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COUNCIL MEETING AGENDA

Mike Mason, Mayor

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

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

August 18, 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 – July 21, 2015

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

1. **Mayor Mason** Presentation of Awards Certificates for Waste Pro
2. **Diana Wheeler** Staff Activity Report
3. **Greg Ramsey** Staff Activity Report

J) OLD BUSINESS

1. **O2015-07-50**
Kym Chereck Second read and consideration of an Ordinance Adopting and Enacting a New Code for The Code of The City of Peachtree Corners, Georgia; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become Effective.

2. **O2015-07-51
Diana Wheeler** Second read and consideration of an Ordinance to Amend the City of Peachtree Corners Property Maintenance Code Chapter 3, Section 309, Inactive Construction Site, in order to require the removal of stockpiled dirt; repealing conflicting regulations; and setting an effective date.

K) NEW BUSINESS

1. **R2015-08-45
(Diana Wheeler)** A Resolution of the City of Peachtree Corners, Georgia to Approve the Site Development Agreement for the Development of the Town Center Property and to Authorize the Mayor to Execute the Agreement and any associated documents. **(THIS ITEM WILL BE CONSIDERED AFTER EXECUTIVE SESSION)**
2. **O2015-08-52
(Diana Wheeler)** First Read and consideration of an Ordinance to Amend Zoning Code Article XIII, Sec. 1308 to add Fireworks sales as a permitted use in C-2, Commercial Zoning Districts **(2nd Read and Public Hearing Sept. 15, 2015)**
3. **Action Item
(Diana Wheeler)** Consideration of Awarding Contracts to Qualified Firms pursuant to RFQ 2015-001 for On-Call Professional Engineering and Design Services.

L) WORK SESSION

1. **LAS** Holcomb Bridge Road Corridor Study Update
2. **Brandon Branham** Discussion on Stormwater Services IGA with Gwinnett County
3. **Diana Wheeler** Discussion regarding ideas for Town Center Bridge
4. **Diana Wheeler** Discussion regarding ideas for Multi-Use Trail
5. **Greg Ramsey** Adopt the Georgia Stormwater Manual as part of the Development Ordinance
6. **Greg Ramsey** RFP for Resurfacing City Streets
7. **Greg Ramsey** Code of Ordinances Worksheet Review
8. **Greg Ramsey** IGA on R/W Maintenance Services

M) EXECUTIVE SESSION – Discussion concerning Real Estate Matter

N) ADJOURNMENT

July 21, 2015
Minutes

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
JULY 21, 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- absent
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Julian Jackson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Bill Riley
Public Works Director	Greg Ramsey
Comm. Director	Judy Putnam
Accounting Manager	Brandon Branham

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

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE JUNE 16, 2015 COUNCIL MEETING.

By: Council Member Gratwick

Seconded by: Council Member Christopher

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

PUBLIC COMMENT: Mrs. Debbie Mason expressed gratitude to the City of Peachtree Corners for their continued support; and presented the City with a photographic plaque to be placed at City Hall.

PRESENTATIONS AND REPORTS:

Staff Activity Report – Community Development

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of June 22, 2105 – July 10, 2015. These activities included, among other items, meeting with applicants to review variance cases, meeting with Fuqua Development to review the DDA property public hearing case, working on the Holcomb Bridge Study update, and responding to phone calls and e-mails from residents, business people, and others.

Staff Activity Report – Public Works

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with July 10, 2015. These activities included, among other items, meeting with Georgia Tech Capstone Students on their Design projects, meeting with Duke Reserve Development, working on the Sidewalk projects, and a pre-submittal meeting for Dunkin Donuts.

OLD BUSINESS:

O2015-06-48

Second 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.

MOTION TO APPROVE O2015-06-48.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

O2015-06-49

Second 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.

MOTION TO APPROVE O2015-06-49.

By: Council Member Gratwick

Seconded: Council Member Aulbach

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

O2015-05-44

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. (This item was tabled at the June 16, 2015 meeting.)

MOTION TO REMOVE THIS ITEM FROM THE TABLE.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

Mrs. Diana Wheeler introduced Ordinance 2015-05-44 and explained that there had been no changes to the Ordinance.

MOTION TO APPROVE O2015-05-44.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

NEW BUSINESS:

APH 2015-09-021

Consideration of Approval of Alcoholic Beverage License Application for JW Asian Cuisine at 3466 Holcomb Bridge Rd, Peachtree Corners GA 30092.

MOTION TO APPROVE APH 2105-09-021.

By: Council Member Wright

Seconded: Council Member Sadd

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

R2015-07-42

Consideration of a Resolution to Call for an Election, Announce Qualifying Dates and Fees, and Appoint Election Officials.

MOTION TO APPROVE R2015-07-42.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

R2015-07-44

Consideration of a Resolution Accepting the Findings of the June, 2015 Business Incubation Community Readiness Assessment prepared by the Georgia Tech Enterprise Innovation Institute and authorizing the implementation of action items.

MOTION TO APPROVE R2015-07-44.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

R2015-07-43

Consideration of a Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia adopting the Gwinnett County Pre-Disaster Hazard Mitigation Plan.

MOTION TO APPROVE R2105-07-43.

By: Council Member Christopher

Seconded: Council Member Wright

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

O2015-07-50

First read and consideration of an Ordinance Adopting and Enacting a New Code for The Code of The City of Peachtree Corners, Georgia; Providing for the Repeal of Certain Ordinances not Included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending such Code; and Providing when such Code and this Ordinance shall become Effective. (Second read and public hearing on August 18, 2015.)

O2015-07-51

First read and consideration of an Ordinance to Amend the City of Peachtree Corners Property Maintenance Code Chapter 3, Section 309, Inactive Construction Site, in order to require the removal of stockpiled dirt; repealing conflicting regulations; and setting an effective date. (Second read and public hearing on August 18, 2015.)

WORK SESSION:

Fireworks Regulations

Mrs. Diana Wheeler reminded the Mayor and Council that at the June 16, 2015 Council meeting, the Council adopted a moratorium resolution on Fireworks sales in order to allow time to determine appropriate locations and regulations for the retail sale of fireworks in permanent facilities. After reviewing what other jurisdictions have in place, and also referring to a paper prepared by the Georgia Municipal Association, Staff recommended amending the Zoning Code Article XIII, Section 1308 to add Fireworks sales as a permanent use in C-2, as follows:

Fireworks – retail sales of consumer fireworks within a permanent building shall meet the following requirements:

- 1. Building must meet overlay design standards, be free-standing, and be at least 2500 sq. ft. in size, but no greater than 10,000 sq. ft. in size.*
- 2. Must meet Gwinnett County Fire Dept. regulations, be built to ICC H3 building code requirements, and have two functioning fire extinguishers within proximity of where fireworks are stored.*
- 3. Must be located at least 300 feet from a facility that sells, stores, or processes gasoline.*
- 4. No Smoking signs shall be displayed at building entrance.*
- 5. All product storage shall be contained within the building.*

After discussion it was determined that this item will proceed to the Planning Commission.

Georgia Tech Capstone Team - Roundabouts

Mr. Greg Ramsey introduced his Capstone Team, which included Michael Spikes, Cody Rodgers, Chibuzor Oziligbo and Matt Hall. The Capstone Team gave an in depth presentation on three proposed roundabouts. The Team decided on final review, that the best placement for a roundabout in the City of Peachtree Corners would be located at Medlock Bridge Road and Peachtree Corners Circle. A copy of this presentation is available at the City of Peachtree Corners Public Works Department.

Georgia Tech Capstone Team – Bicycle and Pedestrian Plan

Mr. Greg Ramsey introduced his Capstone Team, which included Ellie Black, Tuan Duong, Nathan McDonald and James Young. The Capstone Team gave an in depth presentation on proposed Bicycle and Pedestrian paths throughout the City. A copy of this presentation is available at the City of Peachtree Corners Public Works Department.

Traffic Engineering Analysis – 141 Intersection

Mr. Greg Ramsey presented the Wolverton & Associates traffic engineering services scope and preliminary fee estimate for the Traffic Engineering Study and Concept Drawings for the following intersections: SR 141 at Spalding Drive, SR 141 at Peachtree Corners Circle, SR 141 at The Forum, and SR 141 at East Jones Bridge Road. A copy of this study can be found at the City of Peachtree Corners Public Works office.

GDOT Quick Response Projects

Mr. Greg Ramsey informed the Mayor and Council of three proposed Quick Response Projects requested for the Georgia Department of Transportation. These projects are located at State Route 140 Southbound at the Access Road to SR 141 Southbound, at State Route 140 Southbound between River Exchange Drive and Spalding Drive, and at State Route 140 Southbound at Deerings Lane. Additional information on the proposed projects is available at the City of Peachtree Corners Public Works Department.

Median Landscaping Projects

Mr. Greg Ramsey informed the Mayor and Council of five proposed median improvements located on Highway 141. Landscape plans were available in the Council Packets.

IMS Pavement Analysis & Resurfacing Framework

Mr. Greg Ramsey informed the Mayor and Council that the IMS pavement analysis is wrapping up and they should be receiving a report soon. Mr. Ramsey stated that when he receives the report he will forward it to the Mayor and Council.

EXECUTIVE SESSION:

There was no Executive Session.

ADJOURNMENT:

MOTION TO ADJOURN AT 9:11 PM.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

Approved,

Attest:

Mike Mason, Mayor

Kymerly Chereck, City Clerk
(Seal)

Staff Report

D. Wheeler



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: August 14, 2015

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 7/13/15 – 8/14/15.

- A. Meetings with:
 1. Partnership Gwinnett and a technology company to discuss business expansion project
 2. DDA to approve the Site Development Agreement for the Town Center
 3. Stephens Co. to discuss Town Center construction financing
 4. Staff to review RFQ responses and make recommendations
 5. Clergy to discuss new synagogue project
- B. Holcomb Bridge Corridor Study Community Meeting and Ice Cream Social set for 7 -9 PM, Thursday, Aug. 20th at Brunswick's
- C. First Community Resources Committee meeting set for Friday, Aug. 21st.
- D. Received ARC comments on Green Community application. Responses due 9/24/15.
- E. Submitted award application to Georgia Planning Assoc. for Town Center LCI plan
- 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
7/16/2015	PP15-0677	SHUMATE MECHANICAL	1308 GLENLEAF DRIVE	HVAC
7/16/2015	PP15-0678	SHUMATE MECHANICAL	155 TECHNOLOGY PKWY	HVAC
7/16/2015	PP15-0679	5 SEASONS MECHANICAL	3384 HOLCOMB BRIDGE RD STE A	HVAC
7/17/2015	PP15-0680		3933 GLEN MEADOW DR	REROOF
7/17/2015	PP15-0681	GILMAC ELECTRIC	3892 CENTRE CT	ELECTRICAL
7/17/2015	PP15-0682	FIX-R-US	3648 ALLENHURST DR	PLUMBING
7/17/2015	PP15-0683	FORMCASE INC	6796 JIMMY CARTER BLVD STE F	CERTIFICATE OF OCCUPANCY
7/20/2015	PP15-0684	POINTE COMMERCIAL REAL ESTATE, INC	5075 PEACHTREE PKWY STE 107	INTERIOR FINISH
7/20/2015	PP15-0685	ATLANTA DECKING AND FENCE CO., INC	4250 FRANK NEELY RD	ADDITION
7/20/2015	PP15-0686	GILCRAFT CONSTRUCTION CO., INC	4731 OUTER BANKS DR	REMODEL
7/20/2015	PP15-0687	V-TEC ATLANTA, INC	46 TECHNOLOGY PARKWAY SOUTH STE 200	CERTIFICATE OF OCCUPANCY
7/20/2015	PP15-0688	MERIT CONSTRUCTION CO	6525 THE CORNERS PKWY STE 102	INTERIOR FINISH
7/20/2015	PP15-0689	GEORGIA DELTA MECHANICAL, INC	820 GLENLEAF DR	PLUMBING
7/21/2015	PP15-0690	CYNTHIA & EDWARD MCDONALD	3465 SCOTTS MILL RUN	REPAIR/REPLACE
7/21/2015	PP15-0691	MADDOX ELECTRIC	4800 PEACHTREE PKWY	ELECTRICAL
7/21/2015	PP15-0692	DUKE CONSTRUCTION	3715 DAVINCI CT STE 100	INTERIOR FINISH
7/21/2015	PP15-0693	DUKE CONSTRUCTION	3715 DAVINCI CT STE 200	INTERIOR FINISH
7/21/2015	PP15-0694	VALUE PLUMBING, INC	4348 WHITTINGTON WAY	PLUMBING

DATE	Permit #	NAME	ADDRESS	TYPE
7/22/2015	PP15-0699	PLUMB DIGGITY LLC	3908 RIVER WALK DR	PLUMBING
7/22/2015	PP15-0700	ENTERPRISE RENT A CAR	7085 JIMMY CARTER BLVD	TEMPORARY SIGN
7/22/2015	PP15-0701	ENTERPRISE RENT A CAR	7085 JIMMY CARTER BLVD	TEMPORARY SIGN
7/22/2015	PP15-0702	BISON DATA SYSTEMS, INC	3690 HOLCOMB BRIDGE RD STE A	CERTIFICATE OF OCCUPANCY
7/23/2015	PP15-0703	SUPERIOR PLUMBING SERVICES, INC	4945 NATCHEZ TRACE CT	PLUMBING
7/23/2015	PP15-0704	C&W CONTRACTING SERVICES	3500 PARKWAY LN STE 115	INTERIOR FINISH
7/23/2015	PP15-0705	SUNBLET BUILDERS	3331 GREEN POINTE PKWY	NEW WAREHOUSE
7/23/2015	PP15-0706	TBD	5875 PEACHTREE INDUSTRIAL BLVD STE 150	INTERIOR FINISH
7/23/2015	PP15-0707	AIR SERV	3908 RIVER WALK DR	HVAC
7/24/2015	PP15-0708	DR.ROOF ATLANTA	3638 ALLENHURST DR	REROOF
7/24/2015	PP15-0709	SHUMATE MECHANICAL	6753 JONES MILL CT STE C	HVAC
7/24/2015	PP15-0710	DPR HARDIN CONSTRUCTION	225 SCIENTIFIC DRIVE	INTERIOR FINISH
7/24/2015	PP15-0711	SHUMATE MECHANICAL	6753 JONESMILL CT STE C	HVAC
7/24/2015	PP15-0712	GEORGIA DELTA MECHANICAL, INC	3877 MORRIS CT	PLUMBING
7/24/2015	PP15-0713	PROVIDENCE CONSULTING	5405 SPALDING DR	CO-LOCATE
7/24/2015	PP15-0714	CORNERSTONE HOMES & DEVELOPERS, LLC	3865 SCOTT MILL RUN LOT 11	
7/24/2015	PP15-0715	WALLACE ELECTRIC	110 TECHNOLOGY PKWY	ELECTRICAL
7/24/2015	PP15-0716	SAGE TECH PARK LLC	275 SCIENTIFIC DR STE 2000	INTERIOR FINISH
7/24/2015	PP15-0717	SAGE TECH PARK LLC	275 SCIENTIFIC DR STE 2500	INTERIOR FINISH
7/28/2015	PP15-0718	KUICK ARTS SIGNS, LLC	5075 PEACHTREE PKWY STE 107	PERMANENT SIGN
7/29/2015	PP15-0719	ATLANTA DECKING AND FENCE CO., INC	5941 RANGE COURT	DECK
7/29/2015	PP15-0720	GERARDO PALACIOS	3206 CHAPPELL LN	REMODEL
7/29/2015	PP15-0721	MALLORY/EVANS SERVICE COMP	3280 PEACHTREE IND BLVD	HVAC
7/29/2015	PP15-0722	ABSOLUTE WELLNESS BEHAVIORAL	3937 HOLCOMB BRIDGE RD STE 200	CERTIFICATE OF OCCUPANCY
7/29/2015	PP15-0723	UNITED AIR TEMP	6738 LOCKRIDGE DR	HVAC
7/29/2015	PP15-0724	UNITED AIR TEMP	5991 RACHEL RIDGE	HVAC
7/29/2015	PP15-0725	UNITED AIR TEMP	6193 SPALDING DR	HVAC
7/29/2015	PP15-0726	UNITED AIR TEMP	5120 RIVERLAKE DR	HVAC
7/29/2015	PP15-0727	COMFORT TEMP INC	4209 ALLENHURST DR	HVAC
7/30/2015	PP15-0728	JONES CONTRACTING GROUP LLC	5270 PEACHTREE PKWY STE 109A	DEMO
7/30/2015	PP15-0729	ANCHOR HTG & AIR CO., INC	3040 HOLCOMB BRIDGE RD STE B	HVAC
7/30/2015	PP15-0730	DYNAMIC ROOFING SOLUTIONS	3200 PEACHTREE IND BLVD	REROOF
7/30/2015	PP15-0731	DNM LLC/DIVERSE PLUMBING	3893 MILLER CT	PLUMBING
7/30/2015	PP15-0732	ZIPPY PLUMBER	5993 PEACHTREE IND BLVD	PLUMBING
7/30/2015	PP15-0733	GREEN BASEMENTS & REMODELING	6001 NEELEY CT	BASEMENT FINISH
7/31/2015	PP15-0734	I & G PEACHTREE CORNERS LLC	6525 THE CORNERS PKWY STE 212	CERTIFICATE OF OCCUPANCY
7/31/2015	PP15-0735	SPENCER HEATING & A/C	4248 ALLENHURST DR	HVAC
7/31/2015	PP15-0736	SPENCER HEATING & A/C	6225 SPALDING DRIVE	HVAC
7/31/2015	PP15-0737	CMS MECHANICAL SERVICES	3265 HOLCOMB BRIDGE RD	HVAC
7/31/2015	PP15-0738	SHUMATE MECHANICAL	4171 AMBERFIELD CIR	HVAC
7/31/2015	PP15-0739	SHUMATE MECHANICAL	4495 MISSENDELL LN	HVAC
7/31/2015	PP15-0740	SHUMATE MECHANICAL	110 TECHNOLOGY PKWY	HVAC
7/31/2015	PP15-0741	FINDLAY ROOFING	6120 RACHEL RIDGE	RE-ROOF
7/31/2015	PP15-0742	FINDLAY ROOFING	3515 SPALDING CHASE DR	RE-ROOF
7/31/2015	PP15-0743	A-1	7025 JIMMY CARTER BLVD	PERMANENT SIGN
7/31/2015	PP15-0744	STANLEY ELECTRIC	5075 PEACHTREE PKWY STE 107	ELECTRICAL/SIGN
7/31/2015	PP15-0745	STANLEY ELECTRIC	5075 PEACHTREE PKWY STE 107	ELECTRICAL
7/31/2015	PP15-0746	GIRARD ROOFING	3650 HIGHCROFT CIR	RE-ROOF
8/3/2015	PP15-0747	LAURENTHIA MESH	7028 LAKEVIEW LN	REMODEL
8/3/2015	PP15-0748	DIVERSE PLUMBING AND MECHANICAL	6115 MOUNTCREEK PLACE	PLUMBING
8/3/2015	PP15-0749	DIAMOND LUXURY MOTORS, INC	3845 HOLCOMB BRIDGE RD STE 350	CERTIFICATE OF OCCUPANCY
8/4/2015	PP15-0750	RETAINING WALLS COMPANY, INC	5242 PEACHTREE PKWY	RETAINING WALL
8/4/2015	PP15-0751	LUCAS TILTON RESIDENTIAL	4139 NOBLEMAN POINT	RETAINING WALL
8/4/2015	PP15-0752	SLEEP NUMBER	5150 PEACHTREE PKWY STE 200	TEMPORARY SIGN
8/5/2015	PP15-0753	METAL BUILDING ASSOCIATIONS	4571 BUFORD HWY	REROOF
8/5/2015	PP15-0754	SPENCER HEATING & A/C	4138 ALLENHURST DRIVE	HVAC
8/5/2015	PP15-0755	S-H ELECTRICAL COMPANY	7050 JIMMY CARTER BLVD STE 124	ELECTRICAL
8/5/2015	PP15-0756	RICHARD BOWERS	3420 WOODHILL DRIVE	GREENHOUSE
8/6/2015	PP15-0757	TIDEWATER BUILDER	3375 HOLCMB BRIDGE RD	DEMO
8/6/2015	PP15-0758	D E ELECTRIC COMPANY	3675 SCOTTS MILL RUN	ELECTRICAL
8/6/2015	PP15-0759	G & C AIR CONDITIONING INC	6420 DEERINGS LN	HVAC
8/7/2015	PP15-0761	EXCEL HEATING & AIR CO., INC	3655 WESTCHASE VILLAGE LN 1-3850D	HVAC
8/7/2015	PP15-0762	EXCEL HEATING & AIR CO., INC	3655 WESTCHASE VILLAGE LN 1-3850E	HVAC
8/7/2015	PP15-0763	LANCOM TECHNOLOGIES INC	3715 DAVINCI CT 100	ELECTRICAL

Staff Report

G. Ramsey



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: August 18, 2015
SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 08-10-15:

A. Attended the following meetings:

1. GCDWR Quarterly SW Coordination – 7-27-15
2. Winters Chapel construction bid review – 7-24-15
3. GDOT encroachment permit meeting – 8-10-15
4. Various development project meetings
5. Various meetings on Gunnin Road sewer project
6. Various meetings on On Call Consultants RFQ

B. Field Services Operations 07-11-15 thru 08-10-15

1. # of Work Orders Initiated = 102
2. # of Fix It App submittals for PW = 8
3. # of Field Generated Work Orders = 84
4. # of Work Orders Completed = 79
5. # of Work Orders Referred to Other Departments = 10
6. Please see below for summaries of Work Orders & Fix-It App submittals

Work Orders Initiated:

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000762	7/11/2015	Remove Trash In R.O.W.	Jones Mill Rd	In Progress	
15-000771	7/11/2015	Remove Deceased Animal	Hwy 141 Northbound	Completed	7/11/2015
15-000775	7/12/2015	Removed Deceased Animal	Hwy 141 Southbound	Completed	7/12/2015
15-000742	7/13/2015	Remove Fallen Tree In R.O.W	Governors Lake Pkwy & Governors Lake Dr	In Progress	
15-000763	7/13/2015	High Grass/Weeds	500 Technology Pkwy	Completed	7/13/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000764	7/13/2015	Remove Trash In R.O.W.	Technology Park	Completed	7/13/2015
15-000765	7/13/2015	High Grass/Weeds	Woodhill Dr	Completed	7/13/2015
15-000766	7/13/2015	Remove Trash In R.O.W.	Woodhill Dr	Completed	7/13/2015
15-000768	7/13/2015	High Grass/Weeds	Peachtree Industrial Pkwy	Completed	7/13/2015
15-000769	7/13/2015	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/13/2015
15-000770	7/13/2015	High Grass/Weeds	Jay Bird Aly	Completed	7/13/2015
15-000747	7/14/2015	High Grass/Weeds	Hwy 141 North & South	Completed	7/14/2015
15-000748	7/14/2015	Remove Trash In R.O.W	Riverview Dr	Completed	7/14/2015
15-000750	7/14/2015	Remove Object In R.O.W.	Hwy 141 South	Completed	7/14/2015
15-000772	7/14/2015	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/14/2015
15-000776	7/14/2015	Remove Trash In R.O.W.	Hwy 141 By the Chattahoochee River	Completed	7/14/2015
15-000777	7/14/2015	High Grass/Weeds	Hwy 141 Near the Chattahoochee River	Completed	7/14/2015
15-000773	7/15/2015	Clean Gutter	Jimmy Carter Blvd	Completed	7/15/2015
15-000774	7/15/2015	Remove Object In R.O.W.	Hwy 141 Northbound	Completed	7/15/2015
15-000778	7/15/2015	Remove Trash In R.O.W.	Engineering Dr	Completed	7/15/2015
15-000761	7/16/2015	Install Speed Control Signs	Bush Rd	Completed	7/16/2015
15-000754	7/17/2015	Install Road Signs	Lock Ridge Forest	Pending	
15-000758	7/17/2015	High Grass/Weeds	Governors Lake Pkwy	Pending	
15-000760	7/17/2015	Remove Object In R.O.W.	6640 Lockridge Dr	Completed	7/17/2015
15-000779	7/17/2015	High Grass/Weeds	Jay Bird Aly	In Progress	
15-000780	7/17/2015	High Grass/Weeds	Technology Pkwy	Completed	7/17/2015
15-000781	7/17/2015	Remove Trash In R.O.W.	Technology Park	In Progress	
15-000782	7/17/2015	High Grass/Weeds	Technology Pkwy	Completed	7/17/2015
15-000783	7/17/2015	High Grass/Weeds	Woodhill Dr	Completed	7/17/2015
15-000784	7/17/2015	High Grass/Weeds	Jay Bird Aly	Completed	7/17/2015
15-000743	7/20/2015	Deceased Animal	4867 Lou Ivy Rd	Completed	7/20/2015
15-000744	7/20/2015	Deceased Animal	4868 Lou Ivy Rd	Pending	
15-000753	7/20/2015	Replace Street Signs	Lock Ridge Dr	Pending	
15-000755	7/20/2015	Remove Trash In R.O.W.	PIB North And Jimmy Carter Blvd	Completed	7/20/2015
15-000757	7/20/2015	Objects In R.O.W.	Hwy 141 South	Completed	7/20/2015
15-000785	7/20/2015	High Grass/Weeds	Hwy 141	Completed	7/20/2015
15-000786	7/20/2015	Remove Trash In R.O.W.	Hwy 141	Completed	7/20/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000787	7/20/2015	Removed Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/20/2015
15-000788	7/20/2015	Deceased Animal	Hwy 141 /Chattahoochee River	Completed	7/20/2015
15-000789	7/20/2015	Deceased Animal	Hwy 141	Completed	7/20/2015
15-000790	7/20/2015	Remove Trash In R.O.W.	Hwy 141/ Chattahoochee River	Completed	7/20/2015
15-000751	7/21/2015	Install Road Sign	South Old Peachtree Rd	Completed	7/21/2015
15-000752	7/21/2015	Installed Road Sign	Old South Peachtree Rd	Completed	7/21/2015
15-000756	7/21/2015	Install Traffic Control Devices	South Old Peachtree Rd	Pending	
15-000793	7/21/2015	Remove Trash In R.O.W.	Jones Mill Rd	Completed	7/21/2015
15-000794	7/21/2015	Removed Trash Spilled In R.O.W.	PIB and Winters Chapel Rd	Completed	7/21/2015
15-000795	7/21/2015	Deceased Animal	Hwy 141 Near the River	Completed	7/21/2015
15-000745	7/23/2015	Tree Impeding Roadway	4376 Jones Bridge Cir	Completed	7/24/2015
15-000804	7/23/2015	Stabilize Medians	Hwy 141	In Progress	
15-000685	7/24/2015	High Grass/Weeds	Industrial Park Dr	Completed	6/24/2015
15-000746	7/24/2015	High Grass/Weeds	2953 Jones Mill Rd	Completed	7/31/2015
15-000806	7/24/2015	Remove Debris In R.O.W.	Peachtree Corners Cir	Completed	7/24/2015
15-000759	7/27/2015	Deceased Animal	4297 Jones Mill Cir	Completed	7/27/2015
15-000796	7/27/2015	Removed Trash In R.O.W.	Hwy 141 (North & South)	Completed	7/27/2015
15-000797	7/27/2015	Deceased Animals	East Jones Bridge Rd	Completed	7/27/2015
15-000798	7/27/2015	Removed Object In R.O.W.	Hwy 141 at Holcomb Bridge Rd.	Completed	7/27/2015
15-000799	7/27/2015	Remove Trash In R.O.W.	PIB Access Rd & Jimmy Carter Blvd	Completed	7/27/2015
15-000807	7/27/2015	Replace Speed Limit Signs	Sumac Dr / Lockridge Dr	Completed	7/27/2015
15-000808	7/27/2015	Replace Street Signs	Sumac Dr/ Lockridge Dr	Completed	7/27/2015
15-000791	7/28/2015	Removed Object In R.O.W.	3274 Spring Dr	Completed	7/28/2015
15-000800	7/28/2015	Landscape Medians	Hwy 141	Completed	7/28/2015
15-000801	7/29/2015	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/29/2015
15-000803	7/29/2015	High Grass/Weeds	Winters Chapel Rd	In Progress	
15-000810	7/31/2015	Remove Debris In R.O.W.	Hwy 141	Completed	7/31/2015
15-000811	7/31/2015	Removed Debris	PIB South –	Completed	7/31/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
		In R.O.W.	Under Pass		
15-000823	7/31/2015	High Grass/Weeds	Triangle Pkwy	Completed	7/31/2015
15-000824	7/31/2015	High Grass/Weeds	PIB - Hwy 141	Completed	7/31/2015
15-000809	8/3/2015	Remove Trash In R.O.W.	5840 Crooked Creek Rd	Completed	8/3/2015
15-000813	8/3/2015	High Grass/Weeds	Jay Bird Aly	Completed	8/3/2015
15-000826	8/3/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	8/3/2015
15-000814	8/4/2015	High Grass/Weeds	3960 Holcomb Bridge Rd	Completed	8/4/2015
15-000815	8/4/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	8/4/2015
15-000816	8/4/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	8/4/2015
15-000817	8/4/2015	High Grass/Weeds	Industrial Pkwy	Completed	8/4/2015
15-000818	8/4/2015	High Grass/Weeds	Spalding Dr & Peachtree Corners Cir	Completed	8/4/2015
15-000819	8/4/2015	High Grass/Weeds	Crooked Creek Rd	Completed	8/4/2015
15-000820	8/4/2015	High Grass/Weeds	Spalding Dr	Completed	8/4/2015
15-000821	8/4/2015	High Grass/Weeds	Hwy 141 South	Completed	8/4/2015
15-000822	8/4/2015	High Grass/ Weeds	Spalding Dr	Completed	8/4/2015
15-000825	8/4/2015	High Grass/Weeds	Hwy 141 North	Completed	8/3/2015
15-000812	8/5/2015	Remove Object In R.O.W.	Holcomb Bride Rd & Crooked Creek Rd	Completed	8/5/2015
15-000828	8/5/2015	Spray Herbicide In R.O.W.	PIB North	Completed	8/5/2015
15-000792	8/6/2015	Repair Speed Limit Sign	3810 Summertree Ct	In Progress	
15-000827	8/6/2015	Remove Trash In R.O.W.	Hwy 141 South & North	Completed	8/6/2015
15-000829	8/6/2015	Remove Trash In R.O.W.	PIB North	Completed	8/6/2015
15-000832	8/6/2015	Stabilized Medians	Hwy 141	Completed	8/6/2015
15-000833	8/6/2015	Remove Debris In R.O.W.	Peachtree Corners Cir	Completed	8/6/2015
15-000805	8/7/2015	Remove Fallen Tree In R.O.W.	Jaybird Alley/Corners Way	Pending	
15-000830	8/7/2015	Remove Tree In R.O.W.	Jay Bird Aly	Completed	8/7/2015
15-000831	8/7/2015	Remove Debris In R.O.W.	Bush Rd & Lou Ivey Rd	Completed	8/7/2015
15-000834	8/7/2015	Deceased Animal	Technology Pkwy South	Completed	8/7/2015

Work Orders Referred to other Departments:

Date Created	Request Type	Address	Status Type	Referred To Other Departments
8/9/2015	Curb Damaged	5950 Ranger Court	In-Process	GC DOT
8/7/2015	Pothole	4423-4499 Old Peachtree Road	In- Process	GC DOT
8/6/2015	Traffic Signal Out?	4901 West Jones Bridge Road	Complete	GC DOT
7/21/2015	Leaking Fire Hydrant	3865-3875 Vic-Ar Court,	In-Process	GC WRS
7/16/2015	Fire Hydrant Leaning	Near Sprouts on Peachtree Parkway	Complete	GCWRS
7/15/2015	Water running along curb	5141 West Jones Bridge Road, Norcross, GA 30092, USA	Complete	GCWRS
7/14/2015	Traffic Signal Out	6025 Peachtree Parkway, Norcross, GA 30092, USA	Complete	GC DOT
7/14/2015	Street Light	450 Technology Parkway Northwest, Norcross, GA 30092, USA	Complete	GC DOT
7/12/2015	Flooding in Street	Tillman Hall subdivision.	In-Process	GC DOT
7/11/2015	Curb Damage and Dangerous Speed Humps	3921 Gunnin Road, Norcross, GA 30092, USA	In-Process	GC DOT

02015-07-50

Municode

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS:

Section 1. The Code entitled "The Code of the City of Peachtree Corners, Georgia," published by Municipal Code Corporation, consisting of chapters 1 through 62, each inclusive, is adopted.

Section 2. All ordinances of a general and permanent nature enacted on or before May 20, 2014, and not included in the Code or recognized and continued in force by reference therein, are repealed.

Section 3. The repeal provided for in section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

Section 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine exceeding \$1,000.00, imprisonment for a term not exceeding six months, or any combination thereof. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS

ORDINANCE 2015-07-50

amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

Section 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

Section 6. Ordinances adopted after May 20, 2014 that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Section 7. This ordinance shall become effective July 21, 2015.

Passed and adopted by the City Council this _____ day of _____, _____.

Mike Mason, Mayor

ATTEST:

Kymberly Chereck, City Clerk

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the _____ day of _____, ____.

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

Approved:

ATTEST:

Mike Mason, Mayor

_____(SEAL)
Kymberly Chereck, City Clerk

02015-07-51

Property

Maintenance Code

**AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS PROPERTY
MAINTENANCE CODE CHAPTER 3, SECTION 309, INACTIVE CONSTRUCTION
SITE, IN ORDER TO REQUIRE THE REMOVAL OF STOCKPILED DIRT;
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, by extension, property maintenance; and

WHEREAS, the Mayor and Council desire to amend the current Property Maintenance Code;

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

Section 1: (words **underlined** are added)

SECTION 309 INACTIVE CONSTRUCTION SITE

309.1 Construction Inactivity. Whenever a development property remains inactive for at least one year, the property shall no longer be considered a construction site and shall be subject to the mitigation requirements of 309.2.

309.2 Mitigation. Within 30 days of notification by the city, the responsible party associated with an inactive construction site shall do the following:

- a. Remove all construction materials, supplies, and equipment from the site; and
- b. Remove all storage containers, construction trailers and security trailers from the site; and
- c. Remove all signage except permitted "For Sale" or comparable real estate sign; and
- d. Stabilize the soil on the site pursuant to best practices; and
- e. Remove silt fencing and tree protection fencing as directed by the code official; and
- f. Remove any standing water and eliminate ponding conditions on site; and
- g. Complete any required drainage improvements needed to prevent downstream impacts; and
- h. Remove or safeguard any hazards on the site; and
- i. Remove unsafe partial structures; and
- j. Re-vegetate and/or screen the site (using materials approved by the code official) along roadways; and
- k. Mow, weed, and trim existing vegetation on site such that grass does not exceed eight inches in height, weeds are removed, and shrubs and trees are free of dead limbs or growth.

l. Remove all stockpiled dirt, ensure that site elevations along roadways match the adjoining street elevations, and re-vegetate so that any bare earth on the site is covered.

Section 2

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

Effective this _____ day of July, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

R2015-08-45

**Site Development
Agreement**

A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO APPROVE THE SITE DEVELOPMENT AGREEMENT FOR THE DEVELOPMENT OF THE TOWN CENTER PROPERTY AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY ASSOCIATED DOCUMENTS.

WHEREAS, the City of Peachtree Corners acquired property located on Peachtree Parkway at Forum Drive for the express purpose of developing a Town Center; and

WHEREAS, a Downtown Development Authority was established and a development partner was acquired in order to help facilitate the Town Center project; and

WHEREAS, in order to implement a Town Center development, the City has determined that it is necessary to enter into a three party agreement with Fuqua Development and the DDA for the purpose of constructing the project;

NOW, THEREFORE, BE IT RESOLVED, by the City of Peachtree Corners as follows:

1. That the document entitled 'Site Development Agreement', attached, is hereby approved.
2. That the Mayor is authorized to execute the Site Development Agreement and any associated documents.

SO RESOLVED AND EFFECTIVE, this the 18th day of August, 2015.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk

Seal

SITE DEVELOPMENT AGREEMENT

THIS SITE DEVELOPMENT AGREEMENT (this “**Agreement**”) is made by **CITY OF PEACHTREE CORNERS**, a public body corporate and politic (“**City**”), **CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT AUTHORITY**, a public body corporate and politic (“**DDA**”) and **FUQUA DEVELOPMENT SERVICES, LLC**, a Georgia limited liability company (“**Developer**”), as of _____, 2015.

RECITALS:

A. Developer intends to develop a retail/residential mixed use project (the “**Project**”) as depicted on the site plan attached hereto as Exhibit A (the “**Site Plan**”).

B. Developer is the owner of the portion of the Project depicted on the Site Plan as “Developer Tract” and being more particularly described on Exhibit B (the “**Developer Tract**”).

C. City is or will be the owner of the portion of the Project depicted on the Site Plan as “City Tract” and being more particularly described on Exhibit C (the “**City Tract**”).

D. DDA is the owner of the portion of the Project depicted on the Site Plan as DDA Tract and being more particularly described on Exhibit D (the “**DDA Tract**,” and together with the Developer Tract and the City Tract, collectively, the “**Tracts**”).

E. Developer, City and DDA recognize that it is cost-efficient and in their mutual interest to cooperate in the development of their respective Tracts.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Construction Documents. Developer has caused to be prepared the utility plans, grading plans, road plans, erosion and drainage plans and plans for construction of parking deck described on Exhibit E attached hereto (together, as amended or modified by any Approved Change Orders, the “**Site Construction Documents**”). Developer, City and DDA hereby approve the Site Construction Documents.

Section 2. Site Improvement Work. Developer, pursuant to the allocation of costs described in Section 6 of this Agreement, shall cause the following activities (as described in subsections A-E below and as modified by any Approved Change Orders, the “**Site Improvement Work**”) to be completed in accordance with the Site

Construction Documents, the Construction Schedule and the Budget, each as defined below, and the other requirements of this Agreement:

(A) Developer shall clear and rough grade to the grades indicated on the grading plans included in the Site Construction Documents, all existing improvements on the City Tract, the DDA Tract, Developer Tract and certain areas outside the Developer Tract, City Tract and DDA Tract, such outside areas depicted as “**Off-Site Areas**” on the Site Plan.

(B) Developer shall construct those internal streets, driveways, curbs, gutters, streetscapes, pedestrian improvements, common area landscaping, offsite improvements, “on street” parking, street lighting, detention and other infrastructure improvements located on the City Tract, the DDA Tract, Developer Tract and the Off-Site Areas depicted on the plat attached hereto as Exhibit F (the “**Off-Site Areas Plat**”), all in accordance with the Site Construction Documents.

(C) Developer shall construct and install utilities, including but not limited to electric, gas, water, sanitary sewer, storm sewer, storm water detention, cabling and related improvements for phone and internet connectivity and all infrastructure related to such utility improvements, and shall also relocate and retrofit existing utilities on the City Tract, DDA Tract, Developer Tract and/or Off-Site Areas, all as further described and/or depicted in Exhibit G attached hereto, and all in accordance with the Site Construction Documents.

(D) Developer shall construct a public green space area and pedestrian walkways for the public green space area (not including the creek and trail area) on the DDA Tract, including all improvements and infrastructure related to such public green space area and pedestrian walkways, and connecting such pedestrian walkways to the remainder of the Project, all as further described and/or depicted in Exhibit H attached hereto, and all in accordance with the Site Construction Documents.

(E) Developer shall construct a parking deck on the City Tract, including all improvements and infrastructure related to such parking deck, all as further described and/or depicted Exhibit I attached hereto, and all in accordance with the Site Construction Documents.

Section 3. Site Construction Documents; Approval by Governmental Authorities. Developer shall promptly submit the Site Construction Documents to the appropriate governmental authorities (the “**Governmental Authorities**”), including, without limitation, any and all utility companies having jurisdiction over any components of the Site Improvement Work, in order to obtain all building and development permits necessary for the performance of the Site Improvement Work (“**Site Improvement Work Permits**”) and shall use commercially reasonable efforts to thereafter obtain such Site Improvement Work Permits as promptly as practicable and in any event in sufficient time to allow Developer to comply with the Construction Schedule, as defined below. City agrees to cooperate with Developer in connection with the submittal and processing

of the Site Construction Documents to and by the Governmental Authorities. If, during the review by the Governmental Authorities of the Site Construction Documents, material modifications or additions thereto are required as a condition to any of the Site Improvement Work Permits, and if such modifications or additions are acceptable to Developer, then Developer will submit all modifications and additions to City for its approval or disapproval. If City disapproves any of the modifications and additions to the Site Construction Documents which are required by the Governmental Authorities as a condition to issuing any Site Improvement Work Permits, then City and Developer shall promptly meet with the applicable Governmental Authority to attempt to agree to such modifications and additional changes to the Site Construction Documents which are acceptable to both City and Developer. Developer hereby agrees to use its best efforts to cause the Governmental Authorities to agree to limit the modifications and additions to the Site Construction Documents to those which are acceptable to City and DDA.

Section 4. Construction/Installation of the Site Improvement Work.

(A) Developer shall solicit from Approved Bidders (as defined below) bids as to the performance of the following components of Site Work Improvements: two Approved Bidders as to project site lighting; two Approved Bidders as to project signage; three Approved Bidders as to project landscaping and three Approved Bidders as to general site work. The Approved Bidders shall be as follows: as to project site lighting: _____; as to project signage: _____; as to project landscaping: _____; and as to general site work: _____. Developer, the City and DDA shall participate in the review of all bids, but Developer, acting reasonably, shall have the right to select which of the Approved Bidders shall perform the applicable component of the Site Improvement Work (from whom timely bids have been received). Notwithstanding the foregoing, if Atlanta Gas Light Company (“AGL”) requires a specific contractor or contractors to relocate the gas line along Medlock Bridge Rd, such contractor(s) shall be deemed an Approved Bidder and sole bidder if required by AGL. For avoidance of doubt, the bid process shall be conducted as to “pricing level plans” and not final construction plans and specifications.

(B) Each of the contracts for each component the Site Improvement Work (each a “**Site Improvement Work Contract**”) shall provide, among other things, for the following:

- (i) completion of the Site Improvement Work in accordance with the Site Construction Documents and other requirements of this Agreement, the construction schedule set forth on Exhibit J (as amended and modified by Approved Change Orders, the “**Construction Schedule**”) and the budget set forth on Exhibit K (as amended and modified by Approved Change Orders, the “**Budget**”);

- (ii) recognition of City's right to assume control of the Site Improvement Work in the place of Developer to the extent permitted in Section 5 of this Agreement.

Developer shall provide City with a copy of each of the proposed Site Improvement Work Contracts prior to execution thereof and shall consult with the City and the DDA as to the terms of such Site Improvement Work Contracts, but Developer, acting reasonably, shall be entitled to enter into a Site Improvement Work Contract on terms and continuing provisions selected by Developer. Upon request by the City or DDA, Developer shall provide or cause to be provided to the City and DDA, copies of each of the Site Improvement Work Contracts.

(C) Developer, City and DDA shall negotiate together as to the guaranteed maximum price for the Hard Costs of constructing the Site Work Improvements (the "**Hard Cost GMP**") which shall consist solely of the sum of the amounts of the Site Work Improvement Contracts. The Hard Cost GMP shall be increased or decreased by Approved Change Orders (other than Developer Initiated Change Orders and City Initiated Change Orders, which shall be paid by Developer and City, respectively).

(D) Developer shall perform the Site Improvement Work in accordance with the Site Construction Documents, Construction Schedule, Budget and other requirements of this Agreement.

(E) Change orders shall be governed by the following provisions:

- (i) Any discretionary change order as to the Site Improvement Work initiated by Developer or City shall be subject to the approval of the other party (which approval shall not be unreasonably withheld, delayed or conditioned). If City or Developer, as the case may be (the "**Initiating Party**") wishes to initiate a change order to the other party (the "**Receiving Party**"), such Initiating Party shall provide notice to Receiving Party describing the proposed change order with reasonable specificity ("**Change Order Proposal Notice**").
- (ii) If City is the Initiating Party as to a discretionary change order, Developer shall then provide written notice ("**Change Order Effect Notice**") to City as to the amount of any increase in the cost of the Site Improvement Work resulting from such change order and any extension of the deadlines for completion set forth in the Construction Schedule. The Change Order Proposal Notice and the Change Order Effect Notice may be delivered in one combined notice provided such combined notice articulates that it serves as both the Change Order Proposal Notice and the Change Order Effect Notice. Within five (5) business days of the receipt of Developer's Change Order Effect Notice, City shall notify

Developer whether it wishes to proceed with such change order. The failure to provide such written notice within such five (5) business days shall be conclusively deemed to signify a decision by City not to proceed with the proposed change order. If City initiates a discretionary Change Order and approves the Change Order Effect Notice, then such Change Order shall be referred to as a “**City Initiated Change Order**”. As to any City Initiated Change Order, City shall be responsible for 100% of the amount of the increase in the cost of the Site Improvement Work resulting from such City Initiated Change Order consistent with and subject to Section 6 below, payable as construction of the work that is the subject of such change order progresses. Developer shall provide City a revised Construction Schedule and Budget in connection with any City Initiated Change Order.

- (iii) If Developer is the Initiating Party as to a discretionary change order, at the time that Developer seeks City’s approval of Developer’s Proposed Change Order, Developer shall provide a Change Order Effect Notice. Developer shall be responsible for 100% of the amount of the increase in the cost of the Site Improvement Work resulting from any Change Order initiated by Developer (a “**Developer Initiated Change Order**”) and the costs incurred in connection therewith shall not be included in Site Improvement Work Costs. If approved by City, Developer shall provide City a revised Construction Schedule in connection with any Developer Initiated Change Order consistent with the Change Order Effect Notice provided by Developer to City.
- (iv) If Developer reasonably determines that Unforeseen Conditions Costs shall be incurred, Developer shall provide City a Change Order Effect Notice as to a change order as to such Unforeseen Conditions Costs (an “**Unforeseen Conditions Change Order**”). As used herein, the term “**Unforeseen Conditions Costs**” shall mean any costs payable as to the performance of the Site Improvement Work if and to the extent such additional costs result from a delay pursuant to Section 9 below, unknown underground or concealed physical conditions as to the Property or changes subsequent to the date of this Agreement in any laws or legal requirements applicable to the construction or performance of the Site Improvement Work or to address errors or omissions in the Site Construction Documents. Developer shall consult with City as to the content of the Change Order Effect Notice and Developer shall use all commercially reasonable efforts to minimize the cost of the Site Improvement Work and the extension of the deadlines for the completion of the Site Improvement Work, but City shall have no right to approve the Change Order Effect Notice.

Developer shall provide City a revised Construction Schedule and Budget in connection with any Unforeseen Conditions Change Order.

- (v) Notwithstanding the terms of Section 4(E)(i), Developer shall be entitled to effectuate discretionary change orders as to the Site Improvement Work without the approval of City, provided that any such discretionary change order not requiring City's approval shall be limited to the sum of \$25,000 per change order and \$100,000 in the net aggregate (over the entire life of the Project) as to all such change orders (any such change order is hereinafter referred to as a "**Minor Change Order**"). Developer shall provide City a Change Order Effect Notice as to any such Minor Change Order. Developer shall provide City a revised Construction Schedule and Budget in connection with any Minor Change Order.

City Initiated Change Orders approved by the parties, Developer Initiated Change Orders approved by the parties, Unforeseen Conditions Change Orders and Minor Change Orders are collectively referred to as "**Approved Change Orders**".

(F) Developer may utilize its own project engineer (the "**Project Engineer**") in connection with performing the Site Improvement Work. City and DDA may inspect the Site Improvement Work, from time to time. Developer agrees to have any such item to which City or DDA objects inspected by the Project Engineer. If such item is found by the Project Engineer, acting in a commercially reasonable manner, to be defective or not in compliance with the Site Construction Documents (the "**Defect**"), Developer, at Developer's cost, agrees to immediately cause any such Defect to be corrected. If City wishes to contest the determination of the Project Engineer, then City may cause the City Public Works Director ("**City's Engineer**") to inspect such item to which City or DDA objects. In the event that City's Engineer makes a determination that a Defect exists, then the issue shall be submitted to a consulting engineer selected by mutual agreement of City and Developer, but who is independent of City, DDA and Developer (the "**Consulting Engineer**"). The determination of the Consulting Engineer shall be final, conclusive and binding on all parties. If Consulting Engineer determines that a Defect exists, Developer, at Developer's cost, agrees to immediately cause such Defect to be corrected. If a Defect is not found to exist, then City or DDA may, at its option, proceed to correct the Defect at its own expense. City or DDA, as the case may be shall be reimbursed by Developer for the reasonable cost of such corrective work, including all indirect costs such as permits, consultant review, design and recommendations, if it is later reasonably determined that the Defect existed. City shall be responsible for all fees and other sums owed City's Engineer. The cost of the Consulting Engineer shall be borne by City, unless Consulting Engineer determines that a Defect exists, in which case, the fees of the Consulting Engineer shall be borne by Developer.

(G) As soon as possible after completion of the Site Improvement Work, Developer shall give notice to the Project Engineer, City and DDA that the Site

Improvement Work is ready for final inspection. Within ten (10) days of receipt of such notice, the parties and the Project Engineer shall complete their inspection thereof. If no incomplete or defective items are noted and no written objections are made, Developer shall cause the Project Engineer to issue to City, DDA and Developer the Certificate of Completion. If such inspection results in a determination that the Site Improvement Work is not completed in all respects, then Developer and City shall prepare a written punch list setting forth the incomplete and defective items of the Site Improvement Work that require additional work by the Site Improvement Work Contractor (“**Site Improvement Work Punch List**”). City may elect to cause City’s Engineer to participate in such inspection and the preparation of the Site Improvement Work Punch List. If a disagreement exists between the Project Engineer and City’s Engineer as to whether a Certificate of Completion should be issued or as to the content of the Site Improvement Work Punch List, such dispute shall be resolved by the Consulting Engineer. The determination of the Consulting Engineer shall be final, conclusive and binding on all parties. The cost of the Consulting Engineer shall be allocated between City and Developer in accordance with the terms of Section 4(G). To the extent reasonably practicable, Developer shall cause the Site Improvement Work Contractor to perform or cause all items of incomplete and defective work disclosed in the Site Improvement Work Punch List to be completed within thirty (30) days following preparation of the Site Improvement Work Punch List. If such work requires more than thirty (30) days to complete, Developer shall not be in default hereunder if it causes the Site Improvement Work Contractor to commence the performance of such Site Improvement Work Punch List items within such thirty (30) day period and causes the Site Improvement Work Contractor to diligently pursue to completion such Site Improvement Work Punch List items. The foregoing notwithstanding, any inspection by City or DDA, and any failure to reject or object to any of the Site Improvement Work, shall not constitute, nor be deemed to be evidence of, any approval by City or DDA of the Site Improvement Work, nor waive or release Developer from its obligation to construct and complete the Site Improvement Work in accordance with the Site Construction Documents, the Construction Schedule, the Budget and other requirements of this Agreement.

(H) Developer shall obtain the final inspections and approvals of all of the Site Improvement Work from all appropriate governmental authorities and utility companies and certification from the Project Engineer, acting in a commercially reasonable manner, and where applicable, the Consulting Engineer, that the Site Improvement Work is substantially complete according to the Site Construction Documents and any approved change orders pursuant to Section 4 (D) above (the “**Certificate of Completion**”). City may elect to cause City’s Engineer to participate in such final inspection and approval. If a disagreement exists between the Project Engineer and City’s Engineer as to whether the Site Improvement Work is substantially complete, such dispute shall be resolved by the Consulting Engineer. The determination of the Consulting Engineer, shall be final, conclusive and binding on all parties. The cost of the Consulting Engineer shall be allocated between City and Developer in accordance with the terms of Section 4(G).

(I) Developer warrants to City and DDA that all the Site Improvement Work shall be of good quality, free from faults and defects, and that all materials and the Site Improvement Work shall be in conformance, in all material respects, with all applicable laws, the Site Construction Documents and the terms of this Agreement. This warranty shall expire as to each component of the Site Improvement Work on the first (1st) anniversary of the date of substantial completion of such component of the Site Improvement Work. In addition, Developer will provide to City and DDA copies of any and all warranties pertaining to the performance, design and construction of the Site Improvement Work performed on the City Tract, the DDA Tract and the Off-Site Areas, and will assure that either such warranties are assigned to City or DDA, as the case may be, or that any such warranties name City or DDA, as the case may be, as beneficiary. If any such warranty is not assignable to City or DDA or such warranty does not name City or DDA, as the case may be, as a beneficiary, then Developer, at its cost, shall make claims under such warranty as directed by City or DDA, as the case may be, and take commercially reasonable actions to enforce such warranties against the warranty provider on behalf of City and/or DDA, as applicable.

(J) Developer shall set up and maintain orderly files containing correspondence, receipts, invoices, evidence of payments, lien waivers, certificates of insurance, records of inspections, permits, working papers, and other documents pertaining to the Site Improvement Work.

(K) Developer shall provide to City and DDA copies of interim lien waivers from all contractors, subcontractors and material providers, upon Developer's receipt of such interim lien waivers. Developer shall also provide date down endorsements from Developer's title insurance company. Developer shall provide to City, upon completion of the Site Improvement Work, copies of final lien waivers from all contractors, subcontractors and material providers and any written acceptances or certificates of the Site Improvement Work by the appropriate Governmental Authorities, if applicable.

(L) Developer shall provide to City and DDA, upon completion of the Site Improvement Work, copies of all "As-Built" drawings and specifications, including all changes made to the Development Plans during construction and an As-Built ALTA survey. The As-Built documents shall be provided in hard copy and electronic form suitable for City's and DDA's use.

Section 5. Takeover Right. If Developer fails to maintain progress and meet deadlines for the Site Improvement Work in accordance with the Construction Schedule and falls sixty (60) days behind, then City and/or DDA may deliver to Developer a takeover notice stating the basis for the need of takeover of the construction of the Site Improvement Work ("**Takeover Notice**"). For a period of ninety (90) days after the Takeover Notice (the "**Cure Period**"), Developer may invalidate such Takeover Notice by City and/or DDA if Developer provides notice to City and DDA establishing, to City's and DDA's reasonable satisfaction, that Developer has implemented procedures that will result in Developer completing the Site Improvement Work in accordance with the Construction Schedule. If Developer fails to cure, and City and/or DDA take over the

completion of the Site Improvement Work (a “**Takeover**”), City and/or DDA shall complete same as promptly as practicable under the circumstances and Developer shall remain responsible financially in accordance with Section 7(B) and other provisions of this Agreement. All costs incurred during the Takeover shall be paid consistent with and subject to Section 6(C).

Section 6. Construction Cost Reimbursement; Security For City’s Obligations.

(A) Site Improvement Work Costs.

- (i) Categories of Site Improvement Work Costs. For purposes hereof, the term “**Site Improvement Work Costs**” means all hard and soft costs associated with the Site Improvement Work (Hard Costs and Soft Costs, respectively, each as defined below in this Section 6(A)(i)). By way of example and without limiting the foregoing, (i) “**Soft Costs**” shall include costs of preparing the Site Construction Documents; geotechnical consultant’s, Project Engineer’s fees and costs; costs of all applications, submittals, permits or other fees to obtain all applicable governmental approvals and permits for the construction of the Site Improvement Work; impact or related fees as required by the Governing Authorities and costs of preparing the final construction plans and drawings for the Site Improvement Work; costs of preparing the ALTA survey of the Project; costs of preparing any geotechnical and environmental reports; legal fees related to Developer’s construction of the Site Improvement Work, and the permitting of such work, including but not necessarily limited to contract review and negotiation and contractor disputes; premiums for payment, performance, completion and other bonds required by any Governmental Authorities; premiums for insurance relating to the performance of the Site Improvement Work; and (ii) “**Hard Costs**” shall include costs of the Site Improvement Work payable pursuant to the Site Improvement Work Contracts, including labor and materials costs and any other sums payable under the Site Improvement Work Contracts and related costs incurred directly by Developer in connection with the Site Improvement Work including, sums paid for payment and performance bonds, miscellaneous temporary charges such as charges for landscape irrigation, power for construction lighting, barricades, fencing, inspections and material testing. Any Hard Costs or Soft Costs payable to an entity related to or affiliated with Developer shall not exceed the market competitive cost that would be paid in an arm’s length transaction.

- (ii) Developer's Responsibility as to Hard Cost GMP. In no event shall the amount of Hard Costs (exclusive of any change in the amount of Hard Costs per any Developer Initiated Change Order or any City Initiated Change Order, which shall be paid by Developer and City respectively) exceed the Hard Cost GMP. In the event the actual amount of Hard Costs (exclusive of any change in the amount of Hard Costs per any Developer Initiated Change Order or any City Initiated Change Order, which shall be paid by Developer and City, respectively) exceeds the Hard Costs GMP, such excess shall be paid by Developer. If the actual amount of the Hard Costs (exclusive of the cost of any Developer Initiated Change Order or any City Initiated Change Order, which shall be paid by Developer and City, respectively) is less than the Hard Costs GMP (such differential being the "**Hard Costs Savings**," then Seventy-Five percent (75%) of such Hard Cost Savings shall be paid to Developer upon Project completion in consideration for the performance of the Site Improvement Work and the guaranty provided by the immediately preceding sentence.
- (iii) Development Fee. In addition, in consideration of Developer's guaranty of the Hard Cost GMP, as set forth in Section 6(A)(ii) above, Developer shall be paid a development fee equal of One Hundred Ninety-Five Thousand and No/100 Dollars (\$195,000.00). Such fee shall be paid in ___ equal monthly installments as construction progresses.

(B) Categorization of Site Improvement Work Costs.

- (i) Notwithstanding anything to the contrary contained in this Agreement, all Site Improvement Work Costs on City Tract, DDA Tract and Offsite Tract shall be categorized as either "**City's Costs**" or "**Developer's Costs**," as specified on Exhibit L.

(C) Payment of Site Improvement Work Costs. Developer shall submit monthly to City a complete payment request as described more fully below in this Section 6(C). In accordance with Section 6(B), City shall pay to Developer the amount of City's Costs, less retainage applicable thereto under the Site Improvement Work Contract, within (thirty) 30 days following receipt of a complete payment request from Developer. Developer shall pay Developer's Costs as and when due, so as not to default on any payment obligations under any contract, account or loan entered into by Developer or Site Improvement Work Contractor related to the Project. Developer's request for payment to City shall include (i) a certification from the Project Engineer that the applicable Site Improvement Work and any work done pursuant to an approved change order under Section 4(D) has been performed in accordance with the approved Site Construction Documents, (ii) copies of invoices and draw requests, and (iii) as to the invoices covered by the immediately preceding draw request, proof of payment and interim lien waivers from all

materialmen, suppliers, contractors or subcontractors who provided services or materials for the Site Improvement Work in excess of \$5,000. Should City, in connection with City's Costs, or Developer, after Takeover by City and in connection with Developer's Costs, fail to make payment in the manner specified in this Section 6(C), the total amount due and owing will bear interest at seven percent (7%) per annum, which shall accrue from the date the payment became past due).

Section 7. Financial Assurances.

(A) Assurances Regarding City's Funding.

To assure Developer that sufficient funds shall be available from City to pay City's Costs, City shall comply with the following requirements:

- (i) No later than the date hereof, City shall deliver to Developer an irrevocable letter of credit in a form reasonably acceptable to Developer, drawn upon a financial institution reasonably acceptable to Developer, in an amount equal to one hundred ten percent (110%) of the amount of City's Costs, as reasonably estimated by Developer (the "**City Guaranty Amount**"). The letter of credit shall designate Developer as the sole beneficiary, have a term of twelve (12) months and provide that it may be drawn upon by presentment, accompanied by an affidavit signed by Developer stating one of the following:
 - (a) The current letter for credit is insufficient to cover 110% of City's Costs and the City fails to increase the amount of the letter of credit to an amount equal to 110% of the City's Costs within ten (10) days after the receipt of written notice from Developer requesting such increase;
 - (b) If the existing letter of credit would terminate prior to the date on which City is no longer required to post a letter of credit, as provided below, and City has failed to renew the letter of credit at least thirty (30) days prior to its expiration date or the tenth (10th) day after the receipt of a written request from Developer to renew such letter of credit, whichever is later; or
 - (c) City has failed to pay when due all or a part of City's Costs.
- (ii) Upon the occurrence of any events specified in Section 7(a)(i) above, Developer shall be entitled to draw on the letter of credit and in such event, the proceeds shall be retained by Developer and used to pay City's Costs. No interest shall accrue to City on the funds held by Developer, and if the funds held by Developer are

insufficient to cover City's Costs, City shall immediately pay such deficiency to Developer. The letter of credit shall remain outstanding until Developer has completed the Site Improvement Work and City has paid all sums due hereunder and performed all obligations of City hereunder. If the proceeds from the letter of credit are more than City's Costs, then Developer shall refund the excess to City after all final costs are determined.

- (iii) As City's Costs are paid, City may submit a request to revise the amount of the letter of credit, setting forth a new City Guaranty Amount, pursuant to which request the City Guaranty Amount and the corresponding letter of credit amount may be reduced; provided, however, in no event shall the City Guaranty Amount be reduced below 110% of the City's Costs then outstanding. If Developer agrees with the calculation set forth in City's request for adjustment of the City Guaranty Amount, and City has demonstrated to Developer that the payments pursuant to which the calculation was made have been disbursed, Developer shall authorize City to provide a replacement letter of credit. City will then provide to Developer a replacement letter of credit in the adjusted City Guaranty Amount upon each such adjustment. Promptly after receipt of any such new replacement letter of credit, Developer shall remit to City the previous original letter of credit by overnight courier.
- (iv) Developer shall not pledge or hypothecate the letter of credit or its interest therein except that Developer shall be entitled to pledge its rights to a lender providing financing for the acquisition and development of the Developer Tract, provided that such lender's rights shall be identical in all respects to the rights of Developer hereunder and shall be exercised by such lender only in the event that such lender exercises its rights and remedies under the applicable loan documents.
- (v) As an alternative to posting a letter of credit, City shall be entitled to provide security for its obligations in the form of (x) a set aside letter from the City's lender, similar to the set aside letter described in Section 7(B)(ii), or an arrangement whereby special purpose local option sales tax proceeds ("SPLOST") are set aside or specifically allocated to satisfy City's obligation to pay City's Costs (including proof that the reasonably expected amount of such SPLOST funds is sufficient to pay City's Costs plus the reasonably projected amount of the aggregate costs of other transportation projects to be paid by City using such SPLOST funds) or (y) a combination of a letter of credit meeting the requirements set forth above and either or both of the alternatives

set forth in in clause (x) of this sentence. Such alternative methods of providing security for the payment of City's Costs shall be subject to the reasonable approval of Developer and to the approval of Developer's lender.

(B) Assurances Regarding Developer's Funding.

- (i) To assure City and DDA that sufficient funds shall be available from Developer to pay Developer's Costs as described in Section 6 (B) hereof, Developer shall provide City and DDA with evidence reasonably satisfactory to City and DDA that Developer has sufficient cash, loans and/or other assets to satisfy Developer's obligation to pay Developer's Costs, such evidence to include but not necessarily be limited to providing City and DDA with documentation to confirm the commitment by one or more lenders or equity partners to provide Developer with funds, to be used specifically for the Project, sufficient for Developer to fulfill its obligations under this Agreement.
- (ii) Security as to Developer's Obligations. Developer shall provide a set aside letter from ____, Developer's lender, in form and substance reasonably satisfactory to City and DDA, agreeing that in the event that after a Takeover, if Developer fails to pay any portion of Developer's Costs, City shall be entitled to draw upon and receive a disbursement of loan funds from Developer's Lender regardless of whether there then exists an event of default by Developer under such loan or there then exists any unsatisfied condition precedent to the making of any loan disbursements.

Section 8. Indemnity; Default. (A) Developer shall defend, protect, indemnify and hold harmless City and DDA from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from any construction activity performed under this Agreement by Developer, or anyone claiming by, through or under Developer; provided, however, the foregoing obligation shall not pertain to the extent such claims or demands are based on City's negligence. The foregoing terms of this Section 8 shall expressly survive the termination of this Agreement.

(B) Should Developer or Site Improvement Work Contractor fail to make payment in the manner specified in any contract, account or loan entered into by Developer or Site Improvement Work Contractor related to the Project or otherwise defaults under any such contract, account or loan, Developer shall immediately provide written notice thereof to City and DDA, and shall be deemed in default hereunder if such failure to make payment or other default is not cured within thirty (30) days after the date such payment was originally due or other default occurred. If Developer does not cure such failure to make payment or

other default during such thirty (30) day cure period, Developer will be considered in default under this Agreement, and City and DDA shall have such remedies as are available to each of them including but not limited to the remedy of Takeover contemplated in Section 5 of this Agreement.

Section 9. Permitted Delays. Whenever performance is required of any party hereunder, such party shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God (including, without limitation, hurricanes), war, civil commotion, riots, strikes, picketing, or other labor disputes, damage to work in progress by reason of fire or other casualty not caused by Developer or its agents or contractors, any act or omission of the other party, inclement weather, governmental delays, any delay as to or failure by any governmental authority to issue any permit or certificate, perform any inspection or grant any approvals, any delay in or failure to issue any permits perform inspections or issue approvals, or causes beyond the reasonable control of a party (other than unavailability of labor or materials, financial reasons, or in the case of Developer, default by the Site Improvement Work Contractor or any other contractor or subcontractor) then, the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused. The provisions of this Section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

Section 10. Construction Access. From and after the date of this Agreement until the construction is completed, all construction traffic will access the Project only through one (1) point of entry and exit on the site located on Medlock Bridge Road, such point of entry and exit being mutually agreed to by Developer and City. No construction traffic of any kind may access the site from Peachtree Parkway. Developer agrees to cause the Site Improvement Work Contractor and all subcontractors to strictly comply with the requirements of this Section 10 throughout the entirety of the Project.

Section 11. Insurance.

(A) Prior to commencing construction of the Site Improvement Work, Developer shall (i) obtain or require each of the Site Improvement Work Contractors to obtain and, in either case, thereafter maintain so long as such construction activity is occurring or this Agreement is in effect, and (ii) require each Site Improvement Work Contractor to obtain and thereafter maintain so long as such Site Improvement Work Contractor is providing services or materials to or at the Project, at least the minimum insurance coverages set forth below:

- (i) Worker's compensation insurance, as required by any applicable law or regulation, including, but not limited to, worker's compensation insurance for all of Developer and each Site Improvement Work Contractor's at the Project.

- (ii) Employer's liability insurance in the amount of not less than Five Hundred Thousand and No/100 Dollars (\$500,000) each accident for bodily injury and not less than One Hundred Thousand and No/100 Dollars (\$100,000) for each employee for bodily injury or disease.
- (iii) Commercial general liability insurance: commercial general liability insurance covering all operations by or on behalf of Developer, each Site Improvement Work Contractor which shall include the following minimum limits of liability and coverages: (A) One Million and No/100 Dollars (\$1,000,000) for each occurrence (for bodily injury and property damage); (B) One Million and No/100 Dollars (\$1,000,000) for Personal Injury Liability; (C) Two Million and No/100 Dollars (\$2,000,000) aggregate for Products and Completed Operations.
- (iv) Automobile liability insurance: Automobile liability insurance (bodily injury and property damage liability) covering liability arising out of any automobile (including owned, hired, and non-owned automobiles) having limits of liability of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.
- (v) Commercial Umbrella/Excess Liability Insurance: The Developer and each Site Improvement Work Contractor shall also carry commercial umbrella/excess liability insurance in the amount of Five Million and No/100 Dollars (\$5,000,000).
- (vi) Payment and Performance Bond.

(B) City and DDA shall each be an additional insured under the insurance described in Section 11(A) (other than worker's compensation and automobile liability insurance) and all insurance policies described in Section 11(A) shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Agreement, without at least thirty (30) days prior written notice to the additional insureds.

(C) All insurance policies described in Section 11(A) above shall be endorsed to be primary to, and shall receive no contribution from, any insurance policies or self-insurance programs afforded to or available to City or DDA. All such insurance policies shall be carried by an insurance company or companies that are, at all times, qualified to do business in the State and, at all times, have a Best's Key Rating Guide Property-Casualty United States rating of at least an "A-" and a financial rating of "VII" (based on the most current edition of A.M. Best's Key Rating Guide). The insurance referenced in Section 11(A) may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such

party, so long as the amount and coverage of insurance required to be carried hereunder is not diminished, or (iii) a combination of any of the foregoing insurance programs.

Section 12. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication maybe given by counsel and shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U. S. certified mail, return receipt requested, postage prepaid, or by electronic transfer by facsimile or by e-mail in .pdf, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

City: City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
Attention: Julian Jackson, City Manager
Telephone: (678) 691-1200
Facsimile: (678) 891-1201
Email: jjackson@peachtreecornersga.gov

and City Attorney
Riley McClendon, LLC
315 Washington, Ave.
Marietta, GA 30060
Attention: William F. Riley, Esq.
Telephone: (770) 590-5900
Facsimile: (770) 590-0400
Email: briley@rileymclendon.com

DDA: City of Peachtree Corners Downtown
Development Authority
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
Attention: Diana Wheeler, Community Development Director
Telephone: (678) 691-1200
Facsimile: (678) 891-1201
Email: dwheeler@peachtreecornersga.gov

and Baker, Donelson, Bearman, Caldwell and
Berkowitz, PC
Monarch Plaza, Suite 1600
3414 Peachtree Road NE
Atlanta GA 30326
Attention: Jed S. Beardsley Esq.
Telephone: (404) 223-2214
Facsimile: (404) 238-9614
Email: jbeardsley@bakerdonelson.com

Developer: Fuqua Development, Inc.
Eleven Piedmont Center
3495 Piedmont Rd., NE, Suite 905
Atlanta, GA 30305
Attention: Jeffrey S. Fuqua
Telephone: (404) 907-1709
Facsimile: (404) 228-4630
Email: jeff.fuqua@fuquadev.com

and Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, GA 30309-3996
Attention: James B. Jordan, Esq.
Telephone: (404) 853-8101
Facsimile: (404) 853-8806
Email: jim.jordan@sutherland.com

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. certified mail; or (c) on the date of transmission, if sent by e-mail or electronic transfer device with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by e-mail electronic transfer device. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing. Upon at least ten (10) days' prior written notice, each party shall have the right to change its address to any other address within the United States of America. Informal communications made between City, DDA and Developer during the completion of construction activities performed under this Agreement may be made by their respective project managers as designated from time to time, but such informal communications shall not constitute notice under this Agreement. Response to any official notice hereunder shall be effective if provided by (i) on behalf of the City or DDA, from the Community Development Director or counsel; and (ii) on behalf of Developer, from Jeff Fuqua, Heather Correa, Greer Scoggins, Michael Lant or James Jordan.

Section 13. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between Developer and City, or Developer and DDA.

Section 14. Costs and Attorney's Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorney's fees.

Section 15. Exhibits Incorporated. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

Section 16. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

Section 17. Limitation of Liability. In all events, (i) Developer's, City's or DDA's liability under this Agreement shall not exceed, and (ii) neither party shall have the right to levy execution against any property of the other party or any person or entity comprising such party other than, Developer's, City's or DDA's equity interest in the Project, as the case may be, and any improvements thereon and any rents, profits and proceeds derived therefrom. In no event shall any partner of Developer or City or DDA nor any joint venturer in such party, nor any officer, director, shareholder, elected official, appointed official, or employee of such party or any such partner or joint venturer of such party be personally liable hereunder; provided, however, nothing in this Section 17 shall in any way be deemed to limit Developer's and City's right to exercise their rights pursuant to Sections 5, 6 or 7.

[SIGNATURE PAGE FOLLOWS]

**SIGNATURE PAGE
FOR
SITE DEVELOPMENT AGREEMENT
BETWEEN
CITY OF PEACHTREE CORNERS,
CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT
AUTHORITY
AND
FUQUA DEVELOPMENT SERVICES, LLC**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

DEVELOPER:

FUQUA DEVELOPMENT SERVICES, LLC

By: _____
Name: _____
Title: _____

**SIGNATURE PAGE
FOR
SITE DEVELOPMENT AGREEMENT
BETWEEN
CITY OF PEACHTREE CORNERS,
CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT
AUTHORITY
AND
FUQUA DEVELOPMENT SERVICES, LLC**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

CITY:

CITY OF PEACHTREE CORNERS, a public
body corporate and public

By: _____
Name: _____
Title: _____

Attest: _____
Kym Chereck, City Clerk

Approved as to form:

City Attorney

**SIGNATURE PAGE
FOR
SITE DEVELOPMENT AGREEMENT
BETWEEN
CITY OF PEACHTREE CORNERS,
CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT
AUTHORITY
AND
FUQUA DEVELOPMENT SERVICES, LLC**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

DDA:

**CITY OF PEACHTREE CORNERS
DOWNTOWN DEVELOPMENT
AUTHORITY**, a public body corporate and public

By: _____
Daniel A. Graveline, Chairman

EXHIBIT A

[Insert Site Plan]

EXHIBIT B

[Insert Legal Description of Developer Tract]

EXHIBIT C

[Insert Legal Description of City Tract]

EXHIBIT D

[Insert Legal Description of DDA Tract]

EXHIBIT E

[Insert description of Site Construction Documents]

EXHIBIT F

[Insert Off-Site Areas Plat]

EXHIBIT G

[Utilities Insert]

EXHIBIT H

[Park Green Space Insert]

EXHIBIT I

[Parking Deck Insert]

EXHIBIT J

[Insert Construction Schedule]

EXHIBIT K

[Insert Budget]

EXHIBIT L

02015-08-52

**Amending Zoning
Code**

AN ORDINANCE TO AMEND ARTICLE XII OF THE 2012 CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY MODIFYING SECTION 1308 TO ADD FIREWORKS SALES AS A PERMITTED USE IN C-2, COMMERCIAL ZONING DISTRICTS; REPEALING CONFLICTING REGULATIONS; AND SETTING AN EFFECTIVE DATE

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

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

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

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

Section 1 Section 1308. C-2, Commercial Zoning District

Fireworks – retail sales of consumer fireworks within a permanent building shall meet the following requirements:

- 1. Building must meet overlay design standards, be free-standing, and be at least 2500 sq. ft. in size , but no greater than 10,000 sq. ft. in size**
- 2. Must meet Gwinnett County Fire Dept. regulations, be built to ICC H3 building code requirements, and have two functioning fire extinguishers within proximity of where fireworks are stored.**
- 3. Must be located at least 300 feet from a facility that sells, stores, or processes gasoline.**
- 4. No Smoking signs shall be displayed at building entrance**
- 5. All product storage shall be contained within the building**

Section 2

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

Effective this _____ day of September, 2015.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

Action Item
RFQ 215-001



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: August 18, 2015

SUBJECT: RFQ 2015-001 ON-CALL PROFESSIONAL ENGINEERING AND DESIGN SERVICES

The City was pleased to receive twenty-eight submittals in response to RFQ 2015-001, request for on-call engineering and design services. The services that the City anticipates will be needed include roadway design (including intersections and sidewalks), landscaping design (including trails, and town green), bridge design, and miscellaneous services such as materials testing and surveying. Most of the professional firms that submitted their qualifications offered more than one service. And some firms appeared stronger in some areas of expertise than others. However, by awarding on-call service contracts to multiple firms, the City has the option of choosing from among the most qualified in each field. Further, the on-call contracts allow the City to procure multiple bids without incurring the added time required for the typical RFP process.

The review committee (consisting of four City Staff members) assessed all of the materials submitted. Two of the twenty-eight submittals were disqualified. Of the remaining twenty-six submittals, the following were recommended for contract award:

1. BWSC
2. Lord Aeck Sargent
3. Michael Baker International
4. Pond
5. Precision Planning Inc.
6. Southeastern Engineering, Inc.
7. Terramark Land Surveying
8. TSW
9. Ty Lin
10. United Consulting
11. Wolverton and Associates