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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member  
Eric Christ – 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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November 15, 2016

### 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** – October 18, 2016 and November 5, 2016.

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) PRESENTATIONS AND REPORTS**

1. **Mayor Mason** Proclamation for Julian Jackson
2. **Diana Wheeler** Staff Activity Report
3. **Greg Ramsey** Staff Activity Report

**I) OLD BUSINESS**

1. **O2016-09-80** Second Read and Consideration of an Ordinance to prohibit hunting and celebratory gun fire within the City of Peachtree Corners. (*Motion needed to remove from table, public discussion to follow.*)  
**Bill Riley**

**J) NEW BUSINESS**

1. **Action Item** Consideration of approving bond financing terms for the Town Center pursuant to O2015-09-55, authorization for bond financing.  
**Peter Floyd**

2. **Action Item**  
**Diana Wheeler** Consideration of awarding a contract for the development of an Innovation Hub Master Plan.
3. **Action Item**  
**Diana Wheeler** Consideration of extending the scope of Phase 1 of the Multi-Use Trail design contract.
4. **R2016-11-67**  
**Brandon Branham** Consideration of approval a resolution to adopt the revised emergency operations plan for Gwinnett County and its Municipalities.
5. **Action Item**  
**Kym Chereck** Consideration of approval of the 2017 meeting calendar.
6. **O2016-11-82**  
**Diana Wheeler** First Reading and Consideration of PH2016-007, Vending and Lockers, to amend the City of Peachtree Corners Zoning Resolution in order to regulate outdoor vending and storage lockers. (Second Read and Public Hearing December 20, 2016)
7. **O2016-11-81**  
**Diana Wheeler** First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2016-005 / SUP2016-004, Aztec Stone. rezoning from M-1, Light Industry, to C-2, Commercial, and approving a Special Use Permit on 2.29 acres to allow outdoor storage in order to accommodate the expansion of a stone yard at 5055 and 5039 Buford Hwy., in Dist. 6, Land Lot 257, Parcels 025 and 027, Peachtree Corners, GA. (Second Read and Public Hearing December 20, 2016)
8. **R2016-11-66**  
**Diana Wheeler** Consideration of a Resolution to amend the sale contract for the Town Center property. (to be considered after executive session)

#### **K) WORK SESSION**

1. **Michael Powell** Update on the City of Peachtree Corners website.
2. **Greg Ramsey** Spalding Drive transportation project
3. **Greg Ramsey** Update on Street Lighting Program
4. **Brandon Branham** Update on Sophicity IT contract
5. **Brandon Branham** Update on public safety incentives

#### **L) EXECUTIVE SESSION**

#### **M) ADJOURNMENT**

**Meeting Minutes**  
**October 18, 2016**



**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING MINUTES**  
**OCTOBER 18, 2016 @ 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. An audible copy of the meeting is available from the City Clerk's office. The following were in attendance:

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

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

**MAYOR'S OPENING REMARKS:** Mayor Mason reminded the public that this year's Christmas Parade will take place on Saturday, November 26, 2016, from 4:00 PM to 9:00 PM, and will be presented by the Peachtree Corners Festival Committee.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE SEPTEMBER 20, 2016 COUNCIL MEETING.**

**By: Council Member Christopher**  
**Seconded by: Council Member Gratwick**  
**Vote: (7-0) (Christopher, Gratwick, Mason, Sadd, Christ, Wright, Aulbach)**

**CONSIDERATION OF MEETING AGENDA:**

**MOTION TO REQUEST A CHANGE TO THE MEETING AGENDA TO TABLE 02016-09-80.**

**By: Council Member Sadd**  
**Seconded: Council Member Gratwick**  
**Vote: (7-0) (Sadd, Gratwick, Mason, Christ, Wright, Christopher, Aulbach)**

**PUBLIC COMMENT:** Carson Saville, Gary Johnson, Drew Carroll, Lee Ellis, Charlie Killmaster, Luke Crawford, Robert Armstrong and David Brazell all spoke in opposition to O2016-09-80, the Ordinance to prohibit hunting and celebratory gun fire within the City of Peachtree Corners. Gregory Smith spoke in favor of O2016-09-80. Janet Hartman, Gary Johnson and Lisa Grogan spoke in opposition to O2016-09-79, the Solid Waste Ordinance.

**PRESENTATIONS AND REPORTS:**

**Staff Activity Report – Community Development**

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of September 26, 2016 – October 14, 2016. These activities included, among other items, meetings with the Arts Council to interview consultants, meeting with GDOT to review the application for the grant funded trial study, meeting with the Forum representatives to review the Forum side of the trial, and meeting with Animal Shelter representatives who are looking for a suitable property within Peachtree Corners.

**Staff Activity Report – Public Works**

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with October 7, 2016. These activities included, among other items, meetings concerning the Trail Project, a Town Hall meeting with Avocet, meeting with Johns Creek concerning the 141 Corridor Project, and website meetings pertaining to updating the Public Works portion of the City's website.

**CONSENT AGENDA:**

**APH 2016-08-039**

Consideration of Approval of Alcoholic Beverage License Application for Giant Meteor, LLC dba The Double Eagle at 5005 Peachtree Parkway, Suite 810, Peachtree Corners, GA 30092. Applicant Adam Conner is applying for Consumption on Premise Beer, Wine & Distilled Spirits License.

**MOTION TO APPROVE APH 2016-08-039.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

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

**APH 2016-08-040**

Consideration of Approval of Alcoholic Beverage License Application for Optimum Horizons, LLC dba Kool Runnings Restaurant, 5450 Peachtree Parkway, Suite 8-D, Peachtree Corners, GA 30092. Applicant Marcia Noellie Reid is applying for Consumption on Premise Beer, Wine & Distilled Spirits License.

**MOTION TO APPROVE APH 2016-08-040.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

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

**OLD BUSINESS:**

**O2016-09-78**

Second Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2016-004 Medlock Bridge Townhomes, request to rezone property from R-100, Single Family Residence and C-2, Commercial, to R-TH and approve associated variances in order to develop a 34-lot townhouse subdivision on 4.36 acres located at 3534 and 3544 Medlock Bridge Road in Land Lot 286, 6th District, Gwinnett County, Georgia.

Mrs. Diana Wheeler, Community Development Director, presented the case to the Commission. Mrs. Wheeler provided background information regarding the applicant's request. The applicant is requesting to rezone two parcels that total

## DRAFT COPY

4.36 acres for the development of a 34-lot townhome development at a density of 7.8 units/acre. While both properties were previously developed as single-family residential lots, 3544 Medlock Bridge Road is currently used by CC Waters Wrecker Services. Photographs depicting the site were presented to the Commission.

After review of the application, staff recommended that the rezoning be approved subject 13 conditions, which were available in the Council Packets.

Mr. Charles Patterson of Patterson Engineering and Mr. Robert Miller with the Miller Group represented the applicant, and were present at the Council meeting.

Mayor Mason opened the floor for public comment. Ms. Lisa Grogin expressed concern with exiting her neighborhood (Coventry) left onto Medlock Bridge Road conflicting with people exiting the proposed subdivision. Ms. Darialyn Robinson expressed concern the applicant removing mature trees which would provide screening from the proposed townhomes, and also with the drainage into her neighborhood.

A motion was made after discussion concerning traffic, the undisturbed buffer and providing fencing around the property to screen the building process. The conditions listed below are the revised and approved conditions.

1. The site shall be limited to 34 single-family townhomes with a minimum heated floor area of 2,100 square feet.
2. The property shall be developed in general conformance with the concept plan prepared by Patterson Engineering Company dated June 28, 2016, and submitted with this application with revisions to meet these conditions. Final site plan shall be submitted with the Land Disturbance Permit application and shall meet the requirements of all city codes and ordinances except as noted herein.
3. That the side yard setback is reduced to 25-feet on the north (side) property line, 25-feet on the easternmost portion of the south (side) property line, and to 20-feet on the westernmost portion of the south (side) property line.
4. Building elevations shall be submitted to the Community Development Director for review and approval.
5. The green space in the center of the development shall be used and maintained as landscaped, common, open space with at least one amenity feature provided such as a shade structure with seating or a fire pit. An amenity area plan, that includes a landscape **plan (and any future changes to the plan)**, is required to be submitted and shall be subject to the review and approval of the Community Development Director.

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6. Development shall include no more than one (1) full-access driveway on Medlock Bridge Road.
7. Exterior to the site, sidewalks shall be provided along Medlock Bridge Rd. contiguous to the front of the property. Internal to the site, sidewalks shall only be provided along the perimeter of both landscape medians.
8. A 50-foot wide landscaped strip shall be provided along the Medlock Bridge Road frontage. **Landscape plans shall be approved by the Community Development Director.**
9. Interior street names shall relate to Peachtree Corners history or culture and shall be approved by Staff.
10. Interior streets shall be private and maintained by the Homeowners Association.
11. To the extent possible, the existing trees in the buffers shall be preserved by the developer and enhanced with additional trees where buffers are sparse (northern property line adjacent to Lockmed Dr.) **Landscape plan to be approved by the Community Development Director.** (Future homeowners may modify the landscaping in the buffer within their own property.) **A 6 foot high wooden opaque fence shall be constructed around the perimeter of the property, not except along the Medlock Bridge frontage, but around the rest of the property, at the start of construction. The Community Development Director will approve future changes.**
12. The existing specimen pine tree along Medlock Bridge Rd. shall be preserved and incorporated into the plan.
13. Every effort shall be made to preserve existing specimen trees whose locations coincide with the planned green space.

### **MOTION TO APPROVE O2016-09-78 WITH CONDITIONS AS STATED ABOVE.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

**Vote: (6-1) (Gratwick, Christopher, Mason, Sadd, Christ, Aulbach)  
(Wright opposed)**

(For a copy of the approved Ordinance, please see attachment A)

### **O2016-09-79**

Second Read and Consideration of an Ordinance to amend Chapter 90 ("Solid Waste") of the Code of the City of Peachtree Corners, Georgia, in order to provide for the time limit of carts at the street side.

Brandon Branham, Finance Director, informed the Mayor and Council of the changes to the Ordinance which were presented in the Council packet. Mr. Branham recommended adding verbiage to the Ordinance permitting the garbage cart to be located at the side of the house, screened.

Mayor Mason opened the floor for public comment. Ms. Mim Harris stated that she is opposed to the Ordinance and recommended that the garbage cart be able to be placed at the front of the house.

A motion was made after discussion permitting the cart to also be able to be stored in the side yard or front of the house on a concrete surfaces as close to the home as possible.

**MOTION TO APPROVE O2016-09-79 WITH THE ADDITIONAL VERBIAGE TO PERMIT THE CART TO BE STORED IN THE SIDE YARD OR FRONT OF THE HOUSE ON A CONCRETE SURFACE AS CLOSE TO THE HOME AS POSSIBLE.**

**By: Council Member Sadd**

**Seconded: Council Member Christ**

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

(For a copy of the approved Ordinance, please see attachment B)

**O2016-09-80**

Second Read and Consideration of an Ordinance to prohibit hunting and celebratory gun fire within the City of Peachtree Corners.

**This item was Tabled during the consideration of meeting agenda.**

**NEW BUSINESS:**

**ACTION ITEM**

Consideration of a construction contract with E.R. Snell, Inc. for the intersection improvements at Holcomb Bridge Road and Jimmy Carter Blvd. (Joint SPLOST project)

Greg Ramsey, Public Works Director, informed the Mayor and Council that Capital Improvement Project 15.03 is an intersection improvement at Holcomb Bridge Road and Jimmy Carter Blvd. A diagram was presented in the Council Packet depicting the proposed improvements. As discussed by the consultant at the September 2016 Council Meeting, the construction bids submitted following the invitation to Bid exceeded their estimates. Mr. Ramsey recommended approval of an authorization for the Mayor and City Attorney to enter into a Construction Contract with ER Snell, Inc. for an amount not to exceed \$988,653.00.

**MOTION TO AUTHORIZE THE MAYOR AND CITY ATTORNEY TO ENTER INTO A CONSTRUCTION CONTRACT WITH ER SNELL, INC. FOR AN AMOUNT NOT TO EXCEED \$988,653.00.**

**By: Council Member Gratwick**  
**Seconded: Council Member Wright**  
**Vote: (7-0) Gratwick, Wright, Mason, Sadd, Christ, Aulbach,**  
**Christopher)**

**ACTION ITEM**

Consideration of awarding a contract for the development of an Arts and Cultural Master Plan.

Diana Wheeler, Community Development Director, informed the Mayor and Council that the Arts Council reviewed five proposals in response to the City's request for a consultant's help in preparing an Arts and Culture Master Plan for the City. After considering the teams' qualifications, approach, experience, and proposed fee, the Arts Council recommended that The Sizemore Group be awarded the Arts and Cultural Master Plan project. This consultant was also the low bidder with a project fee of \$58,500.

**MOTION TO AWARD THE ARTS AND CULTURAL MASTER PLAN PROJECT TO THE SIZEMORE GROUP FOR AN AMOUNT NOT TO EXCEED \$58,500 AND AUTHORIZE THE MAYOR TO SIGN THE CONTRACT DOCUMENTS.**

**By: Council Member Christ**  
**Seconded: Council Member Christopher**  
**Vote: (7-0) (Christ, Christopher, Mason, Sadd, Wright, Aulbach,**  
**Gratwick)**

**ACTION ITEM**

Consideration of an agreement with GDOT to implement a grant awarded by the ARC to perform studies related to the Multi-Use Trail System pursuant to R2015-03-39.

Diana Wheeler, Community Development Director, reminded the Mayor and Council of Resolution 2015-03-39 which authorized an application to the ARC for federal grant monies to help with the design and construction of the Multi-Use Trail. The City's grant application was subsequently approved and ARC awarded Peachtree Corners \$120,000 (\$150,000 total when combined with the City's 20% match). The money will be used to conduct a 'limited scope study' (environmental impact assessment, historical resources, etc.) that is required in order to apply for and obtain federal funds to use for trail design and construction. The next step in the study process is the approval of the Project Framework Agreement (PFA) with GDOT which will authorize the expenditures of the \$120,000 in federal funds along with \$30,000 in City funds. Staff is coordinating with one of

their GDOT Certified On-Call Consultants to obtain a schedule for the critical path items, including concept development, environmental assessments, design and GDOT's approval and is recommending approval of the Project Framework Agreement with GDOT and authorize the Mayor to sign the documents.

**MOTION TO APPROVE THE PROJECT FRAMEWORK AGREEMENT WITH GDOT AND AUTHORIZE THE MAYOR TO SIGN THE DOCUMENTS APPROVING POND.**

**By: Council Member Christopher**

**Seconded: Council Member Gratwick**

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

**ACTION ITEM**

Consideration of appointment of Brian L. Johnson as City Manager under the terms and conditions set forth in the proposed contract prepared by the City Attorney, effective October 18, 2016.

**MOTION TO ACCEPT THE APPOINTMENT OF BRIAN L. JOHNSON AS CITY MANAGER UNDER SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE PROPOSED CONTRACT PREPARED BY THE CITY ATTORNEY, SUBJECT TO FINAL APPROVAL BY LEGAL.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

**Vote: (6-0-1) (Gratwick, Sadd, Mason, Christ, Wright, Aulbach)  
(Christopher abstained)**

**WORK SESSION:**

**Update on Veterans Monument**

Mr. Bob Ballagh gave a brief update on the Veterans Monument. Mr. Ballagh introduced Mary Gibson, a new member of the Veterans Monument team, who is helping with communications and marketing. Mr. Ballagh stated that the Norcross Blue Devils ROTC are a new sponsor. After a depiction of the monuments, Mr. Ballagh explained that the way everyone can help with the Veterans Monument is to tell your friends about the monument and encourage them to donate. Mr. Ballagh stated that the next veterans event, Vietnam Veterans Era Recognition, will take place on November 2, 2017 from 5:00 PM to 7:00 PM. For additional information on the Veterans Monument please contact [www.ptcvets.net](http://www.ptcvets.net)

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

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 10:05 PM.**

**By: Council Member Wright**

**Seconded by: Council Member Aulbach**

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

Approved,

Attest:

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Mike Mason, Mayor

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Kymberly Chereck, City Clerk  
(Seal)

# **Attachment A**

## **02016-07-78**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2016-004, MEDLOCK BRIDGE TOWNHOMES, REQUEST TO REZONE PROPERTY FROM R-100, SINGLE FAMILY RESIDENCE AND C-2, COMMERCIAL TO R-TH AND APPROVE ASSOCIATED CARIANCES IN ORDER TO DEVELOP A 34-LOT TOWNHOUSE SUBDIVISION ON 4.36 ACRES LOCATED AT 3534 AND 3544 MEDLOCK BRIDGE ROAD IN LAND LOT 286, 6<sup>TH</sup> DISTRICT, PEACHTREE CORNERS, GEORGIA**

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

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on September 20, 2016 and October 18, 2016;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on October 18, 2016 hereby ordain and approve the Zoning Case RZ2016-004 Medlock Bridge Townhomes, for the above referenced property with the following enumerated conditions:

1. The site shall be limited to 34 single-family townhomes with a minimum heated floor area of 2,100 square feet.
2. The property shall be developed in general conformance with the concept plan prepared by Patterson Engineering Company dated June 28, 2016, and submitted with this application with revisions to meet these conditions. Final site plan shall be submitted with the Land Disturbance Permit application and shall meet the requirements of all city codes and ordinances except as noted herein.
3. That the side yard setback is reduced to 25-feet on the north (side) property line, 25-feet on the easternmost portion of the south (side) property line, and to 20-feet on the westernmost portion of the south (side) property line.
4. Building elevations shall be submitted to the Community Development Director for review and approval.
5. The green space in the center of the development shall be used and maintained as landscaped, common, open space with at least one amenity feature provided such as a shade structure with seating or a fire pit. An amenity area plan, that includes a landscape plan (and any future changes to that plan), is required to be submitted and shall be subject to the review and approval of the Community Development Director.
6. Development shall include no more than one (1) full-access driveway on Medlock Bridge Road.
7. Exterior to the site, sidewalks shall be provided along Medlock Bridge Rd. contiguous to the front of the property. Internal to the site, sidewalks shall only be provided along the perimeter of both landscape medians.
8. A 50-foot wide landscaped strip shall be provided along the Medlock Bridge Road frontage. Landscape plans shall be approved by the Community Development Director.

9. Interior street names shall relate to Peachtree Corners history or culture and shall be approved by Staff.
10. Interior streets shall be private and maintained by the Homeowners Association.
11. To the extent possible, the existing trees in the buffers shall be preserved by the developer and enhanced with additional trees where buffers are sparse (northern property line adjacent to Lockmed Dr.) Landscape plan to be approved by the Community Development Director. (Future homeowners may modify the landscaping in the buffer within their own property.) A 6 foot high wooden opaque fence shall be constructed around the perimeter of the property, except along the Medlock Bridge frontage, at the start of construction.
12. The existing specimen pine tree along Medlock Bridge Rd. shall be preserved and incorporated into the plan.
13. Every effort shall be made to preserve existing specimen trees whose locations coincide with the planned green space.

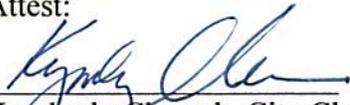
Effective this 18th day of October, 2016.

So Signed and Witnessed

Approved :

this 18<sup>th</sup> day of October, 2016

Attest:

  
\_\_\_\_\_  
Kimberly Chereck, City Clerk

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



**Attachment B**  
**02016-09-79**

**AN ORDINANCE TO AMEND CHAPTER 90 SECTION 09 (“SOLID WASTE”) OF THE  
CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, IN ORDER TO  
PROVIDE FOR THE TIME LIMIT OF CARTS AT THE STREET SIDE.**

**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(b) of the City Charter, the City is charged with exercising the power of solid waste management services; and

**WHEREAS,** the Mayor and Council desire to amend the current solid waste ordinance;

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

**Section 1:**

That Section 90-09, Chapter 90 (Solid Waste) of the Code of Ordinance, City of Peachtree Corners, are hereby amended to read as follows:

**Sec. 90-09. Time limit at street-side and storage of cart.**

The cart shall be placed at street-side no earlier than 3:00 p.m. on the day before the scheduled collection day and the cart shall be removed from street-side no later than 9:00 a.m. on the day after collection. The cart shall then be stored or placed only in the rear yard, side of the house, front of the house on a concrete surface as close to the home as possible or inside enclosed structures where they are not visible from the street. Townhome or Condo units with a common wall or walls bordering the adjacent unit, which are unable to store refuse bins and carts in rear yard or enclosed structure due to lack of exterior access, must store refuse bins and carts as close to the Townhome or Condo unit as possible. Violations of this section shall be reported to the department of community development. Upon receiving a complaint, the department shall investigate such complaint. Any party failing to remove the cart from street-side within the specified time after receiving the notice shall be in violation of this code section.

**Section 2**

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

**Section 3**

It is the intention of the governing body, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code Ordinances, City of Peachtree Corners, Georgia and the sections of this Ordinance may be amended to accomplish such intention.

Effective this 18<sup>th</sup> day of October, 2016.

Approved by:

  
Mike Mason, Mayor

  
Kym Chereck, City Clerk

SEAL



**Meeting Minutes**  
**November 5, 2016**



**CITY OF PEACHTREE CORNERS**  
**COUNCIL RETREAT MINUTES**  
**November 5, 2016, @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Planning Retreat at Lake Lanier Islands Resort, located at 7000 Lanier Islands Parkway, Buford, GA. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	Eric Christ – 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	Brian Johnson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Bill Riley
Public Works Director	Greg Ramsey
Comm. Director	Judy Putnam
Finance Director	Brandon Branham

**WELCOME, OVERVIEW AND INTRODUCTIONS:** The retreat commenced at 8:00 AM. The agenda overview and introductions were led by Mayor Mason.

**EXECUTIVE SESSION:**

**MOTION TO GO INTO EXECUTIVE SESSION FOR A REAL ESTATE MATTER.**

**By: Council Member Sadd**

**Seconded: Council Member Gratwick**

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

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**MOTION TO SUSPEND THE EXECUTIVE SESSION.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**UPDATE ON DDA PROPERTY:** Diana Wheeler, Community Development Director, gave a brief update on the DDA Property.

**MOTION TO COME OUT OF EXECUTIVE SESSION.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**TIME LINE ON SLPOST PROJECT:** Greg Ramsey, Public Works Director, gave a review and timeline on the SLPOST project.

**HOLCOMB BRIDGE ROAD OVERLAY AND CONCEPTS:** Diana Wheeler, Community Development Director, gave an update on the Holcomb Bridge Road Overlay and Concepts.

**UPDATE ON LEASED PROPERTY:** Diana Wheeler, Community Development Director, gave an update on leased property.

**UPDATE ON CAPITAL TRANSPORTATION PROJECTS:** Greg Ramsey, Public Works Director, gave an update on Capital Transportation Projects.

**UPDATE ON THE CAPITAL BUDGET:** Brandon Branham, Finance Director, gave an update on the Capital Budget.

**ADJOURNMENT:** Retreat adjourned at 4:27 PM

Approved,

Attest:

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Mike Mason, Mayor

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Kyemberly Chereck, City Clerk  
(Seal)

**Staff Report**  
**Diana Wheeler**



# Memo

TO: Mayor and Council

FROM: Diana Wheeler, Community Development Director

DATE: October 18, 2016

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 10/24/16 – 11/11/16.

- A. Meetings with:
  1. DDA subcommittee to interview Innovation Hub Master Plan consultants
  2. TPA to discuss trail extension through Tech Park
  3. Pond to discuss process and timeline for Peachtree Corners Cir. Trail design
- B. Received a public hearing application for an adult day care center at 6991 Peachtree Industrial Blvd.
- C. The following permit applications were received:

NAME	ADDRESS	TYPE
SUPERIOR PLUMBING SERVICES, INC	4627 ARMLEY PT	PLUMBING
PIEDMONT URGENT CARE	6063 PEACHTREE PKWY STE 200	TEMPORARY SIGN
THD @ HOME SERVICES	6213 SPALDING DR	REPAIR/REPLACE
COOL AIR MECHANICAL	5320 WYNTREE CT	HVAC
DIXON GROUP SERVICES	4930 AVOCET DR	REMODEL
HOUSWORTH CONSTRUCTION SERVICES	3157 MONARCH PINE DR	RE-ROOF
TRHOWER ELECTRIC INC	5932 NORFOLK CHASE RD	ELECTRICAL
C2 CONSTRUCTION SERVICES	2812 HERRINGTON DR	PLUMBING
FULL CIRCLE RESTORATION	5934 NORFOLK CHASE RD	DEMO
TAP CONSTRUCTION, LLC	3464 KIVETON DR	DECK
DEHART & HILL ELECTRIC, INC	3655 WESTCHASE VILLAGE LN 1-3611J	ELECTRICAL
DEHART & HILL ELECTRIC, INC	3655 WESTCHASE VILLAGE LN 1-3656E	ELECTRICAL
TIMBER RIDGE CONTRACTORS	3655 WESTCHASE VILLAGE LN	PERMANENT SIGN
AUTUMN TRACE HOA INC	AUTUMN TRACE DR	NEW/MAILBOXES
<a href="#">TDH@HOME SERVICES</a>	713 GLENLEAF DR	REMODEL
MITCHELL SUMPTER	5041 GALLATREE LN	REMODEL
NEW SONG RENOVATIONS LLC	655 ENGINEERING DR STE 375	ALTERATION
A1 SIGNS	5051 PEACHTREE CORNES CIR	PERMANENT SIGN
EZ GREEN ELECTRIC SYSTEMS LLC	6185 BUFORD HWY STE D	ELECTRICAL
NORTHWEST SIGNS	6135 PEACHTREE PKWY STE 201	PERMANENT SIGN
NORTHWEST SIGNS	6135 PEACHTREE PKWY STE 301	PERMANENT SIGN
BENCO CONSTRUCTION INC	4535 GRAYWOOD TRACE	REPAIR/REPLACE
S.J. MATRANGOS CONSTRUCTION	5830 CLINCHFIELD TRAIL	REMODEL
UNITED ELECTRIC CO., INC	660 ENGINEERING DR	LOW VOLTAGE
HARBIN'S MECHANICAL SERVICES	147 TECHNOLOGY PKWY	HVAC
HARBIN'S MECHANICAL SERVICES	145 TECHNOLOGY PKWY	HVAC
ROMANOOF RENOVATIONS	4651 OUTER BANK DR	REMODEL

NAME	ADDRESS	TYPE	
PP16-1144	FIVE STAR PLUMBING	3655 WESTCHASE VILLAGE LN 1-3611F	PLUMBING
PP16-1145	FIVE STAR PLUMBING	3655 WESTCHASE VILLAGE LN 1-3611J	PLUMBING
PP16-1146	FIVE STAR PLUMBING	3655 WESTCHASE VILLAGE LN 1-3656E	PLUMBING
PP16-1147	POND CONSTRUCTORS, INC	3500 PARKWAY LN STE 500	DEMO
PP16-1148	SIGN PROS	6025 PEACHTREE PKWY STE 7	WALL SIGN
PP16-1149	MASTER HOME REMODELERS INC	3228 WHITTINGTON WAY	REMODEL
PP16-1150	AUTOMATED LIFESTYLES, LLC	4378 RIVERVIEW DR	LOW VOLTAGE
PP16-1151	PEACHTREE RESIDENTIAL	5555 SPALDING DR	MONUMENT
PP16-1152	PEACHTREE REISENTIAL	5555 SPALDING DR	MONUMENT SIGN
PP16-1153	RELIANCE HEATING & AIR	5135 RIVERLAKE DR	HVAC
PP16-1154	WATER SAVERS	5334 FOX HILL DR	PLUMBING
PP16-1155	PEACHTREE RESIDENTIAL PROPERTIES	5555 SPALDING DR	PERMANENT SIGN
PP16-1156	GEORGIA QUALITY ROOFING/G Q LLC	5558 PATRICK CT	RE-ROOF
PP16-1157	SHUMATE MECHANICAL	110 TECHNOLOGY PKWY	HVAC
PP16-1158	NEPTUNE POOLS	4348 RIVERVIEW DR	SWIMMING POOL
PP16-1159	STEFAN MECHANICAL SERVICES INC	3375 HOLCOMB BRIDGE RD STE A	HVAC
PP16-1160	EXPERTS ELECTRICAL CONTRACTORS	5200 MEDLOCK BRIDGE RD	ELECTRICAL
PP16-1161	BYNUM & SONS PLUMBING	3859 MEADOW CREEK DR	PLUMBING
PP16-1162	BYNUM & SONS PLUMBING	5082 BRIDGEPORT LN	PLUMBING
PP16-1163	BYNUM & SONS PLUMBING	5081 COVENTRY PARK CT	PLUMBING
PP16-1164	BYNUM & SONS PLUMBING	5743 PARK CENTRAL AVENUE	PLUMBING
PP16-1165	BYNUM & SONS PLUMBING	3132 SUMAC DR	PLUMBING
PP16-1166	BYNUM & SONS PLUMBING	5255 FOX HILL DR	PLUMBING
PP16-1167	GA PREMIUM ROOFING	6488 PARTON CT	RE-ROOFING

### Code Enforcement Summary – October 2016

New Cases	<u>138</u>	
NOV's issued	<u>69</u>	
Citations issued	<u>48</u>	
Signs Removed from ROW	<u>54</u>	<i>(approximate)</i>
Citizen Complaints	<u>38</u>	
Field Generated Cases:	<u>100</u>	
Cases by Type:		

Residential: 55                      Commercial: 83

#### Violations by Type

Property Maintenance	<u>8</u>	Parking Illegally	<u>14</u>
Trash	<u>18</u>	Open Storage	<u>2</u>
RV/ Non-motor vehicle	<u>1</u>	Illicit Discharge	<u>2</u>
High Grass/Weeds	<u>9</u>	Other (Code Enforcement)	<u>73</u>
Illegal Signs	<u>4</u>	Trees	<u>2</u>
No Business License	<u>1</u>	Swimming Pool	<u>1</u>
No Building Permit	<u>1</u>	Graffiti	<u>2</u>
Other	<u>1</u>		

#### Year-To-Date as of 10/30/2016

2016 Cases	<u>1428</u>
2016 NOV's issued	<u>801</u>
2016 Citations issued	<u>102</u>
2016 Signs Removed from ROW	<u>523</u>
2016 cases closed with court action:	<u>17</u>

**Staff Report**  
**Greg Ramsey**



## MEMO

TO: Mayor & Council  
CC: Julian Jackson, City Manager  
FROM: Greg Ramsey, P.E., Public Works Director  
DATE: November 15, 2016  
SUBJECT: Public Works Activity Report

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The following is a summary of the Public Works Activities in the monthly period ending 11-07-16:

A. Field Services Operations 10-08-09-16 thru 11-07-16

1. # of Work Orders Initiated = 94
2. # of Fix It App submittals for PW = 29
3. # of Field Generated Work Orders = 65
4. # of Work Orders Completed = 71
5. # of Work Orders Referred to Other Departments = 11
6. Please see below for summaries of Work Orders & Fix-It App submittals

B. Capital Improvement Project updates

1. 15.14 Comprehensive Transportation Plan – next Stakeholder Meeting, 11/10/16, final Open House, 11/17/16, project recommendations Work Session 12/20/16
2. 15.06 Peachtree Parkway widening at Peachtree Industrial Blvd, construction scheduled for completion 6/30/17.
3. 15.11 Roundabout on Peachtree Corners Circle – preliminary plans submitted last week, working on Right of Way requirements & Georgia Power is working on lighting plans
4. E. Jones Bridge & Winters Chapel Road Pedestrian Crossings – preparing final construction documents, bidding scheduled for December & January
5. 16.01 Street Resurfacing – completed
6. SR 141 Corridor Study – project kickoff held with Johns Creek 11/1/16

C. Attended the following meetings:

1. GCDOT project funding update, IGA projects, 11-8-16
2. Winters Chapel Road, Multi-use trail update, 11-8-16
3. Quartery Gwinnett Stormwater meeting, 11-3-16
4. Stormwater Infrastructure capital planning with GCDWR, 11-2-16
5. SR 141 Corridor Study Kickoff, 11-1-16
6. Model Water Tower Competition, GAWP, 10-28-16
7. Peachtree Reserve, 10-26-16
8. CTP Recommendations Workshop, 10-24-16
9. Stormwater Workshop, Riverkeeper & ARC (MRPA), 10-20-16
10. Roundabout project meeting, 10-19-16
11. GDOT Program Delivery, 10-18-16
12. SR 141 Corridor Meeting with Johns Creek, 10-12-16

**Work Orders Initiated:**

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002617	10/8/2016	Remove Debris in R.O.W.	Peachtree Industrial Blvd @ Jones Mill	Completed	10/8/2016
16-002618	10/8/2016	Debris in R.O.W.	N Peachtree Industrial Blvd	Completed	10/8/2016
16-002619	10/8/2016	Remove Tree Limbs in R.O.W.	S.R 141	Completed	10/8/2016
16-002620	10/8/2016	Remove Trash in R.O.W.	S.R 141 at Holcomb Bridge Rd	Completed	10/8/2016
16-002621	10/8/2016	Landscape Maintenance in R.O.W.	Medlock Bridge at Bush Rd	Completed	10/8/2016
16-002622	10/8/2016	R.O.W. Landscape Maintenance	S.R 141 at Parkway Lane	Completed	10/8/2016
16-002623	10/8/2016	Landscape R.O.W Maintenance	Peachtree Industrial Blvd	Completed	10/8/2016
16-002624	10/8/2016	Guardrail Maintenance in R.O.W.	N Peachtree Industrial Blvd	Completed	10/8/2016
16-002625	10/8/2016	Landscape R.O.W. Maintenance	N Peachtree Industrial Blvd	Completed	10/8/2016
16-002597	10/10/2016	Catch Basin Damaged	6260 Spalding Dr	Pending	
16-002601	10/10/2016	Sidewalk Repair	5609 Knox Ct	In Progress	
16-002604	10/10/2016	Sidewalk Repair	4008 Kingsley Park Lane	In Progress	
16-002614	10/10/2016	Illegal Sign in R.O.W.	S.R 141 at Spalding Dr	Completed	10/10/2016
16-002615	10/10/2016	Illegal Sign in R.O.W.	Peachtree Corners Circle @ Jones Mill Rd	Completed	10/10/2016
16-002616	10/10/2016	Illegal Sign in R.O.W	Jones Mill Rd @ Buford Hwy	Completed	10/8/2016
16-002638	10/10/2016	Object in R.O.W.	Holcomb Bridge Rd / Spalding Dr	Pending	

Order Number	Scheduled	Description	Address	Status Type	Completion
16-002611	10/13/2016	Sidewalk Repair	Winters Chapel Rd	In Progress	
16-002609	10/13/2016	Trash in R.O.W.	Winters Chapel Rd / S.R 141	Completed	10/14/2016
16-002613	10/13/2016	Installed Sign Toppers	Woodland Rd	Completed	10/20/2016
16-002610	10/14/2016	Curb Repair	Heathwood Dr / Spalding Dr	In Progress	
16-002626	10/14/2016	Repair Sidewalk in R.O.W.	Crooked Creek Rd / Monticello Commons	Completed	10/14/2016
16-002627	10/14/2016	Repair Pothole in R.O.W.	6666 Ridge Moore Dr	Completed	10/14/2016
16-002612	10/17/2016	Damaged Storm Drain	6200 Hallow Trace	Pending	
16-002628	10/17/2016	Installed Banners in R.O.W	Technology Pkwy / S.R 141	Completed	10/17/2016
16-002629	10/17/2016	Remove Trash in R.O.W.	S.R 141 / Holcomb Bridge Rd	Completed	10/17/2016
16-002664	10/17/2016	Trash in R.O.W.	Holcomb Bridge Rd	Completed	10/17/2016
16-002665	10/17/2016	Trash in R.O.W.	Winters Chapel Rd	Completed	10/17/2016
16-002639	10/17/2016	Pothole in R.O.W.	5911 Magnolia Mill Ct	In Progress	
16-002640	10/17/2016	Traffic Signal Out	Peachtree Ind Blvd / South Old Peachtree	Pending	
16-002645	10/18/2016	Landscape Maintenance	147 Technology Pkwy	Completed	10/18/2016
16-002647	10/18/2016	Illegal Signs in R.O.W.	141 @ Spalding Dr	Completed	10/18/2016
16-002648	10/18/2016	Replace City Banners	147 Technology Pkwy	Completed	10/19/2016
16-002666	10/18/2016	Trash in R.O.W	Holcomb Bridge Rd	Completed	10/18/2016
16-002667	10/18/2016	Trash in R.O.W.	Spalding Dr	Completed	10/18/2016

Order Number	Scheduled	Description	Address	Status Type	Completion
16-002633	10/19/2016	Trash in R.O.W.	Apartment Rd	Completed	10/19/2016
16-002634	10/19/2016	Trash in R.O.W.	Holcomb Bridge Rd	Completed	10/19/2016
16-002635	10/19/2016	Trash in R.O.W.	Spalding Dr	Completed	10/19/2016
16-002649	10/19/2016	Replace City Banners	147 Technology Pkwy	Completed	10/19/2016
16-002668	10/19/2016	Trash in R.O.W.	Peachtree Industrial Blvd	Completed	10/19/2016
16-002630	10/20/2016	Trash in R.O.W.	S Peachtree Industrial Blvd	Completed	10/20/2016
16-002631	10/20/2016	Trash in R.O.W.	Peachtree Industrial Blvd	Completed	10/20/2016
16-002632	10/20/2016	Trash in R.O.W.	Holcomb Bridge Rd	Completed	10/20/2016
16-002669	10/20/2016	R.O.W. Landscape Maintenance	S.R 141	Completed	10/20/2016
16-002670	10/20/2016	Trash in R.O.W.	147 Technology Pkwy	Completed	10/20/2016
16-002671	10/20/2016	Trash in R.O.W	Peachtree Corners Circle	Completed	10/20/2016
16-002672	10/21/2016	Trash in R.O.W	Technology Pkwy	Completed	10/21/2016
16-002673	10/21/2016	Maintained Median in R.O.W.	Peachtree Industrial Blvd	Completed	10/21/2016
16-002674	10/21/2016	Median R.O.W Maintenance	Peachtree Industrial Blvd	Completed	10/21/2016
16-002650	10/24/2016	Repair Sidewalk in R.O.W.	4008 Kingsley Park Lane	Completed	10/24/2016
16-002651	10/24/2016	Repair Sidewalk in R.O.W	Coventry Park Lane	Completed	10/24/2016
16-002644	10/25/2016	Deceased Animal in R.O.W.	Everett Ct	Pending	
16-002636	10/25/2016	Trash in R.O.W.	S Peachtree Industrial Blvd	Completed	10/25/2016

