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COUNCIL MEETING AGENDA

Mike Mason, Mayor

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

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

June 16, 2015

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) CONSIDERATION OF MINUTES – May 19, 2015

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

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

J) OLD BUSINESS

1. **O2015-05-47
Greg Ramsey** Second read and consideration of an ordinance for an addition to the code of ordinances, City of Peachtree Corners, Georgia to provide construction site waste management; to provide for codification; to provide severability; to provide for penalties; to repeal conflicting ordinances; to provide an adoption date; to provide an effective date; and for other purposes allowed by law. (Public Hearing)
2. **O2015-05-45
Brandon Branham** Second read and consideration of an ordinance of the City of Peachtree Corners, Georgia, adopting the amended fiscal year 2015 budget for each fund of the City of Peachtree Corners, Georgia. (Public Hearing)

3. **O2015-05-46
Brandon Branham** Second read and consideration of an ordinance of the City of Peachtree Corners, Georgia, adopting the fiscal year 2016 budget for each fund of the City of Peachtree Corners, Georgia. (Public Hearing)
4. **O2015-05-44
Diana Wheeler** Second read and consideration of an ordinance to amend Article V of the 2013 City of Peachtree Corners Zoning Resolution by modifying specific provisions of the Overlay Standards to prohibit tube lighting around store front windows, repealing conflicting regulations and setting an effective date. (Public Hearing)

K) NEW BUSINESS

1. **O2015-06-48
Brandon Branham** First read and consideration of an Ordinance to amend chapter 6 (“alcoholic beverages”) of the Code of the City of Peachtree Corners, Georgia, to amend and provide certain definitions; to authorize malt beverage tastings.
2. **O2015-06-49
Diana Wheeler** First read and consideration of an Ordinance to approve Town Center development drawings and permitted restaurants, and amend specific Town Center regulations pursuant to SUP 2015-003, Town Center / DDA Property for 20.6 acres of property located in the 5100 Block of Peachtree Parkway, 6th District, Land Lot 301, City of Peachtree Corners, GA. (2nd read and public hearing on July 21, 2015)
3. **PH2015-004
Diana Wheeler** Consideration of Accepting a 7.426 acre Subdivision Plat for Roberts Properties located at Peachtree Parkway and Peachtree Corners Circle in the 6th District, Land Lot 301, City of Peachtree Corners, GA.
4. **Action Item
Brandon Branham** Consideration of approval for the CH2M Community Development Contract.
5. **Action Item
Brandon Branham** Consideration of approval for the CH2M Public Works Contract.
6. **Action Item
Brandon Branham** Consideration of approval for the Gwinnett Municipal Association Membership Renewal.
7. **Action Item
Greg Ramsey** Consideration of approval of an Intergovernmental Agreement with Gwinnett County for Speed Hump Program (Maintenance & Installation).
8. **Action Item
Greg Ramsey** Consideration of approval for a Geo-Spatial Contract.
9. **Action Item
Matthew Elder
Gwinnett County** Consideration of approval for rejoining the Gwinnett Urban County Community Development Block Grant (CDBG) program and authorizing the Mayor to execute, and the City Clerk to certify, all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Gwinnett Urban County CDBG program.

- 10. R2015-06-41** Consideration of approval for a Resolution to Approve a Moratorium of 90 Days for the Acceptance of any Business License Application, Zoning Application, Application for Sign Permits, Use Permits or other Applications involving or addressing the Retail Sale of Consumer Fireworks or Fireworks within the Territorial Limits of the City of Peachtree Corners.

L) WORK SESSION

- 1. Greg Ramsey** Discussion concerning upcoming RFQ for consultant design services
- 2. Diana Wheeler** Discussion concerning Peachtree Parkway Bridge
- 3. Jeanne Aulbach** Discussion concerning a Community Resources Program for Peachtree
Diana Wheeler Corners
- 4. Jay Lowe** Discussion concerning a zoning code amendment regarding the
Diana Wheeler measurement of fence height
- 5. Brandon Branham** Discussion on FEMA Hazard Mitigation Plan.

M) EXECUTIVE SESSION

- 1. Discussion concerning a real estate matter.**

N) ADJOURNMENT

Minutes

May 19, 2015

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
MAY 19, 2015, @ 7:00PM

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

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

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

MAYOR’S OPENING REMARKS: Mayor Mason requested that everyone remember the true meaning of the upcoming holiday, Memorial Day. Mayor Mason stated that the Incubator event, which was held on May 14, 2015, was a success, with approximately 220 people in attendance. Mayor Mason reminded everyone that the Peachtree Corners Festival will be held on Saturday, June 13th and Sunday, June 14th; with a free concert headlining Banks and Shane on Friday, June 12th.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE APRIL 21, 2015 COUNCIL MEETING.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

PUBLIC COMMENT: Sheri Snyder and Carla Snyder both expressed opposition to Ordinance 2015-05-44 concerning tube lighting around store front windows.

PRESENTATIONS AND REPORTS:

Presentation of Recycling Rewards

Mayor Mason announced that there were three \$100.00 gift certificates to Home Depot awarded for Recycling Rewards winners.

Proclamation – Public Works Week

Mayor Mason presented a Proclamation to Greg Ramsey and the Public Works Staff in support of Public Works Week which is observed May 17-23.

Staff Activity Report – Community Development

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of April 20, 2015 – May 8, 2015. These activities included, among other items, meeting with developers to review potential townhouse projects, meeting with applicants with public hearing applications, submitting the Green Certification application to ARC, and working with the attorney on the Town Center development agreement.

Staff Activity Report – Public Works

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with May 12, 2015. These activities included, among other items, meetings concerning the Allenhurst Stream Restoration, State Route 141 ramp widening, and the Atlanta Regional Commission.

OLD BUSINESS: There was no old business

NEW BUSINESS

O2015-05-47

First read and consideration of an ordinance for an addition to the code of ordinances, City of Peachtree Corners, Georgia to provide construction site waste management; to provide for codification; to provide severability; to

provide for penalties; to repeal conflicting ordinances; to provide an adoption date; to provide an effective date; and for other purposes allowed by law. (Public Hearing June 16, 2015)

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R2015-01-35

Consideration of a Resolution of the City of Peachtree Corners, Georgia appointing members to the Downtown Development Authority to replace members whose terms have expired.

MOTION TO APPROVE R2015-01-35.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

WORK SESSION:

Connecting Volunteers to Resources

Ms. Ellen Gerstein gave a brief presentation on the Gwinnett Coalition for Health and Human Services. After the discussion it was determined by the Mayor and Council that the City would “spread the word” for the helpline (Gwinnett Helpline, 770-995-3339 or [www. Gwinnetthelpline.org](http://www.Gwinnetthelpline.org)) via the City’s newsletter, website, Code Enforcement Officers, etc.

Discussion on Tasting Ordinance

Mr. Brandon Branham informed the Mayor and Council that he would like to bring before them at the next meeting an amendment to the Tasting Ordinance. After discussion it was determined that this item would come before the Mayor and Council at the next meeting.

Arts Program Outline

Mrs. Diana Wheeler presented a Peachtree Corners Arts Council and Program Outline. After discussion it was determined that the Mayor and Council would each nominate two people for an Arts Council.

Gateway Monument Location Update

Mrs. Diana Wheeler presented the Mayor and Council with various site locations for the two proposed Gateway Monuments. Mrs. Wheeler stated that she is working with various landowners to secure the sites for the Gateway Monuments.

Discussion on Solid Waste Billing

Mr. Brandon Branham informed the Mayor and Council that the previously approved IGA with Gwinnett County for Solid Waste Billing had been signed by all parties and will take effect for the 2016 billing cycle.

Discussion on FY2016 CH2M Contract

Mr. Brandon Branham informed the Mayor and Council that he will be bringing before them, at the next meeting, the 2016 CH2M Contract.

Discussion on IGA with Gwinnett County for speed hump maintenance.

Mr. Greg Ramsey informed the Mayor and Council that he will be bringing before them at the next Council meeting an IGA with Gwinnet County for speed hump maintenance.

ADJOURNMENT:

MOTION TO ADJOURN AT 8:03 PM

By: Council Member Sadd

Seconded by: Council Member Gratwick

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)

**Staff Activity
Report
D. Wheeler**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: June 16, 2015

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 6/1/15 – 6/12/15.

- A. Meetings with:
 1. Applicants to review July rezoning case (property located at Peachtree Parkway and Engineering Dr.)
 2. Consultant for new website training.
 3. Code enforcement to discuss various cases.
 4. ARC regarding River Corridor

- B. Meeting with DDA to review Site Development Agreement. Next DDA meeting scheduled for 7/13/15 to review easement agreement and exhibit documents.

- C. Review of HB 110 pertaining to the sale of fireworks in order to determine appropriate zoning districts.

- D. Worked with Bill Butler, consultant, to review Fuqua Development costs.

- E. Changed ZBA fee for residents from \$200 to \$100 to make variance applications more affordable and help those receiving violation notices resulting from code enforcement sweeps.

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

G. The following permits were issued:

DATE	Permit #	NAME	ADDRESS	TYPE
6/1/2015	PP15-0501	SHUMATE MECHANICAL	5405 METRIC PLACE	HVAC
6/1/2015	PP15-0502	BURGESS PROPERTIES LLC	4513 FITZPATRICK WAY	DECK
6/1/2015	PP15-0503	PEACHTREE SERVICE EXPERTS	3485 SPALDING CHASE DR	HVAC
6/1/2015	PP15-0504	GOM PRINTING & SIGN	3030 AMWILER RD	PERMANENT SIGN
6/1/2015	PP15-0505	UNITED MAINTENANCE, INC	6450 JIMMY CARTER BLVD	HVAC
6/1/2015	PP15-0506	ANDY MAY CONSTRUCTION	6400 ATLANTIC BLVD STE A	DEMO

DATE	Permit #	NAME	ADDRESS	TYPE
6/2/2015	PP15-0507	LEE'S SIGNS	6480 JIMMY CARTER BLVD	BASE
6/2/2015	PP15-0508	GIBSON CONSTRUCTION	3201 PEACHTREE CORNERS CIR	INTERIOR FINISH
6/2/2015	PP15-0509	PINE CREEK CONSTRUCTION, LLC	5191 EDGERTON DR	REMODEL
6/2/2015	PP15-0510	RH&A LLC	6063 PEACHTREE PKWY #201A	HVAC
6/2/2015	PP15-0511	BLEVINS & SONS GENERAL CONTRACTORS	5425 PEACHTREE IND BLVD STE G	DEMO
6/3/2015	PP15-0512	BENNL HEATING & AIR LLC	5105 MAINSTREAM CIRCLE	HVAC
6/3/2015	PP15-0513	SCAPES	5035 RIVERLAKE DRIVE	REMODEL
6/3/2015	PP15-0514	KINZEY CONSTRUCTION COMPANY	5075 BUFORD HWY STE 200	INTERIOR FINISH
6/4/2015	PP15-0515	CAROL FOLLIN	3662 CENTENNIAL SQUARE	DECK
6/4/2015	PP15-0516	JUSTIN/ANGELA BARBER	5023 WILLIAMSPORT DR	DECK
6/4/2015	PP15-0517	JACOBSEN TEXTRON	6670 CORNERS INDUSTRIAL CT STE B	CERTIFICATE OF OCCUPANCY
6/4/2015	PP15-0518	MR ROOTER/MR. ELECTRIC, INC	5110 WILD GINGER COVE	PLUMBING
6/4/2015	PP15-0519	ENVIROPROBE LLC	3496 SPALDING TERRACE	DEMO
6/4/2015	PP15-0520	ENVIROPROBE LLC	3506 SPALDING TERRACE	DEMO
6/4/2015	PP15-0521	ENVIROPROBE LLC	5297 SPALDING DR	DEMO
6/4/2015	PP15-0522	J MAC ELECTRIC INC	3876 SCOTTS MILL RUN	T-POLE
6/4/2015	PP15-0523	J MAC ELECTRIC INC	4884 OAK MANOR CT	T-POLE
6/4/2015	PP15-0524	J MAC ELECTRIC INC	4904 OAK MANOR CT	T-POLE
6/5/2015	PP15-0525	EXPERT COMMUNICATIONS	5550 TRIANGLE PKWY STE 200	ELECTRICAL
6/5/2015	PP15-0526	UNIVERSALTECH ELECTRICAL	4786 LOU IVY RD	ELECTRICAL
6/5/2015	PP15-0527	COLUMBUS SIGNS & LIGHTING LLC	3867 HOLCOMB BRIDGE RD	PERMANENT SIGN
6/8/2015	PP15-0528	ENVIROPROBE LLC	5297 SPALDING DR	DEMO
6/9/2015	PP15-0529	SHUMATE MECHANICAL	4968 DILLARDS MILL WAY	HVAC
6/9/2015	PP15-0530	PRO BUILDING SYSTEMS	110 TECHNOLOGY PKWY	INTERIOR FINISH

**Staff Activity
Report
G. Ramsey**



MEMO

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

The following is a summary of the Public Works Activities in the monthly period ending 06-10-15:

A. Attended the following meetings:

1. Georgia Tech Capstone Student Design projects – various kickoff and status meetings
2. Emerging Stormwater Practices – meeting with EPA & EPD, 6-2-15
3. Meeting with consultant to discuss Transportation Planning, 6-4-15
4. Greenpointe Parkway development, engineering meeting – 6-5-14
5. Preconstruction Meeting, Noble Fin – 6-9-15
6. Preconstruction Meeting Lakeside Behavioral Health – 6-9-15
7. Gwinnett DWR, meeting to discuss sewer project at 141 – 6-9-14
8. Outdoor Classroom Project at PES – 6-10-15
9. Presubmittal Meeting, Roberts Properties LDP – 6-10-15

B. Field Services Operations 05-11-15 thru 06-10-15

1. # of Work Orders Initiated = 89
2. # of Fix It App submittals for PW = 35
3. # of Field Generated Work Orders = 54
4. # of Work Orders Completed = 77
5. # of Work Orders Referred to Other Departments = 7
6. Please see below for summaries of Work Orders & Fix-It App submittals

Work Orders Initiated:

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000473	5/6/2015	Repair Sidewalk/Curb	3658 Nw Petherton Way	Completed	6/8/2015
15-000516	4/28/2015	High Grass/Weeds	S Hwy 141	Completed	5/28/2015
15-000517	4/29/2015	High Grass/Weeds	N Peachtree Industrial Blvd	Completed	4/29/2015
15-000518	4/29/2015	High Grass/Weeds	N Hwy 141	Completed	4/29/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000519	4/30/2015	High Grass/Weeds	E Peachtree Industrial Blvd	Completed	4/30/2015
15-000520	4/30/2015	High Grass/Weeds	Jimmy Carter Blvd	Completed	4/30/2015
15-000521	4/30/2015	High Grass/Weeds	S Peachtree Industrial Blvd	Completed	4/30/2015
15-000522	5/4/2015	High Grass/Weeds	S Peachtree Industrial Blvd	Completed	5/4/2015
15-000523	5/4/2015	High Grass/Weeds	Hwy 141	Completed	5/4/2015
15-000524	5/5/2015	High Grass/Weeds	N Hwy 141	Completed	5/5/2015
15-000525	5/5/2015	High Grass/Weeds	Peachtree Corners Cir	Completed	5/5/2015
15-000526	5/5/2015	High Grass/Weeds	Industrial Park Dr	Completed	5/5/2015
15-000527	5/6/2015	High Grass/Weeds	4785 Peachtree Corners Cir	Completed	5/6/2015
15-000528	5/6/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	5/6/2015
15-000529	5/6/2015	High Grass/Weeds	Jones Mill Br	Completed	5/6/2015
15-000530	5/6/2015	High Grass/Weeds	Buford Hwy	Completed	5/6/2015
15-000531	5/6/2015	High Grass/Weeds	Buford Hwy	Completed	5/6/2015
15-000532	5/6/2015	High Grass/Weeds	Peachtree Corner Cir	Completed	5/6/2015
15-000534	5/11/2015	Repair Pothole	5974 Spalding Dr	Pending	
15-000535	5/11/2015	Obstructed Drainage	3585 Schilling Rdg	In Progress	
15-000536	5/11/2015	Remove Trash in R.O.W.	4525 E Jones Bridge Rd	Pending	
15-000537	5/14/2015	Fill Gap Of Curb and Gutter	Berkley Glen Dr	Pending	
15-000538	5/14/2015	Clean Curb and Gutter	7070 Jimmy Carter Blvd	Pending	
15-000539	5/15/2015	Repair Pothole	7045 Jimmy Carter Blvd	Pending	
15-000540	5/19/2015	Remove Tree Logs	3989 River Walk DI	Completed	5/20/2015
15-000541	5/20/2015	Unclog Drain	Wentworth Dr	In Progress	
15-000542	5/20/2015	Remove Downed Tree	4900 S Old Peachtree Rd	Completed	5/27/2015
15-000543	4/24/2015	Repair Pothole	4411 E Jones Bridge Rd	Completed	4/24/2015
15-000544	4/23/2015	Repair Sidewalk	3972 Jones Bridge Cir	Completed	4/28/2015
15-000545	4/23/2015	Repair Sidewalk	4022 Jones Bridge Cir	Completed	4/28/2015
15-000546	5/21/2015	Replace Street Sign	6063 Peachtree Pkwy	Pending	
15-000547	5/26/2015	Install Sign Topper	5194 Hampton Rdg	Pending	
15-000548	5/27/2015	Replace Stop Sign	4620 Stilson Cir	Completed	5/27/2015
15-000549	5/28/2015	Repair Pothole	5515 Colbert Trl	Completed	5/29/2015
15-000550	42,155.00	Removed Deceased Animal	5242 Peachtree Pkwy	Completed	5/31/2015
15-000551	6/1/2015	Trees Impeding R.O.W.	4098 Jones Bridge Cir	Pending	
15-000552	4/23/2015	Repair Sidewalk	4206 Jones Bridge Cir	Completed	4/28/2015
15-000553	4/23/2015	Repair Sidewalk	4206 Jones Bridge Cir	Completed	4/28/2015
15-000554	4/27/2015	Trim Tree In R.O.W	Jones Bridge Cir	Completed	4/27/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000555	4/22/2015	Trim Tree in R.O.W.	Governors Lake Pkwy	Completed	4/22/2015
15-000556	5/5/2015	Repair Pothole	Wetherburn Way	Completed	5/5/2015
15-000557	5/5/2015	Repair Pothole	Spalding Dr	Completed	5/5/2015
15-000558	5/5/2015	Repair Pothole	Technology Pkwy	Completed	5/5/2015
15-000559	5/5/2015	Repair Potholes	Technology Pkwy	Completed	5/5/2015
15-000560	5/5/2015	Repair Pothole	Triangle Park	Completed	5/5/2015
15-000561	5/14/2015	Trim Trees in R.O.W.	Hwy 141	Completed	5/14/2015
15-000562	4/7/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	4/7/2015
15-000563	4/7/2015	High Grass/Weeds	Lou Ivy Rd	Completed	4/7/2015
15-000564	4/7/2015	High Grass/Weeds	Industrial Park Dr	Completed	4/7/2015
15-000565	4/7/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	4/7/2015
15-000566	4/8/2015	High Grass/Weeds	E Hwy 141	Pending	
15-000567	6/4/2015	High Grass/Weeds	5395 Golden Leaf Trl	Completed	6/4/2015
15-000568	4/8/2015	High Grass/Weeds	Hwy 141	Completed	4/8/2015
15-000569	4/8/2015	High Grass/Weeds	3350 Woodhill Dr	Completed	4/8/2015
15-000570	4/8/2015	High Grass/Weeds	Spalding Dr	Pending	
15-000571	4/11/2015	High Grass/Weeds	Bush Rd	Completed	4/11/2015
15-000572	5/20/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	5/20/2015
15-000573	5/20/2015	High Grass/Weeds	Industrial Park Dr	Completed	5/20/2015
15-000574	5/14/2015	High Grass/Weeds	Jay Bird Aly	Completed	5/14/2015
15-000575	5/17/2015	High Grass/Weeds	S Peachtree Industrial Blvd	Completed	5/17/2015
15-000576	5/19/2015	High Grass/Weeds	NW Old Peachtree Rd	Completed	5/19/2015
15-000577	5/19/2015	High Grass/Weeds	Medlock Bridge Roadl	Completed	5/19/2015
15-000578	5/18/2015	High Weeds/Grass	Hwy 141/Jay Bird Alley	Completed	5/18/2015
15-000579	6/9/2015	Repair Sidewalk	5480 Peachtree Pkwy	Completed	6/9/2015
15-000580	5/26/2015	High Weeds/Grass	Lou Ivy Road	Completed	5/26/2015
15-000581	5/26/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	5/26/2015
15-000582	5/26/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	5/26/2015
15-000583	5/26/2015	High Grass/Weeds	Triangle Pkwy	Completed	5/26/2015
15-000584	5/26/2015	High Grass/Weeds	Spalding Dr	Completed	5/26/2015
15-000585	5/25/2015	High Grass/Weeds	Buford Hbr	Completed	5/27/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000586	5/27/2015	High Grass/Weeds	Jay Bird Aly	Completed	5/27/2015
15-000587	5/27/2015	High Grass/Weeds	Winters Chapel Rd	Completed	5/27/2015
15-000588	5/27/2015	High Grass/Weeds	N Hwy 141 /PIB/Access Rd	Completed	5/27/2015
15-000589	5/28/2015	High Grass/Weeds	Hwy 141 and Jay Bird Aly	Completed	5/28/2015
15-000590	5/28/2015	High Grass/Weeds	Hwy 141 Northbound	Completed	5/28/2015
15-000591	5/28/2015	High Grass/Weeds	Winters Chapel Rd	Completed	5/28/2015
15-000592	5/29/2015	High Grass/Weeds	Hwy 141	Completed	5/29/2015
15-000593	5/29/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	5/29/2015
15-000594	5/29/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	5/29/2015
15-000595	5/29/2015	High Grass/Weeds	Peachtree Industrial Blvd	Completed	5/29/2015
15-000596	5/26/2015	Remove Deceased Animal	Peachtree Industrial Blvd	Completed	5/26/2015
15-000597	5/26/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd	Completed	5/26/2015
15-000598	5/27/2015	Remove Trash	Hwy 141	Completed	5/27/2015
15-000599	5/27/2015	in R.O.W.	Spalding Dr	Completed	5/27/2015
15-000600	5/28/2015	Remove Trash	Hwy 141/PIB	Completed	5/28/2015
15-000601	5/28/2015	Clean Gutter	Winters Chapel Rd	Completed	5/28/2015
15-000602	5/29/2015	Clean Gutter	Peachtree Corners Cir	Completed	5/29/2015
15-000603	5/29/2015	High Grass/Weeds	Technology Pkwy	Completed	5/29/2015
15-000604	5/29/2015	High Grass/Weeds	Hwy 141	Completed	5/29/2015
15-000473	5/6/2015	Repair Sidewalk/Curb	3658 NW Petherton Way	Completed	6/8/2015

Work Orders Referred to other Departments:

Date Created	Request Type	Address	Status Type	Referred To Other Departments
05/12/2015	Road Resurfacing	5873 Crooked Creek Rd	Completed	Atlanta Gas Light
5/12/2015	Road Resurfacing	5885 Crooked Creek Rd	Completed	Atlanta Gas Light
5/20/2015	Repair Pothole	3215 Peachtree Corners Circle Southbound Lane near the Burger King	In Process	GCDWR

Date Created	Request Type	Address	Status Type	Referred To Other Departments
5/22/2015	Replace Street Sign	Jay Bird Alley and Technology Parkway	In - Process	GDOT
5/22/2015	Private Underground Utilities Impeding R.O.W.	4885 Bush Road (Peachtree Reserve Subdivision)	In-Process	Gwinnet Co DOT
6/03/2015	Sidewalk Broken/Cracking	5804 Park Central Avenue	In-Proces	GCDWR
6/08/2015	Broken Water Meter	4291-4329 Missendell Lane	In-Process	GCDWR

02015-05-47

AN ADDITION TO THE CODE OF ORDINANCES, CITY OF PEACHTREE CORNERS, GEORGIA TO PROVIDE CONSTRUCTION SITE WASTE MANAGEMENT; TO PROVIDE FOR CODIFICATION; TO PROVIDE SEVERABILITY; TO PROVIDE FOR PENALTIES; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN ADOPTION DATE; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES ALLOWED BY LAW.

WHEREAS, The duly elected governing authority 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 ordinance to protect and improve the public health, safety, welfare, and aesthetics of the citizens of the City of Peachtree Corners, Georgia; and

WHEREAS, The duly electing governing authority of the City of Peachtree Corners, Georgia is the Mayor and Council thereof; and

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

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

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

NOW, THEREFORE, BE IT ORDAINED, BY THE GOVERNING AUTHORITY OF THE CITY OF PEACHTREE CORNERS, GEORGIA:

Section 1. The Construction Site Waste Management Ordinance is hereby adopted to read as follows: **City of Peachtree Corners**

Construction Site Waste Management Ordinance

Table of Contents

- **Section 1. Discarded Building Materials and Construction Waste Disposal Requirements**
- **Section 2. Storage and Disposal of Construction Site Waste**
- **Section 3. Disposal of Hazardous Materials**
- **Section 4. Maintenance Requirements**
- **Section 5. Violations**

Section 1. Discarded Building Materials and Construction Waste Disposal Requirements

Discarded building materials, concrete truck washout, chemicals, paint washout, litter, sanitary waste, and other construction site wastes must be properly managed and disposed of to reduce the risk of pollution from materials such as surplus or refuse building materials or hazardous wastes.

Practices such as trash disposal, recycling, proper material handling, and spill prevention and clean up measures must be implemented to reduce the potential for storm water runoff to mobilize construction site wastes and contaminate surface or ground water.

The proper management and disposal of wastes should be practiced at all construction sites to reduce stormwater runoff.

1. Waste management practices must be used to properly locate refuse piles.
2. Cover materials that may be displaced by rainfall or stormwater runoff.
3. Prevent all spill and leaks of hazardous wastes.

Guidelines for the proper handling, storage, and disposal of construction site waste must be posted in storage and use areas on site.

Section 2. Storage and Disposal of Construction Site Waste

Designate a waste collection area onsite that does not receive a substantial amount of runoff from upland areas and does not drain directly to a water body.

Designate areas for concrete trucks and equipment to be washed down so that it will not flow into storm drains or become surface water runoff that would lead to the storm drains. Under no circumstances should concrete truck wash out be conducted in the road or directly into storm drains.

Designate areas for paint cans and equipment to wash down that will not flow into storm drains or become surface water runoff that would lead to the storm drains or ground water recharge areas. Under no circumstances should excess paint be washed out in the road or directly into storm drains.

Ensure that containers have lids so they can be covered before periods of rain. Keep containers in a covered area whenever possible.

Schedule waste collection to prevent containers from overflowing, which would prevent them from being able to be covered.

Clean up spills immediately. For hazardous materials, follow cleanup instructions on the package. Use an absorbent material such as sawdust or cat litter to contain the spill.

1. During the demolition phase of construction, provide extra containers and schedule more frequent pick-ups.

2. Collect, remove, and dispose of all construction site waste at authorized disposal areas.

Section 3. Disposal of Hazardous Materials

Steps must be taken to ensure the proper disposal of hazardous materials:

Local waste management authorities must be consulted about the requirements of disposing of hazardous materials.

A hazardous waste container must be emptied and cleaned before it is disposed of to prevent leaks.

The original product label must never be removed from the container as it contains important safety information. Follow manufacturer's recommended method of disposal, which should be printed on the label.

If excess products need to be disposed of, they must never be mixed during disposal unless specifically recommended by the manufacturer.

Consult State and local solid waste regulatory agencies and private firms to ensure the proper disposal of contaminated soils that have been exposed to and still contain hazardous substances.

The following practices must be used to reduce risks associated with pesticides or to reduce the amount of pesticides that come in contact with stormwater:

1. Follow all federal, state, and local regulations that apply to the use, handling, and disposal of pesticides.
2. Do not handle the materials any more than necessary.
3. Store pesticides in a dry, covered area.
4. Construction curbs or dikes to contain pesticides in case of spillage.
5. Follow the recommended application rates and methods.
6. Have equipment and absorbent materials available in areas where pesticides are stored and used in order to contain and clean up any spills that occur.

The following management practices must be followed to reduce the contamination risk associated with petroleum products:

1. Store petroleum products and fuel for vehicles in dry, covered areas with construction curbs or dikes to contain any spills.
2. Immediately contain and clean up any spills with absorbent materials.
3. Have equipment available in fuel storage areas and in vehicles to contain and clean up spills.

Section 4. Maintenance Requirements

Containers or equipment that may malfunction and cause leaks or spills must be identified through regular inspection of storage and use areas.

Equipment and containers must be inspected regularly for leaks, corrosion, support or foundation failure, or any other signs of deterioration and should be tested for soundness. Any found to be defective must be repaired or replaced immediately.

If failures to the onsite BMPs occur, such as sediment build up in the road way, this must be shoveled by hand or with a road sweeper. Under no circumstances should this sediment be washed down into the storm drainage system or the creeks and streams.

Section 5. Violations

Violations will be handled according to the City of Peachtree Corners' ordinances as they relate to stormwater management, erosion control, and illicit discharge or illegal connections.

Except as modified herein, The Code of the City of Peachtree Corners, Georgia, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

This ordinance shall become effective immediately upon second and final reading.

FIRST READING HELD ON THE ___ DAY OF _____, 2015.

PASSED AND ADOPTED ON THE SECOND AND FINAL READING THIS ___ DAY OF _____, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

02015-05-45

AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, ADOPTING THE AMENDED FISCAL YEAR 2015 BUDGET FOR EACH FUND OF THE CITY OF PEACHTREE CORNERS, GEORGIA. APPROPRIATING THE AMOUNTS SHOW IN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES FOR EACH FUND, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS FOR EACH FUND AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE FOR EACH FUND.

WHEREAS, A PROPOSED Budget for each of the various funds of the City has been presented to the City Council by the Mayor; and

WHEREAS, appropriately advertised public hearings have been held on the proposed Budget, as required by State law and City Charter; and

WHEREAS, the city Council has reviewed the proposed Budget and has made certain amendments to both funding sources and appropriations; and

WHEREAS, the Mayor and City Council intend to adopt an amended Operating Budget for the Fiscal Year 2015, and a Capital Improvements Budget for the Fiscal Year 2015, and an Enterprise Budget for the Fiscal Year 2015.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN that the Operating Budget, shown as “Exhibit A” attached hereto and by this reference made a part of this Ordinance, shall be the City of Peachtree Corners’ Fiscal Year 2015 Operating Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the department named in each fund; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund for any department or the establishment of capital projects other than those exceptions provided for herein shall require approval of the Mayor and Council; and

BE IT FURTHER ORDAINED that, as provided in Section 6.26 of the City Charter, such revisions to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS

ORDINANCE 2015- 05 - 45

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the city Manager or his/her designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with the Budget Ordinance.

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

Approved:

ATTEST:

Mike Mason, Mayor

_____(SEAL)
Kymberly Chereck, City Clerk

2015

AMENDED BUDGET



Fiscal Year 2015
July 1, 2014 – June 30, 2015

FY2015 AMENDED GENERAL FUND BUDGET SUMMARY

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
Taxes	4,851,322.65	6,880,380.93	4,849,000.00	7,727,500.00
Licenses & Permits	209,849.01	941,521.58	775,000.00	865,000.00
Intergovernmental				120,000.00
Fines & Forfeitures	0.00	14,989.74	15,000.00	7,000.00
Interest Earned	211.00	2,509.80	1,500.00	3,300.00
Miscellaneous Revenue	14,504.05	108.00	0.00	26,000.00
Total General Fund Revenues	5,075,886.71	7,839,510.05	5,640,500.00	8,748,800.00
City Council	130,777.00	87,471.84	111,611.00	107,361.00
City Manager	173,277.00	226,725.91	277,953.46	267,375.96
City Clerk	70,400.00	297,372.59	136,249.95	163,081.50
Finance/Administration	8,781.00	274,075.84	330,000.00	340,000.00
Legal	191,734.00	100,199.71	225,000.00	225,000.00
Public Information	0.00	0.00	255,000.00	235,000.00
General Operations	378,698.00	1,078,903.50	1,235,500.00	1,390,100.00
Facilities and Buildings	166,202.00	229,625.37	185,000.00	2,195,000.00
Contingency	0.00	664,350.00	76,948.81	1,179,882.26
Community Development	173,262.00	251,553.02	341,236.78	390,899.28
Building Department	131,750.00	398,526.51	306,000.00	319,600.00
Code Enforcement	73,993.00	408,113.67	440,000.00	425,000.00
Planning & Zoning	221,978.00	226,729.80	220,000.00	235,000.00
Public Works	0.00	285,000.00	1,500,000.00	1,275,500.00
Debt Service				
Total Expenditures	1,720,852.00	4,528,647.76	5,640,500.00	8,748,800.00

FY2013 Actual

FY2014 Actual

FY2015 Budget

FY2015 Amended

FY2015 AMENDED SOLID WASTE FUND BUDGET SUMMARY

Sanitation	0.00	647,242.45	1,115,000.00	1,115,000.00
Total Revenues	0.00	647,242.45	1,115,000.00	1,115,000.00
Operating Supplies/Sanitation	0.00	1,090.23	15,000.00	15,000.00
Contractual Svcs/Waste Pro	0.00	615,247.52	1,100,000.00	1,100,000.00
Total Expenditures	0.00	616,337.75	1,115,000.00	1,115,000.00

FY2015 AMENDED SPLOST FUND BUDGET SUMMARY

SPLOST Collections	0.00	1,550,469.25	6,000,000.00	5,700,000.00
Total Revenues	0.00	1,550,469.25	6,000,000.00	5,700,000.00
Roadways and Walkways	0.00	0.00	6,000,000.00	5,700,000.00
Total Expenditures	0.00	0.00	6,000,000.00	5,700,000.00

TOTAL REVENUES ALL FUNDS	5,075,886.71	10,037,221.75	12,755,500.00	15,563,800.00
TOTAL EXPENDITURES ALL FUNDS	1,720,852.00	5,144,985.51	12,755,500.00	15,563,800.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
100- General Fund Revenue Detail				
General Property Tax				
100-310-31100-31100 Ad Valorem Tax-Current Year	1,726,550.00			
100-310-31100-31110 Public Utility Tax				
100-310-31100-31200 Ad Valorem Tax-Prior Year		4,477.25		2,600.00
100-310-31100-31310 Motor Vehicle Tax	43,220.00	26,523.36		
100-310-31100-31315 Title Ad Valorem Tax	208,343.00	633,880.49	600,000.00	625,000.00
100-310-31100-31320 Mobile Home Tax				
100-310-31100-31325 Heavy Equipment Tax	15.00	2.81		
100-310-31100-31340 Intangible Tax Revenue	12,597.00	9,897.22	10,000.00	
100-310-31100-31350 Railroad Equipment Tax				
100-310-31100-31360 Real Estate Transfer Tax	3,626.00	3,696.22	4,000.00	
100-310-31100-31370 Franchise Fees	361,907.00	3,281,768.00	1,900,000.00	2,500,000.00
Subtotal	2,356,258.00	3,960,245.35	2,514,000.00	3,127,600.00
Selective Sales and Use Tax				
100-310-31400-34200 Alcoholic Beverage Excise Tax	118,471.00	295,131.49	250,000.00	255,000.00
100-310-31400-34300 Local Option Mixed Drink	42,390.00	95,818.53	60,000.00	80,000.00
100-310-31400-34900 Other Selective Tax		2,106.01		4,900.00
Subtotal	160,861.00	393,056.03	310,000.00	339,900.00
Business Taxes				
100-310-31600-31610 Business & Occupation Tax	2,245,322.00	2,451,149.90	2,000,000.00	2,200,000.00
100-310-31600-31620 Insurance Premium Tax				2,000,000.00
100-310-31600-31630 Financial Institutions Taxes	88,881.65	75,929.65	25,000.00	60,000.00
Subtotal	2,334,203.65	2,527,079.55	2,025,000.00	4,260,000.00
Pen & Int on Delinq Tax				
100-310-31900-39100 Pen & Int on Delinq Tax	6,085.39	6,305.61		
Subtotal	6,085.39	6,305.61	0.00	0.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
Business License				
100-320-32100-32110 Alcoholic Beverages	8,400.00	309,830.00	300,000.00	349,000.00
100-320-32100-32120 General Business License				
100-320-32100-32190 Other Licenses/Permits	600.00	250.00		
100-320-32100-32210 Insurance License		4,300.00		14,000.00
Subtotal	9,000.00	314,380.00	300,000.00	363,000.00
Licenses & Permits				
100-320-32200-32200 Building Permits	193,054.01	586,097.58	450,000.00	470,000.00
100-320-32200-32202 Development Permits	7,795.00	41,044.00	25,000.00	32,000.00
Subtotal	200,849.01	627,141.58	475,000.00	502,000.00
Regulatory Fees				
100-320-32300-32300 Regulatory Fees				
100-320-32300-32310 Inspection Fees				
Subtotal	0.00	0.00	0.00	0.00
Federal Government Grants				
100-330-33100-32310 Federal Grants		16,252.19		95,000.00
Subtotal	0.00	16,252.19	0.00	95,000.00
State Government Grants				
100-330-34300-33401 State Grants Received	128,785.00			8,000.00
Subtotal	128,785.00	0.00	0.00	8,000.00
Local Shared Revenue				
100-330-33370-33720 Local Government Reimb				17,000.00
Subtotal	0.00	0.00	0.00	17,000.00
General Government				
100-340-34000-34119 Other Fees	3,850.90	795.00		
100-340-34000-34430 Electricity				
Subtotal	3,850.90	795.00	0.00	0.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
Fine and Foreitures				
100-350-35100-35100 Municipal Court	0.00	14,989.74	15,000.00	7,000.00
Subtotal	0.00	14,989.74	15,000.00	7,000.00
Interest Revenues				
100-360-36100-36100 Interest Revenues	211.00	2,509.80	1,500.00	3,300.00
Subtotal	211.00	2,509.80	1,500.00	3,300.00
Contribution/Donations				
100-370-37100-37100 General City				26,000.00
Subtotal	0.00	0.00	0.00	26,000.00
Other Charges for Svcs				
100-340-39000-34930 Bad Check Fees	106.05	108.00		
Subtotal	106.05	108.00	0.00	0.00
Pen & Int on Delinq Tax				
100-390-39100-39105 Loan Proceeds				
Subtotal	0.00	0.00	0.00	0.00
Proceeds of Gen Long Term Liab				
100-390-39300-39350 Capital Leases	14,398.00			
Subtotal	14,398.00	0.00	0.00	0.00
Total Department Revenues	5,214,608.00	7,862,862.85	5,640,500.00	8,748,800.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
100 - General Fund Expenditures Detail				
Administrative Services Department				
City Council				
100-010-51100-51110 Regular Salaries	68,875.00	57,000.24	57,000.00	57,000.00
100-010-51100-51200 FICA/Medicare	5,269.00	4,360.56	4,361.00	4,361.00
100-010-51100-51260 Unemployment Expense		0.00	1,750.00	
100-010-51100-52370 Education & Training	30,092.00	22,030.02	35,000.00	35,000.00
100-010-51100-53101 Postage		500.00	500.00	500.00
100-010-51100-53170 Other Supplies	982.00	1,281.66	5,000.00	2,500.00
100-010-51100-53175 Hospitality Supplies	25,559.00	2,299.36	8,000.00	8,000.00
Subtotals	130,777.00	87,471.84	111,611.00	107,361.00
City Manager				
100-010-51300-51110 Regular Salaries	116,700.00	162,975.00	174,100.00	174,100.00
100-010-51300-51200 FICA/Medicare	1,692.00	9,641.20	12,600.96	12,600.96
100-010-51300-51210 Group Insurance	13,530.00	20,764.40	21,155.00	21,155.00
100-010-51300-51240 Retirement	18,807.00	26,328.72	28,220.00	28,220.00
100-010-51300-51260 Unemployment Expense		0.00	772.50	
100-010-51300-51270 Workers Comp	2,081.00	857.10	3,605.00	2,000.00
100-010-51300-5190 Other Emp Benefits				800.00
100-010-51300-51280 Relocation Expense	12,000.00	0.00	18,000.00	18,000.00
100-010-51300-52350 Travel Expense	1,248.00	2,965.53	3,500.00	3,500.00
100-010-51300-52360 Dues & Fees	2,070.00	1,820.00	3,500.00	1,000.00
100-010-51300-52370 Education & Training	3,109.00	400.00	3,000.00	3,000.00
100-010-51300-53100 Operating Supplies	1,730.00	0.00	7,500.00	1,000.00
100-010-51300-53175 Hospitality Supplies	310.00	973.96	2,000.00	2,000.00
Subtotals	173,277.00	226,725.91	277,953.46	267,375.96
City Clerk				
100-010-51130-51110 Regular Salaries	42,000.00	75,600.00	85,000.00	85,000.00
100-010-51130-51200 FICA/Medicare	8,037.00	5,783.40	6,502.50	6,502.50
100-010-51130-51210 Group Insurance	10,948.00	18,538.40	19,055.00	19,055.00
100-010-51130-51240 Retirement	7,140.00	12,852.00	14,450.00	14,450.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
100-010-51130-51260 Unemployment Expense		0.00	257.50	
100-010-51130-51270 Workers Comp	332.00	244.20	684.95	629.00
100-010-51130-51290 Other Emp Benefits				650.00
100-010-51130-52112 Election Services		177,080.00		24,000.00
100-010-51130-52120 Contractual Svcs/CH2				
100-010-51130-52330 Advertising	1,431.00	380.00	1,030.00	900.00
100-010-51130-52350 Travel Expense	110.00	3,628.39	3,090.00	3,090.00
100-010-51130-52360 Dues & Fees	215.00	100.00	1,030.00	1,030.00
100-010-51130-52370 Education & Training	150.00	2,396.06	2,575.00	2,575.00
100-010-51300-53110 Operating Supplies	37.00	182.48	2,060.00	1,500.00
100-010-51130-53101 Postage		587.66	515.00	3,700.00
Subtotals	70,400.00	297,372.59	136,249.95	163,081.50

Finance Administration

100-010-51510-51270 Workers Comp	250.00			
100-010-51510-52110 Audit Services	2,675.00	2,000.00		20,000.00
100-010-51510-52120 Professional Services				
100-010-51510-53100 Operating Supplies	2,123.00			
100-010-51510-52121 Contractual Svcs/CH2	3,733.00	272,075.84	330,000.00	320,000.00
Subtotals	8,781.00	274,075.84	330,000.00	340,000.00

Legal Services Department

100-010-51530-52122 Attorney Fees/Riley & McL	134,983.00	65,959.69	125,000.00	125,000.00
100-010-51530-52130 Attorney Fees/Other	56,751.00	34,240.02	100,000.00	100,000.00
Subtotals	191,734.00	100,199.71	225,000.00	225,000.00

Facilities & Buildings Dept

100-010-51565-51300 Technical Services	16,309.00	28,051.26	25,000.00	25,000.00
100-010-51565-52200 Repairs & Maintenance				
100-010-51565-52301 Real Estate Rents/Leases	70,254.00	111,650.74	125,000.00	125,000.00
100-010-51565-52302 Economic Dev				
100-010-51565-53103 Office Supplies	10,719.00	8,810.56	20,000.00	5,000.00
100-010-51565-54230 Furniture And Fixtures	68,920.00	81,112.81	15,000.00	40,000.00
100-010-51565-57100 Payments to Simpsonwood				2,000,000.00
Subtotals	166,202.00	229,625.37	185,000.00	2,195,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
Public Information				
100-010-51570-52120 Professional Services			135,000.00	100,000.00
100-010-51570-52121 Contractual Svcs/CH2			120,000.00	135,000.00
Subtotals	0.00	0.00	255,000.00	235,000.00
General Operations				
100-010-51590-52101 Official/Admin Start Up	47,785.00			
100-010-51590-52103 Technical Services	32,513.00	104,705.72	100,000.00	100,000.00
100-010-51590-52111 Official/Admin Svcs	29,627.00	9,000.00	100,000.00	20,000.00
100-010-51590-52120 Professional Services	168,394.00	279,611.36	460,000.00	560,000.00
100-010-51590-52128 Commissions		10,702.58		
100-010-51590-52340 Printing (Reimb Program)				22,000.00
100-010-51590-52310 General Liability Insurance	12,445.00	2,770.00	25,000.00	25,000.00
100-010-51590-53100 Operating Supplies	71,235.00	32,864.73	42,500.00	38,000.00
100-010-51590-53103 Office Supplies	14,374.00		15,000.00	20,000.00
100-010-51590-53104 Service Fees		11,517.82	10,000.00	15,000.00
100-010-51590-53123 Electricity				145,000.00
100-010-51590-53131Tan Principal				
100-010-51590-53132 Interest	1,843.00	487,861.93	483,000.00	400,000.00
100-010-51590-54240 Computer/Software		134,086.92		40,000.00
100-010-51590-58132 Other Debt Principal	482.00	4,259.00		4,200.00
100-010-51590-58232 Other Debt Interest		1,523.44		900.00
Subtotals	378,698.00	1,078,903.50	1,235,500.00	1,390,100.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
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Community Development Department

Community Development

100-070-57200-51110 Regular Salaries	116,097.00	142,962.00	151,750.50	151,750.50
100-070-57200-51200 Fica/Medicare	8,881.00	9,322.38	11,020.95	11,020.95
100-070-57200-51210 Group Insurance		0.00		
100-070-57200-51240 Retirement	18,673.00	23,026.56	24,177.83	24,177.83
100-070-57200-51260 Unemployment Expense		0.00	772.50	
100-070-57200-51270 Workers Comp	250.00	368.70	515.00	200.00
100-070-57200-51290 Other Emp Benefits				750.00
100-070-57200-52370 Education & Training			3,000.00	3,000.00
100-070-57200-52120 Professional Services	29,361.00	75,873.38	150,000.00	200,000.00
Subtotals	173,262.00	251,553.02	341,236.78	390,899.28

Building Department

100-070-57220-52120 Professional Services	131,750.00			
100-070-57220-52123 Contractual Svcs/CAA		398,526.51	306,000.00	319,600.00
Subtotals	131,750.00	398,526.51	306,000.00	319,600.00

Planning & Zoning

100-070-57410-52120 Professional Services	221,978.00			
100-070-57410-52121 Contractual Svcs/CH2		226,729.80	220,000.00	235,000.00
Subtotals	221,978.00	226,729.80	220,000.00	235,000.00

Code Enforcement

100-070-57450-52120 Professional Services	73,993.00			
100-070-57450-52121 Contractual Svcs/CH2		408,113.67	440,000.00	425,000.00
Subtotals	73,993.00	408,113.67	440,000.00	425,000.00

Public Works Department

Public Works

100-040-54100-52120 Professional Services			200,000.00	205,000.00
100-040-54100-52121 Prof Svcs/CH2	0.00	0.00	570,000.00	500,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
100-040-54100-52124 Prof Svcs/Optech		0.00	530,000.00	490,000.00
100-040-54100-52126 Road Maintenance		285,000.00		20,000.00
100-040-54100-53100 Operating Supplies				8,000.00
100-040-54100-54231 Signs/Beautification		0.00	200,000.00	50,000.00
100-040-54100-54250 Other Equipment				2,500.00
Subtotals	0.00	285,000.00	1,500,000.00	1,275,500.00
Designated Reserve				
100-010-59000-57902 Reserve Contingency		664,350.00	76,948.81	1,179,882.26
Subtotals	0.00	664,350.00	76,948.81	1,179,882.26
Total Expenditures	1,720,852.00	4,528,647.76	5,640,500.00	8,748,800.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2015 Amended
Fund 540 Solid Waste				
540 - Solid Waste Revenues				
General Government				
540-330-34000-34411 Sanitation	0.00	647,242.45	1,115,000.00	1,115,000.00
540-360-36100-36100 Interest		1,043.24		
540-340-39000-34930 Bad Check Fees		36.00		
Total Department Revenues	0.00	647,242.45	1,115,000.00	1,115,000.00

540 - Solid Waste Expenditures

Solid Waste and Recycling				
540-540-51590-54510 Solid Waste and Recycling A	0.00	0.00		
540-530-51590-53105 Operating Supplies/Sanitati	0.00	1,090.23	15,000.00	15,000.00
540-520-51590-52127 Contractual Svcs/Waste Pro	0.00	615,247.52	1,100,000.00	1,100,000.00
Total Department Expenditures	0.00	616,337.75	1,115,000.00	1,115,000.00

Fund 320 SPLOST

320 - SPLOST Revenues

320-340-34300-34321 SPLOST Collections		1,412,266.87	6,000,000.00	5,700,000.00
320-330-34300-33431 State Government Grants		138,202.38		
Total Department Revenues	0.00	1,550,469.25	6,000,000.00	5,700,000.00

320 - SPLOST Expenditures

320-540-54200-54220 Roadways and Walkways		0.00	6,000,000.00	5,700,000.00
Total Department Expenditures	0.00	0.00	6,000,000.00	5,700,000.00

02015-05-46

AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, ADOPTING THE FISCAL YEAR 2016 BUDGET FOR EACH FUND OF THE CITY OF PEACHTREE CORNERS, GEORGIA. APPROPRIATING THE AMOUNTS SHOW IN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES FOR EACH FUND, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS FOR EACH FUND AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE FOR EACH FUND.

WHEREAS, A PROPOSED Budget for each of the various funds of the City has been presented to the City Council by the Mayor; and

WHEREAS, appropriately advertised public hearings have been held on the proposed Budget, as required by State law and City Charter; and

WHEREAS, the city Council has reviewed the proposed Budget and has made certain amendments to both funding sources and appropriations; and

WHEREAS, the Mayor and City Council intend to adopt an annual Operating Budget for the Fiscal Year 2016, and a Capital Improvements Budget for the Fiscal Year 2016, and a Enterprise Budget for the Fiscal Year 2016.

NOW THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN that the Operating Budget, shown as “Exhibit A” attached hereto and by this reference made a part of this Ordinance, shall be the City of Peachtree Corners’ Fiscal Year 2016 Operating Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the department named in each fund; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund for any department or the establishment of capital projects other than those exceptions provided for herein shall require approval of the Mayor and Council; and

BE IT FURTHER ORDAINED that, as provided in Section 6.26 of the City Charter, such revisions to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS

ORDINANCE 2015- 05 - 46

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the city Manager or his/her designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with the Budget Ordinance.

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

Approved:

ATTEST:

Mike Mason, Mayor

_____(SEAL)
Kymberly Chereck, City Clerk

2016

PROPOSED BUDGET



Fiscal Year 2016
July 1, 2015 – June 30, 2016

FY2016 GENERAL FUND BUDGET SUMMARY

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Taxes	4,851,322.65	6,880,380.93	4,849,000.00	7,465,000.00
Licenses & Permits	209,849.01	941,521.58	775,000.00	808,000.00
Intergovernmental	0.00	0.00	0.00	0.00
Fines & Forfeitures	0.00	14,989.74	15,000.00	13,000.00
Interest Earned	211.00	2,509.80	1,500.00	2,000.00
Miscellaneous Revenue	14,504.05	108.00	0.00	380,000.00
Total General Fund Revenues	5,075,886.71	7,839,510.05	5,640,500.00	8,668,000.00
City Council	130,777.00	87,471.84	111,611.00	111,611.00
City Manager	173,277.00	226,725.91	277,953.46	295,218.00
City Clerk	70,400.00	297,372.59	136,249.95	293,906.00
Finance/Administration	8,781.00	274,075.84	330,000.00	270,000.00
Legal	191,734.00	100,199.71	225,000.00	225,000.00
Public Information	0.00	0.00	255,000.00	280,000.00
General Operations	378,698.00	1,078,903.50	1,235,500.00	1,489,300.00
Facilities and Buildings	166,202.00	229,625.37	185,000.00	473,000.00
Contingency	0.00	664,350.00	76,948.81	1,462,050.74
Community Development	173,262.00	251,553.02	341,236.78	598,414.26
Building Department	131,750.00	398,526.51	306,000.00	312,800.00
Code Enforcement	73,993.00	408,113.67	440,000.00	622,700.00
Planning & Zoning	221,978.00	226,729.80	220,000.00	220,000.00
Public Works	0.00	285,000.00	1,500,000.00	2,014,000.00
Debt Service	0.00	0.00	0.00	0.00
Total Expenditures	1,720,852.00	4,528,647.76	5,640,500.00	8,668,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
FY2016 SOLID WASTE FUND BUDGET SUMMARY				
Sanitation	0.00	647,242.45	1,115,000.00	1,115,000.00
Total Revenues	0.00	647,242.45	1,115,000.00	1,115,000.00
Operating Supplies/Sanitation	0.00	1,090.23	15,000.00	15,000.00
Contractual Svcs/Waste Pro	0.00	615,247.52	1,100,000.00	1,100,000.00
Total Expenditures	0.00	616,337.75	1,115,000.00	1,115,000.00
FY2016 SPLOST FUND BUDGET SUMMARY				
Capital Improvement	0.00	138,202.38	6,000,000.00	5,700,000.00
Total Revenues	0.00	138,202.38	6,000,000.00	5,700,000.00
Roadways and Walkways	0.00	0.00	6,000,000.00	5,700,000.00
Total Expenditures	0.00	0.00	6,000,000.00	5,700,000.00
TOTAL REVENUES ALL FUNDS	5,075,886.71	8,624,954.88	12,755,500.00	15,483,000.00
TOTAL EXPENDITURES ALL FUNDS	1,720,852.00	5,144,985.51	12,755,500.00	15,483,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
100- General Fund Revenue Detail				
General Property Tax				
100-310-31100-31100 Ad Valorem Tax-Current Ye	1,726,550.00	0.00	0.00	0.00
100-310-31100-31110 Public Utility Tax	0.00	0.00	0.00	0.00
100-310-31100-31200 Ad Valorem Tax-Prior Year	0.00	4,477.25	0.00	0.00
100-310-31100-31310 Motor Vehicle Tax	43,220.00	26,523.36	0.00	0.00
100-310-31100-31315 Title Ad Valorem Tax	208,343.00	633,880.49	600,000.00	600,000.00
100-310-31100-31320 Mobile Home Tax	0.00	0.00	0.00	0.00
100-310-31100-31325 Heavy Equipment Tax	15.00	2.81	0.00	0.00
100-310-31100-31340 Intangible Tax Revenue	12,597.00	9,897.22	10,000.00	0.00
100-310-31100-31350 Railroad Equipment Tax	0.00	0.00	0.00	0.00
100-310-31100-31360 Real Estate Transfer Tax	3,626.00	3,696.22	4,000.00	0.00
100-310-31100-31370 Franchise Fees	361,907.00	3,281,768.00	1,900,000.00	2,300,000.00
Subtotal	2,356,258.00	3,960,245.35	2,514,000.00	2,900,000.00
Selective Sales and Use Tax				
100-310-31400-34200 Alcoholic Beverage Excise T	118,471.00	295,131.49	250,000.00	250,000.00
100-310-31400-34300 Local Option Mixed Drink	42,390.00	95,818.53	60,000.00	70,000.00
100-310-31400-34900 Other Selective Tax	0.00	2,106.01	0.00	0.00
Subtotal	160,861.00	393,056.03	310,000.00	320,000.00
Business Taxes				
100-310-31600-31610 Business & Occupation Tax	2,245,322.00	2,451,149.90	2,000,000.00	2,200,000.00
100-310-31600-31620 Insurance Premium Tax	0.00	0.00	0.00	2,000,000.00
100-310-31600-31630 Financial Institutions Taxes	88,881.65	75,929.65	25,000.00	45,000.00
Subtotal	2,334,203.65	2,527,079.55	2,025,000.00	4,245,000.00
Pen & Int on Delinq Tax				
100-310-31900-39100 Pen & Int on Delinq Tax	6,085.39	6,305.61	0.00	0.00
Subtotal	6,085.39	6,305.61	0.00	0.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Business License				
100-320-32100-32110 Alcoholic Beverages	8,400.00	309,830.00	300,000.00	315,000.00
100-320-32100-32120 General Business License	0.00	0.00	0.00	0.00
100-320-32100-32190 Other Licenses/Permits	600.00	250.00	0.00	0.00
100-320-32100-32210 Insurance License	0.00	4,300.00	0.00	8,000.00
Subtotal	9,000.00	314,380.00	300,000.00	323,000.00
Licenses & Permits				
100-320-32200-32200 Building Permits	193,054.01	586,097.58	450,000.00	460,000.00
100-320-32200-32202 Development Permits	7,795.00	41,044.00	25,000.00	25,000.00
Subtotal	200,849.01	627,141.58	475,000.00	485,000.00
Regulatory Fees				
100-320-32300-32300 Regulatory Fees	0.00	0.00	0.00	0.00
100-320-32300-32310 Inspection Fees	0.00	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00	0.00
Federal Government Grants				
100-330-33100-32310 Federal Grants	0.00	16,252.19	0.00	0.00
Subtotal	0.00	16,252.19	0.00	0.00
State Government Grants				
100-330-34300-33401 State Grants Received	128,785.00	0.00	0.00	0.00
Subtotal	128,785.00	0.00	0.00	0.00
General Government				
100-340-34000-34119 Other Fees	3,850.90	795.00	0.00	0.00
100-340-34000-34430 Electricity	0.00	0.00	0.00	380,000.00
Subtotal	3,850.90	795.00	0.00	380,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Fine and Foreitures				
100-350-35100-35100 Municipal Court	0.00	14,989.74	15,000.00	13,000.00
Subtotal	0.00	14,989.74	15,000.00	13,000.00
Interest Revenues				
100-360-36100-36100 Interest Revenues	211.00	2,509.80	1,500.00	2,000.00
Subtotal	211.00	2,509.80	1,500.00	2,000.00
Contribution/Donations				
100-370-37100-37100 General City	0.00	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00	0.00
Other Charges for Svcs				
100-340-39000-34930 Bad Check Fees	106.05	108.00	0.00	0.00
Subtotal	106.05	108.00	0.00	0.00
Pen & Int on Delinq Tax				
100-390-39100-39105 Loan Proceeds	0.00	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00	0.00
Proceeds of Gen Long Term Liab				
100-390-39300-39350 Capital Leases	14,398.00	0.00	0.00	0.00
Subtotal	14,398.00	0.00	0.00	0.00
Total Department Revenues	5,214,608.00	7,862,862.85	5,640,500.00	8,668,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
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100 - General Fund Expenditures Detail

Administrative Services Department

City Council

100-010-51100-51110 Regular Salaries	68,875.00	57,000.24	57,000.00	57,000.00
100-010-51100-51200 FICA/Medicare	5,269.00	4,360.56	4,361.00	4,361.00
100-010-51100-51260 Unemployment Expense	0.00	0.00	1,750.00	1,750.00
100-010-51100-52370 Education & Training	30,092.00	22,030.02	35,000.00	35,000.00
100-010-51100-53101 Postage	0.00	500.00	500.00	500.00
100-010-51100-53170 Other Supplies	982.00	1,281.66	5,000.00	5,000.00
100-010-51100-53175 Hospitality Supplies	25,559.00	2,299.36	8,000.00	8,000.00
Subtotals	130,777.00	87,471.84	111,611.00	111,611.00

City Manager

100-010-51300-51110 Regular Salaries	116,700.00	162,975.00	174,100.00	185,100.00
100-010-51300-51200 FICA/Medicare	1,692.00	9,641.20	12,600.96	13,540.50
100-010-51300-51210 Group Insurance	13,530.00	20,764.40	21,155.00	22,610.00
100-010-51300-51240 Retirement	18,807.00	26,328.72	28,220.00	30,090.00
100-010-51300-51260 Unemployment Expense	0.00	0.00	772.50	772.50
100-010-51300-51270 Workers Comp	2,081.00	857.10	3,605.00	3,605.00
100-010-51300-5190 Other Emp Benefits	0.00	0.00	0.00	2,000.00
100-010-51300-51280 Relocation Expense	12,000.00	0.00	18,000.00	18,000.00
100-010-51300-52350 Travel Expense	1,248.00	2,965.53	3,500.00	3,500.00
100-010-51300-52360 Dues & Fees	2,070.00	1,820.00	3,500.00	3,500.00
100-010-51300-52370 Education & Training	3,109.00	400.00	3,000.00	3,000.00
100-010-51300-53100 Operating Supplies	1,730.00	0.00	7,500.00	7,500.00
100-010-51300-53175 Hospitality Supplies	310.00	973.96	2,000.00	2,000.00
Subtotals	173,277.00	226,725.91	277,953.46	295,218.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
City Clerk				
100-010-51130-51110 Regular Salaries	42,000.00	75,600.00	85,000.00	90,640.00
100-010-51130-51200 FICA/Medicare	8,037.00	5,783.40	6,502.50	6,934.00
100-010-51130-51210 Group Insurance	10,948.00	18,538.40	19,055.00	20,510.00
100-010-51130-51240 Retirement	7,140.00	12,852.00	14,450.00	15,409.00
100-010-51130-51260 Unemployment Expense	0.00	0.00	257.50	258.00
100-010-51130-51270 Workers Comp	332.00	244.20	684.95	685.00
100-010-51130-51290 Other Emp Benefits	0.00	0.00	0.00	1,300.00
100-010-51130-52112 Election Services	0.00	177,080.00	0.00	40,000.00
100-010-51130-52120 Contractual Svcs/CH2	0.00	0.00	0.00	106,290.00
100-010-51130-52330 Advertising	1,431.00	380.00	1,030.00	1,200.00
100-010-51130-52350 Travel Expense	110.00	3,628.39	3,090.00	4,500.00
100-010-51130-52360 Dues & Fees	215.00	100.00	1,030.00	1,030.00
100-010-51130-52370 Education & Training	150.00	2,396.06	2,575.00	2,575.00
100-010-51300-53110 Operating Supplies	37.00	182.48	2,060.00	2,060.00
100-010-51130-53101 Postage		587.66	515.00	515.00
Subtotals	70,400.00	297,372.59	136,249.95	293,906.00
Finance Administration				
100-010-51510-51270 Workers Comp	250.00	0.00	0.00	
100-010-51510-52110 Audit Services	2,675.00	2,000.00	0.00	20,000.00
100-010-51510-52120 Professional Services	0.00	0.00	0.00	0.00
100-010-51510-53100 Operating Supplies	2,123.00	0.00	0.00	0.00
100-010-51510-52121 Contractual Svcs/CH2	3,733.00	272,075.84	330,000.00	250,000.00
Subtotals	8,781.00	274,075.84	330,000.00	270,000.00
Legal Services Department				
100-010-51530-52122 Attorney Fees/Riley & McL	134,983.00	65,959.69	125,000.00	125,000.00
100-010-51530-52130 Attorney Fees/Other	56,751.00	34,240.02	100,000.00	100,000.00
Subtotals	191,734.00	100,199.71	225,000.00	225,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Facilities & Buildings Dept				
100-010-51565-51300 Technical Services	16,309.00	28,051.26	25,000.00	28,000.00
100-010-51565-52200 Repairs & Maintenance	0.00	0.00	0.00	0.00
100-010-51565-52301 Real Estate Rents/Leases	70,254.00	111,650.74	125,000.00	125,000.00
100-010-51565-52302 Economic Dev	0.00	0.00	0.00	300,000.00
100-010-51565-53103 Office Supplies	10,719.00	8,810.56	20,000.00	10,000.00
100-010-51565-54230 Furniture And Fixtures	68,920.00	81,112.81	15,000.00	10,000.00
Subtotals	166,202.00	229,625.37	185,000.00	473,000.00
Public Information				
100-010-51570-52120 Professional Services	0.00	0.00	135,000.00	150,000.00
100-010-51570-52121 Contractual Svcs/CH2	0.00	0.00	120,000.00	130,000.00
Subtotals	0.00	0.00	255,000.00	280,000.00
General Operations				
100-010-51590-52101 Official/Admin Start Up	47,785.00			
100-010-51590-52103 Technical Services	32,513.00	104,705.72	100,000.00	100,000.00
100-010-51590-52111 Official/Admin Svcs	29,627.00	9,000.00	100,000.00	100,000.00
100-010-51590-52120 Professional Services	168,394.00	279,611.36	460,000.00	600,000.00
100-010-51590-52128 Commissions	0.00	10,702.58	0.00	0.00
100-010-51590-52310 General Liability Insurance	12,445.00	2,770.00	25,000.00	35,000.00
100-010-51590-53100 Operating Supplies	71,235.00	32,864.73	42,500.00	40,000.00
100-010-51590-53103 Office Supplies	14,374.00	0.00	15,000.00	10,000.00
100-010-51590-53104 Service Fees	0.00	11,517.82	10,000.00	15,000.00
100-010-51590-53123 Electricity	0.00	0.00	0.00	380,000.00
100-010-51590-53131Tan Principal	0.00	0.00	0.00	0.00
100-010-51590-53132 Interest	1,843.00	487,861.93	483,000.00	209,300.00
100-010-51590-54240 Computer/Software	0.00	134,086.92	0.00	0.00
100-010-51590-58132 Other Debt Principal	482.00	4,259.00	0.00	0.00
100-010-51590-58232 Other Debt Interest	0.00	1,523.44	0.00	0.00
Subtotals	378,698.00	1,078,903.50	1,235,500.00	1,489,300.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Community Development Department				
Community Development				
100-070-57200-51110 Regular Salaries	116,097.00	142,962.00	151,750.50	146,489.18
100-070-57200-51200 Fica/Medicare	8,881.00	9,322.38	11,020.95	11,206.42
100-070-57200-51210 Group Insurance	0.00	0.00	0.00	0.00
100-070-57200-51240 Retirement	18,673.00	23,026.56	24,177.83	24,903.16
100-070-57200-51260 Unemployment Expense	0.00	0.00	772.50	772.50
100-070-57200-51270 Workers Comp	250.00	368.70	515.00	515.00
100-070-57200-51290 Other Emp Benefits	0.00	0.00	0.00	11,528.00
100-070-57200-52370 Education & Training	0.00	0.00	3,000.00	3,000.00
100-070-57200-52120 Professional Services	29,361.00	75,873.38	150,000.00	400,000.00
Subtotals	173,262.00	251,553.02	341,236.78	598,414.26
Building Department				
100-070-57220-52120 Professional Services	0.00	0.00	0.00	0.00
100-070-57220-52123 Contractual Svcs/CAA	131,750.00	398,526.51	306,000.00	312,800.00
Subtotals	131,750.00	398,526.51	306,000.00	312,800.00
Planning & Zoning				
100-070-57410-52120 Professional Services	0.00	0.00	0.00	0.00
100-070-57410-52121 Contractual Svcs/CH2	221,978.00	226,729.80	220,000.00	220,000.00
Subtotals	221,978.00	226,729.80	220,000.00	220,000.00
Code Enforcement				
100-070-57450-52120 Professional Services	0.00	0.00	0.00	0.00
100-070-57450-52121 Contractual Svcs/CH2	73,993.00	408,113.67	440,000.00	622,700.00
Subtotals	73,993.00	408,113.67	440,000.00	622,700.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Public Works Department				
Public Works				
100-040-54100-52120 Professional Services	0.00	0.00	200,000.00	300,000.00
100-040-54100-52121 Prof Svcs/CH2	0.00	0.00	570,000.00	650,000.00
100-040-54100-52124 Prof Svcs/Optech	0.00	0.00	530,000.00	689,000.00
100-040-54100-52126 Road Maint Supplies	0.00	285,000.00	0.00	150,000.00
100-040-54100-53100 Operating Supplies	0.00	0.00	0.00	15,000.00
100-040-54100-54231 Signs/Beautification	0.00	0.00	200,000.00	200,000.00
100-040-54100-54250 Other Equipment	0.00	0.00	0.00	10,000.00
Subtotals	0.00	285,000.00	1,500,000.00	2,014,000.00
Designated Reserve				
100-010-59000-57902 Reserve Contingency	0.00	664,350.00	76,948.81	1,462,050.74
Subtotals	0.00	664,350.00	76,948.81	1,462,050.74
Total Expenditures	1,720,852.00	4,528,647.76	5,640,500.00	8,668,000.00

	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Fund 540 Solid Waste				
540 - Solid Waste Revenues				
General Government				
540-330-34000-34411 Sanitation	0.00	647,242.45	1,115,000.00	1,115,000.00
540-360-36100-36100 Interest	0.00	1,043.24	0.00	0.00
540-340-39000-34930 Bad Check Fees	0.00	36.00	0.00	0.00
Total Department Revenues	0.00	647,242.45	1,115,000.00	1,115,000.00

540 - Solid Waste Expenditures

Solid Waste and Recycling

540-540-51590-54510 Solid Waste and Recycling /	0.00	0.00	0.00	0.00
540-530-51590-53105 Operating Supplies/Sanitati	0.00	1,090.23	15,000.00	15,000.00
540-520-51590-52127 Contractual Svcs/Waste Prc	0.00	615,247.52	1,100,000.00	1,100,000.00
Total Department Expenditures	0.00	616,337.75	1,115,000.00	1,115,000.00

Fund 320 SPLOST

320 - SPLOST Revenues

320-340-34300-34321 Capital Improvement	0.00	1,412,266.87	6,000,000.00	5,700,000.00
320-330-34300-33431 State Government Grants	0.00	138,202.38		
Total Department Revenues	0.00	138,202.38	6,000,000.00	5,700,000.00

320 - SPLOST Expenditures

320-540-54200-54220 Roadways and Walkways	0.00	0.00	6,000,000.00	5,700,000.00
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	FY2013 Actual	FY2014 Actual	FY2015 Budget	FY2016 Budget
Total Department Expenditures	0.00	0.00	6,000,000.00	5,700,000.00

02015-05-44

AN ORDINANCE TO AMEND ARTICLE V OF THE 2012 CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY MODIFYING SPECIFIC PROVISIONS OF THE OVERLAY STANDARDS TO PROHIBIT TUBE LIGHTING AROUND STORE FRONT WINDOWS, REPEALING CONFLICTING REGULATIONS; AND SETTING AN EFFECTIVE DATE

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

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

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

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

Section 1315. Activity Center/ Corridor Overlay District Requirements

Section 1315.2 Design Requirements (underlined words are added to existing regulations.)

4. Signage; Temporary Uses; Peddling; Commercial Lighting

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

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

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

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

4e. Peddlers shall be prohibited.

4f. Flexible tube lighting or any form of strip lighting around commercial windows, store fronts, or commercial signage shall be prohibited. Usage of existing tube / strip lighting shall be discontinued (and such lighting shall be removed) by 12/31/16.

Section 2

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

Effective this _____ day of May, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

02015-06-48

**AN ORDINANCE TO AMEND CHAPTER 6 (“ALCOHOLIC BEVERAGES”) OF
THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, TO AMEND
AND PROVIDE CERTAIN DEFINITIONS; TO AUTHORIZE MALT BEVERAGE
TASTINGS;**

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, Chapter 6 (“Alcoholic Beverages”) of The Code of the City of Peachtree Corners, Georgia, currently prohibits selling unsealed packaged malt beverages by a licensee with a package malt beverage license; and

WHEREAS, Chapter 6 of The Code of the City of Peachtree Corners, Georgia, currently prevents Retail package dealers from offering samples of malt beverages ; and

WHEREAS, the Mayor and Council further desire to allow certain retail package malt beverage licensees the ability to provide tastings of malt beverages on the licensees’ premises under the conditions set forth below; and

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

Section 4: Chapter 6 of The Code of the City of Peachtree Corners, Georgia, is hereby amended by adding an exception for certain malt beverage samples under Section 6-32, “Regulations as to Employees and Manager,” to read as follows:

(14) This section shall not apply to licensees providing malt beverage tasting samples pursuant to Section 6-95(d), but shall apply to licensees providing malt beverage tasting samples pursuant to Section 6-95(e).

Section 4: Chapter 6 of The Code of the City of Peachtree Corners, Georgia, is hereby further amended by adding ancillary malt beverage tasting license holders to the list of permitted establishments for consumption on premises under Section 6-91, “Type of Retail Establishment where permitted,” to read as follows:

(7) Licensees under Section 6-95 of this Code.

Section 4: Chapter 6 of The Code of the City of Peachtree Corners, Georgia, is hereby further amended by adding Section 6-95, “Ancillary malt beverage tasting license,” to read as follows:

“Sec. 6-95. Ancillary malt beverage tasting license.

- (a) The holder of a package malt beverage license, with or without a package wine license, but in no event with a package distilled spirits license, with licensed premises having a minimum of four hundred (400) square feet of floor space dedicated to the display of malt beverages offered for sale or which is authorized pursuant to Sec. 6-96 to sell growlers, shall be eligible for an ancillary malt beverage tasting license to provide samples of malt beverages offered for sale to customers under the conditions set forth in this section.
- (b) The applicant for an ancillary malt beverage tasting license must hold any and all applicable licenses and permits required by the state and the city, including, but not limited to those named above.
- (c) Malt beverage sampling shall be on limited occasions when a customer requests a sample of a malt beverage offered for sale within the premises, or in conjunction with malt beverage education classes and sampling designed to promote malt beverage appreciation and education.
- (d) Malt beverage tasting for customers shall only be conducted at a counter area constituting no more than ten percent (10%) of the entire floor area of the premises.
- (e) Malt beverage sampling for customers shall be limited to no more than one (1) time per day per customer for a period not to exceed two (2) consecutive hours. Samples shall not exceed two (2) ounces, and no customer shall consume more than eight (8) ounces in any two-hour period, except as provided under subsection (e) of this Code Section
- (f) A licensee under this Code Section who also meets all the requirements of Section 6-32 may offer malt beverage sampling for customers to be limited to no more than one (1) time per day per customer for a period not to exceed two (2) consecutive hours. Samples pursuant to this subsection (e) shall not exceed four (4) ounces, and no customer shall consumer more than sixteen (16) ounces in any two-hour period.
- (g) Only the licensee or an employee shall open and handle unpackaged malt beverages, and samples shall only be poured by the licensee and/or an employee.
- (h) No open containers shall be removed from the licensed premises.
- (i) Malt beverage sampling and tasting is only permitted within the designated interior portion of the premises.
- (j) The annual fee for an ancillary malt beverage tasting license shall be set, and may be revised, by Resolution of the Mayor and Council.”

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

APPROVED:

Mike Mason, Mayor

ATTEST:

APPROVED AS TO FORM:

Kym Chereck, City Clerk

William F. Riley, City Attorney

(Seal)

02015-06-49

AN ORDINANCE TO APPROVE TOWN CENTER DEVELOPMENT DRAWINGS AND PERMITTED RESTAURANTS, AND AMEND SPECIFIC TOWN CENTER REGULATIONS PURSUANT TO SUP2015-003, TOWN CENTER / DDA PROPERTY FOR 20.6 ACRES OF PROPERTY LOCATED IN THE 5200 BLOCK OF PEACHTREE PARKWAY.

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

WHEREAS: Public meetings were held by the Mayor and City Council of Peachtree Corners on June 16, 2015 and July 21, 2015;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on July 21, 2015 hereby ordain and approve Zoning Case SUP2015-003 for the following:

1. Approve the architecture (including the materials and colors) of the commercial and residential buildings.
2. Approve the submitted restaurant list.
3. Amend the Town Center Standards, Table 'B', to allow Townhouses to be 4 stories with a maximum height of 50 ft. (instead of 3 stories and 40 ft.)
4. Amend the Town Center Standards, Table 'B, to allow the width of Townhouses to be 22 ft. instead of 24 ft.
5. Amend the height standards for retail / office buildings to allow a minimum of 2 stories *or 2 stories in appearance.*

These approvals shall be subject to the following conditions:

- I. With regard to Building Elevations:
 - A. Project shall be developed in general conformity with the renderings submitted with the application package for SUP2015-003, and commercial property shall be developed with a similar level of detail as the Forum Shopping Center including the following:
 1. Walls visible from streets or walkways shall be at least 2/3 brick or stone (excluding window area).
 2. Pitched roofs shall be slate, tile, or dimensional architectural shingle in brown, beige, taupe, or light gray color. (Dark gray, charcoal, and black roof colors are prohibited.)
 3. Parapets on free standing buildings shall be placed around the entire perimeter of the roof and shall screen rooftop mechanical equipment.
 4. Parapets on end units of multi-tenant buildings shall be placed around the entire perimeter of the end unit roof that is visible to pedestrians.
 5. Corners of the retail / office buildings shall incorporate taller elements with pyramidal or conical roofs similar to Barnes and Noble at the Forum.
 6. A change in roof style, material, color or roof plane shall occur at least every 40 ft. (for changes in roof plane, a minimum 18" offset shall be provided)

7. Each commercial building shall incorporate at least one room (accessible from the rear) for the collection of trash and storage of dumpsters, compactors, and recycling bins.
 8. Commercial buildings surrounding the parking deck shall be designed to screen the parking deck, cars, and people on the highest level of the deck from ground views.
 9. Plant material shall be incorporated along front and side elevation of buildings, as approved by Staff.
 10. Heavy landscaping shall be placed between commercial buildings and the stream buffer.
 11. Contrasting accent bands on walls, water tables at base of buildings, roof top finials, window box planters, and other decorative elements shall be utilized to enhance the building aesthetic.
 12. Awnings shall be provided throughout the commercial areas to protect pedestrians from inclement weather.
- B. Residential buildings shall be at least 2/3 brick or stone on all sides.
 - C. Residential buildings located on the Town Green shall have upper level decks or balconies overlooking the Town Green.
 - D. Residential buildings shall face (or appear to face) the main roads on which they are located including Medlock Bridge Rd. and the main internal project road.
 - E. Fences in residential areas shall be limited to decorative wrought iron (or similar material) and, if located in the front yard, fences shall not exceed 4 ft. in height.
2. With regard to applicant proposed restaurants:
- A. In addition to chef-driven restaurants, the following local and regional chain restaurants and high-end national chain restaurants shall be permitted:

Brixx Pizza	Novo Pizza
Fresh to Order	Soban Korean Southern
Chicken Salad Chick	Heirloom Market BBQ
Yeah Burger	Tin Lizzy
Tin Drum	Big Ketch
Del Frisco	Marlow's Tavern
Figo Pasta	Flip Burger
Mirko Pasta	Brio
Dancing Goat	

3. With regard to Town Center Standards, 'Table B':
 - A. Regulations shall be amended to allow townhomes up to 4 stories with a maximum height of 50 ft.
 - B. Regulations shall be amended to allow retail / office buildings to be a minimum of 2 stories or have a 2 story appearance.
 - C. Townhouse width shall be amended to allow 22 ft. units.

4. With regard to remaining Town Center development:
 - A. Commercial buildings located on the Town Green (not including the theater) shall be developed as restaurants.
 - B. At a minimum, those restaurants located on the Town Green shall provide roof top dining overlooking the Town Green.
 - C. All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors.
 - D. Decorative string lights shall be hung across the main boulevard for the length of that roadway from the commercial buildings closest to the traffic circle to the Town Green.
 - E. Pedestrian walkways and crosswalks shall incorporate decorative paving treatments, as approved by Staff.
 - F. All mechanical equipment shall be screened from view. Screening shall coordinate with building architecture.
 - G. Bike racks, electric vehicle recharge station, and car pool spaces shall be provided.
 - H. Applicant shall submit sign package, lighting standards, street furnishings, landscaping plan, theater building elevations, and outparcel building elevations for review and approval by Planning Commission and City Council.

Effective this 21st day of July, 2015.

So signed and Witnessed

Approved :

this _____ day of _____, 2015

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

PH2015-004



PLAT ACCEPTANCE

PH2015-004

SUBDIVISION PLAT ACCEPTANCE

NAME: Roberts Properties
LOCATION: Peachtree Parkway and Peachtree Corners Circle
LEGAL DESCRIPTION: 6TH DISTRICT, LAND LOT 301

The Mayor and City Council of the City of Peachtree Corners, while in Regular Session on June 16, 2015, ratified the acceptance of all dedications for Roberts Properties subdivision (PH2015 002) as required by the Peachtree Corners Development Regulations Article 11. 1.4. I

APPROVED:

Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

Action Item
CH2M
Community
Development

**AMENDMENT NO. 2 TO THE
AMENDED AND RESTATED AGREEMENT
FOR THE PROVISION OF
COMMUNITY DEVELOPMENT SERVICES**

This Amendment No. 2 (“Amendment”) is made and entered into this ____ day of June, 2015, by and between the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **CH2M HILL ENGINEERS, INC. (CH2M)**, a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

WHEREAS, the Parties entered into an Amended and Restated Contract Agreement for the Provision of Community Development Services, that commenced on August 1, 2013 (the “Agreement”); and

WHEREAS, the Initial Term of the Agreement commenced on August 1, 2013 and terminated on June 30, 2014; and

WHEREAS, Amendment Number 1, pursuant to Section 3.1 of the Agreement the Agreement was renewed for a term of one (1) year, the first of three automatic renewal terms, and the renewal term commenced on July 1, 2014 and terminated on June 30, 2015; and

WHEREAS, pursuant to Section 3.1 of the Agreement the Agreement shall automatically renew for a term of one (1) year, the second of three automatic renewal terms, and the renewal term shall commence on July 1, 2015 and shall terminate on June 30, 2016.

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

1. Article 2.1 is hereby deleted in its entirety and replaced as follows:
 - 2.1 Compensation for Services. In consideration for the provision of Services described herein, the City agrees to pay the Contractor the amounts as stated in **Exhibit C**. The “Baseline Compensation Amount” for the current contract year (July 1, 2015 to June 30, 2016) of the Agreement shall be One Million Two Hundred Seventy Nine Thousand Two Hundred Twenty Dollars (\$1,279,220.00) for services rendered by the Contractor for a period of 12 months.
2. Article 2.2 is hereby deleted in its entirety and replaced as follows:
 - 2.2 For the contract year beginning July 1, 2016, and each contract year thereafter, the Compensation for the contract year will be negotiated and mutually agreed upon by the Parties or based on the below Baseline Compensation Amount Adjustment Formula. City and Contractor agree that good faith negotiations resulting in mutual

agreement are the preferred methodology to be used for calculating the annual increase for the Compensation to be paid by City.

In the event that the City and the Contractor fail to agree by June 1, the Compensation amount for the next contract term will be adjusted using the Baseline Compensation Amount Adjustment Formula shown below. Upon each contract year renegotiation, Corporation shall continue to invoice the City at the previous amount until the new contract year price is agreed upon or determined by the Baseline Compensation Amount Adjustment Formula. Upon written agreement of the Parties as to the new contract year base fee, the Contractor shall issue an invoice retroactively adjusting the previous baseline compensation amount.

Baseline Compensation Amount Adjustment Formula

ABF – Adjusted Baseline Compensation Amount (the adjusted amount as determined by the Baseline Compensation Adjustment Formula for the upcoming contract year).

BFI – Baseline Compensation Amount (the Compensation Amount for the current contract year).

$$AF = [((ECI) \times .75) + ((CPI) \times .25)] + 1.0$$

ABF = AF x Baseline Compensation Amount (which is the current contract year Baseline Compensation Amount).

CPI = The twelve month percent change (from April of the prior year to April of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

- 3. Exhibit A, Section F, is hereby revised to add the following:
 - 7. Provide administrative support for the office of the City Clerk.
- 4. Exhibit A, Section G, is hereby deleted in its entirety and replaced as follows:

G. Public Communications

- 1. Develop, implement, and manage communications plans and activities for the City.
- 2. Handle media relations.

3. Coordinate the development and maintenance of the City website and collateral materials.
4. Develop and coordinate use of social media, email communications, print publications, and event coordination.
5. Exhibit C is hereby deleted in its entirety and replaced with Exhibit C that is attached hereto.

This Amendment No. 2 together with the Agreement constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CH2M HILL ENGINEERS, INC.

By: _____
Vice President/Senior Designated Manager

DATE

ATTEST

DATE

CITY OF PEACHTREE CORNERS

By: Mike Mason
Mayor

DATE

By: Kym Chereck
City Clerk

DATE

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: William F. Riley
City Attorney

DATE

EXHIBIT C

COMPENSATION TABLE

July 1, 2015 to June 30, 2016

INVOICE BILLING DATE	INVOICE DUE DATE	AMOUNT DUE
July 1, 2015	July 15, 2015	\$106,601.65
August 1, 2015	August 15, 2015	\$106,601.65
September 1, 2015	September 15, 2015	\$106,601.65
October 1, 2015	October 15, 2015	\$106,601.65
November 1, 2015	November 15, 2015	\$106,601.65
December 1, 2015	December 15, 2015	\$106,601.65
January 1, 2016	January 15, 2016	\$106,601.65
February 1, 2016	February 15, 2016	\$106,601.65
March 1, 2016	March 15, 2016	\$106,601.65
April 1, 2016	April 15, 2016	\$106,601.65
May 1, 2016	May 15, 2016	\$106,601.65
June 1, 2016	June 15, 2016	\$106,601.65

OPTIONAL SERVICES

Professional Level	Qualifications	Client Cost/Hr
Tier 1	Administrative	\$ 61.00
Tier 2	Professionals, field-level supervisors	\$ 92.00
Tier 3	Mangers, Trainers	\$ 128.00
Tier 4	Senior leadership and subject matter experts	\$ 174.00

OPTIONAL SERVICES-STORMWATER PLAN REVIEW BILLING RATES

Land Area of Proposed Development Under Review	Price
Up to 1 Acre	\$875.00
1.01 Acres to 4.99 Acres	\$1,250.00
5 Acres to 9.99 Acres	\$1,500.00
Greater than 10 Acres	\$2,000.00
Additional Review (beyond initial review and two follow up reviews)	\$500.00 each

Action Item
CH2M
Public Works

**AMENDMENT NO. 1 TO THE
CONTRACT AGREEMENT
FOR THE PROVISION OF
PUBLIC WORKS SERVICES**

This Amendment No. 1 (“Amendment”) is made and entered into this ____ day of June, 2015, by and between the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **CH2M HILL ENGINEERS, INC. (CH2M)**, a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

WHEREAS, the Parties entered into a Contract Agreement for the Provision of Public Works Services, that commenced on September 1, 2014 (the “Agreement”); and

WHEREAS, the Initial Term of the Agreement commenced on September 1, 2014 and shall terminate on June 30, 2015; and

WHEREAS, pursuant to Section 3.1 of the Agreement the Agreement shall automatically renew for a term of one (1) year, the first of three automatic renewal terms, and the renewal term shall commence on July 1, 2015 and shall terminate on June 30, 2016.

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

1. Article 2.1 is hereby deleted in its entirety and replaced as follows:
 - 2.1 Compensation for Services. In consideration for the provision of Services described herein, the City agrees to pay the Contractor the amounts as stated in **Exhibit C**. The “Baseline Compensation Amount” for the current contract year (July 1, 2015 to June 30, 2016) of the Agreement shall be Six Hundred Thirteen Thousand Two Hundred Sixty One Dollars (\$613,261) for services rendered by the Contractor for a period of 12 months.
2. Article 2.2 is hereby deleted in its entirety and replaced as follows:
 - 2.2 For the contract year beginning July 1, 2016, and each contract year thereafter, the Compensation for the contract year will be negotiated and mutually agreed upon by the Parties or based on the below Baseline Compensation Amount Adjustment Formula. City and Contractor agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used for calculating the annual increase for the Compensation to be paid by City.

In the event that the City and the Contractor fail to agree by June 1, the Compensation amount for the next contract term will be adjusted using the Baseline

Compensation Amount Adjustment Formula shown below. Upon each contract year renegotiation, Corporation shall continue to invoice the City at the previous amount until the new contract year price is agreed upon or determined by the Baseline Compensation Amount Adjustment Formula. Upon written agreement of the Parties as to the new contract year base fee, the Contractor shall issue an invoice retroactively adjusting the previous baseline compensation amount.

Baseline Compensation Amount Adjustment Formula

The Baseline Compensation Amount shall be calculated as listed below:

ABF – Adjusted Baseline Compensation Amount (the adjusted amount as determined by the Baseline Compensation Adjustment Formula for the upcoming contract year).

BFI – Baseline Compensation Amount (the Compensation Amount for the current contract year).

AF – Adjustment Factor as determined by the formula:

$$AF = [((ECI) \times .75) + ((CPI) \times .25)] + 1.02$$

ABF = AF x Baseline Compensation Amount (which is the current contract year Baseline Compensation Amount).

CPI = The twelve month percent change (from April of the prior year to April of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve month percent change (from the third quarter of the prior year to the third quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

- 3. Exhibit C is hereby deleted in its entirety and replaced with Exhibit C that is attached hereto.

This Amendment No. 1 together with the Agreement constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CH2M HILL ENGINEERS, INC.

By: _____
Vice President/Senior Designated Manager

DATE

ATTEST

DATE

CITY OF PEACHTREE CORNERS

By: Mike Mason
Mayor

DATE

By: Kym Chereck
City Clerk

DATE

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: William F. Riley
City Attorney

DATE

EXHIBIT C

COMPENSATION TABLE

July 1, 2015 to June 30, 2016

INVOICE BILLING DATE	INVOICE DUE DATE	AMOUNT DUE
July 1, 2015	July 15, 2015	\$51,105.08
August 1, 2015	August 15, 2015	\$51,105.08
September 1, 2015	September 15, 2015	\$51,105.08
October 1, 2015	October 15, 2015	\$51,105.08
November 1, 2015	November 15, 2015	\$51,105.08
December 1, 2015	December 15, 2015	\$51,105.08
January 1, 2016	January 15, 2016	\$51,105.08
February 1, 2016	February 15, 2016	\$51,105.08
March 1, 2016	March 15, 2016	\$51,105.08
April 1, 2016	April 15, 2016	\$51,105.08
May 1, 2016	May 15, 2016	\$51,105.08
June 1, 2016	June 15, 2016	\$51,105.08

Action Item
GMA Membership
Renewal

GWINNETT MUNICIPAL ASSOCIATION, INC.

May 29, 2015

Mr. Julian L. Jackson
City of Peachtree Corners
147 Technology Parkway
Peachtree Corners, GA, 30092

MEMBER CITIES

AUBURN
BERKELEY LAKE
BRASELTON
BUFORD
DACULA
DULUTH
GRAYSON
LAWRENCEVILLE
LILBURN
LOGANVILLE
NORCROSS
PEACHTREE
CORNERS
REST HAVEN
SNELLVILLE
SUGAR HILL
SUWANEE

Dear Mr. Julian L. Jackson:

Enclosed is the invoice for the 2015-2016 Gwinnett Municipal Association (GwMA) membership dues for the City of Peachtree Corners. The GwMA Executive Board has significantly reduced the per-resident fee from \$.95 to \$.80, plus the base fee of \$1,000.00. For this dues cycle (as in 2013 and 2014), the 2012 ARC populations used for assessment calculations are the same as the Title Ad Valorem Tax and 2013 SPLOST intergovernmental agreement.

GwMA's budget, approved in March, 2015, remains essentially the same as the prior five years. The revenue reduction from dues assessments will be offset by using a portion of GwMA reserves to fully-fund 2015-2016 expenses. GwMA General Meeting meals for all 16 cities' mayors, city council members, city managers/administrators and city clerks will continue to be covered through the dues structure.

Please note the due date of July 1, 2015. Should you have questions about this invoice, please contact me at 678-407-6693. Thank you for your participation and continued support of our association. We look forward to working with you for the benefit of our Gwinnett cities during this 2015-2016 budget year.

Sincerely,



Randy Meacham
Managing Director, Gwinnett Municipal Association

RM
Enclosure

**GWINNETT
MUNICIPAL
ASSOCIATION**

Mr. Julian L. Jackson
City Manager
City of Peachtree Corners
147 Technology Parkway
Peachtree Corners, GA 30092

Invoice #: GwMADues 15-16
Invoice Date: 5/29/2015
Due Date: 7/01/2015
Customer #: 92615

BILLING DESCRIPTION	AMOUNT
GwMA 2015-2016 Dues	
Per Capita fee: 39,860 @ \$0.80	\$31,888.00
Base Assessment:	<u>\$1,000.00</u>
Total GwMA Dues	<u><u>\$32,888.00</u></u>

Make checks payable to: Gwinnett Municipal Association
Attn: Finance Dept.
PO Box 105377
Atlanta, GA 30348

Action Item
Speed Hump IGA

**STATE OF GEORGIA
COUNTY OF GWINNETT**

SPEED HUMP AGREEMENT / CITY OF PEACHTREE CORNERS

This agreement is made and entered into this _____ day of _____, 2015 by and between the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia and headquartered at 147 Technology Parkway NW, Suite 200, Peachtree Corners, GA 30092 (hereinafter referred to as “**CITY**”) and **GWINNETT COUNTY**, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia, 30046, (hereinafter referred to as “**COUNTY**”) each of whom has been duly authorized to enter into this agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia; and

WHEREAS, the parties hereto are interested in serving the needs of citizens of Gwinnett County by allowing and administrating the installation of asphaltic speed humps to moderate speeds on residential streets, and

WHEREAS, the **COUNTY** has provided the **CITY** a copy of the Gwinnett County Speed Hump Program Manual.

NOW, THEREFORE, in consideration of the mutual promises and understandings herein made, the parties hereto do consent and agree as follows:

1.

The **COUNTY** will evaluate the need for speed humps as part of a residential speed control district and will plan their placement on the respective streets which are located both within the city limits of the **CITY OF PEACHTREE CORNERS** as well as within the boundaries of Unincorporated Gwinnett County. The **COUNTY** will prepare work orders for the contractor for the installation of speed humps.

The **COUNTY** will monitor, inspect, and perform a final inspection of all speed hump installations, and will hold contractor responsible for all specifications indicated in the speed hump installation contract.

2.

No speed hump installation will proceed unless **ALL** requirements outlined in the Gwinnett County Speed Hump Program Manual are met, including a successful submittal of a petition indicating seventy percent affirmation of the speed hump program by the property owners in the residential speed control district, in addition to a resolution by the Gwinnett County Board of Commissioners. No speed hump installation will proceed on any street within the **CITY** limits of the **CITY OF PEACHTREE CORNERS** unless above listed conditions are met, along with a signed agreement between the **CITY** and the **COUNTY**.

3.

Pursuant to the Gwinnett County Speed Hump Policy, the **COUNTY** will collect annually the sum approved by the **COUNTY** (currently \$12.00) from each property owner within the residential speed control district. The **COUNTY** will be responsible for all revenue collection and payables to contractors in regards to speed hump installation. The **CITY OF PEACHTREE CORNERS** will not be responsible for any revenue collection or disbursement of payment in relation to the installation, maintenance or administration of the speed humps or the speed hump program.

4.

Upon the need to repave the **CITY** maintained streets that feature speed humps, the **CITY** will follow its normal procedures dealing with road resurfacing, except the overlay of the street will be feathered to within 2 feet of the speed hump. This is in compliance with the current **COUNTY** resurfacing contract, and consistent with the method used on all **COUNTY**-maintained streets. The **CITY** will be responsible for notifying the **COUNTY** that the road has been resurfaced, and that the pavement markings need to be inspected for visibility and reflectivity. If necessary, the **COUNTY** will restore the pavement markings to acceptable condition, and, will update any warning signs that need maintenance with funds collected for the speed hump program. Should the **CITY** or its contractor opt to remove the speed humps prior to resurfacing, or if the preparation and paving operations render the speed humps ineffective due to damage or changes to the configuration of the speed humps, the **CITY** shall be responsible for the cost of replacing or restoring the speed humps to **COUNTY** standards.

5.

By signing this agreement, the **CITY OF PEACHTREE CORNERS** is agreeing to the speed hump layout as designed by the **COUNTY**, as well as the accompanying signs and striping. The humps will be constructed to the specifications as outlined in the Gwinnett County Speed Hump Program Manual.

6.

To the extent permitted by law, the **CITY** shall indemnify and hold harmless the **COUNTY**, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of any kind which they or either of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the **CITY OF PEACHTREE CORNERS** or of its agents, servants or employees. To the extent permitted by law, the **COUNTY** shall indemnify and hold harmless the **CITY**, its agents, inspectors, servants and employees from and against any and all loss or damage, cost of

any kind which they or any of them may suffer pay or be obligated to pay as a result of suits or claims resulting from actions by the **COUNTY** or any of its agents, servants or employees.

Nothing contained in this agreement shall be construed to in any way waive, restrict, or limit any privileges, protections or immunities which may exist for the **CITY OF PEACHTREE CORNERS** or **GWINNETT COUNTY** under the Constitution and laws of the State of Georgia.

This provision shall in no way relieve any contractor performing services of any liability of its responsibility to perform the services set forth in this agreement in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner.

7.

This agreement constitutes the entire agreement between the parties hereto as to all matters contained herein. No other writing or oral agreement of conversation shall affect or modify any of the terms and obligations herein contained. All subsequent changes to this contract must be in writing and signed by the parties involved. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or give rise to any duties or causes of action for any third parties.

8.

This contract shall be effective as soon as it is executed by all the parties hereto. This agreement shall remain in effect until cancellation is agreed to in writing by both parties, but in no event more than fifty (50) years following the date of Execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed, sealed and delivered, this - _____ day of _____, 2015.

ATTEST:

Clerk, City of Peachtree Corners

Mayor, City of Peachtree Corners
(Seal)

ATTEST:

Clerk, Gwinnett County

Chairman, Board of Commissioners
(Seal)

Approved as to Form:

Assistant County Attorney

Action Item

Geo – Spatial

**AMENDMENT NO. 2 TO THE
CONTRACT AGREEMENT
FOR THE PROVISION OF
PUBLIC WORKS SERVICES**

This Amendment No. 2 (“Amendment”) is made and entered into this ____ day of _____, 2015, by and between the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **CH2M HILL ENGINEERS, INC. (CH2M)**, a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

WHEREAS, the Parties entered into a Contract Agreement for the Provision of Public Works Services, that commenced on September 1, 2014 (the “Agreement”); and

WHEREAS, the Initial Term of the Agreement commenced on September 1, 2014 and shall terminate on June 30, 2015; and

WHEREAS, Amendment Number 1, pursuant to Section 3.1 of the Agreement the Agreement shall automatically renew for a term of one (1) year, the first of three automatic renewal terms, and the renewal term shall commence on July 1, 2015 and shall terminate on June 30, 2016.

WHEREAS, pursuant to Section 1.3 of the Agreement changes are to be mutually agreed to by the parties in the form of an amendment to the Agreement.

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

1. Exhibit H is hereby added to the Agreement:

Exhibit H is attached hereto.

This Amendment No. 2 together with the Agreement constitute the entire agreement between the Parties and supersede all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CH2M HILL ENGINEERS, INC.

By: _____
Vice President/Senior Designated Manager

DATE

ATTEST

DATE

CITY OF PEACHTREE CORNERS

By: Mike Mason
Mayor

DATE

By: Kym Chereck
City Clerk

DATE

Approved as to form and legal
sufficiency subject to execution
by the parties:

By: William F. Riley
City Attorney

DATE

EXHIBIT HC

Geospatial Services and Compensation

June 1, 2015

1. Scope:

CH2M to provide Geospatial Services as described below:

Geospatial services (mapping) of a total of 2,180 roads/road segments. Because the majority of these roads are subdivision with trees, etc. Services are to be based on a collection of 30-miles per day due to mostly short roadway segments. 30-miles per day based on a single-direction approach and 15-miles per day on a bi-directional approach.

There is a total of 211 centerline miles (422 lane miles) in the file, so this should take CH2M about 15 days of collection for bi-directional mapping and includes mapping-grade collection (sub-meter – probably closer to 1-foot, no control, strictly GPS accuracy) .

1.1 Data Capture Operations

Imagery and LiDAR data to be collected simultaneously for all roads as indicated on the image below, these consist of a total of:

2,180 roads/road segments / 211 centerline miles (422 lane miles)



The mapping vehicle is to be driven at normal road speeds, so as not to impede the free flow of traffic. No data capture will be undertaken during periods of inclement weather i.e. light or heavy rain, snow, or dense mist/fog. Following on from prolonged periods of precipitation, the road surface will be free from standing water before imagery capture commences.

Imagery to be captured during daylight hours, avoiding low sun angles. LiDAR is to be captured during daytime, no data capture are to be undertaken during heavy traffic periods (rush hours to minimize the effect of occlusion due to traffic density. Data to be captured in both directions which will ensure that all sign faces are clearly captured and to help mitigate occlusion and “hidden” assets caused by parked vehicles.

The mapping vehicle crew is to consist of 2 staff, both experienced in driving mobile surveys and operating the equipment. They are to undertake routine vehicle and equipment maintenance to ensure clear camera lenses and no interference with the scanners. Both the imagery and LiDAR acquisition systems are to have real time visualization capability ensuring that QC can be carried whilst surveying, thereby reducing the risk of needing to resurvey. The survey mapping vehicles are to comply with the required working vehicles guidelines, in terms of suitable livery and lighting.

The accuracy of the data and extracted features is to be Mapping-grade (sub-meter – c. 1-foot), no ground control will to be established, the accuracy is dependent upon GPS coverage.

Any areas that were obstructed or obscured by temporary static or moving objects (e.g. parked vehicles or slow moving vehicles) are if considered critical be rescheduled for recapture. Any features that are permanent obstructions to the line-of-sight are to be tagged for review at the end of a capture period.

1.2 Asset Feature Extraction

Asset data feature extraction to be undertaken using Certainty 3D’s TopoDOT software. Manual capture techniques in the software are to be particularly well catered due to the simultaneous viewing perspectives in 3D provided by the TopoDOT working within Bentley MicroStation environment. The multi-perspective full geo-registration of the panoramic imagery is to allow interactive viewing capability in plan view, perspective view and the calibrated image view. System is to incorporate a user interface with robust object positioning and tracking, measurement, and data layer creation capabilities allowing for asset location and multi-attributes to be captured using a combination of the LiDAR point cloud for reliable location and the imagery for visual inspection and measurement of discreet features.

Initially CH2M is to establish data layers that accommodate required assets, these to include:

- Curbs
- Road markings
- Signs
- Gullys’
- Inspection covers

- Lamp posts
- Pavement edges
- Changes in surface
- Utility boxes

The features are to be captured as either point, linear or polygons features, with additional asset attributes (subject to confirmation) that could include material and other relevant visible attribute information.

1.3 Technical Assumptions:

- No software to be provided or licensed to the City.
- Deliverables to be provided to the City as informational purposes only.
- Services exclude asset or condition assessment(s) or health/safety evaluation of assets.

1.4 Deliverables:

CH2M to provide:

1. Topographic mapping in GIS / CAD format i.e. DGN, DWG, CSV
2. Data Schema of assets and their attributes

1.5 Schedule:

Timeframe for completion of services:

- Data capture 3 weeks after execution of this Amendment
- Asset extraction 16 weeks after execution of this Amendment
- Data compilation and reporting 21 weeks after execution of this Amendment
- CH2M to provide regular monthly deliverables during the performance of the services.

2. Compensation:

- Fixed priced/lump sum in the amount of **\$267,200.**
- CH2M to invoice based on:

Assumed Start Date 7/1/2015
Base Fee \$ 267,200

Project Stage	Bill Percentage	Billing Date	Billing Amount
Mobilization	15%	7/1/2015	\$ 40,080
Midpoint	35%	8/14/2015	\$ 93,520
Completion	50%	10/1/2015	\$ 133,600
Total			\$ 267,200

Action Item

CDBG

Board of Commissioners

75 Langley Drive • Lawrenceville, GA 30046-6935
770.822.7000 • www.gwinnettcountry.com

Charlotte J. Nash, Chairman
Jace W. Brooks, District 1
Lynette Howard, District 2
Tommy Hunter, District 3
John Heard, District 4



gwinnettcountry

May 26, 2015

The Honorable Mike Mason
City of Peachtree Corners
147 Technology Parkway NW, Suite 200
Peachtree Corners, GA 30092

Dear Mayor Mason:

Every three years, Gwinnett County, as the lead entity for the Gwinnett Urban County Community Development Block Grant (CDBG) Program, is required to requalify as an Urban County along with each of its municipal partners. As such, our office is in the process of asking each participating city to pass a resolution to authorize the chief elected official to execute an agreement that allows for continual participation, or formal declaration that excludes participation, in Gwinnett's Urban County CDBG Program. Gwinnett County which has executed cooperation agreements with no specified end date is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the City of Peachtree Corners notifies the Gwinnett County Community Development Program Office in writing by June 19, 2015.

This letter serves as notification that City of Peachtree Corners is not eligible to apply for Community Development Block Grant (CDBG) funds under the State CDBG program while it is a part of an urban county, and that, in becoming a part of the urban county, City of Peachtree Corners automatically participates in the HOME Investment Partnerships Program (HOME) and Emergency Solutions Grant (ESG) program if the urban county receives HOME and ESG funding, respectively. If a jurisdiction decides to exclude itself from Gwinnett's Urban County, it may compete statewide through the Georgia Department of Community Affairs (DCA) CDBG program for any future CDBG funding.

Since the last Cooperation Agreement, the U.S. Department of Housing and Urban Development (HUD) now requires additional language to be included which addresses the following items:

- The Agreement must state that, any municipality entering into a cooperating agreement may not apply for CDBG funds through the State and may not form a HOME consortium with other legal governments, but is eligible to receive a formula allocation for HOME or ESG through the County.
- The Agreement must expressly state language that shows that all participating municipalities have adopted policies that prohibit the use of excessive force and the physical barring of facilities against non-violent civil rights demonstrations.
- The Agreement must contain language that participating municipalities are subject to the same requirements as subrecipients.
- The Agreement must include a provision that a participating municipality may not sell, trade, or otherwise transfer all, or any, portion of funding.

All of these items have been incorporated into the attached Cooperation Agreement in order to ensure compliance.

We have enjoyed working with your City over the years and we know that the CDBG funds invested in the City of Peachtree Corners has financed numerous public improvements, supported non-profit agencies, and provided assistance to low- and moderate- income families.

To remain a part of the Gwinnett Urban County CDBG Program, the City should take the following steps:

Council Action Required

- Obtain a formal majority vote by the City Council at a regularly scheduled, or special, meeting prior to June 30, 2015 to rejoin the Gwinnett Urban County CDBG Program; and
- Authorize the Mayor to execute, and the City Clerk to certify, all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Gwinnett Urban County CDBG Program.

Mayor/Clerk Action Required

- Execute Federal Fiscal Year (FFY) 2016 - 2018 Cooperation Agreement with original signatures. (5 copies enclosed).
- Return all 5 copies of FFY 2016 - 2018 Cooperation Agreements and copies of the City's authorizations (agenda and minutes) to the Gwinnett County Community Development Program Office by June 30, 2015.
- If your City chooses to exclude itself from the Gwinnett County Urban County CDBG Program, you are required to notify the County in writing that the City wishes to be excluded from participation in Gwinnett County's Urban County program at the expiration of the current agreement by June 19, 2015.

Should you have any questions regarding the execution of the City's Cooperation Agreement, or want our Community Development Program staff to meet with you, please contact Ms. Shannon Candler at (678) 518-6038 or via email at shannon.candler@gwinnettcountry.com.

Sincerely,

A handwritten signature in cursive script that reads "Charlotte J. Nash".

Charlotte J. Nash, Chairman
Gwinnett County Board of Commissioners

Enclosure

c: Glenn Stephens, County Administrator, Gwinnett County Board of Commissioners
Maria Woods, CFO/Director, Gwinnett County Department of Financial Services
Tanikia Jackson, Grants Manager, Gwinnett County Department of Financial Services
Shannon Candler, Director, Gwinnett County Community Development Program

U.S. Department of Housing and Urban Development
CDBG Program Urban County Qualification



COOPERATION AGREEMENT
FOR
Gwinnett County, Georgia
and
City of Peachtree Corners

Federal Fiscal Years 2016 - 2018

AUTHORITY: HUD - CPD NOTICE 15-04

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**GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
COOPERATION AGREEMENT [AUTHORITY: CPD NOTICE 15-04; April 2015]
Program Year 2016 - 2018
STATE OF GEORGIA – COUNTY OF GWINNETT**

This Cooperation Agreement made this ____ day of _____, 2015, by Gwinnett County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the City of Peachtree Corners, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds [and any program income derived from the expenditure of CDBG funds] to be made available during the period beginning with Federal Fiscal Year [hereinafter referred to as "FFY"] 2016 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates.

HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewing at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations [and as further described in this Agreement], beginning with FFY 2016.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Gwinnett County CDBG Program.

This agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

By executing the CDBG cooperation agreement, the city understands that it:

1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and
3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Gwinnett County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each program year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2010 or later Census, or any other Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Gwinnett County Board of Commissioners.

During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG (and, where applicable, HOME and ESG) funds have been received from HUD and program income received (with respect to activities carried out during the three-year qualification period) have been expended by the City and the County,

and the funded activities completed. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Gwinnett County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with FFY 2016 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as: (1) HUD requires changes in the Agreement; or (2) the City shall choose to exclude itself from the County CDBG Program; or (3) the County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The county and the city agree to "cooperate to undertake, or assist in undertaking, community

renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation

Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the City is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Peachtree Corners:

Signature of Authorized Person

Mike Mason, Mayor

Typed or printed name and title

Date of Signature

Date of Signature

Attest: _____
Signature

Kym Chereck, City Clerk

Typed or printed name and title

Date of Signature

Date of Signature

Date Approved: City Governing Body:

[IMPRINT CITY SEAL HERE]

For Gwinnett County:

Charlotte Nash, Chairman
Gwinnett County Board of Commissioners

Date of Signature

Attest: _____
Diane Kemp, County Clerk

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Shannon Candler, Director
Gwinnett County Community Development
Program Office

Date of Signature

Board Action Date: _____

Approved As To Form:

Bill Linkous, County Attorney's Office

Date of Signature

Section 10: City Clerk Certification

Name of City: City of Peachtree Corners

This is to certify that the authority to execute the attached Cooperation Agreement with the Gwinnett County Board of Commissioners for participation in the Gwinnett County Community Development Block Grant Program, for Urban County qualification beginning with FFY 2016, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Gwinnett County Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

_____, 2015
Date

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of City Clerk

Kym Chereck, City Clerk
Typed Name of City Clerk

Date

Attest: _____
Signature

Print Name of Attestor

Date of Signature

R2015-06-41

RESOLUTION

WHEREAS, on May 5, 2015, the Governor of the State of Georgia signed into law House Bill 110 to become effective on July 1, 2015, amending applicable Chapters of the Georgia Code relating to the regulation of consumer fireworks and fireworks and the role of local governments in regulating and prohibiting the sale and use of consumer fireworks; and

WHEREAS, the City Council for Peachtree Corners, the governing authority for the City, recognizes that the retail sale of consumer fireworks and fireworks, as defined and regulated by House Bill 110, is not currently listed as an approved type of business in the City's Zoning Ordinance; and

WHEREAS, the Council finds it necessary to enact a temporary moratorium to allow the governing authority of the City time to review and establish an appropriate zoning classification and use and location determination for the retail sale of consumer fireworks and fireworks, as defined and regulated by House Bill 110;

BE IT RESOLVED, the Council does hereby impose a moratorium of ninety (90) days for the acceptance of any business license application, zoning application, application for sign permits, use permits or other applications involving or addressing the retail sale of consumer fireworks or fireworks within the territorial limits of the City of Peachtree Corners in order to allow for the consideration and adoption of appropriate zoning ordinances covering same, as defined and required by the Georgia Zoning Procedures Law.

BE IT FURTHER RESOLVED, said moratorium shall begin at 11:59 p.m. on June 16, 2015 and end at 11:59 p.m. on June 16, 2015, unless sooner terminated by action of the City Council.

Adopted by the City Council of Peachtree Corners on June 16, 2015.

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

Discussion on upcoming RFP's



CITY OF PEACHTREE CORNERS REQUEST FOR STATEMENT OF QUALIFICATIONS (THIS IS NOT AN ORDER)

RFQ Number: XXXXXXX	RFQ Title: ON-CALL PROFESSIONAL ENGINEERING AND DESIGN SERVICES
RFQ Due Date and Time: July XX, 2015 Local Time: 2:00 pm	Number of Pages: XX

ISSUING DEPARTMENT INFORMATION

Issue Date: June XX, 2015

City of Peachtree Corners
Finance Department
147 Technology Parkway, Suite 200
Peachtree Corners, Georgia 30092

Phone: 678-691-1200 (main line)
Phone: xxx-xxx-xxxx (direct line)
Website: www.peachtreecornersga.gov

INSTRUCTIONS TO COMPANY

Return Submittal to:
City of Peachtree Corners
Finance Department
147 Technology Parkway
Suite 200
Peachtree Corners, Georgia 30092

Mark Face of Envelope/Package:
RFQ Number: XXXXXXXX
RFQ Due Date: July XX, 2015

Special Instructions:
Pre-Submittal Conference
June XX, 2015
Location: City Hall, 147 Technology Parkway,
Suite 200, Peachtree Corners, Georgia 30092

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

COMPANY MUST COMPLETE THE FOLLOWING

Company Name/Address:	Authorized Company Signatory: (Please print name and sign in ink)
Company Phone Number:	Company FAX Number:
Company Federal I.D. Number:	Company E-mail Address:

THIS COVER SHEET MUST BE RETURNED WITH THE RFQ RESPONSE

RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the City of Peachtree Corners

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-Statement of Qualifications conference** if one is offered, these conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for this RFQ will be posted on the City’s website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer all questions and requirements. Do not assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Statement of Qualifications is evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the City website for RFQ addenda.** Before submitting your response, check the City website at www.peachtreecornersga.gov to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.
9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late Statement of Qualifications responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Company’s Response.

CITY OF PEACHTREE CORNERS STATEMENT OF QUALIFICATIONS LETTER

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by the City of Peachtree Corners and is subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Peachtree Corners.

It is understood and agreed that we have read the City’s specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services, which meet or exceed the specifications. The City of Peachtree Corners reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of one hundred twenty (120) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Company to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date _____

Print/Type Name _____

Print/Type Company Name Here _____

CITY OF PEACHTREE CORNERS DISCLOSURE FORM

This form is for disclosure of campaign contributions and family member relations with City of Peachtree Corners officials/employees.

Please complete this form and return as part of your RFP package when it is submitted.

Name of Company _____

Name and the official position of the Peachtree Corners Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Peachtree Corners Official.

Amount/Value

Description

Please list any family member that is currently (or has been employed within the last 9 months) by the City of Peachtree Corners and your relation:

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1.0 INTRODUCTION

1.1 Purpose of Procurement

The City of Peachtree Corners seeks design-consulting firms to provide professional engineering, planning and landscape architectural related services for an annual on-call professional services consulting agreement. Services provided under the on-call professional engineering and design services agreement could include the following;

- **Intersection Improvements,**
- **Traffic Engineering,**
- **Pedestrian Bridge Design,**
- **Landscape Architecture,**
- **Planning,**
- **Surveying,**
- **Hydrology,**
- **Construction Engineering & Inspection,**
- **Sidewalk, Multiuse Trail and Bikeway Design.**

The City intends to select a number of consulting firms through the qualification based process, and intends to execute an on-call consulting agreements (with annual renewal options not to exceed 3-years) with the selected firms for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected firms. The selected consultants will work with and coordinate with the City of Peachtree Corners Community Development and Public Works Departments throughout the life of the program. Selected firms will be expected to provide services in accordance with the project schedule established by the City of Peachtree Corners.

1.2 Statement of Qualifications Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), the City of Peachtree Corners certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFQ. All Statement of Qualifications submitted pursuant to this request will be made in accordance with the provisions of this RFQ.

1.3 Schedule of Events

See Exhibit B for the detail Schedule of Events.

1.4 Restrictions on Communications with Staff

All questions about this RFQ must be submitted in the following format:

Company Name

1. Question

Citation of relevant section of the RFQ

2. Question

Citation of relevant section of the RFQ

Questions must be directed in writing to the following person no later than _____:

Melissa Schwartz
Capital Project Manager
City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, Georgia 30092
mschwartz@peachtreecornersga.gov

Questions must include the company name and the referenced RFQ section.

From the issue date of this RFQ until a contractor is selected and the selection is announced, Company are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or during the Company's conference, or as provided by existing work agreement(s). The City reserves the right to reject the Statement of Qualifications of any Company violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

1.5 Definition of Terms

OCGA - Official Code of Georgia Annotated (State Statute)

Company – Respondent to this Request for Statement of Qualifications

RFQ - Request for Statement of Qualifications

1.6 Description of Requirements

The City of Peachtree Corners has established certain requirements with respect to Statement of Qualifications/ to be submitted by Company.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to be a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Company's Statement of Qualifications.

Whenever the terms "can", "may", or "should" are used in the RFQ, the specification being referred to be a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

1.6.1 Resulting Contract

This RFQ and any addenda, the Company's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract, attached as Appendix D, contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring Company. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, a Company *must* meet the intent of all mandatory requirements. The City will determine whether a Company's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, Company agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Company's Signature

The Statement of Qualifications must be signed in blue ink by an individual authorized to legally bind the Company submitting the Statement of Qualifications. The Company's signature on the Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Peachtree Corners from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 Submitting a Statement of Qualifications

1.7.1 Organization of Statement of Qualifications

Company must organize their Statement of Qualifications into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Company's response to a specific subsection, the Company

shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

“(Company’s Name)” understands and will comply.

1.7.2 Failure to Comply with Instruction

Company failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Copies Required and Deadline for Receipt of Statement of Qualifications

Company must submit five (5) original Statement of Qualifications and one (1) copy on CD’s to the City of Peachtree Corners. Statement of Qualifications must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ #XX-XXX. **Statement of Statement of Qualifications must be received by the City of Peachtree Corners Finance Department prior to 2:00 pm local time, XXXXX, 2015.**

1.7.5 Late Statement of Qualifications

Regardless of cause, late Statement of Statement of Qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the Company’s sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late Statement of Qualifications will not be opened and may be returned to the Company at the expense of the Company or destroyed if requested.

1.8 Required Review

1.8.1 Review RFQ

Company should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error, which they discover upon examination of this RFQ.

1.8.2 Form of Questions

Company with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the procurement officer referenced above on or before XXXXX. Each question must provide clear reference to the

section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3 City's Answers

The City will provide an official written answer to all questions received by September 9, 2011. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the City's website at: www.peachtreecornersga.gov by the close of business on the date listed. Company must sign and return any addendum with their RFQ response.

1.8.4 Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, Company agrees to acceptance of the standard terms and conditions and standard contract as set out in Appendices D of this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions or with the Company's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Company's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Company during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all Company submitting a response to this RFQ.

1.8.5 Project Oversight and Staffing

The successful company will report to either the Public Works Department or Community Development. Staff contacts and oversight will be determined at the Project Kickoff Meeting. Project status is mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

2.0 RFQ STANDARD INFORMATION

2.1 Authority

This RFQ is issued under the authority of the City of Peachtree Corners. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.2 Company Competition

The City encourages free and open competition among Companies. Whenever possible, the City will design specifications, Statement of Qualifications, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.3 Receipt of Statement of Qualifications and Public Inspection

2.3.1 Public Information

All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying the day after the Mayor and Council select a list of Qualified Consultants and the Statement of Qualifications has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Peachtree Corners (3) any company financial information requested by the City of Peachtree Corners to determine Contractor responsibility, unless prior written consent has been given by the Company; and (4) other constitutional protections.

2.3.2 Procurement Officer Review of Statement of Qualifications.

Upon opening the Statement of Qualifications received in response to this RFQ, the procurement officer in charge of the solicitation will review the Statement of Qualifications and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the Statement of Qualifications.
- The Statement of Qualifications does not contain confidential material in the cost or price section.

- An affidavit from a Company’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Statement of Qualifications containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Company must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.4 Classification and Evaluation of Statement of Qualifications

2.4.1 Initial Classification of Statement of Qualifications as Responsive or Non-responsive

All Statement of Qualifications will initially be classified as either “responsive” or “non-responsive”. Statement of Qualifications may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the Statement of Qualifications is not within the plans and specifications described and required in the RFQ. If a Statement of Qualifications is found to be non-responsive, it will not be considered further.

2.4.2 Determination of Responsibility

The procurement officer will determine whether a Company has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and throughout contract negotiations, if information surfaces that would result in a determination of non-responsibility. If a Company is found to be non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected Company.

2.4.3 Evaluation of Statement of Qualifications

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

2.4.4 Completeness of Statement of Qualifications

Selection and award will be based on the Company’s Statement of Qualifications and other items outlined in this RFQ. Submitted responses may not include references to

information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Company outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Company being disqualified from further consideration.

2.4.7 Evaluation Committee Recommendation

The evaluation committee will provide a written recommendation to reflect those contractors who met the evaluation criteria and are considered as pre-qualified to move forward into Phase II of the project. The procurement officer will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee’s recommendation.

2.5 City’s Rights Reserved

Issuance of the RFQ in no way constitutes a commitment by the City of Peachtree Corners to award and execute a contract. Upon determination, such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ;
- Reject any or all Statement of Qualifications received in response to this RFQ;
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any Statement of Qualifications;
- Not award if it is in the best interest of the City not to proceed with contract execution; or
- If awarded, terminate any contract if the City determines adequate City funds are not available.
-

3.0 MANDATORY REQUIREMENTS

This section identifies all mandatory requirements, which must be present in the Statement of Qualifications before further consideration will be given. Company must prepare and submit a response, which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

3.1 Introduction

The City of Peachtree Corners seeks design-consulting firms to provide professional engineering and related services for an annual on-call professional services consulting agreement. Services provided under the on-call consulting agreement could be for the design of **Intersection Improvements, Traffic Engineering, Pedestrian Bridge Design, Landscape Architecture, Planning, Surveying, Hydrology, Construction Engineering & Inspection, Sidewalk, Multiuse Trail and Bikeway Design.**

The estimated total budget for implementation of the engineering, right of way and construction phases for these projects is approximately \$8.6 million.

The City intends to select a number of consulting firms through the qualification based selection process, and intends to execute an on-call consulting agreements (with annual renewal options not to exceed 3 years) with the selected firms for services to be provided. The City reserves the right to assign project task orders as the City desires to the selected firms. The selected consultants will work with and coordinate with the City of Peachtree Corners Community Development and the Public Works Department, depending on the project selected throughout the life of the contract. Selected firms will be expected to provide services in accordance with the project schedule established by the City of Peachtree Corners.

3.2 Background Information

Each successful consultant that is awarded an on-call consulting agreement by the City of Peachtree Corners will be forwarded selected project descriptions from time to time. Projects descriptions may also be provided by the following phases but not limited to: Database, Concept, Preliminary Plans, Right of way Plans, and Final Plans and Miscellaneous services.

The firm will be requested to prepare and submit proposed scopes of services and fees to produce (in accordance with the on-call consulting agreement) project related documents or provide the requested services. The consultant's submittal package for each project shall include:

- A detailed description of the services to be provided,
- A milestone schedule for major tasks to be conducted by the consultant
- A list of deliverables to be provided by the consultant
- A proposed fee structure for the project.

The City will review each submittal and accept, reject, or negotiate a final scope and fee with the selected consultant. The City does not intend to issue a project description to more than one consultant with on-call agreements unless a final scope and fee cannot be negotiated with the first consultant. Upon acceptance of a final scope and fee for each project, the City will issue to the consultant a task order-indicating acceptance of the project proposal and authorization to commence services in accordance with the on-call consulting agreement and the project proposal.

Below is a potential list of projects that services could be requested under the on-call consulting agreement. The City of Peachtree Corners reserves the right to award additional projects over time as funds become available. Additional project awards to consultants with on-call agreements may be issued based on satisfactory and timely consultant performance on prior projects issued during the term of the on-call agreement. The City of Peachtree Corners will not be required to provide justification for the selection

or distribution of projects and may not distribute the projects evenly among selected consultants.

List of **Potential** Projects:

	Project Description
Landscape Architecture	Town Center Landscape and Park Design
Intersection Improvement Project	Holcomb Bridge Road and Jimmy Carter
Bikeway/ Pedestrian Trail	Innovation District Multi-Use Trail Project
Pedestrian Bridge Study	141 Peachtree Parkway Pedestrian Bridge

3.3 Scope of Services

3.3.1 Description of tasks

The scope and services for each project may vary. It is expected that certain projects may require specialized tasks to be performed by sub-consultants. The following list of services, while not an exhaustive list, is provided to demonstrate the types of services that may be requested from the selected design consultants:

- Surveying
- Collection of traffic counts and preparation of traffic studies
- Traffic Signal design services
- Assisting with public information meetings
- Environmental/Historic/Cultural Resources studies
- Construction Engineering & Inspection Services
 - Potential projects include resurfacing, intersection improvements and sidewalk construction
 - Administer projects according to the GDOT Construction Manual
 - Consultant to act as the representative of the City, while in the field and to make recommendations to the City to resolve issues and disputes which may arise
 - Must be prequalified with the state of Georgia in the areas of construction supervision and lab testing

- Maintains accurate records of all construction activities; verifies quantities; reviews and recommends approval of contractor invoices
 - Performs materials sampling and testing according to GDOT required frequencies and procedures as outlined in the GDOT Sampling & Testing Manual
 - Conduct required inspections to verify that project is built according to plans and specifications
- Design services performed in accordance with the GDOT Plan Development Process for State/Federal Grant (TE, HPP, STP or other) funded projects
 - Roadway, sidewalk, multi-use trail design services
 - Permitting services including Erosion, Sedimentation, and Pollution Control Plans, environmental permits (wetlands, state waters buffers, etc.), FEMA floodplain map revisions
 - Streetscape/Landscape Architecture services
 - Bridge/culvert and retaining wall design services
 - Hydraulic and Hydrological Studies
 - Geotechnical Studies (Bridge Foundation Investigation, Soil Survey)
 - Bid Document Preparation and Bid Assistance
 - Other services as authorized by the City of Peachtree Corners

3.3.2 General Information

1. It is extremely important that project schedules be met. Only those firms or teams with the necessary resources and a commitment to complete all work on schedule should submit a Statement of Qualifications (SOQ).
2. Projects identified as potential task orders have federal funds programmed and the schedules shall be set to match the proposed Atlanta Regional Commission's Transportation Improvement Program.
3. Consultant(s) should assume a projected Notice to Proceed (NTP) around XXXXXXXX
4. Firms are expected to be very knowledgeable about the Plan Development Process (PDP) and the Plan Presentation Guide (PPG) and to be proactive in meeting the requirements of the PDP with minimal oversight by City of Peachtree Corners.
5. Consultant and sub-consultant must be pre-qualified for work with Georgia Department of Transportation for the related services.
6. City of Peachtree Corners will expect to liaison with a single project manager representing the prime consultant firm and the sub-consultants.

7. The City of Peachtree Corners reserves the right to approve sub-consultants.
8. The City may select the best-qualified consultant(s) based on the information received from interested firms because of this solicitation. If necessary, interviews will be held the week of September 19, 2011.
9. City of Peachtree Corners reserves the right to cancel all Request for Qualifications at any time when it is determined to be in the best interest of the City.
10. City of Peachtree Corners also reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.
11. City of Peachtree Corners strongly encourages the solicitation of interest from Disadvantaged Business Enterprises (DBE). Any selection made because of this notice will be made without regard to race, color, religion, sex, or national origin. The DBE goal for these contracts will be twelve percent (12%). Firms must demonstrate or indicate how they plan to meet this goal.
12. City of Peachtree Corners anticipates Hourly/Not to Exceed Lump Sum contracts to be awarded as a result of this advertisement.
13. Generally, the Department' position is **not** to provide Debriefings until after the contract has been awarded, except for firms disqualified during the Due Diligence Process, in which case a **Pre-Award Debriefing** can be requested following Due Diligence. For these contracts, Pre-award debriefings would be provided after the announcement of the short-listed firms within the time posted on the website. **All requests must be made and scheduled within this period. Any request outside of this time will be accommodated only at the discretion and convenience of the Department's staff.**
14. It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the website for any revisions to this RFQ.
15. Incomplete submittals will not be considered. Late submittals will not be accepted.

4.0 STATEMENT OF QUALIFICATIONS SUBMISSION AND EVALUATION

4.1 Process for Submitting Statement of Qualifications

4.1.1 Preparation of Statement of Qualifications

Each Statement of Qualifications should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical Statement of Qualifications, the Company should reference these materials in the technical Statement of Qualifications, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

4.1.2 Packaging of Statement of Qualifications

The Company's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
 - Proposal Certification
 - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
 - The Company must use the Financial Proposal form
Do not include cost information in the Technical Proposal

Mark the outside of package as follows:

Name of Company
Phone Number and Point of Contact for Company
RFQ # XX-XXX
Due date: DATE XX, XXXX @ X:XX Eastern Time

4.1.3 Number of Statement of Qualifications Copies

1. Technical Statement of Qualifications
 - Five (5) originals (marked "Original")
 - One (1) copy on (CD)

4.1.4 Submission of Statement of Qualifications

Statement of Qualifications must be submitted to the following:

City of Peachtree Corners
Finance Department
147 Technology Parkway,

Suite 200
Peachtree Corners, Georgia 30092

ANY STATEMENT OF QUALIFICATIONS RECEIVED AFTER THE DUE DATE AND TIME WILL NOT BE EVALUATED.

4.2 Evaluation Process

All responsive Statement of Qualifications will be evaluated based on stated evaluation criteria. Separate evaluations will be conducted for the following services: the **design of Intersection Improvement, Survey, Hydrology, Construction Engineering & Inspections, and Sidewalk/Trail** projects. The City will accept submittals for a single project or for multiple projects. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City. Only those that meet the evaluation criteria will be considered as pre-qualified

4.2.1 Administrative Review

The Statement of Qualifications will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Sealed Technical Submission of Statement of Qualifications
3. All required documents have been submitted
4. All documents requiring an original signature have been signed and are included

4.2.2 Mandatory Requirements Review

Statement of Qualifications, which pass the administrative review, will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

4.2.3 Technical Statement of Qualifications Evaluation

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFQ. The RFQ carries a total weight of **100 points**. Technical submittals will be evaluated and scored in categories.

Each category is assigned a maximum point value. Technical submittals must receive at least 75 points (75%) to be further evaluated.

Firms will be evaluated and rated based on the criteria below (listed by relative importance, in descending order):

- 1. Qualifications of Design Team (including sub-consultants) (30%)**
 - Qualifications of the design team members.
 - Demonstrated experience and reputation of project manager in the management of similar type projects.
 - Knowledge of current design criteria (including FHWA Policies, AASHTO Guidelines and GDOT Design Policies).
 - Knowledge of GDOT Project Development Process
 - Knowledge of current software adopted by Georgia Department of Transportation

- 2. Past experience of the Design Team (20%)**
 - Demonstrated experience with similar type of projects
 - Demonstrated ability to complete multiple projects for municipal clients in a timely manner
 - References

- 3. QC/QA Procedures (10%)**
 - Demonstrated proposed QC/QA procedures

- 4. Understanding/Willingness to meet expectation (20%)**
 - Demonstrated perceived ability to provide the services described
 - Ability to provide requested services in a timely manner

- 5. Pricing (20%)**
 - See Appendix C

References may be contacted to confirm the consultant's history of project performance. The final selection of consultants to support the City of Peachtree Corners for Professional Services will be made based on qualifications and perceived ability to provide services.

4.2.4 Site Visits and Oral Presentations

The City reserves the right to conduct site visits or to invite Company to present their technical solution to the Technical Evaluation Team.

4.2.5 Submittal Requirements

Failure to meet these requirements will result in the Statement of Qualifications being determined “non-responsive” and the entire submittal will be rejected.

1. Submittals of firm information and qualifications should be no more than twenty (20) single-sided, 8½” x 11” pages in length. The 20-page limit does not include the cover page, tab pages, and the Project Consideration Checklist pages. Any other supplemental information and pages outside the page limit will not be reviewed and will be considered as non-responsive to the page limit requirement.
2. Provide firm name, address, telephone number, e-mail address for the primary contact person, former firm names, official Georgia address (if applicable), joint venture partner information (if applicable), and sub-consultants to be used by the firm. If the firm has branch offices, state which office will be performing the majority of the work.
3. Provide the following information for prime and sub-consultant(s) for the last three (3) years: average and maximum number of permanent employees. Firms having offices other than the local office, this information should be listed for both the local office and the firm as a whole.
4. In table format and labeled TABLE 1, also for the last three (3) years, provide a brief description of all roadway design, survey, CEI services, or related projects completed (including construction costs). Include the name of the project owner, a contact name and telephone number, and where the work was performed.
5. In table format and labeled TABLE 2, provide:
 - A list of all related contracts (projects) awarded to your firm for the last three (3) years including the status of each project.
 - A list of all ongoing projects, personnel working on the projects, and their responsibilities.
6. One page of the SOQ shall be devoted to an Organizational Chart. This page shall be single-sided and shall not exceed 11” x 17” in size. Additional information should not be added on this page. Note: This page is included in the 20-page limit for the submission.
7. Provide the names of key personnel (Principal, Project Manager, Lead Engineer, Hydraulic Engineer (list experience with drainage software), Surveyor, Structural Engineer, QC/QA Engineer, etc.) who will perform the work. Personnel information should include professional registrations [type, number, and state(s) where registered], years of experience, years with firm, actual work performed by the

individual and experience with drafting and design software to be used (name and version).

8. The consultant's proposed project manager shall be identified and must be a professional licensed engineer in Georgia.
9. Consultants shall clearly indicate in the submittal package the designated staff person that will act as the primary point of contact with the City.
10. The consultants should provide the name of their insurance carrier and the current insurance limits
11. The consultant should provide a minimum of five (5) references

4.3 Rejection of Statement of Qualifications/Cancellation of RFQ

The City reserves the right to reject any or all Statement of Qualifications, to waive any irregularity or informality in a Statement of Qualifications, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject Statement of Qualifications **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFQ at any time. The City will not be liable for any cost/losses incurred by the Company throughout this process.

4.4 City's Right to Investigate and Reject

The City may make such investigations as deemed necessary to determine the ability of the Company to provide the supplies and/or perform the services specified.

4.4.1 Company Informational Requirements

In determining the capabilities of an Company to perform the services specified herein, the following informational requirements must be met by the Company. (Note: Each item must be thoroughly addressed. Company taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

4.4.1.2 Resumes/Company Profile and Experience

Company shall specify how long the individual/company submitting the Statement of Qualifications has been in the business of providing services similar to those requested in this RFQ and under what company name. A resume or summary of Statement of Qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

4.4.1.4 Company Financial Stability

Company shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFQ, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

5.0 TERMS AND CONDITIONS

5.1 RFQ Amendments

The City reserves the right to amend this RFQ prior to the Statement of Qualifications due date. All amendments and additional information will be posted to the City's website at: www.peachtreecornersga.gov. Companies are encouraged to check this website frequently.

5.2 Statement of Qualifications Withdrawal

A submitted Statement of Qualifications may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a Statement of Qualifications must be signed by an authorized individual.

5.3 Cost for Preparing Statement of Qualifications

The cost for developing the Statement of Qualifications is the sole responsibility of the Company. The City will not provide reimbursement for such costs.

5.4 Term

The term of this contract shall for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price

5.5 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the

issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

5.6 Conflict of Interest

If a Company has any existing client relationship that involves the City of Peachtree Corners, the Company must disclose each relationship.

5.7 Minority Business Policy

It is the policy of the City of Peachtree Corners that minority business enterprises shall have a fair and equal opportunity to participate in the City Finance process. Therefore, the City of Peachtree Corners encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. In addition, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

5.8 ADA Guidelines

The City of Peachtree Corners adheres to the guidelines set forth in the Americans with Disabilities Act. Company should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Company's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

5.9 Compliance with Laws

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

5.10 Governing Terms

This RFQ expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Contractor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Contractor's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

5.11 Indemnification

Contractor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Contractor's breach of

any of the representations and warranties contained herein; (b) Contractor's failure to follow City's specifications; (c) Contractor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Contractor, its employees, independent contractors,, agents, and suppliers.

5.12 Corrections/Credits

At City's option, Contractor shall either issue an appropriate credit or undertake, at Contractor's sole cost, corrections to materials made necessary by reason of Contractor's failure to follow City's specifications or Contractor's other breach of the terms hereof. The remedies afforded City in this paragraph is in addition to, not in lieu of, any other remedy herein or provided by law or equity.

5.13 Insurance

Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Contractor shall deliver to City a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

5.14 Cancellation

City may cancel this agreement at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Contractor. In such event, in lieu of the price(s) specified on the reverse hereof, Contractor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Contractor and any direct non-cancelable committed costs theretofore committed by Contractor, as directly relating to the performance of Contractor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

5.15 Independent Contractor

Contractor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venture or partner of City. Contractor shall have no authority to contract for or bind City in any manner.

5.16 No Assignment

Contractor may not assign this agreement or any of its rights or responsibilities hereunder, without City's prior written consent.

5.17 Audit

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Contractor which pertain to Contractor's fulfillment of this agreement and charge therefore.

5.18 Attorney's Fees

In the event of Contractor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Contractor the reasonable attorney's fees and court costs incurred by City because of such breach.

5.19 Miscellaneous

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this contract constitute the entire agreement between City and Contractor and supersedes all other oral or written Statement of Qualifications, purchase orders, invoices, agreements and communications between City and Contractor relating to the subject matter hereof. (e) No term of this agreement may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This agreement and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

5.20 Special Stipulations

To the extent City attaches to this agreement any special terms, which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.

APPENDIX A

STATEMENT OF QUALIFICATIONS (See Section 4.2.5)

APPENDIX B

SCHEDULE OF EVENTS RFQ #XX-XXX

Event:	Date:
Release of RFQ	7/XX/2015
Deadline for Written Questions *Submit via E-Mail Only to Finance Manager: mschwartz@peachtreecornersga.gov	8/XX/2015
Pre-Submittal Conference	7/XX/2015@ 10:00 AM
Pre-Submittal Conference Location:	City of Peachtree Corners 147 Technology Parkway Suite 2000 Peachtree Corners, Georgia 30092 For Directions, Call Melissa Schwartz @ 470-395-7022
*Company' Conference Addendum (Transcript et al.)	7/XX/2015
Qualifications Due (Opening Date)	8/XX/2015 @ 2:00PM.
Qualifications are due to:	City of Peachtree Corners Finance Office Re: XX-XXX Professional Services 147 Technology Parkway Suite 2000 Peachtree Corners, Georgia 30092
Tech Evaluation Complete	8/XX/2015
Oral Presentations (On/about)	TBD
Contract Award (On/about)	9/XX/2015

APPENDIX C

RFQ # XX-XXX
COST PROPOSAL

PRIME CONTRACTOR AND ANY POTENTIAL SUB-CONTRACTORS	HOURLY RATES
PRINCIPAL-IN-CHARGE	_____
PROJECT MANAGER	_____
SENIOR ENGINEER	_____
ENGINEER	_____
PROJECT ADMINISTRATOR	_____
TECHNICIAN	_____
3-PERSON SURVEY CREW	_____
SURVEY MANAGER	_____
CONSTRUCTION INSPECTOR	_____
CONSTRUCTION PROJECT MANAGER	_____
CONSTRUCTION ASSISTANT	_____
FIELD TECHNICIAN	_____
LAB TESTING (PER TEST)	_____
OTHER (SPECIFY)	_____

Where there is a reference in the RFQ to deliverables, submission requirements or other response and contract performance discussions, said discussion might not be all inclusive of all requirements in the RFQ. It is incumbent upon the contractor to read this entire RFQ carefully and respond to, and price, **all requirements** and ensure **“Total Contract Value for ALL Requirements”** above includes **all requirements**.

Effective Date: _____

Expiration Date: _____

**CONTRACT AGREEMENT
RFQ #XX-XXX
PROFESSIONAL SERVICES**

This Agreement made and entered into this __ day of _____, in the year 2015; by and between The City of Peachtree Corners, Georgia, having its principle place of business at 147 Technology Parkway, Suite 200 Peachtree Corners, Georgia and (“Contractor”) _____.

WHEREAS, the City of Peachtree Corners has caused Request for Qualifications Number (RFQ #XX-XXX) to be issued soliciting proposals from qualified contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected (“Contractor”) is required to provide the services as called for in the scope of services; and

WHEREAS, the Contractor submitted a response to the RFQ #XX-XXX; and

WHEREAS, the Contractor’s submittal was deemed by the City of Peachtree Corners to be the proposal determined to be most advantageous to the City; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

1.0 Scope of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the RFQ, a copy of which is attached hereto as Appendix “A” and incorporated herein, and provide those Services as may additionally be specified in the Contractor’s Statement in accordance with the terms and conditions of this agreement. The specifications are hereby made a part of this agreement by reference.

2.0 Payment

The City shall pay the amount set out in the attached Item Schedule for services rendered hereunder. Payments shall be made individually by the City according to invoice, for each lot shipped.

3.0 Price

The prices quoted and listed on the attached Schedule shall be firm throughout the term of this Contract.

4.0 Term

The term of this contract shall be for one (1) year from the beginning date, or such shorter time as may be indicated on the bid document and all orders issued and postmarked by the Department during said term shall be filled at the contract price.

5.0 Renewal

The City shall have the option, in its sole discretion, to renew the Contract for four (4) additional renewals as defined in the Standard Contract Form on a year-to-year basis, by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term and requesting Contractor's written consent for renewal of the Contract. Renewal will depend upon the best interests of the City, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the City's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the City and the Contractor.

6.0 Extension

If not set forth in the RFQ and/or Contractor's submittal, the City will determine the basic period of performance for the completion of any of Contractor's actions contemplated within the scope of this Agreement and notify Contractor of the same via written notice. If no specific period for the completion of Contractor's required actions pursuant to this Agreement is set out in writing, such time period shall be a reasonable period of time based upon the nature of the activity. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Vendor for reasons of additional time, additional services and/or additional areas of work.

7.0 Independent Contractor

7.1. The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Peachtree Corners. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Peachtree Corners Representative within ten (10) day after issuance.

In as much as the City of Peachtree Corners and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Peachtree Corners without the express knowledge and prior written consent of the City.

8.0 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from City's actions.

9.0 Insurance

The Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for Worker's Compensation Insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage will be \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 per occurrence for property damage. In addition to above general coverages, contractor shall maintain Professional Liability Insurance with limits of \$2,000,000 per occurrence and in aggregate.

9.1 Contractor shall provide certificates of insurance evidencing the coverage requested herein before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect.

10.0 Termination

10.1 Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Peachtree Corners shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

10.2 The City of Peachtree Corners may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

10.2.1 Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Peachtree Corners of each occurrence.

10.2.2 After five (5) days, written notice fails to:

- a) Maintain the required insurance, or;
- b) In any other manner to perform the requirements of the RFP

11.0 Inclusion of Documents

RFQ #XX-XXX, any amendments thereto, and the Contractor's submittal in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents

incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFQ, as amended, and the Contractor's submittal, the language in the former shall govern.

12.0 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

12.1 Federal Requirements

12.1.1 Federal Compliance Regulations

Federal regulations apply to all City of Peachtree Corners contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to the following:

1. Equal Employment Opportunity – The contractor shall not discriminate against any employee, applicant, or employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded;
3. Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
 - a. Any patent that shall result under this contract; and
 - b. Any patent rights to which the contractor purchases ownership with grant support;
4. Copy rights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under this contract; and
 - b. Any rights of copyright to which the contractor purchases ownership with grant support.

5. Access to books, documents, papers and records of the contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
6. Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

13.0 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Peachtree Corners' prior written consent.

14.0 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

15.0 Drug-Free and Smoke-Free Work Place

15.1 A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

15.2 The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

15.3 The Contractor may be suspended, terminated, or debarred if it is determined that:

15.3.1 The Contractor has made false certification herein; or

15.3.2 The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

16.0 Additional Terms

Neither the City nor any Department shall be bound by any terms and conditions included in any Vendor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

17.0 Antitrust Actions

For good cause and as consideration for executing this Contract or placing this order, Vendor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers to the City of Peachtree Corners all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Peachtree Corners pursuant hereto.

18.0 Reporting Requirement

Reports shall be submitted to the Issuing Officer on a quarterly basis providing, as a minimum, data regarding the number of items purchased as well as the total dollar volume of purchases made from this contract.

19.0 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

20.0 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, nor inducement not contained herein.

21.0 Special Terms and Conditions

(Attached are any special terms and conditions to this contract, if applicable) NONE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF PEACHTREE CORNERS:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

Name: _____

Name: _____

Date: _____

Date: _____

Community Resource Program

Peachtree Corners Community Resources Program Outline

Purpose: The purpose of establishing a Community Resource Program and Committee is to facilitate the matching of need to the availability of assistance accessible to Peachtree Corners in order to enhance the well-being of the community.

Organizational Benefits: A Community Resource Program brings at least three important benefits to a community:

1. Serves as a clearinghouse for information.
2. Provides a point of contact for those in need and those providing service.
3. Facilitates awareness and education about resources.

Work of a Comm. Resource Committee: Activities customarily associated with a Community Resource Committee include the following:

1. Identify and document all the service providers in the community
2. Develop fliers, booklets, websites, and other means of informing the community about available resources
3. Help to match those in need with available assistance
4. Motivate the community to participate in helping those in need through volunteerism, fund-raising, etc.

Steps to Establish a Comm. Resource Program and Committee:

1. Establish a core group to start the Committee. The core group can be appointed by the City Council or applications can be solicited on the City's website.
2. The Committee can elect officers and adopt by-laws, meeting schedule, etc.
3. The Committee will:
 - a) identify their work program and divide up tasks among the members
 - b) determine the form their work product will take (i.e. flyers, brochures, pamphlets)
 - c) explore the creation of a web site
4. The Committee will synthesize all their accumulated research and information and develop a *Community Resources Guide for Peachtree Corners*. This document will identify community resources and contact information along with what each resource offers and the population segment or need that it serves.
5. The Committee will also develop a list of outreach projects with associated tasks, responsibilities, and budget requirements.

**Zoning
Amendment
Fence Height**

Section 700. Walls and Fences.

Walls or fences shall be permitted in any zoning district and are not subject to setback requirements of this Resolution, except that in a Residential Zoning District:

1. No wall or fence shall exceed eight (8) feet in height within a side yard or rear yard. The height of the wall or fence shall be measured from the ground and the measurement shall include any berm, retaining wall or other structure upon which the fence or wall is constructed.
2. Any wall or fence which extends into the front yard shall not exceed four (4) feet in height, except fences enclosing stormwater facilities which may not exceed six (6) feet in height. (Height of wall or fence shall be measured as noted in 1., above.)