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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

December 16, 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 – November 18, 2104 and November 26, 2014.

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

1. **P2014-11-20** A Proclamation of the City of Peachtree Corners, Georgia recognizing
(Mayor Mason) and congratulating Jacob Hanley for achieving the rank of Eagle Scout.
2. **Diana Wheeler** Staff Activity Report
3. **Greg Ramsey** Staff Activity Report

J) OLD BUSINESS

1. **O2014-11-33** Second Read of an Ordinance to amend the City of Peachtree Corners
(D. Wheeler) Zoning Map pursuant to RZ2014-002, Duke Reserve, request to rezone property from M-1 to R-TH and associated variances in order to develop a 25-lot residential subdivision on 4.33 acres located at 5555 Spalding Drive. **(Public comment will be heard.)**
2. **O2014-11-34** Second Read of an Ordinance to amend the City of Peachtree Corners
(D. Wheeler) Zoning Map pursuant to SUP2014-005, Ideal Jewelry, Loan, and Pawn, request for a Special Use Permit to allow a pawn shop in a C-2 zoning district for property located at 6385 Spalding Drive.

This item has been withdrawn by the applicant.

3. **O2014-11-35**
(D. Wheeler) Second Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to PH2014-006, DDA Property, request for a Concept Plan approval and associated regulations for 20.6 acres of property located in the 5200 block of Peachtree Parkway.
(Public comment will be heard)
4. **R2014-11-33**
(D. Wheeler) A Resolution reappointing members to the Planning Commission.
(This item was tabled at the November meeting.)
5. **R2014-11-34**
(D. Wheeler) A Resolution reappointing members to the Zoning Board of Appeals.
(This item was tabled at the November meeting.)

K) NEW BUSINESS

1. **Action Item**
APH2014-09-16
(D. Wheeler) Request for Alcoholic Beverage License by Cheeky Forum, LLC at 5161 Peachtree Pkwy, Ste 630, Peachtree Corners GA 30092 for Consumption on the Premise Beer, Wine & Distilled Spirits.
2. **Action Item**
APH2014-09-17
(D. Wheeler) Request for Alcoholic Beverage License by Aimbridge Concessions, Inc DBA: Hyatt Place Atlanta/ Norcross/ Peachtree Corners at 5600 Peachtree Pkwy, Peachtree Corners GA 30092 for Consumption on the Premise Beer, Wine & Distilled Spirits.
3. **Action Item**
APH2014-09-18
(D. Wheeler) Request for Alcoholic Beverage License by Siempure, Inc DBA: Samui Island Thai Cuisine at 5450 Peachtree Pkwy, Ste 7D, Peachtree Corners GA 30092 for Consumption on the Premise Beer & Wine.
4. **Action Item**
(D. Wheeler) Consideration of awarding a contract to conduct the Holcomb Bridge Road Corridor study and authorizing the Mayor to execute the contract documents.
5. **O2014-12-36**
(D. Wheeler) 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.
6. **O2014-12-37**
(J. Jackson) First Read of an Ordinance to adopt the GMEBS Life and Health Program Trust Agreement, The Participation Agreement, and Declaration.
7. **Action Item**
(J. Jackson) Consideration of an amendment to the Intergovernmental Agreement with Gwinnett County to provide Stormwater Services within the City of Peachtree Corners.

L) WORK SESSION

1. **Marsha Bomar** Discussion of transportation issues within the Town Center LCI study area.

2. **Diana Wheeler** Review of draft ordinances to allow and regulate Liquor Stores.
3. **Greg Ramsey** GDOT LMIG 2015 – project discussion for grant application.
4. **Greg Ramsey** IMS Pavement Analysis proposal.

M) EXECUTIVE SESSION

N) ADJOURNMENT

**Minutes for
11/18/14 &
11/26/14**

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
November 18, 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
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
City Attorney	Scott Robichaux
Public Works Director	Greg Ramsey
Comm. Director	Judy Putnam
Accounting Manager	Brandon Branham

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

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE OCTOBER 21, 2014 COUNCIL MEETING.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

MOTION TO APPROVE THE MINUTES FROM THE OCTOBER 24, 2014 COUNCIL MEETING.

By: Council Member Gratwick

Seconded by: Council Member Wright

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

PUBLIC COMMENT: There were no public comments.

PRESENTATIONS AND REPORTS:

Declaration of Official Election Results – Elections Superintendent

Kym Chereck, City Clerk/Elections Superintendent, informed the Mayor and Council of the results from the November 4, 2014 Special Election. Mrs. Chereck stated that the election was a great success with a total of 1,887 residents voting.

Staff Activity Report – Community Development

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of November 3, 2014 – November 14, 2014. These activities included, among other items, meeting with Dunwoody representatives and Pond and Company, Planning Commission, Green Committee, and assessing public hearing applications and posting documents to the website.

Staff Activity Report – Public Works

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the month period ending with November 17, 2014. These activities included, among other items, meeting with Georgia Department of Transportation, Atlanta Regional Commission, and Gwinnett County. Mr. Ramsey also presented the Mayor and Council with work order summaries.

OLD BUSINESS:

O2014-11-32 Oglethorpe

Second Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2014-001, Oglethorpe, Request to rezone property from R-100 to R-60 and approve associated buffer, setback, and landscape variances in order to develop a 20-lot residential subdivision on 5.13 acres located at 3506 & 3496 Spalding Terrace and 5297 Spalding Drive in Land Lot 286, 6th District, Gwinnett County, Georgia.

Mrs. Diana Wheeler, Community Development Director, presented the case to the Mayor and Council. Mrs. Wheeler provided background information regarding the applicant's request. The applicant is requesting the rezoning of three parcels totaling 5.13 acres from R-100 (Single Family Residence District) to

R-60 (Single Family Residence District) in order to construct 20 detached single-family homes ranging in size from 3,000 to 4,000 square feet. The applicant is also requesting six concurrent variances:

1. Reduce public road frontage requirement to 0 feet for all lots
2. Reduce front setbacks to 10 feet from the back of the curb for all lots
3. Reduce side setbacks for lots 1 through 7 and 15 through 20 to 0 feet
4. Reduce required building separation for lots 8 through 20 to 10 feet
5. Allow private streets to be 23 feet to the back of the curb with on-street parking
6. To encroach into the 50-foot undisturbed stream buffer and 75-foot impervious surface stream setback.

The property is currently developed with three single-family homes on the east side of Spalding Terrace and north side of Spalding Drive. Site plans submitted by the applicant indicate a single access point on Spalding Terrace, with two private internal streets and one private alleyway. This item was heard and approved by the Planning Commission. After review of the applicant's proposal and other relevant information, Staff recommended that if approval of RZ2014-001 is considered, the following conditions from the Planning Commission should be included:

1. The site shall be limited to 19 single-family homes with a minimum of 3,000 square feet of heated floor area. (Lot #12 not included due to stream buffer encroachment.)
2. Approve variances #1 through #5 to accommodate building setbacks and internal streets; Deny the stream buffer variance.
3. The property shall be developed in general conformance with the site plan and elevations submitted with this application to the Community Development Department with revisions to meet these conditions.
4. Developer shall construct on-site stormwater detention facilities such that the runoff rate for the developed condition will be reduced by a factor of 10 percent from the existing condition for the 100 year storm event, subject to the approval of the City of Peachtree Corners Community Development Department. For the purpose of this analysis, the existing condition shall be considered in a natural, forested state.
5. The roof drains for lots 8 thru 14 shall be directed toward the storm drain system in the street and into the detention pond.
6. Developer shall provide a downstream stormwater assessment to a location beyond Spalding Terrace.
7. Walls along the property perimeter which exceed 8 feet in height shall have masonry facing material to match the primary building.
8. The applicant's arborist shall submit a plan to mitigate the impact of construction on the trees on the adjacent Hayes property and adjacent properties in Spalding Mill.

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9. A Homeowners Association shall be established to maintain all common areas including private streets, detention ponds, and all stormwater facilities in accordance with Gwinnett County Stormwater Ordinances.
10. The Developer (and subsequently the Homeowners Association) shall be responsible to secure and fund the recommendations proposed in the *Traffic Impact Study for Spalding Drive Development Peachtree Corners, Georgia* prepared by A&R Engineering Inc. and dated August 28, 2014.
11. The plan shall be revised to show pedestrian connections between the project's internal walkways and sidewalks on Spalding Drive and Spalding Terrace.

The applicant, Alec Rickenbaker of Peachtree Residential, presented his case and stated that he has no issue with Staff's conditions.

Mayor Mason asked for public comment concerning this application. There were comments in opposition. All public comment cards are available in the City Clerk's office.

MOTION TO APPROVE 2014-11-32 WITH THE PLANNING COMMISSION CONDITIONS AND THE FOLLOWING CONDITIONS: THAT THE APPROVAL WILL SUNSET AFTER 24 MONTHS IF NO CONSTRUCTION HAS COMMENCED WITHIN 24 MONTHS; THAT THERE WILL BE ACTIVE TRAFFIC MANAGEMENT DURING THE CONSTRUCTION PHASE OF THE PROJECT; THAT THE APPLICANT HAS AGREED TO WIDEN THE ROAD AND INSTALL A SIDEWALK AS WELL AS A FENCE, AND PLANT THE LEYLAND CYPRESS; AND THAT FOR CONDITION NUMBER 10, THE TRAFFIC STUDY WOULD BE CONDUCTED WHEN THE SUBDIVISION IS 90 PERCENT COMPLETE; AND HAVE THE SIGN IN THE TRAFFIC STUDY BE PUT IN PLACE PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF OCCUPANCY FOR THE FIRST HOME.

By: Council Member Gratwick

Seconded: Council Member Aulbach

Vote: (5-2) (Gratwick, Aulbach, Mason, Sadd, Christopher) (Lowe and Wright opposed)

NEW BUSINESS

ACTION ITEM – PH2014-004

Consideration of approving a Certificate for Development within the Chattahoochee River Corridor in accordance with the provisions of the Metropolitan River Protection Act for a new, single-family residence located at 4189 Ridgeway Drive, Lot 31, Block D, of Riverview Estates Subdivision.

MOTION TO APPROVE PH2014-004 WITH THE THREE CONDITIONS.

By: Council Member Christopher

Seconded: Council Member Wright

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

ACTION ITEM – APH2014-09-14

Request for Alcoholic Beverage License by Express Supermercado at 3330 Peachtree Corners Circle, Ste G, Peachtree Corners GA 30093.

MOTION TO APPROVE APH2014-09-14.

By: Council Member Sadd

Seconded: Council Member Aulbach

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

R2014-11-32

A Resolution imposing within the territorial limits of the City of Peachtree Corners, Georgia, a Moratorium of four months (unless sooner terminated) upon the application for, or issuance of, licenses or permits for the manufacture, possession, distribution, and sale by the package of distilled spirits, in order to allow for the consideration and adoption of necessary zoning ordinances, and the preparation of necessary forms and adoption of necessary procedures for the processing of such applications.

MOTION TO APPROVE R2014-11-32.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

R2014-11-33

A Resolution reappointing members to the Planning Commission.

(This item was tabled until the December 16, 2014 meeting.)

R2014-11-34

A Resolution reappointing members to the Zoning Board of Appeals.

(This item was tabled until the December 16, 2014 meeting.)

O2014-11-33

First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2014-002, Duke Reserve, request to rezone property from M-1 to R-TH and associated variances in order to develop a 25-lot residential subdivision on 4.33 acres located at 5555 Spalding Drive.
(Public comment will be heard at the second reading on 12/16/14.)

O2014-11-34

First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2014-005, Ideal Jewelry, Loan, and Pawn, request for a Special Use Permit to allow a pawn shop in a C-2 zoning district for property located at 6385 Spalding Drive.
(Public comment will be heard at the second reading on 12/16/14.)

O2014-11-35

First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to PH2014-006, DDA Property, request for a Concept Plan approval and associated regulations for 20.6 acres of property located in the 5200 block of Peachtree Parkway.
(Public comment will be heard at the second reading on 12/16/14.)

ACTION ITEM

Consideration of GDOT LMIG Planning & Engineering Award, design of sidewalk project along Winters Chapel Road.

MOTION TO APPROVE HOFSTADTER & ASSOCIATES THE GDOT LMIG PROJECT.

By: Council Member Sadd

Seconded: Council Member Christopher

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

ACTION ITEM

Consideration of Intergovernmental Agreements for Joint SPLOST Projects with Gwinnett County for the widening of S. R. 141, intersection improvements at Buford Highway & Jimmy Carter Blvd. and widening of Spalding Drive from Winters Chapel Road to Holcomb Bridge Road.

MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENTS FOR JOINT SPLOST PROJECTS WITH GWINNETT COUNTY FOR THE WIDENING OF S. R. 141, INTERSECTION IMPROVEMENTS AT BUFORD HIGHWAY & JIMMY CARTER BLVD. AND WIDENING OF SPALDING DRIVE FROM WINTERS CHAPEL ROAD TO HOLCOMB BRIDGE ROAD.

By: Council Member Lowe

Seconded: Council Member Wright

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

ACTION ITEM

Consideration of Intergovernmental Agreements for Joint SPLOST City Managed Project with Gwinnett County for intersection improvements at Holcomb Bridge Rd. and Jimmy Carter Blvd.

MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENTS FOR JOINT SPLOST CITY MANAGED PROJECT WITH GWINNETT COUNTY FOR INTERSECTION IMPROVEMENTS AT HOLCOMB BRIDGE RD. AND JIMMY CARTER BLVD.

By: Council Member Wright

Seconded: Council Member Lowe

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

ACTION ITEM

Consideration of approval of the 2015 Meeting Calendar.

MOTION TO APPROVE 2014 MEETING CALENDAR.

By: Council Member Sadd

Seconded: Council Member Christopher

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

WORK SESSION:

Discussion on Business Incubators by the Gwinnett Chamber.

Mr. Mark Farmer of the Gwinnett Chamber gave a brief presentation on business incubators.

Update on Green Committee and Review of Proposed Draft Policies.

Mrs. Diana Wheeler informed the Mayor and Council that the Green Committee was hard at work and that they would possibly be presenting something to the Mayor and Council in the Spring of 2015.

Update on City Branding/Window Clings

Mrs. Judy Putnam presented the window clings for the branding project. Mrs. Putnam informed the Mayor and Council that the window clings would be mailed to every business within the City limits who would be receiving a business license.

Update on Code Enforcement

Mr. Wayne Wright gave an update on Code Enforcement. Mr. Wright informed the Mayor and Council that apartment sweeps would continue, and at this time they are performing completing approximately one apartment complex sweep a month.

Update on Solid Waste

Mr. Brandon Branham informed the Mayor and Council that the Solid Waste bills had been mailed and suggested that in the future, the bills be attached to the property taxes as were done previously.

EXECUTIVE SESSION:

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

By: Council Member Wright

Seconded by: Council Member Sadd

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

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Christopher

Seconded by: Council Member Aulbach

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

ADJOURNMENT:

MOTION TO ADJOURN AT 11:43 PM

By: Council Member Christopher

Seconded by: Council Member Aulbach

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
November 26, 2014 @ 3:00PM

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 - absent
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5 – via Skype
Council Member	Weare Gratwick – Post 6
City Clerk	Kym Chereck
City Attorney	Bill Riley
City Attorney	Scott Robichaux

CALL TO ORDER: The meeting was called to order at 3:55 PM.

It was noted that Council Member Christopher is joining the meeting via Skype, and will be able to participate in discussion, but will not be able to vote.

EXECUTIVE SESSION:

MOTION TO GO INTO EXECUTIVE SESSION.

By: Council Member Sadd

Seconded by: Council Member Aulbach

Vote: (4-0) (Sadd, Aulbach, Mason, Gratwick)

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Sadd

Seconded by: Council Member Gratwick

Vote: (4-0) (Sadd, Gratwick, Mason, Aulbach)

NEW BUSINESS:

ACTION ITEM

Consideration and vote on contract to approve expenditure of City funds.

MOTION TO APPROVE THE ACTION ITEM CONSIDERATION AND VOTE ON CONTRACT TO APPROVE EXPENDITURE OF CITY FUNDS.

By: Council Member Gratwick

Seconded: Council Member Aulbach

Vote: (4-0) (Gratwick, Aulbach, Mason, Sadd)

ADJOURNMENT:

MOTION TO ADJOURN AT 3:57 PM.

By: Council Member Gratwick

Seconded by: Council Member Sadd

Vote: (4-0) (Gratwick, Sadd, Mason, Aulbach)

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk

(Seal)

Proclamation
Jacob Hanley

Proclamation

**A PROCLAMATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
RECOGNIZING AND CONGRATULATING JACOB HANLEY FOR
ACHIEVING THE RANK OF EAGLE SCOUT**

WHEREAS, Eagle Scout is the highest rank in Scouting and requires a demonstration of citizenship, leadership, and personal responsibility; and

WHEREAS, Jacob Hanley, a senior at Pinecrest Academy has met all of the Eagle Scout requirements including performing the work associated with Pinecrest's 2015 senior class gift to the school, a devotional area with a statue of Our Lady of Victory placed near the athletic field; and

WHEREAS, the City of Peachtree Corners recognizes that the qualities necessary to become an Eagle Scout are the same ones needed to achieve the highest level of citizenship in a community;

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and Council of the City of Peachtree Corners that Jacob Hanley is hereby recognized for his achievement, commended for his commitment to Scouting, and congratulated for being awarded the rank of Eagle Scout.

SO PROCLAIMED AND EFFECTIVE, this the 16th day of December, 2014.

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

Staff Report
Diana Wheeler



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: December 16, 2014

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 11/24/14 –12/12/14.

- A. Meetings with:
 1. Fuqua Development team to review Town Center development regulations.
 2. PCBA to discuss opportunities to promote businesses including recognition for property redevelopment and other types of investments in the City.
- B. Earth Fare grand opening is scheduled for January 14th.
- C. Submitted *Create Community* nomination to ARC.
- D. Prepared Quality Growth meeting presentation.
- E. Researched Liquor Store regulations in nearby communities.
- F. Responded to phone calls and e-mails from residents, business people, and others.

DATE	Permit #	NAME	ADDRESS	TYPE
11/24/2014	2110-14	COX BUILDERS INC	4189 RIDGEGATE DRIVE	NEW HOME
11/24/2014	2111-14	JOSE PARADA	3666 SCOTTS MILL RUN	INTERIOR REMODEL
11/24/2014	2112-14	R & S MCKAY HEATING & AIR CONDITIONING	6991 PEACHTREE IND BLVD STE 200	HVAC
11/24/2014	2113-14	5 SEASONS MECHANICAL	3384 HOLCOMB BRIDGE RD	HVAC
11/25/2014	2114-14	DOVE CONTRACTING, INC	3720/3740 DAVINCI CT	INTERIOR FINISH
11/25/2014	2115-14	COOL AIR MECHANICAL	4998 WICKFORD DRIVE	HVAC
11/25/2014	2116-14	HONEYWELL	660 ENGINEERING DRIVE	BUILDING INSEPCION
11/25/2014	2117-14	LEE'S SIGNS	2850 NORTHWOODS PKWY	PERMANENT SIGN
11/25/2014	2118-14	SIGNATURE POOL DESIGNS, LLC	4561 RIVER MANSIONS CT	SWIMMING POOL
11/25/2014	2119-14	SEANS TREE FARM	6345 SPALDING DRIVE	ELECTRICAL
11/25/2014	2120-14	BUCKHAVEN CONSTRUCTION	3325 HOLCOMB BRIDGE RD	INTERIOR FINISH
11/25/2014	2121-14	GOFF COMMUNICATIONS, INC	4511 JONES BRIDGE CIRCLE	CO-LOCATE
11/25/2014	2122-14	MARK BOWDEN	4130 WILD SONNET TRAIL	BASEMENT FINISH
11/26/2014	2123-14	J.R. NICHOLS COMPANY CO.,INC	655 ENGINEERING DRIVE STE 150	HVAC
11/26/2014	2124-14	E. ESCHER INCORPORATED	350 RESEARCH COURT STE 130	HVAC
11/26/2014	2125-14	M.C. HEADLEY PROPERTIES	4989 PEACHTREE PKWY	INTERIOR FINISH
11/26/2014	2126-14	SOFT SURROUNDINGS TDD	5151 PEACHTREE PKWY	LANDLORD INTERIOR WORK
11/26/2014	2127-14	SOFT SURROUNDINGS -STEVE BEAR	5151 PEACHTREE PKWY	INTERIOR FINISH
11/26/2014	2128-14	SEQUOIA DESIGN INC	4905 RIVERLAKE DRIVE	DECK
11/26/2014	2129-14	GOM PRINGTING AND SONS	5025 WINTERS CHAPEL RD STE J	PERMANENT SIGN

DATE	Permit #	NAME	ADDRESS	TYPE
12/1/2014	2130-14	BARTON & POOLOS PROPERTIES LLC	6900 PEACHTREE IND BLVD STE J	CERTIFICATE OF OCCUPANCY
12/1/2014	2131-14	PIEDMONT NAIL & BAR	5150 PEACHTREE PARKWAY SUITE 300	TEMPORARY SIGN
12/2/2014	2132-14	SHUMATE MECHANICAL	5430 METRIC PLACE STE 100	HVAC
12/2/2014	2133-14	JORDAN & SHARON COLLETTA	4830 AVOCET DRIVE	ADDITION
12/2/2014	2134-14	STAR SERVICES HEATING & AIR CONDITIONING	4344 RIDGEGATE DR	HVAC
12/2/2014	2135-14	MITEC	655 ENGINEERING DR STE 150	ELECTRICAL
12/3/2014	2136-14	ALTAIR SIGN & LIGHT, INC	6385 SPALDING DRIVE STE A	PERMANENT SIGN
12/3/2014	2137-14	SIGNCO SIGNS & GRAPHICS, LLC	6365 SPALDING DRIVE STE E	PERMANENT SIGN
12/3/2014	2138-14	EXCEL GRAPHIC SERVICES, INC	6679 PEACHTREE IND BLVD STE DD/E	CERTIFICATE OF OCCUPANCY
12/4/2014	2139-14	KINZEY CONSTRUCTION COMPANY	3100 NORTHWOODS PLACE	INTERIOR FINISH
12/4/2014	2140-14	G & C AIR CONDITIONING INC	5600 SUN CT	HVAC
12/4/2014	2141-14	GEORGIA DELTA MECHANICAL, INC	3348 CAMERON TRL	PLBG
12/4/2014	2142-14	BILL GOLDEN	3853 RAINFOREST CIRCLE	REMODEL
12/4/2014	2143-14	GOM PRINTING AND SONS	3446 HOLCOMB BRIDGE RD	PERMANENT SIGN
12/4/2014	2144-14	A-1 SIGNS	3700 MEDLOCK BRIDGE RD	PERMANENT SIGN
12/5/2014	2145-14	MDS PLUMBING	4960 RIVERFIELD DRIVE	PLUMBING
12/5/2014	2146-14	SOUTHLAND DEVELOPMENT SERVICES	6151 NEELY FARM DR	DECK
12/5/2014	2147-14	JOHNATHAN TURNER	6201 NEELY FARM DR	REMODEL
12/5/2014	2148-14	FOX BUILDING COMPANY	3264 SATURN COURT	INTERIOR FINISH
12/8/2014	2149-14	B L CRAVEN INC	3200 LAKE COLONY DRIVE	COMMERICAL ALTERATION
12/8/2014	2150-14	EMMANUEL'S HEALTH CARE SERVICES INC	6375 SPALDING DRIVE STE O	CERTIFICATE OF OCCUPANCY
12/9/2014	2151-14	ANYTIME FITNESS	3435 MEDLOCK BRIDGE RD	PERMANENT SIGN
12/9/2014	2152-14	QUALITY INTEGRATORS LLC	4648 SOUTH OLD PEACHTREE RD	ELECTRICAL
12/9/2014	2153-14	FASTSIGNS NORCROSS	6760 JIMMY CARTER BLVD STE 135	PERMANENT SIGN
12/9/2014	2154-14	THE BOILING CRAB	7040 JIMMY CARTER BLVD STE 1	CERTIFICATE OF OCCUPANCY

**Staff Activity
Report
Greg Ramsey**



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: December 16, 2014
SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 11-30-14:

A. Attended the following meetings:

1. Gwinnett Department of Transportation – Project Coordination, 12-5-14
2. Town Hall Meeting, Avocet, 11-19-14
3. Atlanta Regional Commission TCC, 11-21-14

B. Field Services Operations 11-9-14 thru 12-9-14

1. # of Fix It App submittals for PW = 15
2. # of Work Orders Initiated = 50
3. # of Work Orders Completed = 38
4. # of Work Orders Referred to other Departments = 6
5. Please see below for summaries of Work Orders & Fix-It App submittals

Work Orders

Entry Date	Description	Address	Status Type	Completion
11/09/2014	SIGNAL BULBS OUT	PEACHTREE INDUSTRIAL BLVD	Referred to GDOT	11/21/2014
11/10/2014	VEGETATION GROWING/DEAD; TRASH & DEBRIS	6385 PEACHTREE INDUSTRIAL BLVD	Completed	12/2/2014
11/10/2014	BUSHES AND TREES GROWING IN R.O.W	PEACHTREE INDUSTRIAL BLVD	Completed	12/10/2014
11/10/2014	TRASH AND DEBRIS IN ROW	5661 SOUTH PEACHTREE ST	Completed	12/2/2014

Entry Date	Description	Address	Status Type	Completion
11/10/2014	STREET SIGN	5825 PEACHTREE CORNERS EAST	Completed	12/1/2014
11/10/2014	CLEAN CURB FULL OF DEBRI	WINTERS CHAPEL RD	Completed	12/2/2014
11/11/2014	DEAD ANIMAL IN ROAD - COYOTE	141 NB AT MEDLOCK BRIDGE RD	Completed	11/11/2014
11/12/2014	DEAD ANIMAL IN ROAD - DEER	141 AT PEACHTREE CORNERS CIR	Completed	11/12/2014
11/12/2014	DEAD ANIMAL IN ROAD - DEER	141 NORTHBOUND AT CHATTAHOOCHEE RIVER	Completed	11/17/2014
11/13/2014	DEADN ANIMAL IN ROAD - DEER	PIB NORTH OF 141	Completed	11/13/2014
11/13/2014	LIGHT OUT ON WILD SONNET TRAIL	WILD SONNET TRL	Referred to GA Power	12/1/2014
11/13/2014	STORM DRAIN BROKEN - PIB ACCESS ROAD NB	JONES MILL RD	Referred to GDOT	
11/13/2014	SEWER COVER BROKEN - PIB ACCESS ROAD NB	PEACHTREE INDUSTRIAL BLVD	Referred to GDOT	11/20/2014
11/13/2014	FADED SIGNS	JONES MILL RD	In Progress	11/15/2014
11/13/2014	HIGH GRASS/WEEDS	MEDLOCK RD	Completed	12/2/2014
11/13/2014	HIGH GRASS/WEEDS	5291 SPALDING DR	Completed	12/2/2014
11/13/2014	CURVE NOTIFICATION SIGN DOWN	4783 BUSH RD	Completed	12/2/2014
11/13/2014	STREET CLEANUP ON JAY BIRD ALLEY	3785 JAY BIRD ALY	Completed	12/2/2014
11/13/2014	MANHOLE ON SANITARY SEWER DISPLACED	6540 PEACHTREE INDUSTRIAL WAY	Completed	11/13/2014
11/14/2014	STREET SIGN INSTALLATION	AMHURST DR	Completed	12/2/2014
11/14/2014	STREET SIGN INSTALLATION	JONES MILL RD	Completed	12/2/2014
11/17/2014	PROPERTY MAINTENANCE	HOLCOMB BRIDGE	Cancelled	
11/17/2014	DEAD ANIMAL IN ROAD - DEER	141 NB AT MEDLOCK	Completed	11/17/2014