Order Number	Scheduled	Description	Address	Status Type	Completion
16-002642	10/25/2016	Trash in R.O.W.	Peachtree Industrial Blvd	Completed	10/25/2016
16-002643	10/25/2016	Trash in R.O.W.	Technology Pkwy / Scientific Blvd	Completed	10/25/2016
16-002652	10/25/2016	Illegal Sign in R.O.W.	141 at Holcomb Bridge Rd	Completed	10/25/2016
16-002675	10/25/2016	Trash in R.O.W.	Peachtree Industrial Blvd	Completed	10/25/2016
16-002676	10/25/2016	Trash in R.O.W.	S.R 141	Completed	10/25/2016
16-002677	10/25/2016	R.O.W Landscape Maintenance	S.R 141	Completed	10/25/2016
16-002678	10/25/2016	Landscape Maintenance	147 Technology Pkwy	Completed	10/25/2016
16-002679	10/25/2016	Deceased Animal in R.O.W.	Peachtree Industrial Blvd / Jones Mill R	Completed	10/25/2016
16-002655	10/26/2016	Repair Sidewalk in R.O.W.	Fitzpatrick Way & Knox Ct	Pending	
16-002656	10/27/2016	Illegal Signs in R.O.W	S.R 141 Medlock Bridge Rd	Completed	10/27/2016
16-002657	10/27/2016	Illegal Signs in R.O.W.	Peachtree Industrial Blvd	Completed	10/27/2016
16-002660	10/27/2016	Trash in R.O.W.	S.R 141	Completed	10/27/2016
16-002663	10/27/2016	R.O.W. Landscape Maintenance	147 Technology Pkwy	Completed	10/27/2016
16-002688	10/27/2016	Deceased Animal in R.O.W.	Medlock Bridge Rd	Completed	10/27/2016
16-002658	10/28/2016	Trash in R.O.W.	Spalding Dr	Completed	10/28/2016
16-002659	10/28/2016	Tree Limbs in R.O.W	Neely Farms Rd at Spalding Dr	Completed	10/27/2016
16-002661	10/28/2016	Tree Limbs in R.O.W.	Jay Bird Alley Rd	Completed	10/28/2016
16-002662	10/28/2016	Trash in R.O.W	Paul Duke Triangle	Completed	10/28/2016

Order Number	Scheduled	Description	Address	Status Type	Completion
16-002689	10/28/2016	Decease Animal in R.O.W.	Medlock Bridge Rd	Completed	10/28/2016
16-002690	10/29/2016	Deceased Animal in R.O.W.	Bush Rd	Completed	10/29/2016
16-002637	10/31/2016	Repair Damaged Street Sign	6325 Spalding Dr	In Progress	
16-002641	10/31/2016	Repair Pothole in R.O.W	4129 Talbot Way	In Progress	
16-002691	10/31/2016	Deceased Animal in R.O.W.	Peachtree Corners Cir / Holcomb Bridge Rd	Completed	10/31/2016
16-002654	11/2/2016	Repair Pothole in R.O.W.	5402 Triangle Pkwy	In Progress	
16-002646	11/2/2016	Object in R.O.W.	4839 Riverlake Dr	Completed	11/2/2016
16-002680	11/2/2016	Repair Sidewalk	Mary Walk & Amberglade Ct	Completed	10/31/2016
16-002682	11/2/2016	Trash in R.O.W	S.R 141 at Riverview Dr	Completed	11/2/2016
16-002653	11/3/2016	Repair Pothole in R.O.W.	5225 Triangle Parkway	In Progress	
16-002681	11/3/2016	Repaired Sidewalk	Mary Walk & Amberglade	Completed	11/3/2016
16-002684	11/3/2016	Illegal Sign in R.O.W.	Peachtree Corners Circle at S.R 141	Completed	11/4/2016
16-002687	11/3/2016	Remove Deceased Animal in R.O.W.	5181 Holcomb Bridge Rd	Completed	11/3/2016
16-002683	11/4/2016	Landscape Maintenance	147 Technology Pkwy	Completed	11/4/2016
16-002685	11/4/2016	Trash in R.O.W	Peachtree Industrial Blvd	Completed	11/4/2016
16-002686	11/4/2016	Trash in R.O.W	Peachtree Industrial Blvd	Completed	11/3/2016

**Work Orders Referred To Other Departments:**

<b>Date Created</b>	<b>Request Type</b>	<b>Address</b>	<b>Status Type</b>	<b>Referred To Other Departments</b>
10/7/2016	Tree Danger/Removal	4091 Gunnin Rd,	In-Process ID # 283350	GA Power # 2398785
10/9/2016	Curb Damaged	Vicinity of 6260-6330 Spalding Dr	In-Process ID # 283739	Department Water Service Request # 16-009494
10/10/2016	Call Center	147 Technology Pkwy	In-Process ID # 284008	Gwinnett DOT # 925928
10/11/2016	Sinkhole	Vicinity of 4300-4372 Hallbrook Dr NW	In-Process ID # 284243	Department Water Service Request # 2016-08-05943
10/16/2016	Stormwater	Vicinity of 6200-6234 Harrow Trce,	In-Process ID # 285320	Department Water Service Request # 16-009729
10/17/2016	Traffic Signal Out	4894 Peachtree Industrial Blvd	In-Process ID # 285453	GA Power # 2419044
10/19/2016	Sinkhole	3683 Cedar Corners Trail	In-Process ID # 286092	Department Water Service Request # 16-009970
10/20/2016	"Walk Button "missing at the cross walk	Vicinity of 6399 Spalding Dr. and Holcomb Bridge near Firestone and Shell Gas Station	In-Process ID # 286403	GA Power # 2419044
10/25/2016	Pothole	Vicinity of 3601-3651 Cedar Corners Trail	In-Process ID # 287357	Department Water Service Request #16-009970
11/2/2016	Street Light	6261 Indian River Dr	In-Process ID # 289403	GA Power
11/3/2016	Dirt and Small Leaves dispensing from the water faucet	6430 Windsor Trace Dr	In-Process ID # 289755	Department Water Service Request

**02016-09-80**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA, TO AMEND ARTICLE I OF CHAPTER 42 OF THE PEACHTREE CORNERS CODE OF ORDINANCES, TO PROHIBIT THE DISCHARGE OF WEAPONS IN RESIDENTIAL AREAS EXCEPT AS AUTHORIZED; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE AN EFFECTIVE DATE;**

**WHEREAS**, the Mayor and Council of the City of Peachtree Corners, Georgia is authorized under Article IX, Section II, Paragraph III of the Constitution of the State of Georgia to adopt reasonable ordinances to protect and improve the public health, safety, and welfare of the citizens of the City of Peachtree Corners, Georgia; and

**WHEREAS**, regulating the discharge of weapons in residential areas serves a public purpose and protects the public interest; and

**WHEREAS**, the Mayor and Council have determined that the lack of regulations concerning the discharge of weapons in residential areas is detrimental to the public welfare;

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

**SECTION I:** Article I of Chapter 42 relating to Nuisances is hereby amended by adding Section 42-3 relating to discharge of weapons, and will read as follows:

Sec. 42-3 – Discharge of Weapons.

a. It shall be unlawful to discharge any firearm within the residential areas of the City of Peachtree Corners. This section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his/her duty, or to prohibit any citizen from discharging a weapon when lawfully defending persons or property (including without limitation domesticated pets), or destroying a dangerous wild animal. This section shall not apply to bb guns or air pellet rifles.

b. It shall be unlawful to discharge any bow or crossbow within the residential areas of the City of Peachtree Corners without a permit from the city manager or his/her designee. Requirements for obtaining the permit shall include without limitation completion of a state-approved safety course and written permission of the owner(s) of any property where such discharge of bow or crossbow will occur. This section shall not apply to archery target practice.

**SECTION II:** Sections 42-4 - 42-22 of Article I of Chapter 42 are hereby Reserved.

**SECTION III:** It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Peachtree Corners, Georgia, and the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

**SECTION IV:** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION V:** If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

**SECTION VI:** This Ordinance shall become effective immediately upon adoption.

**SO ORDAINED** this 15<sup>th</sup> day of November, 2016.

CITY OF PEACHTREE CORNERS, GEORGIA

By: \_\_\_\_\_  
Mike Mason, Mayor

Attest:

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

(SEAL)

# **Action Item**

Bond Financing terms  
for the Town Center

**Peter Floyd**

Alston & Bird LLP  
Draft ~~911/472/156~~

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE  
CITY OF PEACHTREE CORNERS, GEORGIA  
REVENUE BONDS  
(PEACHTREE CORNERS TOWN CENTER PROJECT)  
~~SERIES 2015~~SERIES 2016**

Adopted September 21, 2015

Amended and Restated November 14, 2016

Prepared by:

Peter K. Floyd, Esq.  
Alston & Bird LLP  
One Atlantic Center  
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Atlanta, Georgia 30309-3424  
(404) 881-4510  
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**REVENUE BOND RESOLUTION  
(PEACHTREE CORNERS TOWN CENTER PROJECT)**

**TABLE OF CONTENTS**

ARTICLE I. DEFINITIONS .....	<u>54</u>
SECTION 1.01. Definitions .....	<u>54</u>
SECTION 1.02. Rules of Interpretation.....	<u>98</u>
SECTION 1.03. Resolution to Constitute Contract .....	<u>109</u>
ARTICLE II. THE BONDS .....	<u>1140</u>
SECTION 2.01. Authorization of Issuance of Bonds to Fund the Project .....	<u>1140</u>
SECTION 2.02. Particulars of Bonds .....	<u>1140</u>
SECTION 2.03. Execution of Bonds.....	<u>1244</u>
SECTION 2.04. Authentication of Bonds.....	<u>1244</u>
SECTION 2.05. Limited Obligation .....	<u>1342</u>
SECTION 2.06. Form of Bonds.....	<u>1342</u>
SECTION 2.07. Registration; Transfer and Exchange of Bonds .....	<u>2224</u>
SECTION 2.08. Mutilated, Destroyed or Lost Bonds .....	<u>2224</u>
SECTION 2.09. Continuing Request for Completion .....	<u>2322</u>
SECTION 2.10. Destruction of Cancelled Bonds .....	<u>2322</u>
SECTION 2.11. Delivery of Bonds.....	<u>2322</u>
SECTION 2.12. Temporary Bonds.....	<u>2423</u>
ARTICLE III. REDEMPTION OF BONDS BEFORE MATURITY .....	<u>2524</u>
SECTION 3.01. Optional Redemption .....	<u>2524</u>
SECTION 3.02. Reserved.....	<u>2524</u>
SECTION 3.03. Redemption of Additional Parity Bonds .....	<u>2524</u>
SECTION 3.04. Purchase of Bonds.....	<u>2524</u>
SECTION 3.05. Notice of Redemption .....	<u>2524</u>
ARTICLE IV. REVENUES AND FUNDS .....	<u>2726</u>
SECTION 4.01. Pledge of Revenues.....	<u>2726</u>
SECTION 4.02. Fiscal Year .....	<u>2726</u>
SECTION 4.03. Creation of Funds and Accounts .....	<u>2726</u>

SECTION 4.04. Application of Bond Proceeds.....	<del>2827</del>
SECTION 4.05. Project Fund.....	<del>2827</del>
SECTION 4.06. Costs of Issuance Fund .....	<del>2827</del>
SECTION 4.07. Arbitrage; Rebate Fund.....	<del>2827</del>
SECTION 4.08. Revenue Fund .....	<del>2928</del>
SECTION 4.09. Debt Service Fund.....	<del>3029</del>
SECTION 4.10. Amounts Remaining in Funds and Accounts .....	<del>3029</del>
SECTION 4.11. Investment of Funds .....	<del>3029</del>
SECTION 4.12. Trust Funds.....	<del>3130</del>
SECTION 4.13. Additional Parity Bonds.....	<del>3130</del>
SECTION 4.14. Priority Lien .....	<del>3231</del>
ARTICLE V. SPECIAL COVENANTS .....	<del>3332</del>
SECTION 5.01. Payment of Bonds .....	<del>3332</del>
SECTION 5.02. Acquisition and Construction of Project and its Operation and Maintenance .....	<del>3332</del>
SECTION 5.03. Rates, Fees and Charges.....	<del>3332</del>
SECTION 5.04. Maintenance of Insurance.....	<del>3433</del>
SECTION 5.05. Payment of Taxes and Charges .....	<del>3433</del>
SECTION 5.06. Power to Issue Bonds and Pledge Revenues and Other Funds .....	<del>3433</del>
SECTION 5.07. Power to Fix and Collect Rates, Fees and Charges .....	<del>3433</del>
SECTION 5.08. Sale and Lease of Property.....	<del>3534</del>
SECTION 5.09. Intergovernmental Contract and Supplemental Resolutions; Amendment.....	<del>3534</del>
SECTION 5.10. Accounts and Reports .....	<del>3635</del>
SECTION 5.11. General Tax Covenant.....	<del>3635</del>
ARTICLE VI. DISCHARGE OF LIEN .....	<del>3736</del>
SECTION 6.01. Discharge of Lien and Security Interests.....	<del>3736</del>
SECTION 6.02. Provision for Payment of Bonds.....	<del>3736</del>
SECTION 6.03. Discharge of the Resolution .....	<del>3837</del>

ARTICLE VII. DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDERS .....	<del>3938</del>
SECTION 7.01. Default; Events of Default.....	<del>3938</del>
SECTION 7.02. Remedies; Rights of Bondholders .....	<del>3938</del>
SECTION 7.03. Application of Moneys .....	<del>4039</del>
SECTION 7.04. Termination of Proceedings.....	<del>4140</del>
SECTION 7.05. Waivers of Events of Default .....	<del>4140</del>
SECTION 7.06. Notice of Defaults Under Sections 7.01(b) and 7.01(e); Opportunity of Authority To Cure Such Defaults.....	<del>4241</del>
ARTICLE VIII. AUTHENTICATING AGENT, PAYING AGENT, BOND REGISTRAR AND DEPOSITORIES OF MONEYS.....	<del>4342</del>
SECTION 8.01. Authenticating Agent, Paying Agent, Bond Registrar and Depositories .....	<del>4342</del>
ARTICLE IX. SUPPLEMENTAL RESOLUTIONS.....	<del>4443</del>
SECTION 9.01. Supplemental Resolutions Not Requiring Consent of Bondholders .....	<del>4443</del>
SECTION 9.02. Supplemental Resolution Requiring Consent of Bondholders.....	<del>4544</del>
SECTION 9.03. Supplemental Resolutions for Additional Parity Bonds.....	<del>4645</del>
ARTICLE X. AMENDMENT OF INTERGOVERNMENTAL CONTRACT AND OTHER DOCUMENTS .....	<del>4746</del>
SECTION 10.01. Intergovernmental Contract Not Requiring Consent of Bondholders .....	<del>4746</del>
SECTION 10.02. Intergovernmental Contract Requiring Consent of Bondholders.....	<del>4746</del>
ARTICLE XI. GENERAL WARRANTIES AND COVENANTS .....	<del>4948</del>
SECTION 11.01. Performance of Covenants; the Authority.....	<del>4948</del>
SECTION 11.02. Possession and Inspection of Intergovernmental Contract.....	<del>4948</del>
SECTION 11.03. Provisions of Documents to Bondholders .....	<del>4948</del>
SECTION 11.04. Limitation on Liens .....	<del>4948</del>
SECTION 11.05. Authority's Existence .....	<del>4948</del>

ARTICLE XII. MISCELLANEOUS.....5049  
SECTION 12.01. Consents, etc. of Bondholders .....5049  
SECTION 12.02. Limitation of Rights.....5049  
SECTION 12.03. Severability .....5049  
SECTION 12.04. Notices .....5049  
SECTION 12.05. Payments Due on Saturdays, Sundays and  
Holidays.....5150  
SECTION 12.06. Validation .....5150  
SECTION 12.07. Approval of Intergovernmental Contract.....5251  
SECTION 12.08. Reserved.....5251  
SECTION 12.09. Approval of Action of Authority .....5251  
SECTION 12.10. Effective Date .....5251  
EXHIBIT A – Intergovernmental Contract .....5352

**AMENDED AND RESTATED**  
**REVENUE BOND RESOLUTION**  
**(PEACHTREE CORNERS TOWN CENTER PROJECT)**  
**~~SERIES 2015~~SERIES 2016**

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners, Georgia (the "Authority") was created pursuant to O.C.G.A. Section 36-42-1, et seq. (the "Act") for the purpose of revitalizing and redeveloping the central business districts of the municipal corporations of the State of Georgia, developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities and promoting the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporations of the State of Georgia, and has the power, among other things, to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bond, notes, or other obligations of the Authority or any other funds of the Authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the Authority is authorized to receive, accept, and use; to borrow money to further or carry out its public purpose and to execute revenue bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its revenue bonds, notes, or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Authority, to evidence and to provide security for such borrowing; to issue revenue bonds, notes, or other obligations of the Authority and use the proceeds thereof for the purpose of paying, or loaning the proceeds thereof to pay, all or any part of the cost of any project and otherwise to further or carry out the public purpose of the Authority and to pay all costs of the authority incidental to, or necessary and appropriate to, furthering or carrying out such purpose; to contract for any period, not exceeding 50 years, with the State of Georgia, state institutions, or any municipal corporation or county of the State of Georgia for the use by the Authority of any facilities or services of the state or any such state institution, municipal corporation, or county, or for the use by any state institution or any municipal corporation or county of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the Authority contracts are authorized by law to undertake; and to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds; and, in the exercise of powers granted by this chapter in connection with any project, the Authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Authority may deem necessary or desirable; and to receive and use the proceeds of any tax levied by a municipal corporation to pay the costs of any project or for any other purpose for which the Authority may use its own funds pursuant to the Act;

and

WHEREAS, under the Act, the term “project” means and includes any one or more of the following: the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, any undertaking authorized as part of a city business improvement district, any undertaking authorized in the Redevelopment Powers Law, when the downtown development authority has been designated as a redevelopment agency, or any undertaking authorized in the Urban Redevelopment Law, when the downtown development authority has been designated as an urban redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation; and any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determine, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act; and

WHEREAS, pursuant to the Revenue Bond Law, O.C.G.A Section 36-82-60, et seq., the City of Peachtree Corners, Georgia (the “City”) is authorized to, among other things, own, operate and maintain public parking areas and public parking buildings and land and facilities so as to relieve abnormal unemployment conditions; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”) permits any county, municipality, school district, or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that it is in the best interest of the Authority and the City, respectively, to acquire, install, refurbish, redevelop and equip public parking facilities and certain other related real and personal property (the “Project”) located on or about Peachtree Parkway and Medlock Bridge Road in Peachtree Corners, Georgia (the “Property”), substantially in accordance with certain Preliminary Plans, attached to the hereinafter defined Intergovernmental Contract, as amended and supplemented from time to time (the “Plans and Specifications”), for the purpose of, among other things, inducing certain private development and redevelopment near such Property; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that such Project is in furtherance of (a) the Authority’s public purpose to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this State by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Peachtree Corners and for the revitalization and redevelopment of its central business district all in accordance with the Act, and (b) the City’s public purposes of operating for

the benefit of the general welfare of its citizens, which includes the relief of abnormal unemployment; and

WHEREAS, the Authority and the City have determined to enter into an intergovernmental contract pursuant to the Act and the Intergovernmental Contracts Clause, providing for the lease of the Project to the City by the Authority, the acquisition, construction and equipping of the Project by the City on behalf of the Authority, and the issuance of bonds to finance the Project for lease to the City in consideration of the City's agreement to pay rentals to the Authority equal in amount to principal and interest on such bonds; and

WHEREAS, at the request of the City, the Authority has agreed pursuant to a Bond Resolution, adopted on September 21, 2015 (the "Original Bond Resolution"), to issue its Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~ Series 2016 (originally designated the Revenue Bonds (Peachtree Corners Town Center Project), Series 2015) in an aggregate principal amount of not to exceed \$15,250,000 (the "~~Series 2015~~ Series 2016 Bonds") pursuant to this Resolution, and to provide funds from the proceeds of the ~~Series 2015~~ Series 2016 Bonds to finance or refinance all or a portion of the cost of the acquisition, construction and equipping of the Project and the payment of certain costs of issuance of the ~~Series 2015~~ Series 2016 Bonds, and to lease the Project to the City pursuant to the terms of an Intergovernmental Contract, dated as of ~~November 4, 2015~~ December 1, 2016 (the "Intergovernmental Contract"), between the Authority and the City, entered into pursuant to the terms of the Act, which Series 2016 Bonds have been previously validated in the Gwinnett County Superior Court; and

WHEREAS, the ~~Series 2015~~ Series 2016 Bonds shall be limited obligations of the Authority, payable solely from the following sources, which shall be pledged and assigned for the payment of the principal of, premium (if any), and interest on the ~~Series 2015~~ Series 2016 Bonds: (i) all funds established by this Resolution (other than the Rebate Fund and except to the extent that moneys and securities are held by the terms of this Resolution for particular ~~Series 2015~~ Series 2016 Bonds), including the investments, if any, thereof, and (ii) amounts payable by the City pursuant to the Intergovernmental Contract (collectively, the "Revenues"); and

WHEREAS, subsequently, the Authority and City agreed to delay the issuance of the Series 2016 Bonds and have now determined to issue the Series 2016 Bonds in a principal amount of \$5,210,000, with any additional bond financing to be provided for later, which additional financing is anticipated to be in the principal amount of approximately \$5,130,000 ("Additional Bonds"); and

WHEREAS, pursuant to Section 9.01(h) of the Original Bond Resolution, such resolution is hereby amended and restated to finalized the terms of the Series 2016 Bonds among other things; and

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, GEORGIA, AND IT IS HEREBY RESOLVED BY AUTHORITY OF THE SAME, and it is expressly declared, that (i) the Project is found and determined to promote, for the public good and general welfare, industry, and commerce in the City and to increase employment therein, to not result in the reduction in the number of employees employed elsewhere in the State of Georgia, and is a due and proper "project" within the meaning of the Act; ~~and~~ (ii) all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation,

the amounts payable under the Intergovernmental Contract, and any other amounts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed; and (iii) pursuant to Section 9.01(h) of the Original Bond Resolution, such resolution is hereby amended and restated in its entirety by this resolution (the "Resolution") to finalized the terms of the Series 2016 Bonds among other things, and the Authority has agreed and covenanted, and does hereby agree and covenant with the respective Holders of the Bonds as follows:

ARTICLE I  
DEFINITIONS

SECTION 1.01. *Definitions.*

In addition to the words and terms elsewhere defined in this Resolution, the following words and terms as used in this Resolution shall have the following meanings unless the context or use indicates another or different meaning or intent:

“*Accounts*” means the accounts and subaccounts created pursuant to Article IV hereof.

“*Act*” has the meaning specified in the Whereas Clauses hereof.

“*Act of Bankruptcy*” means the filing of a petition in bankruptcy (or the commencement of a bankruptcy or similar proceeding) by (other than with respect to a third party) or against the Authority under any applicable bankruptcy, insolvency, reorganization or similar law now or hereafter in effect.

“*Additional Parity Bonds*” means any revenue bonds that might hereafter be issued for the purpose of refunding all or a portion of the Bonds pursuant to the terms of Section 4.13 of this Resolution subsequent to the issuance of the ~~Series 2015~~Series 2016 Bonds.

“*Authenticating Agent*” means the Authenticating Agent appointed by the Authority pursuant to Section 8.01 hereof, and any successors as Authenticating Agent hereunder.

“*Authority*” means the Downtown Development Authority of the City of Peachtree Corners, Georgia, a public body corporate and politic organized and existing under the Act, and its successors and assigns.

“*Authorized Denomination*” means \$100,000 and any multiple of \$5,000 in excess thereof.

“*Bond Counsel*” means Alston & Bird LLP, Atlanta, Georgia, or any nationally recognized counsel experienced in matters relating to Section 103 of the Code reasonably acceptable to the Authority.

“*Bondholder*” or “*Holder*” or “*Owner*” or “*Owner of the Bonds*” means the registered owner of any Bond.

“*Bond Registrar*” means the Bond Registrar appointed by the Authority pursuant to Section 8.01 hereof and any successors as Bond Registrar hereunder.

“*Bonds*” means the ~~Series 2015~~Series 2016 Bonds issued hereunder, any ~~Series 2015~~Series 2016 Bonds issued in replacement or exchange therefor pursuant to Section 2.07, 2.08 or 2.12 hereof and, from and after the issuance of any Additional Parity Bonds hereunder, unless the context clearly indicates otherwise, such Additional Parity Bonds.

“*Business Day*” means any day excluding Saturday, Sunday and any day on which banks in the City of Atlanta, Georgia, are required or authorized by law or other governmental action to close.

“*City*” means the City of Peachtree Corners, Georgia, a municipal corporation and a political subdivision, duly and validly created and existing under the laws of the State of Georgia.

“*Closing Date*” means the initial date of delivery of the Bonds.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Costs of Issuance Fund*” means the fund by that name created pursuant to Section 4.03 hereof.

“*Debt Service Fund*” means the fund by that name created pursuant to Section 4.03 hereof.

“*Debt Service Requirement*” means the amounts required in each Sinking Fund Year to pay the principal (whether at maturity, upon mandatory redemption or otherwise) of and interest on the Bonds and any Additional Parity Bonds hereafter issued as the same become due and payable.

“*Depository*” means the depository appointed by the Authority pursuant to Section 8.01 hereof, its successors and assigns, or any successor chosen by the Authority, which shall be a bank or trust company organized under the laws of any state of the United States or a national banking association selected by the Authority as a depository of moneys and securities held under the provisions of the Resolution.

“*Designated Officer of the Authority*” means that person or persons as may be from time to time designated in writing by the Authority.

“*Event of Default*” or “*event of default*” means with respect to this Resolution those events of default specified in and defined by Section 7.01 hereof.

“*Funds*” means the funds created pursuant to Article IV hereof.

“*Government Obligations*” means (a) direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged and (b) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (a) or (b) issued or held in book-entry form on the books of the Department of Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at the option of anyone other than the holder thereof.

“*Intergovernmental Contract*” means the Intergovernmental Contract, between the City and the Authority, dated as of ~~November 1, 2015~~ December 1, 2016, pursuant to which the Project and the issuance of the Bonds are authorized, as the same may hereafter be modified, amended, supplemented or restated.

“*Interest Payment Date*” means January 1 and July 1 of each year, commencing January 1, ~~2016~~2017.

“*Moody's*” means Moody's Investors Service, Inc., its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer issue ratings on obligations of a type similar to the Bonds, “Moody's” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

“*Notice Address*” means, as to the Authority, the addresses set forth in Section 12.04 hereof.

“*Paying Agent*” means the Paying Agent designated by the Authority pursuant to Section 8.01 hereof and any successors as Paying Agent hereunder.

“*Permitted Investments*” means any of the following that at the time of investment are legal investments under the laws of the State of Georgia for the monies proposed to be invested therein:

(a) bonds or obligations of the State of Georgia, or of any city, municipality or municipal corporation of the State of Georgia;

(b) bonds or other obligations of the United States or subsidiary corporations of the United States government which are fully guaranteed by such government;

(c) obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Central Bank for Cooperatives;

(d) bonds or other obligations issued by any public housing agency or municipality in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipality in the United States and secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(e) certificates of deposit of national or state banks located within the State of Georgia which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State of Georgia which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation (including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as a depository, custodian or trustee for any proceeds of the Bonds); provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State, of one or

more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State of Georgia, or of any city, municipality corporation in the State of Georgia, or obligations included in subsections (b), (c), or (d) above;

(f) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subsection (b) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State of Georgia;

(g) the Local Government Investment Pool created in O.C.G.A. Section 36-83-8 (the "LGIP"); and

(h) any other investments to the extent at the time permitted by then applicable law for the investment of public funds.

"Person" means natural persons, firms, associations, corporations and public bodies.

"Plans and Specifications" has the meaning specified in the Whereas Clauses hereof.

"Principal Office" of a person means the office of such person at the address specified in Section 12.04 of this Resolution.

"Project" has the meaning specified in the Whereas Clauses hereof.

"Project Fund" means the fund by that name created pursuant to Section 4.03 hereof.

"Record Date" means, with respect to any Interest Payment Date, the 15th day of the calendar month next preceding such Interest Payment Date.

"Resolution" means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX hereof.

“*Revenue Fund*” means the fund by that name created in Section 4.03 hereof.

“*Revenues*” means (i) all funds established by this Resolution (other than the Rebate Fund and except to the extent that moneys and securities are held by the terms of this Resolution for particular Bonds), including the investments, if any, thereof, and (ii) amounts payable by the City pursuant to the Intergovernmental Contract.

“*S&P*” means Standard & Poor's Ratings Group, a division of McGraw-Hill, its successors and assigns and, if such corporation or division shall be dissolved or liquidated or shall no longer issue ratings on obligations of a type similar to the Bonds, “*S&P*” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority.

“~~Series 2015~~*Series 2016 Bonds*” means the Downtown Development Authority of the City of Peachtree Corners, Georgia Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~*Series 2016* issued pursuant to Article II of this Resolution.

“*Sinking Fund Year*” means the period commencing on December 2 in each year and ending on December 1 in the next ensuing year.

“*State*” means the State of Georgia.

“*Supplemental Resolution*” means any resolution of the Authority issued supplemental hereto, as permitted by Article IX hereof.

SECTION 1.02. *Rules of Interpretation.*

For all purposes of this Resolution, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Resolution” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof,” “hereunder,” and “herewith,” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The terms defined elsewhere in this Resolution shall have the meanings therein prescribed for them.

(f) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(g) The headings used in this Resolution are for convenience of reference only and shall not define or limit the provisions hereof.

(h) Words in the singular include the plural and vice versa.

(i) All other terms not defined herein that are defined in the Intergovernmental Contract shall have the meanings prescribed therefor in the Intergovernmental Contract.

SECTION 1.03. *Resolution to Constitute Contract.*

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of the Bonds and any Additional Parity Bonds issued pursuant to the terms of this Resolution; and the pledge and assignment made in this Resolution and the covenants and agreements herein set forth to be performed on behalf of the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by this Resolution.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization of Issuance of Bonds to Fund the Project.*

Under the authority of the Act, for the purpose of providing funds to (i) finance or refinance, in whole or in part, the acquisition, construction and equipping of the Project for lease to the City under the terms of the Intergovernmental Contract and (ii) pay all expenses incident to the issuance of the Bonds, there are hereby authorized to be issued Downtown Development Authority of the City of Peachtree Corners, Georgia Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~Series 2016 in the aggregate principal amount of ~~\$5,210,000 not to exceed \$15,250,000~~. All of the covenants, agreements, conditions and provisions of this Resolution hereinafter set forth are hereby authorized to be for the equal and proportional benefit and security of all holders of the Bonds to be issued pursuant to this Resolution.

SECTION 2.02. *Particulars of Bonds.*

(a) The ~~Series 2015~~Series 2016 Bonds shall be designated "Downtown Development Authority of the City of Peachtree Corners, Georgia Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~Series 2016."

(b) The ~~Series 2015~~Series 2016 Bonds shall bear interest at the annual rate of ~~2.190~~not to exceed 5% (computed on the basis of a 360-day year of twelve consecutive 30-day months) payable ~~January~~July 1, 2016, and semiannually thereafter on the first day of January and July in each year. The ~~Series 2015~~Series 2016 Bonds as originally issued shall be issued in one or more series, lettered and numbered from R-1 upwards in order of issuance according to records maintained by the Trustee, as Bond Registrar, and shall be issued as fully registered bonds in Authorized Denominations, and principal on the ~~Series 2015~~Series 2016 Bonds shall be payable (whether by maturity, mandatory redemption or otherwise) ~~in accordance with the following formula: the Series 2015 Bonds shall be paid in full by no later than July 2025, and the maximum annual payment of principal of and interest on the Series 2015 Bonds shall be \$1,940,625. July 1, 2025 in the principal amount of \$5,210,000, subject to mandatory redemption.~~ Each Bond issued in exchange for a Bond as originally issued or upon registration of transfer thereof shall be dated the date of its authentication by the Authenticating Agent.

The Bonds shall be lettered and numbered from R-1 upwards in order of issuance according to the records maintained by the Bond Registrar.

The Bonds shall, except as otherwise provided in this Section, bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest has been paid, unless the date of authentication of such Bond is an Interest Payment Date to which interest has been paid, in which case from the date of authentication of such Bond, or unless no interest has been paid, in which case from the Closing Date.

The person in whose name any Bond is registered at the close of business on any Record Date (as hereinafter defined) with respect to any Interest Payment Date shall be entitled to receive

the interest payable on such Interest Payment Date notwithstanding any Interest Payment Date. The term "Record Date" as used in this Section with respect to any Interest Payment Date shall mean the fifteenth day of the calendar month next preceding such Interest Payment Date.

(c) The principal of (including by mandatory redemption), redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts, by the method and at the address specified for such purpose by the registered owner of the Bonds in writing to the Paying Agent, without the presentation or surrender of the Bonds or the making of any notation thereon, except that upon the written request of the Paying Agent made concurrently with or reasonably promptly after payment of the Bonds in full, the registered owner of the Bonds shall surrender the Bonds for cancellation, reasonably promptly after any such request, to the Bond Registrar.

(d) The Bonds shall be subject to redemption prior to their respective maturities upon the terms set forth in Article III of this Resolution.

SECTION 2.03. *Execution of Bonds.*

The Bonds shall be executed with the official manual or facsimile signature of the Chairman or Vice Chairman of the Authority and attested by the official manual or facsimile signature of the Secretary of the Authority and the official seal of the Authority shall be impressed or printed thereon. In case any officer whose signature shall appear on the Bonds shall cease to be such officer before delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until delivery.

SECTION 2.04. *Authentication of Bonds.*

Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form hereinafter set forth executed by the Authenticating Agent, shall be entitled to any right or benefit hereunder. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Bond shall be deemed to have been executed by the Authenticating Agent, if signed by an authorized signatory of the Authenticating Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds issued hereunder.

SECTION 2.05. *Limited Obligation.*

The Bonds shall not constitute a debt of, a loan by, or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof. The Bonds shall be limited obligations of the Authority, payable solely from the Revenues, which the Authority has pledged to the payment of the Bonds and any Additional Parity Bonds hereafter issued pursuant to the terms of this Resolution. The issuance of the Bonds shall not obligate the state or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof. No owner of any Bond and no receiver or trustee in connection therewith, shall have the right to enforce the payment of the Bond against any property of the state or of any political subdivision thereof; nor shall the Bond constitute a charge, lien, or encumbrance, whether legal or equitable, upon any such property.

No recourse shall be had for the payment of the principal of or premium, if any, or interest on the Bonds for any claim based hereon or thereon or upon any obligation, covenant, or agreement contained herein or therein against any past, present or future member, commissioner, officer, agent or employee of the Authority or the City, or any member, commissioner, officer, agent or employee of any successor of the Authority or the City, either directly or through the Authority, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, commissioner, officer, agent or employee, as such, is waived and released as a condition of any consideration for the execution of this Resolution and the issuance of the Bonds.

SECTION 2.06. *Form of Bonds.*

The Bonds, the assignment, the authentication certificate and the certificate of validation to be endorsed upon the Bonds shall be in substantially the following form with such variations, omissions and insertions as are required or permitted by this Resolution.

[FORM OF ~~SERIES 2015~~SERIES 2016 BOND]

UNITED STATES OF AMERICA

STATE OF GEORGIA

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE  
CORNERS, GEORGIA

REVENUE BOND

(PEACHTREE CORNERS TOWN CENTER PROJECT)

~~SERIES 2015~~SERIES 2016

No. R-1

Maturity Date: ~~July 1, 20~~25

Bond Date: ~~November~~December, 20156

Principal Amount: ~~\$45,250~~10,000

Interest Rate: ~~2.190%~~      % Per Annum

FOR VALUE RECEIVED, the Downtown Development Authority of the City of Peachtree Corners, Georgia, a public body corporate and politic (the "Authority"), hereby promises to pay as hereinafter set forth, to ~~Bond Purchaser~~Ameris Bank, the principal sum specified above on the maturity date specified above unless redeemed prior thereto as hereinafter provided, and interest on such principal sum from the date hereof, at the interest rate per annum specified above (calculated on the basis of a 360-day year consisting of twelve 30-day months), payable as specified in the Resolution, until payment of such principal sum in full. The bonds are limited obligations of the Authority payable solely from the following sources that have been pledged and assigned for the payment of the principal of, premium (if any) on and interest on the bonds: (i) certain funds established under the Resolution (other than the Rebate Fund, and except to the extent that moneys and securities are held by the terms of the Resolution for particular bonds), including the investments, if any, thereof, and (ii) all of the Authority's rights under the Intergovernmental Contract (as defined in the Resolution) (except for the right to collect certain amounts specifically billed by the Authority as administrative fees) (collectively, the "Revenues").

Principal of and premium, if any, and interest with respect to this bond is payable, when due, to the registered owner hereof shown on the registration books maintained by the Paying Agent at the close of business on the fifteenth day of the calendar month preceding any interest payment date (the "Record Date") by the method and at the address specified for such purpose by the registered owner of this bond in writing to the Paying Agent for the bonds, without the presentation or surrender of this bond or the making of any notation thereon, except that upon the written request of the Authority made concurrently with or reasonably promptly after payment of this bond in full, the registered owner of this bond shall surrender this bond for cancellation, reasonably promptly after any such request, to the Authority, or if no such address is specified, to such owner at his or her address as it shall appear on the bond register kept by Bond Registrar for this bond (the "Bond Registrar"). Both the principal of and interest on this bond are payable in any coin or currency of

the United States of America that at the time of payment is legal tender for the payment of public and private debts.

