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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

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**August 20, 2013**

**COUNCIL AGENDA**

**7:00 PM**

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES – August 6, 2013**

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) CONSENT AGENDA - No Items**

**I) REPORTS AND PRESENTATIONS**

- 1. Diana Wheeler** Community Development Activity Report

**J) NEW BUSINESS**

- 1. R2013-08-16** A Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia transmitting the 2033 Comprehensive Plan to the Atlanta Regional Commission and Georgia Department of Community Affairs for official review.
- 2. Action Item** Consideration of authorizing the Mayor to execute an agreement with Gwinnett County for use of inmate labor for maintenance work within the public right-of-way.

**K) EXECUTIVE SESSION**

**L) ADJOURNMENT**

**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING**  
**August 6, 2013, @ 7:00PM**

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

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	James Lowe – Post 2 - Absent
Council Member	Alex Wright – Post 3 - Absent
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Attorney	Don Henderson
City Manager	Julian Jackson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler

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

**MAYOR’S OPENING COMMENTS:** Mayor Mason recognized Boy Scouts from Troup 650.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE JULY 16, 2013 COUNCIL MEETING.**

**By: Council Member Aulbach**

**Seconded by: Council Member Christopher**

**Vote: (5-0) (Aulbach, Christopher, Mason, Sadd, Gratwick)**

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change in the agenda.

**PUBLIC COMMENT:** There was no public comment.

**REPORTS and PRESENTATIONS:** Dr. Mary Kay Murphy, Gwinnett County Board of Education, District III, presented the results of the School Board's Strategic Plan.

Community Development Director, Diana Wheeler, provided her report on staff activities that occurred during the period of July 22, 2013 – August 2, 2013. These activities included, among other items, meeting with a property broker regarding property rezoning, meeting with representatives of a new restaurant, reviewing and finalizing the draft of the 2033 Comprehensive Plan, and responding to phone calls and e-mails from residents, business people and others.

Director of Planning for Pond & Company, Michele Alexander gave an overview of the 2033 Comprehensive Plan draft.

**NEW BUSINESS:**

**R2013-08-15**

A Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia establishing a tree bank program in conjunction with sec. 5.3.4 of the City of Peachtree Corners buffer, landscape and tree ordinance.

**MOTION TO APPROVE R2013-08-15.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

**Vote: (5-0) (Christopher, Gratwick, Mason, Sadd, Aulbach)**

**ACTION ITEM**

Consideration of an Intergovernmental agreement for use and distribution of proceeds generated by the 2013 special purpose local option Sales tax referendum.

**MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT.**

**By: Council Member Gratwick**

**Seconded by: Council Member Christopher**

**Vote: (5-0) (Gratwick, Christopher, Mason, Sadd, Aulbach)**

**ACTION ITEM**

Consideration of agreement with Waste Pro of Georgia for residential solid waste collection, disposal, and recycling services.

## DRAFT COPY

**MOTION TO APPROVE THE AGREEMENT WITH WASTE PRO OF GEORGIA FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES.**

**By: Council Member Christopher**

**Seconded by: Council Member Aulbach**

**Vote: (5-0) (Christopher, Aulbach, Mason, Sadd, Gratwick)**

### **ACTION ITEM**

Consideration of Alcoholic Beverage License Application for Courtyard by Marriott located at 32509 Holcomb Bridge Road, Peachtree Corners, Georgia, 30092. Applicant is requesting approval for a Retail Package Malt Beverage license.

**MOTION TO APPROVE THE ALCOHOLIC BEVERAGE LICENSE APPLICATION FOR COURTYARD BY MARRIOTT.**

**By: Council Member Aulbach**

**Seconded by: Council Member Gratwick**

**Vote: (5-0) (Aulbach, Gratwick, Mason, Sadd, Christopher)**

### **ACTION ITEM**

Consideration of Alcoholic Beverage License Application for Wal-Mart #3070 located at 5025 Winters Chapel Road, Peachtree Corners, Georgia, 30092. Applicant is requesting approval for a Retail Package Wine and Malt Beverage license.