Entry Date	Description	Address	Status Type	Completion
11/17/2014	CLEAN UNDER VIADUCT	WINTERS CHAPEL RD	Completed	11/17/2014
11/17/2014	CLEAN UNDER PASS	JIMMY CARTER	Completed	11/21/2014
11/17/2014	TWO POT HOLES	5438 PARK CENTRAL AVE	Completed	12/2/2014
11/18/2014	TRIM TREES AND CUT GRASS	ALONG 141 SOUTHBOUND RAMP TO PIB	Completed	12/5/2014
11/18/2014	ROAD IN NEED OF RESURFACING	6229 SPALDING DR	In Progress	
11/18/2014	TRASH PRIVATE PROPERTY	5975 PEACHTREE PKWY	Referred to Dept.	
11/20/2014	REMOVE CHAIR	PEACHTREE INDUSTRIAL PKWY	Completed	11/20/2014
11/20/2014	SINK IN THE SHOULDER OF PIB SB	PEACHTREE INDUSTRIAL	Completed	12/2/2014
11/21/2014	HIGH GRASS	PEACHTREE INDUSTRIAL BLVD	Completed	11/21/2014
11/21/2014	DEAD ANIMAL	PIB NB	Completed	12/21/2014
11/21/2014	DEAD ANIMAL	MEDLOCK RD	Completed	12/21/2014
11/21/2014	TRASH	3800 HOLCOMB BRIDGE RD	Completed	11/21/2014
11/25/2014	TRASH	5393 VALLEY MIST TRACE	Completed	11/18/2014
11/25/2014	POTHOLE	VALLEY MIST TRACE	In Progress	
12/1/2014	SIDEWALK BROKEN / CRACKING	5388 W JONES BRIDGE RD	In Progress	
12/1/2014	DECEASED ANIMAL	NW WINDSOR TRACE DR	Completed	12/2/2014
12/2/2014	SNOW/ICE	6500 PEACHTREE INDUSTRIAL BLVD	In Progress	
12/2/2014	HIGH GRASS	141 SOUTHBOUND BETWEEN RIVERVIEW AND MEDLOCK BRIDGE	Completed	12/8/2014
12/2/2014	HIGH GRASS	PEACHREE CORNERS CIR	Completed	11/24/2014

Entry Date	Description	Address	Status Type	Completion
12/2/2014	CUT BRUSH	PEACHTREE CORNERS CIR	In Progress	
12/2/2014	DECEASED ANIMAL	Crooked Creek and Corners Pkwy	Completed	12/2/2014
12/2/2014	SHATTERED TOILET IN ROAD	141 AND PEACHTREE CORNERS	Completed	12/2/2014
12/2/2014	TRASH ON HWY	PIB NORTH OF JCB TOWARDS WINTERS CHAPEL	Completed	12/5/2014
12/2/2014	TRASH ON HWY	PIB SOUTH TOWARDS WINTERS CHAPEL TO JCB	Completed	12/9/2014
12/3/2014	TRASH PUBLIC PROPERTY	7532 WINTERS CHAPEL RD	Completed	12/9/2014
12/8/2014	DECEASED ANIMAL	3891 LOCKLEAR WAY	Completed	12/8/2014
12/8/2014	CLEAN CURB OF DEBRI	BUSH RD TO MEDLOCK BRIDGE TO THE CITY LIMITS	Completed	12/10/2014

Fix It App Submittals

DATE CREATED	DEVICE TYPE	REQUEST TYPE	DESCRIPTION	STATUS TYPE
11/29/2014	WIDGET	STORMWATER	EVERY TIME IT RAINS THIS AREA FILLS WITH WATER AND DOSE NOT DRAIN, EVEN AFTER THE ROAD WAS REPAVED NO CHANGE IN HOW THE WATER DARNES. NOT A BIG ISSUE BUT THOUGHT THAT IT WOULD HAVE BEEN ADDRESSED PRIOR TO THE REPAVING OF THE ROAD.	REFERRED TO DEPT.

DATE CREATED	DEVICE TYPE	REQUEST TYPE	DESCRIPTION	STATUS TYPE
11/29/2014	WIDGET	STREET LIGHT	THE STREET LIGHT WILL COME ON FOR A FEW MINUTES THEN SHUT DOWN. FOR ABOUT FIVE MINUTES, ALSO A PREVIOUS OWNER PAINTED SOME OF THE GLASS PANES BLACK.	REFERRED TO DEPT. IN PROCESS
11/26/2014	WIDGET	SIDEWALK BROKEN / CRACKING	MANY REALLY BAD PORTIONS OF THE SIDEWALK ON W. JONES BRIDGE ROAD, MUCH OF WHICH IS IN A REALLY DARK AREA CAUSING A TRIPPING HAZARD.	IN PROCESS
11/26/2014	ANDROID	TREE DANGER/REMOVAL	DEAD PINE TREE 141 SOUTH TO PIB RAMP.	IN PROCESS
11/24/2014	WIDGET	SINKHOLE	CUL-DE-SAC HAS LARGE POTHOLE IN CENTER. HEAVY CRACKING OF ASPHALT.	IN PROCESS
11/16/2014	CONSOLE	FLOODING IN STREET	CALLER WANTED TO REPORT A WATER LEAK IN THE MIDDLE OF THE STREET. WATER IS BUBBLING UP FROM THE STREET. CALL OUT- LEFT VM FOR ON CALL TECH AT 10:50 AM. CALL OUT- LEFT VM FOR ON CALL TECH AT 11:05 AM. CALL OUT- LEFT VM FOR ON CALL TECH AT 11:23 AM. CALL IN- SPOKE TO BRANDON WHO SAID THIS WOULD GO THROUGH GWINNETT COUNTY.	CLOSED
11/15/2014	ANDROID	PROPERTY MAINTENANCE	THIS IS A HUGE HOLE IN THE PARKING LOT OF T-MOBILE AND WILLY'S. CARS ARE GETTING DAMAGED.	IN PROCESS

DATE CREATED	DEVICE TYPE	REQUEST TYPE	DESCRIPTION	STATUS TYPE
11/13/2014	WIDGET	TRAFFIC SIGNAL OUT	AS OF 11/9, TWO GREEN LIGHTS OUT P'TREE INDUSTRIAL BLVD. ACCESS RD. NB @ JIMMY CARTER BLVD.	CLOSED
11/12/2014	ANDROID	HIGH GRASS/WEEDS	CORNER OF MEDLOCK AND PEACHTREE CORNERS CIRCLE HAS HIGH WEEDS BEHIND CYRB	IN PROCESS
11/12/2014	ANDROID	SIDEWALK BROKEN / CRACKING	BROKEN MANHOLE LID ON CATCH BASIN, PEACHTREE IND. BLVD NORTHBOUND ON RAMP FROM JONES MILL RD.	CLOSED
11/10/2014	ANDROID	HIGH GRASS/WEEDS	SPALDING DRIVE & AMP; PEACHTREE CORNERS CIRCLE HIGH GRASS, TRASH, GUTTER DEBRIS.	IN PROCESS
11/9/2014	APPLE	OBJECT IN THE ROAD	BROKEN GLASS IN THE ROAD	CLOSED
11/9/2014	ANDROID	DECEASED ANIMAL	DEAD DEER ON SIDE OF PEACHTREE CORNERS CIRCLE.	CLOSED
11/6/2014	ANDROID	STREET SIGN	MERGE SIGN PUSHED OVER.	CLOSED
11/4/2014	WIDGET	TREE DANGER/REMOVAL	TREE DOWN IN THE STREET BLOCKING PART OF THE STREET.	CLOSED

02014-14-11-33

Duke Reserve

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2014-002, DUKE RESERVE, REQUEST TO REZONE PROPERTY FROM M-1 TO R-TH AND ASSOCIATED VARIANCES IN ORDER TO DEVELOP A 25-LOT RESIDENTIAL SUBDIVISION ON 4.33 ACRES LOCATED AT 5555 SPALDING DRIVE.

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 meetings were held by the Mayor and City Council of Peachtree Corners on November 18, 2014 and December 16, 2014;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on December 16, 2014 hereby ordain and approve the Zoning Case RZ2014-002, Duke Reserve, for the above referenced property with the following enumerated conditions:

1. The site shall be limited to 25 single-family townhomes with a minimum of 2,250 square feet of heated floor area.
2. The building elevations shall be in conformance with the elevations prepared by BDI Architect, Inc., dated 10/1/14, and submitted with this application.
3. The property shall be developed in general conformance with the site plan prepared by ACR Engineering Inc., dated 9/30/14, and submitted with this application with revisions to meet these conditions.
4. Development shall include no more than one (1) full-access driveway on Triangle Parkway as shown on the submitted site plan.
5. The required sidewalk shall be provided along Triangle Parkway.
6. A 30' landscape buffer shall be provided along Triangle Parkway between Spalding Drive and the project entrance in order to save trees (no grading within tree save area). Trees and shrubs along Triangle Parkway beyond this point shall be saved to the greatest extent possible.
7. The 10' landscape strip required along Spalding Drive shall be heavily planted and shall provide diverse evergreen screening at a minimum of 5 foot height at time of installation and post planting must be reviewed and approved by staff to ensure conformity to the condition.
8. A six foot high wrought iron fence with brick pillars placed at regular intervals shall be placed along the property perimeter.
9. Interior streets shall be private and maintained by the Homeowners Association.
10. Developer shall coordinate with staff to determine the best access for construction.

So Signed and Witnessed

Effective this 16th day of December, 2014.

this _____ day of _____, 2014
Attest:

Approved :

Kymberly Chereck, City Clerk

Mike Mason, Mayor

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

REZONING ANALYSIS

PLANNING COMMISSION DATE: November 12, 2014
CITY COUNCIL DATE: December 16, 2014

CASE NUMBER **RZ2014-002**
APPLICATION REQUEST REZONE TO R-TH
LOCATION 5555 Spalding Drive
PROPERTY SIZE 4.33 ACRES
MAP NUMBER 6302 123
CURRENT ZONING M-I
FUTURE DEVELOPMENT MAP Preferred Office

APPLICANT PEACHTREE RESIDENTIAL, LLC
7380 MCGINNIS FERRY RD.
SUWANEE, GA 30024

CONTACT: ALEC RICKENBAKER
PHONE: 770.622.2522 ex. 205

OWNER: AMERICAN REALTY INVESTMENTS, LTD
3520 PIEDMONT ROAD NE
ATLANTA, GA 30305

PLANNING COMMISSION
RECOMMENDATION: APPROVAL WITH CONDITIONS

PROJECT DATA:

The applicant is requesting the rezoning of one 4.33-acre parcel from M-I (Light Industry District) to R-TH (Single Family Residence Townhome District) in order to construct 25 attached single-family townhomes ranging in size from 2,250 to 3,500 square feet.

The property was previously developed with an office building that was destroyed in a fire in 2011. The building was demolished and the site is currently vacant. Site plans submitted by the applicant indicate a single access point on Triangle Parkway across from Data Drive, with one private, gated internal street with on-street parking.

Properties located immediately to the north, east, south, and west of the subject property are all zoned M-I. Properties along Triangle Parkway typically feature office uses, while those across Spalding Drive to the south include institutional uses including a post office, library, and fire station. Several nearby properties to the southeast of the subject property are zoned C-2 (General Business) with a small shopping center and a bank, and C-1 (Neighborhood Business)

with a service station. The nearest single-family residences are located approximately 0.5 miles to the west along Spalding Drive.

ZONING STANDARDS:

Zoning Code Section 1702 identifies specific criteria that should be evaluated when considering a zoning decision. These criteria are enumerated as 'A' through 'F', below. Following each item is the applicant's response followed by Staff's comment.

A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?

Applicant's Response: Yes, the proposed rezoning is for residential townhomes and would provide new housing to an underserved market.

Staff Comments: Attached single-family residences are unlikely to have an adverse effect on the use and development of adjacent and nearby property. All adjacent properties are currently developed with office or institutional uses with relatively high vacancy rates. Redeveloping the property with additional office uses would add to this supply, and may be detrimental to the use of nearby properties.

B. Will this proposed rezoning, special use permit, or change in conditions adversely affect the existing use or usability of adjacent or nearby property?

Applicant's Response: No, the existing site is vacant and with an abundance of vacant office space in the area the proposed housing would complement surrounding uses.

Staff Comment: The proposed use of attached single-family townhomes would not negatively affect the existing use or usability of adjacent or nearby property. The property is currently undeveloped, and nearby office and commercial vacancy rates suggest that redevelopment as allowable for office use under current zoning conditions would adversely affect nearby properties. The density of the proposed development would not be excessive, compared to current allowable office space.

C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?

Applicant's Response: The site has been vacant and on the market for a long period of time, the repurposing of the site to residential is a response to that.

Staff Comment: The site has a reasonable economic use as currently zoned.

D. Will the proposed rezoning, special use permit, or change in conditions result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Applicant's Response: The proposed 25 homes will not cause an excessive or burdensome use of existing facilities.

Staff Comment: Trip generation estimates, using ITE Land Use #230 (Residential Condominium/Townhouse) indicate approximately 7 weekday trips per unit, for a total of 175 trips generated per weekday. Comparatively, General Office uses (ITE Land Use #710) can be expected to generate 11.01 trips per 1,000 square feet. Therefore, 25 townhouse units would be expected to generate a similar amount of daily weekday traffic to a 16,000-square-foot office building, and less traffic than any office buildings larger than 16,000 square feet. It is unlikely that transportation facilities would be overburdened by the proposed development.

Likewise, the construction of 25 townhomes on the site of a former office building is unlikely to place a significant new burden on water, drainage, or emergency facilities. In addition, based on standard school generation rates, a 25 unit townhouse developed could be expected to generate 8 elementary school children, 3 middle school children, and 3 high school students and is, therefore, also unlikely to burden the school system.

E. Is the proposed rezoning, special use permit, or change in conditions in conformity with the policy and intent of the land use plan?

Applicant's Response: To our knowledge the City has not adopted a comprehensive land use plan.

Staff Comment: See "Comprehensive Plan" section analysis below.

F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?

Applicant's Response: The city has acknowledged the lack of new housing and shortage of vacant property for that use. This site creates an excellent opportunity to repurpose a vacant site while providing housing for citizens of Peachtree Corners.

Staff Comment: The applicant is proposing new residential-only development in an area dominated by office and institutional uses. This proposal is supported by the fact that nearby offices currently face higher-than-desirable vacancy rates, which would likely be exacerbated by the redevelopment of office uses on the subject property. Residential uses would likely support nearby commercial areas, while placing homes in greater proximity to jobs. Additionally, the City's Comprehensive Plan expressly encourages mixed-use development in the area of the proposed development. While this proposal is residential-only, its close proximity to office, institutional, and commercial areas would be a step toward meeting the Comprehensive Plan's goals of a Central Business District with a more balanced mix of land uses.

COMPREHENSIVE PLAN:

The Peachtree Corners Comprehensive Plan lists the subject property in the Central Business District Character Area. This area is intended to be the "economic heart" of the city, with

primarily non-residential uses. At the same time, mid-rise mixed-use development is encouraged, with a specific emphasis on revitalizing traditional office parks as mixed-use environments. Two- to four-story townhouses that allow workers to live near offices are listed as an appropriate use. The proposed development meets these standards of appropriate use in the Central Business District.

The subject property is also located within the Preferred Office Area on the Peachtree Corners Future Development Map. This designation encourages office professional uses and mixed-used development, while discouraging all residential uses except in mixed-use environments. While the residential-only use of the proposed development would not be in strict keeping with this designation, the subject property's close proximity and accessibility to nearby office, commercial, and institutional uses could be considered a multi-property mixed-use development as compared to the more traditional mixed-use developed on a single, larger tract of land.

DEPARTMENT ANALYSIS:

The proposed 4.33-acre development is located on the north side of Spalding Drive to the northeast of its intersection with Triangle Parkway. The site was previously developed with an office building, which was destroyed by fire in May 2011, and is currently vacant. The Peachtree Corners Comprehensive Plan shows the property located in the Central Business District Character Area, and the Future Development Map shows it located in the Preferred Office Area.

The City is currently working on a Town Center LCI study which incorporates about 1500 acres of land along Peachtree Parkway, and includes this property. Although the study has not been finalized, the preliminary analysis suggests that inserting new residential development within existing office areas in and around Technology Park will help promote redevelopment and serve as an incentive to business relocation and job growth. In addition, the overdevelopment of office buildings during the previous development cycle suggests that the City may have had more land zoned for office use than is necessary or supportable. Converting underutilized office space into residential development in appropriate locations would serve as a 'correction' to the balance of uses that is afforded through zoning.

The proposed 25 townhouses are not likely to place an excessive burden on existing streets, transportation systems, utilities, or schools, and would not adversely affect surrounding office, institutional, and commercial properties. The development of new office space under the current M-I zoning designation would exacerbate the area's vacancy issues, while the development of residential units in the area would make the area more mixed-use in accordance with the recommendations of the Comprehensive Plan. Furthermore, since so much office vacancy currently exists in the area, it is unlikely that the subject property would be redeveloped in the near future. Building a whole new office building on the subject site would be more expensive than renovating another, existing office building. In addition, financing for speculative office space is not readily available where higher vacancy rates exist. Therefore, if the subject property is not developed for residential use, it will likely stay in its current condition for several years.

RECOMMENDATION:

After review of the applicant's proposal and other relevant information, it is recommended that RZ2014-002 be approved with the following conditions:

1. The site shall be limited to 25 single-family townhomes with a minimum of 2,250 square feet of heated floor area.
2. The building elevations shall be in conformance with the elevations prepared by BDI Architect, Inc., dated 10/1/14, and submitted with this application.
3. The property shall be developed in general conformance with the site plan prepared by ACR Engineering Inc., dated 9/30/14, and submitted with this application with revisions to meet these conditions.
4. Development shall include no more than one (1) full-access driveway on Triangle Parkway as shown on the submitted site plan.
5. The required sidewalk shall be provided along Triangle Parkway.
6. A 30' landscape buffer shall be provided along Triangle Parkway between Spalding Drive and the project entrance in order to save trees (no grading within tree save area). Trees and shrubs along Triangle Parkway beyond this point shall be saved to the greatest extent possible.
7. The 10' landscape strip required along Spalding Drive shall be heavily planted and shall provide diverse evergreen screening at a minimum of 5 foot height at time of installation and post planting must be reviewed and approved by staff to ensure conformity to the condition.
8. A six foot high wrought iron fence with brick pillars placed at regular intervals shall be placed along the property perimeter.
9. Interior streets shall be private and maintained by the Homeowners Association.
10. Developer shall coordinate with staff to determine the best access for construction.

REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF PEACHTREE CORNERS, GEORGIA

APPLICANT INFORMATION	OWNER INFORMATION
NAME: <u>Peachtree Residential, LLC</u>	NAME: <u>American Realty Investments, LTD</u>
ADDRESS: <u>7380 McGinnis Ferry Road</u>	ADDRESS: <u>3520 Piedmont Road, NE</u>
CITY: <u>Suwanee</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30305</u>
PHONE: <u>770-622-2522-205</u>	PHONE: <u>404-364-9529</u>
E-MAIL: <u>arickenbaker@peachtreeres.com</u>	E-MAIL: <u>dbrooks@ebsprop.com</u>
CONTACT PERSON: <u>Alec Rickenbaker</u> PHONE: <u>770-622-2522-205</u>	
CONTACT'S E-MAIL: <u>arickenbaker@peachtreeres.com</u>	

APPLICANT IS THE:

OWNER'S AGENT PROPERTY OWNER CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): M-1 REQUESTED ZONING DISTRICT: R-TH

LAND DISTRICT(S): 6th LAND LOT(S): 302 ACREAGE: 4.33AC

ADDRESS OF PROPERTY: 5555 Spalding Drive, Norcross, GA 30092

PROPOSED DEVELOPMENT: 25 Townhomes

Staff Use Only This Section

Case Number: _____ Hearing Date: P/C _____ C/C _____ Received Date: _____

Fees Paid: _____ By: _____

Related Cases & Applicable Conditions:

Description: _____

RESIDENTIAL DEVELOPMENT

No. of Lots/Dwelling Units 25

Dwelling Unit Size (Sq. Ft.): 2250-3500 SF

NON-RESIDENTIAL DEVELOPMENT

No. of Buildings/Lots: _____

Total Bldg. Sq. Ft.: _____

Gross Density: _____

FEE SCHEDULE

1. Rezoning, Change-in-Conditions and Special Use Permit Fees – Residential Zoning Districts
(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

A. For the following single-family residential zoning districts: RA-200, R-140, R-LL, R-100, R-75, RL, MHS.

- 0 - 5 Acres = \$ 500
- > 5 - 10 Acres = \$ 1,000
- > 10 - 20 Acres = \$ 1,500
- > 20 - 100 Acres = \$ 2,000
- > 100 - Acres = \$ 2,500 plus \$40 for each additional acre over 100
- Maximum Fee: \$10,000

B. For the following single and multifamily residential zoning districts: R-TH, RMD, RM-6, RM-8, RM-10, RM-13, R-SR, MH, R-60, R-ZT, R-75 MODIFIED or CSO, and R-100 MODIFIED or CSO.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$40 for each additional acre over 100

2. Rezoning, Change-in-Conditions and Special Use Permit Fees - Non-Residential Zoning Districts
(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

For the following office, commercial and industrial zoning districts: C-1, C-2, C-3, O-1, OBP, M-1, M-2, HS, NS.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$50 for each additional acre over 100

3. Mixed-Use (MUD and MUO) or High Rise Residential (HRR)

Application Fee – \$1,200 plus \$75 per acre (maximum fee - \$10,000)

- 4. Chattahoochee Corridor Review (involving a public hearing) - \$150.
- 5. Buffer Reduction (Greater than 50%) Application Fee - \$500.
- 6. Zoning Certification Letter - \$100 (per non-contiguous parcel).

APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

Alec Rickenbaker 9-30-14
Signature of Applicant Date

Alec Rickenbaker, President
Type or Print Name and Title

Kendra Rich 9-30-14
Signature of Notary Public Date



PROPERTY OWNER'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.

Signature of Property Owner Date

Type or Print Name and Title

Signature of Notary Public Date Notary Seal

APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

Signature of Applicant Date

Type or Print Name and Title

Signature of Notary Public Date Notary Seal

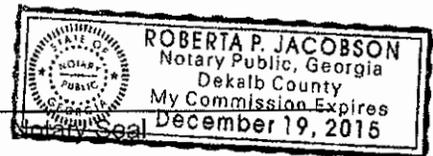
PROPERTY OWNER'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.

Mary Ann Double 9-30-14
Signature of Property Owner Date

Mary Ann Double, Authorized Agent
Type or Print Name and Title

Roberta P. Jacobson 9-30-14
Signature of Notary Public Date



UNANIMOUS WRITTEN CONSENT OF GENERAL PARTNERS

The undersigned, being all of the general partners of AMERICAN REALTY INVESTORS LTD. (L.P.), a Georgia limited partnership (the "Partnership"), hereby authorize, appoint, empower and direct Mary Ann Dauble, of the County of Fulton, State of Georgia, as an authorized agent of the Partnership ("Authorized Agent"), acting alone and without necessity or joinder of any person or entity, to make, execute and deliver on behalf of the Partnership all deeds, deeds to secure debt, mortgages, leases, closing statements, affidavits, notes, assignments, certificates, amendments, and all other instruments of any kind or nature whatsoever relating to any or all of the real and personal property of the Partnership, including, but not limited to, the disposition and acquisition of property by the Partnership, in as full a manner as any such documents and instruments may be executed by the undersigned general partners or any of them, and any such actions by the aforesaid Authorized Agent are hereby ratified and confirmed by the undersigned general partners. Authorized Agent's authority granted hereunder shall be subject to and limited by any applicable limitations on the authority of the general partners set forth in the Limited Partnership Agreement of the Partnership, including, but not limited to, the obtaining of any required approvals of the limited partners of the Partnership.

This Consent and the appointment and delegation set forth herein are executed pursuant to Section 3.01(h) of the Limited Partnership Agreement of the Partnership, and may be relied upon by third parties in connection with any dealings with the Partnership.

IN WITNESS WHEREOF, the undersigned general partners have caused this Consent to be signed, sealed and delivered as of the 12th day of September 2010.

AMERICAN REALTY MANAGEMENT, LLC

By: [Signature] (SEAL)
Name: Hubertus Kuempers
Title: Member

By: [Signature] (SEAL)
Name: Carsten Kuempers
Title: Member

[Signature] (SEAL)
HUBERTUS KUEMPERS

[Signature] (SEAL)
CARSTEN KUEMPERS

APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to section 1702 of the 2012 zoning resolution, the city council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes, the proposed rezoning is for residential townhomes and would provide new housing to an underserved market.

B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?

No, the existing site is vacant and with an abundance of vacant office space in the area the proposed housing will complement the surrounding uses.

C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?

The site has been vacant and on the market for a long period of time, the repurposing of the site to residential is a response to that.

D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

The proposed 25 homes will not cause an excessive or burdensome use of existing facilities.

E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?

To our knowledge the city has not adopted a comprehensive land use plan.

F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?

The city has acknowledged the lack of new housing and shortage of vacant property for that use. This site creates an excellent opportunity to repurpose a vacant site while providing housing for citizens of Peachtree Corners.

DISCLOSURE REPORT FORM
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL?

CHECK ONE: YES NO Alec Rickenbaker
(If yes, please complete the "Campaign Contributions" section below) Print Name

1. CAMPAIGN CONTRIBUTIONS

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

2. THE UNDERSIGNED ACKNOWLEDGES THAT THIS DISCLOSURE IS MADE IN ACCORDANCE WITH THE OFFICIAL CODE OF GEORGIA, SECTION 36-67A-1 ET. SEQ. CONFLICT OF INTEREST IN ZONING ACTIONS, AND THAT THE INFORMATION SET FORTH HEREIN IS TRUE TO THE UNDERSIGNED'S BEST KNOWLEDGE, INFORMATION AND BELIEF.

Alec Rickenbaker 9-30-14 Alec Rickenbaker, President
 Signature of Applicant Date Type or Print Name and Title

 Signature of Applicant's Attorney or Representative Date Type or Print Name and Title

Kendra Rich 9-30-14 _____
 Signature of Notary Date Notary Seal





September 30, 2014

City of Peachtree Corners
147 Technology Parkway NW, Suite 200
Peachtree Corners, GA 30092

RE: Rezoning Application for Duke Reserve

Dear Sirs:

Duke Reserve is an exciting new townhome community to be developed by Peachtree Residential, LLC. The 4.33 acres site is conveniently located at the intersection of Triangle Parkway and Spalding Drive just west of Peachtree Parkway. This site is located within the Triangle Parkway master plan and was previously the location for the Azko Noble office building. In 2011 the building was demolished after a fire and the site has been vacant since. Recognizing the shortage of new housing in the City and the chance to repurpose this particular property as a townhome community, this site presents an exceptional opportunity.

The site design creates a town house life style centered on convenience for its residents. Each home site has been carefully situated to provide for adequate guest parking, outdoor living, and walkability. With the very close proximity to the post office, fire station, restaurants, shopping, and employment centers, this site is an excellent residential site.