THIS BOND HAS BEEN ISSUED PURSUANT TO AN EXCEPTION TO RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION TO REQUIREMENTS REGARDING CONTINUING DISCLOSURE OF THE AUTHORITY. THE BONDHOLDER HEREOF, BY PURCHASING THIS BOND, AGREES FOR THE BENEFIT OF THE AUTHORITY THAT THIS BOND MAY NOT BE RESOLD, PLEDGED OR OTHERWISE TRANSFERRED TO A PURCHASER THAT DOES NOT FIT WITHIN SUCH EXCEPTION UNLESS THE AUTHORITY UNDERTAKES A CONTINUING DISCLOSURE OBLIGATION IN COMPLIANCE WITH RULE 15c2-12. THE BONDHOLDER HEREOF FURTHER AGREES FOR THE BENEFIT OF THE AUTHORITY THAT IT WILL NOTIFY ANY PURCHASER HEREOF OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. ANY BONDHOLDER HOLDING THIS BOND AGREES THAT IT WILL NOTIFY THE AUTHORITY OF ANY TRANSFER BY IT OF THIS SECURITY AND THAT IT WILL FURNISH TO THE AUTHORITY SUCH CERTIFICATES AND OTHER INFORMATION AS IT MAY REASONABLY REQUIRE TO CONFIRM THAT ANY TRANSFER BY IT OF THIS SECURITY COMPLIES WITH THE EXCEPTIONS TO RULE 15c2-12.

This bond is one of a duly authorized series of like tenor and effect except as to numbers, maturities, interest rates and redemption provisions aggregating in principal amount the sum of ~~\$\$5,210,000~~15,250,000, known as "Downtown Development Authority of the City of Peachtree Corners, Georgia Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~Series 2016" (the "bonds"), issued by the Authority for the purpose of providing funds to (i) finance or refinance, in whole or in part, the acquisition, construction and equipping of a parking deck and related real and personal property in the City of Peachtree Corners, Georgia (the "Project"), substantially in accordance with certain Plans and Specifications for lease to the City of Peachtree Corners, Georgia (the "City") pursuant to the terms of the Intergovernmental Contract and (ii) pay certain bond issuance expenses. The bonds are payable from and secured by the Revenues.

The bonds are duly authorized by resolution of the Authority adopted September 21, 2015, and amended and restated on ~~October-November 14, 2016~~—, 2015 (the "Resolution"). In addition to the aggregate principal amount of the bonds, the Authority may, upon the meeting of certain conditions as provided in the Resolution, issue additional revenue bonds in order to refund all or a portion of the outstanding principal amount of the bonds, payable from and secured by the Revenues ranking on a parity with the bonds as to the Revenues and secured by the same pledge thereof and lien thereon. Reference to the Resolution is hereby made for a description of the funds charged with and pledged to the payment of the principal of and interest on the bonds, the nature and extent of the security for the payment of the bonds, a statement of the rights, duties and obligations of the Authority and the rights of the holders of the bonds, and the terms and conditions under which such additional parity bonds may be issued, to all the provisions of which Resolution the holder hereof by the acceptance of this bond assents.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this bond or for any claim based hereon or upon any obligation, covenant or agreement contained herein or in the Resolution, against any past, present or future member, councilperson, officer, agent or employee of the Authority or the City or any member, councilperson, officer, agent or employee of any successor of the Authority or the City, either directly or through the Authority, under any rule

of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, councilperson, officer, agent or employee, as such, is hereby expressly waived and released as a condition of any consideration for the execution of the Resolution and the issuance of this bond.

This bond does not constitute a debt of, a loan by, or a pledge of the faith and credit of the State of Georgia or of any political subdivision thereof. Rather, this bond is a limited obligation of the Authority, payable solely from the Revenues, which the Authority has pledged to the payment of the bonds. The issuance of this bond shall not obligate the State or any political subdivision thereof to levy or pledge any form of taxation whatever for the payment thereof. No owner of this bond, and no receiver or trustee in connection therewith, shall have the right to enforce the payment of this bond against any property of the State or of any political subdivision thereof nor shall this bond constitute a charge, lien, or encumbrance, whether legal or equitable, upon any such property. The Authority has no taxing power.

‡The bonds may be redeemed prior to their maturity at the option of the Authority, in whole on any date, from moneys in the Debt Service Fund not required for paying the principal of and interest on the bonds coming due in the then current or next succeeding Sinking Fund Year (whether by maturity, mandatory redemption or otherwise). Such redemption shall be made upon payment of ~~\_\_\_\_\_%~~ 100% of the principal amount of each bond to be redeemed, plus accrued interest to the date fixed for redemption.

The bonds are subject to scheduled mandatory redemption prior to maturity in part (the actual bonds to be redeemed to be selected by lot in such manner as may be designated by the Authority) at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date in the following principal amounts on each ~~\_\_\_\_\_~~ July 1 of the years set forth below (the ~~July \_\_\_\_\_ 1, 2025 \_\_\_\_\_~~ amount to be paid rather than redeemed):

<u>Dated</u>	<u>Principal Amount</u>
<u>07/01/2017</u>	<u>\$530,000.00</u>
<u>07/01/2018</u>	<u>540,000.00</u>
<u>07/01/2019</u>	<u>555,000.00</u>
<u>07/01/2020</u>	<u>565,000.00</u>
<u>07/01/2021</u>	<u>580,000.00</u>
<u>07/01/2022</u>	<u>590,000.00</u>
<u>07/01/2023</u>	<u>605,000.00</u>
<u>07/01/2024</u>	<u>615,000.00</u>
<u>07/01/2025</u>	<u>630,000.00</u>

The bonds are subject to redemption only in principal amounts of \$100,000 or any multiple of \$5,000 in excess thereof.

This bond is issued with the intent that the laws of the State of Georgia shall govern its construction. Upon the occurrence of an Event of Default, the owner of this bond shall be entitled to the remedies provided by the Resolution and the Act.

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It is hereby recited and certified that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law

Any capitalized term used in this bond but not defined herein shall have the meaning assigned to such term in the Resolution.

IN WITNESS WHEREOF, the Authority has caused this bond to be executed by the manual or facsimile signature of its Chairman and its corporate seal to be impressed or printed hereon and attested by the facsimile signature of its Secretary, all as of the bond date specified above.

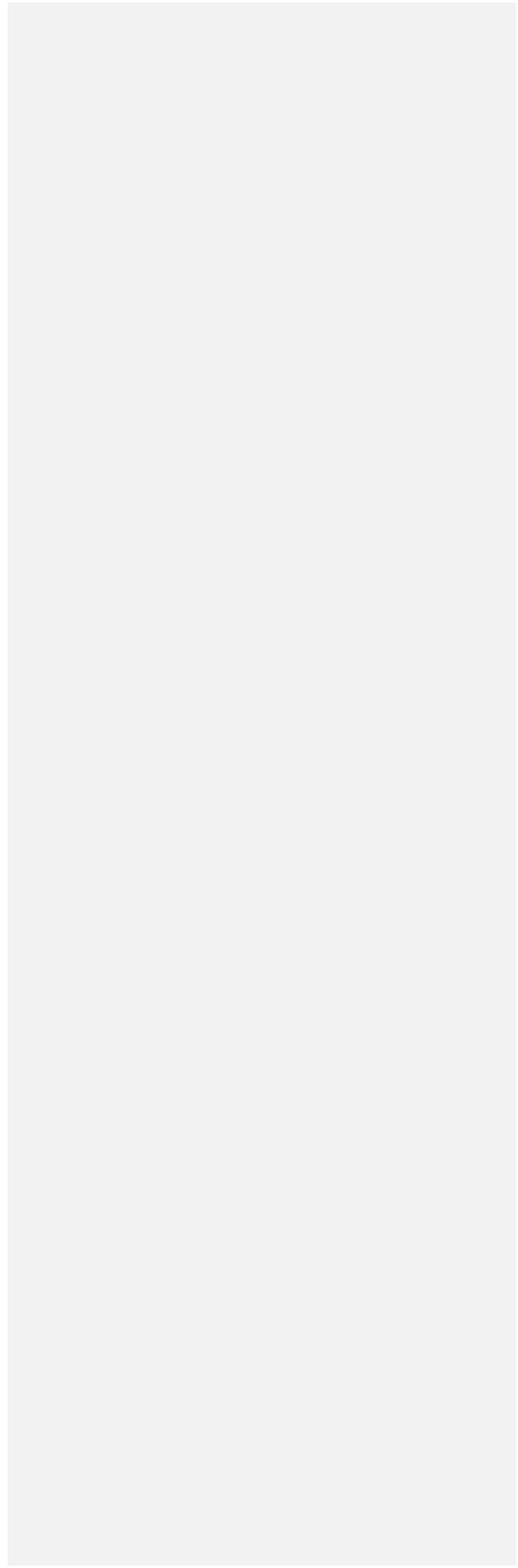
DOWNTOWN DEVELOPMENT AUTHORITY  
OF THE CITY OF PEACHTREE CORNERS,  
GEORGIA

(SEAL)

By: (facsimile)  
Chairman

Attest:

(facsimile)  
Secretary



AUTHENTICATION CERTIFICATE

This bond is one of the bonds described in the within-mentioned Resolution and is hereby authenticated as of the date of authentication set forth below.

Date of authentication: \_\_\_\_\_December\_\_\_\_\_, 2016

CITY OF PEACHTREE CORNERS, GEORGIA,  
as Authenticating Agent

By: \_\_\_\_\_  
City Clerk

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF GWINNETT

The undersigned Clerk of the Superior Court of Gwinnett County, Georgia, keeper of the records and seal thereof, DOES HEREBY CERTIFY that this bond was validated and confirmed by judgment of the Superior Court of Gwinnett County, Georgia, on the \_\_\_\_\_ day of October, 2015, that no intervention or objection was filed opposing the validation of said bond and that no appeal of said judgment of validation has been taken.

WITNESS a facsimile of my signature and the facsimile of the official seal of the Superior Court of Gwinnett County, Georgia.

(facsimile) \_\_\_\_\_  
Clerk, Superior Court  
Gwinnett County, Georgia

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
\_\_\_\_\_

(INSERT SOCIAL SECURITY OR TAXPAYER  
IDENTIFICATION NUMBER OF ASSIGNEE)

the within bond, and all rights thereunder and hereby does irrevocably constitute and appoint \_\_\_\_\_, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guarantee medallion programs.

| [END OF FORM OF ~~SERIES 2015~~SERIES 2016 BOND]

SECTION 2.07. *Registration; Transfer and Exchange of Bonds.*

The Bond Registrar shall keep registers for registration of transfer of the Bonds. The Clerk of the City is hereby also designated as Authenticating Agent for purposes of authenticating any Bonds issued hereunder or issued in exchange or in replacement for Bonds previously issued. Such registration of transfer shall be accomplished by the procedure and with the effect provided in the following paragraph.

The Bonds may be registered as transferred only on the bond registers of the Authentication Agreement with respect to the Bonds. No registration of transfer of any Bond shall be permitted except upon presentation and surrender of such Bond at the principal office of the Authentication Agreement, accompanied by a written assignment signed by the registered owner of such Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar. The Authority, its agents and the Bond Registrar may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon.

Upon surrender for registration of transfer of any Bond at the principal office of the Authentication Agent, the Authority shall execute and the Bond Registrar shall authenticate and deliver to the transferee or transferees a new fully registered Bond or Bonds of like series, tenor, principal amount, interest rate and maturity, dated in accordance with Section 2.02 hereof. Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bonds of the same type and series, of Authorized Denominations and of like interest rate and maturity. Every Bond presented or surrendered for registration of transfer or exchange shall (if so required by the Authority or the Bond Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Authority and the Bond Registrar duly executed by the holder thereof or his attorney duly authorized in writing. The execution by the Authority of any Bond in an Authorized Denomination shall constitute full and due authorization of such denomination and the Authentication Agent shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to any bondholder for the privilege of registration of transfer or exchange, but any bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required (i) to issue, register the transfer of or exchange any Bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Bonds selected for redemption and ending at the close of business on the day of such mailing or (ii) to register the transfer of or exchange of any Bond so selected for redemption in whole or in part.

SECTION 2.08. *Mutilated, Destroyed or Lost Bonds.*

In case any Bond shall become mutilated or be destroyed or lost, the Authority may cause to be executed and delivered a new Bond of like type, series, date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the Authority in connection therewith and, in the case of a Bond destroyed or lost, his filing with the Authority and the Bond Registrar evidence satisfactory to it that such Bond was destroyed or lost, and of his ownership thereof, and furnishing the Authority and the Bond Registrar with indemnity satisfactory to them; provided that if the registered owner of such lost, stolen or destroyed Bonds is,

or is a nominee for, the initial purchaser of the Bonds or has a minimum net worth of at least \$25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory and no further indemnity need be given. If any such Bond shall have matured, instead of issuing a new Bond, the Authority may pay or cause the Bond Registrar to pay the same.

SECTION 2.09. *Continuing Request for Completion.*

The inclusion of the foregoing provisions shall constitute (i) a continuing request from the Authority to the Clerk of the Superior Court of Gwinnett County, unless a signature shall occur by facsimile, to execute the Certificate of Validation on any replacement bonds issued pursuant hereto and (ii) the appointment of the Bond Registrar as agent for the Authority to do any and all things necessary to effect any replacement, exchange or registration of transfer.

SECTION 2.10. *Destruction of Cancelled Bonds.*

All Bonds paid, purchased or redeemed, either at or before maturity, shall be cancelled and delivered to the Bond Registrar when such payment or redemption is made. All Bonds so cancelled shall be destroyed upon their delivery to the Bond Registrar in accordance with the practice then prevailing with the Authority and record of such destruction shall be made and preserved in the permanent records of said Authority.

SECTION 2.11. *Delivery of Bonds.*

Prior to the authentication by the Authenticating Agent of the Bonds, there shall be filed with the Authenticating Agent:

(a) a certified copy of this Resolution;

(b) an opinion of Bond Counsel, addressed to the Authority to the effect that (i) the Authority has the right and power under the Act as amended to the date of such opinion to adopt this Resolution, and this Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and is valid and binding upon the Authority in accordance with its terms, and no other authorization pertaining to the Bonds is required; (ii) this Resolution pertaining to the Bonds creates the valid pledge that it purports to create of the Revenues under this Resolution, subject to the conditions permitted by this Resolution; (iii) the Bonds are binding and direct obligations of the Authority as provided in this Resolution, are entitled to the benefits of this Resolution and of the Act and have been duly and validly authorized and issued in accordance with law, including the Act and have been duly and validly authorized and issued in accordance with law, including the Act, and in accordance with this Resolution; and (iv) an opinion of Bond Counsel the interest on the Bonds is excludable from gross income for federal income tax purposes;

(c) a written order as to the delivery of such Bonds, signed by a Designated Officer of the Authority;

(d) a certified copy of the transcript of validation proceeding with respect to the Bonds concluded in the Superior Court of Gwinnett County; and

(c) such other documents, certificates and opinions as may be required by Bond Counsel rendering the opinion required by subsection (b) above.

SECTION 2.12. *Temporary Bonds.*

Pending the preparation of definitive Bonds, the Authority may execute and the Authenticating Agent shall authenticate and deliver temporary Bonds. Temporary Bonds shall be issuable as fully registered Bonds, of any denomination, and substantially in the form of the definitive Bonds but with such omissions, insertions and variations as may be appropriate for temporary Bonds. Every temporary Bond shall be authenticated by the Authenticating Agent upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Authority shall execute and shall furnish definitive Bonds and thereupon temporary Bonds may be surrendered in exchange therefor and without charge at the Principal Office of the Authenticating Agent, and the Authenticating Agent shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Resolution as definitive Bonds.

### ARTICLE III

#### REDEMPTION OF BONDS BEFORE MATURITY

##### SECTION 3.01. *Redemption.*

The ~~Series 2015~~Series 2016 Bonds may be redeemed prior to maturity as provided in the Form of the Bonds. ~~The Series 2016 Bonds are subject to mandatory redemption as provided in the Form of the Bonds.~~ The bonds are subject to redemption only in principal amounts of \$100,000 or any multiple of \$5,000 in excess thereof.

##### SECTION 3.02. *Reserved.*

##### SECTION 3.03. *Redemption of Additional Parity Bonds.*

Should the Authority hereafter elect to issue Additional Parity Bonds, it shall have the right to redeem the bonds of any such series before it redeems the ~~Series 2015~~Series 2016 Bonds, or it may redeem the ~~Series 2015~~Series 2016 Bonds before it redeems the bonds of any such future series, or it may redeem some of the ~~Series 2015~~Series 2016 Bonds at the same time it redeems some or all of the bonds of any such future series, provided that within each series, such redemption shall be in such order of maturity as the Authority shall select (other than the ~~Series 2015~~Series 2016 Bonds, the prepayment of which shall be applied in inverse order to the required payments of principal of and interest thereon) and specify and, within a maturity, by lot or in such manner as may be designated by the Authority.

##### SECTION 3.04. *Purchase of Bonds.*

Nothing herein contained shall be construed to limit the right of the Authority to purchase, with any moneys in the Debt Service Fund created by Section 4.03 hereof in excess of the amount required to be maintained in the Debt Service Fund for debt service fund purposes, Bonds in the open market at a price not exceeding the redemption price hereinabove set forth. Any such Bonds so purchased cannot be reissued and shall be canceled.

##### SECTION 3.05. *Notice of Redemption.*

Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Authority by mailing a copy of an official redemption notice by first-class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed (in whole or in part) at the address shown on the bond register on the Record Date for such payment or at such other address as is furnished in writing by such registered owner to the Authority. All official notices of redemption shall be dated and shall state: (i) the redemption date, (ii) the redemption price, (iii) if less than all outstanding Bonds are to be redeemed, the identification and CUSIP number (if any)(and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed, (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or

portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date and any conditions to such redemption and (v) if applicable, the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent. The failure of the Authority to give any such notice to a particular owner of a Bond (or any defect in such notice) or the failure of the owner of any Bond to receive any such notice as so given shall not affect the validity of the proceedings for the redemption of any other Bond as to which proper notice is given.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest, and the owner of said Bond shall not be entitled to any rights under the Resolution except the right to receive payment, and said Bond or portion thereof shall not be considered to be outstanding. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be redeemed by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new fully registered Bond or Bonds of the same series, interest rate and maturity in Authorized Denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of such Bond. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

ARTICLE IV  
REVENUES AND FUNDS

The Authority covenants and agrees:

SECTION 4.01. *Pledge of Revenues.*

Subject only to the rights of the Authority to apply amounts under the provisions of this Article IV, the Revenues are hereby pledged, conveyed, mortgaged, granted, assigned, transferred, set over and confirmed to the holders of the Bonds and their successors and assigns as security for the payment of the principal of, premium, if any, and interest on the ~~Series 2015~~Series 2016 Bonds and any Additional Parity Bonds issued pursuant to the terms of this Resolution. The pledge hereby made shall be valid and binding from and after the time of the delivery by the Paying Agent of the Bonds. The security so pledged and then or thereafter received by the Authority shall immediately be subject to the lien of such pledge. The lien on such security as a result of such pledge shall be and remain a first and prior lien having priority over any or all other obligations and liabilities of the Authority, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. Should an Event of Default exist and be continuing, the depository of the Project Fund may transfer any funds and investments in the Project Fund to the Debt Service Fund.

SECTION 4.02. *Fiscal Year.* The Project shall be operated on a Fiscal Year beginning on July 1 of each calendar year and continuing through June 30 of the next succeeding calendar year; however, should it be deemed advisable at some later date to change the Fiscal Year basis, same may be done by the adoption of proper proceedings to that effect.

SECTION 4.03. *Creation of Funds and Accounts.*

There are hereby established the following Funds, Accounts and Subaccounts to be held by the Depository, as hereinafter provided:

- (a) a Revenue Fund;
- (b) a Debt Service Fund;
- (c) a Project Fund;
- (d) a Costs of Issuance Fund; and
- (e) a Rebate Fund.

Within such Funds and Accounts the Authority may create such further accounts or subaccounts as may facilitate the administration of this Resolution.

SECTION 4.04. *Application of Bond Proceeds.*

The proceeds of the ~~Series 2015~~Series 2016 Bonds shall be applied in the following manner and amount:

(a) An amount approximately equal to ~~\$210,000~~ shall be deposited into the Cost of Issuance Fund created in Section 4.03 hereof and shall be disbursed in accordance with Section 4.06 hereof.

(b) The amounts remaining from the proceeds of the ~~Series 2015~~Series 2016 Bonds shall be deposited into the Project Fund created in Section 4.03 hereof.

SECTION 4.05. *Project Fund.*

Moneys in the Project Fund shall be disbursed to pay any amount requisitioned to, or upon the order of, the Authority to pay costs of acquiring, constructing and equipping the Project in accordance with the provisions of Section 507 of the Intergovernmental Contract. All moneys remaining in the Project Fund following completion of the Project shall be transferred to the Debt Service Fund.

SECTION 4.06. *Costs of Issuance Fund.*

Amounts on deposit in the Costs of Issuance Fund shall be disbursed, upon written instructions from the Authority by and through the City in accordance with the provisions of Article V of the Intergovernmental Contract, to pay costs of issuance incurred in connection with the issuance of the Bonds. Any amounts remaining on deposit in the Costs of Issuance Fund six months following the issuance of the Bonds shall be transferred to the Debt Service Fund.

SECTION 4.07. *Arbitrage; Rebate Fund.*

So long as the Bonds are outstanding, the Authority agrees that it will neither take nor omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and any applicable temporary, proposed or final regulations thereunder. Without limiting the generality of the foregoing, the Authority agrees to comply with Section 148(f) of the Code and applicable temporary, proposed or final regulations thereunder, as applicable, including the payment from time to time of any necessary rebate to the United States of America.

There is hereby established a Rebate Fund (the "Rebate Fund"). Any provisions in this Resolution to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder and shall not constitute part of the Revenues.

The Authority shall deposit in the Rebate Fund such amounts, at such times and from such funds and accounts, as may be necessary to provide the Authority funds sufficient to comply with the rebate requirements imposed by Section 148 of the Code. The Authority may remit part or all of the balances in the Rebate Fund to the United States.

Moneys in the Rebate Fund shall be invested in the same manner as provided in Section 4.11 of this Resolution for the investment of the Project Fund and the proceeds of such investments are to be credited to the Rebate Fund.

SECTION 4.08. *Revenue Fund.*

All Revenues, excluding amounts specifically billed to the City by the Authority pursuant to the Intergovernmental Contract for the payment of any legal fees and expenses or administrative fees and expenses with respect to the Bonds, shall be promptly deposited by the Authority upon receipt thereof for credit to the Revenue Fund. Amounts billed by the Authority to the City under the terms of the Intergovernmental Contract specifically for the payment of any legal fees and expenses or administrative fees and expenses with respect to the Bonds shall be retained by the Authority and paid directly by the Authority to the parties to whom such fees and expenses are due and owing. The Authority shall continue to maintain the Revenue Fund separate and apart from its other funds so long as the Bonds and any future issue or issues of Additional Parity Bonds hereafter issued are outstanding and unpaid or until provision shall have been duly made for the payment thereof. Moneys shall be disbursed from the Revenue Fund to the extent and in the following manner and order:

(a) There shall first be paid from the Revenue Fund into the Rebate Fund any moneys required to be therein deposited pursuant to the terms of Section 4.06 above.

(b) There shall next be paid from the Revenue Fund into the Debt Service Fund for the purpose of paying the interest on the Bonds in the then current or next succeeding Sinking Fund Year, initially commencing with the month of ~~November~~ January, 201~~5~~7, and from month to month thereafter, an amount equal to ~~one half of the interest on the Bonds coming due on the next succeeding January 1, 2016, and commencing with the month of January, 2016, and from month to month thereafter, an amount equal to~~ one-sixth of the interest on the Bonds coming due on the next succeeding January 1 or July 1, as the case may be, all such payments to continue from month to month thereafter until sufficient funds are on hand to pay all outstanding Bonds at their respective maturities; provided, however, in any event the payments into the Debt Service Fund shall be at all times sufficient to pay the interest on the Bonds as it becomes due and payable.

(c) There shall next be paid from the Revenue Fund into the Debt Service Fund for the purpose of paying the principal of and premium on the Bonds next coming due (whether by maturity, mandatory redemption or otherwise) in the then current Sinking Fund Year, initially commencing with the month of ~~November~~ January, 201~~5~~7, and from month to month thereafter, ~~an amount equal to one eighth of the principal on the Bonds coming due or subject to mandatory redemption on July 1, 2016, and commencing with the month of July 2016, and from month to month thereafter,~~ an amount equal to one-twelfth of the principal on the Bonds coming due or subject to mandatory redemption on July 1 on which principal of the Bonds is due or subject to mandatory redemption, all such payments to continue from month to month thereafter until sufficient funds are on hand to pay all outstanding Bonds at their respective maturities or mandatory redemption; provided, however, in any event the payments into the Debt Service Fund shall be at all times sufficient to pay all principal of and interest on the Bonds as they become due and payable. Each such payment into the Debt Service Fund described in this Section 4.08 may be reduced by accrued interest received upon the sale of the Bonds proceeds of the Bonds deposited into the Project Fund for the purpose of paying interest on the Bonds during the period of construction of

the Project and for six months thereafter, and any earnings on amounts deposited into the Debt Service Fund pursuant to this subparagraph (c) to the extent such amounts have not previously been credited against any such payments.

SECTION 4.09. *Debt Service Fund.*

The Authority shall deposit payments attributable to payments of principal, interest and premium in the Debt Service Fund. Moneys in the Debt Service Fund shall be disbursed for (a) the payment of the interest on the Bonds and any Additional Parity Bonds as such interest comes due, (b) the payment of the principal of the Bonds and any Additional Parity Bonds at their respective maturities, (c) the redemption of the Bonds and any Additional Parity Bonds before maturity at the price and under the conditions provided therefor in Article III of this Resolution, and (d) the purchase of Bonds in the open market; provided, however, the purchase price paid shall not exceed the authorized redemption price.

SECTION 4.10. *Amounts Remaining in Funds and Accounts.*

Any amounts remaining in any fund created hereunder after full payment of the Bonds or provision for payment thereof so that the Bonds are not deemed outstanding under this Resolution shall, after such full payment or provision shall have been made, be distributed to the Authority and returned by the Authority to the City, to the extent that no amounts are due and owing to the Authority by the City pursuant to the terms of the Intergovernmental Contract.

SECTION 4.11. *Investment of Funds.*

Moneys in the Debt Service Fund not immediately required to pay the principal and interest coming due (whether by maturity, mandatory redemption or otherwise) shall be held, managed, invested and reinvested in Government Obligations, as directed by the Authority upon instruction from the City. Any such Government Obligations shall mature no later than the earlier of the date or dates on which moneys held for the credit of the pertinent fund or account shall be required for the purposes intended or one year. Such Government Obligations so purchased shall be held in trust until paid at maturity or sold, and all income or increments therefrom shall be immediately deposited to the credit of the Debt Service Fund. The moneys in the Debt Service Fund and all securities held in and for the Debt Service Fund, and all income and increments therefrom are hereby pledged to and charged with the payment of principal of, redemption premium, if any, and interest on the Bonds and any Additional Parity Bonds issued pursuant to the terms of this Resolution.

Moneys in the Project Fund, the Costs of Issuance Fund and the Rebate Fund not immediately needed for the purposes set forth in this Article IV shall be continuously invested to the fullest extent practicable in Permitted Investments.

The Authority shall direct the investment of all moneys that may be invested upon instruction by the City. Such direction may be made in writing or may be made orally and promptly confirmed in writing. Investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required. Any investment losses shall be borne by the Fund in which the lost moneys had been deposited. Upon instruction by the City, the Authority

shall direct the sale and reduction to cash of a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amount contemplated to be paid therefrom.

Except for moneys invested to provide for payment in full of Bonds as provided in Article VI, any proceeds of Bonds issued to currently refund the Bonds (“Refunding Obligations”) shall be held and invested in noncallable and nonprepayable Government Obligations maturing no more than thirty days from the date of investment, and maturing at a time no later than required to apply the proceeds of such Refunding Obligations for the purpose for which such Refunding Obligations were issued.

Investments of moneys that may be invested may be made through repurchase agreements provided that each such repurchase agreement (a) is acceptable in form and substance to the Authority at the instruction of the City, (b) shall mature in not more than thirty days, (c) that the valuation of such Government Obligations (and any additional cash held as collateral pledged for such purpose) is at all times no less than the seller’s payment obligation, (d) provides that the Government Obligations acquired pursuant to such repurchase agreement shall be valued no less frequently than monthly at the lower of the then current fair market value thereof or the repurchase price thereof in the applicable repurchase agreement, and (e) is with any state or national bank or foreign bank with a United States branch or agency with a rating on short-term obligations (including its holding company parent or for obligations secured by its letter of credit) of P-1 or better from Moody’s and A-1 or better from S&P and a long term rating of Baa or higher by Moody’s.

SECTION 4.12. *Trust Funds.*

All moneys in the funds established under the provisions of this Resolution shall be trust funds under the terms hereof for the benefit of the holders of all Bonds and shall not otherwise be subject to prior lien or attachment of any creditor of the Authority. Such moneys shall be held in trust and applied in accordance with the provisions of this Resolution.

SECTION 4.13. *Additional Parity Bonds.*

The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the Revenue prior or equal to the lien created for the payment of the Bonds and any future issue or issues of Additional Parity Bonds herein authorized to be issued.

It is expressly provided, however, that additional revenue bonds may be issued for the purpose of refunding all or a portion of the Bonds, from time to time, ranking as to lien on the Revenues on a parity with the Bonds, provided all of the following conditions are met:

(i) The payments covenanted to be made into the Debt Service Fund, as the same may have been enlarged and extended in any proceedings authorized in the issuance of any Additional Parity Bonds, must be currently being made in the full amount as required and said accounts must be at their proper balances, and no Event of Default shall have occurred under the terms of this Resolution.

(ii) An independent and recognized firm of certified public accounts shall certify that the Authority is complying with the requirements of paragraph (i) above: provided that no such certification shall be required respecting the Additional Bonds.

(iii) The Authority shall pass proper proceedings reciting all of the above requirements have been met, shall authorize the issuance of said Additional Parity Bonds and shall provide in such proceedings, among other things, the date such Bonds shall bear, the rate or rates of interest such Bonds shall bear and the maturity dates and redemption provisions with respect to such Bonds. Any such proceeding or proceedings shall require the Authority to increase the monthly payments then being made into the Debt Service Fund to the extent necessary to provide for the payment of the principal of and interest on the Bonds and on all such Additional Parity Bonds then outstanding and on the Bonds proposed to be issued as the same mature in the then current or next succeeding Sinking Fund Year (as applicable in accordance with Section 4.07 hereof). Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Resolution.

(iv) The Authority and the City shall enter into a Supplemental Intergovernmental Contract providing for the extension of all covenants, agreements, warranties and representations, whether for payment or otherwise, relating to the ~~Series 2015~~Series 2016 Bonds and to the Project, to such Additional Parity Bonds and the project to be financed from the proceeds thereof.

(v) Such Additional Parity Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

SECTION 4.14. *Priority of Lien.*

The lien created on the Revenues by this Resolution to secure the Bonds and any Additional Parity Bonds shall be prior and superior to any lien or pledge that may hereafter be created to secure any obligations having as their security a lien on the Revenues.

ARTICLE V  
SPECIAL COVENANTS

SECTION 5.01. *Payment of Bonds.*

The Authority shall duly and punctually pay or cause to be paid from the Revenues, the principal of, interest on and premium, if any, of every Bond, at the dates and places and in the manner mentioned in the Bonds according to the true intent and meaning thereof. The principal of, and interest and premium, if any, on the Bonds are payable solely from the payments to be made by the City under the terms of the Intergovernmental Contract, from the Funds and Accounts hereunder created and otherwise as provided herein, but excluding moneys held in the Rebate Fund.

SECTION 5.02. *Acquisition and Construction of Project and its Operation and Maintenance.*

The Authority shall acquire, construct and equip, or cause to be acquired, constructed and equipped, the Project with due diligence and in a sound and economical manner.

The Authority shall at all times utilize or operate or cause to be operated the Project properly and in an efficient and economical manner, consistent with good business practices, and shall maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs and replacements so that at all times the operation of the Project may be properly and advantageously utilized.

SECTION 5.03. *Rates, Fees and Charges.*

The Authority shall at all times charge and collect rates, fees and other charges respecting the Project, as shall be required to provide Revenues at least sufficient in each calendar year, together with other available funds, to:

- (a) Pay the Authority's operating expenses allocable to the Project during such calendar year;
- (b) Produce an amount equal to the Debt Service Requirement on the Bonds for such calendar year; and
- (c) Pay all other charges or liens whatsoever payable out of Revenues during such calendar year.

The Authority will not furnish or supply any use or service of the Project free of charge to any person, firm or corporation, public or private, and the Authority will promptly enforce the payment of any and all accounts owing to the Authority by reason of the ownership and operation of the Project by discontinuing such use or service or by filing suit therefor within such reasonable period as may be established by the Authority after any such accounts are due, or by both such discontinuance and by filing suit.

SECTION 5.04. *Maintenance of Insurance.*

The Authority shall cause the City to keep the portions of the Project that are of an insurable nature and of the character usually insured by those operating properties similar to the Project insured in accordance with Section 701 of the Intergovernmental Contract.

SECTION 5.05. *Payment of Taxes and Charges.*

The Authority will cause the City to pay all taxes, assessments and other governmental charges, or required payments in lieu thereof, in accordance with Section 801 of the Intergovernmental Contract.

SECTION 5.06. *Power to Issue Bonds and Pledge Revenues and Other Funds.*

The Authority is duly authorized under all applicable laws to authorize and issue the Bonds and to adopt this Resolution and to pledge the Revenues in the manner and to the extent provided in this Resolution. Except to the extent otherwise provided in this Resolution, the Revenues so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon with respect thereto prior to, or of equal rank with, the pledge created by this Resolution, and all corporate or other action on the part of the Authority to that end has been and will be duly and validly taken. The Bonds and the provisions of the Resolution are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of the Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and funds pledged under the Resolution and all the rights of the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

SECTION 5.07. *Power to Fix and Collect Rates, Fees and Charges.*

The Authority has, and will have as long as any Bonds are Outstanding, good right and lawful power to fix and collect rates, fees and charges with respect to the Project subject to the terms of the Intergovernmental Contract or any other contracts relating thereto.

SECTION 5.08. *Sale and Lease of Property.*

As long as the Bonds or any future issue or issues of Additional Parity Bonds shall be outstanding and unpaid, the Authority shall not sell, lease, mortgage or otherwise dispose of any part of the Project, nor shall the Authority permit any part of the Project to be sold, leased, mortgaged or otherwise disposed of, except as follows:

(1) The Authority may sell or exchange, or permit the sale or exchange, at any time and from time to time any property or facilities constituting part of the Project only if (a) it shall determine that such property or facilities are not useful in the operation of the Project, or (b) the proceeds of such sale are \$100,000 or less, or (c) if such proceeds and fair value exceed \$100,000, it shall have caused the execution of a certificate of an independent engineer or architect stating, in the opinion of the signer, that the sale or exchange of such property or facilities will not impair the ability of the Authority to comply during the current or any future year with the provisions of Section 5.03. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the Project shall forthwith be deposited in the Debt Service Fund and used to pay principal on the Bonds as it comes due, whether by maturity, mandatory redemption or otherwise; and

(2) The Authority may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, or permit any such arrangements to be made, any part of the Project, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Authority or the City of the Project and (ii) does not in any manner impair or adversely affect the rights or security of the Bondholders under the Resolution; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of \$500,000 an independent engineer or architect shall first certify that the action of the Authority or the City with respect thereto does not result in a breach of the conditions under this subsection (2). Any payments received by the Authority or the City under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the Project or any part thereof shall constitute Revenues.

SECTION 5.09. *Intergovernmental Contract and Supplemental Resolutions; Amendment.*

The Authority shall collect and forthwith deposit in the Revenue Fund all amounts payable to it pursuant to the Intergovernmental Contract and attributable to the Project or payable to it from the Project or any part thereof. The Authority shall enforce the provisions of the Intergovernmental Contract and duly perform its covenants and agreements thereunder. The Authority will not consent or agree to or permit any rescission of or amendment to, terminate the Intergovernmental Contract or otherwise take any action under or in connection with the Intergovernmental Contract that will reduce the payments required thereunder or that will in any manner impair or adversely affect the rights of the Authority thereunder or the rights or security of the Bondholders under the Resolution, and any action by the Authority in violation of this covenant shall be null and void as to the Authority and the City.

SECTION 5.10. *Accounts and Reports.*

The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and each Fund and Account established under the Resolution and relating to its costs and charges under the Intergovernmental Contracts, and that, together with all other books and papers of the Authority, including insurance policies, relating to the Project, shall at all times be subject to the inspection of the holders of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

SECTION 5.11. *General Tax Covenant.*

The Authority covenants that the Bonds are being issued by the Authority in compliance with the conditions necessary for the interest on the Bonds to be excluded from gross income for federal income tax purposes pursuant to the provisions of Section 103 of the Code. It is the intention of the Authority that the interest on the Bonds be and remain excluded from gross income for federal income tax purposes, and, to that end, the Authority hereby covenants with the holders of any Bonds as follows:

(a) that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Bonds under Section 103 of the Code.

(b) that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority or take or omit to take any action in a way that would cause the Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code, or (ii) obligations that are "federally guaranteed" within the meaning of Section 149(b) of the Code. The Authority will not allow 5% or more of the proceeds of the Bonds to be used for any private business use and will not loan 5% or more of the proceeds of the Bonds to persons other than governmental units.

(c) that it will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the Authority or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the Authority will comply with all requirements of Section 148 of the Code, including but not limited to provisions requiring payment of rebate to the United States of America, to the extent applicable to the Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section it is necessary to restrict or to limit the yield on the investment of any moneys held under this Resolution, the Authority shall take such action as may be necessary.