**MOTION TO APPROVE THE ALCOHOLIC BEVERAGE LICENSE APPLICATION FOR WAL-MART.**

**By: Council Member Sadd**

**Seconded by: Council Member Christopher**

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

**EXECUTIVE SESSION:** There was no Executive Session.

### **ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:58 PM.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

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

Approved,

Attest:

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Mike Mason, Mayor

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Kymberly Chereck, City Clerk

(Seal)



# Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

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The following is a summary of Staff activity during the period of 8/5/13 – 8/16/13.

- A. Meetings with:
  - 1. ZBA applicants concerning variance requests
  - 2. Economic Development group concerning joint community projects
  - 3. Representatives of a prospective new restaurant business
  - 4. Technology Association of GA regarding Techie 5K/10K race through Technology Park on October 5, 2013
- B. Prepared materials for DDA review of respondents.
- C. Prepared materials related to 2033 Comprehensive Plan
- D. Coordinated with Gwinnett Corrections Department concerning R-O-W maintenance IGA
- E. Prepared Political Sign information
- F. Responded to phone calls and e-mails from residents, business people, and others

**Processed the following permit applications:**

- |     |           |                           |                                 |                          |
|-----|-----------|---------------------------|---------------------------------|--------------------------|
| 1.  | 8/5/2013  | BOJANGLES RESTAURANT      | 7140 JIMMY CARTER BLVD          | NEW CONSTRUCTION         |
| 2.  | 8/6/2013  | DENTAL COSMETIC SOL.,P.C. | 6460 SPALDING DRIVE             | CERTIFICATE OF OCCUPANCY |
| 3.  | 8/6/2013  | LOYA INSURANCE            | 6405 SPALDING DRIVE             | CERTIFICATE OF OCCUPANCY |
| 4.  | 8/6/2013  | LMI ELECTRICAL            | 6200 THE CORNERS PKWY           | ELECTRICAL               |
| 5.  | 8/6/2013  | LEE'S SIGNS               | 6405 SPALDING DRIVE             | PERMANENT SIGN           |
| 6.  | 8/7/2013  | GMC ENT. & RENOVATIONS    | 6649 PEACHTREE IND BL. STE I    | INTERIOR FINISH          |
| 7.  | 8/7/2013  | ALTAIR SIGN & LIGHT,INC   | 5305 PEACHTREE IND BLVD         | PERMANENT SIGN           |
| 8.  | 8/7/2013  | PEACHTREE SERVICE EXPERT  | 4224 THAMESGATE CLOSE           | HVAC                     |
| 9.  | 8/7/2013  | J AND O FITNESS           | 5260 PEACHTREE IND BLVD STE 800 | CERT. OF OCC.            |
| 10. | 8/8/2013  | ALFRED HARLIN ELECTRIC    | 5653 CREESIDE DRIVE             | ELECTRICAL               |
| 11. | 8/9/2013  | SALVATION DELIVER. CHURCH | 3250 PEACHTREE CORN. CIR.       | TEMPORARY SIGN           |
| 12. | 8/9/2013  | AMERICAN TOWER CORP.      | 3380 HOLCOM BRIDGE ROAD         | CELL SITE                |
| 13. | 8/12/2013 | SOFTCHOICE                | 680 ENGINEERING DRIVE           | PARTIAL DEMO             |
| 14. | 8/12/2013 | JOSE'S ELECTRIC           | 5285 BLUE YARROW DRIVE          | ELECTRIC                 |
| 15. | 8/12/2013 | UNITED AIR TEMP           | 5321 EDGERTON DRIVE             | HVAC                     |
| 16. | 8/12/2013 | J CHAMBERLAIN ELECTRIC    | 3266 CHAPPELL LN                | ELECTRIC                 |
| 17. | 8/12/2013 | SIGN-A-RAMA               | 5250 PEACHTREE PARKWAY          | SIGN PERMIT              |
| 18. | 8/12/2013 | M & P SHOPPING CENTER     | 5025 WINTERS CHAPEL RD          | PERMANENT SIGN           |