The gated community includes a mandatory homeowners association providing for full landscape maintenance for the homes. By carefully integrating existing trees, topography and open space along with timeless architectural design the neighborhood presents a style and quality commensurate with Peachtree Corners and its founder Paul Duke. The two-story homes will be four-sides brick and will ranging from 2250-3500 sqft., priced from \$400,000. Several of the sites will be basement with the remainder slab on grade.

As a 26 year old local homebuilding company with deep roots in the area Peachtree Residential offers it's customers the ability to make changes to the plans to suit their particular needs. By offering both master down and master up floorplans we expect to be selling homes to move down buyers from larger executive homes in the area as well as younger buyers seeking housing close to work or to take advantage of the excellent schools and amenities.

Sincerely,

Alec B. Rickenbaker
President

Peachtree Residential Properties
John's Creek • 7380 McGinnis Ferry Rd. • Suwanee, GA 30024
Voice 770 622 2522 • Fax 770 622 9171
www.peachtreeresidential.com

Letter of Intent / Constitutional Notice

Peachtree Residential
5555 Spalding Drive
Peachtree Corners, GA 30092

The subject property (the "Property") is 4.3 acres currently zoned M-1. The requested R-TH is a townhome residential zoning category which is not in conflict with the M-1 zoned properties which are adjacent to the Property and is consistent with the stated City policy of encouraging the repurposing of existing commercial/office sites as residential.

The hereinafter constitutional notice is now required by Georgia law.

The portions of the City of Peachtree Corners Zoning Ordinance, facially and as applied to the Property, which restrict the Property to any uses, or to any zoning district other than that proposed by the Applicant are unconstitutional in that they would destroy the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I and Section III, Paragraph I of the Constitution of the State of Georgia of 1983, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

The application of the City of Peachtree Corners Zoning Ordinance, facially and as applied to the Property, which restricts the Property to any uses, or to any zoning classification other than in accordance with the within rezoning application as proposed by the Applicant is unconstitutional, illegal, null and void, constituting a taking of Applicant's Property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States; Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States denying the Applicant an economically viable use of its land while not substantially advancing legitimate state interests.

A denial of this Application would constitute an arbitrary and capricious act by the City of Peachtree Corners City Council without any rational basis therefore constituting an abuse of discretion in violation of Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States.

A refusal by City of Peachtree Corners City Council to grant this rezoning application in accordance with the criteria requirements as requested by the Applicant would be unconstitutional and discriminated in an arbitrary, capricious and unreasonable manner between the Applicant and owners of the similarly situated property in violation of Article I, Section I, Paragraph I, and Section III, Paragraph I of the Constitution of the State of Georgia of 1983; and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States. Any rezoning of the Property subject to conditions which are different from the conditions requested by the Applicant, to the extent such

different conditions would have the effect of further restricting Applicant's utilization of the Property, would also constitute an arbitrary, capricious and discriminatory act in zoning the Property to a unconstitutional classification and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove.

The existing zoning and development standards which prohibit the Applicant's use of the property are unconstitutional. This notice is being given to comply with the provisions of O.C.G.A. § 36-33-5 to afford the City an opportunity to revise the Property to a constitutional classification. If action is not taken by the City to rectify this unconstitutional zoning classification within a reasonable time, a claim will be filed in the Superior Court of Gwinnett County demanding just and adequate compensation under Georgia law for the taking of the Property, diminution of value of the Property, attorney's fees and other damages arising out of the unlawful deprivation of the Applicant's property rights.

Accordingly, your Applicant respectfully requests that this rezoning application be granted as requested by the Applicant.

If there are any questions about this rezoning request, you may contact me at 770-622-2522 ext. 205.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alec B. Rickenbaker', with a stylized initial 'A' and 'B'.

Alec B. Rickenbaker
President

7380 McGinnis Ferry Road
Suwanee, GA 30024
(770) 622-2522

Addendum to rezoning Application for Peachtree Residential, LLC

Along with the attached October 1, 2014 application to rezone 4.33 acres from M-1 to R-TH, the applicant hereby requests the following concurrent variances to Section 1302B. of the City of Peachtree Corners Zoning Ordinance:

1. Paragraph A.8 – Internal Yard Requirements - reduce this setback from 20' to 7' from the back of curb for units 1, 3, 4, 8, 12, 19, 23, 25.
2. Paragraph A.16 – 50-foot wide landscaped strip along all exterior street frontages – reduce this to 10' on Spalding Drive and 20' on Triangle Parkway and allow a mail kiosk to encroach into the setback. Other requirements of the landscaped strip remain unchanged.

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF PEACHTREE CORNERS PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL A PUBLIC HEARING APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER: 64 - 302 - 123
(Map Reference Number) District Land Lot Parcel



9-30-14

Signature of Applicant

Date

Alec Rickenbaker, President

Type or Print Name and Title

Tax Commissioners Use Only

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

NAME

TITLE

DATE

Tax Account		
Parcel ID	Property Type	Status
R6302 123	Real Property	Active
Mailing Address: AMERICAN RLTY INVESTORS LTD 3520 PIEDMONT RD NE STE ATLANTA , GA 30305-1582 Tax District PEACHTREE CORNERS		Situs: 5555 SPALDING DR
Legal Description L1 BB SPALDING TRIANGLE UNI		

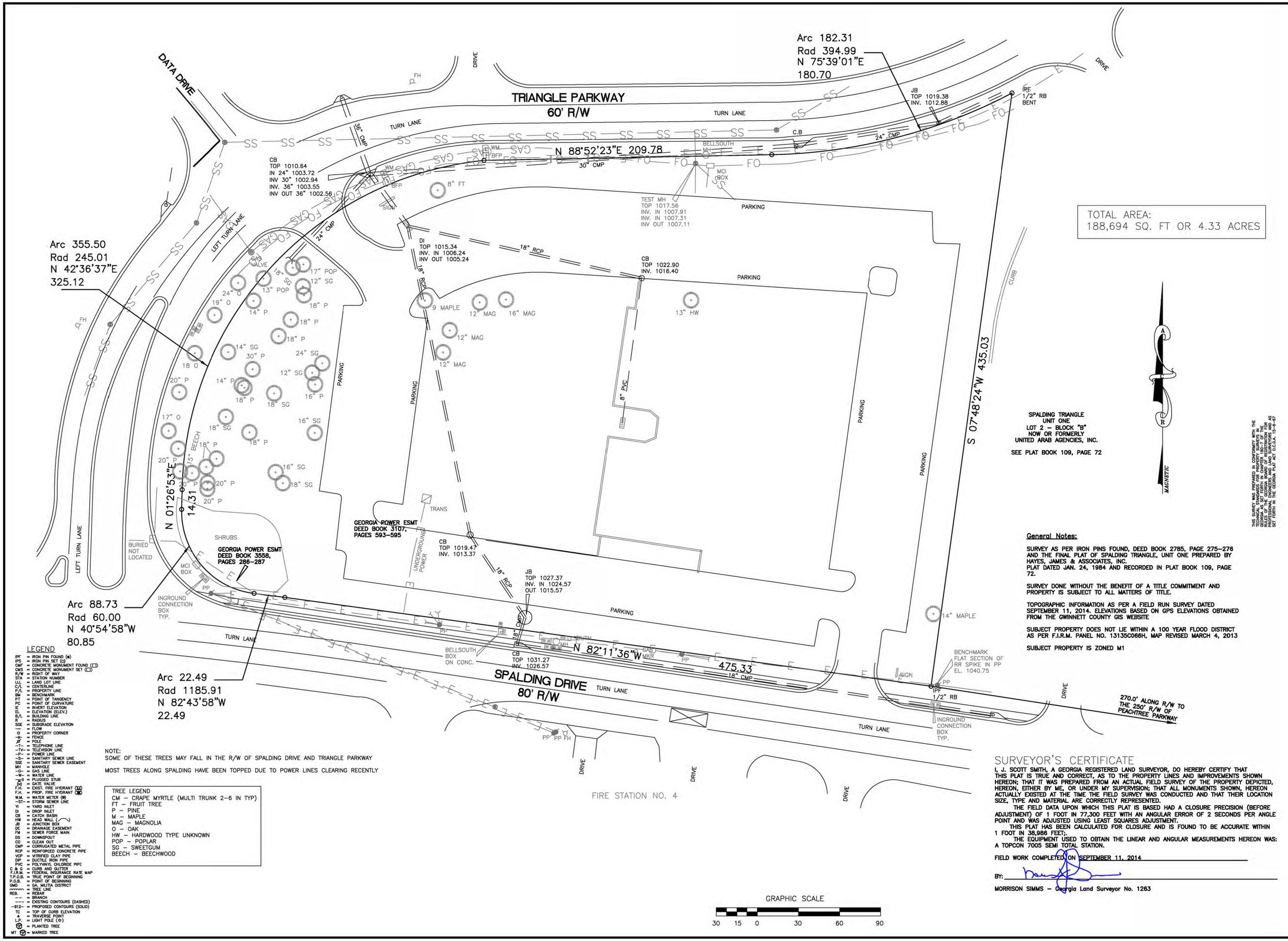
Tax Values		
Class Codes	353-Office Bldg LoRise 1-4	
Description	Market Value	Assessed Value
Land	\$606,600.00	\$242,640.00
Improvement	\$43,400.00	\$17,360.00
Total	\$650,000.00	\$260,000.00

Assessments		
Operation	Net Tax	Savings
School Taxes	\$5,148.00	\$0.00
STATE OF GEORGIA TAXES	\$26.00	\$0.00
County Incorporated with Police	\$3,419.00	\$0.00
Sub Total	\$8,593.00	\$0.00
Bond	Net Tax	Savings
School Taxes	\$533.00	\$0.00
County Incorporated with Police	\$62.40	\$0.00
Sub Total	\$595.40	\$0.00
Special Assessment	Net Tax	Savings
Commercial Street Lights	\$617.54	\$0.00
Stormwater Service Fee	\$1,645.74	\$0.00
Sub Total	\$2,263.28	\$0.00
Total Tax	\$11,451.68	\$0.00

Note: You may click on the individual Authorities to view a detailed breakdown.

Tax Installment Information							
Period	Bill Number	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	22128322	10/1/2014	2014	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:				\$0.00	\$0.00	\$0.00	\$0.00

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2014	22128322	B14.41186	\$11,451.68	9/8/2014



TOTAL AREA:
188,694 SQ. FT OR 4.33 ACRES

SPALDING TRIANGLE
UNIT ONE
LOT 2 - BLOCK "B"
NOW OR FORMERLY
UNITED ARAB AGENCIES, INC.
SEE PLAT BOOK 109, PAGE 72

General Notes:

SURVEY AS PER IRON PINS FOUND, DEED BOOK 2785, PAGE 275-276 AND THE FINAL PLAT OF SPALDING TRIANGLE, UNIT ONE PREPARED BY HAYES, JAMES & ASSOCIATES, INC. PLAT DATED JAN. 24, 1984 AND RECORDED IN PLAT BOOK 109, PAGE 72.

SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND PROPERTY IS SUBJECT TO ALL MATTERS OF TITLE.

TOPOGRAPHIC INFORMATION AS PER A FIELD RUN SURVEY DATED SEPTEMBER 11, 2014. ELEVATIONS BASED ON GPS ELEVATIONS OBTAINED FROM THE GWINNETT COUNTY GIS WEBSITE

SUBJECT PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD DISTRICT AS PER F.I.R.M. PANEL NO. 13135C066H, MAP REVISED MARCH 4, 2013

SUBJECT PROPERTY IS ZONED M1

SURVEYOR'S CERTIFICATE

I, J. SCOTT SMITH, A GEORGIA REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AS TO THE PROPERTY LINES AND IMPROVEMENTS SHOWN HEREON; THAT IT WAS PREPARED FROM AN ACTUAL FIELD SURVEY OF THE PROPERTY DEPICTED, HERON, EITHER BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN, HERON ACTUALLY EXISTED AT THE TIME THE FIELD SURVEY WAS CONDUCTED AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY REPRESENTED.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE PRECISION (BEFORE ADJUSTMENT) OF 1 FOOT IN 77,300 FEET WITH AN ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES ADJUSTMENT.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 38,986 FEET.

THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS HEREON WAS: A TOPCON 7005 SEMI TOTAL STATION.

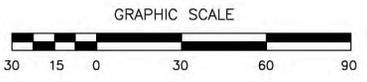
FIELD WORK COMPLETED ON SEPTEMBER 11, 2014

BY: *[Signature]*
MORRISON SIMMS - Georgia Land Surveyor No. 1263

- LEGEND**
- IPF = IRON PIN FOUND (M)
 - IPS = IRON PIN SET (C)
 - CMF = CONCRETE MONUMENT FOUND (CD)
 - CMS = CONCRETE MONUMENT SET (CD)
 - R/W = RIGHT OF WAY
 - STA = STATION NUMBER
 - ULL = CENTERLINE
 - C/L = CENTERLINE
 - P/L = PROPERTY LINE
 - BM = BENCHMARK
 - PT = POINT OF TANGENCY
 - PC = POINT OF CURVATURE
 - IE = INVERT ELEVATION
 - ELEV = ELEVATION (ELEV.)
 - B/L = BUILDING LINE
 - R/C = RADIUS
 - SE = SURFACE ELEVATION
 - FO = FLOW
 - FC = FLOW CORNER
 - PO = POLE
 - TEL = TELEPHONE LINE
 - TVL = TELEVISION LINE
 - PL = POWER LINE
 - SFL = SANITARY SEWER LINE
 - SFM = SANITARY SEWER EASEMENT
 - MH = MANHOLE
 - W = WATER LINE
 - WV = WATER VALVE
 - F.H. = PROP. FIRE HYDRANT (CD)
 - W.M. = WATER METER (M)
 - ST = STORM SEWER LINE
 - YI = YARD INLET
 - DI = DRAINAGE EASEMENT
 - FM = FLOW MAIN
 - DS = DOWNSPOUT
 - CD = CLEAN OUT
 - RMP = CORRUGATED METAL PIPE
 - VCP = VITRIFIED CLAY PIPE
 - DIP = DUCTILE IRON PIPE
 - PCP = POLYETHYLENE GLYCOL PIPE
 - C & G = CURB AND GUTTER
 - F.I.R.M. = FEDERAL INSURANCE RATE MAP
 - T.P.O.B. = TRUE POINT OF BEGINNING
 - P.O.B. = POINT OF BEGINNING
 - GMD = GAL. MILTA DISTRICT
 - REB. = REBAR
 - = EXISTING CONTOURS (DASHED)
 - - - = PROPOSED CONTOURS (SOLID)
 - TC = TOP OF CURB ELEVATION
 - A = TRAVERSE POINT
 - L = LIGHT POLE (S)
 - MT = MARKED TREE

- TREE LEGEND**
- CM - CRAPE MYRTLE (MULTI TRUNK 2-6 IN TP)
 - FT - FRUIT TREE
 - P - PINE
 - M - MAPLE
 - MAG - MAGNOLIA
 - O - OAK
 - HW - HARDWOOD TYPE UNKNOWN
 - POP - POPLAR
 - SG - SWEETGUM
 - BEECH - BEECHWOOD

NOTE:
SOME OF THESE TREES MAY FALL IN THE R/W OF SPALDING DRIVE AND TRIANGLE PARKWAY
MOST TREES ALONG SPALDING HAVE BEEN TOPPED DUE TO POWER LINES CLEARING RECENTLY



ACR Engineering, inc.
ATLANTA COMMERCIAL & RESIDENTIAL ENGINEERING
600 PINNACLE ROAD
SUITE 685
NORCROSS, GA 30071
TEL: (678) 291-0000
FAX: (678) 291-6887

TREE SURVEY
FOR
5555 SPALDING DRIVE
CITY OF PEACHTREE CORNERS
GWINNETT COUNTY, GEORGIA



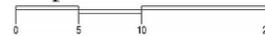
No.	Revision/Issue	By	Date

LAND LOT(S):	302
DISTRICT:	5TH
SECTION:	GWINNETT
COUNTY:	GA
STATE:	GEORGIA
DESIGNED:	JAS
DRAWN:	JAS

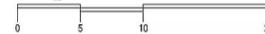
DRAWING:	1401SS.DWG	Sheet
SNAPSHOT:		1
DATE:	09-12-2014	of
SCALE:	1"=30'	1
H:	N/A	
V:	N/A	



Conceptual Side Elevation



Conceptual Front Elevation



Duke Reserve

6290 ABBOTTS BRIDGE ROAD • SUITE 503 • BDI ARCHITECTS, INC. • JOHNS CREEK • GEORGIA • 30097 • TEL: 678.624.0090 • FAX: 678.624.0091

10/01/14

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of the Code of Federal Regulations.
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PUBLIC HEARING

Duke Reserve



CASE NUMBER: RZ2014-002

**PLANNING
COMMISSION**

**CITY COUNCIL
1ST READING**

**CITY COUNCIL
2ND READING**

HEARING DATES:

11/12/14

11/18/14

12/16/14

PROPERTY ADDRESS: 5555 Spalding Drive

02014-11-35
DDA Property

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO PH2014-006, DDA PROPERTY, REQUEST FOR A CONCEPT PLAN APPROVAL AND ASSOCIATED REGULATIONS FOR 20.6 ACRES OF PROPERTY LOCATED IN THE 5200 BLOCK OF PEACHTREE PARKWAY.

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 meetings were held by the Mayor and City Council of Peachtree Corners on November 18, 2014 and December 16, 2014;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on December 16, 2014 hereby ordain and approve Zoning Case PH2014-006, for the above referenced property including the Concept Plan and associated regulations stipulated in Tables 'A' and 'B' (attached).

Effective this 16th day of December, 2014.

So signed and Witnessed

Approved :

this _____ day of _____, 2014

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

CONCEPT PLAN ANALYSIS

PLANNING COMMISSION DATE: NOVEMBER 12, 2014
CITY COUNCIL DATE: DECEMBER 16, 2014

CASE NUMBER **PH2014-006**
APPLICATION REQUEST CONCEPT PLAN APPROVAL
LOCATION 5200 BLOCK OF PEACHTREE PKWY.
PROPERTY SIZE 20.6 ACRES
MAP NUMBER 6-301-183,
CURRENT ZONING MIXED USE DEVELOPMENT(MUD)
FUTURE DEVELOPMENT MAP PREFERRED OFFICE

APPLICANT / OWNER CITY OF PEACHTREE CORNERS
DOWNTOWN DEVELOPMENT AUTHORITY

CONTACT: DAN GRAVELINE, CHAIRMAN

RECOMMENDATION: APPROVE

PROJECT SUMMARY:

The subject property is comprised of 20.6 acres and is located across Peachtree Parkway from the Forum shopping center. The Downtown Development Authority acquired the property in May, 2013 for the purpose of developing it into a mixed use Town Center. Since the acquisition, the property has been rezoned from RM-13, multi-family housing, to Mixed Use Development (MUD). This rezoning was subject to one condition included in Ordinance 2013-06-18 as follows: *that the concept plans and associated regulations for the development of the subject property be reviewed by the Planning Commission and approved by the City Council.*

Over the past six months, designers have worked to capture the vision for a mixed use Town Center and convert that vision into a plan for the property. This effort has met with some challenges because of the configuration of the site and other factors including the need to tie into an existing development, work around an antenna tower, incorporate a creek with buffers, and accommodate the potential for future expansion.

The resulting plan provides a mix of uses in a balanced environment with equal amounts of both built and open spaces. Ground floor spaces within the commercial areas of the plan are designed for retail, restaurant, and entertainment. Second floor spaces are intended for office use. The residential units shown on the plan are designed as for-sale townhomes. There are three access points into the site, an opportunity for a nature trail, and a Town Square that's over two acres in size. Future plans call for a Performing Arts facility and one or two restaurants to be located just off the Town Square.

In order for the development to be built in accordance with the intent for the property and fulfill the vision for the site, development regulations have to be established. The regulations recommended for the property are shown in Tables 'A' and 'B' (attached).

ZONING STANDARDS:

Zoning Code Section 1318 governs MUD zoned property. This Section is divided into thirteen regulation categories including permitted uses, density, building height, design criteria, common area, parking, and signage. Many of these regulations are intended to guide a developer/ applicant in the preparation of a plan and ensure that the final product will conform to community objectives, particularly with regard to common areas.

However, this application is different than what the Zoning Code assumes in that the Downtown Development Authority intends to retain ownership of most of the common areas including the parking deck, the town square, and the main internal roadways. Therefore, the development concerns in this case would only apply to the commercial and residential portions of the property which constitute no more than 12 of the 20.6 acres.

DEPARTMENT ANALYSIS:

This concept plan represent a development that is intended to serve several functions. It is first and foremost a town center, a place where the community can come together and share good times. It is also a landmark destination and a companion piece to the Forum, providing a counterbalance of activity on the east side of Peachtree Parkway. Finally, it is a place for entertainment and night life in a community where those amenities are currently lacking.

The Town Center concept plan offers live, work, and play options within a fairly small development area. It is designed to encourage pedestrian activity and also to accommodate connectivity to adjacent properties and future growth. As with most design problems, there are many possible solutions. Although other plan configurations could also be suitable, the plan presented should function well. It meets its objectives and has no 'fatal flaws' which would undermine its success.

RECOMMENDATION:

It is recommended that the submitted concept plan for the DDA property be approved and subject to the Town Center Standards outlined in Tables 'A' and 'B', attached.

Town Center Standards

Table 'A'

Permitted and Prohibited Uses

Permitted Uses

Within 'Residential'
Designated Area: For-Sale Townhouses; Condominiums

Within 'Commercial'
Designated Area: Ground Floor: Retail, Chef-driven Restaurants, local chain restaurants (Special Use approval required for regional and national chain restaurants), Cinema with dining (limited to adult customers after 7PM), bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, and C-1 and C-2 permitted uses except as noted in Prohibited Uses, below.

Second and all other Floors: All uses permitted on the ground floor and professional offices, administrative offices, service uses (i.e. salons, spas, travel agencies, banks, fitness facilities[3500 sq. ft. or less], tutoring), entertainment uses (i.e. comedy and jazz clubs,) civic uses, residential uses, and C-1, and C-2 permitted uses except as noted in Prohibited Uses, below.

Prohibited Uses

Within 'Residential'
Designated Area: Single-Family Detached Housing; Multi-Family Rental Housing; Assisted Living.

Within 'Commercial'
Designated Area: Animal hospitals or veterinary clinics; tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; and clothing resale stores.

Town Center Standards

Table 'B'

Development Regulations

Regulation	Residential Development	Commercial Development
Height	Townhouse – 40 ft. max. Condominium – 70 ft. max.	retail/office bldg. – 20 ft. min./70 ft. max. restaurant, theater – 40 ft. max. hotel – 70 ft. max.
Stories	Townhouse- 3-stories max. Condominium – 5-stories max.	retail/ office bldg.. – 2- stories min. / 4- stories max. free-standing restaurant, theater – 2 stories max. hotel – 5-stories max.
Unit size	Townhouse – 2000 sq. ft. min. Condominium – 1000 sq. ft. min.	
Setback: Front	Townhouse- 10 ft. min. next to ext. rd. 5 ft. min. next to int. rd. Condominium- 20 ft. (ext. rd.) 10 ft. (int. rd.)	retail/office- 20 ft. (ext. rd.); 0 ft. (int. rd.) restaurant – 20 ft. (ext. rd.); 0ft. (int. rd.) hotel – 20 ft. (ext. rd.); 0 ft. (int. rd.) theater – 20 ft. (ext. rd.); 0 ft. (int. rd.)
Side	Townhouse – 5 ft. min. on non- attached side 10 ft. min. between Buildings Condominium – 10 ft. min.	outparcels - 20 ft. from property line all others – 10 ft. between buildings
Rear	All development – 10 ft. min.	
Lot Width	Townhouse- 24 ft. min.	outparcels – 75 ft. min.
Building Facing	All buildings located along an external road must face, or appear to face, that road.	
Building Aesthetic	Traditional European inspired style similar in appearance to the Forum and as approved by the Planning Commission.	
Walls	Primarily brick or stone with stucco accents (and glass store fronts in commercial bldgs.)	
Roof: Color	earth tones	medium shades of browns and greys
Materials	slate, tile or architectural shingles with a slate or tile appearance.	Commercial roofs must incorporate breaks and change in material or color at least every 40 ft.
Pitch	Townhouse- min. 4:12 Condominium and Office/retail buildings to match roof pitch at the Forum.	
Signage	Sign package (incl. materials, sizes, colors, font types, location, number) to be approved by Planning Commission	
Landscaping	10 ft. wide strip along parking lots and external roadways. Street trees along internal and external streets and parking lot islands as per Overlay Standards (Zoning Code Sec. 1315). Commercial and condominium buildings shall incorporate live plant material growing immediately in front of or directly on the building.	
Lighting / street furnishings	– per Zoning Code regulations and subject to Planning Commission approval.	
Parking	per Zoning Code regulations	
Screening	per Zoning Code regulations	



**PEACHTREE CORNERS TOWNCENTER
CONCEPTUAL PLAN**

DECEMBER.09.14
1308001



EXISTING BANK BUILDING

ADJACENT GROCERY AND
RETAIL BEING DEVELOPED BY
SAME DEVELOPMENT TEAM

THE FORUM

Entrance to
The Forum

FUTURE PEDESTRIAN CONNECTION
TO THE FORUM - PROVIDED BY
OTHERS

PEDESTRIAN TRAILS
ALONG GREENWAY - CONNECTING
TO SIDEWALKS AND VILLAGE CORE

PEACHTREE PARKWAY - SP 141

GROCERY

RETAIL

RETAIL

RESTAURANT

RESTAURANT

RETAIL

RESTAURANT

RESTAURANT

RESTAURANT

PARK

PARKING
DECK

THEATER

RESIDENTIAL

EXISTING CELL TOWER
LOCATION

MEDLOCK BRIDGE ROAD

TOWN SQUARE PARK - STREETS CAN
BE CLOSED OFF TO CREATE LARGER
SPACE FOR SPECIAL EVENTS

PEACHTREE CORNERS CIRCLE

940 ft

APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.



Signature of Applicant

10-22-14

Date

DAN GRAVELINE, IDA CHAIRMAN

Type or Print Name and Title

Signature of Notary Public

Date

Notary Seal

PROPERTY OWNER'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.



Signature of Property Owner

10-22-14

Date

DAN GRAVELINE, IDA CHAIRMAN

Type or Print Name and Title

Signature of Notary Public

Date

Notary Seal

**DISCLOSURE REPORT FORM
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS**

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL?

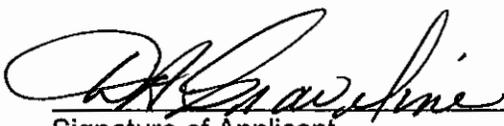
CHECK ONE: YES NO
(If yes, please complete the "Campaign Contributions" section below)

DAN GRAVELINE
Print Name

1. CAMPAIGN CONTRIBUTIONS

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

2. THE UNDERSIGNED ACKNOWLEDGES THAT THIS DISCLOSURE IS MADE IN ACCORDANCE WITH THE OFFICIAL CODE OF GEORGIA, SECTION 36-67A-1 ET. SEQ. CONFLICT OF INTEREST IN ZONING ACTIONS, AND THAT THE INFORMATION SET FORTH HEREIN IS TRUE TO THE UNDERSIGNED'S BEST KNOWLEDGE, INFORMATION AND BELIEF.

 10-22-14 DAN GRAVELINE, CHAIRMAN DDA
Signature of Applicant Date Type or Print Name and Title

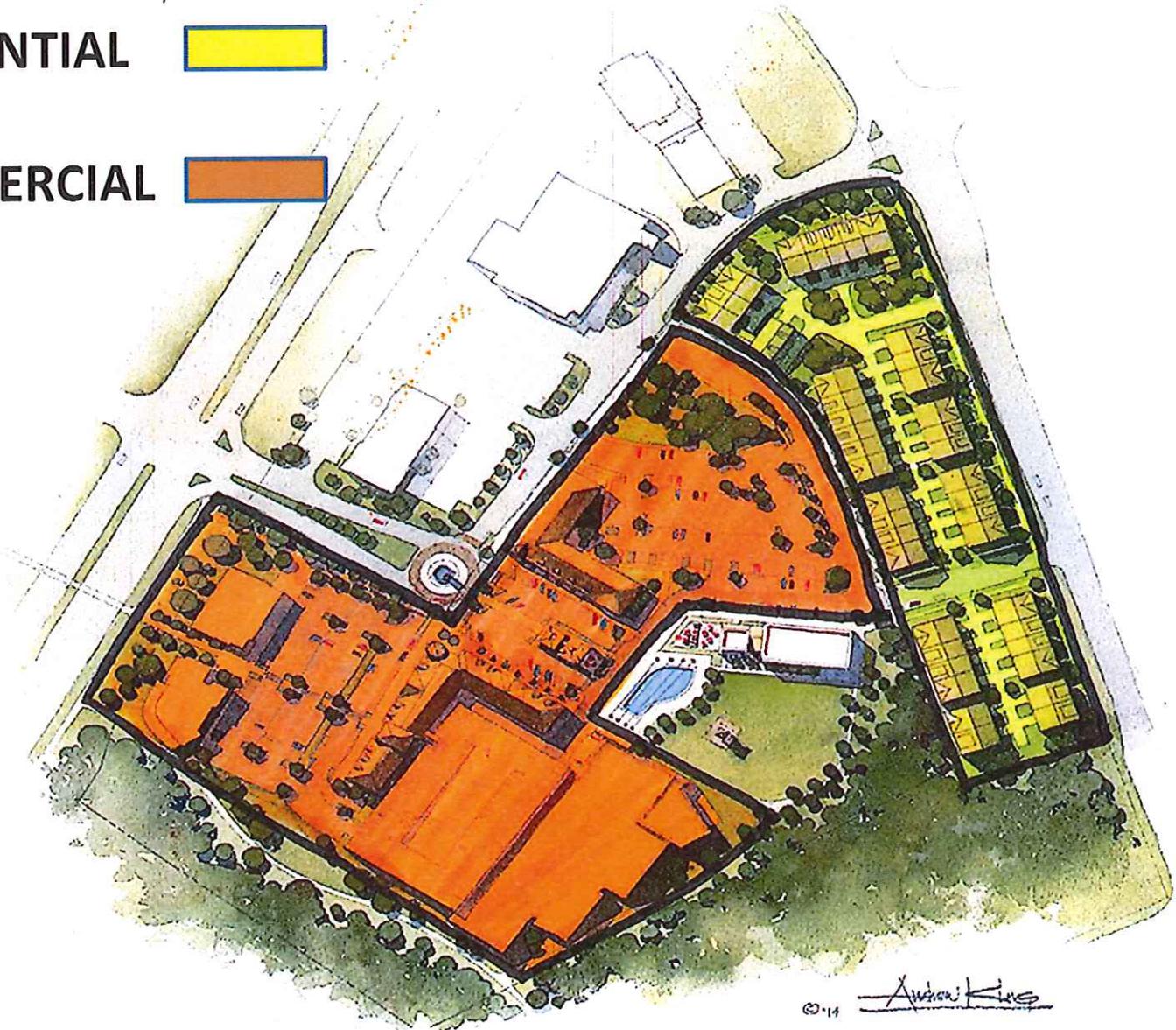
Signature of Applicant's Attorney or Representative Date Type or Print Name and Title

Signature of Notary Date Notary Seal

RESIDENTIAL

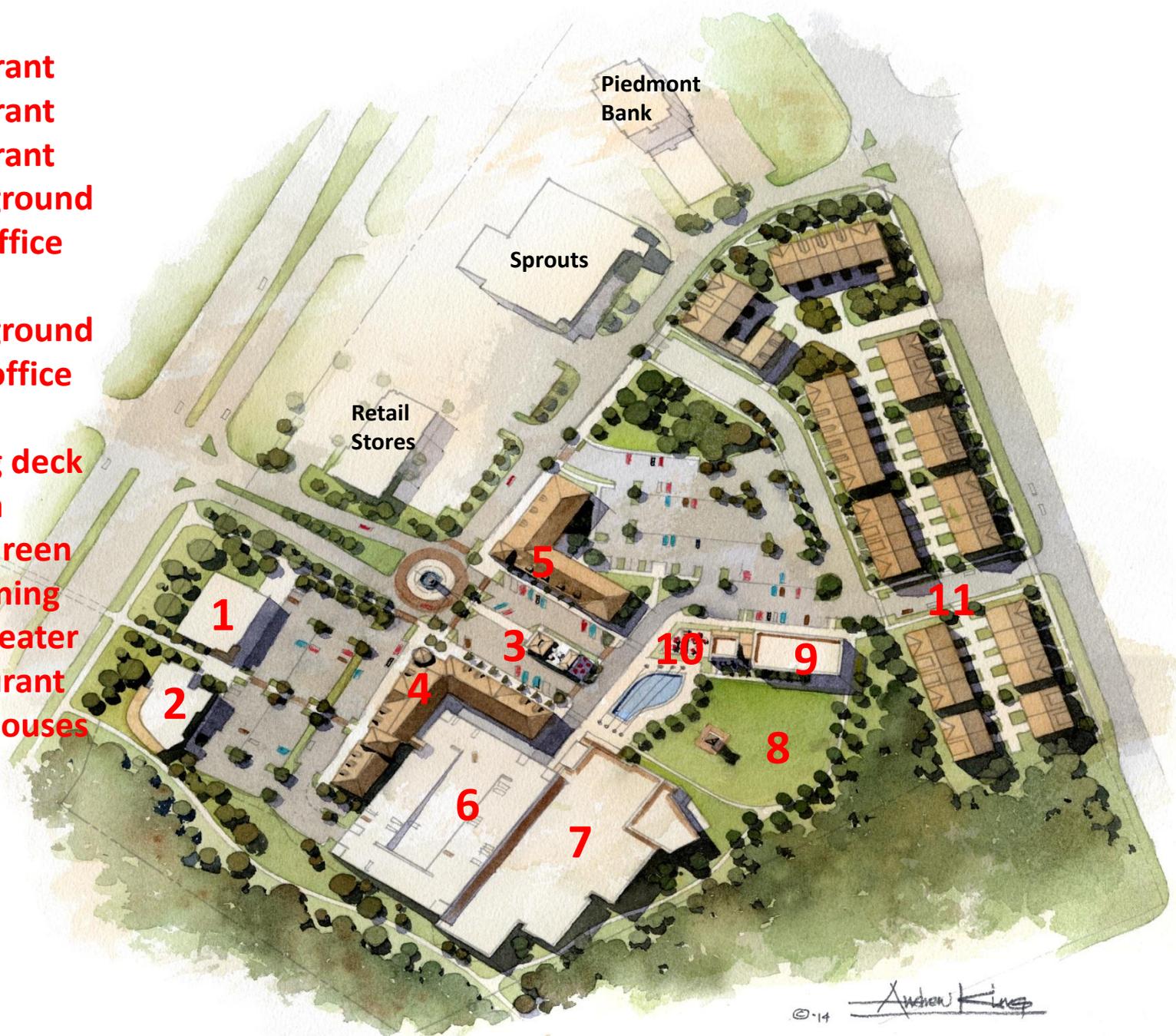


COMMERCIAL

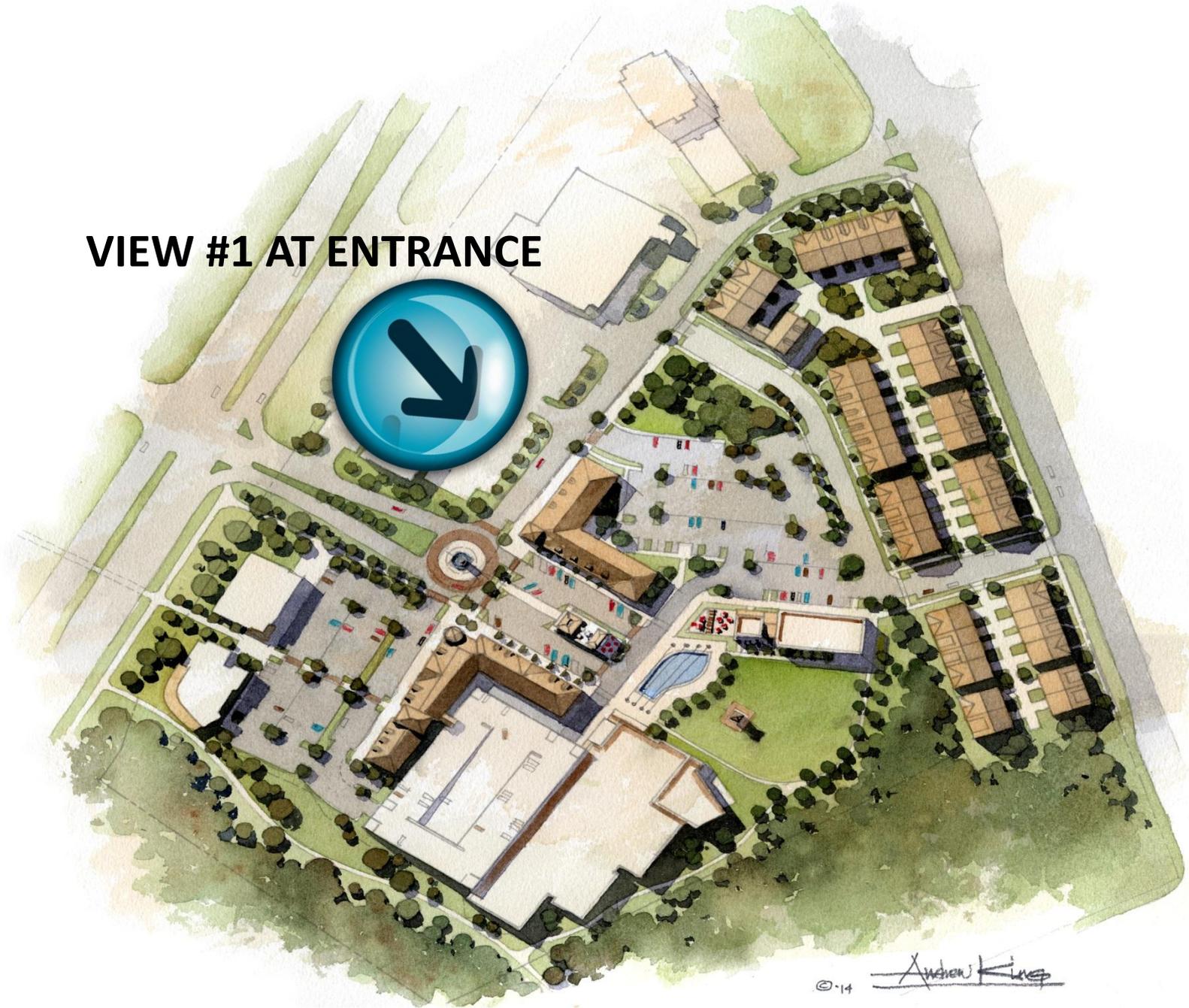


©14 Andrew King

1. Restaurant
2. Restaurant
3. Restaurant
4. Retail ground floor/office above
5. Retail ground floor/ office above
6. Parking deck
7. Cinema
8. Town Green
9. Performing Arts Theater
10. Restaurant
11. Townhouses

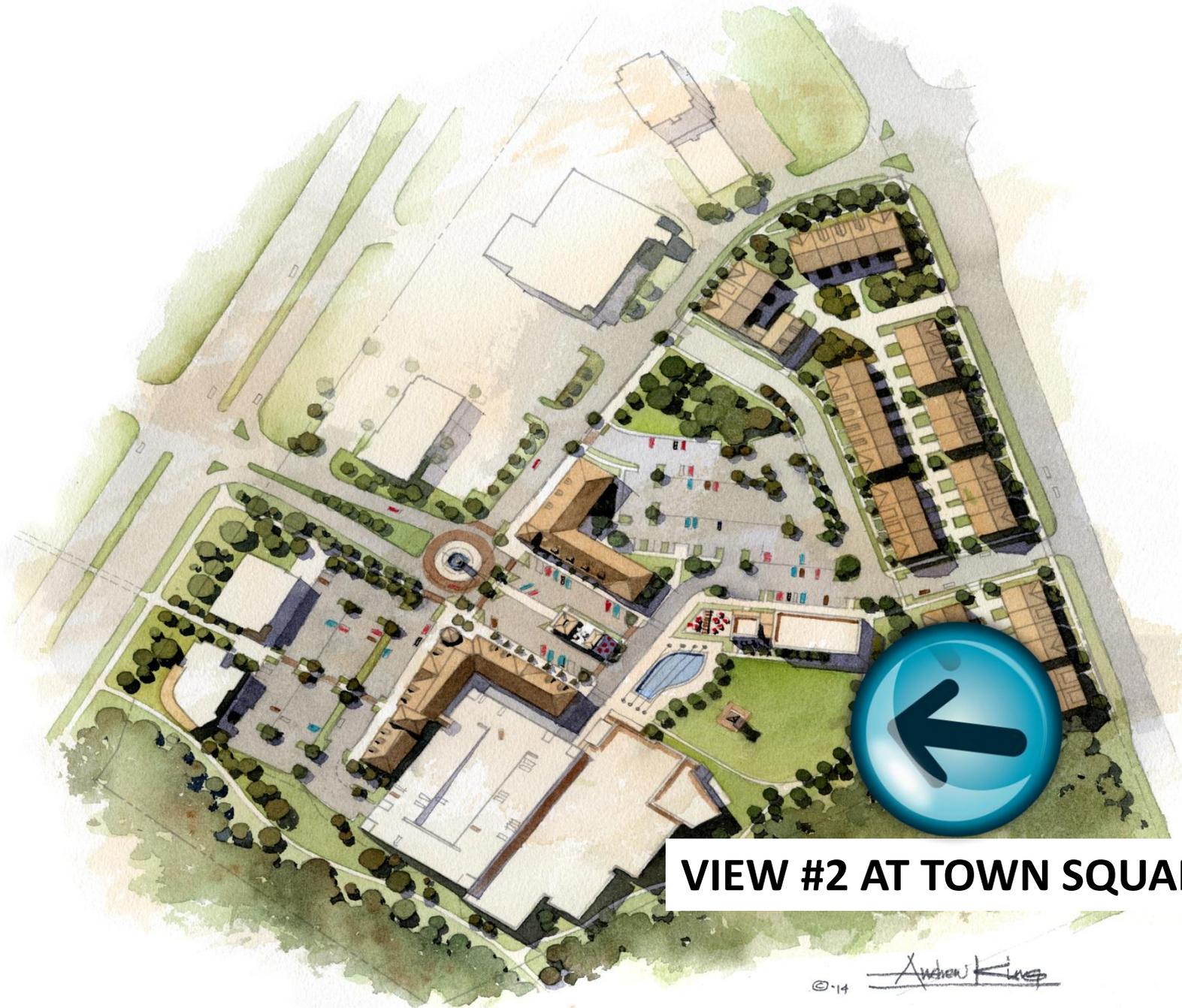


VIEW #1 AT ENTRANCE





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VIEW #2 AT TOWN SQUARE



Andrew King
©14

R2014-11-33

**Reappointment of
Planning
Commission**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
REAPPOINTING CERTAIN PLANNING COMMISSION MEMBERS WHOSE
TERMS ARE SET TO EXPIRE.**

WHEREAS, the Planning Commission was constituted in September, 2012 with five members having staggered terms; and

WHEREAS, certain Planning Commission members have terms which will expire on January 15, 2015; and

WHEREAS, these Planning Commission members have served the City well and the City Council wishes to extend their tenure on the Planning Commission by reappointment to a two-year term;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the following Planning Commission members shall be reappointed as shown:

1. Matt Houser - new term expires 1/15/17
2. Mark Willis - new term expires 1/15/17
3. Italia Metts - new term expires 1/15/17

SO RESOLVED AND EFFECTIVE, this the 16th day of December, 2014.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk
Seal

R2014-11-34

**Reappointment of
Zoning Board of
Appeals**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
REAPPOINTING CERTAIN ZONING BOARD OF APPEALS MEMBERS WHOSE
TERMS ARE SET TO EXPIRE.**

WHEREAS, the Zoning Board of Appeals was constituted in September, 2012 with five members having staggered terms; and

WHEREAS, certain Zoning Board of Appeals members have terms which will expire on January 15, 2015; and

WHEREAS, these Zoning Board of Appeals members have served the City well and the City Council wishes to extend their tenure on the Zoning Board of Appeals by reappointment to a two-year term;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council that the following Zoning Board of Appeals members shall be reappointed as shown:

1. James Blum - new term expires 1/15/17
2. Eric Christ - new term expires 1/15/17
3. Amreeta Regmi - new term expires 1/15/17

SO RESOLVED AND EFFECTIVE, this the 16th day of December, 2014.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk
Seal

APH2014-09-16

Cheeky



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: December 16th, 2014 City Council Meeting

Agenda Item: APH 2014-09-016- Approval of Alcoholic Beverage License Application for Cheeky Forum, LLC at 5161 Peachtree Pkwy, Ste 630, Peachtree Corners GA 30092. Applicant is Jose Hevia for Consumption on the Premise Beer, Wine & Distilled Spirits.

Staff Recommendation:

Approve the application for Consumption on the Premise Beer, Wine & Distilled Spirits Beverage License for Cheeky Forum, LLC located at 5161 Peachtree Pkwy, Ste 630, Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on November 24, 2014 required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on December 5th and December 12th. 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

APH2014-09-17

Hyatt Place

Atlanta



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: December 16th, 2014 City Council Meeting

Agenda Item: APH 2014-09-017- Approval of Alcoholic Beverage License Application for Aimbridge Concessions, Inc DBA: Hyatt Place Atlanta/ Norcross/ Peachtree Corners at 5600 Peachtree Pkwy, Peachtree Corners GA 30092. Applicant is Vincent Francis Cuce for Consumption on the Premise Beer, Wine & Distilled Spirits.

Staff Recommendation:

Approve the application for Consumption on the Premise Beer, Wine & Distilled Spirits Beverage License for Aimbridge Concessions Inc DBA: Hyatt Place Atlanta/ Norcross/ Peachtree Corners located at 5600 Peachtree Pkwy, Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on October 31st, 2014 required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on December 5th and December 12th. 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

APH2014-09-18

Samui Island Thai

Cuisine



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: December 16th, 2014 City Council Meeting

Agenda Item: APH 2014-09-018- Approval of Alcoholic Beverage License Application for Siempure, Inc DBA: Samui Island Thai Cuisine at 5450 Peachtree Pkwy, Ste 7D, Peachtree Corners GA 30092. Applicant is Jirawan Rattanachatee for Consumption on the Premise Beer & Wine.

Staff Recommendation:

Approve the application for Consumption on the Premise Beer & Wine Beverage License for Siempure Inc DBA: Samui Island Thai Cuisine located at 5450 Peachtree Pkwy, Ste 7D Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on November 25th, 2014 required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on December 5th and December 12th. 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

**Contract for
Holcomb Bridge
Road Corridor
Study**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: December 16, 2014

SUBJECT: Holcomb Bridge Road Corridor Study –Consultant Recommendation

An ad-hoc committee reviewed the four proposals submitted in response to RFP 2014-002, Holcomb Bridge Road Corridor Study. The committee considered each firm's qualifications, project approach, previous experience, and fee proposal. Based on the evaluation criteria, the committee ranked Lord, Aeck, Sargent as the first choice consultant to perform the work for an amount not to exceed \$112,000. If terms cannot be reached with the first ranked firm, the committee recommends Pond + Co. as the second ranked consultant to perform the work for an amount not to exceed \$118,450.

Recommendation

Award the Holcomb Bridge Road Corridor Study project to Lord, Aeck, Sargent for an amount not to exceed \$112,000 and authorize the Mayor to execute contract documents.

02014-12-36

**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; 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, on July 1, 2012, the City adopted the governing laws and ordinances for the City of Peachtree Corners in large groups and by whole sections; and

WHEREAS, in order to effectively implement the Illicit Discharge and Illegal Connection Regulations, the City would best be served by having a separate ordinance specifically crafted for Peachtree Corners;

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN that the Illicit Discharge and Illegal Connection Regulations are hereby approved and adopted as Art. 1, Sec. 100-21 through Sec. 100-28 of the City of Peachtree Corners Code of Ordinances.

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

Approved:

Mike Mason, Mayor

ATTEST:

(SEAL)
Kym Chereck, City Clerk

Illicit Discharge and Illegal Connection Ordinance

Sec. 100-21 - General provisions.

(a)

Title. This article shall be known as the "Illicit Discharge and Illegal Connection Ordinance".

(b)

Authority. The authority for this article is based on home rule provisions of the Georgia Constitution, Article IX, Section 2, Paragraph 3(a)(6).

(c)

Findings. It is hereby determined that:

(1)

The city separate storm sewer system was designed and installed to manage stormwater so as to prevent localized flooding, damage to property and risk to public safety;

(2)

The city separate storm sewer system was not designed or installed as a receiving system for non-stormwater discharges;

(3)

Discharges to the city separate storm sewer system that are not composed entirely of stormwater contribute to increased nonpoint source pollution and degradation of receiving waters;

(4)

These non-stormwater discharges occur due to spills, dumping and improper connections to the county separate storm sewer system from residential, industrial, commercial or institutional establishments;

(5)

These non-stormwater discharges not only impact local waterways individually, but geographically dispersed, small volume non-stormwater discharges can have cumulative impacts on receiving waters;

(6)

The impacts of these non-stormwater discharges adversely affect public health and safety, drinking water supplies, recreation, fish and other aquatic life, property values and other uses of lands and waters;

(7)

These impacts can be minimized through the regulation of spills, dumping and discharges into the city separate storm sewer system;

(8) Localities in the State of Georgia are required to comply with a number of state and federal laws, regulations and permits which require a locality to address the impacts of non-point source pollution caused by non-stormwater discharges to the city separate storm sewer system;

(9) The Clean Water Act requires the management and maintenance of the city separate storm sewer system and the management of discharges to that system;

(10) Therefore, in order to prohibit such non-stormwater discharges to the city separate storm sewer system, it is determined that the regulation of spills, improper dumping and discharges to the city separate storm sewer system is in the public interest and will prevent threats to public health and safety, and the environment.

(d) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the city separate storm sewer system to the maximum extent practicable as required by federal law. This article establishes methods for controlling the introduction of non-stormwater discharges into the city separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are to:

(1) Comply with all Georgia Department of Natural Resources (DNR) and Federal Environmental Protection Agency (EPA) stormwater regulations developed pursuant to the Clean Water Act; and

(2) Prohibit illicit discharges and illegal connections to the city separate storm sewer system; and

(3) Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the city separate storm sewer system; and,

(4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this article.

(e) *Applicability.* The provisions of this article shall apply throughout the geographic area of the city of Peachtree Corners. The city may enter into agreements with Gwinnett County, or other municipalities, to carry out the purpose of this article. These agreements may include, but are not limited to, enforcement of provisions, resolution of disputes, and cooperative monitoring and management of the separate storm sewer system and management programs.

(f)

Compatibility with other regulations. This article is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this article constitute a minimum standard, should not be deemed to limit or repeal any other local requirements, and are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this article 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.

(g)

Severability. If the provisions of any section, subsection, paragraph, subdivision or clause of this article 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 article.

(h)

Responsibility for administration.

(1)

The city shall have the power to administer, implement, and enforce the provisions of this article and any procedures, standards and guidelines established under authority of this article. Such power shall include the right to maintain an action or procedure in any court of competent jurisdiction to compel compliance with or restrain any violation of this article.

(2)

The city shall be responsible for the conservation, management, maintenance (where applicable), extension and improvement of the city separate storm sewer system, including activities necessary to control stormwater and activities necessary to administer and implement the stormwater management programs incorporated by reference into the city's NPDES stormwater permit.

(3)

The city may develop, and update periodically, a stormwater management design manual for the guidance of persons preparing stormwater management plans, designing or operating stormwater management systems, and designing or operating facilities that may contribute non-stormwater discharges to the city's separate storm sewer system.

(4)

The city may:

a.

Establish or oversee the establishment of standards and guidelines for controlling stormwater; and

b.

Determine the manner in which conveyances should be operated; and

- c. Inspect private systems which discharge to the city separate storm sewer system; and
 - d. Advise city departments on issues related to stormwater; and
 - e. Protect facilities and premises controlled by the city and prescribe how they are to be used by others; and
 - f. Require facilities or activities that create new, increased, or significantly changed stormwater contributions to the city's separate storm sewer system to comply with the terms of this article; and
 - g. Develop programs or procedures to control the discharge of pollutants into the city separate storm sewer system.
- (5) Stormwater systems and facilities installation standards and specifications.
- a. *Short title, authority and applicability.* This subsection shall be known and may be cited as the Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications Ordinance.
 - b. *Authority to adopt.* Gwinnett County has the authority to adopt this subsection pursuant to Article 9, Section 2, Paragraph III (a)(6) and Article 9, Section 2, Paragraph III (c), (d) of the Constitution of the State of Georgia, and Sections 61 (4) (C) (ii) and 62 (a) (2) of Chapter 82 of Title 36 of the Official Code of Georgia Annotated.

- c. *General policy.* All extensions of or additions to the stormwater system shall be designed and built in accordance with standards of the Gwinnett County department of water resources. The standards shall be those stated in the latest edition of "Stormwater Systems and Facilities Installation Standards and Specifications for Gwinnett County", which shall be developed, published in a document and made available to the public at the department of water resources. No installation of pipe or other materials used for construction of extensions of or additions to the stormwater system shall be allowed until the required information is received and the design is approved by the department of water resources. Inspection and acceptance procedures shall be specified in these standards.
 - d. *Performance standards.* The department of water resources shall require that all materials specified for construction of extensions of or additions to the stormwater system shall have equal performance, i.e., approximately equal economic life.
 - e. *Compliance with other regulations.* Design and construction of extensions of or additions to the stormwater system shall comply with all local, state, and federal rules and regulations pertaining to stormwater facility installation, including but not limited to rules and regulations for safety, erosion and sediment control, stream buffer protection, wetlands, and water quality standards.
-
-

Sec. 100-22. - Definitions.

- (a) For the purposes of this article, unless specifically defined below, words or phrases shall be interpreted so as to give them the meaning they have in common usage and to give this article it's most effective application. Words in the singular shall include the plural, and words in the plural shall include the singular. Words used in the present tense shall include the future tense; the word "shall" connotes "mandatory" and not "discretionary"; the word "may" is permissive.
- (b) Unless otherwise specified, or it is apparent from the context, definitions herein will be the same as those in other city codes.
- (c) For the purposes of this article, the following terms, phrases and words, and their derivates, shall have the meaning given herein:
Accidental discharge means a discharge prohibited by this article that occurs

by chance and without planning or thought prior to occurrence.

City shall mean the city of Peachtree Corners and its employees and agents.

Clean Water Act means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), and any subsequent amendments thereto.

Construction activity means activities subject to the Georgia Erosion and Sedimentation Control Act or NPDES General Construction Permits. These include construction projects resulting in land disturbance. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.

Conveyance shall mean an aboveground or underground natural or man made drainage feature, that provides for the collection and movement of stormwater, and shall include but not be limited to concrete or metal pipes, ditches, depressions, swales, roads with drainage systems, highways, county streets, curbs, gutters, inlets, catch basins, piped storm drains, pumping facilities, structural stormwater controls, drainage channels, reservoirs, rights of way, storm drains, culverts, street gutters, oil/water separators, modular pavements and other similar drainage structures.

County shall mean Gwinnett County and such of its departments, employees and agents as may have duties and responsibilities for administering and enforcing all stormwater management activities and implementation of the provisions of this article.

City separate storm sewer system means any conveyance of system of conveyances which is:

- (1) Owned or operated by the city;
- (2) Not a combined sewer; and
- (3) Not part of a publicly owned treatment works.

Department shall mean, unless otherwise specified, the city department responsible for stormwater management activities and implementation of the provisions of this article.

Director shall mean either the director of the city department responsible for stormwater management activities and implementation of the provisions of this article or any of that person's duly authorized representatives.

Discharge shall mean the direct or indirect release of water, fluid, materials or other matter to a conveyance or surface that drains to a conveyance.

Illicit discharge means any direct or indirect non-stormwater discharge to the county separate storm sewer system.

Illegal connection shall mean any of the following:

(1)

Any pipe, open channel, drain or other conduit, whether natural or man made, which is used exclusively to drain a non-stormwater discharge to the city's separate storm sewer system; or

(2)

Any pipe, open channel, drain or other conduit, whether natural or man made, that was designed, installed or redirected for the purpose of draining a non-stormwater discharge into the city's separate storm sewer system; or

(3)

Any pipe, open channel, drain or other conduit, whether natural or man made, which is connected to the city separate storm sewer system and which has not been documented in plans, maps, or equivalent records and approved by the city regardless of whether such pipe, open channel, drain or other conduit, whether natural or man made, was permissible under law or practices applicable or prevailing at the time the connection was made, or has been previously allowed, permitted, or approved by the city or any other authorized enforcement agency. "Illegal connection" expressly includes, without limitation, those connections made in the past.

Industrial activity means activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b)(14).

National Pollutant Discharge Elimination System (NPDES) Stormwater Discharge Permit means a permit issued by the Georgia EPD under authority delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater means any surface flow, runoff, drainage, or discharge that is not composed entirely of stormwater and which may include pollutants, but that excludes:

(1)

Water from those sources described in subsections 100-23(a)(2)a. and (a)(2)b. of this article; and/or

(2)

Any discharge permitted under NPDES permit or order issued to the discharger and administered under the authority of the state and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the city separate storm sewer system.

Person means, except to the extent exempted from this article, 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.

Pollutant means anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; petroleum hydrocarbons; automotive fluids; cooking grease; detergents (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and solid wastes; process waste water and wash water; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; concrete and cement; and noxious or offensive matter of any kind.

Pollution shall mean the man-made or man-induced alteration of the chemical, physical, biological, thermal and radiological integrity of water.

Premises shall mean any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Procedure shall mean a procedure adopted by the department, by and through the director, to implement a regulation or regulations adopted under this article, or to carry out other responsibilities as may be required by this Code or other codes, ordinances or resolutions of the city or other agencies.

State waters means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and subsurface water, natural or artificial, lying within or forming a part of the boundaries of the state which are not entirely confined and retained completely upon the property of a single person.

Stormwater means any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation, but which also includes:

(1)

Water from those sources described in subsections 100-23(a)(2)a. and b. of this article; and/or

(2)

Any discharge permitted under NPDES permit or order issued to the discharger and administered under the authority of the state and the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the county separate storm sewer system.

Stormwater management design manual shall mean the most recent version of the Gwinnett County stormwater design manual.

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.

Variance shall mean the modification of the minimum stormwater requirements for specific circumstances where strict adherence of the requirements would result in unnecessary hardship and not fulfill the intent of this article.

Sec. 100-23. - Prohibitions.

(a)

Prohibition of illicit discharges.

(1)

It shall be a violation of this article for any person to throw, drain, or otherwise discharge, cause, or allow others under its control to throw, drain, or otherwise discharge into the city separate storm sewer system anything other than stormwater.

(2)

Discharges from the following sources are exempt from the prohibition provision in subsection (1) above:

a. Water line flushing performed by a government agency, other potable water sources, dechlorinated and unpolluted swimming pool discharges, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, and any other water source not containing pollutants;

b. Discharges or flows from fire fighting, and other discharges specified in writing by the city as being necessary to protect public health and safety.

(b)

Prohibition of illegal connections.

(1)

It shall be a violation of this article for any person to construct, connect, use, maintain, or suffer or allow the continued existence of any illegal connection to the city separate storm sewer system.

(2)

Illegal connections must be disconnected. The department may require that illegal connections be disconnected and redirected if necessary, to an approved on-site sewage management system or the sanitary sewer system. Such redirected connections must be approved by the agency responsible for administering and operating those systems.

(3)

The department may require any underground or above ground pipe, drain or other conduit, that has not been documented in plans, maps or equivalent, and which may be connected to the city's separate storm sewer system, to be located by the owner or occupant of that property upon receipt of written notice from the department. Such notice will specify a reasonable time period within which the location of the drain or conveyance is to be completed, that the drain or conveyance be identified as storm sewer, sanitary sewer or other, and that the outfall location or point of connection to the storm sewer system, sanitary sewer system or other discharge point be identified. Results of these investigations are to be documented and provided to the department. Failure to comply with the terms of the written notice mentioned within this subsection shall constitute a violation of this article.

Sec. 100-24. - Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city prior to allowing discharges to the city separate storm sewer system.

Sec. 100-25. - Access and inspection of properties and facilities.

(a)

Access and inspection. The director or his designee shall be permitted to enter and inspect premises, properties and facilities at reasonable times as often as may be necessary to determine compliance with this article.

(1)

If a property or facility has security measures in force, which require proper identification and clearance before entry into its premises, the owner or operator shall make the necessary arrangements to allow access to the director or his designee.

(2)

The owner or operator shall allow the director or his designee ready access to all parts of the premises for the purposes of inspection, investigation, observation, monitoring, measurement, recording, enforcement, sampling and testing, photography and videotaping for the purpose of ensuring compliance with the provisions of this article. The owner or operator shall allow the director or his designee to examine and copy any records that are required under the conditions of an NPDES permit. The director or his designee shall duly notify the owner of said property or the representative on site, except in the case of an emergency.

(3)

The director or his designee shall have the right to set up on any premises, property or facility such devices as are necessary in the opinion of the department to conduct monitoring and/or sampling of discharges.

(4)

The director or his designee may require the owner or operator to install monitoring equipment and perform monitoring as necessary, and make the monitoring data available to the department. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner or operator at his/her own expense. All devices used to measure flow and quality shall be calibrated to ensure their accuracy. Measurements, tests and analyses performed shall be completed in accordance with 40 CFR Part 136, unless the director approves another method.

(5)

Any temporary or permanent obstruction to safe and easy access to the premises, property or facility to be inspected and/or sampled shall be promptly removed by the owner or operator at the written or oral request of the director or his designee and shall not be replaced. The costs of clearing such access shall be borne by the owner or operator.

(6)

Unreasonable delays in allowing the director or his designee access to a facility, property or premises shall constitute a violation of this article.

(7)

If the director or his designee has been refused access to any part of a premises, property or facility from which stormwater is or would likely be discharged, and the director or his designee is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, environment and welfare of the community, then the department may seek issuance of a search warrant from any court of competent jurisdiction.

(b)

Schedule. The director or his designee may determine inspection schedules necessary to enforce the provisions of this article.

Sec. 100-26. - Notification of accidental discharges and spills.

(a)

Notwithstanding other requirements of law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of non-stormwater from that facility or operation which is resulting or may result in a discharge of that non-stormwater into the city separate storm sewer system, state waters, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

- (b) Said person shall notify the department by phone, facsimile or in person within 24 hours of discovering the discharge. Such notification shall detail the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the department within three business days of the phone or in person notice. If the discharge emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.
- (c) In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.
- (d) Failure to provide notification of a release or discharge as provided above is a violation of this article.
-
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Sec. 100-27. - Violations, enforcement and penalties.

- (a) *Violations.* It shall be a violation of this article for any person to violate any provision or fail to comply with any of the requirements of this article. Any person, who has violated or continues to violate the provisions of this article, may be subject to the enforcement actions outlined in this section. Each day of noncompliance is considered a separate offense. The department may institute appropriate action or proceedings at law or equity for the enforcement of this article. Any court of competent jurisdiction may have the right to issue restraining orders, temporary or permanent injunctions, and other appropriate forms of remedy or relief. Nothing herein contained shall prevent the department from taking such other lawful action as is necessary to prevent or remedy any violation, including application for injunctive relief. In the event the violation constitutes an immediate danger to public health or public safety, the department has the right but not the duty, to enter upon the subject private property or premises, without giving prior notice, and take any and all measures necessary to abate the violation and/or restore the property. The department is authorized to seek costs of the abatement as outlined in subsection (e) below.

(b)

Notice of violation. Whenever the department finds that a violation of this article has occurred, the department may order compliance by written notice of violation.

(1)

The notice of violation shall contain:

- a.** The name and address of the alleged violator; and
- b.** The address when available or a description of the building, structure, premises or land upon which the violation is occurring, or has occurred; and
- c.** A statement specifying the nature of the violation; and
- d.** A description of the remedial measures necessary to restore compliance with this article and a time schedule for the completion of such remedial action; and
- e.** A statement of the penalty or penalties that shall or 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 department by filing a written notice of appeal within 30 days of service of notice of violation.

(2)

Such notice of violation may require without limitation:

- a.** The performance of monitoring, analysis, and reporting;
- b.** The elimination of illicit discharges and illegal connections;
- c.** That violations of this article shall cease and desist;
- d.** The abatement of non-stormwater discharges, the remediation of land or the effects of pollution, and the restoration of any affected property to its unaffected condition;
- e.** Payment of costs to cover administrative and abatement costs;
- f.** The implementation of pollution prevention practices;
- g.** The development and provision to the department of written remediation or action plan's;

(g)

Violations deemed a public nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this article is a threat to public health, safety, welfare, and environment and is declared and deemed a nuisance, and may be abated by injunctive or other equitable relief as provided by law.

(h)

Remedies not exclusive. The remedies listed in this article are not exclusive of any other remedies available under any applicable federal, state or local law and the department may seek cumulative remedies. The department may recover attorney's fees, court costs, and other expenses associated with enforcement of this article, including sampling and monitoring expenses. If the amount due is not paid within 30 days after receipt of a notice requiring payment of such costs, or if an appeal is taken, within 30 days after a decision on said appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Sec. 100-28. - Reserved.

02014-12-37

AN ORDINANCE TO ADOPT THE GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT, THE PARTICIPATION AGREEMENT, AND DECLARATION.

WHEREAS, the City of Peachtree Corners, Georgia, has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a health program, funded by employer contributions;

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

An Ordinance to provide for participation by the City of Peachtree Corners (“Participating Employer” or “Employer”) in the Georgia Municipal Employees Benefit System (GMEBS) Life and Health Program, in accordance with and subject to the terms of the GMEBS Life and Health Program Trust Agreement, the GMEBS Life and Health Program Participation Agreement, the Participating Employer’s Declaration Page(s), and the Rules governing the Program, all as authorized and provided by Chapter 5 of Title 47 of the O.C.G.A.; to provide an effective date; to repeal conflicting ordinances; and for other purposes.

WHEREAS, the Participating Employer has determined that it wishes to provide certain employee benefits to its employees by participating in the Georgia Municipal Employees Benefit System Life and Health Program (“GMEBS Life and Health Program” or “Program”) and by making contributions to the GMEBS Life and Health Program Trust Fund (“Trust Fund”); and

WHEREAS, the Participating Employer has reviewed the terms of the GMEBS Life and Health Program Trust Agreement (“Trust Agreement” or “Trust”), which Trust is intended to be a tax-exempt trust established under Internal Revenue Code Section 115 and under the applicable laws of the State of Georgia; and

WHEREAS, the Participating Employer has reviewed the terms and conditions of the GMEBS Life and Health Program Participation Agreement (“Participation Agreement”) and the various forms of coverage and/or benefit plans offered under the GMEBS Life & Health Program; and

WHEREAS, the Participating Employer has reviewed the Declaration Page(s) (“Declaration”) accompanying the GMEBS Life and Health Program Participation Agreement and has completed and will amend, as necessary or required, said Declaration to reflect its elections with respect to employee eligibility requirements and Program benefits that the Participating Employer intends to make available to eligible employees; and

WHEREAS, the Mayor and Council/Commission of the Participating Employer (“Governing Authority”) is authorized by law to adopt this Ordinance, the Trust Agreement, the Participation Agreement, and the Declaration on behalf of the Participating Employer;

NOW, THEREFORE, BE IT ORDAINED by the Governing Authority of the Participating Employer and it is ordained by the authority thereof:

Section 1. The Participating Employer hereby adopts and agrees to be bound by the terms of the following GMEBS Life and Health Program Trust Agreement, the Participation Agreement, and Declaration which are attached hereto and made a part of this Ordinance. The Participating Employer also agrees to be bound by any Program Rules adopted by the GMEBS Board of Trustees (“Trustees”). The Participating Employer further agrees to abide by the terms of any amendments made by the Trustees to the Trust Agreement or the Program Rules.

Section 2. Severability. In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have adopted the remaining parts of this Ordinance or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 3. Approval by Trustees or the Program Administrator. The Participating Employer’s Ordinance and Declaration are subject to approval by the Trustees or the Program Administrator. The Trustees or Program Administrator may refuse to approve or may delay the effective date of an Ordinance and Participation Agreement or Declaration that is not in order as determined by the Trustees or the Program Administrator. The Governing Authority of the Participating Employer hereby acknowledges that it is responsible to assure that this Ordinance is adopted and executed by the Participating Employer in accordance with the requirements of applicable law.

Section 4. Effective Date. This Ordinance shall be effective on the date of approval by the Governing Authority or, if later, such other effective date designated by the Trustees below upon approval and acceptance of the signed Ordinance and Declaration.

Section 5. Repeal. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Governing Authority of Peachtree Corners, this _____ day of _____, 20__.

Attest:

Signature

Signature

City Clerk

(SEAL)

Mayor

Approved:

Signature

Attorney

TRUSTEES' APPROVAL

The terms of the foregoing Ordinance and Participation Agreement are approved on behalf of the Board of Trustees of the Georgia Municipal Employees Benefit System.

The effective date of the Employer's participation in the GMEBS Life and Health Program will be _____ [insert date *only if* Trustees' approved effective date for Employer's participation is later than effective date designated in Section 4 above].

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officer to be affixed this _____ day of _____, 20_____.

Board of Trustees

Georgia Municipal Employees

Benefit System

(SEAL)

Secretary

**GMEBS LIFE & HEALTH PROGRAM
EMPLOYER DECLARATION & APPLICATION
EMPLOYEE HEALTH AND DENTAL BENEFITS
PEACHTREE CORNERS**

NOTE TO EMPLOYER: THIS FORM DESIGNATES GMEBS HEALTH AND DENTAL BENEFITS THAT YOU REQUEST BE MADE AVAILABLE, THE POSITIONS THAT ARE ELIGIBLE FOR SUCH BENEFITS, AND THE EXTENT THE BENEFITS ARE AVAILABLE TO DEPENDENTS. TO BECOME EFFECTIVE, THIS DECLARATION MUST BE APPROVED BY YOUR GOVERNING AUTHORITY, AND BY THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. UPON SUCH APPROVAL, THIS DECLARATION WILL REPLACE AND SUPERSEDE ANY PRIOR EMPLOYER DECLARATION ON FILE WITH THE GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR. IF YOU WISH TO OFFER HEALTH / DENTAL COVERAGE FOR RETIREES, YOU MUST APPROVE A SEPARATE RETIREE DECLARATION.

ELECTIONS MADE IN THIS DOCUMENT MAY OR MAY NOT RESULT IN PENALTIES IF YOU ARE AN APPLICABLE LARGE EMPLOYER ("ALE") UNDER THE AFFORDABLE CARE ACT ("ACA"). IT IS YOUR RESPONSIBILITY TO CONSULT WITH YOUR ATTORNEY ABOUT WHETHER YOU ARE AN APPLICABLE LARGE EMPLOYER AND THE CONSEQUENCES OF YOUR ELECTIONS. REGARDLESS OF YOUR SIZE, BY EXECUTING THIS DECLARATION, YOU CERTIFY THAT YOU WILL NOT IMPOSE ELIGIBILITY CONDITIONS THAT ARE NOT SET FORTH IN THIS DOCUMENT, OR IMPOSE A LONGER WAITING PERIOD THAN IS SET FORTH IN THIS DOCUMENT. EFFECTIVE JANUARY 1, 2015, IF YOU ARE AN APPLICABLE LARGE EMPLOYER, YOU MAY INCUR ACA PENALTIES IF: 1) YOU DO NOT IDENTIFY ALL "FULL TIME EMPLOYEES" AS DEFINED BY THE ACA AND OFFER THEM HEALTH COVERAGE; 2) YOU DO NOT OFFER HEALTH COVERAGE TO DEPENDENT CHILDREN; OR 3) YOU DO NOT SUBSIDIZE HEALTH COVERAGE ENOUGH TO MAKE THE COST OF EMPLOYEE-ONLY HEALTH COVERAGE AFFORDABLE (AS DEFINED BY THE ACA).

SECTION 1. ELIGIBLE POSITIONS: TYPE OF BENEFITS REQUESTED

1A. Regular Employees– The Employer requests the following benefits for all Regular Employees (as defined below).

Regular Employees: A Regular Employee who resides in the United States, and is employed in a salaried or hourly rated position that requires 30 Hours of Service per week or more and is expected to last at least 48 weeks. An Hour of Service is an hour for which an employee is paid, or is entitled to payment, for the performance of duties for the employer, and each hour for which an employee is paid, or entitled to payment, due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence.

Health Dental Neither

1B. Elected or Appointed Members of the Governing Authority – The Employer requests the following benefits for all active elected or appointed members of the Employer's Governing Authority.

Health Dental Neither

1C. [For ALE's only - Participating Employers that are ALE's may determine that certain workers who do not meet the definition of a Regular Employee above are "ACA Full-Time Employees." For example, an Employer might determine that a newly hired employee in a nine-month position that requires 30 Hours of Service per week is an ACA Full-Time Employee. For coverage in calendar years 2015 and later, Participating Employers that are ALE's may offer the coverage elected in 1A to anyone it determines to be an ACA Full-Time Employee.]

SECTION 2. EMPLOYEE ELIGIBILITY WAITING PERIOD

Individuals who are hired or take office into an Eligible position after the Employer's effective date of group health/dental coverage are eligible to enroll for such coverage on the first day of the calendar month following or coinciding with the date that they complete the following number of days of continuous, active service in an Eligible position. 0 30 60

Those rehired into an Eligible position are not subject to a waiting period unless rehired after 13 consecutive weeks without an Hour of Service.

[For ALE's only - The waiting period elected above applies for any newly hired workers the Employer identifies as being "ACA Full-Time Employees" pursuant to Section 1.C. If the Employer determines a worker to be an ACA Full-Time Employee based on Hours of Service during an initial measurement period, the waiting period: 1) starts at the end of the initial measurement period, and 2) must be shortened as needed for coverage to be effective no later than 13 months from the date of hire (or the first day of the following month if the worker did not start on the first day of the month.)]

Note: The Employer's waiting period must be the same for all GMEBS Life & Health Program coverages offered by the Employer (i.e., health, dental, life, short term disability, etc.) There will be no exceptions to waiting period unless Employer submits documentation waiving the stated waiting period.

SECTION 3. EMPLOYER HEALTH PLAN ELECTION

If the "Health" box for any Employee position in Section 1A or 1B above is checked, the boxes checked below indicate the Health Plan option(s) and deductibles requested and coverage for dependents:

	Plan Name/Deductible	Employee	Employee + Spouse	Employee + Child	Family
x	HMO (90%)-Open Acc	x			x

SECTION 4. EMPLOYER DENTAL PLAN ELECTION If the "Dental" box for any Employee position in Section 1A or 1B above is checked, the box checked below indicates whether coverage is requested for eligible dependents.

Employee Only Employee + Dependents (spouse and children)

SECTION 5. EMPLOYER REPRESENTATIVE – Please list by title or position the person designated by the Employer to represent the Employer in all communications with GMEBS and the Program Administrator concerning the GMEBS Life & Health Program: Mr. Julian L. Jackson

The Employer may identify in writing to the Program Administrator an additional agent or authorized representative (such as an insurance broker) as being authorized to receive communications, including enrollment information for billing purposes.

SECTION 6. EMPLOYER ADOPTION - The Employer acknowledges that this Employer Declaration and Application will not become effective unless and until it is approved by the GMEBS Life & Health Program Administrator, and that upon such approval this Employer Declaration and Application will replace and supersede any prior Employer Declaration and Application concerning health and dental coverage for employees that is on file with the GMEBS Life & Health Program Administrator. The Employer further acknowledges that GMEBS' approval of this Employer Declaration and Application is contingent upon the Employer having adopted the GMEBS Life and Health Program Participation Agreement, as amended.

Approved by the Mayor and Council/Commission of the City of PEACHTREE CORNERS , Georgia this _____ day of _____, 20_____.

Attest: _____ CITY OF _____, GEORGIA

Signature of City Clerk

Signature of Mayor

Print Name of City Clerk
(SEAL)

Print Name of Mayor

Please do not write below this line (for GMEBS USE ONLY)

The terms of the foregoing Employer Declaration and Application are approved by the GMEBS Life & Health Program Administrator this ____ day of _____, 20_____.
Subject to the applicable terms of the GMEBS Life and Health Program Participation Agreement and the Plan(s), the effective date of the coverages (or any change in coverage) as reflected in this Employer Declaration and Application will be the date shown under "Declaration Effective Date" on the first page of this form.

GMEBS LIFE & HEALTH PROGRAM ADMINISTRATOR
By: _____

GMEBS LIFE AND HEALTH PROGRAM
PARTICIPATION AGREEMENT

1. PURPOSE OF PARTICIPATION AGREEMENT

The Participating Employer hereby enters this Participation Agreement with the Georgia Municipal Employees Benefit System (“GMEBS”) for the purpose of participating in the GMEBS Life and Health Program Trust and subscribing to one or more health, life, accidental death and dismemberment, short-term disability, dental or other employee benefit Plan(s) which are offered as part of the GMEBS Life and Health Program, as identified on the Participating Employer’s Declaration, and to provide for the risk sharing associated therewith, in accordance with and subject to the terms of the Program Trust Agreement, this Participation Agreement, the Participating Employer’s Declaration, and all Program Rules adopted by the GMEBS Board of Trustees (“Trustees”), in their current form or as amended.

2. DEFINED TERMS

When the initial letter of a word or phrase is capitalized in the Ordinance and Participation Agreement, the Trust Agreement, or the Participating Employer’s Declaration, it shall have the meaning specified in Article I of the Trust Agreement unless otherwise defined. The term “employee” refers to individuals who are currently or were formerly employed by the Participating Employer.

3. TYPE OF COVERAGE

(a) Pooled Trust. The GMEBS Life and Health Program Trust Fund is in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employer enters the Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for payment of contributions, fees, expenses, and costs as provided for in this Participation Agreement and joinder in the Trust, and for any necessary additional assessments levied by the Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Risk sharing under the Trust shall begin upon the Participating Employer’s first payment of contributions to the Trust Fund. There will be no disbursements out of the Trust to the Participating Employer except for the payment of benefits as provided under the Program, unless such disbursement is consistent with the irrevocability of the Participating Employer’s contributions under the Internal Revenue Code and such disbursement is authorized by the Trustees, the terms of the Trust, and applicable law. The Participating Employer will make

expense payments as required by the Trustees for Trust administration which will be included in the Program contribution.

(b) Maintenance of Reserve. The Trustees may assess Participating Employers pro rata in an amount the Trustees deem sufficient to maintain appropriate reserves for the Health and Welfare Trust Fund. If a Participating Employer fails to pay any assessment as provided for in this Section 3(b) within sixty (60) days after the assessment date, the Employer's participation in the Program and the Trust Fund will be terminated as of the date such 60-day period ends and coverage offered under any and all Plans will cease as of said date or, if earlier, the termination date otherwise provided for under this Agreement. If the Participating Employer is terminated from participation in the Program as provided hereunder, the Employer will remain liable for any assessments due. If the Employer subsequently pays the assessment along with such penalties or interest that may be established by the Trustees or Program Administrator, the Program Administrator may reinstate the Employer's participation in accordance with any applicable Rules or procedures established by the Trustees.

(c) Self-Funded / Insured Benefits. Health and Welfare Benefits provided under the GMEBS Life and Health Program may be self-funded (i.e., paid directly from the GMEBS Life and Health Program Trust Fund), or they may be fully or partially insured under a Group Policy issued by a third party insurer or re-insurer retained by GMEBS. The GMEBS Board of Trustees has the sole authority and discretion to determine which Health and Welfare Benefits will be offered under the Program and which will be self-funded, partially insured, or fully insured. The Participating Employer agrees that GMEBS has the authority to contract with insurers, consultants, and other third parties as it deems necessary or appropriate for administration of the GMEBS Life and Health Program and/or provision of employee benefits under the Plan(s). All terms and conditions incident to insurance coverage provided by third party insurers will be in accordance with the Group Policy(ies) issued to GMEBS and any amendments, riders, or endorsements thereto, notwithstanding any other provision to the contrary. Subject to approval of the GMEBS Board of Trustees, GMEBS may select and/or change insurers and other service providers for the purpose of providing or administering employee benefits under the Program at any time. The Participating Employer shall abide by the applicable terms of all administrative and other service agreements of the Program. The Participating Employer accepts the services to be provided by the Georgia Municipal Association ("GMA") as Program Administrator and the services of any insurer or other service provider retained by the GMEBS Board of Trustees. The Participating Employer acknowledges that administrative fees, licensing fees, and other fees related to services provided by GMA and other service providers will be charged under the Program and deducted from the Trust Fund.

4. GENERAL DUTIES AND UNDERSTANDINGS

(a) Completing Declaration - The Participating Employer will complete the Declaration form provided by GMEBS to indicate which Plan(s) the Participating Employer will make available to its eligible employees; to designate employee eligibility to participate under said Plan(s); to designate the extent of coverage, if any, to be provided to eligible dependents under the Plan(s); to designate the extent of coverage, if any, to be provided to elected and appointed members of

the Governing Authority of the Participating Employer under the Plan(s); to designate the extent of coverage, if any, for retirees of the Participating Employer under the Plan(s) (provided that GMEBS or the applicable Group Policy permits coverage for retirees under such Plan(s)); to designate the Employer's employee waiting period for enrollment under the Plan(s) (if applicable and subject to any limitation on the length of the waiting period imposed by law); and to designate the form and levels of coverage that the Participating Employer intends to make available under each of the Plan(s). The Participating Employer's Declaration will include any forms which must be completed by the Participating Employer under the terms of any Group Policy to indicate the Employer's eligibility and coverage elections under said Group Policy.

(b) Amending Declaration - In the event the Participating Employer wishes to change or modify its Declaration in any manner (e.g., with respect to Plan(s) offered by the Employer, employee eligibility requirements, or levels of coverage), the Participating Employer will complete and submit an amended Declaration in accordance with and subject to Section 6 below. The Participating Employer may also be required to complete and submit an amended Declaration to reflect any changes made in connection with the annual renewal process under the Program.

(c) Responsibilities When Offering Coverage At Any Time - The Participating Employer is responsible for determining which of its employees are eligible to participate in the Plan(s) in accordance with the terms of the Participating Employer's Declaration and other terms of said Plan(s), including any applicable Group Policy and the Participating Employer's Declaration, and taking into account any employee eligibility waiting period imposed by the Participating Employer under its Declaration.

The Participating Employer acknowledges and agrees that it is solely responsible for properly classifying its workers, complying with employment laws, complying with all applicable laws relating to the offering of health coverage to employees, including, but not limited to the Patient Protection and Affordable Care Act ("ACA") and the Georgia Security and Immigration Compliance Act.⁺ The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator are liable for any consequences arising from the Participating Employer's failure to comply with such obligations and laws. Participating Employers who meet the definition of an "Applicable Large Employer" under the ACA have a choice to extend coverage under the GMEBS Health Plan to all "Full-Time Employees" as defined by the ACA, and their dependent children, and make such coverage "affordable," as defined by the ACA, or pay "Employer Shared Responsibility" (also called "Pay or Play") penalties. The Participating Employer acknowledges and agrees that it is solely responsible for determining whether it is an Applicable Large Employer, how it will determine whether an individual worker is an ACA Full-Time Employee, whether it will offer coverage to all ACA Full-Time Employees and their dependent children, and how much, if at all, it will

⁺ Although the Participating Employer is responsible for determining which employees are eligible to participate under the Plan(s) and will be offered coverage, GMEBS has the sole authority to determine whether an employee has complied with all enrollment requirements, including, but not limited to requirements related to compliance with the Georgia Security and Immigration Compliance Act pursuant to O.C.G.A. § 50-36-1. In the event of a dispute over whether an enrolled employee or dependent is, in fact, eligible for coverage under the terms of the Plan(s), GMEBS has the discretion to interpret the terms of the Plan(s) and make the final decision for any Plans, except as stated under the terms of any Group Policy.

subsidize coverage in order to ensure that the coverage meets ACA affordability requirements. The Participating Employer acknowledges and agrees that neither GMEBS, the Trust Fund, the Trustees, nor the Program Administrator is responsible for paying Employer Shared Responsibility penalties.

The Participating Employer represents and warrants that it will offer coverage under the Plans to all individuals who are eligible under the terms of the applicable Declaration, and in accordance with the approved waiting period set forth in the Declaration. The Participating Employer shall notify GMEBS immediately if it has imposed an unauthorized eligibility condition or waiting period. The Participating Employer acknowledges and agrees that neither the GMEBS, the Trust Fund, the Trustees, nor the Program Administrator will be liable for the Participating Employer's failure to properly offer coverage. Any penalties assessed against the GMEBS Health Plan because a Participating Employer imposed additional eligibility requirements or longer waiting periods will be recouped from the Participating Employer, and the Participating Employer agrees to such recoupment.

The Participating Employer will distribute and collect Plan enrollment forms from eligible employees and will send completed forms and other information necessary for enrollment of employees and eligible dependents to the Program Administrator immediately upon receipt of said forms and before the intended effective date of enrollment, in accordance with any enrollment Rules and/or procedures established by the Trustees or the Program Administrator. Said information may be provided electronically in a manner that meets applicable requirements for secure electronic transmission or via hard copy in the form and manner approved by the Program Administrator.

All actions taken by the Participating Employer to collect pre-enrollment and enrollment materials from employees and send them to the Program Administrator are taken by the Participating Employer on behalf of the employees, and not on behalf of the GMEBS Plans. The Participating Employer is solely responsible for maintaining the confidentiality and security of these materials while they are in the Participating Employer's custody and properly securing them during transmission to the Program Administrator.

(d) Annual Open Enrollment, Special Enrollment – The Participating Employer will distribute, collect, and/or forward notices, forms and information in accordance with any Rules and/or procedures established by the Trustees or the Program Administrator for the purpose of processing Plan enrollment requests and/or coverage changes requested by employees in connection with the Program's annual open enrollment period and in connection with any special enrollment period provided for under the Plan(s) (e.g., employee acquiring new dependent, or employee or dependent's loss of other health plan coverage).

(e) Retroactive Enrollment - The Participating Employer acknowledges and agrees that retroactive enrollment of eligible employees and dependents will be permitted only under extenuating circumstances in the discretion of the Program Administrator (an employee or dependent's failure to timely or accurately complete an enrollment application is not sufficient to permit retroactive enrollment). Retroactive enrollment may be limited to a maximum of 60 days prior to the date the Program Administrator receives completed enrollment forms and any other

information necessary for enrollment from the Participating Employer. Retroactive enrollment is subject to the Program Administrator's receipt of applicable contributions and any late fees or penalties that may be imposed by the Trustees or Program Administrator. The Participating Employer acknowledges and agrees that GMEBS, the Trustees, the GMEBS Life and Health Plan Trust Fund, and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are not enrolled in a timely manner due to the Program Administrator having been provided untimely or inaccurate eligibility or enrollment information, or untimely or inaccurate updates to eligibility or enrollment information. Notwithstanding any other provision herein to the contrary, retroactive enrollment will be permitted under a Group Policy only if and to the extent the Group Policy permits same.

(f) Termination of Individual Employee/Dependent Participation - The Participating Employer will determine and notify/update the Program Administrator as to which employees, dependents, or other individuals will become or are no longer eligible to participate in the Plan(s) selected by the Participating Employer in its Declaration (e.g., due to termination of employment, failure to meet minimum hour requirement, or failure to remit employee contribution (if any)). Such notification will be provided by the Participating Employer immediately upon loss of eligibility in accordance with any applicable Rules and/or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that retroactive termination (disenrollment) of individual employees and other persons will be permitted only under extenuating circumstances in the discretion of the Program Administrator and may be limited to a maximum of 60 days prior to the date proper notice of disenrollment is received by the Program Administrator. If retroactive disenrollment is permitted, the Program Administrator will provide a credit on the Participating Employer's next Program invoice for the period of retroactive disenrollment. The Participating Employer acknowledges and agrees that if the Program has paid claims for persons who are not eligible or no longer eligible to participate in one or more Plan(s) due to the Participating Employer having provided inaccurate eligibility information, untimely updates to eligibility information, or late notice of participant disenrollment, the Participating Employer will be required to reimburse the GMEBS Life and Health Trust Fund for any unrecovered claim amounts. Notwithstanding any provision herein to the contrary, retroactive disenrollment will be permitted under a Group Policy only if and to the extent such Group Policy permits same.

(g) Facilitating COBRA Coverage Elections – The Participating Employer will distribute, collect, keep, and furnish to the Program Administrator, employees, and other individuals such notification(s), forms, and other information as necessary for the purpose of notifying eligible employees and dependents of their rights to continued health and/or dental coverage under COBRA and for purposes of facilitating COBRA coverage elections, in accordance with any applicable Rules or procedures established by the Trustees or the Program Administrator. The Participating Employer acknowledges and agrees that, for purposes of COBRA administration, it is responsible to: 1) distribute applicable GMEBS Plan booklet(s) (which contain the initial notice of COBRA rights) to eligible employees (and their spouses, if covered) within 30 days after their enrollment in any health or dental Plan under the Program; 2) notify the Program Administrator in writing immediately upon and no later than 14 days after the termination of employment of any covered employee participating in any health or dental Plan under the Program (and indicate whether the employee was terminated for gross misconduct); 2) notify the

Program Administrator in writing immediately upon and no later than 14 days after the death of any covered employee participating in any health or dental Plan under the Program; 3) notify the Program Administrator in writing immediately upon and no later than 14 days after a reduction in a employee's work hours which makes the employee ineligible to participate in a health or dental Plan under the Program; 4) collect monthly COBRA premiums from COBRA-eligible employees and dependents and remit them to the Program Administrator in a timely manner; and 5) promptly forward to the Program Administrator any notices, forms, or information received from employees (or their dependents) which may affect COBRA rights or eligibility (e.g., COBRA election forms, employee notice of divorce, notice of loss of dependent status, notice of employee or dependent change of address). The Participating Employer acknowledges and agrees that GMEBS and the Program Administrator will not be liable for any unpaid or uncovered claims for persons who are eligible for COBRA but who are not timely or properly afforded COBRA coverage due to the Participating Employer's failure to provide timely or accurate COBRA notification(s), forms or other information in accordance with this subsection or any COBRA administration Rules and/or procedures established by the Trustees or the Program Administrator.

(h) FMLA – If and to the extent that the Participating Employer is subject to the Family and Medical Leave Act (“FMLA”), the Participating Employer (not GMEBS, the Trustees, or the Program Administrator) will be responsible for maintaining Plan coverage for employees and/or dependents as necessary to comply with the FMLA, including making arrangements for employees to pay their employee share of Plan contributions (if applicable) while they are on FMLA leave; providing notice to covered employees on FMLA leave of any opportunity to change plans, benefits, or coverage (e.g., providing notice of an upcoming open enrollment period); restoring applicable Plan coverage upon an employee's return to employment following FMLA leave in case of lapse of coverage due to non-payment of employee contributions while on FMLA leave; and notifying the Program Administrator in writing upon an employee's failure to return to return to employment following FMLA leave.

(i) Furnishing Summaries of Benefits & Coverage; Plan Booklets; Distribution and Collection of Notices and Forms – The Participating Employer will, in the form and manner requested by the Trustees or the Program Administrator, copy and distribute to its employees and retirees (if applicable) any and all Summaries of Benefits & Coverage, Plan booklets, notices, and forms supplied for purposes of Program administration and will collect and forward to the Program Administrator any notices, forms or other information it receives from employees or other individuals concerning participation in the Program. The Participating Employer agrees to certify that it has distributed such materials if the Trustees or Program Administrator request such a certification. The Participating Employer acknowledges and agrees that GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for the costs of distributing or for the consequences of Participating Employer's failure to satisfy these obligations. Any penalties for failure to distribute will be paid directly by the Participating Employer or recouped from the Participating Employer.

(j) Providing Experience Rating Information – The Participating Employer will provide the Program Administrator with information reasonably requested for purposes of underwriting and/or determining the Participating Employer's experience rating. Initially, only individuals

included in required underwriting may be enrolled in the Plans. Individuals who become eligible for coverage at a later date may or may not be subject to underwriting.

(k) Life/Short Term Disability Salary Updates - Participating Employers who elect to provide life insurance coverage or short term disability coverage under the Program based on salary amount or level of salary must report employee salary changes to the Program Administrator in writing as soon as they occur.

(l) Medical Child Support Orders – The Participating Employer will promptly forward to the Program Administrator any medical child support orders it receives concerning enrollment of dependent child(ren) in one or more Plan(s).

(m) Cooperation in Administration and Provision of Information about Employees and Dependents. – The Participating Employer agrees to cooperate in all respects with GMEBS, the Program Administrator, and any Plan service providers with respect to administration of the Program. Such cooperation includes securely transmitting to the Program Administrator upon request any information about employees and dependents that the Program Administrator deems necessary for administration.

(n) Enrollment and Billing Information – The Participating Employer shall designate on the Declaration Page the position of a contact or contacts for receipt of billing information and other information necessary for proper enrollment of eligible employees. The Participating Employer is solely responsible for ensuring that any designated contact properly secures this information and uses it only for permissible purposes. The Participating Employer agrees to promptly notify the Program Administrator if a designated contact is no longer authorized to receive this sensitive information.

5. REMITTANCE OF CONTRIBUTIONS

(a) Monthly Contributions Due 1st of Month – Regular monthly Program invoices will be mailed by the Program Administrator to the Participating Employer on or about 15th day of each month in advance of the month for which the Program contribution is due and payable. The Participating Employer agrees to remit the applicable monthly Program contribution owed (including all employee contributions referred to in subsection 5(b) below) to the Program Administrator by the first day of the month for which the Program contribution is due.

(b) Employer Collection of Employee Contributions - The Participating Employer agrees to collect contributions (including COBRA premiums) from employees and other individuals (if any) that are required by the Participating Employer for participation in the Plan(s). GMEBS, the Trustees, and the Program Administrator will have no responsibility or obligation to collect such contributions from employees or other individuals on behalf of the Participating Employer.

(c) Late Payment; Cancellation of Coverage; Termination of Participation Agreement - If the applicable Program contribution is not received by the Program Administrator within 30 days after the contribution due date, the Program Administrator will send a notice of impending termination of participation and/or coverage cancellation to the Participating Employer. In such

event, the Participating Employer, not GMEBS, the Trustees, or the Program Administrator, will be responsible to notify employees of impending coverage cancellation. If the applicable monthly Program contribution is not remitted by the Participating Employer within 60 days after the due date for payment, the Employer's Participation Agreement will terminate and/or Plan coverage will be cancelled upon expiration of the 60-day period. Said termination and/or cancellation of coverage will be retroactive to the last day of the month for which the applicable Program contribution was paid. The Program Administrator will instruct Program service providers as necessary in an attempt to obtain reimbursement with respect to any claims incurred after the termination effective date. However, if the Trust Fund incurs costs relating to claims incurred after the coverage cancellation date and is unable to obtain reimbursement for such claims, the Participating Employer shall reimburse the Trust Fund for such costs. In the event that the Participating Employer fails to provide such reimbursement to the Trust Fund within 30 days following the end of the 60-day period referenced above, such amounts will be subject to interest, penalties or other charges as established by the Trustees or Program Administrator. GMEBS, the Trust Fund, the Trustees, and the Program Administrator are not responsible for any claims incurred following the coverage cancellation date. The Participating Employer will abide by any Rules adopted by the Trustees with respect to collection of delinquent contributions, including any such Rules which may require payment of interest, penalties, exit fees, or a combination thereof. Such Rules or may also provide that Program benefits may be reinstated at the sole discretion of the Trustees or the Program Administrator upon payment of outstanding delinquent contributions, late fees, reinstatement fees, or other charges, along with any other expenses incurred by the Trust Fund as a direct or indirect result of the Employer's failure to remit contributions in a timely manner. Notwithstanding any provision herein to the contrary, termination of coverage under any Group Policy will be governed by the applicable terms of such Group Policy.

6. EMPLOYER MODIFICATION OF DECLARATION PAGE(S)

If the Participating Employer desires to amend any of its elections contained in its Declaration, the Participating Employer shall by official action of its Governing Authority amend the Declaration and forward it to the Program Administrator for approval. The amendment of the Declaration shall not be effective until approved by the Program Administrator (and the applicable insurer, if the amendment involves a change to a Group Policy) and until any administrative procedures necessary to facilitate the change have been implemented. If the amendment is not approved by the Program Administrator (or insurer, if applicable), the Plan(s) will continue to be administered as if such amendment had not been made.

Pursuant to Article VI of the Trust Agreement, the Trustees may amend the form of the Participation Agreement required to be adopted and executed by Participating Employers in order to join or remain in the Program. Notwithstanding any amendment made to the Declaration Page, the Participation Agreement (in its current form or as amended) shall remain in effect unless the Participation Agreement is affirmatively terminated by official action of the Participating Employer or the Trustees as provided under this Agreement.

The Program Administrator will timely inform the Participating Employer of any significant material changes concerning operation of the Plans under the Program, including but not limited to changes in service providers administering Plan benefits, elimination of benefit options, and changes in law applicable to the Plan. In the event that said change necessitates one or more amendments to the Participating Employer's Declaration and the Participating Employer fails to amend its Declaration accordingly, the Trustees and Program Administrator are authorized but not required to amend the Participating Employer's Declaration in their discretion to accommodate or reflect such change, and the Plan(s) will be administered in accordance with the amended Declaration to the extent practicable, notwithstanding cost. GMEBS, the Trust Fund, the Trustees, and the Program Administrator shall not be liable for any difference in cost, benefits, or coverage for the Participating Employer or for any Plan participant resulting from such amendment, nor any other consequences, including, but not limited to penalties, arising from the Participating Employer's failure to act in accordance with the amended Declaration. Notwithstanding any provision herein to the contrary, the Participating Employer's modification of coverage or benefits under any Group Policy will be governed by the applicable terms of such Group Policy.

7. NOTICE OF TERMINATION BY EMPLOYER

In the event that the Participating Employer desires to terminate its participation under the Program altogether (versus terminating or changing coverage under a particular Plan which requires amendment of the Employer's Declaration as provided under Section 6 above), the Participating Employer shall provide the Program Administrator with at least 30 days advance written notice of such termination. If the Participating Employer provides such notice, the Employer's participation shall terminate effective as of the last day of the month following the month in which notice of termination is provided, or such later date agreed to in writing by the Participating Employer and the Program Administrator, provided the Participating Employer

timely pays monthly Program contributions owed for such remaining period of participation. Otherwise, the Employer's participation shall terminate effective as of the last day of the month for which the applicable monthly Program contribution is timely paid by the Participating Employer or as otherwise provided under this Agreement. GMEBS, the Trust Fund, the Trustees, the Program Administrator, and any third party insurers under the Program will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy

8. NOTICE OF TERMINATION BY GMEBS

In the event that GMEBS desires to terminate this Participation Agreement for reasons other than failure by the Participating Employer to remit payments in a timely manner, the Trustees or Program Administrator will provide the Participating Employer with at least 60 days advance written notice of such termination. Said termination shall be effective on the last day of the month that ends at least 60 days after notice of termination is provided, provided the Participating Employer timely pays all monthly Program contributions due up until said termination effective date. GMEBS, the Trust Fund, the Trustees, and the Program Administrator will not be responsible for any claims incurred following the effective termination date. Notwithstanding any provision herein to the contrary, the Participating Employer's coverage under any Group Policy will be terminated in accordance with and subject to the terms of said Group Policy.

9. REINSTATEMENT IN PROGRAM

In the event that the Participating Employer or the Trustees terminate this Participation Agreement, the Participating Employer may request reinstatement of participation upon payment of any outstanding balance plus any applicable interest, penalties, reinstatement fees, or other charges established by the Trustees or the Program Administrator, as well as payment of the first month's Program contribution. Reinstatement is subject to approval by the Trustees or Program Administrator. Upon reinstatement, the Participating Employer will be required to adopt a new Participation Agreement and Declaration and will be subject to underwriting. If there have been any changes to the Plan(s) or other Program provisions or any changes in contribution rates after termination of participation and before reinstatement, the Participating Employer will upon reinstatement be subject to all Program provisions and contribution rates in effect on the date of reinstatement. Notwithstanding any provision herein to the contrary, the Participating Employer's eligibility for reinstatement of coverage under any Group Policy will be determined in accordance with and subject to the terms of said Group Policy.

10. TERMINATION OF GMEBS LIFE AND HEALTH PROGRAM

The GMEBS Board of Trustees reserves the right to terminate the Program at any time by a written instrument to that effect executed by the Trustees. Such termination will be effected in accordance with the terms of the Trust Agreement and applicable law.

11. EXTENT OF BENEFITS PROVIDED TO PLAN PARTICIPANTS

No employee, participant, dependent, or other person shall have any right, title, or interest in or to the Trust or any part thereof; provided, however, that any person who is actually eligible for and covered by a Plan under the GMEBS Life and Health Program will, subject to the applicable terms and conditions of said Plan, the Trust Agreement, and this Participation Agreement, be entitled to benefits in the amount and to the extent provided under the Plan. The Participating Employer's participation in the Program will not constitute and shall not be construed as a commitment to provide or to continue to provide a specific type or level of employee benefits or employee contribution rate. Nor will it constitute or be construed to create an accrued or vested benefit for any employee, former employee, participant, dependent, or other person.

No guaranty that payments or reimbursements to employees, former employees, or retirees will be tax free:
The Trust has obtained a ruling from the Internal Revenue Service concerning only the federal tax treatment of the Trust's income. That ruling may not be cited or relied upon by the Participating Employer whatsoever as precedent concerning any matter relating to the Participating Employer's health and welfare plan(s). In particular, that ruling has no effect on whether payments from the Participating Employer's health and welfare plans are excludable from the gross income of employees, former employees or retirees, under the Internal Revenue Code. The federal income tax consequences to employees, former employees and retirees depend on the terms and operation of the Participating Employer's health plan(s).

GMEBS LIFE AND HEALTH PROGRAM TRUST AGREEMENT

Administered By:

Georgia Municipal Association

**201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: (404)688-0472
Facsimile: (678)686-6289**

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GMEBS LIFE AND HEALTH PROGRAM TRUST

THIS TRUST AGREEMENT is executed as of this 22nd day of June, 2014, by the Board of Trustees of the Georgia Municipal Employees Benefit System (hereinafter referred to as "GMEBS").

WITNESSETH:

WHEREAS, certain governmental employers and instrumentalities (hereinafter "Participating Employers") have agreed to pool assets in order to jointly provide for group health, life, accidental death and dismemberment, short-term disability, dental and/or other benefits for their designated benefit plan participants (hereinafter "participants") and to jointly provide for the risk-sharing associated with the provision of such benefits, pursuant to, and to be governed by, the provisions of Chapter 5 of Title 47 of the O.C.G.A. §§ 47-5-23 (14) and 47-5-40;

WHEREAS, GMEBS desires to establish a pooled trust to receive contributions from certain governmental employers and instrumentalities and to make distributions from the Trust for the provision of such benefits, which trust shall be known as the GMEBS Life and Health Program Trust (the "Trust");

WHEREAS, each Participating Employer has determined that it wishes to offer benefits under the GMEBS Life and Health Program ("Program") and to make contributions with respect to the provision of such benefits through participation in this Trust;

WHEREAS, participation in and any coverage under the Trust shall not constitute nor be construed as a commitment to provide a specific type or level of benefit, to provide for a specific premium or contribution rate, or to constitute an accrued or vested financial benefit for any specific employee, participant, or other person unless otherwise specifically provided herein;

WHEREAS, the Trustees are authorized to receive, hold and administer the funds in the Trust, and such funds, when received by the Trustees (or their delegate), will constitute the trust fund (the "Trust Fund" or "Fund");

WHEREAS, the Trustees agree to accept this Trust and to perform the duties of the Trustees hereunder;

WHEREAS, GMEBS intends that the income accruing to the Trust shall be excluded from the income of Participating Employers which are political subdivisions or instrumentalities of the State, and such income is derived from the exercise of an essential governmental function as provided for under section 115(1) of the Internal Revenue Code of 1986, as amended (the "Code"), Revenue Rulings 77-261 and 90-74, and other relevant guidance;

WHEREAS, each Participating Employer will execute a Participation Agreement providing that the Participating Employer will deposit its contributions in the Trust Fund, out of

which lawful and proper benefits are to be paid; that there will be no disbursements out of the Trust Fund to a Participating Employer except for the payment of benefits unless such disbursement is consistent with irrevocability of the contribution under the Code; and that the Participating Employer will make expense payments as required for Trust administration;

NOW, THEREFORE, GMEBS hereby establishes a Trust to provide as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 **Definitions.** When the initial letter of a word or phrase is capitalized, it shall have the following meaning:

- (a) "Code" means the Internal Revenue Code of 1986, as amended.
- (b) "Custodian" means a bank, mutual fund, savings and loan association, insurance company or other qualified entity selected by the Trustees, to hold and administer the assets of the Trust Fund.
- (c) "Eligible Employer" means an "employer" as defined in O.C.G.A. § 47-5-2(9), provided that the employer is an agency of the State of Georgia, a political subdivision of the State of Georgia, or an entity whose income is excluded from gross income under Code Section 115.
- (d) "GMA" means the Georgia Municipal Association, Inc., an instrumentality of local government organized as a non-profit corporation under the laws of the State of Georgia, or any successor thereto.
- (e) "GMEBS" means the Georgia Municipal Employees Benefit System, a public corporation established by an Act of the General Assembly of the State of Georgia, or any successor thereto.
- (f) "Governing Authority" means the entity designated as such in the Participating Employer's Participation Agreement which is authorized to act for the Participating Employer.
- (g) "Group Policy" means the terms of the life, health, or other group insurance policy, as applicable, issued by contract to GMEBS from a third party insurance provider.
- (h) "Health and Welfare Benefit" means any benefit, premium, and/or payment made in connection with the provision of employee benefits as defined in O.C.G.A. § 47-5-2(7), including, but not limited to, medical, prescription, drug, dental, life, disability and accidental death and dismemberment benefits.
- (i) "Investment Fund" means an investment fund that forms part of the Trust Fund as established by the Trustees.

(j) "Investment Manager" means an investment manager selected by the Trustees.

(k) "Plan" means the applicable coverage, benefit plan, or Group Policy under the GMEBS Life and Health Program.

(l) "Participating Employer" means an Eligible Employer which becomes a party to this Trust by executing a Participation Agreement and Declaration as provided in Section 3.02 hereof and which has, by resolution or ordinance, adopted participation in the Trust. This term includes a Participating Employer who has terminated participation in the Trust to the extent there remains any outstanding contributions or premiums to be made or benefits to be paid pursuant to Article X.

(m) "Participating Employer Representative" means the person designated in the Participating Employer's Declaration to represent the Participating Employer in all communications with GMEBS and the Program Administrator.

(n) "Program Administrator" means the program administrator selected by the Trustees. The Program Administrator may be removed and replaced with or without cause by a 2/3 vote of the Trustees. The current Program Administrator is GMA.

(o) "Property" refers to any property, real or personal, or partial interests therein, wherever situated, including, but without being limited to, preferred and common stocks, shares of investment companies, bonds, notes, debentures and mortgages, equipment trust certificates, investment trust certificates, interests in limited liability companies, in partnerships whether limited or general or in any insurance contract, policy, annuity, or other investment media offered by an insurance company, in which trust assets may be invested pursuant to Georgia law.

(p) "Rule" means a policy, procedure, rule or regulation adopted by the Trustees, establishing administrative procedures or interpretations affecting the Trust or Program.

(q) "State" means the State of Georgia.

(r) "Trust" means the trust created and established hereunder.

(s) "Trust Fund" means all such money, property, and all investments made therewith and proceeds thereof and all earnings and profits thereon, less payments made by the Trustees as authorized herein.

(t) "Trust Year" means the twelve (12) month period beginning each January 1 and ending the following December 31 on which the books and records of the Trust are maintained.

(u) "Trustees" means the Board of Trustees of GMEBS.

Section 1.02 Rules of Construction. Words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

Accounting terms and principles used herein or applicable hereto shall be as defined and described from time to time by pronouncements and other guidance of the Governmental Accounting Standards Board, or any successor organization.

ARTICLE II

TRUST AND TRUST ADMINISTRATION

Section 2.01 Trust Fund. The Trustees shall receive and accept for the purposes hereof all property paid to the Trust by or at the direction of the Participating Employers and shall hold, invest, reinvest, manage, administer, and distribute property and the increments, proceeds, earnings, and income solely to provide Health and Welfare Benefits as described herein. All assets held by the Trustees in the Trust are referred to herein as the "Trust Fund." The Trustees have the authority to invest and manage the assets of the Trust Fund. All assets shall be held as a pooled trust to provide the Health and Welfare Benefits of any Participating Employer.

Section 2.02 Exclusive Benefit. The Trust is held for the exclusive benefit of employees of a Participating Employer and their dependents; provided, however, that no specific employee or group of employees shall have a vested interest in the Trust Fund. The Trust Fund shall be used solely for providing Health and Welfare Benefits to each Participating Employer's eligible employees and their eligible dependents, pursuant to the Participation Agreement and the terms of the applicable Plan(s), and the payment of reasonable expenses of the Trust. Such expenses include, but are not limited to, expenses arising from the reasonable indemnification of entities performing services for the Plan pursuant to contract, to the extent permitted under applicable law, and payments required under applicable law or imposed on the Trust pursuant to applicable law. No portion of the principal or income of this Trust shall revert to a Participating Employer except in a manner consistent with the Code. Trust assets shall not be used to satisfy the claims of any creditor of any Participating Employer or of the Program Administrator, the Custodian or the Trustees. Trust assets shall not be used to pay any penalties or fines assessed against a Participating Employer. In the event that a penalty is assessed against the Trust as a result of actions or inactions of a Participating Employer, the Trustees or Program Administrator will recoup such penalties or fines from the Participating Employer or take such other actions as are necessary and appropriate to protect the Trust.

Section 2.03 Pooled Trust. The Trust Fund shall be in the form of a pooled trust, in which contributions are pooled. With respect to any Plan offered under the Program that is not provided through a third party insurer Group Policy, the Participating Employers enter this Trust as a mutual covenant of risk sharing and not as a partnership. With respect to insured benefits offered under the Program through a third party insurer Group Policy, the Participating Employer's obligation is to contribute the amount of the premium required under the Group Policy. No Participating Employer by reason of being a participant in the Trust and contributing to the pool shall be liable to the Trust, to any other Participating Employer, or to any claimant, except for the payment of contributions, fees, expenses, and costs provided for in its Participation Agreement and joinder in the Trust and for any necessary additional assessments levied by the

Trustees to maintain appropriate reserves for the Health and Welfare Trust Fund. Payment of expenses and fees of the Trust in accordance with Section 5.02 shall have priority.

ARTICLE III

PARTICIPATING EMPLOYERS

Section 3.01 Approval. The Trustees shall be the sole judge of whether an Eligible Employer is eligible to become a Participating Employer. The Trustees may delegate the authority for membership approval to the Program Administrator.

Section 3.02 Participation. An Eligible Employer that is a municipal corporation may become a Participating Employer, by delivering to the Program Administrator an appropriate ordinance of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. The municipal corporation will become a Participating Employer as of the effective date specified in said ordinance. Any other Eligible Employer may become a Participating Employer by delivering to the Program Administrator an appropriate resolution of its Governing Authority adopting the Trust, the Participation Agreement, and a Declaration, provided said participation documents are approved by the Trustees or the Program Administrator. By executing the ordinance (or resolution, if applicable) and Participation Agreement, the Eligible Employer agrees to be bound by all the terms and provisions of this Trust, the Participation Agreement, the Declaration, and the Rules adopted by the Trustees, as amended from time to time. The Participation Agreement and Declaration shall include provisions regarding type of coverage, eligibility of employees, eligibility of dependents, administration of federal law requirements, responsibilities of the Participating Employer, remittance of contributions, and procedures for termination and modification of the Declaration.

Section 3.03 Continuing as a Participating Employer. A Participating Employer shall be entitled to continue to be a Participating Employer as determined from time to time by the Trustees. A Participating Employer may terminate participation in the Trust by providing thirty (30) days prior written notice to the Pogram Administrator, subject to the provisions of Section 10.03 of this Trust Agreement and the applicable provisions of the Participation Agreement.

ARTICLE IV

DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND

Section 4.01 Trust Deposits.

(a) The Trustees hereby delegate to the Program Administrator the responsibility for accepting contributions to the Trust and remitting said contributions to the Custodian. In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Program Administrator.

(b) The Trustees shall: (i) invest and reinvest the Trust Fund, and (ii) pay benefits as described herein from the assets of the Trust (except for benefits payable under any Group Policy) on the order of the Program Administrator or its duly authorized representative, or, if applicable, on the order of a claims administrator hired by the Trustees. The Custodian shall hold such assets on behalf of the Trustees. The Trustees shall account for contributions, income, and payments made to or from the Trust. The Trustees, Custodian and Program Administrator shall not be responsible for funding the Trust Fund to pay benefits due under the Plans and expenses of the Plans, or to meet and discharge any other liabilities of the Plans or the Trust.

(c) Contributions to fund the benefits under the Trust shall be made by each Participating Employer based upon the Health and Welfare Benefits provided under the Plan and the Trustees' determination of the necessary contribution or premium amount, based on the experience of the participants of the Participating Employer and including any underwriting questionnaire and census forms provided by the Participating Employer, as well as any other appropriate classifications, rates, loss experience and other criteria adopted by the Trustees or the Program Administrator. Participating Employers may be rated individually with rates different from the ordinary group rates when the loss experience of the Participating Employer warrants such individual rating as determined by the Trustees or Program Administrator.

(d) Late fees, reinstatement fees, or other charges may be established at the discretion of the Trustees.

Section 4.02 Trust Payments. The Trustees or Program Administrator, as applicable, shall make payments and transfers from the Trust to such claims disbursing accounts and expense payment accounts as may be maintained pursuant to the Plan(s), and to Participating Employers, their employees and their spouses and dependents as necessary for proper administration of the Plan(s). Such payments shall be made in such manner, in such amounts, and for such purposes, including the payment of Health and Welfare Benefits under the Plan(s), the payment of expenses of administration of the Program and Trust, and the payment of any refunds of contributions or premiums. The Trustees or Program Administrator, as applicable, shall ensure that any payment from the Trust conforms to the provisions of the Plan(s), the Trust Agreement, and any applicable law. The Trustees and Program Administrator shall not incur any liability or other damage on account of any payment or other distribution made by the Trust in accordance with this Section.

ARTICLE V

ACCOUNTS AND INVESTMENTS

Section 5.01 Investment of Trust Fund.

(a) Except as otherwise provided by Rule or as delegated to the Investment Manager or Custodian, the Trustees shall have complete control of the management and investment of the Trust Fund and shall have all powers necessary or convenient to enable it to exercise such control.

(b) The Trustees may invest and reinvest funds held by the Fund in any investments which are legal investments under O.C.G.A. § 47-5-24, and shall have the discretion to decide the allocation of funds among such investments. The Trustees may purchase, acquire, hold, lease, sell, and convey real and personal property, and place funds held herein with banks or trust companies which have corporate trust powers, with insurance companies authorized to do business within the State, and do all such other acts as are permitted by law. The Trustees may hold all or part of the Trust Fund uninvested as may be appropriate to provide reasonable liquidity for the Trust.

Section 5.02 **Administrative Fee or Fees.** The Trustees may establish and revise an administrative fee or fees that may be assessed to Participating Employers to defray the costs of the Trust and Program, in the manner provided under O.C.G.A. § 47-5-27 or in any other manner determined by Rule.

ARTICLE VI

POWERS AND DUTIES OF THE TRUSTEES

Section 6.01 **Powers and Duties.** The Trustees, in administering the Trust, shall have such power and authority (including discretion with respect to the exercise of that power and authority, and the ability to delegate such power and authority) as may be necessary, advisable, desirable, or convenient to the Trustees, in their sole discretion as Trustees and investment fiduciary subject to the provisions of this Trust Agreement, and consistent with O.C.G.A. § 47-5-23 and 47-5-24, including the power and authority:

(a) To make Rules with respect to the Trust and Program that are not inconsistent with the Trust, the Code or applicable law, and to amend or rescind such Rules;

(b) To adopt or amend the form of ordinance, resolution, Participation Agreement, and Declaration required to be adopted and executed by Participating Employers under Section 3.02;

(c) To determine, consistent with the applicable laws, rules or regulations, all questions of law or fact that may arise as to any person or entity claiming rights under the Trust;

(d) Subject to and consistent with the Code and applicable law, to construe and interpret the Trust and to correct any defect, supply any omission, or reconcile any inconsistency in the Trust;

(e) To adopt and amend investment policies, guidelines, restrictions and requirements;

(f) To adopt and amend Plan(s) to provide Health and Welfare Benefits to eligible participants under the Program;

(g) To contract with municipal corporations and other public bodies of the State and private entities or persons for the use or furnishing of services and facilities necessary, useful, or incident to providing Health and Welfare Benefits under the Program, including but not limited to services and facilities concerning administration of claims; maintenance of provider networks; investment of Trust assets; promotion of membership in the Trust; actuarial services; underwriting services; accounting services; stop-loss coverage in such aggregate and specific amounts as the Trustees deem appropriate; maintenance of records and accounts; and any other services or facilities deemed by the Trustees to be necessary or useful for the sound operation of the Program or Trust Fund;

(h) To establish the terms for providing Health and Welfare Benefits under the Program through the use of insurance companies, self-funding, or other funding method as determined by the Trustees;

(i) To rate each Participating Employer for purposes of determining the contributions and premiums necessary for participation in the Plan and Trust;

(j) To maintain appropriate reserves for known incurred losses and loss adjustment expenses and for estimated but not reported losses and to assess Participating Employers pro rata an amount deemed by the Trustees to be sufficient to maintain appropriate reserves;

(k) To employ legal counsel;

(l) To employ and contract with actuaries, auditors, accountants, investment advisers, investment brokers, consultants, and other Program service providers;

(m) To collect and disburse all funds due and payable under the Trust;

(n) To provide for and promulgate all the rules, regulations, procedures and forms that are deemed necessary or desirable in contracting with Participating Employers, in fulfilling the purpose of providing Health and Welfare Benefits, and in maintaining proper records and accountings;

(o) To bring and defend actions, sue and be sued, and plead and be impleaded;

(p) To expend funds for the purchase of fidelity and surety bonds and liability insurance for the protection and indemnification of Trustees in the performance of their duties;

(q) To expend funds for the reasonable expenses of Trustees while engaged in the performance of their duties;

(r) To employ insurance companies, banks, trust companies, and investment brokers as agents for the keeping of records and the receipt and disbursement of funds held by or due the Trustees;

(s) To accept gifts and donations of Property of every nature and use such Property for the purposes of this Trust;

(t) To provide for termination of the Trust and disbursement of assets as permitted by law and the terms of this Trust;

(u) To exercise generally any of the powers of an owner with respect to all or any part of the Trust Fund; and

(v) To take all actions consistent with this Trust Agreement necessary or appropriate to administer or carry out the purposes of the Trust; provided, however, the Trustees need not take any action unless in their opinion there are sufficient Trust assets available for the expense thereof.

Section 6.02 Delegation by Trustees. In addition to the powers stated in Section 6.01, the Trustees may from time to time delegate to an individual, committee, or organization certain of its fiduciary responsibilities and other responsibilities under the Trust and/or Participation Agreement. Any such individual, committee, or organization may be an agent of the Trustees under the common law of agency, may be an independent contractor, or may serve in both capacities. Any such individual, committee, or organization shall remain a fiduciary with respect to any delegated fiduciary duty and shall remain responsible to fulfill any other delegated responsibility until such delegation is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee, or organization shall have such power and authority with respect to such delegated fiduciary responsibilities and other responsibilities as the Trustees have under the Trust and/or Participation Agreement. Such delegation may be evidenced by contract or other action of the Trustees, including ratification of the actions of an agent.

Section 6.03 Agreements with the Program Administrator. The Trustees may enter into agreements and contracts with the Program Administrator for any purpose related to the Trust including contracts and agreements for administrative services, personnel, reimbursement of expenses, and institutional value and licensing. The contract or agreement may specify the compensation to be paid by the Trustees to the Program Administrator and such other terms as the parties mutually agree.

ARTICLE VII

LIMITATIONS OF RESPONSIBILITY AND INDEMNIFICATION

Section 7.01 Limitations of Responsibility of Members of the Board of Trustees. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

(a) The Trustees shall have no duties other than those expressly set forth in this Trust Agreement and those imposed on the Trustees by applicable laws.

(b) The Trustees and the Program Administrator shall not be responsible for any particular federal, state or local income, payroll or other tax consequence or penalty to a Participating Employer or an eligible employee, spouse or dependent, and shall not be responsible for any tax reporting obligation relating to payments or disbursements to such persons, except to the extent such reporting obligation is otherwise required by law.

(c) The Trustees shall be responsible only for money and property actually received by the Trust, and then to the extent described in this Trust.

(d) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.

(e) No member of the Board of Trustees shall have any liability for the acts or omissions of any predecessor or successor in office.

(f) The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any Investment Fund; (iv) the acts or omissions of any Custodian; (v) the acts or omissions of the Program Administrator; (vi) the acts or omissions of any contractor, or (vii) the acts or omissions of any Participating Employer.

Section 7.02 Indemnification of Members of the Board of Trustees. The Trust shall, and hereby does, to the extent permitted by law, indemnify the Trustees, including persons who have served as such in the past or who are heirs, executors, or administrators thereof, against expenses (including attorney's fees), penalties, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any actual or threatened proceeding of any kind, arising by reason of the fact that any such person is or was a member of the Board of Trustees, and shall advance to such person expenses reasonably incurred in defending any such proceedings as permitted by law. Such indemnity shall apply, however, only if, in connection with the matter at issue, the person claiming indemnity hereunder acted in good faith and in a manner he or she reasonably believed was in the best interests of the Trust. This indemnity does not extend to any acts of the person seeking indemnity which involve gross negligence or willful misconduct, or are materially in breach of the Trust Agreement, or any by law. The Trustees may obtain and may rely on a written opinion of independent legal counsel on any issues of good faith, reasonable belief, or breach, or on any and all other issues that may bear on the application of this indemnity.

ARTICLE VIII

ACCOUNTS AND RECORDKEEPING

Section 8.01 Maintenance of Records. The Trustees shall maintain or cause to be maintained suitable records, data, and information relating to their responsibilities hereunder. The Trust's books and records relating thereto shall be open to inspection at reasonable times, in accordance with applicable law.

Section 8.02 Independent Audit. The Trustees shall cause an independent audit of the Trust Fund to be performed annually, with results reported to all Participating Employers.

ARTICLE IX

RELIANCE ON COMMUNICATIONS

Section 9.01 Certification of Program Administrator. The Trustees may rely upon a certification of the Program Administrator with respect to any instruction, direction, or approval of such Program Administrator and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Program Administrator.

Section 9.02 Certification of Other Providers. The Trustees and the Program Administrator shall be protected further in relying upon a written certification that purports to be from any Custodian, Investment Manager, insurance company, mutual fund, or other Program service provider as to the person or persons authorized to give instructions or directions on behalf of such Custodian, Investment Manager or insurance company, mutual fund, or other Program service provider and continue to rely upon such certification until a subsequent written certification is filed with the Trustees.

Section 9.03 Certification of Participating Employers. The Trustees and the Program Administrator may rely upon a certification from a Participating Employer with respect to any information requested. The Trustees and the Program Administrator shall have no duty to make any investigation or inquiry as to any statement contained in any certification, but may accept the same as complete and accurate.

ARTICLE X

AMENDMENT AND TERMINATION

Section 10.01 Amendment. This Trust Agreement may be amended by the Trustees at any time and in any manner permitted by applicable State law and not inconsistent with Code Section 115, as amended from time to time. Notice of such Amendment shall be provided to the Participating Employers, Program Administrator and Custodian within a reasonable period thereafter.

Section 10.02 Termination. This Trust has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the pool shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Trust by a written instrument to that effect executed by the Trustees. In the event of such termination, Participating Employer premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination established by the Trustees. GMEBS, the Program Administrator, and any third party insurers under the Program will not be responsible

for any claims incurred following said termination date (except as otherwise provided under any Group Policy). The assets remaining in the Trust Fund as of the termination date shall continue to be used and applied, to the extent available, for the:

(a) payment of self-funded Health and Welfare Benefits under the Plan(s) with respect to claims incurred prior to such termination and administrative and other expenses and obligations incurred prior to the termination effective date; and

(b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Trust Fund shall be distributed on a pro rata basis to Participating Employers who are participating in the Trust as of the effective date of termination in accordance with and subject to any applicable Rules established by the Trustees. In no event shall Trust Fund assets be distributed to an entity that is not a state, a political subdivision of a state, or an entity whose income is excluded from gross income under Code Section 115.

Section 10.03 Effect of Termination of or by Participating Employer. In the case of the complete or partial termination of the Trust by the Trustees as to one or more Participating Employers or in the case of termination of participation by a Participating Employer, the Participating Employer's premiums and/or contributions (other than duly authorized assessments and any outstanding amounts due to the Trust) shall cease as of the effective date of termination and the assets then remaining in the Trust Fund shall continue to be used and applied, to the extent available, for the (a) payment of Health and Welfare Benefits under the Program with respect to claims incurred prior to such termination and other expenses and obligations arising prior to such termination; and (b) payment of reasonable and necessary expenses incurred in such termination. The Trust shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Trust, or whose participation is not terminated by the Trustees.

ARTICLE XI

MISCELLANEOUS

Section 11.01 Construction and Governing Law.

(a) This Trust Agreement shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the laws of the State of Georgia. If any provision of the Trust Agreement is held to violate the Code or Georgia law, or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Trust.

(b) The headings and subheadings in this Trust Agreement are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust Agreement.

(c) In resolving any conflict among provisions of this Trust Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of this Trust Agreement, the interpretation that (i) causes the Trust to be exempt from tax as a governmental instrumentality under Code Section 115, and (ii) causes the Trust to comply with all applicable requirements of the Code and the laws of the State of Georgia shall prevail over any different interpretation.

Section 11.02 Parties Bound. This Trust Agreement shall be binding upon the Trustees and all Participating Employers, and, as the case may be, the delegates, successors, and assigns of each of them.

Section 11.03 Necessary Parties to Disputes. Necessary parties to any accounting, litigation, or other proceedings relating to the Trust Agreement shall include only the Trustees. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon the Participating Employers, and upon all persons claiming by, through, or under them.

Section 11.04 Severability. If any provisions of the Trust Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Trust Agreement shall continue to be fully effective.

Section 11.05 Supersession. The terms of the Trust Agreement shall supersede any previous oral or written agreement between the parties to this Trust pertaining to matters that are the subject of the Trust.

Section 11.06 Nonassignment. No Participating Employer may commute, sell, assign, transfer, or otherwise convey any right it may have under the Trust. The assets held under this Trust shall not be subject to the rights of the creditors of the Participating Employers, the Trustees, the Custodian or the Program Administrator, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

Section 11.07 Erroneous Payments. If the Trustees or the Program Administrator make any payment that according to the terms of the Trust and the benefits provided hereunder should not have been made, the Trustees or Program Administrator may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees or Program Administrator, from the person to whom it was made or from any other appropriate party. For example, the Trustees or Program Administrator may deduct the amount of the incorrect payment when making any future payments to that Participating Employer.

Section 11.08 Release. Any payment to any Participating Employer or its designee shall, to the extent thereof, be in full satisfaction of the claim of such Participating Employer being paid thereby and the Trustees or Program Administrator may condition payment thereof on the delivery by the Participating Employer or its designee of the duly executed receipt and release in such form as may be determined by the Trustees or Program Administrator.

IN WITNESS WHEREOF, this Trust Agreement has been executed by the undersigned on the date indicated. This Trust Agreement shall be effective June 22, 2014.

**BOARD OF TRUSTEES,
GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

Dated: June 22, 2014

N. Lamar Perkin
Secretary

Attest: *Calvin Wray*

Action Item
IGA with Gwinnett
County

STATE OF GEORGIA

COUNTY OF GWINNETT

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT TO PROVIDE
STORMWATER SERVICES WITHIN THE CITY OF PEACHTREE CORNERS**

This First Amendment to Intergovernmental Agreement to Provide Stormwater Services Within the City of Peachtree Corners, between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter "Gwinnett County") and the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia, (hereinafter "Peachtree Corners") is executed this ____ day of December, 2014.

WITNESSETH

WHEREAS, Gwinnett County and Peachtree Corners entered into an Intergovernmental Agreement to Provide Stormwater Services Within the City of Peachtree Corners dated December 17, 2013 (hereinafter the "Intergovernmental Agreement") whereby, at the request of Peachtree Corners and in order to aid the City's transition, the parties agreed for Gwinnett County to provide stormwater management systems, facilities and services within the City of Peachtree Corners, subject to certain terms and conditions as set forth in the Intergovernmental Agreement; and

WHEREAS, the Intergovernmental Agreement provided for a term that began on January 1, 2014 and continued for a period of

one year; and

WHEREAS, the Intergovernmental Agreement further provided that after the first year, the parties could mutually agree to extend the term of the Intergovernmental Agreement for three periods of one year each; and

WHEREAS, the Intergovernmental Agreement further provided that if Peachtree Corners wished to extend the Intergovernmental Agreement for an additional term, it must provide Gwinnett County with written notice at least six months prior to the expiration of the original term or any extension thereof, and that Gwinnett County may then agree to such request for an extension; and

WHEREAS, on June 30, 2014, Peachtree Corners provided written notice to Gwinnett County that it wished to extend the term of the Intergovernmental Agreement for one additional year; and

WHEREAS, Gwinnett County now wishes to agree to Peachtree Corner's request for an extension of the term of the Intergovernmental Agreement for one additional year.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein, Gwinnett County and Peachtree Corners agree to amend the Intergovernmental Agreement as follows:

1. Term: The parties agree that the term of the Intergovernmental Agreement shall be extended for one additional year, beginning on January 1, 2015 and ending on December 31, 2015.

Except as expressly modified above, all other terms and conditions of the Intergovernmental Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this First Amendment to Intergovernmental Agreement to Provide Stormwater Services Within the City of Peachtree Corners to be signed, sealed and delivered for final execution by Gwinnett County on the date indicated herein.

ATTEST:

CITY OF PEACHTREE CORNERS

By: _____
KYM CHERECK
CITY CLERK
CITY OF PEACHTREE CORNERS

By: _____
MIKE MASON, MAYOR

[SEAL]

APPROVED AS TO FORM:

By: _____
WILLIAM F. RILEY
CITY ATTORNEY

(Signatures continued on following page)

ATTEST:

GWINNETT COUNTY, GEORGIA

By: _____
COUNTY CLERK

[SEAL]

By: _____
CHARLOTTE J. NASH
CHAIRMAN

APPROVED AS TO FORM:

By: _____
WILLIAM J. LINKOUS, III
COUNTY ATTORNEY

**Draft Ordinances
to allow and
regulate Liquor
Stores**

DRAFT

**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, C-3, Highway Business, or M-1, Light Industry.

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 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 acre in size with a minimum of 200 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.
- (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.

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.

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 _____ day of _____, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

DRAFT

AN ORDINANCE TO AMEND ARTICLE XIII OF THE 2012 CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY ADDIDNG 'LIQUOR STORE' AS A CONDITIONAL 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: Article XIII, Use Provisions, shall be amended by adding the following: (words in underline are added)

Section 1308 C-2 , General Business District

E. Special Uses

11. Liquor Store (subject to the limitations of CC Sec.6-240)

Section 1308A C-3 , Highway Business District

E. Special Uses

4. Liquor Store (subject to the limitations of CC Sec.6-240)

Section 1310 M-1 , Light Industry District

E. Special Uses

11. Liquor Store (subject to the limitations of CC Sec.6-240)

Section 2

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

Effective this _____ day of _____, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

Liquor Store Comparison Chart

	Duluth	Suwanee	Johns Creek	<i>Peachtree Corners</i>	Sandy Springs	Doraville
Required Distance from Liquor Store to:	Allowed in C-1, C-2 zoning districts	Allowed in C-3 zoning district	Allowed in C-1, C-2, C-3 zoning districts	<i>PROPOSED</i> C-2 (cond.), C-3 (cond.) M-1(cond.)	Allowed in C-1, C-2 zoning districts	Allowed in C-2 (cond.) zoning district
Private residence	150 ft.	200 ft.	200 ft.	--	200 ft.	--
church	300 ft.	300 ft.	300 ft.	300 ft.	300 ft.	300 ft.
library	300 ft.	--	--	--	--	--
park	300 ft.	--	--	300 ft.	--	300 ft.
school	600 ft.	600 ft.	600 ft.	600 ft.	600 ft.	600 ft.
Another liquor store	1500 ft.	1500 ft.	1500 ft.	3000 ft.	1500 ft.	--

Liquor Store Ordinances Required:

Ordinance #1 amends city code to add provisions for package stores and modifies city code's existing distance requirement regulations (for consistency)

Ordinance #2 amends zoning code to add liquor stores to specific zoning districts as a Special Use.

GDOT LMIG 2015



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: December 16, 2014
SUBJECT: GDOT LMIG project – 2015 project considerations

Work Session Discussion

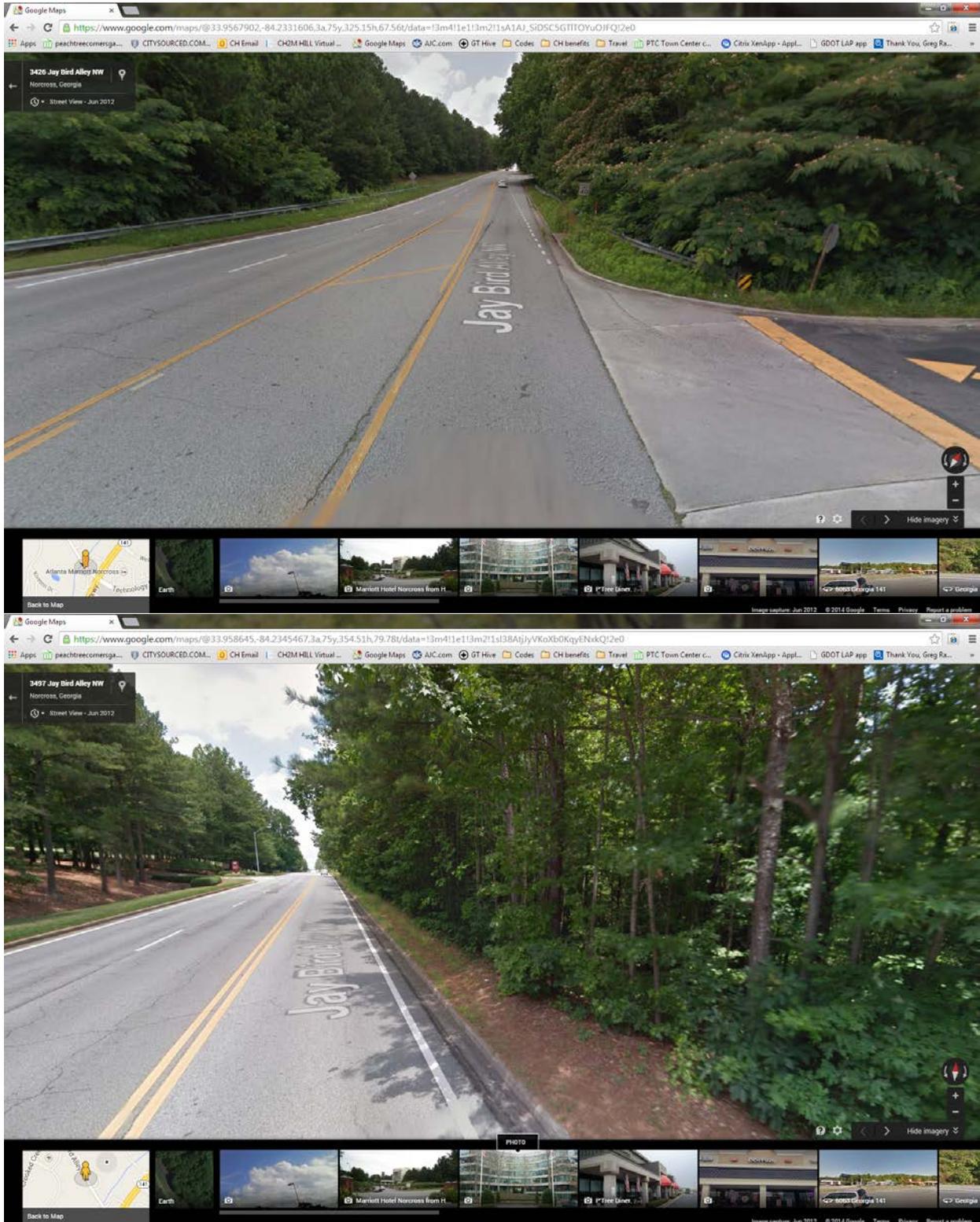
The Georgia Department of Transportation awarded the City of Peachtree Corners \$138,202.38 for a 2014 LMIG grant. A similar amount is likely available for 2015 if application is made before the upcoming deadline. Three potential sidewalk projects are shown below for your consideration for inclusion in the LMIG application. A match of 20% is required, which the City could fund through current SPLOST dollars. The estimates shown are very rough, but are included for discussion and comparison purposes.

Other projects are certainly available, if these are not found to be desirable.

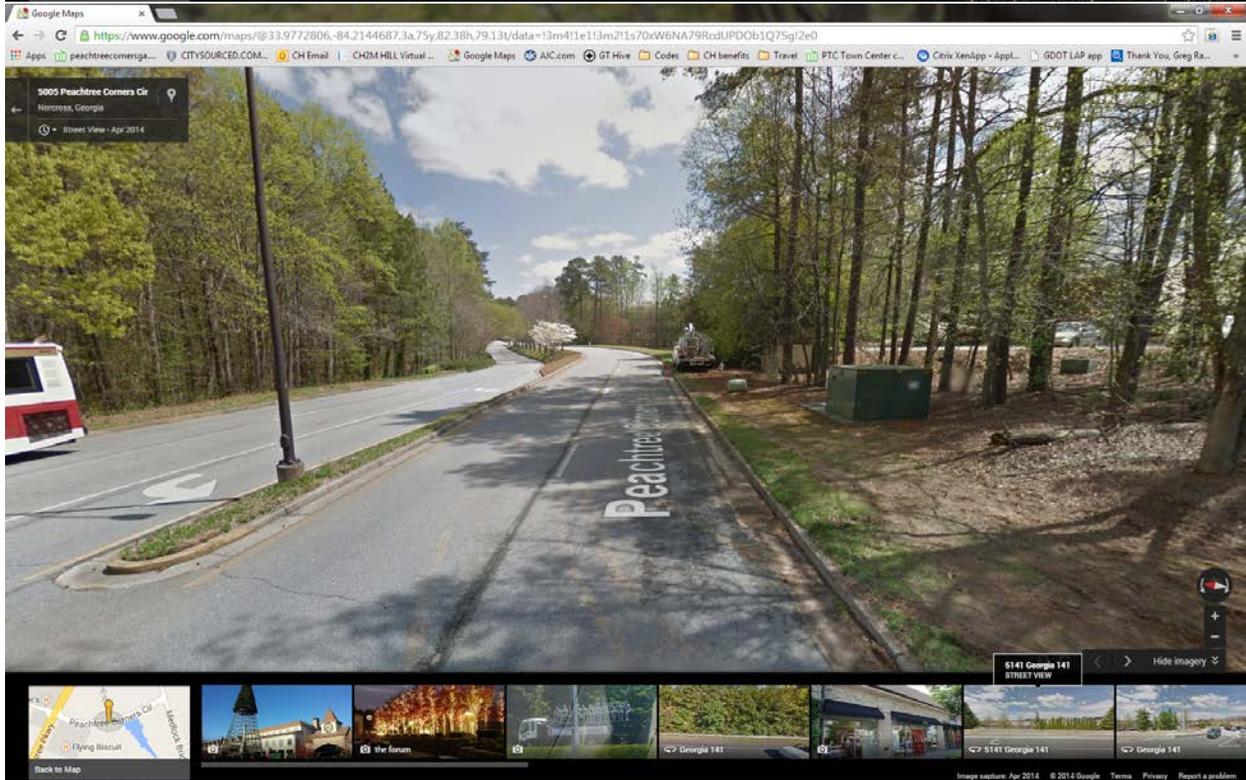
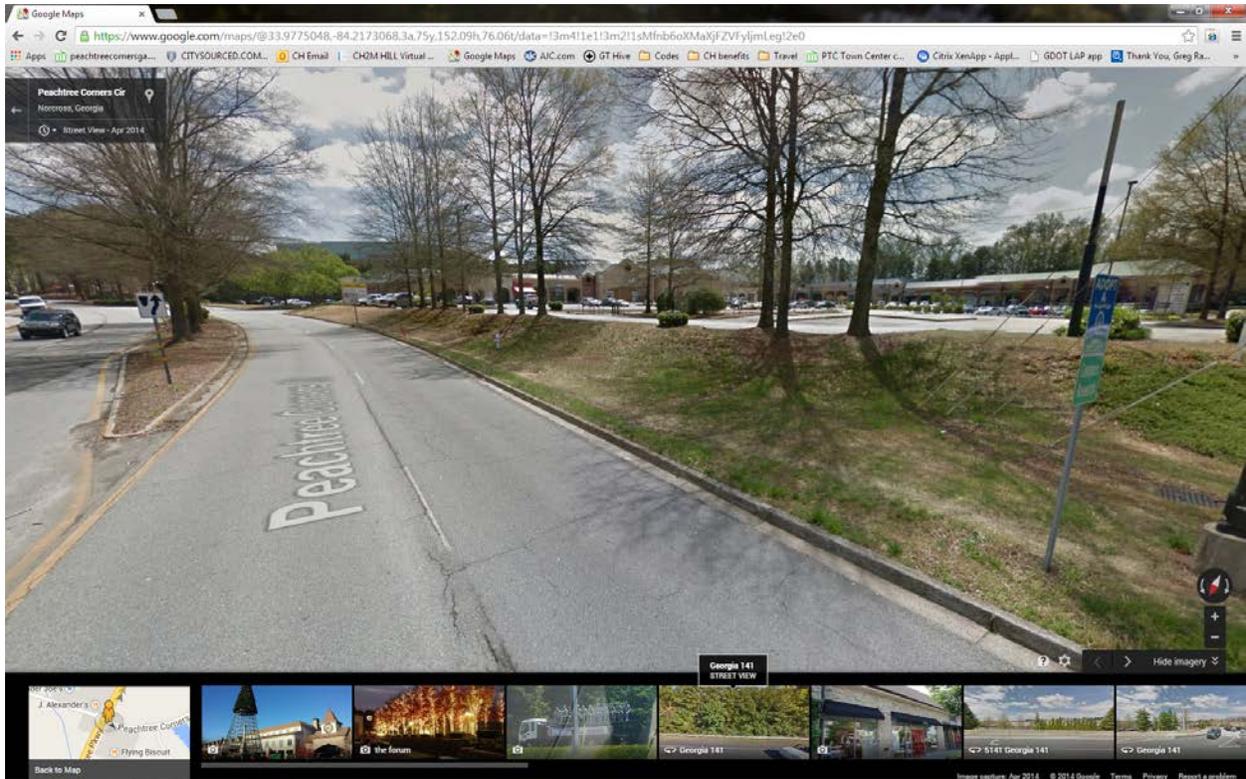
Technology Parkway – Peachtree Parkway east toward Westech Drive
Estimated Cost \$150,000 plus Planning & Engineering



Jay Bird Alley – Peachtree Parkway to Crooked Creek Road
Estimated Cost \$170,000 plus Planning & Engineering



Peachtree Corners Circle – Peachtree Parkway to Medlock Bridge Road
Estimated Cost \$150,000 plus Planning & Engineering



IMS Pavement Analysis



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: December 16, 2014
SUBJECT: GDOT LMIG project – 2015 project considerations

Work Session Discussion

Please see the attached IMS Brochure and Peachtree Corners Proposal for 2015 Pavement Data Collection. This work can be funded through the current SPLOST, and the results of this study could be used to prioritize a Roadway Resurfacing List for current and future funding programs.

Quotation for Professional Services



IMS Infrastructure Management Services
1820 W. Drake Dr. Suite 108. Tempe, AZ 85283
Phone: (480) 839-4347 Fax: (480) 839-4348
www.ims-rst.com

To: Greg Ramsey, Director of Public Works

Date: November 14, 2014

From: Zac Thomason, MBA, National Manager of Client Services

Project: Peachtree Corners, GA

Subject: 2015 Pavement Data Collection

Project No: N/A

Thank you for taking the time to review the pavement and asset data collection services offered by IMS Infrastructure Management Services. IMS excels in pavement and asset management solutions and can provide a full suite of data collection and software services.

As we understand, the City of Peachtree Corners currently maintains approximately 122 centerline miles of roadway and does not use a dedicated pavement management application. IMS collects all data in accordance with the U.S. Army Corps of Engineers data protocols, commonly referred to as ASTM D6433. In addition, we deliver all data in industry standard formats such as Excel, Access, Geodatabases, shape, and even Google Earth KMZ files.

The Laser Road Surface Tester (RST) surveys arterial and collector routes in two passes, resulting in an approximate test mileage of 150.

Our approach, and key service differentiator, is based on three, time proven fundamentals:

Answer the questions that are being asked – don't over-engineer the system or make it needlessly complicated. Databases and the application of technology are meant to simplify asset management, not make it more difficult.

Service and quality are paramount to success – the right blend of technically correct data, condition rating, and reporting will provide the agency with a long-term, stable solution. Service to the client remains our top priority.

Local control and communications are key – it is important that all stakeholders understand the impacts of their decisions and have the system outputs react accordingly. We excel in making ourselves readily available.

Services we can offer the City of Peachtree Corners include:

- ◀ Objective roadway performance data collection including a full suite of surface distresses.
- ◀ Right of way asset data collection with digital image and GPS coordinate data collection.
- ◀ Provision of robust software solutions and an advanced knowledge of 3rd party applications.



Data Collection

IMS is unique to the industry, as an objective and repeatable data collection effort will be completed. The Laser RST will be used to perform a surface condition assessment of all City streets. Instead of using the subjective feet on ground or windshield sampling method, all data will be collected continuously and recorded in 100-foot intervals in the form of a detailed database complete with GPS coordinates. The data will also be aggregated to the section level, following the sectioning and referencing methodology determined after IMS and City review.



GIS and Pavement Management Linkage

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the capability to handle and present vast amounts of data in an efficient manner. IMS can provide a link between the City's GIS program and the pavement management data to enable the City to display and generate color-coded maps based upon existing pavement conditions, street rehabilitation plans or most of the data in the pavement management program. An output of such a plot is illustrated in the adjacent image.



Provision of Video & Digital Images

In conjunction with the surface condition survey, each test section is recorded on digital video with a forward-facing digital camera and used as part of the IMS Quality Control and Quality Assurance procedures. Additional cameras can be mounted to expand the viewing area or to include right of way asset features of special interest to the City. IMS can provide digital images at specified intervals (e.g. 10', 25' or 50') for viewing in selected third party software, and/or through the City's GIS.



**City of Peachtree Corners
Pavement Data Collection**

Proposed Project Budget

The detailed budget presented below is based on the IMS work plan and deliverables. It represents a realistic budget to complete the work, and we are confident we can maintain an on-time, on-budget approach to the assignment.

Peachtree - Pavement Data Collection

Task	Activity	Quant	Units	Unit Rate	Total
Project Initiation					
1	Project Initiation	1	LS	\$2,750.00	\$2,750.00
2	Network Referencing & GIS Linkage	150	T-Mi	\$22.00	\$3,300.00
Field Surveys					
3	RST Mobilization/Calibration	1	LS	\$3,500.00	\$3,500.00
4	RST Field Data Collection - Pavements	150	T-Mi	\$110.00	\$16,500.00
5	Dynaffect Mobilization	1	LS	\$2,500.00	\$2,500.00
6	Deflection Testing (Arterials & Collectors)	50	T-Mi	\$130.00	\$6,500.00
Data Management					
7	RST - Data QA/QC, Processing, Format, & Supply (Excel; Shapefile; KML)	150	T-Mi	\$30.00	\$4,500.00
8	Provision of Digital Images at 25-foot Intervals (Per View)	150	T-Mi	\$15.00	\$2,250.00
9	Pavement Analysis, Budget Development, & Report	1	LS	\$8,000.00	\$8,000.00
10	Project Management	1	LS	\$3,735.00	\$3,735.00

				Project Total:	\$53,535.00
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Supplemental Activities:

11	Council Presentation	1	LS	\$3,500.00	\$3,500.00
12	Web Hosted Digital Image Viewer	1	LS	\$6,000.00	\$6,000.00
13	Asset Data Collection (GPS & ROW Imagery)	150	T-Mi	\$25.00	\$3,750.00
	a. Sidewalk Database Development	150	T-Mi	\$55.00	\$8,250.00
	b. Curb & Gutter Database Development	150	T-Mi	\$50.00	\$7,500.00
	c. Sign & Support Database Development	150	T-Mi	\$95.00	\$14,250.00
	d. ADA Ramp Database Development	150	T-Mi	\$60.00	\$9,000.00
	e. Pavement Striping Database (Linear Features)	150	T-Mi	\$45.00	\$6,750.00
	f. Pavement Markings Database Development (Point Features)	150	T-Mi	\$45.00	\$6,750.00
14	Pavement Management Software Implementation	1	LS		\$10,000 - \$25,000

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to become an asset and extension of the City of Peachtree Corners staff and team. If any questions arise, please do not hesitate to contact me at (480) 839-4347 or zthomason@ims-rst.com.

Best Regards,

IMS Infrastructure Management Services



Zac Thomason, MBA

National Manager of Client Services



IMS Infrastructure Management Services

Consultants | Engineers



Pavement and Asset Management

consulting
engineering
data collection
software

Office Locations

1820 W Drake Drive, Suite 108
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Rolling Meadows, IL 60008
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(847) 255 2938 fax

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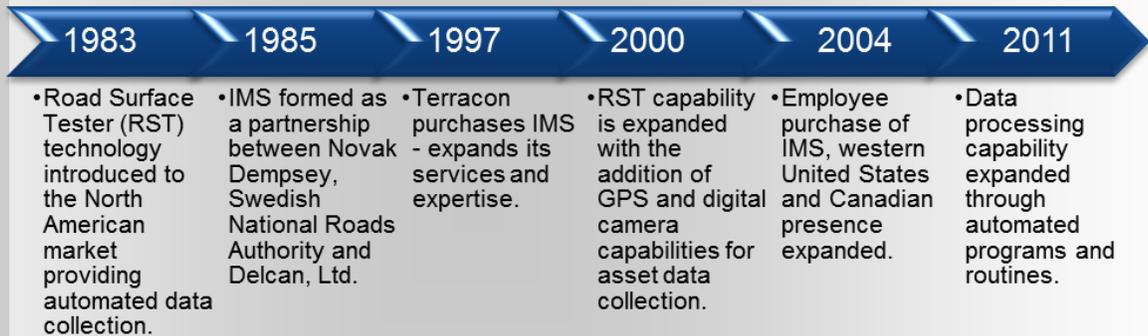
IMS Infrastructure Management Services

Company Profile

IMS Infrastructure Management Services has been providing professional pavement and right-of-way asset management services for government agencies and private sector companies throughout the United States and Canada for more than 30 years. We have completed over 500 projects for agencies with road networks ranging in size from a few miles to over 15,000 miles. IMS is an employee owned and managed engineering firm with offices in Arizona, Illinois, and Ontario.

As an industry leader in infrastructure asset data collection, IMS has developed strategic partnerships with many of the leading asset management software firms. We have collected data for more than 15 different software platforms, ranging from our own proprietary **PavePRO** systems, to 3rd party programs including: **APWA MicroPAVER, Lucity, Cartegraph, MTC StreetSaver, Deighton, Stantec RoadMatrix, and Hansen.** We have also developed 4 pavement and asset management applications, and have performed work with more than 8 database and mapping applications.

IMS maintains relationships with municipalities all across North America. We take great pride in growing long term affiliations with our clients.



Keys to Success

Our approach, and key service differentiator, is based on three, time proven fundamentals:

Answer the questions that are being asked - don't over-engineer the project or make it needlessly complicated. Databases and the application of technology are meant to simplify asset management, not make it more difficult.

Service and quality are paramount to success – the right blend of technically correct data, condition rating, and reporting will provide the agency with a long-term, stable solution. Providing effective and reliable service to the client remains our top priority.

Local understanding and communication is key – it is important that all stakeholders understand the impacts of their decision, and have the system outputs react accordingly. We excel in making ourselves readily available.



IMS Infrastructure Management Services

Data Collection, Software, and Analysis

The core functions of the IMS business model include: objective data collection, software configuration, and comprehensive analysis of results.

Specialized Focus

IMS has nearly 30 years of experience dedicated **specifically** to pavement and asset management solutions, providing the client an unrivalled range of expertise and service.

No Boundaries

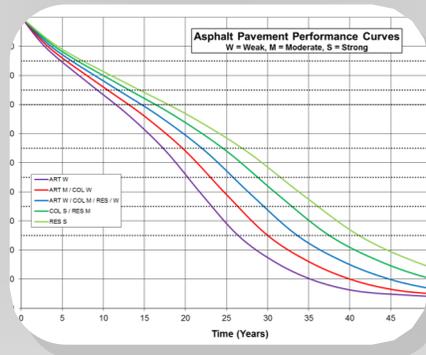
With clients ranging from Florida to British Columbia, and nearly everywhere in between, IMS excels at offering top class services to all clients, regardless of location.

Quality Assurance

Ensuring consistent quality of pavement condition data is just as important as collecting the data. Each step in the data collection process has been designed to require the data to pass a certain standard or validation before moving on to the next stage, or be returned to the source for correction.

Tailored Customer Service

Not all municipal agencies are the same, nor can they implement identical solutions. IMS excels at tailoring solutions for each agency. Instead of being a discrete consultant, IMS strives to become an extension of the agency's staff. We work together to create a custom solution.



Objective Data Collection

- Laser Based Crack Quantification
- Right-of-Way Asset Inventories
- Crossfall, Grade, & Radius of Curvature
- Dynaflect & FWD Subgrade Testing
- Remaining Life Surveys
- Automated Roughness Data
- Rutting Measurements
- Road Limit & Haul Damage
- GASB 34 Surveys
- Sign Retro-Reflectivity Surveys
- Multi-View Digital Video
- GPS Coordinate & Inertial Navigation
- ADA Compliance

Custom Software Solutions

- 3rd Party Software Integration
- Pavement Inventory
- Pavement Analysis
- Right-of-Way Asset Management
- Right-of-Way Asset Extraction
- Image Viewer
- Implementation & Training
- GIS Integration

Detailed Analysis and Reports

- Budget Scenarios
- Detailed Pavement Condition Analysis
- Maintenance & Rehabilitation Reports
- Right-of-Way Asset Planning
- Acceptance Testing
- Project-Level Testing and Overlay Design
- Subgrade Analysis
- Operating Parameter Development

IMS Infrastructure Management Services

Laser Road Surface Tester

The core services of IMS is based around the platform of the Laser Road Surface Tester or Laser RST. The semi-automated, objective approach to pavement and right-of-way asset data collection allows a safe work environment for the data collectors, and will not impede traffic.

The following list describes the principal data collection and processing equipment on-board the Laser RST for most pavement management assignments.

Laser Camera Array

11 laser sensors that objectively quantify pavement cracking, texture, rutting, roughness, cross fall, crown, grade, and radius of curvature. The lasers collect data in a severity and extent format that integrates seamlessly with ASTM standards.

Distance Measuring Instruments

Dual DMI pulse transducers that accurately collect and report vehicle distance and speed. The distance data is integrated with the inventory, GPS data flow, and time code.

GPS Acquisition

GPS technology is coupled with inertial navigation to enhance the acquisition of accurate longitude and latitude coordinates. Municipal agencies are becoming GIS centric and thus all data must be georeferenced for plotting in a GIS environment.



Digital Cameras

The Laser RST can be mounted with up to 5 digital cameras depending on each project's unique requirements. Images are largely used for: distress data validation, virtual drive deliverables, and right-of-way asset inventory development.

Digital Condition Rating System (DCRS)

The touch-screen event board allows IMS to collect a wide range of data from pavement distresses to the validation of pavement attributes. The touch-screen event board can be configured in any manner we desire and conforms to the ASTM D6433 severity and extent data collection protocols.

Subsurface Analysis - Deflection Testing

Subsurface distress investigations are a valuable tool to assess the sub grade condition of a roadway. A handful of pavement management applications can be calibrated to accept this data and relate it to existing R-values and traffic loadings. IMS can ensure the structural condition of each roadway is included as a weighted index in the calculation of a final condition score.

Testing would be performed at least once per pass in every street segment or in accordance with local testing procedures. Arterial and collector testing will be completed at least once in each direction in every street segment (500' – 600' interval) along the outside lanes of the roadway. Testing shall be altered to an inside lane when it appears to be in a worse condition than the outside lane of the segment based on site observations. If local roadways are to be tested, they are completed in a single direction only. IMS will record the readings of all 8 geophones for transfer into the pavement management program. These readings will be used to determine the pavement strength, load transfer capabilities, and identify properties of the base and sub-grade.



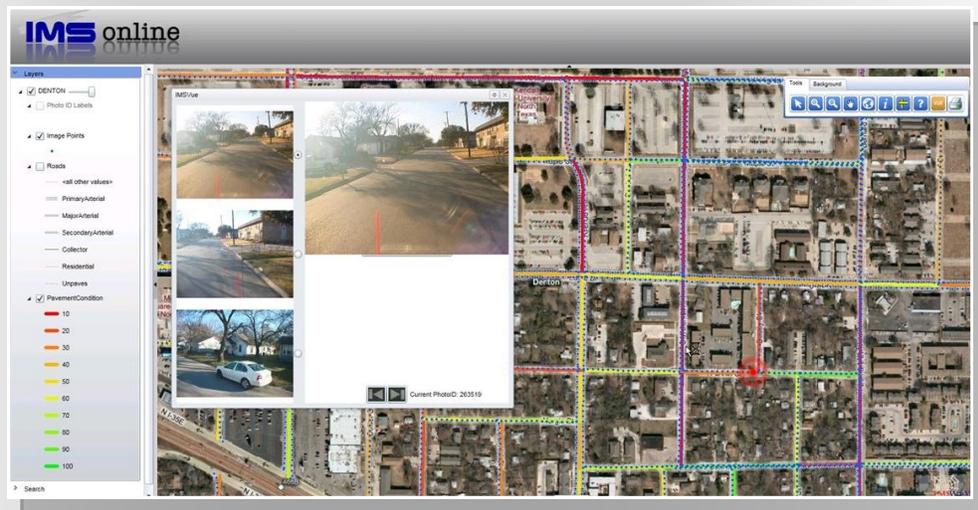
IMS Infrastructure Management Services

GIS Integration and Image Viewing

The role of GIS in pavement management cannot be overstated. It is a powerful tool that provides the ability to handle & present vast amounts of data in an efficient manner.

IMS is an experienced integrator of pavement management information and software with mapping and GIS programs such as ESRI's ARC/INFO® and Intergraph's Microstation MapInfo Products. IMS is an ESRI certified ARC/INFO® Application Developer and Business Partner.

The Laser RST incorporates inertial navigation based GPS and high resolution digital video. The cameras can be oriented to collect right of way panorama, sign views, ditch views and pavement views. Downward, dual forward, shoulder and rearward view images can be collected at client specified distances (i.e. 10', 25' 50').



IMSvue - Browser Based Viewing Tool

IMSvue is a browser based GIS image and data viewing tool based in Microsoft Silver light but also leverages the ESRI Silverlight API. It is compatible with Microsoft Internet Explorer 7 and therefore will run in multiple versions of Windows. This solution can be hosted on an Intranet provided the Agency has a web server, or alternatively, IMS can host it as well.

Users dictate how they want to view collected images from the RST vehicle. Options include a map tip where the image is displayed when the User hovers over the point. Users can also view the pictures on the data attribute window. In the second case, Users can view a video of the RST trace at the selected location.

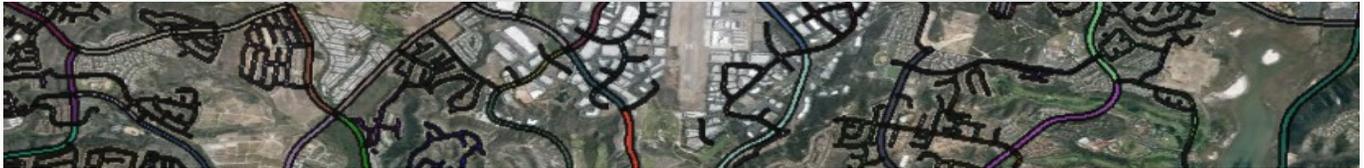
All options are configured externally using an XML file and can be changed by the end User as desired. IMSvue can use standard Google or Bing background street and aerial maps. If the User has an ESRI ArcServer, customized maps can be created.

IMS Infrastructure Management Services

Pavement and Asset Management Software

With over 30 years of experience with software implementations & consulting services, IMS can assist your agency in the selection of the most appropriate solution that will meet the needs of the engineers & end-users, the council members, and the citizens.

IMS can provide full evaluation and implementation services including; system selection, network definition, data requirements & gap analyses, system training, M&R decision tree development, pavement modeling, system engineering & on-site training, budgets, and yearly M&R program development.

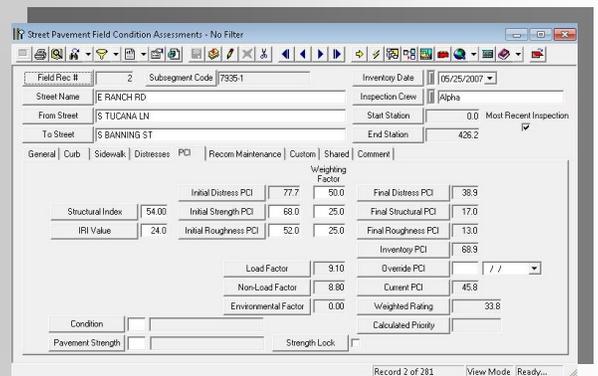


What is the benefit of Pavement Management Software?

The purpose of such a program is to inventory, analyze, and report on the condition data loaded into the application. A solid pavement management program can allow you to perform simple functions such as street look-ups and attribute identification all the way to performing a cost benefit analysis.

The Benefits of Software Analysis Tools

- Street Ownership and Inventory/Attribute Report
- Present Condition Ranking (Each Street and Network-Wide)
- Budget Analyses (Multiple Scenarios)
- Integration of Capital Projects and Master Plans
- Multi-Year Rehabilitation and Prioritized Paving Plans
- Set Points & Unit Rates & Performance Curves
- Rehabilitation Strategies & Cost-Benefit Optimization Analyses



Engineered Systems

- PavePRO
- RoadMatrix
- Deighton

These are the applications that are dedicated to pavement management. They have the highest level of optimization and present the best program based on funding and constraints. Unlike enterprise applications, they tend to be stand-alone.



Enterprise Modules

- Lucity
- Cartegraph
- Hansen

Typically these are software applications that cater to multiple divisions within an agency, such as, streets, sewers, & parks. They are generally well coded, integrate with GIS easily, and are very flexible. They typically require some configuration to work well.



Public Domain

- MTC StreetSaver
- APWA MicroPAVER
- PASER

Generally these applications are very affordable, and are easy to setup and maintain. They tend to be best suited for a one-size-fits-all approach.