The Authority designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

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ARTICLE VI

DISCHARGE OF LIEN

SECTION 6.01. *Discharge of Lien and Security Interests.*

If the Authority shall pay or cause to be paid the principal of, premium, if any and the interest on the Bonds at the times and in the manner stipulated therein and herein, and if the Authority shall keep, perform and observe all and singular the agreements in the Bonds and herein expressed as to be kept, performed and observed by it or on its part, then the lien hereof, these presents and the Revenues shall cease, determine and be discharged, and thereupon the Paying Agent, upon receipt by the Paying Agent of an opinion of Bond Counsel stating that in the opinion of the signer all conditions precedent to the satisfaction and discharge of this Resolution have been complied with (the "Bond Counsel Opinion"), shall cancel and discharge this Resolution, and shall execute and deliver to the Paying Agent such instruments in writing as shall be required to cancel and discharge this Resolution, except for moneys and Government Obligations held in a special account in the Debt Service Fund for the purpose of paying Bonds that have not yet been presented for payment; provided, however, such cancellation and discharge of the Resolution shall not terminate the powers and rights granted to the Paying Agent and Bond Registrar with respect to the payment, registration of transfer and exchange of the Bonds.

SECTION 6.02. *Provision for Payment of Bonds.*

Bonds shall be deemed to have been paid within the meaning of Section 6.01 hereof if:

(a) there shall have been irrevocably deposited in a special escrow account noncallable, nonprepayable Permitted Investments as defined in subparagraph (A) of the definition of Permitted Investments herein having such maturities and interest payment dates and bearing such interest as will, in the opinion of an independent certified public accounting firm of national reputation (the "CPA Opinion"), be sufficient, together with any moneys of the Authority deposited in such special escrow account and lawfully available for such purpose, for the payment of their respective maturities, sinking fund redemption dates or optional redemption dates (if such Bonds are to be redeemed prior to maturity) of the principal thereof, premium, if any, and the interest to accrue thereon to such maturity or redemption dates, as the case may be; and

(b) if any Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given irrevocable instructions to redeem such Bonds on such date.

SECTION 6.03. *Discharge of the Resolution.*

Notwithstanding the fact that the lien of this Resolution upon the Revenues may have been discharged and cancelled in accordance with Section 6.01 hereof, this Resolution and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Revenues may have been discharged and cancelled, shall nevertheless continue and subsist until the principal of, premium, if any and the interest on, all of the Bonds shall have been paid in full.

## ARTICLE VII

### DEFAULT PROVISIONS AND REMEDIES OF BONDHOLDERS

#### SECTION 7.01. *Defaults; Events of Default.*

If any of the following events occurs it is hereby defined as and declared to be and to constitute an “Event of Default” under this Resolution:

(a) Default in the payment of the principal of or interest on any Bond after the principal, premium, if any, or interest has become due, whether at maturity, any mandatory or optional redemption date, any interest payment date or upon call for redemption.

(b) Default in the performance or observance of any covenant, agreement or condition on the part of the Authority contained in this Resolution or in the Bonds (other than defaults described in Sections 7.01(a) or 7.01(c)) and failure to remedy the same after notice of the default pursuant to Section 7.09 hereof.

(c) The occurrence of an Act of Bankruptcy.

(d) A default under the terms of Section 1601 of the Intergovernmental Contract.

(e) A default under the terms of Section 1605 of the Intergovernmental Contract and failure to remedy the same after notice of the default pursuant to Section 7.09 hereof.

#### SECTION 7.02. *Remedies; Rights of Bondholders.*

Upon the occurrence of an Event of Default, the Bondholder shall have the following rights and remedies:

(a) The Bondholders may upon the occurrence of an Event of Default set forth in Section 7.01(b) or 7.01(e) above, and shall, upon the occurrence of an Event of Default set forth in Sections 7.01(a), 7.01(c) or 7.01(d) above, declare the principal of all Bonds to be due and payable immediately by notice to the Authority.

(b) The Bondholders may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, including the enforcement of any rights of the Authority or the Bondholders under the Intergovernmental Contract.

(c) The Bondholders may by action or suit in equity require the Authority to account as if it were the Bondholders of an express trust for the owners of the Bonds and may take such action with respect to the Intergovernmental Contract as the Bondholders shall deem necessary or appropriate, subject to the terms of the Intergovernmental Contract.

(d) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Bondholders under this Resolution, the Bondholders shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Project and of the revenues, issues,

earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

No right or remedy by the terms of this Resolution conferred upon or reserved to the Bondholders is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission in exercising any right or remedy accruing upon any default or Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein; and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

No Additional Parity Bonds issued pursuant to the provisions of this Resolution may be accelerated unless the Bonds are accelerated.

Any right given to the Bondholders under this Section 7.02 may be exercised by Bondholders holding more than 50% of the outstanding principal amount of the Bonds on the date of such action.

#### SECTION 7.03. *Application of Moneys.*

All moneys received by the Bondholders pursuant to any right given or action taken under the provisions of this Article, but excluding moneys on deposit pursuant to Article VI hereof shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the reasonable fees, expenses (including reasonable legal fees and expenses), liabilities and advances payable to the Bondholders, be applied, along with any other moneys available for such purposes, as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST To the payment to the persons entitled thereto of installments of interest, as provided in Section 2.02 hereof and, if the amount available shall not be sufficient to pay in full any particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds that shall have become due at stated maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which moneys are held pursuant to the other provisions of this

Resolution) and, if the amount available shall not be sufficient to pay in full such Bonds due on any particular date, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Bondholders shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Bondholders shall apply such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal and past due interest to be paid on such dates shall cease to accrue. The amount, but not the timing, of defaulted interest on a Bond shall be payable as provided in Section 2.02 hereof.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Authority, registrar, co-registrar or transfer agent and any Bondholder incurred in connection with the collection of any amount due under this Resolution or the Bonds have been paid, any balance remaining in the Funds and Accounts shall be paid as provided in Section 4.10 hereof.

#### SECTION 7.04. *Termination of Proceedings.*

In case any owner of any Bonds shall have proceeded to enforce any right under this Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Bondholders shall be restored to their former positions and rights hereunder respectively, and with regard to the property herein subject to this Resolution, and all rights, remedies and powers of the owners of Bonds shall continue as if no such proceedings had been taken.

#### SECTION 7.05. *Waivers of Events of Default.*

The Bondholders may in their discretion waive any Event of Default hereunder and its consequences and may rescind any declaration of acceleration of maturity of all the Bonds, and in case of any such waiver or rescission, then and in every such case the Authority and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon. No such waiver shall affect the rights of third parties to payment of amounts provided for hereunder.

#### SECTION 7.06. *Notice of Defaults Under Sections 7.01(b) and 7.01(e); Opportunity of Authority To*

*Cure Such Defaults.*

Anything herein to the contrary notwithstanding, no default under Section 7.01(b) or Section 7.01(e) hereof shall constitute an Event of Default until actual notice of such default shall be given to the Authority by the owners of not less than 25% in aggregate principal amount of all Bonds then Outstanding by registered or certified mail, and the Authority shall have had 60 days after receipt of such notice to correct the default or cause the default to be corrected, and shall not have corrected the default or caused the default to be corrected within the applicable period; provided, however, if the default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

ARTICLE VIII

AUTHENTICATING AGENT, PAYING AGENT, BOND REGISTRAR AND DEPOSITORIES OF MONEYS

SECTION 8.01. *Authenticating Agent, Paying Agent, Bond Registrar and Depositories.*

(a) The Clerk of the City is hereby designated as the initial Authenticating Agent, Paying Agent and Bond Registrar hereunder.

(b) **Bond Purchaser Escrow Agent under Development Agreement** is hereby designated as the initial Depository for the funds created hereunder. All moneys held by the Authority under the provisions of the Resolution shall constitute trust funds for which the Authority shall be responsible as a trustee, the Authority may deposit such moneys with one or more Depositories. All moneys deposited under the provisions of the Resolution shall be held in trust by the Authority and applied only in accordance with the provisions of the Resolution, and each of the Funds established by the Resolution shall be a trust fund for the purposes thereof.

(c) Each Depository shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Resolution.

(d) All Revenues and other moneys held by any Depository under the Resolution may be placed on demand or time deposit, if and as directed by the Authority, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. The Authority shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Resolution. All moneys held by any Depository, as such, may be deposited by such Depository in its banking department on demand deposit or, if and to the extent directed by the Authority and acceptable to such Depository, on time deposit, provided that such moneys on deposit be available for use at the time when needed. Such Depository shall allow and credit on such moneys such interest, if any, as its customarily allows upon similar funds of similar size and under similar condition or as required by law.

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ARTICLE IX

SUPPLEMENTAL RESOLUTIONS

SECTION 9.01. *Supplemental Resolutions Not Requiring Consent of Bondholders.*

The Authority may, without the consent of or notice to any of the Bondholders, adopt any resolution or resolutions supplemental to this Resolution for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution;
- (b) To grant to or confer upon the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders;
- (c) To subject to the lien of this Resolution additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Resolution or any agreement supplemental hereto in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and to add to this Resolution or an indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a trustee or a co-registrar or transfer agent;
- (f) To provide for separate accounts within the Funds established pursuant to Article IV hereof;
- (g) To permit the issuance of Additional Parity Bonds pursuant to the provisions of Section 4.13 hereof; or
- (h) To provide for the final terms of the issuance of the ~~Series 2015~~Series 2016 Bonds, including the interest rates, redemption provisions, principal maturity schedule, specification of fund custodians and depositories, whether more than one series will be issued, finalize tax covenants and application of proceeds of the ~~Series 2015~~Series 2016 Bonds and any further changes or corrections that are, in the determination of the Authority, reasonably necessary conforming or corrective changes to this Resolution as adopted. Any supplemental resolution adopted for the purpose set forth in the foregoing sentence, or any completion of finalization of this Resolution may be adopted or finalized in the form of an amendment and restatement of this Resolution.

SECTION 9.02. *Supplemental Resolution Requiring Consent of Bondholders.*

Exclusive of supplemental resolutions covered by Section 9.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding, shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any other supplemental resolution; provided, however, that nothing in this Section contained shall permit, or be construed as permitting (1) without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity date of the principal of or the interest on any Bond or any mandatory redemption date, or (b) a reduction in the principal amount of any Bond, or premium, if any, or the rate of interest thereon, or (c) a privilege or priority of any Bond over any other Bond, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental resolution, or (e) the creation of any lien other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) advance the date upon which any Bond may first be called for redemption, or (g) deprive any holder of any Bond of the security afforded by this Resolution or (2) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the established pursuant to this Resolution.

If at any time the Authority shall desire to adopt any such supplemental resolution for any of the purposes of this Section, the Authority shall cause notice of the proposed supplemental resolution to be mailed by first-class mail to each owner of a Bond at the address shown on the registration book. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Authority, following the mailing of such notice, the owners of not less than two-thirds (or all, if applicable) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such supplemental resolution shall have consented to and approved such supplemental resolution as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such supplemental resolution as in this Section permitted, this Resolution shall be and be deemed to be modified and amended in accordance therewith.

SECTION 9.03. *Supplemental Resolutions for Additional Parity Bonds.*

The provisions of this Resolution and every applicable sentence hereof shall be construed as including and being applicable to any future series of Additional Parity Bonds, as well as to the Bonds, and any such Additional Parity Bonds shall be treated for all intents and purposes, unless otherwise specifically stated, just as if they had been issued together with the Bonds and pursuant to the terms of this Resolution. Any subsequent proceedings authorizing the issuance of Additional Parity Bonds, as provided for in Section 4.13 of this Resolution, shall in no way conflict with the terms and conditions of this Resolution but shall, for all legal purposes, reaffirm all of the applicable covenants, agreements and provisions of this Resolution for the equal protection and betterment of all Bondholders.

ARTICLE X

AMENDMENT OF INTERGOVERNMENTAL CONTRACT AND OTHER DOCUMENTS

SECTION 10.01. *Intergovernmental Contract Not Requiring Consent of Bondholders.*

The Authority and the City may, without the consent of or notice to any of the Bondholders, enter into a contract or contracts supplemental to the Intergovernmental Contract from time to time. Such contracts may be for any one or more of the following purposes:

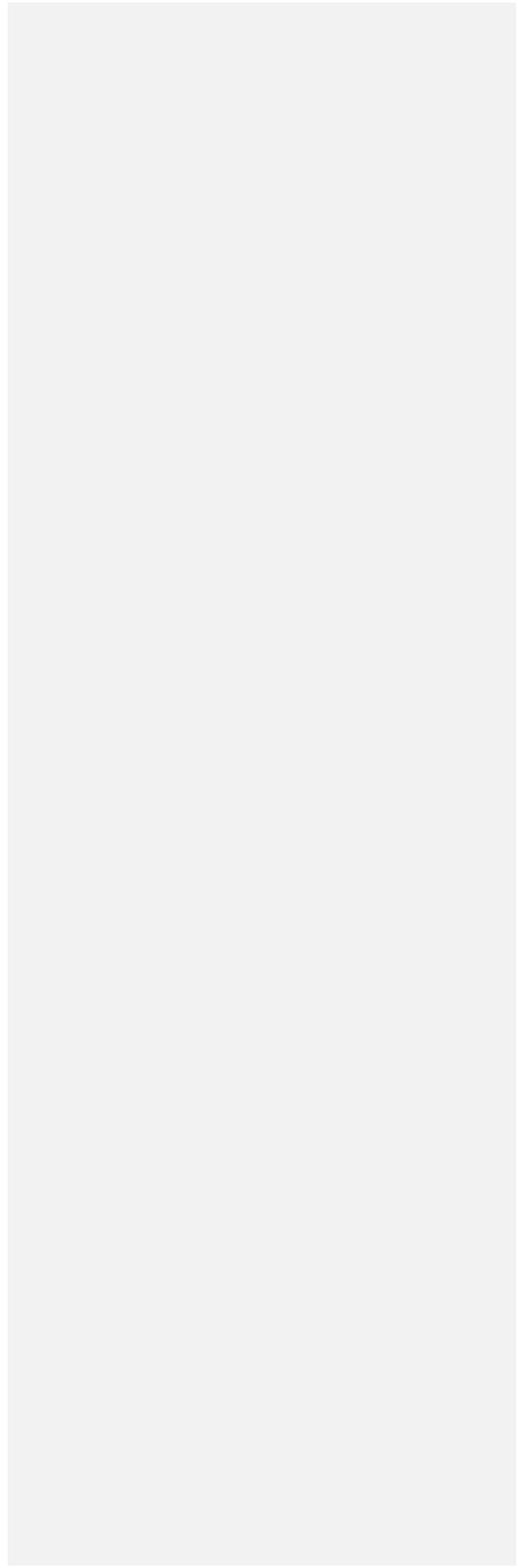
- (a) To cure any ambiguity or formal defect or omission in the Intergovernmental Contract;
- (b) To grant to or confer upon the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders, or to make any change which, is not to the material prejudice of the Bondholders; or
- (c) To subject to the lien of the Resolution additional revenues, properties or collateral.

SECTION 10.02. *Intergovernmental Contract Requiring Consent of Bondholders.*

Exclusive of Intergovernmental Contracts covered by Section 10.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding, shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority and the City of such other contract or contracts supplemental to the Intergovernmental Contract as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Intergovernmental Contracts; provided, however, no such amendment shall (i) reduce the obligation of the City to make payments under the Intergovernmental Contract sufficient to pay the Debt Service Requirement, (ii) terminate the Intergovernmental Contract, or (iii) adversely affect the rights or security of the Bondholders under this Resolution, in any case without the consent of all Bondholders.

If at any time the Authority and the City shall desire to enter into such an Intergovernmental Contract, the Authority shall cause notice of the proposed execution of such Intergovernmental Contract to be mailed by first-class mail to each owner of a Bond at the address shown on the registration book. Such notice shall briefly set forth the nature of the proposed Intergovernmental Contract and shall state that copies thereof are on file at the principal corporate office of the Bond Registrar for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Authority, following the mailing of such notice, the owners of not less than two-thirds (or all, if applicable) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Intergovernmental Contract shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Intergovernmental Contract by the City as in this Section permitted, the

Intergovernmental Contract shall be and be deemed to be modified and amended in accordance therewith.



## ARTICLE XI

### GENERAL WARRANTIES AND COVENANTS

#### SECTION 11.01. *Performance of Covenants; the Authority.*

The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in any and every Bond executed, authenticated and delivered hereunder and thereunder and in all of its proceedings pertaining hereto and thereto. The Authority warrants that it is duly authorized under the Constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and thereby and to execute this Resolution, to execute and deliver the Intergovernmental Contract, to assign the Intergovernmental Contract and amounts payable thereunder, and to pledge the Revenues in the manner and to the extent herein and therein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Resolution has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the terms thereof and hereof, except as such enforcement may be limited by laws affecting creditors rights and by judicial application of principles of equity.

#### SECTION 11.02. *Possession and Inspection of Intergovernmental Contract.*

The Authority covenant and agree that all books and documents in its possession relating to the Intergovernmental Contract and to the distribution of proceeds thereof shall at all time be open to inspection by such accountants or other agencies or persons as the other party may from time to time designate.

#### SECTION 11.03. *Provision of Documents to Bondholders.*

If any Bondholder shall request of the Authority a copy of this Resolution or the Intergovernmental Contract, the Authority shall, at the expense of the Bondholder, provide such Bondholder, with a photocopy or other copy of any such document requested.

#### SECTION 11.04. *Limitation on Liens.*

The Authority will not create or incur or suffer or permit to be created or incurred or to exist any mortgage, lien, charge or encumbrance on or pledge of any of the Revenues other than the lien of this Resolution or any further supplement hereto permitted by Article IX hereof.

#### SECTION 11.05. *Authority's Existence.*

The Authority will do or cause to be done all things within its control that are necessary to preserve and keep in full force and effect its existence, statutory rights and franchises; provided, however, that the Authority shall not be required to preserve any right or franchise if the governing body of the Authority shall reasonably determine that the preservation thereof is no longer desirable in the conduct of the affairs of the Authority and that the loss thereof is not disadvantageous in any material respect to the Bondholders.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01. *Consents, etc. of Bondholders.*

Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Authority with regard to any action taken by it under such request or other instrument, namely:

(i) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of owning the same shall be proved by the registration books of the Authority maintained by the Bond Registrar pursuant to Section 2.07 hereof.

SECTION 12.02. *Limitation of Rights.*

With the exception of rights herein expressly conferred or as otherwise provided herein, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the parties hereto and thereto, and the owners of the Bonds as herein provided.

SECTION 12.03. *Severability.*

If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein or therein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 12.04. *Notices.*

Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by first-class mail, postage redeemed, or sent by telegram or fax, addressed to the parties as follows:

Authority: Downtown Development Authority of the City of Peachtree  
Corners, Georgia  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092  
Attention: Chairman

Depository: ~~Bond Purchaser~~ Ameris Bank  
310 First Street, S.E.  
Moultrie, Georgia 31768  
Fax: \_\_\_\_\_  
Attention: Chief Financial Officer

Authenticating Agent,  
Bond Registrar and  
Paying Agent  
City of Peachtree Corners, Georgia  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092  
Attention: City Clerk

The above parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall sent.

SECTION 12.05. *Payments Due on Saturdays, Sundays and Holidays.*

In any case where the date of payment of principal of or interest on the Bonds or the date fixed for redemption of any Bonds shall be other than a Business Day, then such payment, redemption or purchase shall be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date fixed for purchase.

SECTION 12.06. *Validation.*

The Bonds shall be validated in the manner provided in the Act, and to that end, notice of the adoption of this Resolution and a certified copy thereof shall be immediately served on the District Attorney of the Gwinnett Judicial Circuit in the manner provided in the Act in order that proceedings for the confirmation and validation of the Bond and the security therefor by the Superior Court of Gwinnett County may be instituted by said District Attorney.

SECTION 12.07. *Approval of Intergovernmental Contract.*

The execution, delivery and performance by the Chairman or Vice Chairman and the attestation by the Secretary or any Assistant Secretary of the Intergovernmental Contract are hereby authorized. The Intergovernmental Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such minor changes or omissions as may be approved by the Chairman or Vice Chairman of the Authority prior to execution of the Intergovernmental Contract. The execution of the Intergovernmental Contract by the Chairman or Vice Chairman of the Authority and the attestation thereof by the Secretary or any Assistant Secretary of the Authority shall be conclusive evidence of any such approval.

SECTION 12.08. *Reserved.*

SECTION 12.09. *Approval of Action of Authority.*

All actions taken by the Authority relating to the authorization and issuance of the Bonds be and here are the same ratified, approved and confirmed. The Chairman and Vice Chairman of the Authority are hereby authorized to do all other such things necessary to provide for the performance of the transactions contemplated by this Bond Resolution, including execution of a non-arbitrage certificate on the advice of counsel.

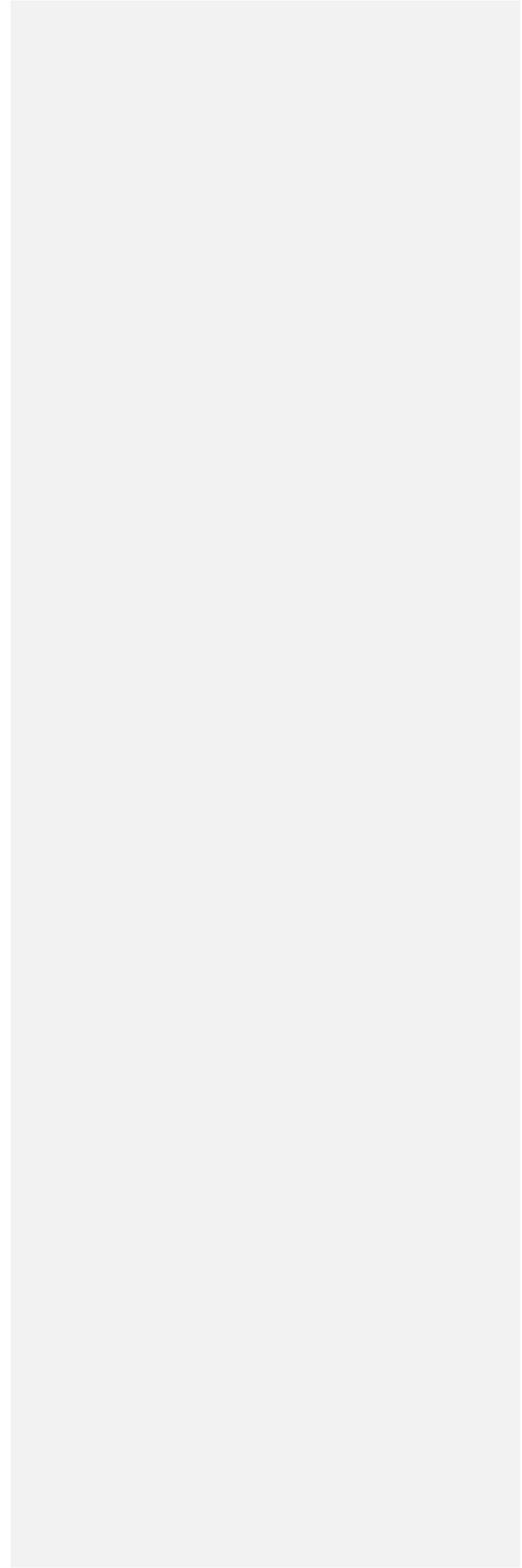
SECTION 12.10. *Effective Date.*

This Resolution shall take effect immediately upon its adoption.

DOWNTOWN DEVELOPMENT AUTHORITY OF THE  
CITY OF PEACHTREE CORNERS, GEORGIA

By: \_\_\_\_\_  
Chairman

EXHIBIT "A"  
Intergovernmental Contract



**SECRETARY'S CERTIFICATE**

NOW COMES the undersigned Secretary of the Downtown Development Authority of the City of Peachtree Corners, Georgia, keeper of the records and seal thereof, and certifies that the foregoing pages of typewritten matter constitute a true and correct copy of a Resolution duly adopted by the Authority in a public meeting properly and lawfully assembled on ~~September 21, 2015~~November 14, 2016, in compliance with Official Code of Georgia Annotated Section 50-14-1, which meeting was open to the public and at which a quorum was present and acting throughout, the original of which Resolution has been entered in the official records of the Authority and is in my official possession, custody and control and that such Resolution is in full force and effect as of the date herein below set forth.

This ~~21st~~15th day of ~~September~~December, 2015~~6~~.

\_\_\_\_\_  
Secretary

(SEAL)

**INTERGOVERNMENTAL CONTRACT**

**Between**

**DOWNTOWN DEVELOPMENT AUTHORITY OF THE  
CITY OF PEACHTREE CORNERS, GEORGIA**

**and**

**CITY OF PEACHTREE CORNERS, GEORGIA  
(PEACHTREE CORNERS TOWN CENTER PROJECT)**

This Contract, made and entered into as of ~~November 4, 2015~~December 1, 2016, by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, GEORGIA**, a public body corporate and politic, hereinafter sometimes designated as the “Authority,” and the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation and a political subdivision of the State of Georgia, hereinafter sometimes designated as the “City”;

**W I T N E S S E T H  
T H A T:**

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners, Georgia (the “Authority”) was created pursuant to O.C.G.A. Section 36-42-1, et seq. (the “Act”) for the purpose of revitalizing and redeveloping the central business districts of the municipal corporations of the State of Georgia, developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities and promoting the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporations of the State of Georgia, and has the power, among other things, to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bond, notes, or other obligations of the Authority or any other funds of the Authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the Authority is authorized to receive, accept, and use; to borrow money to further or carry out its public purpose and to execute revenue bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its revenue bonds, notes, or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Authority, to evidence and to provide security for such borrowing; to issue revenue bonds, notes, or other obligations of the Authority and use the proceeds thereof for the purpose of paying, or loaning the proceeds

thereof to pay, all or any part of the cost of any project and otherwise to further or carry out the public purpose of the Authority and to pay all costs of the authority incidental to, or necessary and appropriate to, furthering or carrying out such purpose; to contract for any period, not exceeding 50 years, with the State of Georgia, state institutions, or any municipal corporation or county of the State of Georgia for the use by the Authority of any facilities or services of the state or any such state institution, municipal corporation, or county, or for the use by any state institution or any municipal corporation or county of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the Authority contracts are authorized by law to undertake; and to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds; and, in the exercise of powers granted by this chapter in connection with any project, the Authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Authority may deem necessary or desirable; and to receive and use the proceeds of any tax levied by a municipal corporation to pay the costs of any project or for any other purpose for which the Authority may use its own funds pursuant to the Act; and

WHEREAS, under the Act, the term “project” means and includes any one or more of the following: the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, any undertaking authorized as part of a city business improvement district, any undertaking authorized in the Redevelopment Powers Law, when the downtown development authority has been designated as a redevelopment agency, or any undertaking authorized in the Urban Redevelopment Law, when the downtown development authority has been designated as an urban redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation; and any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determine, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act; and

WHEREAS, pursuant to the Revenue Bond Law, O.C.G.A Section 36-82-60, et seq., the City of Peachtree Corners, Georgia (the “City”) is authorized to, among other things,

own, operate and maintain public parking areas and public parking buildings and land and facilities so as to relieve abnormal unemployment conditions; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause") permits any county, municipality, school district, or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that it is in the best interest of the Authority and the City, respectively, to acquire, install, refurbish, redevelop and equip public parking facilities and certain other related real and personal property (the "Project") located on or about Peachtree Parkway and Medlock Bridge Road in Peachtree Corners, Georgia (the "Property"), substantially in accordance with certain Preliminary Plans, attached to this Contract, as amended and supplemented from time to time (the "Plans and Specifications"), for the purpose of, among other things, inducing certain private development and redevelopment near such Property; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that such Project is in furtherance of (a) the Authority's public purpose to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this State by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Peachtree Corners and for the revitalization and redevelopment of its central business district all in accordance with the Act, and (b) the City's public purposes of operating for the benefit of the general welfare of its citizens, which includes the relief of abnormal unemployment; and

WHEREAS, the Authority and the City have determined to enter into an intergovernmental contract pursuant to the Act and the Intergovernmental Contracts Clause, providing for the lease of the Project to the City by the Authority, the acquisition, construction and equipping of the Project by the City on behalf of the Authority, and the issuance of bonds to finance the Project for lease to the City in consideration of the City's agreement to pay rentals to the Authority equal in amount to principal and interest on such bonds; and

WHEREAS, at the request of the City, the Authority has agreed to issue its Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~ Series 2016 in an aggregate principal amount not to exceed \$15,250,000 (the "Bonds") pursuant to the hereinafter defined Bond Resolution, and to provide funds from the proceeds of the Bonds to finance or refinance all or a portion of the cost of the acquisition, construction and equipping of the Project and the payment of certain costs of issuance of the Bonds, and to lease the Project to the City pursuant to the terms of this Contract; and

WHEREAS, subsequently, the Authority and City agreed to delay the issuance of the Series 2016 Bonds and have now determined to issue the Series 2016 Bonds in a principal amount of \$5,210,000, with any additional bond financing to be provided for later, which additional financing is anticipated to be in approximately the principal amount of \$5,130,000; and

WHEREAS, in order to enable the Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Authority to have a binding contract with the City in accordance with the provisions of the Act and the Intergovernmental Contracts Clause, providing for (i) the approval of the Project as described above and as more particularly described in the Plans and Specifications, (ii) the lease of the Project to the City by the Authority, and (iii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, shall be pledged as security for the payment of Bonds of the Authority;

**NOW, THEREFORE:**

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I**

**TERM AND DEFINITIONS**

**Section 101. Term.**

This Contract is dated as of ~~November 1, 2015~~December 1, 2016, its effective date, and shall terminate at the close of business on the date of the final maturity and payment or defeasance of all outstanding Bonds, or any refunding Bonds issued with respect thereto, but in any event shall terminate no later than midnight on October 31, 2055. This contract constitutes and contains a lease of the Project from the Authority to the City.

**Section 102. Definitions.**

(a) Those words that are defined in the Act shall have the same meaning when used herein as defined in the Act.

(b) Those capitalized terms used herein that are not defined shall have the meaning ascribed thereto in the hereinafter defined Bond Resolution.

(c) As used herein, the term:

(1) “Annual Project Costs” shall mean the Project Costs applicable to a Fiscal Year.

(2) “Authority” shall mean the Downtown Development Authority of the City of Peachtree Corners, Georgia, a public body corporate and politic, or any successor to the duties or functions of the Authority.

(3) “Authorized City Representative” shall mean the person or persons at the time designated, by written certificate furnished to the Authority, as the person or persons authorized to act on behalf of the City. Such certificate shall contain the specimen signature of such person or persons, shall be signed on behalf of the City by its Mayor and may designate an alternate or alternates. The Authorized City Representative may, but need not be, an employee of the City.

(4) “Bond Resolution” shall mean the Amended and Restated Revenue Bond Resolution (Peachtree Corners Town Center Project) adopted by the Authority on ~~September 21, 2015~~ November 14, 2016 for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution is on file in the records of the Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(5) “Bonds” shall mean the Bonds issued by the Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, and shall include refunding Bonds issued pursuant to the provisions of Section 202 hereof.

(6) “Code” shall mean the Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

(7) “Completion Certificate” shall mean the certificate delivered by the Authorized City Representative pursuant to Section 501 hereof evidencing completion of construction of the Project, acceptance thereof by the City, and certain other matters.

(8) “Completion Date” shall mean the date of final acceptance of the Project by the City as evidenced by the delivery of the certificate required by Section 501 hereof.

(9) “Construction Contract” shall mean any construction contract or contracts between the City (acting in its capacity as the Authority's agent pursuant to this Contract) and any contractor and between any contractor or subcontractor and his immediate subcontractor regarding construction of the Project, a copy of each of which is or will be on file with the City.

(10) “Contract” refers to this Intergovernmental Contract.

(11) “City” shall mean the City of Peachtree Corners, Georgia, a municipal corporation and a political subdivision of the State of Georgia, or any public body or political subdivision succeeding to its respective rights and powers, duties or functions.

(12) “Debt Service” shall mean debt service on the Bonds.

(13) “Event of Default” shall mean the event described in Section 1601 and Section 1605 of this Contract.

(14) “Fiscal Year” shall mean the annual period as established by the Authority from time to time, initially commencing each January 1.

(15) “Optional Payment Date” shall mean any date during the term of this Contract upon which the City may unconditionally purchase the Project for the then applicable Option Price as provided in Section 1302 hereof.

(16) “Option Price,” in the case of an Optional Payment Date occurring pursuant to Sections 404 and 1302 hereof, shall mean the Option Price determined in accordance with said Section 1302, plus any outstanding but unpaid Project Costs.

(17) “Permitted Encumbrances” shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent or that the City may, pursuant to the provisions of Section 801 hereof, permit to remain unpaid; (ii) this Contract; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions that an Authorized City Representative certifies to the Authority will not interfere with or impair the Project; and (iv) such minor defects, irregularities, encumbrances or clouds on title as normally exist with respect to property similar in character to the Project.

(18) “Plans and Specifications” shall mean those certain Preliminary Plans, attached hereto as Exhibit “A,” as amended from time to time.

(19) “Project” shall mean the completion of (i) the acquisition, construction and equipping of a parking deck and certain related real and personal in the City, substantially in accordance with certain Plans and Specifications, (ii) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses, (iii) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate and any other charges payable by the Authority reasonably allocable by the Authority to the operation, servicing and maintenance of the Project and the financing thereof, and (iv) reasonable working capital determined to be necessary by the Authority to place the Project in operation and to operate the Project during the life of the Project.

(20) “Project Cost” shall mean the Project Cost defined in Section 302 hereof.

(21) "Project Fund" shall mean the Project Fund established in Section 4.03 of the Bond Resolution.

## ARTICLE II

### CERTAIN OBLIGATIONS OF THE AUTHORITY AND THE CITY

#### **Section 201. Issuance of Bonds and Acquisition, Construction and Equipping of Project.**

The Authority is hereby authorized to issue, and hereby agrees to issue, the Bonds in an aggregate principal amount not to exceed \$15,250,000 pursuant to the Bond Resolution and to apply the proceeds of the Bonds to the costs of acquiring, constructing and equipping the Project substantially in accordance with the Plans and Specifications for lease to the City and paying costs of issuance of the Bonds. In consideration of the issuance of the Bonds and the acquisition, construction and equipping of the Project, the City hereby agrees to lease the Project from the Authority and to pay, as rent for the Project, amounts equal to the principal (whether at maturity, upon mandatory redemption or otherwise), interest and premium, if any, on the Bonds and any additional Project Costs attributable to the Project. The Bonds shall have a final maturity not in excess of 15 years from the date of issuance of the Bonds.

#### **Section 202. Refunding Bonds.**

The Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

#### **Section 203. Report.**

The City shall provide to the Authority, in such form as shall be reasonably requested by the Authority, any and all documents, releases, financial statements and other information necessary to enable the Authority to comply with any disclosure or other reporting requirement, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the City, the Authority or the issuance and sale of the Authority's bonds or debt obligations, by law, judicial decision, regulation, rule, agreement or policy, or any lender, purchaser or credit support provider for the Bonds. Such information shall be provided by the City from time to time as requested by the Authority, but in any case no less frequently than shall enable the Authority to comply with any such law, judicial decision, regulation, rule, agreement or policy in a timely manner.

**Section 204. Records and Accounts.**

The Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds, which records and accounts shall be available for review upon request by the City.

**Section 205. Rate Covenant**

The City will establish, maintain and collect rates and charges for the service and use of the Project so as to provide revenues sufficient, together with other revenues or funds available to the City for such purposes, to enable the City to pay to the Authority all amounts payable under this Contract and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the City.

**ARTICLE III**  
**LEASE OF THE PROJECT**

**Section 301. Lease of the Project.**

The Authority does hereby rent, lease and demise to the City, and the City does hereby take, accept and lease from the Authority, the Project, subject to Permitted Encumbrances, on the terms and conditions and for the purposes herein set forth, together with all easements, rights and appurtenances in connection therewith or thereto belonging, to have and to hold for the term of this Contract.

**Section 302. Rentals.**

The Authority hereby agrees to acquire, construct and equip the Project from the proceeds of the Bonds, by and through the City as its exclusive agent pursuant to Section 501(a) of this Contract, as provided in Article V of this Contract and Article IV of the Bond Resolution. The City hereby agrees, in consideration thereof, to make rental payments for the Project to the Authority equal to principal (whether at maturity, upon mandatory redemption or otherwise) of, and interest on the Bonds as they come due as set forth in Exhibit "B" hereto and incorporated herein by reference, together with all amounts due or to become due in respect of the Authority's ownership and operation of the Project pursuant to the terms of this Contract or the Bond Resolution, including without limitations, all amounts required to be deposited into any funds or accounts required or permitted to be established pursuant to the Bond Resolution, as and when such deposits are required to be made, and reasonable costs and expenses incurred by the Authority related to the Project or the Bonds, including without limitation, reasonable attorney's fees (collectively, the "Project Costs"). The City shall pay such rental payments during the term of this Contract for and in consideration of the right of use of the Project, and the continued quiet use and enjoyment of the Project for and during the term of this Contract. The parties hereto have agreed and determined that such payments represent the fair rental value of the Project. In making such determination, consideration has been given to the costs of financing the acquisition, construction and equipping of the Project, the uses and purposes that will be served by the Project and the benefits therefrom that will accrue to the parties to this Contract and the general public by reason of the Project.

## ARTICLE IV

### RENTALS PAYABLE; PREPAYMENT OF RENTALS

#### Section 401. Payment Obligations.

The City hereby agrees to pay all Project Costs at the time and in the manner as they come due, including specifically but not limited to amounts coming due as principal (whether at maturity, upon mandatory redemption or otherwise) of and interest on the Bonds as set forth in Exhibit "B" hereto and heretofore incorporated by reference, directly to and for the applicable account of the Authority as provided in Article IV of the Bond Resolution. The obligation of the City to pay promptly its obligation under Section 301 or 302 hereof is for the benefit of, among others, the owners of the Bonds and shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Authority of any obligation to the City or the breach by the City of any obligation to the Authority, whether hereunder or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by the City to the Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with Article VI of the Bond Resolution, the City (a) shall not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract and (c) will not terminate this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority to complete any project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any project or any of the Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any project or of any of the Authority's facilities, commercial frustration of purpose, or finding that any of the Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract or otherwise.

#### Section 402. Pledge of Payments.

All payments required to be made by the City pursuant to the provisions of this Article IV shall be pledged to secure the payment of the Bonds.

#### Section 403. Levy of Tax for Payment.

(a) The obligations of the City to pay its obligation under Section 301 or 302 hereof when due, and to perform its other obligations hereunder, are absolute and unconditional general obligations of the City as herein provided. The City hereby pledges its full faith and credit and taxing power, unlimited as to rate or amount, to the payment and

performance of its obligation under Section 301 and 302 hereof with respect to the ~~Series 2015~~Series 2016 Bonds. In the event the amount of funds lawfully available to the City is not sufficient to pay its obligation under Section 301 and 302 hereof when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such unlimited rate or rates, as may be necessary to produce in each calendar year revenues that shall be sufficient to fulfill the City's obligations hereunder. From such revenues there shall be appropriated, prior to any other appropriations with respect to the Project, sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the payments provided for herein. The City shall budget and levy the amounts necessary to pay Debt Service on the ~~Series 2015~~Series 2016 Bonds for the City's upcoming fiscal year. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to pay its obligation under Section 301 and 302 hereof, and such lien is superior to any that has heretofore been made or that can hereafter be made; provided, however, the City may create a lien on a parity with the lien created herein in connection with the issuance of Additional Parity Bonds.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any of its obligations under Section 301 and 302 hereof that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to pay its obligation under Section 301 and 302 hereof shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall pay its obligation under Section 301 and 302 hereof to the Authority for deposit to the Revenue Fund if for any reason the payment of such obligations shall not otherwise have been made.

#### **Section 404. Optional Prepayment of Rentals.**

~~Beginning on \_\_\_\_\_, 20\_\_\_\_,~~ The City shall have, and is hereby granted, the option to prepay all of the rentals payable under Section 302 hereof and to

purchase the Project at the Option Price provided in Section 1302 hereof. To exercise such option, the City shall give written notice to the Authority of its exercise of the option granted in this Section 404 no less than ten (10) days in advance of the Authority's notice requirement for the optional redemption of Bonds under the terms of the Bond Resolution. The Authority's notice of optional redemption as required under the terms of the Bond Resolution shall specify therein (i) the date of prepayment, which date shall be not less than forty-five (45) days nor more than sixty (60) days from the date the notice is given and (ii) the Bonds to be redeemed from the prepayment of such rentals pursuant to the terms of Article III of the Bond Resolution. No prepayment of any amount in accordance with the provisions of the preceding subsection shall relieve the City to any extent from its obligations thereafter to make the full payment of its obligations under Section 301 and 302 hereof until all the ~~Series 2015~~Series 2016 Bonds issued under the Bond Resolution and the interest and any premium thereon and any other charges required hereunder have been paid in full. †

**Section 405. Enforcement of Obligations.**

The obligation of the City to make payments under Section 301 and 302 hereof may be enforced by (a) the Authority, (b) the owners of any ~~Series 2015~~Series 2016 Bonds, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the payments under Section 301 and 302 hereof, shall be enforceable by the right to bring any suit, action or proceeding at law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such City sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

## ARTICLE V

### ACQUISITION, CONSTRUCTION AND FINANCING OF THE PROJECT

#### Section 501. Acquisition and Construction of the Project.

(a) Following the delivery of this Contract, the Authority, by and through the City as hereinafter provided, will cause the Project to be acquired, constructed and equipped from the proceeds of the Bonds pursuant to the provisions of Article IV of the Bond Resolution. The Authority hereby appoints the City as its exclusive agent for the purpose of constructing or causing the construction of the Project in accordance with the provisions of this Article V and Article IV of the Bond Resolution, all pursuant to the Plans and Specifications and in accordance with the terms and conditions for such construction of the Project as provided in this Article V. The City, as agent of the Authority for such purpose, assumes all rights, duties and responsibilities of the Authority regarding supervision of the construction of the Project as are granted to or imposed upon the Authority pursuant to this Contract, including but not limited to requesting disbursements from the Project Fund for such purpose on behalf of the Authority. The Authority shall cooperate with the City, as requested by the City, in connection with the acquisition, construction and equipping of the Project. Notwithstanding anything herein to the contrary, the Authority shall have the right but not the obligation to take any actions hereunder to cause the Project to be acquired, constructed and equipped; provided, that title shall be and shall remain in the Authority in accordance with the terms of this Contract. The City may acquire title to the road related portions of the Project at any time upon the payment of \$10.00, such acquisition shall in no way modify the City's other obligations hereunder.

(b) The completion of construction of the Project under this Contract, the payment or provision made for payment of all costs of acquiring, constructing and equipping the Project and expenses incident thereto ("Costs of the Project") under this Contract, and the acceptance of the Project, or any portion thereof, by the City shall be evidenced by the filing with the Authority of the certificate of an Authorized City Representative stating that the Project has been substantially completed and has been accepted by the City and all Costs of the Project have been paid, except for any amount estimated by such Authorized City Representative to be necessary for payment of any Costs of the Project not then due and payable.

(c) If an Event of Default shall occur prior to the delivery of the Completion Certificate, the moneys remaining in the Project Fund may be utilized by the Authority to complete construction of the Project or may be disbursed to the Authority as prepayment for rentals hereunder.

(d) The City hereby covenants, to the extent permitted by applicable law, to use other legally available funds and to seek additional legally available funds to the extent necessary to complete the acquisition, construction and equipping of the Project as herein required, or to make certain design changes in the Project (so long as such changes do not

cause the Project to be used for purposes other than lawful purposes of the City) to the extent necessary to complete the Project with moneys then available for such purposes in the Project Fund.

(e) The City shall make all Construction Contracts and do all things necessary for the acquisition, construction and equipping of the Project and shall use its best efforts to cause such acquisition, construction and equipping of the Project to be completed by July, 2017; but if for any reason such acquisition, construction and equipping is not completed by said date, there shall be no diminution in or postponement of the rentals provided by Section 401 hereof to be paid by the City.

(f) The City hereby agrees that in order to effectuate the purposes of this Contract it will make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things legally permissible that may be requisite or proper, all for completing the acquisition, construction and equipping of the Project as herein provided.

**Section 502. Reimbursements to City.**

The City may be reimbursed from the Project Fund for Costs of the Project incurred or payments made by advances or otherwise by the City.

**Section 503. Change Orders.**

The City, without approval of or notice to the Authority, may issue change orders altering the Plans and Specifications during the course of the Project; provided, however, that unless sufficient additional funds are deposited by the City under this Contract into the Project Fund (a) the cost of the Project shall not exceed that which is established on the date of issuance of the Bonds, and (b) the cost of change orders shall not exceed the amount then available therefor in the Project Fund, provided that the Project is then on budget within the amount initially determined as needed to complete the Project. Before issuing any such change orders that, together with all other change orders, would increase the aggregate cost of the Project beyond that initially established in the Project Fund, the City shall arrange to pay the increased cost resulting from such change orders and shall deposit funds sufficient to pay such increased cost with the Depository for deposit in the Project Fund; provided, however, that nothing herein shall be construed to require the City to deposit any such funds for purposes of this Section 503 other than from moneys legally available therefor and appropriated or otherwise specifically provided for such purpose.

**Section 504. Construction Contracts; Right to Inspect Project Documents.**

(a) The City, on behalf of Authority, or the Authority on its own behalf, in lieu of providing for employees of the City to acquire, construct and equip the Project, may award a Construction Contract or Construction Contracts for the Project to a contractor or contractors licensed under the laws of the State of Georgia, and such Construction Contract or Construction Contracts shall be awarded in compliance with applicable ordinances and laws and following such procedures as the City has determined to be in the best interests of the City for the Project on a timely and cost effective basis.

(b) The City agrees that upon the occurrence of an Event of Default, or otherwise upon the termination of the authority of the City to complete the construction of the Project pursuant to this Contract, and upon receipt of a written request from the Authority, it will assign to the Authority all of its right, title and interest in and to all Construction Contracts and other documents related to the Project (collectively, the "Project Documents").

(c) The City shall have and keep on file and make available for inspection by the Authority copies of the Project Documents throughout the term of this Contract, or as soon after the commencement of the term of this Contract as such Project Documents shall become available to the City. Neither the Project Documents nor any change or amendments thereto shall (i) cause the Project to be used for any purpose prohibited by this Contract or by the Constitution and laws of the State of Georgia; (ii) result in a material reduction in the fair rental value of the Project as contemplated by Section 302 hereof; or (iii) adversely affect the ability of the City to meet its obligations hereunder.

(d) The net proceeds of any performance or payment bond respecting the Project is to be paid into the Project Fund if received before the Completion Date, or if received thereafter will be paid to the Authority to be applied to the prompt repair or restoration of the Project.

**Section 505. Remedies Against Contractors.**

The City shall proceed promptly, either separately or in conjunction with others, to pursue diligently its remedies against any contractor or subcontractor that is in default under any of the Construction Contracts and/or against each surety on any bond securing the performance of such Construction Contract. The net proceeds recovered by way of the foregoing, after reimbursement to the City for any unreimbursed expenditure of the City for correcting or remedying such default, will be paid into the Project Fund prior to the delivery of the Completion Certificate or, if received thereafter, to the Authority to be applied as set forth in Section 504 above.

**Section 506. Financing of the Construction of the Project.**

For the purpose of paying the Cost of the Project, the Authority shall cause a portion of the proceeds of the sale of the Bonds to be deposited into the Project Fund created under Section 4.03 of the Bond Resolution and applied as set forth in Section 507 below.

**Section 507. Disbursements from the Project Fund.**

(a) The Authority shall establish a fund in the Authority's name in accordance with the terms of Section 4.03 of the Bond Resolution designated the "Peachtree Corners Town Center Project Fund" (the "Project Fund"). The City, as agent of the Authority as provided in this Article V, is hereby authorized and directed to make requisitions from the Project Fund in the manner set forth in Section 4.05 of the Bond Resolution to pay the Costs of the Project, the reimbursement of the City for Costs of the Project incurred or payments made by advances or otherwise by the City. All payments from the Project Fund shall be made by check of the City against the Project Fund, together with a written requisition or requisitions signed by the Authorized City Representative that shall:

(A) set forth the amounts of the Costs of the Project to be disbursed and the person or persons to whom said amounts are to be disbursed;

(B) state that the amounts to be disbursed constitute Costs of the Project (attaching a copy or record of the applicable invoice), that said amounts are required to be disbursed pursuant to a contract or purchase order entered into therefor by or on behalf of the City, or were necessarily and reasonably incurred, and that said amounts are not being paid in advance of the time, if any, fixed for payment;

(C) state that no amount set forth in the requisition was included in any requisition previously filed with, and paid by, the Authority pursuant to this Section;

(D) state that the amount remaining in the Project Fund from which such disbursement is to be made, together with interest earnings on that amount, plus investment earnings on other funds, that will be transferred into such Project Fund, will, after payment of the amount set forth in the requisition, be sufficient to pay all remaining Costs of the Project for the Project as then estimated;

(E) in the case of increased Costs of the Project, state that the amount of such increase has been or is thereupon being deposited with the Authority; and

(F) in the case of disbursement of final payment of such Costs of the Project, state that all such Costs of the Project have then been, or are thereupon being, paid and that the Project has been finally accepted by the City in accordance with the Completion Certificate delivered simultaneously therewith.

(b) The City hereby agrees to deliver to the Authority upon final acceptance of the Project the Completion Certificate required by Section 501(b) hereof. Following the delivery of the Completion Certificate and in any event prior to the third anniversary of the date of delivery of this Contract, any amounts remaining in the Project Fund shall be applied as a partial prepayment of the rentals under this Contract as provided for in Section 404 hereof.

(c) In approving any written requisition, the Authority may rely as to the completeness and accuracy of all statements in any and all such written requisitions, and the City hereby covenants and agrees, to the extent permitted by law, to indemnify and save harmless the Authority from any liability incurred in connection with any written requisition so approved, but only from moneys duly appropriated and legally available for such purpose.

**Section 508. Investment of Funds.**

Any moneys held as a part of the Funds and Accounts established pursuant to Article IV of the Bond Resolution shall be invested or reinvested by the Authority from time to time as directed by an Authorized City Representative as provided in Section 4.11 of the Bond Resolution. The City agrees to direct the investment of such Funds and Accounts pursuant to Article IV of the Bond Resolution. The Authority shall have no individual liability for investments made in accordance with this Section 508.

**Section 509. Special Arbitrage Certifications.**

The City and the Authority each certify and covenant for the benefit of the holders of the Bonds that moneys on deposit in any fund or account in connection with this Contract, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in a manner that will cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code and any regulation promulgated or proposed thereunder. The Authority and the City covenant not to take any action or omit to take any action that would cause the Bonds to be classified as “arbitrage bonds” within the meaning of Section 148 of the Code. To that end, the City and the Authority will comply with all requirements of Section 148 of the Code, including but not limited to provisions requiring payment of rebate to the United States of America, to the extent applicable to the Bonds. In the event that at any time either the City or the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held under the Bond Resolution, the City and the Authority shall take such action as may be necessary.

**Section 510. Annual Budgets and Financial Statements**

(a) Commencing with the City's first Fiscal Year commencing after the date of execution and delivery of this Contract, the City shall furnish to the Authority and each registered owner of the Bonds copies of each annual budget of the City within ten (10) days after the filing of the adopted budget with its governing body. The covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the agreements and covenants in this Contract agreed to be carried out and performed by the City.

(b) During the term of this Contract, the City shall provide the Authority and each registered owner of the Bonds annually, within one hundred eighty (180) days after the end of each Fiscal Year, its general purpose financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which general purpose financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants.

**ARTICLE VI**

**MAINTENANCE AND OPERATION**

**Section 601. Maintenance and Operation.**

The City shall, at its own expense, maintain, manage and operate the Project and all improvements thereon in good order, condition and repair, ordinary wear and tear excepted. The City shall provide or cause to be provided all utility and other services. It is understood and agreed that in consideration of the payment by the City of the rentals herein provided for, the Authority is only obligated to provide the Project in the manner and to the extent herein provided, and the Authority shall not have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the term of this Contract. The City shall keep the Project and any and all improvements thereto free and clear of all liens, charges and encumbrances, except for the Permitted Encumbrances and those caused or consented to by the Authority.

**Section 602. Care of the Project.**

(a) The City shall take good care of the Project and the fixtures and appurtenances, and suffer no waste or injury thereto, ordinary wear and tear excepted. The City will pay for all damage to the Project, its fixtures and appurtenances due to any waste, misuse or neglect by the City, its agents, servants, employees, independent contractors, licensees or invitees. In addition, the City shall comply with all applicable federal, state, county and city statutes, rules, regulations and ordinances.

(b) There shall be no allowance to the City for a diminution in or abatement of rentals and no liability on the part of the Authority by reason of inconvenience, annoyance or injury to business arising or resulting from the Authority, the City or others making repairs, alterations, additions or improvements in or to any portion of the Project, or in or to fixtures, appurtenances or equipment thereof, and no liability upon the Authority or allowance for a diminution in or abatement of rentals for failure of the Authority or others to make any repairs, alterations, additions or improvements in or to any portion of the Project, or in or to the fixtures, appurtenances or equipment thereof. The foregoing shall not be construed to mean that the Authority has any such obligations.

(c) The Authority shall not be liable for, and there shall be no diminution in or abatement of rentals for, any loss or damage to the Project.

(d) The City's taking possession of the Project or any portion thereof shall be conclusive evidence against the City that the Project or such portion thereof was in good order and satisfactory condition when the City took possession thereof and that all work, if any, to be done on the Project pursuant to the terms hereof has been completed to the City's satisfaction; provided, however, the City's taking possession as herein provided shall be without prejudice to any rights against third parties that exist at the date of taking such possession or that may subsequently come into being. No promises of the Authority to alter, remove, improve or clean the Project and no representations respecting the condition of the Project have been made by the Authority to the City, unless the same is expressly stated herein or made a part hereof.

**Section 603. Loss and Damage.**

All of the City's personal property of any kind that may be on or about the Project or placed in the custody of any of the City's employees or agents shall be held at the sole risk of the City, and the Authority shall have no liability to the City for any theft or loss thereof or damage thereto from any cause whatsoever.

**ARTICLE VII**  
**INSURANCE PROVISIONS**

**Section 701. Insurance.**

(a) The City shall at all times maintain or cause to be maintained with responsible insurers insurance on the Project against (i) accident to, loss of or damage to such properties in an amount not less than \$15,250,000 and (ii) claims for property damage, bodily injury or death occurring upon, in or about the Project in an amount not less than \$1,000,000 liability to any one person for bodily injury, \$1,000,000 to any one person for property damage and \$1,000,000 liability for any one accident or occurrence.

(b) All insurance herein provided for shall be effected under policies issued by insurers of recognized responsibility, licensed or permitted to do business in the State of Georgia. As an alternative to the requirement of subsection (a), the City may insure such property to the same extent under a blanket insurance policy or policies that cover not only such property but other properties; or, at the City's option, it may self insure such property to the same extent.

(c) All policies or certificates issued by the respective insurers for insurance shall provide that such policies or certificates shall not be canceled or materially changed without at least thirty (30) days' prior written notice to the Authority. Certificates of insurance listing such policies shall be deposited with the Authority together with appropriate evidence of payment of the premiums therefor, and, at least thirty (30) days prior to expiration dates of expiring policies or contracts held by the Authority, copies of renewal or new policies or contracts or certificates shall be deposited with the Authority, together with evidence of payment of premiums therefor.

(d) All policies of insurance (except the policy of public liability insurance) shall provide that the proceeds thereof shall be payable to the Authority. The net proceeds of insurance deposited shall be applied as follows: (a) to the prompt repair, replacement, restoration, modification or improvement of the damaged or destroyed portion of the Project if a certificate of the Authorized City Representative states that such net proceeds, together with any other funds lawfully available to the City for such purpose, are sufficient to pay in full the costs of such repair, replacement, restoration, modification or improvement, and the Authority shall disburse moneys as so directed by such Authorized City Representative upon receipt of a written requisition in substantially the form described in Section 503 hereof; or (b) to the prepayment, in whole or in part, of the Option Price in accordance with Section 1001(c)(ii) hereof but only upon receipt of a certificate of the Authorized City Representative directing such an application of the funds.

(e) The City shall file with the Authority annually, within one hundred twenty (120) days after the close of each calendar year, a written statement of the City containing a summary of all insurance policies then in effect with respect to the Project and stating that the insurance carried by the City satisfies the requirements of this Section 701.

## ARTICLE VIII

### TAXES

#### Section 801. Taxes.

(a) The Authority and the City understand and agree that the Project constitutes property free and exempt from all taxation; provided, however, that the Authority agrees, to the extent legally permissible, to cooperate with the City, upon written request by the City, to contest any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The City agrees to reimburse the Authority for any and all taxes, costs and expenses thus incurred by the Authority, together with interest thereon at 10% per annum.

(b) Notwithstanding Section 801(a) hereof, in the event that the Project or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body that may be secured by a lien against the Project, additional amounts shall be paid by the City, as Project Costs assessed, equal to the amount of all such taxes, assessments and governmental charges then due. With respect to special assessments or other governmental charges that may be lawfully paid in installments over a period of years, the City shall be obligated to provide for such additional Project Costs only for such installments as are required to be paid during any Fiscal Year. The City shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Project or any portion thereof (including, without limitation, any taxes levied upon the Project or any portion thereof that, if not paid, will become a charge on the revenues of the Project or any portion thereof prior to or on a parity with the charge thereon, or any interest therein (including the interest of the Authority) or the revenues derived therefrom or hereunder.

## ARTICLE IX

### ALTERATIONS, ADDITIONS AND IMPROVEMENTS

#### Section 901. Alterations, Additions and Improvements to the Project.

The City shall have the right during the term of this Contract to make any alterations, additions or improvements of any kind; structural or otherwise, as it shall deem necessary or desirable, on or to the Project, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Project; provided, however, that no such alteration, addition or improvement shall materially reduce or otherwise adversely affect the value of the Project or the fair rental value thereof or materially alter or change the character or use of the Project or impair the exclusion of interest on the Bonds from gross income of the holders thereof for federal income tax purposes.

**Section 902. Title to Alterations, Additions and Improvements.**

Except as provided in Section 903 hereof, all such alterations, additions and improvements shall, to the extent legally permissible, be subject hereto as a part of the Project.

**Section 903. City's Equipment.**

(a) All of the City's equipment and other personal property installed or placed by the City in or on the Project that are not fixtures under applicable law or that are not paid for from the proceeds of the sale of the Bonds shall remain the sole property of the City in which the Authority shall not have any interest, and may be modified or removed at any time by the City.

(b) If after the occurrence of an Event of Default, the City abandons or is dispossessed and fails to remove any property of the City at the time of such abandonment or dispossession, then and in that event, the Authority shall have the option either to regard such property as abandoned by the City, in which case such property shall become the property of the Authority, or shall have the right to demand that the City remove such property from the Project, and in the event of failure of the City to comply with said demand, the Authority shall have the right to remove, sell or destroy such property at the City's expense.

**ARTICLE X**

**DAMAGE OR DESTRUCTION; CONDEMNATION**

**Section 1001. Damage, Destruction and Condemnation.**

(a) If, during the term of this Contract, (i) the Project shall be destroyed, in whole or in part, or damaged by fire or other casualty or event; or (ii) title to, or the temporary or permanent use of, the Project or any portion thereof or the estate of the City or the Authority in the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of the Project shall become apparent; or (iv) title to or the use of all or any portion of the Project shall be lost by reason of a defect in title; then, subject to Sections 1402 and 1001(c) hereof, the City shall continue to pay rentals and other Project Costs and to take such action as it shall deem necessary or appropriate to repair and replace the Project, regardless of whether the acquisition, construction and equipping of the Project has been completed and accepted by the City in accordance with Section 503(b) hereof.

(b) The Authority shall cause the net proceeds of any insurance policies received by the Authority, performance bonds or condemnation awards with respect to the Project, or net proceeds received by the Authority as a consequence of defaults under Construction

Contracts for the Project, to be applied to the prompt repair, restoration, modification, improvement or replacement of the Project by the City, except as otherwise provided in Section 1001(c) hereof. The balance of any net proceeds remaining after the repair, restoration, modification, improvement or replacement has been completed are to be deposited into the Project Fund, if received prior to the Completion Date and, if received thereafter, are to be paid to the City.

(c) If such net proceeds shall be insufficient to pay in full the cost of any such repair, restoration, modification, improvement or replacement, the City shall, within ninety (90) days after the occurrence of an event giving rise to such net proceeds, either:

(i) commence and thereafter complete the work and pay any cost in excess of the net proceeds, in which case the City agrees that it will not be entitled to any reimbursement therefor from the Authority, nor shall it be entitled to any diminution of the rentals or other Project Costs; or

(ii) apply such net proceeds to the payment of all or a portion of the Option Price applicable as of the next occurring Optional Payment Date, in which case, if the net proceeds are insufficient to pay the Option Price, the City may pay such amounts as are necessary to equal the full Option Price or apply the net proceeds to the pro rata prepayment of rentals due hereunder with the City liable for the remainder of the rentals due hereunder; and if the net proceeds exceed the Option Price, the excess, if any, shall be retained by the City.

(d) The City hereby agrees that any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such net proceeds shall be the property of the Authority and will be undertaken by the City, as the agent for and on behalf of the Authority, and shall constitute a part of the Project subject to this Contract.

## ARTICLE XI

### ASSIGNMENTS AND SALES

#### **Section 1101. Assignments.**

Neither party to this Contract shall be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by an act of the General Assembly.

#### **Section 1102. Encumbrance of Project; Sale of Project.**

So long as any of the Bonds or any future issue or issues of refunding Bonds issued pursuant to Section 202 of this Contract shall be outstanding and unpaid, the City will not encumber the Project or any part thereof, and it will not sell or otherwise dispose of the Project or any integral part thereof, except that it may sell the Project as a whole, or

substantially as a whole, with the prior written consent of the Authority, if (i) the proceeds of such sale are at least sufficient to provide for the payment and redemption of all outstanding Bonds and any interest accrued or to accrue thereon; (ii) the proceeds of such sale to the extent necessary are deposited and applied to purchase or redeem such outstanding Bonds, and (iii) the City provides to the Authority an opinion of nationally recognized bond counsel to the effect that such sale will not, in and of itself, cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

## ARTICLE XII

### REPRESENTATIONS, COVENANTS AND WARRANTIES

#### Section 1201. Representations, Covenants and Warranties of the City.

The City hereby represents, covenants and warrants for the benefit of the Authority as follows:

(a) The City has the power and authority to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder. The City has been duly authorized to execute and deliver this Contract, and agrees that it will do or cause to be done all things necessary and legally permissible to preserve and keep in full force and effect its existence.

(b) The City is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents the City from entering into this Contract or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the City, nor to the best knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or any other agreement or instrument to which the City is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Contract. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Contract or in connection with the carrying out by the City of its obligations under this Contract have been obtained.

(d) Neither the Mayor and City Council of the City nor any employee of the City has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Contract.

(e) The payment of the rentals hereunder or any portion thereof is not (i) secured by any interest in property used or to be used in a trade or business or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business, within the meaning of Section 141(a) of the Code.

(f) The entering into and performance of this Contract will not violate any judgment, order, law or regulation applicable to the City or result in any breach of, or

constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the City or on the Project pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which the City is a party or by which it or its assets may be bound, except as herein provided.

(g) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Contract, and the City has complied or will comply with such public bidding requirements as may be applicable to this Contract.

(h) During the term hereof, the Project will be used by the City or by other departments and agencies of the City, only for the purpose of performing one or more essential governmental or proprietary functions of the City or such other public bodies consistent with the permissible scope of the City's or such other public bodies' authority.

(i) All necessary approvals have been obtained by the City to build the Project.

The City shall comply with all applicable laws, rules, regulations, orders, directions and requirements of all governmental departments, bodies, bureaus, agencies and officers and with all reasonable rules, directions, requirements and recommendations of fire insurance rating organizations for the area in which the Project is situated, pertaining to the Project or the use and occupancy thereof. The City shall not do or suffer to be done, or keep or suffer to be kept anything in, upon or about the Project that will contravene any policies insuring against loss or damage by fire or other hazards, including, but not limited to, public liability insurance.

#### **Section 1202. Representations, Covenants and Warranties of the Authority.**

The Authority represents, covenants and warrants for the benefit of the City as follows:

(a) The Authority has the power and authority to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder. The Authority has been duly authorized to execute and deliver this Contract.

(b) The Authority is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents the Authority from entering into this Contract or performing any of its obligations hereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting the Authority, nor to the best knowledge of the Authority is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or any other agreement or instrument to which the Authority is a party and that is used or contemplated for use in the

consummation of the transactions contemplated by this Contract. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the Authority of this Contract or in connection with the carrying out by the Authority of its obligations under this Contract have been obtained.

**Section 1203. Tax Covenants.**

The City will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion of interest on the Bonds from the gross income of the holders thereof for federal income tax purposes and, if it should take or permit, or omit to take or cause to be taken, any such action, the City shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. In particular, but not as a limitation on such covenant or without limiting the generality of the foregoing, the City covenants as follows:

The City covenants that it will not directly or indirectly use or permit the use of any proceeds of the ~~Series 2015~~Series 2016 Bonds or of any other funds of or under the control of the City, or take or omit to take any action, if such use, action or inaction would cause the ~~Series 2015~~Series 2016 Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or obligations that are “federally guaranteed” within the meaning of Section 149(b) of the Code. The City will not allow any of the proceeds of the ~~Series 2015~~Series 2016 Bonds to be used in the trade or business of any private business.

**ARTICLE XIII**

**TITLE AND OPTION TO PURCHASE PROJECT**

**Section 1301. Vesting of Title.**

Title to all real property or interests therein, buildings, fixtures, equipment and other personal property that is purchased or financed from moneys deposited in the Project Fund will be held in the name of the Authority, subject to this Contract.

**Section 1302. Option to Purchase at any Time.**

The City shall have, and is hereby granted, the option to terminate this Contract and purchase the Project at any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution), (i) by paying to the Authority an amount that, when added to the amounts on deposit in the Debt Service Fund, will be sufficient to cause all outstanding Bonds to be deemed to have been paid in accordance with Section 6.02 of the Bond Resolution (including, without limiting the generality of the foregoing, principal of and interest to maturity or applicable redemption date, as the case may be, and premium, if any), and, in

case of redemption, making arrangements satisfactory to the Authority for the giving of the required notice of redemption, (ii) by paying to the Authority any and all sums then due to the Authority as Project Costs under this Contract, and (iii) by giving the Authority notice in writing of such termination, and such termination shall forthwith become effective. The City shall further have, and is hereby granted, the option to cause and direct the early redemption of the Bonds pursuant to the terms of Article III of the Bond Resolution. The Authority hereby agrees that it shall not cause any notice of redemption of Bonds to be given pursuant to the terms of the Bond Resolution without such direction.

**Section 1303. Obligation to Purchase Project on Expiration of Contract Term.**

The City hereby agrees to purchase, and the Authority hereby agrees to sell, the Project for \$10.00, and any and all sums then due as Project Costs to the Authority under this Contract, at the expiration or earlier termination of the term of the Contract following full payment of the Bonds, or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution.

**Section 1304. Conveyance on Exercise of Option.**

At the closing pursuant to any option to purchase granted in this Contract, the Authority shall, upon the Authority's receipt of the sums called for in Section 1302 or Section 1303, deliver to City the following:

- (a) If necessary, a release from the Bondholder of the lien of the Bond Resolution.
- (b) All necessary documents conveying to the City good and marketable title to the Project as it then exists subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the Authority; (ii) those liens and encumbrances created by the City or to the creation or suffering of which the City consented; (iii) those liens and encumbrances resulting from the failure of the City to perform or observe any of the agreements on its part contained in this Contract; and (iv) Permitted Encumbrances other than the Bond Resolution and this Contract.

**Section 1305. Relative Position of Options and Bond Resolution.**

The options respectively granted to the City in this Article shall be and remain prior and superior to the Bond Resolution and may be exercised whether or not the City is in default hereunder, provided that no such default will result in nonfulfillment of any condition to the right of the City to obtain a conveyance of the Project by making the payments required hereunder.

## ARTICLE XIV

### RIGHT OF ENTRY; LIENS; QUIET ENJOYMENT

#### Section 1401. Right of Entry.

The Authority and its designated representatives shall have the right to enter upon the Project during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Authority's rights or obligations under this Contract, or (c) for all other lawful purposes.

#### Section 1402. Liens.

The City shall pay or cause to be paid, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment alleged to have been furnished in, upon or about the Project and that may be secured by any mechanics', materialmens' or other lien against the Project, or the Authority's interest therein, and shall cause each such lien to be fully discharged and released; provided, however, that if the City desires to contest any such lien, this may be done, and if such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, then and in any such event the City shall forthwith pay and discharge said judgment.

#### Section 1403. Covenant of Quiet Enjoyment.

The parties hereto mutually covenant and agree that the City, by keeping and performing the covenants and agreements herein contained, shall at all times during the term hereof, peaceably and quietly, have, hold and enjoy the Project.

## ARTICLE XV

### EXCESS BOND PROCEEDS; SUBSEQUENT PROJECTS

#### Section 1501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract, exceed the aggregate amount required for the purposes of the Project, the amount of such excess shall be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance shall be used to retire, by purchase or call for redemption at the earliest redemption date, Bonds in advance of maturity, and in such event the Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

## **ARTICLE XVI**

### **DEFAULT**

#### **Section 1601. Event of Default.**

Failure of the City to make to the Authority any of the payments for which provision is made in this Contract as and when the same are due and payable shall constitute a default on the part of the City.

#### **Section 1602. Continuing Obligation.**

In the event of any such default, the City shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the City any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the City.

#### **Section 1603. Remedies Cumulative.**

The rights and remedies given or reserved herein to the Authority are and shall be deemed to be cumulative, and the exercise of any shall not be deemed to be an election excluding the exercise at any time of a different or inconsistent right or remedy with the maintenance of any action either at law or in equity.

#### **Section 1604. Waiver.**

The delay or failure by the Authority at any time to insist in any one or more instances upon a strict performance of any covenant of this Contract or to exercise any right, remedy, power or option herein granted or established by law, shall not be construed as an impairment of or a waiver or a relinquishment for the future of such covenant, right, remedy, power or option, but the same shall continue and remain in full force and effect. The receipt and acceptance by the Authority of any rentals with knowledge of the breach of any term, covenant or condition hereof, shall not be deemed a waiver of such breach, and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Authority.

#### **Section 1605. Other Default by City.**

In the event of a failure of the City to establish, maintain, or collect rates or charges adequate to provide revenue sufficient, along with other funds available to the City for the payment of the Project Cost, to enable the City to pay all amounts due to the Authority under this Contract, or in the event of any failure by the City to comply with any other

covenant, agreement or obligation of this Contract, the Authority or the owners of any ~~Series 2015~~Series 2016 Bonds may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the City.

**Section 1606. Default by Authority.**

In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the City may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

**Section 1607. Abandonment of Remedy.**

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority and the City shall continue as though no such proceedings had been taken.

**Section 1608. Acceleration.**

Upon acceleration of payment of the Bonds under Section 7.02 of the Bond Resolution, all unpaid payments payable hereunder for the remainder of the Term of this Contract shall become immediately due and payable.

**ARTICLE XVII**

**MISCELLANEOUS GENERAL PROVISIONS**

**Section 1701. Character and Continuity of Service.**

The Authority shall not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to perform of any third party. No failure on the part of the Authority shall be grounds for the termination or suspension of the payments due from the City hereunder.

**Section 1702. Other Terms and Conditions.**

Service and use of the Project hereunder shall be in accordance with such other terms and conditions as are established as part of the Authority's rules and regulations, which shall not be inconsistent with the provisions of this Contract.

**Section 1703. Termination or Amendment of Contract.**

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract and with the consent of the Bondholders in accordance with the terms of Article X of the Bond Resolution. No amendment shall be made that is adverse to the interest of the owners of the Bonds.

**Section 1704. No Assignment or Transfer.**

Except as provided in Section 1101 of this Contract, neither party to this Contract shall be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

**Section 1705. Execution and Counterparts.**

This Contract may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but together shall constitute but one and the same Contract, and it is also understood and agreed that separate counterparts of this Contract may be separately executed by the Authority and the City, with the same full force and effect as though the same counterpart had been executed simultaneously by both the Authority and the City.

**Section 1706. Binding Effect; Assignment, Third-Party Beneficiaries.**

This Contract shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The City agrees that the Bondholders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

**ARTICLE XVIII**

**SEVERABILITY**

In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, said Constitution as proposed by the General Assembly and ratified by the people of the State of Georgia and such laws as adopted by the General Assembly, each as interpreted by the courts of the State of Georgia shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

IN WITNESS WHEREOF, the Downtown Development Authority of the City of Peachtree Corners, Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the City has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the City is hereby acknowledged, all as of the day and year first above written.

**DOWNTOWN DEVELOPMENT  
AUTHORITY OF THE CITY OF  
PEACHTREE CORNERS, GEORGIA**

BY: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Secretary

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

**CITY OF PEACHTREE CORNERS,  
GEORGIA**

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

(SEAL)



Exhibit B

[Debt Service Schedule]

**Debt Service Schedule - Payment Year**

Formatted Table

<u>Date</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Total P+I</u>
<u>07/01/2017</u>	<u>530,000.00</u>	<u>2.190%</u>	<u>65,289.98</u>	<u>595,289.98</u>
<u>07/01/2018</u>	<u>540,000.00</u>	<u>2.190%</u>	<u>102,492.00</u>	<u>642,492.00</u>
<u>07/01/2019</u>	<u>555,000.00</u>	<u>2.190%</u>	<u>90,666.00</u>	<u>645,666.00</u>
<u>07/01/2020</u>	<u>565,000.00</u>	<u>2.190%</u>	<u>78,511.50</u>	<u>643,511.50</u>
<u>07/01/2021</u>	<u>580,000.00</u>	<u>2.190%</u>	<u>66,138.00</u>	<u>646,138.00</u>
<u>07/01/2022</u>	<u>590,000.00</u>	<u>2.190%</u>	<u>53,436.00</u>	<u>643,436.00</u>
<u>07/01/2023</u>	<u>605,000.00</u>	<u>2.190%</u>	<u>40,515.00</u>	<u>645,515.00</u>
<u>07/01/2024</u>	<u>615,000.00</u>	<u>2.190%</u>	<u>27,265.50</u>	<u>642,265.50</u>
<u>07/01/2025</u>	<u>630,000.00</u>	<u>2.190%</u>	<u>13,797.00</u>	<u>643,797.00</u>
<b>Total</b>	<b>\$5,210,000.00</b>	<b>-</b>	<b>\$538,110.98</b>	<b>\$5,748,110.98</b>

SUPPLEMENTAL RESOLUTION PROVIDING FOR SPECIFIC PAYMENT TERMS AS CONTEMPLATED BY ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT, BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, GEORGIA (THE “AUTHORITY”) AND THE CITY OF PEACHTREE CORNERS, GEORGIA (THE “CITY”); APPROVING THE FORM OF A BOND RESOLUTION TO BE ADOPTED BY THE AUTHORITY RELATING TO THE ISSUANCE OF NOT TO EXCEED \$15,250,000 IN REVENUE BONDS TO FINANCE OR REFINANCE, IN WHOLE OR IN PART, THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN PARKING FACILITIES AND RELATED IMPROVEMENTS AND THE COSTS OF ISSUANCE OF THE BONDS; AND FOR OTHER PURPOSES

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners, Georgia (the “Authority”) was created pursuant to O.C.G.A. Section 36-42-1, et seq. (the “Act”) ~~for the purpose of revitalizing and redeveloping the central business districts of the municipal corporations of the State of Georgia, developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities and promoting the general welfare of the State of Georgia by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporations of the State of Georgia, and has the power, among other things, to finance (by loan, grant, lease, or otherwise), refinance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project from the proceeds of revenue bond, notes, or other obligations of the Authority or any other funds of the Authority, or from any contributions or loans by persons, corporations, partnerships (whether limited or general), or other entities, all of which the Authority is authorized to receive, accept, and use; to borrow money to further or carry out its public purpose and to execute revenue bonds, notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its revenue bonds, notes, or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Authority, to evidence and to provide security for such borrowing; to issue revenue bonds, notes, or other obligations of the Authority and use the proceeds thereof for the purpose of paying, or loaning the proceeds thereof to pay, all or any part of the cost of any project and otherwise to further or carry out the public purpose of the Authority and to pay all costs of the authority incidental to, or necessary and appropriate to, furthering or carrying out such purpose; to contract for any period, not exceeding 50 years, with the State of Georgia, state institutions, or any municipal corporation or county of the State of Georgia for the use by the Authority of any facilities or services of the state or any such state institution, municipal corporation, or county, or for the use by any state institution or any municipal corporation or county of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the Authority contracts are authorized by law to undertake; and to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security~~

agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds; and, in the exercise of powers granted by this chapter in connection with any project, the Authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Authority may deem necessary or desirable; and to receive and use the proceeds of any tax levied by a municipal corporation to pay the costs of any project or for any other purpose for which the Authority may use its own funds pursuant to the Act; and

WHEREAS, under the Act, the term “project” means and includes any one or more of the following: the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, any undertaking authorized as part of a city business improvement district, any undertaking authorized in the Redevelopment Powers Law, when the downtown development authority has been designated as a redevelopment agency, or any undertaking authorized in the Urban Redevelopment Law, when the downtown development authority has been designated as an urban redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation; and any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determine, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act; and

WHEREAS, pursuant to the Revenue Bond Law, O.C.G.A Section 36-82-60, et seq., the City of Peachtree Corners, Georgia (the “City”) is authorized to, among other things, own, operate and maintain public parking areas and public parking buildings and land and facilities so as to relieve abnormal unemployment conditions; and

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”) permits any county, municipality, school district, or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that it is in the best interest of the Authority and the City, respectively, to acquire, install, refurbish, redevelop and equip public parking facilities and certain other related real and personal property (the “Project”) located on or about Peachtree Parkway and Medlock

Bridge Road in Peachtree Corners, Georgia (the "Property"), substantially in accordance with certain Preliminary Plans, attached to the hereinafter defined Intergovernmental Contract, as amended and supplemented from time to time (the "Plans and Specifications"), for the purpose of, among other things, inducing certain private development and redevelopment near such Property; and

WHEREAS, the Authority and the Mayor and Council of the City have determined that such Project is in furtherance of (a) the Authority's public purpose to develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this State by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the City of Peachtree Corners and for the revitalization and redevelopment of its central business district all in accordance with the Act, and (b) the City's public purposes of operating for the benefit of the general welfare of its citizens, which includes the relief of abnormal unemployment; and

WHEREAS, the Authority and the City have determined to enter into an intergovernmental contract pursuant to the Act and the Intergovernmental Contracts Clause, providing for the lease of the Project to the City by the Authority, the acquisition, construction and equipping of the Project by the City on behalf of the Authority, and the issuance of bonds to finance the Project for lease to the City in consideration of the City's agreement to pay rentals to the Authority equal in amount to principal and interest on such bonds; and

WHEREAS, at the request of the City, the Authority has agreed to issue its Revenue Bonds (Peachtree Corners Town Center Project), ~~Series 2015~~ Series 2016 (originally designated Revenue Bonds (Peachtree Corners Town Center Project), Series 2015) in an aggregate principal amount of not to exceed \$15,250,000 (the "Bonds") pursuant to a Bond Resolution ~~to be~~ adopted by the Authority (the "Original Bond Resolution"), and to provide funds from the proceeds of the Bonds to finance all or a portion of the cost of the acquisition, construction and equipping of the Project and the payment of certain costs of issuance of the Bonds, and to lease the Project to the City pursuant to the terms of an Intergovernmental Contract, dated as of ~~November 1, 2015~~ December 1, 2016 (the "Intergovernmental Contract"), between the Authority and the City, entered into pursuant to the terms of the Act; and

WHEREAS, subsequently, the Authority and City agreed to delay the issuance of the Series 2016 Bonds and have now determined to issue the Series 2016 Bonds in a principal amount of \$5,210,000, with any additional bond financing to be provided for later, which additional financing is anticipated to be in the principal amount of approximately \$5,130,000 ("Additional Bonds"); and

WHEREAS, pursuant to Section 9.01(h) of the Original Bond Resolution, the Authority amended and restated such resolution (such amendment and restatement, the "Bond Resolution") finalized the terms of the Series 2016 Bonds among other things; and

WHEREAS, the City has previously approved by ordinance (the "Authorizing Ordinance") the form of the Original Bond Resolution and authorized the execution,

delivery and performance of the Intergovernmental Contract, and it is convenient for the City to determine and accept the final terms of the Series 2016 Bonds and its obligations related thereto under the Bond Resolution as being within the parameters of the Authorizing Ordinance;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ~~ORDAINS~~RESOLVES, as follows:

Section 1. Authority. This ~~Supplemental Ordinance~~Resolution is adopted pursuant to the Constitution and laws of the State of Georgia, including particularly the Act, the Act and the Intergovernmental Contracts Clause.

Section 2. ~~Intergovernmental Contract~~Final Terms. The City hereby determines that and accepts the final terms of the Series 2016 Bonds and its obligations related thereto under the Bond Resolution, which is attached hereto and accepted, as being within the parameters of the Authorizing Ordinance~~The execution, delivery and performance by the Mayor or Mayor Pro Tempore and the attestation by the Clerk or any Assistant Clerk of the Intergovernmental Contract are hereby authorized. The Intergovernmental Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such minor changes or omissions as may be approved by the Mayor or Mayor Pro Tempore of the City prior to execution of the Intergovernmental Contract. The execution of the Intergovernmental Contract by the Mayor or Mayor Pro Tempore of the City and the attestation thereof by the Clerk or any Assistant Clerk of the City shall be conclusive evidence of any such approval.~~

Section 3. ~~Bond Resolution~~. The issuance of the Bonds and the adoption of the ~~Bond Resolution by the Authority are hereby approved. The Bond Resolution shall be in substantially the form attached hereto as Exhibit "B," subject to such minor changes or omissions as may be approved by the Mayor or Mayor Pro Tempore of the City prior to the adoption of the Bond Resolution by the Authority. The execution of the Intergovernmental Contract by the Mayor or Mayor Pro Tempore of the City and the attestation thereof by the Clerk or any Assistant Clerk of the City shall be conclusive evidence of such approval.~~

Section ~~36~~. General Authorization. The Mayor, the Mayor Pro Tempore and the City Manager, or any of them, are hereby authorized, empowered and directed, with advice of the City Attorney, to do all such acts and things and to execute all such agreements and documents as may be necessary to carry out the transactions contemplated herein. Such other agreements and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor, the Mayor Pro Tempore and the City Manager, or any of them, and the execution of such other agreements and documents by the Mayor, the Mayor Pro Tempore and the City Manager, or any of them, as herein authorized shall be conclusive evidence of any such approval. The Clerk or any Assistant Clerk of the City is authorized to attest the signature of the Mayor, the Mayor Pro Tempore and the City Manager, or any of them, and impress, imprint or otherwise affix the seal of the City appearing on any of the agreements and documents executed in connection with ~~this the~~ Authorizing Ordinance or this Supplemental Resolution, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City's seal on any

such other agreement and documents shall not affect the validity or enforceability of the City's obligations thereunder.

~~Section 7. Validation. The Bonds shall be validated in the manner provided in the Act and the Act, and to that end, notice of the adoption of the Bond Resolution and a certified copy thereof shall be served on the District Attorney of the Gwinnett Judicial Circuit in the manner provided in the Act and the Act in order that proceedings for the confirmation and validation of the Bond and the security therefor by the Superior Court of Gwinnett County may be instituted by said District Attorney.~~

~~Section 8. Repeal of Inconsistent Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.~~

Section 94. Effective Date Supplemental Resolution. This Ordinance shall become effective immediately upon its adoption.

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This ~~Ordinance Supplemental Resolution first read on the 15<sup>th</sup> day of September, 2015 and~~ passed and adopted this 15<sup>th</sup> day of November, 2016~~20<sup>th</sup> day of October, 2015.~~

CITY OF PEACHTREE CORNERS,  
GEORGIA

ATTEST:

\_\_\_\_\_  
Clerk  
(SEAL)

By: \_\_\_\_\_  
Mayor

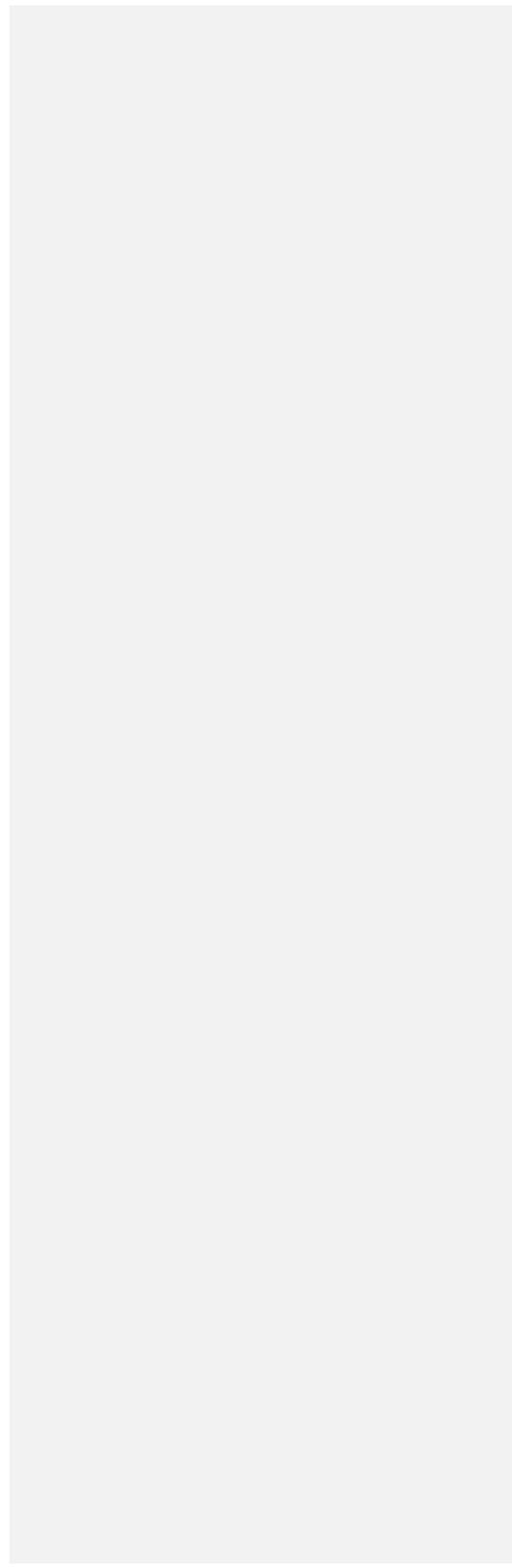


EXHIBIT "A"

~~INTERGOVERNMENTAL CONTRACT~~

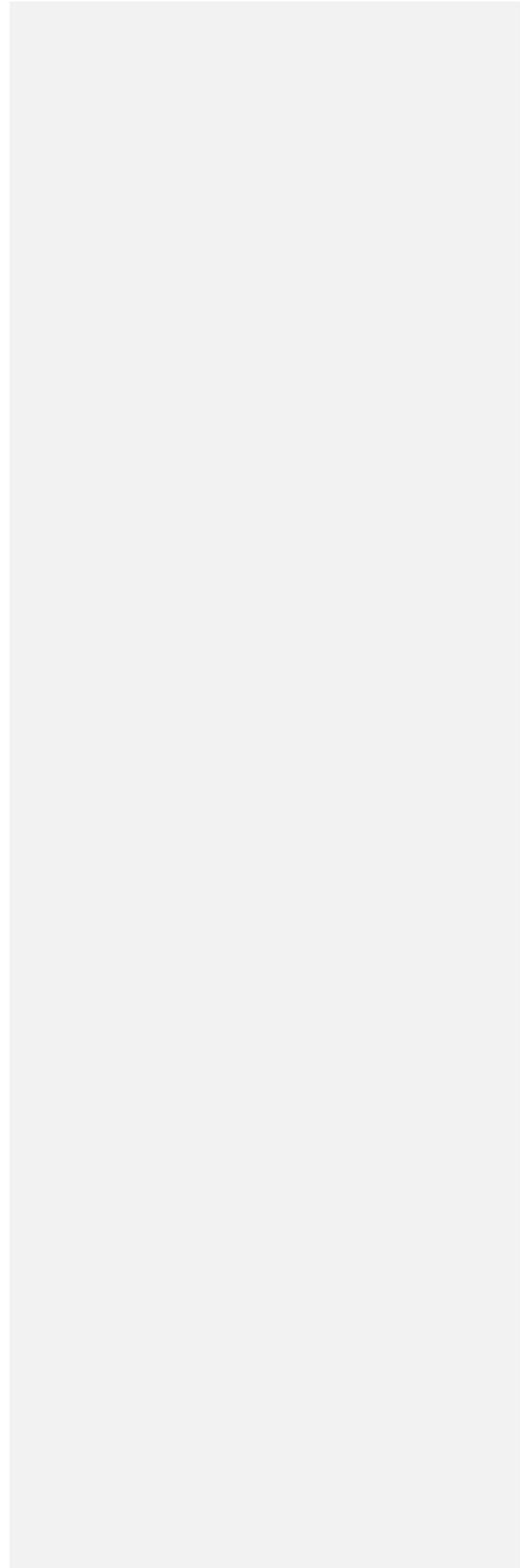
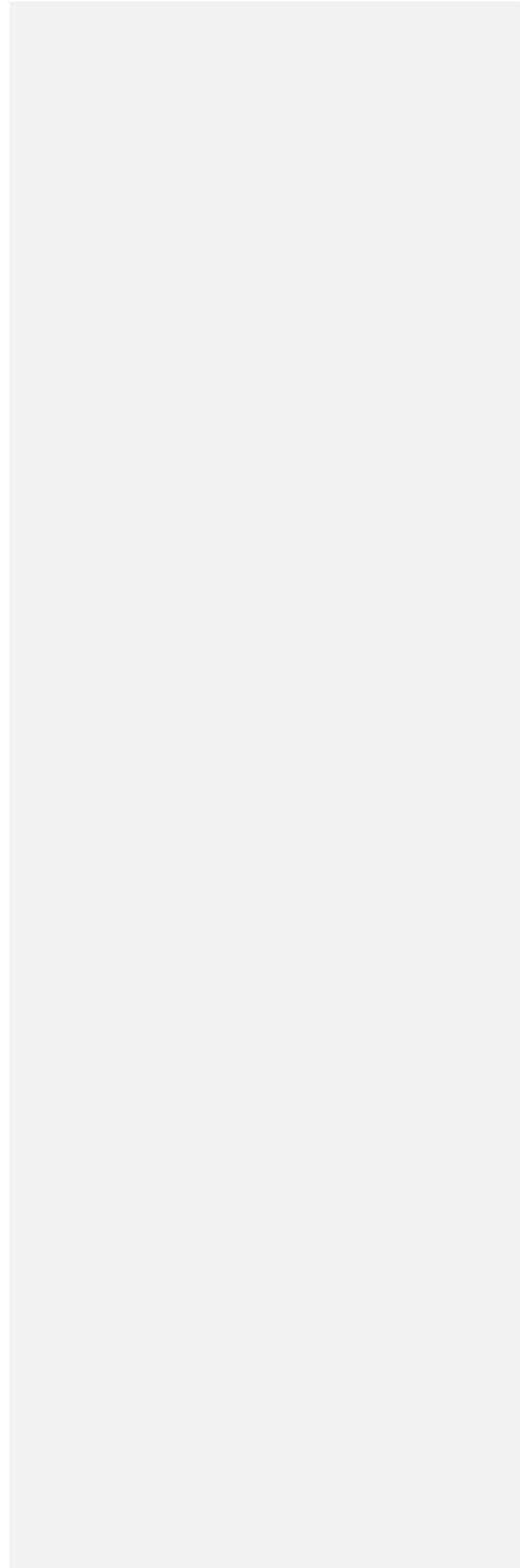


EXHIBIT "B"

[BOND RESOLUTION]



**CLERK'S CERTIFICATE**

I, the Clerk of the City of Peachtree Corners, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of an Ordinance duly adopted by the City, at a meeting duly called and assembled on ~~October~~ November 20<sup>15</sup>, 201~~6~~5, and open to the public and at which a quorum was present and acting throughout in compliance with Official Code of Georgia Annotated Section 50-14-1, the original of which Ordinance has been duly recorded in the Minute Book of said body, which is in my custody and control.

WITNESS my official hand and seal this ~~20<sup>th</sup>~~    day of ~~October~~ December, 201~~5~~6.

(SEAL)

\_\_\_\_\_  
Clerk

|

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# **Action Item**

Awarding contract for  
the development of an  
Innovation Hub

**Diana Wheeler**



# Memo

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TO: Mayor and Council

FROM: Diana Wheeler, Community Development Director

DATE: Nov. 15, 2016

SUBJECT: Innovation Hub Master Plan

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The Innovation Hub subcommittee reviewed four proposals in response to the City's request for a consultant's help in preparing an Innovation Master Plan for the City. The subcommittee short-listed and interviewed three firms: Ware Malcomb, MXD, and HGOR.

All three groups made impressive presentations and convincingly demonstrated their experience and skill.

After considering the teams' qualifications, approach, experience, and proposed fee, the subcommittee recommended that MXD be awarded the project.

## Recommendation

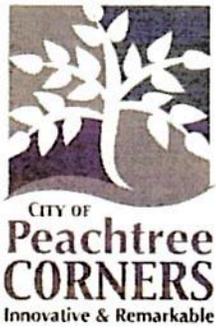
Award the Innovation Hub Master Plan project to MXD for an amount not to exceed \$136,000 and authorize the Mayor to sign the contract documents.



CITY OF PEACHTREE CORNERS, GA

PROPOSAL TO PERFORM:

**INNOVATION HUB  
MASTER PLAN**



# CITY OF PEACHTREE CORNERS REQUEST FOR PROPOSAL

Issue Date: September 6, 2016	RFP Number: 2016-008	RFP Title: Innovation Hub Master Plan
RFP Due Date and Time: Thursday, October 6, 2016 11 AM, Local Time		City Contact: Jennifer Howard jhoward@peachtreecornersga.gov

### INSTRUCTIONS TO RESPONDENTS

Return Proposal to:  City of Peachtree Corners City Hall 147 Technology Parkway Suite 200 Peachtree Corners, GA 30092	Mark Face of Envelope/Package:  Respondent's Name and Address RFP 2016-008 Innovation Hub Master Plan RFP Due Date & Time: <b>October 6, 2016</b> 11AM
	Special Instructions:

### RESPONDENTS MUST COMPLETE THE FOLLOWING

Respondent Name/Address: MXD Development Strategists Ltd. 200-11120 Horseshoe Way Richmond, BC CANADA V7A 5H7	Authorized Respondent Signatory: (Please print name and sign in ink) Chris Le-Tourneur <i>Chris Le-Tourneur</i>
Respondent Phone Number(s): +1 (604) 272-6937	Respondent FAX Number: +1 (604) 272-6934
Respondent Federal I.D. Number: Canadian owned and operated company.	Respondent E-mail Address and website address (if available): info@MXDdevelopment.com MXDdevelopment.com
Primary Contact Person Name: Shawn R. Williams	Primary Contact Person E-mail Address: Shawn@MXDdevelopment.com

**RESPONDENTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

# TABLE OF CONTENTS

TEAM INFORMATION	01
LETTER OF INTEREST	07
PROPOSED APPROACH	09
PROPOSED PROJECT TIMELINE	15
MXD COMPARABLE EXPERIENCE	17
CallisonRTKL COMPARABLE EXPERIENCE	21
FEE PROPOSAL	26
APPENDIX A: RESUMES	28

# TEAM INFORMATION

## IRM PROFILE - MXD DEVELOPMENT STRATEGISTS



### IRM INTRODUCTION

MXD Development Strategists Ltd. is a full-service commercial & economic development consulting firm with a focus on creating market-driven land use and transportation strategies for Master Planned Areas, Mixed-Use Development Projects and Commercial Hubs. The MXD Team is made up of a dynamic group of Real Estate Development Strategists, Retail Experts, Land Economists and Urban Planners that provide a balance of vision, knowledge and skills shaped by extensive experience and exposure to the latest development trends and best practices throughout the world.

### PROVEN APPROACH & RESULTS

MXD's dynamic team of professionals have produced an innovative, actionable and evidence-based approach towards implementation strategies that accelerate and diversify economic growth. We provide expertise for Retail Developments, Mixed-Use Developments, Urban Revitalization Strategies, Planning & Allocation, Economic Development Strategies, and Implementation & Incentives.



MXD determines the highest and best use land uses to enable planners and urban designers to create seamless three-dimensional places that achieve harmony between each land use component while achieving economic development objectives.

MXD's expertise in Economic Development Planning goes beyond sector identification to determine the most appropriate and realistic aspects of the economy that can be further leveraged to enhance and embellish the "Economic DNA" of a region. Leveraging the natural strengths present in the region, as well as those that are "untapped", begins with identifying "economic clusters" of activity that can be embellished, while also assessing and prioritizing potential "sunrise industries" that can be attracted and grown over time to diversify and strengthen the economy. MXD's approach ensures that an economic & market-driven framework guide city-wide attraction, retention and expansion efforts in a feasible and sustainable manner.

Furthermore, MXD's work in the identification of Potential "Catalyst Projects & Development Opportunities" provides an approach that identifies the near-term actions necessary to "kick-start" development, attract investment and target end-users while providing a foundation for Marketing & Branding to Niche Target Audiences.

### Office Address:

Suite 200, 11120 Horseshoe Way  
Richmond, BC, Canada V7A 5H7

### Telephone Number:

+1 (604) 272-6937

### Years of Provided Services:

10

### Primary Contact:

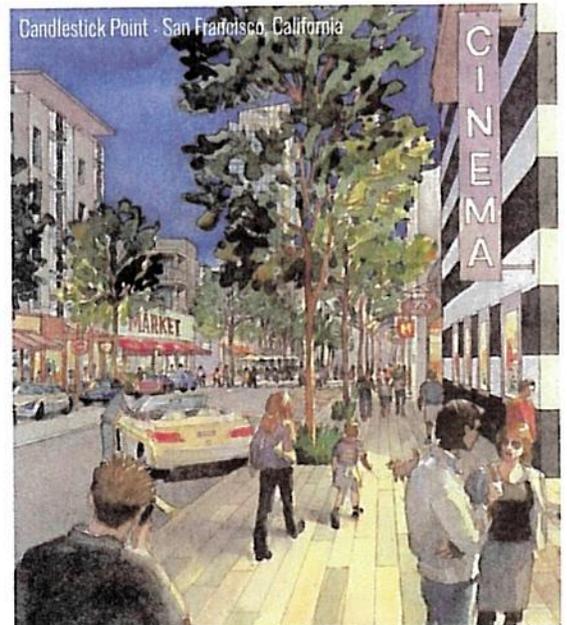
Shawn R. Williams DIP. PL -  
Economic Development Planner  
Shawn@MXDdevelopment.com

### Principals:

Martin Anstey M.SC - Senior Vice President  
Andrew Fayn M.PL - Principal  
David Godin M.PL - Principal

### Webpage Address:

MXDdevelopment.com



## FIRM PROFILE - CallisonRTKL

### CALLISONRTKL

A DESIGN CONSULTANCY OF ARCADIS

#### FIRM INTRODUCTION

With more than ten decades of experience between us, Callison and RTKL have created some of the world's most memorable and successful commercial environments—from urban, mixed-use developments to top-performing retail centers and stores, hotels, multi-family residential and iconic towers on the skyline. In 2015, our two practices came together under the ARCADIS umbrella, expanding our sphere of influence and the depth and breadth of our resources. Partnering with retailers, developers and operators, our team is comprised of more than 2,000 innovative professionals throughout the world who are committed to advancing our client's businesses and enhancing quality of life.

#### OUR MISSION

At CallisonRTKL, we're about more than just buildings. While we have the experience and the know-how to deliver well-designed places to a variety of clients, merely meeting your functional needs is not enough to fulfill our mission. Instead, we pride ourselves on developing long-lasting, meaningful relationships that help companies manage their real estate portfolios.

#### RELEVANT EXPERIENCE

Big or small, broad or specific, international or right in our backyards, CallisonRTKL delivers high-quality work that combines our rich and diverse experience with a thorough understanding of our clients' industry and business goals. Every project we do reveals something original, something potent and something vital. A selection of our projects, shown in the Comparable Experience section of this proposal offer a glimpse into our passionate and influential work.

#### Office Address:

333 South Hope Street, Suite C-200  
Los Angeles, CA 90071

#### Telephone Number:

+1 (213) 633-1100

#### Years of Provided Services:

70

#### Primary Contact:

Nathan Cherry FAIA, AICP, LEED AP BD+C  
Vice President  
Nathan.Cherry@callisonrtkl.com

#### Board of Directors:

(CallisonRTKL has 128 Principals)  
Lance K. Josal FAIA, Chair  
Bradley T. Barker AIA  
Kelly Farrell AIA, NCARB, LEED AP BD+C  
Norman M. Garden, FAIA, NCARB, LEED AP BD+C  
Eric Lagerberg, AIA, LEED AP  
Randall S. Pace, CPA  
Robyn Miller

#### Webpage Address:

Callisonrtkl.com

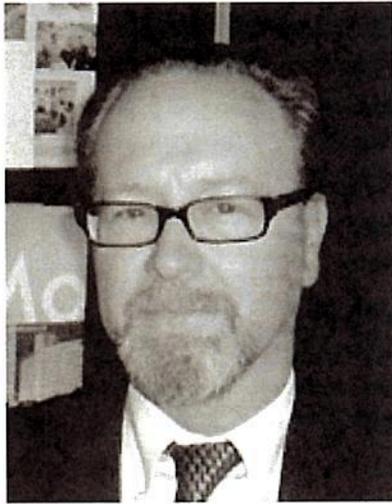


Amazon.com Phase IV - Seattle Washington

## MXD KEY TEAM MEMBERS

### CHRIS LETOURNEUR M.A., MCIP RPP

President & CEO



**YEARS' EXPERIENCE:** 26 years

**EDUCATION:**

Masters of Planning - University of British Columbia  
 Bachelor of Arts: Urban & Economic Geography - University of British Columbia

**LICENSES & CERTIFICATIONS:**

MCIP RPP - Canadian Institute of Planners

**PROFESSIONAL ASSOCIATIONS:**

Canadian Institute of Planners  
 Urban Land Institute  
 International Council of Shopping Centers

### VISION & REDEVELOPMENT STRATEGIST

**SELECTED PROJECT PROJECTS:**

- Memphis Aerotropolis Economic Strategy- Memphis, TN
- Memphis Aerotropolis Master Plan, Memphis, TN
- Charlotte Douglas Area Strategic Dev't Plan, Charlotte, NC
- Atlanta Aerotropolis Blueprint, Atlanta, GA
- Virginia Beach Dome Site Positioning Plan, Virginia Beach, VA
- West 8 Mixed-Use Development, Houston, TX
- Coconut Creek MainStreet Market Analysis, Coconut Creek, FL
- Xentury City Master Plan, Orlando, FL
- Candlestick Point Development Strategy - San Francisco, CA
- Downtown Redevelopment Strategy, Fremont, CA
- Fairbourne Station Redev't Strategy - West Valley City, UT

### SHAWN R. WILLIAMS DIP. PL.

Economic Development Planner



**YEARS' EXPERIENCE:** 5 years

**EDUCATION:**

Diploma of Urban Planning - Langara College

**PROFESSIONAL ASSOCIATIONS:**

Urban Land Institute  
 International Council of Shopping Centers

### PROJECT MANAGER

**SELECTED PROJECT PROJECTS:**

- Memphis Aerotropolis Economic Strategy, Memphis, TN
- Memphis Aerotropolis Master Plan, TN
- Atlanta Aerotropolis Blueprint, Atlanta, GA
- Charlotte Douglas Area Strategic Dev't Plan, Charlotte, NC
- Virginia Beach Dome Site Positioning Plan, Virginia Beach, VA
- Eau Claire, Market Analysis & Dev't Strategy, Calgary, AB
- Waterford Station, Commercial Dev't Strategy, Sylvan Lake, AB
- Exploring the Winnipeg Airport City Economic Opportunity, MB
- Ekurhuleni Aerotropolis Master Plan, South Africa
- Belo Horizonte Aerotropolis Master Plan, Minas Gerais, Brazil

### MARTIN ANSTEY M.SC

Senior Vice President



**YEARS' EXPERIENCE:** 21 years

**EDUCATION:**

Masters of Science - University of Waterloo  
 Bachelor of Arts - University of British Columbia

**PROFESSIONAL ASSOCIATIONS:**

Urban Land Institute  
 International Council of Shopping Centers

### REAL ESTATE & FINANCIAL FEASIBILITY SPECIALIST

**SELECTED PROJECT PROJECTS:**

- Memphis Aerotropolis Economic Strategy- Memphis, TN
- Memphis Aerotropolis Master Plan, Memphis, TN
- Charlotte Douglas Area Strategic Dev't Plan, Charlotte, NC
- Downtown Phoenix Copper Square Redev't Area - Phoenix, AZ
- Candlestick Park, Mixed-Use Dev. Strategy - San Francisco, CA
- Candlestick Point Development Strategy, San Francisco, CA
- Coconut Creek MainStreet Market Analysis, Coconut Creek, FL
- Treasure Island Community Dev't Strategy, San Francisco, CA
- Hollywood Park Community Redev't Strategy, Los Angeles, CA
- Downtown Redevelopment Strategy, Fremont, CA
- Montelago Village Mixed-Use Revitalization Plan, Las Vegas, NV

\*In addition to the key team members, additional support staff will provide project assistance and they include: Andrew Fayn M.PI, David Godin M.PI, Andrew Nakazawa M.PI, and Cristiane Ribeiro

## CallisonRTKL KEY TEAM MEMBERS

### NATE CHERRY FAIA, AICP, LEED AP BD+C

Vice President



**YEARS' EXPERIENCE:** 28 years

**EDUCATION:**

Master of Architecture in Urban Design - Harvard University  
 Master of Architecture - Tulane University

**LICENSES & CERTIFICATIONS:**

Registered Architect - New York  
 Certified Urban Planner  
 LEED Accredited Professional: Bldg Design + Const.

**PROFESSIONAL ASSOCIATIONS:**

American Institute of Architects: College of Fellows  
 American Planning Association  
 Urban Land Institute

### STAKEHOLDER ENGAGEMENT SPECIALIST

**SELECTED PROJECT PROJECTS:**

- Midtown East Visioning Study - Ventura, CA
- Santa Clara Lawrence Station Area Plan - Santa Clara, CA
- CSUSB Major Master Plan Revision - San Bernardino, CA
- City Place Santa Clara - Santa Clara, CA
- Ala Moana Neighborhood TOD Plan - Honolulu, HI
- Aloha Stadium Neighborhood TOD Plan - Honolulu, HI
- Pasadena Central District Specific Plan - Pasadena, CA
- Monrovia Transit Village - Monrovia, CA
- Las Vegas Downtown Master Plan - Las Vegas, NV
- Burbank Urban Design Masterplan - Burbank, CA
- Downtown Brea Redevelopment Master Plan - Brea, CA

### NOAM MAITLESS AIA, LEED AP BD+C

Associate Vice President



**YEARS' EXPERIENCE:** 21 years

**EDUCATION:**

Master of Architecture - Harvard University  
 Master, Humanities - Stanford University  
 Bachelor, English Literature - Stanford University

**LICENSES & CERTIFICATIONS:**

Registered Architect - California  
 LEED Accredited Professional: Bldg Design + Const.

**PROFESSIONAL ASSOCIATIONS:**

American Institute of Architects  
 Pasadena Design Commission

### MASTER PLANNING ADVISOR

**SELECTED PROJECT PROJECTS:**

- Santa Clara Lawrence Station Area Plan - Santa Clara, CA
- Las Vegas Downtown Master Plan - Las Vegas, NV
- Dominion Bridge at Ramsay Exchange - Calgary, Canada
- Bob Hope Airport B-6 Master Planning Study - Burbank, CA
- Ekurhuleni Aerotropolis Master Plan - Ekurhuleni, South Africa
- Memphis Aerotropolis Master Plan - Memphis, TN
- CSUSB Major Master Plan Revision - San Bernardino, CA
- Stadium Redevelopment - Calgary, Canada
- Homeplate Houston Sports & Entertainment Dist. - Houston, TX
- Metro Division 7/W. Hollywood TOD Plan - West Hollywood, CA
- Carson Stadium Marketplace Concept Plan - Carson, CA

### JONATHAN LINKUS LEED AP

Senior Designer



**YEARS' EXPERIENCE:** 5 years

**EDUCATION:**

Master of Architecture in Urban Design - Harvard University  
 Bachelor, Architecture - University of Southern California

**LICENSES & CERTIFICATIONS:**

LEED Accredited Professional

**PROFESSIONAL ASSOCIATIONS:**

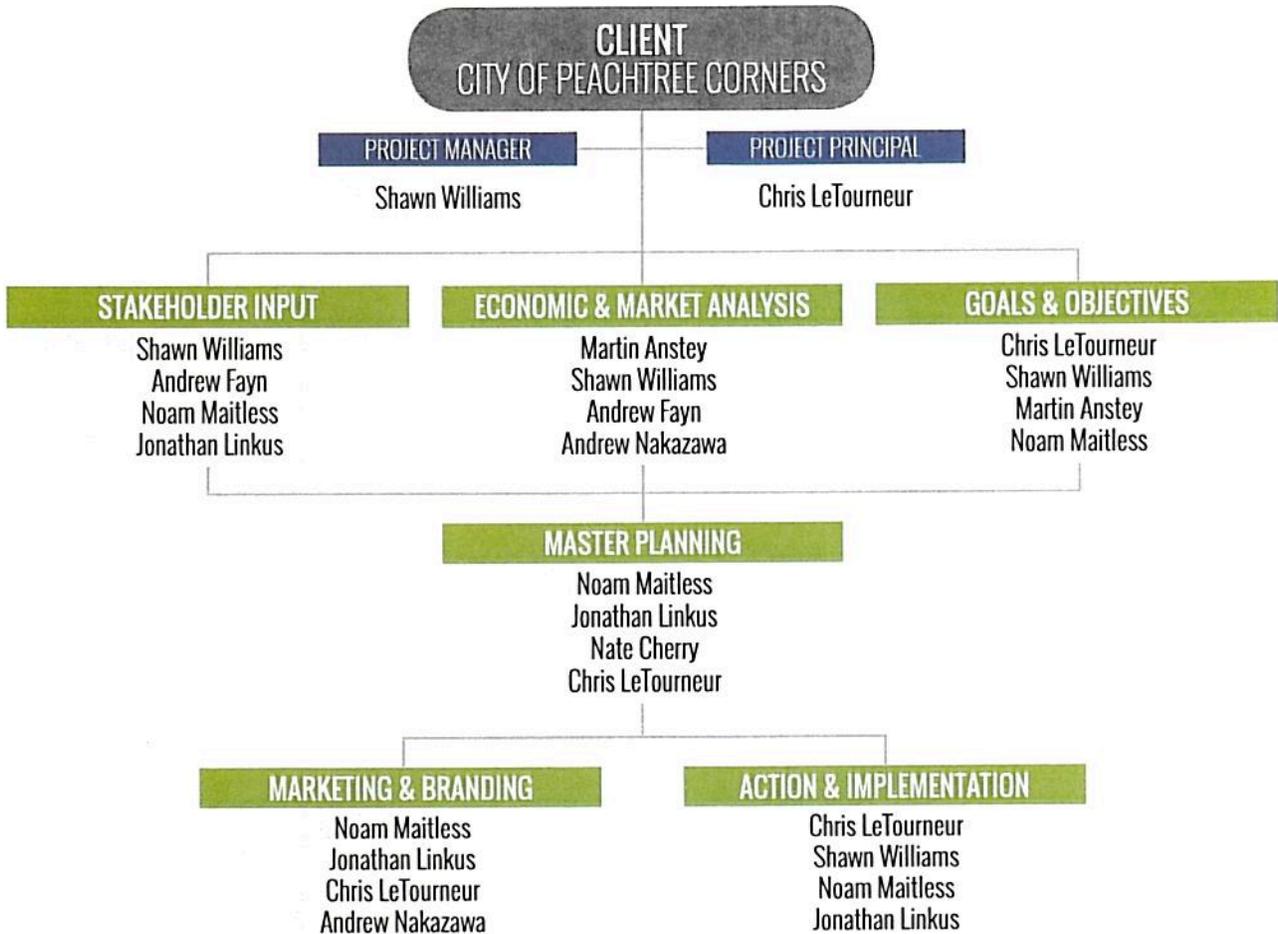
American Planning Association

### COMMUNITY MASTER PLANNER

**SELECTED PROJECT PROJECTS:**

- Las Vegas Downtown Master Plan - Las Vegas, NV
- City Place Santa Clara - Santa Clara, CA
- Santa Clara Lawrence Station Area Plan - Santa Clara, CA
- CSUSB Major Master Plan Revision - San Bernardino, CA
- Bob Hope Airport B-6 Master Planning Study - Burbank, CA
- Ala Moana Neighborhood TOD Plan - Honolulu, HI
- Memphis Aerotropolis Master Plan - Memphis, TN
- Ekurhuleni Aerotropolis - Ekurhuleni, South Africa
- Embarcadero Center - San Francisco, CA
- Aloha Stadium Neighborhood TOD Plan - Honolulu, HI
- Mission Creek Study - San Francisco, CA

# PROJECT ORGANIZATIONAL CHART



For this project, we carefully selected our team to be able to develop a Master Plan that responds to the extensive community engagement and reflects the stakeholder input that has been collected through the LCI Study.



Previous Public Engagement Sessions for the LCI plan



Interactive Community Discussion Workshop

Attention: Jennifer Howard  
City of Peachtree Corners  
City Hall - 147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092



*Connecting a World of Opportunities*

MXD Development Strategists Ltd.  
Suite 200-11120 Horseshoe Way  
Richmond, BC, Canada, V7A 5H7  
+1-604-272-6937  
MXDdevelopment.com  
info@MXDdevelopment.com

October 4, 2016

Re: RFP 2016-008 Innovation Hub Master Plan

Dear Jennifer Howard,

MXD Development Strategists and CallisonRTKL are pleased to submit this proposal to develop an Innovation Hub Master Plan. As the City seeks to establish a sustainable, equitable, and prosperous future, this plan presents a significant opportunity to create a place of Entrepreneurship, Knowledge Exchange, and Research & Development as well as a center for Education, Well-Being, and Community Gathering.

The Peachtree Corners LCI identifies the need to Address Traffic Issues; Facilitate Housing Choices; Refresh & Redevelop; Amenitize & Connect and Create Remarkable Spaces. The successful "Re-Imagining", "Re-Invigorating", and "Re-Branding" of Technology Park into an Innovation Hub will build on the foundation of the LCI ensuring continuity, while providing a framework for land use and transportation through a strategy of redevelopment and connectivity. MXD and CallisonRTKL's expertise results in a master plan that effectively links housing, employment opportunities and amenities such as dining, entertainment, and recreation to attract a skilled and diverse workforce, build community identity and foster economic development.

### Key Advantages

To achieve these objectives, we have assembled a multi-disciplinary team to provide the City of Peachtree Corners with a clear vision and direction for the transformation of Technology Park into a leading-edge Innovation Hub. Engaging the MXD Development Strategists - CallisonRTKL team provides four key advantages for success:

**Integrated approach to Economic Development & Master Planning** - MXD is a globally-recognized leader in market and economic driven Master Planning. Our proven approach provides a Development Strategy that is uniquely tailored to maximize the potential of every area.

**Local Area Knowledge and Experience** - MXD brings local area knowledge through its recent and ongoing work with the Atlanta Regional Commission and was recently invited to speak in Atlanta as part of a panel on economic growth and social development.

**CallisonRTKL Master Planning Expertise** - CallisonRTKL is an award-winning design studio with over 250 Master Plans that have been instrumental in a number of successful redevelopment efforts in Los Angeles, Memphis, Honolulu, Las Vegas, Santa Clara, San Francisco, and Orlando.

**Collaborative Synergy** - MXD and CallisonRTKL have created award-winning Master Plans such as the Memphis Aerotropolis Master Plan (American Planning Association), with decades of expertise perfectly suited to this exciting and transformative assignment.

We appreciate your consideration and want to thank you for allowing us to present our team's experience and capabilities. We look forward to working together with the City to build upon and strengthen its legacy as a regional economic driver and community hub.

Sincerely,

MXD Development Strategists Ltd.

A handwritten signature in blue ink, appearing to read 'Chris LeTourneur', is written over a light blue horizontal line.

Chris LeTourneur - President & CEO

CallisonRTKL

A handwritten signature in blue ink, appearing to read 'Noam Maitless', is written over a light blue horizontal line.

Noam Maitless - Associate Vice President

# PROPOSED APPROACH

In recognition of the objectives of the Innovation Hub Master Plan, we have outlined our work program into the following three sections:



## PHASE 1 - FEASIBILITY STUDY WEEKS 1 TO 8

Establishing a shared vision that is shaped by the community & business owners, target end users, and other stakeholders is key to the success of any master plan. This phase will focus on thoroughly analyzing the study area, economic development potential, real estate market potential, and policy and regulatory context. We will build on the findings and recommendations of the LCI, and solicit input to further understand existing conditions and objectives. Phase 1 will develop an overall framework of critical project constraints, best practices and future development opportunities. Most importantly, this phase will establish a foundation for development of the master plan in subsequent phases which will help to ensure the long term success of the Innovation Hub.

### TASK 1.1 - PROJECT KICK-OFF

The Innovation Hub Master Planning process will begin with a Kick-Off Meeting in the City of Peachtree Corners. MXD will lead the overall project management of the assignment to ensure workflow of the Team matches the cadence of meetings with City of Peachtree Corners ("Client") staff and Key Stakeholders and that the master plan milestone decision points are reached with the necessary supporting research and deliverables. Of particular importance, MXD will also ensure that the Innovation Hub Master plan builds on the three (3) Planning Themes and five (5) identified strategies of the LCI to meet the vision, goals and objectives of the broader community. An energizing and collegial project kick-off meeting will ensure that the Team understands its tasks and the Client understands the Team's methodology, Stakeholder Outreach Strategy, and project management approach. Our team proposes that a comprehensive site tour is conducted to view the current Technology Park with commentary from client representatives and stakeholder leaders. Tours of adjacent areas including the Town Center Nodes, and meeting with the Downtown Development Authority will shed light on the strategy from a city-wide context. A meeting with and tour of Prototype Prime's Incubator Hub would also form an preferred and integral part of the initial phase.

### TASK 1.2 - ASSESSMENT OF EXISTING CONDITIONS

The team will focus on taking inventory of current realities. This Task includes gathering the essential data and information from previous and ongoing studies of the Technology Park and LCI environs, preliminary Stakeholder Engagement, as well as a Physical/Land Development Analysis to identify developable land and priority developable areas. The team will be seeking to synthesize all of the key issues and opportunities. During this task, the team will:

- Work with Client & Stakeholder group to summarize strategic objectives of the 2015 LCI Study and how they relate to the Innovation Master Plan
- Review Peachtree Corners attraction, retention, and business marketing strategies, and current business incentives
- Review relevant land use and transportation policies and plans such as the Comprehensive Plan
- Review existing land use patterns and site features in the Technology Park
- Prepare visual documentation of existing and known future land uses
- Review traffic, east-west connectivity issues and action plan recommendations identified in the previous LCI Study
- Perform a high-level transportation analysis of current roadways, public transportation, etc. in the Innovation Hub Master Plan study area
- Assess key views to and from the area, and understand opportunities for improving the "gateway experience"
- Assess total area capacity of the Innovation Hub with respect to near, mid, and long-term development availability with information supplied by city staff
- Document overall site opportunities and constraints (SWOT)

### TASK 1.3 - BEST PRACTICES / CASE STUDIES

- Prepare appropriate Case Study Profiles of successful Innovation Hubs to identify best practices applicable to Peachtree Corners
- Provide a summary on the role of P3s in fostering innovation, attracting a skilled workforce and providing community amenities
- Assess the role of education in the formation of innovation hubs and approaches to the development of mixed-use educational facilities
- Investigate action and implementation items performed by the respective

municipality including zoning, incentives, and marketing strategies

- Provide benchmark performance data where data exists (range, scale and types of land uses; existing concentration of economic activity; target industries, objectives and projects).
- Identify infrastructure improvements undertaken (ie. high-speed fiber)
- Provide visual examples of leading-edge Innovation Hub commercial and mixed-use development concepts, ideas, and tenants

### TASK 1.4 - STAKEHOLDER MEETING #1

An initial Stakeholder Outreach “Workshop Event” is envisioned to gather local business and community input. It will be integral to build on the momentum of the original LCI process while also bringing in other key stakeholders “to the table” to ensure all voices are heard. For this task, the team will:

- Prepare digital post card invitation to the initial workshop
- Organize and facilitate stakeholder workshop convening invited stakeholders on the first day and then the larger community on the second day, to share the master plan process, current realities, and project goals.
- Utilize innovative and interactive exercises such as “Dot Democracy” and “Recipe Cards” to gather and document Stakeholder and Community input.
- Document the input and feedback in the Stakeholder Tracking Matrix and a Summary.

### TASK 1.5 - ECONOMIC CLUSTER ANALYSIS

The team will conduct a socio-economic overview of the study area and its adjacent areas with respect to the local and regional contexts. During this task, the team will:

- Prepare Macro Overview of Economic Circumstances and major commercial development initiatives in the region.
- Identify region’s primary economic drivers and niches to establish a competitive framework for considering the most strategic positioning.
- Using NAICS data, field research and other sources, identify and assess a range of “Economic Clusters” that are either present in the Technology Park, Peachtree Corners, the Region or are found in other successful Innovation Hubs
- Investigate “Niche Economic Clusters” that could be embraced
- Identify “Target Economic Clusters” which capitalize upon the Innovation Hub’s competitive advantages and connectivity and the economic context of the wider region

### TASK 1.6 - MARKET ANALYSIS & POSITIONING

The team will undertake a thorough Real Estate Market Analysis to determine development potential within the study area. The analysis will provide a recommended Development Program of prioritized land use types that function to meet project vision and objectives identified in Phase 1.

The land use types include:

- Office (Campus and Business Park)
- Multi-Family and Mixed-Use Residential
- Retail Commercial Development
- Culinary, Amenities & Recreation
- Hotel, Conference & Exhibition
- Education (Post Secondary)
- For each land use type, research and analysis will include:
  - Current supply and typology at Technology Park
  - Competitive supply and benchmarking of comparables
  - Trends of lease rates, property values, and absorption
  - Proposed or planned new projects in the pipeline (within Peachtree Corners and the surrounding municipalities)
  - Calculated new demand over a t-year period and incremental demand
  - Capture rate analysis of the amount of development (in square feet) that could be feasibly garnered at the Innovation Hub
  - Recommended Format, Positioning, and Phasing
- Prepare a succinct summary of anticipated Real Estate Demand and Development Program based on the market and economic findings
- From the above noted Development Program summarized the required:
  - Total land area
  - Built-up area
  - Potential net leasable area
  - Parking requirements (based on current zoning)
  - Absorption schedule
  - Required market demand capture
- Perform land utilization analysis, including use of a “highest & best use” model
- Prepare a phasing strategy factoring in near term objectives and long term success of the Innovation Hub
- Define optimal development typologies for each land use type. This includes:
  - Typical land requirements for each land use type
  - Urban form & density

### PHASE 1 - DELIVERABLES

- Kick-Off Meeting with City Staff and Sub-Committee
- Stakeholder Meeting/Workshop #1 and summary of findings
- Best Practices of Innovation Hubs
- SWOT Table
- Opportunities and Constraints Diagrams
- Summary of Economic Cluster Analysis
- Real Estate Market Study and Opportunities Findings
- Recommended Development Program
- Recommended Development Typologies
- Initial Phasing Strategy



## PHASE 2 - MASTER PLAN CONCEPTS & LAND USE PLAN

WEEKS 6 TO 18

The purpose of this phase is to take the information assembled in the Feasibility Study to formulate overall project recommendations within a framework of land use planning, transportation connectivity patterns and redevelopment strategies. Building on the thorough understanding of project objectives, existing conditions, and best practices identified in Phase 1, the recommendations of Phase 2 will be developed to Address Traffic Issues, Facilitate Housing Choice, Refresh & Redevelop, Amenitize & Connect and Create Remarkable Spaces within the study area. The tasks in this stage are:

### TASK 2.1 - FORMULATION OF GOALS AND OBJECTIVES

Our team will focus on using the information acquired in Phase 1 to develop and identify specific goals and objectives for the Innovation Hub Master Plan. Employing the outputs of the economic and market analysis, best practices, and city leveraged resources, the team will:

- Identify specific goals and objectives to attract and retain innovation in the Innovation Hub, to maximize development, job opportunities, and economic output
- Recommend specific business incentives that could be applied to the Innovation Hub, along with the potential viability of each incentive from an implementation standpoint
- Utilizing the stakeholder outputs from conversations with Prototype Prime, identify long-range goals for the business incubator including growth strategy, potential location expansion, and connections with future businesses
- Identify specific goals and objectives related to educational institutions within the Innovation Hub

### TASK 2.2 - PRELIMINARY LAND USE FRAMEWORK & REAL ESTATE DEVELOPMENT VISION

The master plan team will further study the development/redevelopment potential of the study area, taking into account alternative land use and intensity scenarios. The team will begin to translate key findings of the Feasibility Study, Goals, and Objectives into physical planning recommendations. Tasks will include:

- Identify key development areas "Nodes" where identified economic sectors could evolve and cluster to exploit the synergistic co-relationships between the nodes, educational institutions, incubator hubs, evolving town centers, and the wider region
- Identify the optimal overall allocation of development districts and nodes
- Identify the optimal allocation of the recommended housing types (i.e. workforce, rental, upscale detached) within the context of the Innovation Hub, and how each housing type would integrate and connect seamlessly with other land use types and amenities

- Provide recommendations on the allocation and optimal location of housing for residents downsizing and seniors "aging in place"
- Identify optimal location for education facilities in relation to other land use types
- Define properties available for development, redevelopment, infill, etc., based on the demand projections and Development program of Phase 1
- Illustrate land use concepts that allow enough flexibility for the individual needs of target end users in order to encourage real estate investment
- Identify recommended land use concepts illustrating development districts and nodes
- Summarize recommended land use concept in plans, tables, and charts

### TASK 2.3 - TRANSPORTATION, OPEN SPACE, AND LANDSCAPE

The master plan team will study existing data and propose initial transportation, open space frameworks, and landscape strategies that incorporate development, environmental and functional goals of the project. Design tasks include:

- Refinement of initial transportation, trail network and open space to improve accessibility and walkability within study area
- Identify opportunities to increase access and visibility of amenities and undeveloped areas identified as "hidden gems" by the community in the previous LCI process
- Establish a framework strategy for the provision of public open space
- Integrate mobility goals with the Recommended Optimal Development Program
- Consider recommendations for higher-order, multi-modal transit implementation
- Utilize placemaking strategies to encourage walking, cycling and to "create remarkable spaces" for the community and future population
- Integrate the strategic elements of local success initiatives such as the Atlanta Beltline and other redevelopment initiatives

### TASK 2.4 - STAKEHOLDER MEETING #2

For the second stakeholder meeting, our team will present the findings from Tasks 1 and 2, including primary goals and objectives, as well as initial direction of the Concept Master Plan. Upon receipt of feedback and comments, the master plan team will refine and begin to prepare the Final Concept Master Plan for the Innovation Hub. The team will:

- Prepare digital post card invitation to the second stakeholder workshop
- Organize and facilitate stakeholder open house/workshop convening stakeholders and invited guests on the first day and then the larger community on the second day, to share the results from the Tasks 1 and 2, and present initial direction for the Master Plan.
- Gather input on the development strategy and initial master plan direction that will be inputted to create the final master plan concept.
- Document the input and feedback in the Stakeholder Tracking Matrix and a Summary.

## TASK 2.5 - MASTER PLAN DEVELOPMENT

During this task, the master plan team will prepare the Final Concept Master Plan for the Innovation Hub, incorporating feedback received from stakeholders, city staff, and the sub-committee throughout the planning process. The master plan team will employ innovative planning principles and strategies used for award-winning work around the world. The master plan will be refined accordingly and developed to a point where it will lay the groundwork for action and implementation. The master plan team will focus on multiple design aspects and criteria, including:

- **Master Plan Framework**
  - Concept diagrams
  - Land use and density
  - Development area summary
  - Integration with Town Center nodes and Corridor Redevelopment
- **Development Form & Character**
  - Overall urban form and district character
  - Image, identity, and gateway experience
  - Mixed-use and transit-oriented development framework
  - Refined development typologies
  - Architectural character (precedents and visualizations)
  - Historic Resources and Natural Resources
- **Open Space & Public Realm**
  - Innovative outdoor amenities
  - Placemaking and public space character
  - Landscaping palette
  - Complete Street integration
- **Transportation**
  - Connectivity to Town Center nodes and the Atlanta region
  - Public transportation recommendations
  - Street framework and typologies
  - Vehicle, Bicycle, and Public Transit Routes
  - Pedestrian routes
  - Parking typologies and strategies
- **Infrastructure**
  - High-tech infrastructure strategies (fiber, communications, etc.)
  - Physical infrastructure strategies
- **Sustainability**
  - Building environmental performance recommendations
  - Environmental resiliency strategies, design concepts and benchmarks
  - Energy, water, stormwater, and waste recommendations

## PHASE 2 - DELIVERABLES

- Identification of goals and objectives
- Recommendations for attraction, retention, and business incentives
- Goals and strategy for business incubator
- Vision Plan for the recommended optimal development program
- Land Use Concept Plan including districts, nodes, and other key development areas
- Identified potential properties for development and redevelopment
- Stakeholder Meeting/Workshop #2 and summary of findings
- Final Concept Master Plan consisting of maps, tables, charts, and visual imagery



## PHASE 3 - IMPLEMENTATION & BRANDING

WEEKS 16 TO 24

Phase 3 involves building upon the Final Concept Master Plan and developing an Implementation Action Plan that will ensure that the Master Plan becomes a tool for “redevelopment” and “revitalization” of the Technology Park. A marketing, branding, and PR strategy will be developed to ensure that the right messages and visual imagery is being communicated to various targeted audiences through multiple mediums. The tasks in this stage are:

### TASK 3.1 - DEVELOPMENT STRATEGY AND IMPLEMENTATION ACTION PLAN

The team will refine the development program from Phase 1 based on the Final Concept Master Plan and begin providing recommendations for implementation.

Tasks will include:

- Refining land use absorption chart
- Prepare 10-year phasing plan for recommended land-use and real estate development based on project goals and objectives
- Perform high-level assessment of economic impacts and benefits of redevelopment
- Review current zoning for the Technology Park and develop an “Innovation District” zoning typology based on the Master Plan Concept and Best Practices
- Identify the top ten (10) “Catalytic Sites” where significant strategic development/redevelopment could occur in the near and medium-term

For each Catalytic Site, provide:

- Potential location
- Economic sector
- Development typology

- Potential incentives
- Enabling transportation and infrastructure improvements

Develop an Implementation and Action Plan that arranges the Master Plan by time and activity and recommends action steps for both near, medium, and long-term activities:

- Potential Public Sector support
- Catalytic projects
- Redevelopment opportunities
- Transportation improvements
- Infrastructure improvements
- Monitoring & Benchmarking

### TASK 3.2 - MARKETING AND BRANDING

The team will develop a marketing and branding framework that will assist city staff and the sub-committee in re-branding the Technology Park into the Innovation Hub, and how it can be marketed from a communications and public relations standpoint. In this task, the team will:

- Identify and analyze brands of progressive Innovation and Tech Hubs
- Audit existing brand and marketing materials
- Conduct a “Brand DNA” exercise with city staff and the sub-committee to develop key components of the Innovation Hub
- Define target markets on who the brand should be marketed towards
- Develop ideas for re-branding
- Develop up to three (3) options for color palette to be used for re-branding
- Recommend strategic marketing and communications platforms
- Develop taglines and key words that the Innovation Hub can employ in marketing material
- Integrate strategies of Prototype Prime and other incubator hubs into the marketing material
- Utilizing the re-branding, key words, and marketing recommendations, create a brief Public Relations strategy to communicate an effective message to target audiences
- Create a time-frame that will be integrated into the Action Plan (Task 3.1) to ensure marketing, branding, and PR tasks are completed in a timely manner
- Create indicators that will allow for future review of marketing, branding, and PR strategies by city staff and sub-committee

### TASK 3.3 - FINAL REPORT AND PRESENTATION

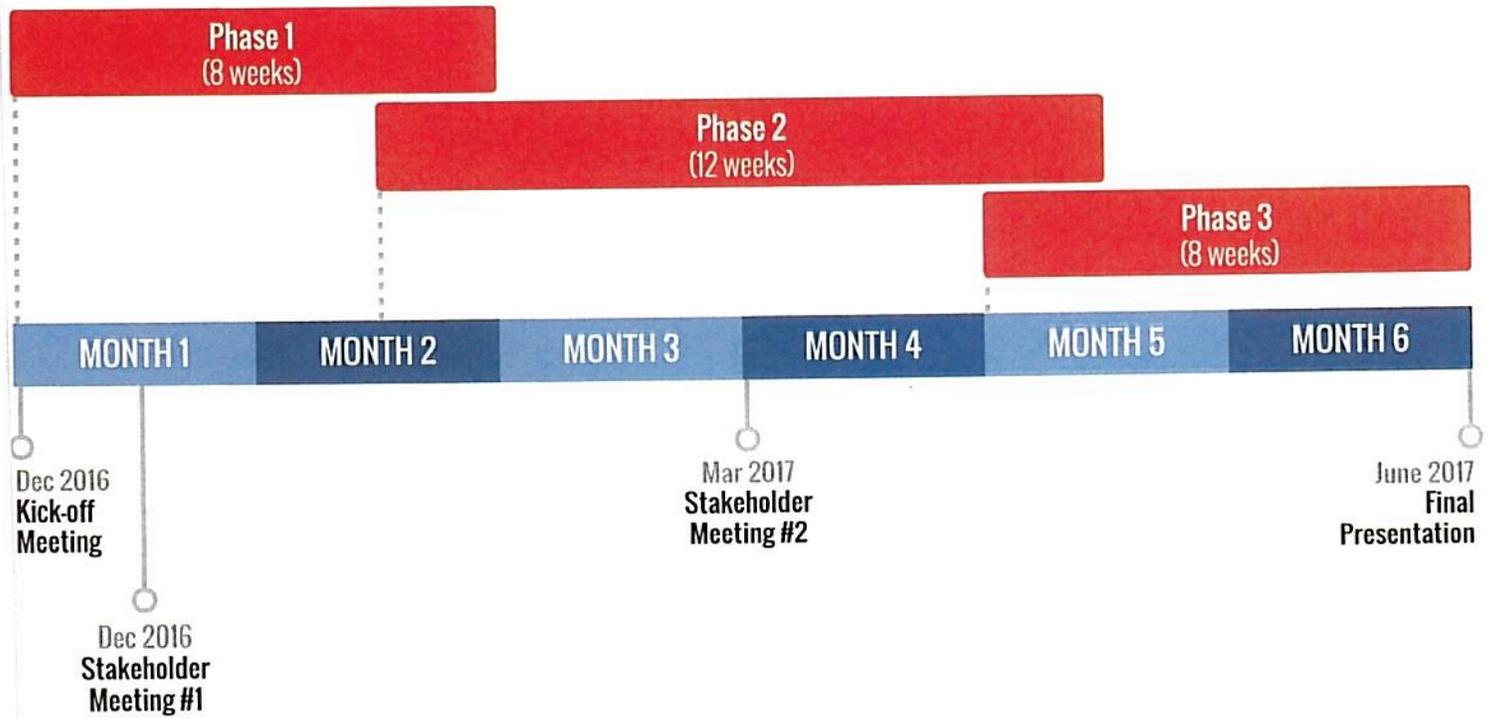
MXD and CallisonRTKL will deliver a final report to the Client for the Innovation Hub Master Plan. This report will present the process that was followed to reach the solution as well as a summary of all the deliverables of the previous tasks. The final, fully-day workshop will be where our team will present the Final Report to city staff and the sub-committee.

### PHASE 3 - DELIVERABLES

- Refined 10-year phasing plan
- Economic impacts and benefits
- New zoning recommendations (Innovation District)
- Catalytic Project “hot sheets”
- Time-based Implementation and Action Plan
- Audit of existing brand and marketing materials
- “Brand DNA” summary findings
- Target Market recommendations
- Re-branding recommendations
- Color palette recommendations
- Marketing strategies
- Brief on potential communications strategy
- Success-based indicators
- Final Innovation Hub Master Plan Report
- Final Presentation

# PROPOSED PROJECT TIMELINE

Achieving an implementable plan will be critical to the short and long term success of the Innovation Hub Master Plan. MXD recommends that the work program be completed in six months (24 weeks). The proposed timeline can be changed as mutually agreed upon by MXD and the Client (The City of Peachtree Corners) either prior to work commencement or during the project stages as the assignment evolves:

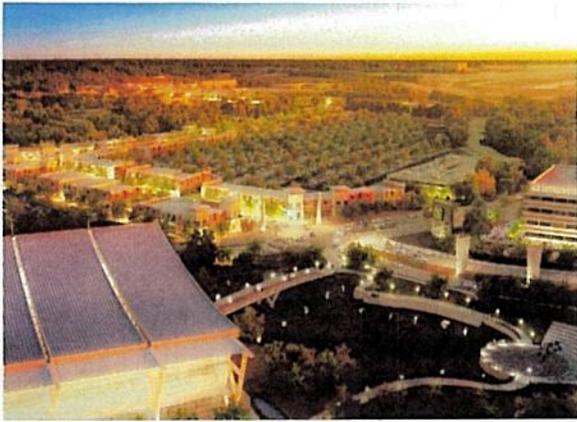


## WORKLOAD AND EXISTING COMMITMENTS

Name	Commitments	% Available for Innovation Hub Master Plan
Chris LeTourneur	Charlotte Airport Area Strategic Development Plan, Pittsburgh International Airport Advisory Services, Economic Development Advisory Services in South America, Commercial Development Consulting in Egypt, Corporate Responsibilities	25%
Martin Anstey	Charlotte Airport Area Strategic Development Plan, Development Master Plan in Central Europe, Commercial Market Study in Alberta	25%
Shawn Williams	Development Master Plan in Central Europe; Phoenix Airport Land Redevelopment Program	50%
Nate Cherry	Denver Broncos Master Plan; Phoenix Airport Land Redevelopment Program, Hawaiian Homelands TOD, Arboleda Master Plan, Local Studio Management, Global Urban Design Leadership	25%
Noam Maitless	Phoenix Airport Land Redevelopment Program, Las Vegas Sports and Entertainment District Master Plan, Arboleda Master Plan, Santa Clara TOD	25%
Jonathan Linkus	Cal State San Bernardino Master Plan, Las Vegas Sports and Entertainment District Master Plan	50%

# MXD COMPARABLE EXPERIENCE

## Atlanta Aerotropolis Blueprint | Atlanta, Georgia



MXD Development Strategists is working in partnership to create the Atlanta Aerotropolis Blueprint. This bold project is as much about coalition and consensus building as it is about vision, strategy, and economic development and it is a collaborative process built upon a foundation of extensive stakeholder engagement, particularly with the business community and government.

MXD performed a comprehensive market and economic analysis, including existing and potential economic clusters that can leverage the connectivity of Hartsfield-Jackson International Airport. Catalyst development project concepts were identified, defined, and located on strategic sites and corridors throughout the Aerotropolis.

**Communication Methods Used to Engage the Public:**  
 Business Stakeholder Focus Group Discussions / Public Open Houses / Online Surveys

**Client:**  
 Atlanta Regional Commission

**Completion:**  
 2015

**Services:**  
 Economic Cluster Analysis  
 Stakeholder Engagement  
 Airport Connected Development Strategy

**Team Member Participation**  
 Chris LeTourneur  
 Shawn R. Williams

## Memphis Aerotropolis Master Plan | Memphis, Tennessee



The Memphis Aerotropolis Master Plan received the Tennessee American Planning Association 2015 award for “Outstanding Plan of the Year.” As part of a wider consortium, MXD Development Strategists was retained by the City of Memphis and the Greater Memphis Chamber to prepare the Memphis Aerotropolis Master Plan for the City of Memphis. The Memphis Aerotropolis Master Plan is a Comprehensive Planning & Commercial Development Strategy encompassing over 50 square miles of land with the primary objective of Creating Job and Economic Growth. The MXD Development Strategists’ input informs the strategic direction for implementation, including market & economic analysis, preparation of commercial development concepts, development allocation and layout planning and phasing strategy.

**Communication Methods Used to Engage the Public:**  
 Public Open Houses / Business Stakeholder Focus Group Discussions / Online Surveys

**Client:**  
 City of Memphis &  
 Greater Memphis Chamber

**Completion:**  
 2013

**Services:**  
 Economic Cluster Analysis  
 Land Use Planning  
 Market Analysis  
 Catalyst Project Identification

**Team Member Participation**  
 Chris LeTourneur  
 Martin Anstey  
 Shawn R. Williams  
 David Godin

## Charlotte Area Strategic Development Plan | Charlotte, North Carolina



MXD Development Strategists is leading an international consortium of planners, engineers, developers and urban designers to create the Charlotte-Douglas International Airport Area Strategic Development Plan (CLT AASDP).

The AASDP will function as a market-ready land use master plan built on a solid foundation of Market, Economic and Financial Analysis. MXD is currently identifying the “Highest and Best Use” Development Program to fully “Optimize Non-Aeronautical Revenue Streams,” within the CLT competitive context. The AASDP is a key priority in ensuring a cohesive spatial framework for CLT as well as the generation of revenues to further off-set operating costs.

### Communication Methods Used to Engage the Public:

Public Meetings & Open Houses / Stakeholder Listening Tours / Stakeholder Phone Interviews

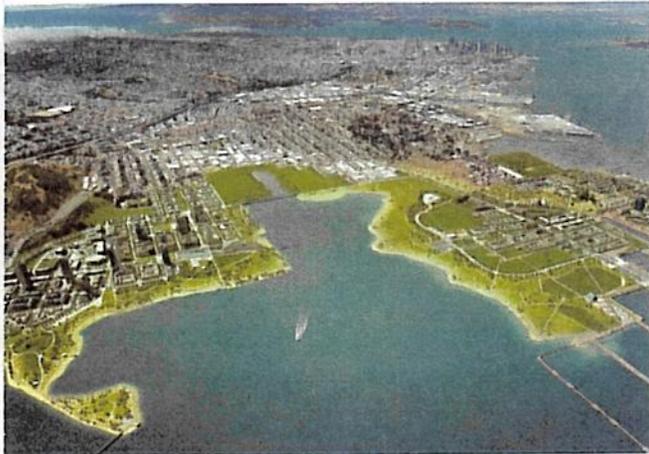
**Client:**  
Charlotte-Douglas  
International Airport

**Completion:**  
Ongoing

**Services:**  
Economic Cluster Analysis  
Market Analysis  
Land Use Planning  
Catalyst Project Identification  
Marketing & Branding

**Team Member Participation**  
Chris LeTourneur  
Martin Anstey  
David Godin  
Shawn R. Williams

## Candlestick Point Development Strategy | San Francisco, California



MXD was retained to perform a comprehensive Real Estate Market Study and Financial Analysis for a mixed-use redevelopment site at Candlestick Point in San Francisco. MXD’s Financial Analysis for the development site assisted in attracting developer interest and assessed the potential for joint-venture partnerships.

As part of the ongoing evolution of Candlestick Point, Lennar Urban has received city approvals for the recommended development of a 500,000 square foot shopping center by 2017, as well as plans to build a 1,200-seat arts venue and a 4,400-seat performance center.

### Communication Methods Used to Engage the Public:

Focus Group Meetings / Public Official-Stakeholder Discussions

**Client:**  
Lennar Urban

**Completion:**  
2014

**Services:**  
Target Audience Identification  
Real Estate Financial Analysis  
Development Strategy  
Competitive Positioning

**Team Member Participation**  
Chris LeTourneur  
Martin Anstey

## Coconut Creek MainStreet District | Coconut Creek, Florida



MXD Development Strategists was retained by the City of Coconut Creek to perform a Market Analysis and Development Strategy for an undeveloped portion of land that would create a Main Street and mixed-use Town Center. Land uses under study included retail, office and residential. MXD also studied and calculated the potential tax revenue that would be the result of the planned development program.

The MXD team worked with a number of stakeholders including: City officials, business interests, as well as a private developer and a Casino operator.

### Communication Methods Used to Engage the Public: Presentations to City Council

**Client:**  
City of Coconut Creek

**Completion:**  
2013

**Services:**  
Mixed-Use Revitalization Strategy  
Financial and Market Analysis  
Land Use Planning

**Team Member Participation**  
Chris LeTourneur  
Martin Anstey

## Fairbourne Station Redevelopment Strategy | West Valley City, Utah



MXD Development Strategists provided consultancy services through a market-driven report for the strategic redevelopment of West Valley City Center. This multi-modal, mixed-use project integrates core city center land uses such as residential, retail, office, hotel and civic functions. This Transit-Oriented Development (TOD), once complete, will become a hub for West Valley, where office employees, shoppers and residents are able to interact in a seamless environment. MXD's study was based off of a multifaceted market analysis that provided a clear phasing strategy on how the redevelopment should be implemented over time. This study was used as the pre-cursor and base for an overall master plan strategy.

### Communication Methods Used to Engage the Public: Stakeholder meetings with adjacent property owners

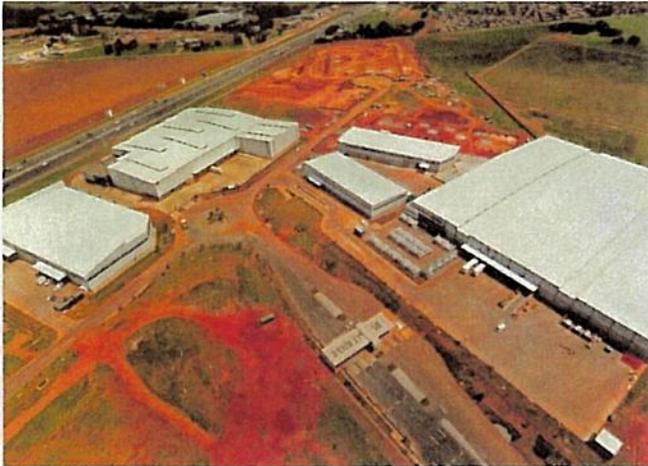
**Client:**  
West Valley City

**Completion:**  
2011

**Services:**  
Real Estate Market Analysis  
Stakeholder Engagement

**Team Member Participation**  
Chris LeTourneur  
Andrew Fayn

## Ekurhuleni Aerotropolis Master Plan | South Africa



The Ekurhuleni Aerotropolis Master Plan received the first place award for 'Best Private Sector Project' at the biannual Planning Africa 2016 awards and also tied for first place to win the 'Best Public Sector Project' award for the project's client, Ekurhuleni Metropolitan Municipality. The Master Plan will identify and provide direction on leveraging the OR Tambo Int'l Airport as an economic engine for the region, province and country of South Africa. Primary objectives of the Master Plan are increased employment, diversification of the local economy and strengthening the regions' role as the "Gateway to Africa". The Ekurhuleni Aerotropolis is positioned to be where businesses come to do business with Africa, both as a hub of investment and expertise.

Communication Methods Used to Engage the Public:  
Focus Groups / Public Open Houses

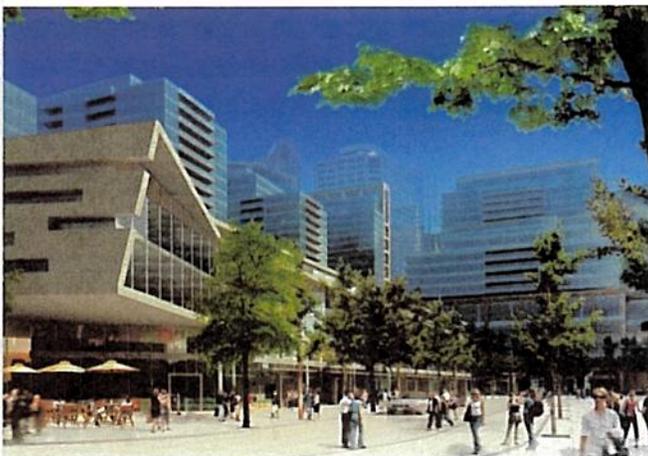
Client:  
Ekurhuleni Metropolitan  
Municipality

Completion:  
2014

Services:  
Mixed-Use Revitalization Strategy  
Financial and Market Analysis  
Land Use Planning

Team Member Participation  
David Godin  
Shawn R. Williams

## Eau Claire - Market Analysis & Development Strategy | Calgary, AB Canada



MXD was retained to provide strategic input outlining the market opportunity and feasibility for a major mixed-use redevelopment located in the heart of Downtown Calgary adjacent to the Bow River.

The project would redevelop the existing single-purpose Eau Claire market and transform it into a vibrant multi-purpose, mixed-use project comprised of four residential towers, offices and a hotel rising above a retail podium.

Communication Methods Used to Engage the Public:  
Worked with private sector client throughout duration of the project

Client:  
Harvard Developments Inc.

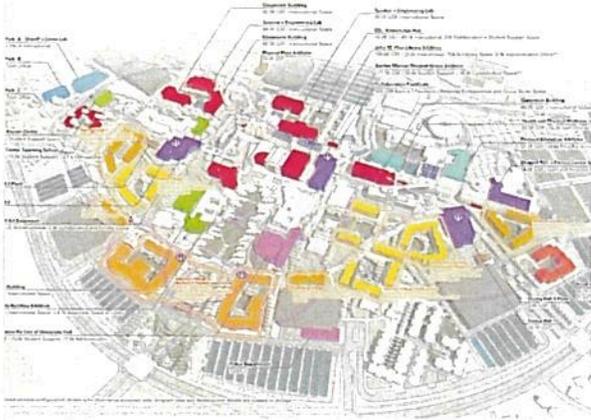
Completion:  
2011

Services:  
Market Opportunity &  
Feasibility Assessment

Team Member Participation  
Chris LeTourneur  
Martin Anstey

# CallisonRTKL COMPARABLE EXPERIENCE

## CSUSB Major Long Term Master Plan | San Bernardino, California



CallisonRTKL's upcoming long term major master plan for CSU San Bernardino will guide administrators as they foster an evolution from a commuter campus of 15,000 to a full-fledged learning community of 25,000 over 25 to 30 years. CSUSB, by the numbers, will be a regional cultural and academic center, and a world-class case study in sustainability benchmarking.

The 440 acre campus plan, which received a one page update in 1997, is long overdue for a makeover. CSUSB is now a complex social and learning environment that needs an equally sophisticated built environment.

**Communication Methods Used to Engage the Public:**  
Open Houses / Focus Groups / Individual Interviews / Steering Committee

**Client:**  
CSU San Bernardino

**Completion:**  
Ongoing

**Services:**  
Masterplanning  
Community Outreach  
Urban Design

**Team Member Participation**  
Nate Cherry  
Noam Maitless  
Jonathan Linkus

## CSUSB Palm Desert Campus Major Master Plan | San Bernardino, California



CallisonRTKL is deeply engaged with campus and local community members in the Coachella Valley to develop a special vision for the CSUSB Palm Desert satellite campus. The plan has not been updated since the campus' inception nearly 15 years ago. This is a rare opportunity to prepare what administrators believe will become the next new university in the CSU system.

Applying state-of-the-art performance driven design methodologies to design alternatives, our firm is exploring the impact of campus configuration decisions that will impact future generations in terms of outdoor comfort, energy and water use, social cohesion, and the quality of the teaching environment.

**Communication Methods Used to Engage the Public:**  
Open Houses / Focus Groups / Individual Interviews / Steering Committee

**Client:**  
CSU San Bernardino

**Completion:**  
Ongoing

**Services:**  
Master Planning  
Community Outreach  
Fundraising Outreach  
Urban Design

**Team Member Participation**  
Nate Cherry  
Noam Maitless  
Jonathan Linkus

## Dominion Bridge at Ramsay Exchange | Calgary, Alberta - Canada



As a walkable, mixed-use development, Ramsay Exchange is the perfect complement to the oldest settled community in Calgary, featuring reclaimed historic structures, pedestrian-friendly streets, public art and enhanced streetscapes. Historically, Ramsay has been home to a unique blend of artists, manufacturing and traditional architecture. In keeping with the community's character, this 11-acre master plan integrates a variety of land uses, including residential, office, and retail in a walkable district. Easy access to transit and proximity to the downtown will enable residents to walk, bike, or take the bus or light rail for work and entertainment.

### Communication Methods Used to Engage the Public: Community Meetings

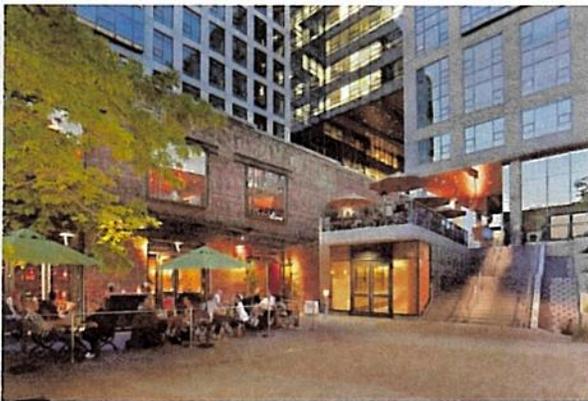
**Client:**  
Torode Commercial Limited

**Completion:**  
2013

**Services:**  
Master Planning  
Urban Design  
Architecture  
Branding/Branded Environments

**Team Member Participation**  
Nate Cherry  
Noam Maitless  
Jonathan Linkus

## Amazon.com Phase IV | Seattle, Washington



Designed to combine state-of-the-art sustainability with an historic warehouse character, Amazon.com's new headquarters reflects its innovative approach to online retailing. CallisonRTKL's design for three of the 11 campus buildings in Seattle's South Lake Union is characterized by brick masonry construction that pays homage to the original industrial character of the neighborhood.

The mid-rise office buildings, all designed to LEED Gold standards, will consolidate scattered staff onto one campus to foster collaboration and improve efficiency for the Fortune 500 company.

### Communication Methods Used to Engage the Public: Worked with private sector client throughout duration of the project

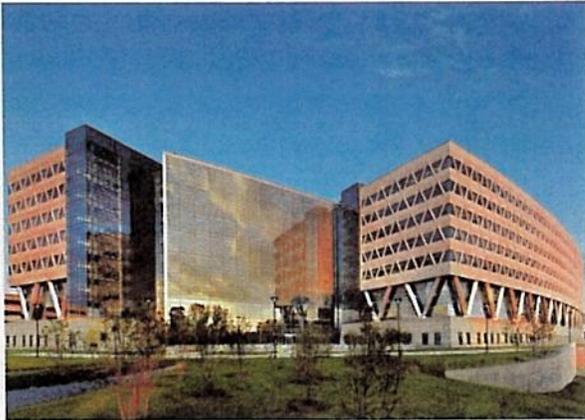
**Client:**  
Amazon

**Completion:**  
2011

**Services:**  
Feasibility Study  
Master Planning  
Site Planning  
Architectural Design

**Team Member Participation**  
James Rothwell  
Michael Medina

## National Geospatial-Intelligence Agency, Campus East | Fort Belvoir, Maryland



The joint venture of CallisonRTKL and KlingStubbins completed master planning and design for the new East Coast headquarters of the National Geospatial-Intelligence Agency, which consolidated six existing locations into a new campus. The facility allows NGA to perform their critical functions in a state-of-the-art facility designed to enable their technical, organizational, and cultural transformations. The consolidation of the six NGA locations was a stipulation of the 2005 Base Realignment and Closure (BRAC) process and a reflection of changes in the NGA's mission, which has become more centralized with changing systems technology and security needs. The new facility houses 24/7 operations centers, a data center, administrative space, a technology center, support and storage space, an auditorium and conference center, the NGA College, a central utility plant, and a parking structure for 5,100 vehicles.

**Communication Methods Used to Engage the Public:**  
Worked with private sector client throughout duration of the project

**Client:**  
National Geospatial-Intelligence Agency and U.S. Army Corps of Engineers

**Completion:**  
2011

**Services:**  
Architecture  
MEP Engineering  
Structural Engineering  
Technology Design

**Team Member Participation**  
Rod Henderer  
Daun St. Amand  
Ridge Dixon

## Microsoft West Campus | Redmond, Washington



West Campus, Microsoft's largest project to date, represents the company's continuing commitment to developing a world-class facility. The 1.3 million sq ft project features four office buildings clustered around a central campus commons, offering employees convenient amenities such as a post office, a mini-spa and 14 food venues. Inside the office buildings, a variety of work station types, light-filled atriums and teaming areas encourage collaboration and innovation. State-of-the-art conference facilities and sports and recreation areas complete the comprehensive live-work-play environment that reflects the natural beauty of the Pacific Northwest.

**Communication Methods Used to Engage the Public:**  
Worked with private sector client throughout duration of the project

**Client:**  
Microsoft

**Completion:**  
2009

**Services:**  
Master Planning  
Architectural Design  
Space Planning

**Team Member Participation**  
James Rothwell  
Kalman Axelrod

## Washington Mutual Irvine Campus | Irvine, California



For its Irvine offices, WaMu sought to add new buildings and a parking garage, and to create a more integrated campus. Callison mirrored the existing exterior finishes while improving overall circulation and wayfinding. For the first office building, Callison created a high-efficiency floorplate allowing WaMu to achieve its real estate goals. Callison used elegant details and simple execution to create an attractive, cost-efficient campus.

**Communication Methods Used to Engage the Public:**  
Worked with private sector client throughout duration of the project

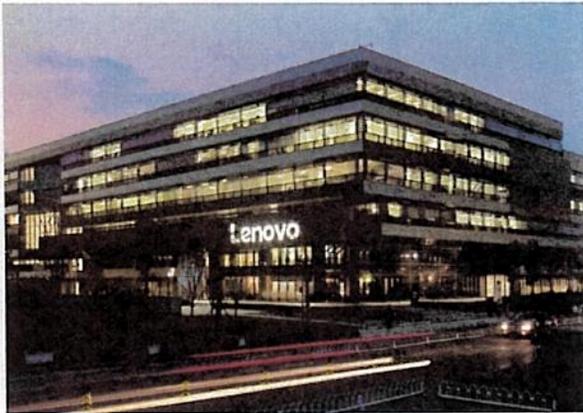
**Client:**  
Washington Mutual

**Completion:**  
2002

**Services:**  
Master Planning  
Site Planning  
Architectural Design

**Team Member Participation**  
James Rothwell  
Michael Medina

## Lenovo Campus Global Headquarters | Beijing, China



Creating a building that is both beautiful and green, CallisonRTKL's design team formed a new campus environment and corporate community for Lenovo, the multinational personal technology company based in Beijing. The overall approach was to connect employees to the environment and establish a strong sense of unity while meeting U.S. Green Building criteria and the China GBL 3-Star.

The new campus will provide a high-performance headquarters for 10,000 employees and will strengthen Lenovo's standing as one of the world's leading technology brands.

**Communication Methods Used to Engage the Public:**  
Worked with private sector client throughout duration of the project

**Client:**  
Lenovo (Beijing) co. Ltd.

**Completion:**  
Estimated 2017

**Services:**  
Planning and Urban Design  
Architecture  
Interior Architecture and Design  
Landscape Architecture

**Team Member Participation**  
Rod Henderer  
Doug McCoach

# FEE PROPOSAL

Given our keen interest in working with The City of Peachtree Corners on this assignment, we would undertake the described Phase 1 through Phase 3 work program for a Professional Fee budget “not to exceed” of USD \$136,000 (including taxes, disbursements, and expenses). The proposed budget is summarized as follows:

TASK	DESCRIPTION	FEE BUDGET (USD)	% FEE BUDGET
<b>PHASE 1 - FEASIBILITY STUDY</b>			
1.1	Project Kick Off	\$2,000	2%
1.2	Assessment of Existing Conditions	\$4,000	3%
1.3	Best Practices / Case Studies	\$2,000	2%
1.4	Stakeholder Meeting #1	\$4,000	3%
1.5	Economic Cluster Analysis	\$5,000	4%
1.6	Market Analysis & Positioning	\$12,000	10%
		<b>PHASE 1 TOTAL</b>	<b>\$29,000 25%</b>
<b>PHASE 2 - MASTER PLAN CONCEPTS &amp; LAND USE PLAN</b>			
2.1	Formulation of Goals and Objectives	\$6,000	5%
2.2	Recommended Optimal Development Program - Vision Plan	\$8,000	7%
2.3	Transportation, Open Space and Landscape	\$7,000	6%
2.4	Stakeholder Meeting #2	\$4,000	3%
2.5	Master Plan Development	\$32,000	28%
		<b>PHASE 2 TOTAL</b>	<b>\$57,000 49%</b>
<b>PHASE 3 - SITE PRIORITIZATION &amp; ACTION PLAN</b>			
3.1	Development Strategy and Implementation Action Plan	\$11,000	9%
3.2	Marketing and Branding	\$15,000	13%
3.3	Final Report and Presentation	\$4,000	3%
		<b>PHASE 3 TOTAL</b>	<b>\$30,000 26%</b>
		<b>TOTAL FEE</b>	<b>\$116,000 100%</b>
		<b>PROJECTED EXPENSES</b>	<b>\$20,000</b>
		<b>TOTAL PROJECT FEE &amp; EXPENSES</b>	<b>\$136,000</b>

**Education****Masters Degree**

**Community/Regional Planning**  
*University of British Columbia*  
*Vancouver, BC, Canada*

**Bachelor of Arts**

**Urban & Economic Geography**  
*University of British Columbia*  
*Vancouver, BC, Canada*

**Expertise****Economic Development****Mixed-Use Development Planning****Financial Analysis & Market Driven  
Community Planning****Downtown Revitalization****Airport Cities and Aerotropolis****Airport Land Development & Master  
Planning****Generating Non-Aeronautical Revenue  
Streams****Leading Edge Airport Development Trends****Airport, Rail & Transportation Terminal  
and Retail****Tourism & Resort Retail Master Planning****Inter-Modal Transportation****Place Creation & Programming****International Trends/Formats****Professional Profile**

In his twenty-five years of experience working in Market Driven Planning, Architecture and Engineering, Chris has established an appreciation for the multi-disciplinary skills that are necessary to assess local and regional market conditions, identify and analyze emerging economic clusters, and to develop a Strategic Economic Development Plan.

Chris recently lead the Market and Economic Strategy for the Atlanta Aerotropolis Blueprint and has lead project teams to create Commercial Development Strategies around the world including Memphis, Denver, Vancouver, Edmonton, Winnipeg, Halifax, Belo Horizonte (Brazil), Ekurhuleni Johannesburg (South Africa), Gold Coast (Australia), Muscat (Oman), and Hong Kong (China), to mention a few.

**Relevant Project Experience**

- Memphis Aerotropolis Real Estate Market/Economic Strategy, TN
- Memphis Aerotropolis Master Plan, TN
- Charlotte Douglas Airport Area Strategic Development Plan, Charlotte, NC
- Atlanta Aerotropolis Blueprint, Atlanta, GA
- Virginia Beach Dome Site Positioning Strategy, Virginia Beach, VA
- Dallas/Fort Worth Int'l Airport Airport Development Plan, Dallas, TX
- Market Street at the Woodlands, North Houston, TX
- Telfair (Newland Communities), Sugarland, TX
- West 8 Mixed-Use Development, Houston, TX
- Coconut Creek MainStreet Dev't Market Analysis, Coconut Creek, FL
- Xentury City Master Plan, Orlando, FL
- Denver International Airport, Airport City Development Strategy, CO
- Aspen Downtown Enhancement, CO
- Downtown Redevelopment Strategy, Fremont, CA
- Leduc Aerotropolis Viability Study, Leduc, AB
- Edmonton International Airport, Land Development Master Plan, AB
- TAG Sherwood Park Site Master Plan & Dev't Strategy, Sherwood Park, AB
- TAG Riverview Lands Master Plan & Dev't Strategy, Leduc County, AB
- Currents at Windermere Mixed-Use Dev't Strategy, Edmonton, AB
- Spruce Grove Economic / Real Estate Strategy, Spruce Grove, AB
- Vancouver International Airport, Commercial Development Strategy, BC
- City of Winnipeg, Connected City Development Strategy, MB
- Halifax International Airport, Airport Land Development Strategy, NS

**Professional Associations**

- Urban Land Institute (ULI)
- International Council of Shopping Centers (ICSC)
- Canadian Institute of Planners
- Resort Forum
- Airport Council International
- American Association of Airport Executives (AAAE)

## ■ Education

**Diploma of Urban Planning**  
Langara College  
Vancouver, BC Canada

## ■ Expertise

**Real Estate Market Analysis**

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**Economic Development**

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**Feasibility Analysis**

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**Market-Driven Planning**

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**Mixed Use Development Planning**

---

**Aerotropolis Planning**

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**Airport City Planning**

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**Downtown Revitalization**

---

**Retail Layout Planning**

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**Place Creation & Programming**

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**Land Use Planning**

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**Demographic Analysis**

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**Geographic Information Systems**

## ■ Professional Associations

- Urban Land Institute (ULI)
- International Council of Shopping Centers (ICSC)

## ■ Professional Profile

Shawn is a Economic Development Planner at MXD Development Strategists and participates on various assignments involving Economic Cluster and Real Estate Market Analysis, Mixed-Use Development Positioning Strategy, and Layout Planning.

Shawn has played an active role in the South East United States including evolving the Memphis Aerotropolis Master Plan, which received the 2015 award for "Outstanding Plan of the Year" from the Tennessee Chapter of the American Planning Association (APA) and the coordination of Regional-Scale Real Estate Market Analysis & Master Planning Strategies. Shawn acts as primary liaison on multi-disciplinary consulting teams involving Market Research, Urban Planning, Economic Development, Urban Design, Fiscal Tax Structures and Implementation.

Shawn offers a solid foundation in Planning Principles incorporating current best practices in Urban Planning and fundamentals of Economic Analysis. With this professional background, Shawn performs data analysis and has the ability to interpret the wider development implications.

## ■ Relevant Project Experience

- Memphis Aerotropolis Real Estate Market/Economic Strategy, TN
- Memphis Aerotropolis Master Plan, TN
- Virginia Beach Dome Site Positioning Strategy, Virginia Beach, VA
- Atlanta Aerotropolis Blueprint, Atlanta, GA
- Charlotte-Douglas International Airport Area Development Strategy, NC
- Dallas Fort-Worth Int'l Airport Commercial Development Strategy, DFW, TX
- Eau Claire, Real Estate Market Analysis & Development Strategy, Calgary, AB
- Sylvan Lake Retail Gap Analysis Phase 1, Sylvan Lake, AB
- Sylvan Lake Retail Gap Analysis Phase 2, Sylvan Lake, AB
- Waterford Station, Commercial Development Strategy, Sylvan Lake, AB
- Exploring the Winnipeg Airport City Economic Opportunity, MB
- Winnipeg International Airport Master Plan, Winnipeg, MB
- Harvard East & West – Regina Retail Impact Assessment, Regina, SK
- Sakimay East & West Real Estate Market Analysis & Strategy, Regina, SK
- Ekurhuleni Aerotropolis Master Plan, South Africa
- Belo Horizonte Aerotropolis Master Plan, Minas Gerais, Brazil

## ■ Education

### Master of Science

University of Waterloo  
Waterloo, ON, Canada

### Bachelor of Arts

University of British Columbia  
Vancouver, BC, Canada

## ■ Expertise

*Real Estate Market Analysis*

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*Financial Analysis*

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*Demographic Analysis & Projections*

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*Economic Impact Analysis*

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*Mixed-Use Development Planning*

---

*Transit-Oriented Development Planning*

---

*Retail Layout Planning & Merchandising Strategies*

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*Land-Use Planning*

---

*Geographic Information Systems*

---

*International Real Estate Development Trends*

## ■ Presentations

- China Retail Council, "Retail Development Trends in Asia"
- Airport City – Opportunities for Non-Aeronautical Revenue
- Using Financial Analysis to Optimize Mixed-Use Developments

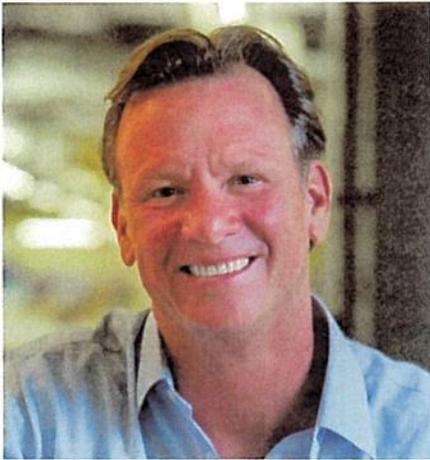
## ■ Professional Profile

In his seventeen years of experience in Real Estate Development, Martin has participated in over 350 assignments involving Regional Economic Development, Transit-oriented Developments, Mixed-use Town Center Planning, Downtown Area Revitalization efforts, Large-format Shopping Centers, Entertainment Centers and Urban Redevelopment Strategies. Martin has participated in a wide range of real estate development projects throughout North America, Asia, Europe and the Middle East, and has been part of the leading edge in defining successful approaches for creating viable real estate projects.

One of Martin's primary roles is to perform the quantitative analysis that is the foundation for "Market-Driven Planning". He combines the use of financial analysis, demographic analysis and Geographic Information Systems (GIS) to objectively determine opportunities for new commercial, residential, resort, retail, hotel, office and mixed-use developments throughout the world. Martin then assists in translating this analysis into optimal concept plans that reflect successful planning and design principles.

## ■ Select Project Experience - North America

- Virginia Beach Dome Site Positioning Strategy, Virginia Beach, VA
- Downtown Phoenix Copper Square Redevelopment Area, AZ
- Candlestick Park, Sports-Oriented Mixed-Use Dev. Strategy, San Francisco, CA
- Candlestick Point Redevelopment Project, San Francisco, CA
- Treasure Island Community Development Strategy, San Francisco, CA
- Hollywood Park Community Redevelopment Strategy, Los Angeles, CA
- Downtown Redevelopment Strategy, Oxnard, CA
- Downtown Redevelopment Strategy, Fremont, CA
- Development Framework, Petaluma, CA
- Sacramento Rail Yards Redevelopment, Sacramento, CA
- Horizon City Eco Mixed-Use Community Dev. Strategy, Aurora, CO
- Union Mixed-Use Village and Assisted Living Facility, Longmont, CO
- Coconut Creek MainStreet Development Market Analysis, Coconut Creek, FL
- Central Entrance, Miller Hill Corridor Market Study, Duluth, MN
- The Bridges of Saint Paul Riverfront Mixed-Use Dev., Saint Paul, MN
- Baxter Meadows Mixed-Use Town Centre Dev. Strategy, Bozeman, MT
- Montelago Village Mixed-Use Revitalization Strategy, Las Vegas, NV
- Downtown Redevelopment Strategy, Phoenix, NV



# Nate Cherry

VICE PRESIDENT

FAIA, AICP, LEED AP+BC

Nate is the director of the Planning and Urban Design Group in Los Angeles and has over 25 years of experience in the planning, design and entitlement of over 300 mixed use projects on 5 continents. His experience varies from several blocks to regional plans, with an emphasis on downtown regeneration, urban resilience, transit oriented development, sports and entertainment, airports, universities, and mixed use. His team has won over 80 national, state and local design awards. His writings include numerous books, articles and blogs about urbanism, and he speaks regularly at national conferences and universities.

## Education

Master of Architecture in Urban Design  
Harvard University

Bachelor of Architecture  
Tulane University

## Licenses and Certifications

Registered Architect  
New York

Certified Urban Planner

LEED Accredited Professional: Building Design + Construction

## Professional Affiliations

American Institute of Architects  
College of Fellows

American Planning Association

Urban Land Institute

## SELECTED EXPERIENCE

**Midtown East Visioning Study**  
150.0-AC, Ventura, CA, United States

**Santa Clara Lawrence Station Area Plan**  
Santa Clara, CA, United States

**CSUSB Major Master Plan Revision**  
San Bernardino, CA, United States

**City Place Santa Clara**  
8,339,400-SF, 17.7-AC, Santa Clara, CA, United States

**Ala Moana Neighborhood Transit-Oriented Development Plan**  
Honolulu, HI, United States

**Aloha Stadium Neighborhood Transit-Oriented Development Plan**  
Honolulu, HI, United States

**Pasadena Central District Specific Plan**  
960.0-AC, specific plan to guide development within Pasadena's Central District including growth policies, development,

regulations and design guidelines, Pasadena, CA, United States

**Monrovia Transit Village**  
3,484,802-SF, 79.8-AC, masterplanning, urban design and conceptual architecture for mixed-use transit-oriented development, Monrovia, CA, United States

**Las Vegas Downtown Master Plan**  
Las Vegas, United States

**L.A. LIVE**  
610,000-SF, 27.2-AC, retail and entertainment district, component of larger LA Sports & Entertainment District Master Plan, Los Angeles, CA, United States

**LA Sports & Entertainment District Master Plan**  
4,000,000-SF, 33.0-AC, master plan and architecture for a 33-acre urban district incorporating major sports and entertainment facilities, Los Angeles, CA, United States

**Downtown Brea Redevelopment Master Plan**  
1,088,995-SF, 25.0-AC, master plan for mixed-use

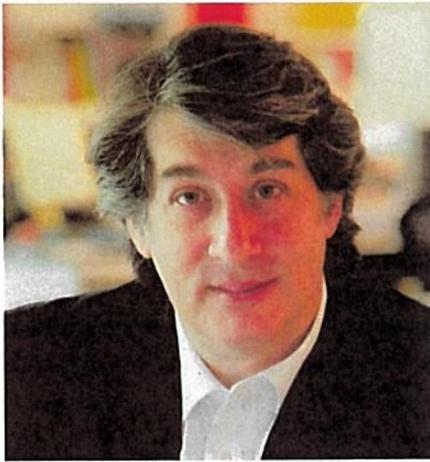
redevelopment including a 22-screen Cineplex, more than 220,000 SF of retail, nearly 100 residential units, two parking structures, civic space and year-round events, Brea, CA, United States

**Burbank Urban Design Masterplan**  
2,613,593-SF, 60.0-AC, master planning, urban design, community outreach, new housing development standards, Burbank, CA, United States

**Mission Creek Study**  
San Francisco, CA, United States

**Eau Claire TOD Mixed-Use**  
1,614,585-SF, 6.0-AC, mixed use development with 1100 residential units distributed across six residential towers, a 350 room hotel and retail in the downtown Eau Claire area of Calgary, Calgary, Canada

**Dominion Bridge at Ramsay Exchange**  
479,160-SF, 11.0-AC, urban mixed-use project oriented around the principles of smart growth and sustainable development, Calgary, Canada



# Noam Maitless

ASSOCIATE VICE PRESIDENT

AIA, LEED AP BD+C

Noam has over 20 years of experience in architecture and urban design, in the US and overseas, bringing extensive experience in complex transit-oriented urbanism and leadership in transportation design to CallisonRTKL. Passionate about the intersections between architecture, mobility, and long-range infrastructure, Noam has led CallisonRTKL's efforts in aerotropolis master planning.

## Education

**Master of Architecture**

Harvard University

**Master, Humanities**

Stanford University

**Bachelor, English Literature**

Stanford University

## Licenses and Certifications

**Registered Architect**  
California

**LEED Accredited Professional:**  
Building Design + Construction

## Professional Affiliations

**American Institute of Architects**

**Pasadena Design Commission**

## SELECTED EXPERIENCE

**Santa Clara Lawrence Station Area Plan**  
Santa Clara, CA, United States

**Las Vegas Downtown Master Plan**  
Las Vegas, United States

**Dominion Bridge at Ramsay Exchange**  
479,160-SF, 11.0-AC, urban mixed-use project oriented around the principles of smart growth and sustainable development, Calgary, Canada

**Bob Hope Airport B-6 Master Planning Study**  
Burbank, CA, United States

**Ekurhuleni Aerotropolis**  
512,000.0-AC, Ekurhuleni, South Africa

**Memphis Aerotropolis Master Plan**  
Memphis, TN, United States

**CSUSB Major Master Plan Revision**  
San Bernardino, CA, United States

**Stadium Redevelopment**  
Calgary, Canada

**Homeplate Houston Sports and Entertainment District**  
Houston, TX, United States

## SELECTED PRIOR EXPERIENCE

### TOD AND MIXED-USE DEVELOPMENT

**Metro Division 7/West Hollywood TOD Master Plan**  
West Hollywood, CA, United States

**Metro Westlake TOD**  
Los Angeles, CA, United States

**Arpeggio Mixed-Use Development**  
Berkeley, CA, United States

**Metro Division 6/RAD Mixed-Use**  
Culver City, CA, United States

**Long Beach TOD**  
Long Beach, CA, United States

**East Valley Operations and Maintenance Facility**  
Tempe, AZ, United States

**Carson Stadium Marketplace Concept Plan**  
LCarson, CA, United States

### TRANSPORTATION-STATIONS AND FACILITIES

**Metro Patsaouras Plaza BRT Station**  
Los Angeles, CA, United States

**Metro Red/Purple Line Station Canopy Design**  
Los Angeles, CA, United States

**Metro Division 13**  
Los Angeles, CA, United States

**Metro LAX-Super-Division Concept Plan**  
Los Angeles, CA, United States

**Gold Coast Transit**  
Ventura, CA, United States



# Jonathan Linkus

SENIOR DESIGNER

LEED AP

Jonathan brings deep theoretical knowledge, technical skills, and pioneering experience in transit-oriented development, airport area planning, and ecologically based urban resilience. He has extensive experience in the planning of airport cities and transportation-oriented developments and is especially passionate about landscape urbanism.

## Education

**Master of Architecture in Urban Design**  
Harvard University

**Bachelor, Architecture**  
University of Southern California

## Licenses and Certifications

LEED Accredited Professional

## Professional Affiliations

American Planning Association

## SELECTED EXPERIENCE

**Las Vegas Downtown Master Plan**  
Las Vegas, NV, United States

**City Place Santa Clara**  
8,339,400-SF, 17.7-AC, Santa Clara, CA, United States

**Santa Clara Lawrence Station Area Plan**  
Santa Clara, CA, United States

**CSUSB Major Master Plan Revision**  
San Bernardino, CA, United States

**Bob Hope Airport B-6 Master Planning Study**  
Burbank, CA, United States

**Ala Moana Neighborhood Transit-Oriented Development Plan**  
Honolulu, HI, United States

**Memphis Aerotropolis Master Plan**  
Memphis, TN, United States

**Ekurhuleni Aerotropolis**  
512,000.0-AC, Ekurhuleni, South Africa

**Embarcadero Center**  
San Francisco, CA, United States

**Aloha Stadium Neighborhood Transit-Oriented Development Plan**  
Honolulu, HI, United States

**Mission Creek Study**  
San Francisco, CA, United States

**Eau Claire TOD Mixed-Use**  
1,614,585-SF, 6.0-AC, mixed use development with 1100 residential units distributed across six residential towers, a 350 room hotel and retail in the downtown Eau Claire area of Calgary, Calgary, Canada

**Dominion Bridge at Ramsay Exchange**  
479,160-SF, 11.0-AC, urban mixed-use project oriented around the principles of smart growth and sustainable development, Calgary, Canada

**Homeplate Houston Sports and Entertainment District**  
Houston, TX, United States

**R2016-11-67**

**A RESOLUTION TO ADOPT THE REVISED EMERGENCY OPERATIONS  
PLAN FOR GWINNETT COUNTY AND ITS MUNICIPALITIES**

**WHEREAS**, Gwinnett County and its municipalities may be subjected to emergencies and disasters of all types; and

**WHEREAS**, Gwinnett County and its municipalities will continue to be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people; and

**WHEREAS**, Gwinnett County and its municipalities will plan and prepare in order to implement efficient emergency operations and to mitigate the effects of emergencies and disasters; and

**WHEREAS**, Such planning and operations has been a coordinated effort of local departments and agencies; and

**WHEREAS**, Gwinnett County and its municipalities will coordinate emergency prevention, mitigation, preparedness, response and recovery activities through the Gwinnett County Office of Emergency Management in a manner consistent with the requirements of the Georgia Emergency Management and Homeland Security Agency; and

**WHEREAS**, The Gwinnett County Office of Emergency Management has developed, in partnership with local governments and community agencies, a comprehensive Emergency Operations Plan in compliance with the requirements of the Georgia Emergency Management and Homeland Security Agency.

**NOW THEREFORE, BE IT RESOLVED** that the Gwinnett County Emergency Operations Plan of 2016 is hereby approved and adopted by the Mayor and Council of the City of Peachtree Corners, Georgia, and it shall serve as the basis to assist all local governments and citizens in time of emergency or disaster.

**IT IS SO RESOLVED THIS 15<sup>th</sup> day of November, 2016.**

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

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

SEAL

# **Action Item**

Approval of the 2017  
Meeting Calendar

**Kym Chereck**

# 2017 MEETING CALENDAR

January							July						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31				

February							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4				1	2	3	4
5	6	7	8	9	10	11	5	6	7	8	9	10	11
12	13	14	15	16	17	18	12	13	14	15	16	17	18
19	20	21	22	23	24	25	19	20	21	22	23	24	25
26	27	28					26	27	28	29	30	31	

March							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30	31		24	25	26	27	28	29	30

April							October						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1							1
2	3	4	5	6	7	8	2	3	4	5	6	7	8
9	10	11	12	13	14	15	9	10	11	12	13	14	15
16	17	18	19	20	21	22	16	17	18	19	20	21	22
23	24	25	26	27	28	29	23	24	25	26	27	28	29
30							30	31					

May							November						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30	31				26	27	28	29	30		

June							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3						1	2
4	5	6	7	8	9	10	3	4	5	6	7	8	9
11	12	13	14	15	16	17	10	11	12	13	14	15	16
18	19	20	21	22	23	24	17	18	19	20	21	22	23
25	26	27	28	29	30		24	25	26	27	28	29	30
							31						

- Council Meeting – 7PM
- Planning Commission Mtg. – 7PM
- Zoning Board of Appeals Mtg. – 7PM
- Observed Holidays
  - 1/2 New Year’s Day
  - 1/16 MLK Day
  - 2/20 Presidents Day
  - 5/29 Memorial Day
  - 7/4 4<sup>th</sup> of July
  - 9/4 Labor Day
  - 11/10 Veteran’s Day
  - 11/24-25 Thanksgiving
  - 12/23-26 Christmas Eve/Day
- 2017 Gwinnett School Calendar
  - Jan. 1-5 Winter Holiday
  - April 4 – 8 Spring Break
  - May 25 Last Day of School
  - August 7 First Day of School \*
  - Nov. 20-24 Thanksgiving Holiday \*
  - Dec 20-30 Winter Holiday \*
- 2017 GMA Conference

\*Date Options-2017-2018 School Calendar has not been adopted

**02016-11-82**

**AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS ZONING RESOLUTION ART. III, DEFINITIONS, AND ART. VI, GENERAL PROVISIONS, BY ADDING A DEFINITION AND SEC. 600, TO REGULATE VENDING MACHINES AND OUTDOOR STORAGE LOCKERS; 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 2012 Zoning Resolution;

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

**Section 1:** The City of Peachtree Corners 2012 Zoning Resolution shall be amended by adding the following (underlined words):

**ARTICLE III. – DEFINITIONS**

Out of store marketing device is any facility or equipment which is located outside of a primary building on a site zoned for nonresidential uses, which is used for the primary purpose of providing a product or service without the owner's or agent's immediate presence, and which is manufactured to include a color, form, graphic, illumination, symbol, and/or writing thereon to communicate information regarding the product or service provided to the public. Examples of out-of-store marketing devices include: bank ATM units, movie and other vending machines, newspaper racks, drink machines, ice boxes, and storage lockers.

Section 600 A - Out-of-store marketing device.

(a) Out-of-store marketing devices shall be allowed in nonresidential zoning districts.

(b) The marketing device shall not exceed ten feet in height and shall not be illuminated except for illumination intrinsic to the device.

(c) A maximum of two outside storage devices that are visible from the street shall be allowed.

(d) Out-of-store marketing devices shall be located no more than five (5) feet from the primary building on the property unless an alternate location is approved by the Community Development Director.

(e) Signage on Out-of-store marketing devices shall be limited to one sign located directly on the front of the device that is no greater in area than one (1) foot high x the length of the device

**Section 2**

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.  
Effective this 20th day of December, 2016.

Approved by:

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

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

SEAL

**02016-11-81**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2016-005 / SUP2016-004, AZTEC STONE, TO REZONE FROM M-1, LIGHT INDUSTRY, TO C-2, COMMERCIAL, AND APPROVE A SPECIAL USE PERMIT TO ALLOW OUTDOOR STORAGE AND ACCOMMODATE THE EXPANSION OF A STONE YARD AT 5055 AND 5039 BUFORD HWY., DIST.6, LAND LOT 257, PARCELS 025 AND 027, PEACHTREE CORNERS, GA**

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

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on November 15, 2016 and December 20, 2016;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on December 20, 2016 hereby ordain and approve Zoning Case RZ2016-005/ SUP2016-004, Aztec Stone, for the above referenced property with the following enumerated conditions:

1. Outdoor storage of stone products and landscape materials shall be permitted as a special use provided that all site development requirements and conditions of approval (including fencing and landscaping) are completed within 240 days of zoning approval.
2. A 25-ft. undisturbed buffer shall be provided along the northern and western (side and rear) property lines.
3. The Buford Highway frontage along the expansion property shall be improved with landscaping which shall include, at a minimum, 4-in caliper oak trees spaced a maximum of 20-feet on center and groupings of evergreen shrubs in between the trees. (Tree variety shall be selected from among those listed in Zoning Code Overlay standards sec. 1315.2-2D) Street trees required for the existing stone yard site shall be added to the front of the expansion property. The landscape plan shall be subject to approval by the city arborist.
4. Remove gravel and inactive telephone pole from along the front of the expansion site property.
5. The decorative fence shall be extended across the expansion site frontage.
6. Oversized signs shall be prohibited.
7. No additional monument signs shall be permitted.
8. No inventory shall be stored on-site until a 5-foot wide sidewalk is provided along the entire Buford Highway frontage. (Evidence of payment into the Gwinnett County

sidewalk fund for the existing stone yard site shall exempt the sidewalk requirement along the existing stone yard frontage.)

9. Within 90 days of approval, all debris shall be removed from the property.

Effective this 20th day of December, 2016.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Attest:

\_\_\_\_\_  
Kymberly Chereck, City Clerk

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

**R2016-11-66**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND THE SALE CONTRACT FOR THE TOWN CENTER PROPERTY.**

WHEREAS, the Downtown Development Authority (the "Authority") of the City of Peachtree Corners ("City") owns certain real property consisting of 19.689 acres on Peachtree Parkway and Medlock Bridge Road within the City (the "Property") to be developed for the purpose of promoting trade commerce, industry and employment opportunities in the downtown business district of the City; and

WHEREAS, with City's approval, the Authority entered that certain Purchase and Sale Contract dated March 24, 2015 with Fuqua Acquisitions II, LLC ("Fuqua"), as amended by five Amendments to Purchase and Sale Contract dated June 18, 2015, August 21, 2015, September 4, 2015, September 9, 2015, and September 24, 2015 (the "Sale Contract") for the sale of approximately twelve (12) acres (the "DDA Sale Property") out of the Property, and the mixed used development by Fuqua for the Authority and the City of most of the remainder of the Property (the "Project");

WHEREAS, the original Date of Closing deadline in the Sale Contract of March 4, 2016, was extended until December 5, 2016 by R2016-02-54; and

WHEREAS, Fuqua Development is requesting an Amendment to the Sale Contract to further extend said Date of Closing; and

WHEREAS, the City Council is desirous of giving to the Authority's Chairman, its counsel and to the City's Community Development Director the authority to negotiate, and authorizing the Authority's Chairman to enter into, an Amendment to the Sale Contract to extend the Date of Closing for a period of time not to exceed \_\_\_\_\_ (\_\_) months;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Peachtree Corners as follows:

1. The extension of the Date of Closing with Fuqua pursuant to the Sale Contract is hereby authorized for up to but not over \_\_\_\_\_ (\_\_) months.
2. The Chairman of the Authority is hereby authorized and directed to execute and deliver an Amendment to the Sale Contract with such extension of closing as may be negotiated by the Chairman, the Mayor, City's Community Development Director, and the Authority's counsel, up to a maximum of \_\_\_\_ (\_\_) months, and the execution of the said Amendment by the Authority's Chairman as hereby authorized shall be conclusive evidence of any such approval.

SO RESOLVED AND EFFECTIVE, this the 15th day of November, 2016.

Attest:

Approved:

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Kym Chereck, City Clerk

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Mike Mason, Mayor

Seal