19.	8/12/2013	ATMET AMERICA,INC	4975 AVALON RIDGE PKWY.	CERT. OF OCCUPANCY
20.	8/13/2013	T K ELECTRIC	5025 WINTERS CHAPEL RD	ELECTRICAL
21.	8/14/2013	GEORGIA DELTA MECHANICAL	3903 CRAB ORCHARD LANE	PLUMBING
22.	8/14/2013	GEORGIA DELTA MECHANICAL	6200 INDIAN RIVER DRIVE	PLUMBING
23.	8/14/2013	M W HUFF	3847 MORAN WAY UNIT A, 4-PLEX	PLUMBING
24.	8/14/2013	M W HUFF	3847 MORAN WAY UNIT B, 4-PLEX	PLUMBING
25.	8/14/2013	M W HUFF	3847 MORAN WAY UNIT C, 4-PLEX	PLUMBING
26.	8/14/2013	M W HUFF	3847 MORAN WAY UNIT D, 4-PLEX	PLUMBING
27.	8/14/2013	WARREN HANKS CONST. CO.	3500 PARKWAY LANE STE 700	INTERIOR FINISH
28.	8/14/2013	LOST MOUNTAIN ELECT.	5305 PEACHTREE IND BLVD	ELECTRICAL/SIGN
29.	8/14/2013	LOST MOUNTAIN ELECT.	5305 PEACHTREE IND BLVD	ELECTRICAL
30.	8/15/2013	JAZZERCISE PEACHTREE CRNS	3400 HOLCOMB BRIDGE RD	TEMPORARY SIGN
31.	8/15/2013	BROWNING ELECTRICAL SERV.	3847 MORAN WAY UNIT A, 4-PLEX	ELECTRICAL
32.	8/15/2013	BROWNING ELECTRICAL SERV.	3847 MORAN WAY UNIT B, 4-PLEX	ELECTRICAL
33.	8/15/2013	BROWNING ELECTRICAL SERV.	3847 MORAN WAY UNIT C, 4-PLEX	ELECTRICAL
34.	8/15/2013	BROWNING ELECTRICAL SERV.	3847 MORAN WAY UNIT D, 4-PLEX	ELECTRICAL
35.	8/15/2013	TELECOM. CONTR.,CO., INC	3355 MEDLOCK BRIDGE RD	MONOPOLE/BASE
36.	8/15/2013	W K CULPEPPER CONST. CO.	3265 SATURN CT BLDG A	INTERIOR FINISH

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA TRANSMITTING THE 2033 COMPREHENSIVE PLAN TO THE ATLANTA REGIONAL COMMISSION AND GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS FOR OFFICIAL REVIEW.**

**WHEREAS, after thorough analysis and extensive public participation, the City of Peachtree Corners has completed the draft of its first Comprehensive Plan; and**

**WHEREAS, this Comprehensive Plan document was prepared in accordance with the Rules of the Georgia Department of Community Affairs Chapter 110-12-1, Minimum Standards and Procedures for Local Comprehensive Planning, effective January 1, 2013; and**

**WHEREAS, the required transmittal public hearing was properly advertised and held on August 20, 2013;**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, that the 2033 Comprehensive Plan is hereby transmitted to the Atlanta Regional Commission and the Georgia Department of Community Affairs for official review.**

**SO RESOLVED AND EFFECTIVE, this the 20th day of August, 2013.**

Approved:

\_\_\_\_\_  
Mike Mason, Mayor

Attest:

\_\_\_\_\_  
Kym Chereck, City Clerk

Seal

STATE OF GEORGIA  
COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is executed this 8<sup>th</sup> day of August, 2013, by and between Gwinnett County, Georgia ("Gwinnett County"), a political subdivision of the State of Georgia, and the City of Peachtree Corners, Georgia ("City"), a municipal corporation.

**WITNESSETH**

WHEREAS, certain public property, buildings, and facilities owned by the City require occasional landscaping, trash pick-up, and painting;

WHEREAS, the City wishes to utilize inmates in the custody of the Gwinnett County Department of Corrections to perform such labor services;

WHEREAS, Gwinnett County is willing to make available inmate work crews to perform certain labor services on public property and to public facilities and buildings for a sum equal to its cost of providing the work crew, appropriate security, and equipment;

WHEREAS, O.C.G.A. § 42-5-60 authorizes Gwinnett County and the City to contract for and receive the services of inmate work crews;

WHEREAS, Gwinnett County and the City agree that the use of inmate work crews to perform general maintenance and repair on public property owned by the City will benefit the citizens of both jurisdictions;

WHEREAS, the Gwinnett County Board of Commissioners has lawfully delegated the authority to enter into this Agreement to the Warden of the Gwinnett County Department of Corrections;

NOW, THEREFORE, in consideration of Gwinnett County's agreement to provide inmate work crews to the City for the purpose of general maintenance and repair, the parties agree as follows:

1. Gwinnett County shall make available to the City an inmate work crew, generally consisting of eight (8) to ten (10) inmates. The crew shall be made available to the City on a daily basis not to exceed seven (7) working hours per day.

2. The inmate crew shall consist of inmates in the custody of the Gwinnett County Department of Corrections, one (1) armed correctional officer, a fully equipped transport vehicle, and a landscape trailer equipped for commercial mowing and/or litter pickup. All other materials and equipment as may be necessary for the particular assignment shall be the responsibility of the City and shall be provided solely at the City's expense. The City affirms that all materials and equipment it may separately provide under this Agreement for use by the inmate work crew shall be in good working order and all safety equipment and devices shall be free of defect.

3. The City shall pay to Gwinnett County a flat fee of three hundred and ten dollars (\$310.00) per actual worked day as reimbursement for all salaries, costs, and expenses necessarily incurred by Gwinnett County to provide the crew, correctional officer, and equipment/materials.

4. The inmate crew shall perform services which may include landscaping, trash/litter pickup, painting and graffiti removal on public property and to public facilities **only**. Under no circumstances shall the inmates be assigned to perform any labor or service to or on behalf of any private property, private entity, or private facility.

5. Gwinnett County reserves the absolute right to decline to provide an inmate work crew in the event that: a) such manpower is necessary to perform county work,

which shall always be a priority; b) the assignment is contrary to Georgia law or outside of the scope of this Agreement; c) the assignment may pose an unacceptable risk of harm to inmates or Gwinnett County personnel; d) the assignment poses unacceptable risk of escape; or e) for any other reason as determined by the Warden of the Gwinnett County Department of Corrections.

6. All equipment and materials provided by Gwinnett County shall be operated only by the inmate crew and/or Gwinnett County personnel.

7. The term of this Agreement shall be one (1) year from the date first appearing hereon. Unless otherwise terminated, it shall automatically renew annually not to exceed five (5) renewal periods.

8. This Agreement shall not be modified verbally, but any modifications of the terms of this Agreement shall be in writing and signed by the duly authorized representatives of each party hereto.

9. The City shall not assign or subcontract, in whole or in part, its rights or obligations pursuant to this Agreement.

10. The City shall to the fullest extent provided by law, and at its sole cost and expense: indemnify; defend; satisfy all judgments; and hold harmless Gwinnett County, its agents, officers, and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the City's exercise of authority granted herein; whether such injury is caused in whole or in part by a person indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described herein nor shall any provision of this Agreement operate

to waive the defenses of sovereign, governmental, discretionary act, or official immunity available to any party or person described herein.

11. This Agreement may be terminated by either party for any reason at any time. Such termination shall be in writing and may be delivered personally, by facsimile transmission, or by United States mail.

In witness whereof, the parties hereby execute this Agreement on the date first above written.

ATTEST:

GWINNETT COUNTY, GEORGIA

\_\_\_\_\_  
Darrell Johnson, Interim Warden  
Gwinnett County Department of Corrections

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott J. Fuller  
Sr. Assistant County Attorney

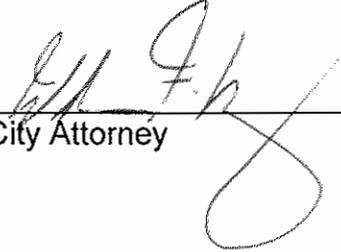
ATTEST:

CITY OF     Peachtree Corners    , GEORGIA

\_\_\_\_\_  
City Clerk  
(Seal)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney