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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

October 20, 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 – September 15, 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. **O2015-09-55 (Peter Floyd)** Second Read and consideration of an Ordinance authorizing the execution, delivery and performance of an Intergovernmental Contract, between the Downtown Development Authority of the City of Peachtree Corners, Georgia (the “authority”) and the City of Peachtree Corners, Georgia (the “city”); approving the form of a bond resolution to be adopted by the authority relating to the issuance of not to exceed \$15,250,000 in revenue bonds to finance or refinance, in whole or in part, the acquisition, construction and equipping of certain parking facilities and related improvements and the costs of issuance of the bonds; and for other purposes.

2. **O2015-09-53**
(Greg Ramsey) Second Read and consideration of an Ordinance to adopt the Georgia Stormwater Manual (Blue Book) as part of the Development Regulations, repealing conflicting regulations, and setting an effective date.
3. **O2015-09-54**
(Diana Wheeler) Second Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2015-004 / RZ2015-003, 4805 Buford Hwy, request to rezone from M-1, Light Industry, to C-2, Commercial, and approve a Special Use Permit for automobile sales on a 4.01 acre site located at 4805 Buford Hwy. in District 6, Land Lot 257, Parcel 7.

K) NEW BUSINESS

1. **APH 2015-09-023**
(Diana Wheeler) Consideration of Approval of Alcoholic Beverage License Application for Manobhirama, LLC: DBA Gino's NY Pizza & Bar at 5975 Peachtree Pkwy, Ste 102, Peachtree Corners GA
2. **Action Item**
(Greg Ramsey) Consideration of Awarding a Contract to the Most Responsive On Call Consultant for Survey, Engineering & Construction Documents for the Intersection Improvements at Jimmy Carter Blvd and Holcomb Bridge Road.
3. **Action Item**
(Greg Ramsey) Consideration of Awarding a Contract to the Most Responsive On Call Consultant for Survey, Engineering & Construction Documents for the Intersection Improvements Peachtree Corners Circle at Medlock Bridge Road and Peachtree Corners Circle at Eastman Trail.
4. **Action Item**
(Greg Ramsey) Consideration of Awarding a Contract to the Most Responsive On Call Consultant for Traffic Analysis and Intersection Improvement Concept Development for four intersections on Peachtree Parkway.
5. **Action Item**
(Greg Ramsey) Consideration of Awarding a Contract to the Most Responsive On Call Consultant for Materials Testing, Evaluation and Inspection Services for the 2015 Resurfacing Program.
6. **O2015-10-56**
(Diana Wheeler) First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2015-004 / V2015-009, Jay Bird Alley Townhomes, request to rezone from M-1, Light Industry, to R-TH, Townhouses, and provide associated variances for the development of a townhouse subdivision on a 15.76 acre site located at Jay Bird Alley and Parkway Lane in District 6, Land Lot 284, Parcel 54. **(Second Read Nov. 17, 2015)**
7. **O2015-10-57**
(Diana Wheeler) First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to RZ2015-005, Everland, request to rezone from R-100, Single Family Residential, to MUD, Mixed Use Development, pursuant to the Town Center Development on a .84 acre site located at 3775 and 3785 Medlock Bridge Road in District 6, Land Lot 301. **(Second Read Nov. 17, 2015)**

L) WORK SESSION

1. **LAS** Holcomb Bridge Road Corridor Study Update
2. **Diana Wheeler** Discussion concerning an Open Space Preservation Ordinance
3. **Brandon Branham** Discussion on budget for Incubator
Sanjay Parekh
Wayne Hodges
4. **Brandon Branham** Discussion on 2014 & 2015 Solid Waste collections

M) EXECUTIVE SESSION

N) ADJOURNMENT

Minutes
09-15-2015

CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
SEPTEMBER 15, 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
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 welcomed Boy Scout Troup 525 to the Council Meeting. Mayor Mason introduced and welcomed the City’s new Code Enforcement Supervisor, Philomena Robertson.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE AUGUST 18, 2015 COUNCIL MEETING.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

PUBLIC COMMENT: There were no public comments.

PRESENTATIONS AND REPORTS:

Staff Activity Report – Community Development

Mrs. Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of August 24, 2015 – September 11, 2015. These activities included, among other items, meeting with consultants to prepare presentations regarding a pedestrian bridge, a multi-use trail, and the town green, meeting with the DDA attorney to review the Town Center easement agreement, preparing for the Green Certification application, and responding to phone calls and e-mails from residents, business people, and others.

Staff Activity Report – Public Works

Mr. Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with September 9, 2015. These activities included, among other items, meeting with GDOT concerning the pedestrian bridge, meetings concerning the Gunnin Road sewer project, various development project meetings, and meetings concerning the Winters Chapel sidewalk project.

Election Update

Mrs. Kym Chereck, City Clerk/Elections Superintendent, informed the Mayor and Council that the upcoming elections will be cancelled pursuant to O.C.G.A § 21-2-325. The following candidates have qualified for office and are unopposed: Mike Mason, Mayor; Pill Sadd, Post 1; Alex Wright, Post 3; and Lorri Christopher, Post 5. The above mentioned unopposed candidates shall be deemed to have voted for himself/herself, and will therefore serve an additional four year term.

OLD BUSINESS:

O2015-08-52

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.

MOTION TO APPROVE O2015-08-52.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

Council Member Wright arrives at this time.

NEW BUSINESS:

ACTION ITEM

An Action Item Authorizing the City Attorney to Prepare a Contract with The Peachtree Corners Business Incubator, Inc., a non-profit corporation, to provide monies to hire an Executive Consultant for said corporation and to further waive any potential conflicts resulting from dual representation of the city and The Peachtree Corners Business Incubator, Inc.

MOTION TO APPROVE AUTHORIZING THE CITY ATTORNEY TO PREPARE A CONTRACT WITH THE PEACHTREE CORNERS BUSINESS INCUBATOR, INC., A NON-PROFIT CORPORATION, TO PROVIDE MONIES TO HIRE AN EXECUTIVE CONSULTANT FOR SAID CORPORATION AND TO FURTHER WAIVE ANY POTENTIAL CONFLICTS RESULTING FROM DUAL REPRESENTATION OF THE CITY AND THE PEACHTREE CORNERS BUSINESS INCUBATOR, INC.

By: Council Member Gratwick

Seconded: Council Member Christopher

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

ACTION ITEM

Approval of Town Center Financing Documents.

City Attorney, Bill Riley requested an amendment to the agenda.

MOTION TO AMEND THE AGENDA TO READ FIRST READ AND CONSIDERATION OF AN ORDINANCE AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF AN INTERGOVERNMENTAL CONTRACT, BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS, GEORGIA (THE "AUTHORITY") AND THE CITY OF PEACHTREE CORNERS, GEORGIA (THE "CITY"); APPROVING THE FORM OF A BOND RESOLUTION TO BE ADOPTED BY THE AUTHORITY RELATING TO THE ISSUANCE OF \$15,250,000 IN REVENUE BONDS TO FINANCE OR REFINANCE, IN WHOLE OR IN PART, THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A TOWN CENTER AND THE COSTS OF ISSUANCE OF THE BONDS; AND FOR OTHER PURPOSES.

The Public Hearing for the above mentioned Ordinance (O2015-09-55) will be heard on October 20, 2015.

02015-09-53

First Read and Consideration of an Ordinance to adopt the Georgia Stormwater Manual (Blue Book) as part of the Development Regulation, repealing conflicting regulation, and setting an effective date. (Public Hearing Oct. 20, 2015)

02015-09-54

First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2015-004 / RZ2015-003, 4805 Buford Hwy, request to rezone from M-1, Light Industry, to C-2, Commercial, and approve a Special Use Permit for automobile sales on a 4.01 acre site located at 4805 Buford Hwy. in District 6, Land Lot 257, Parcel 7. (Public Hearing Oct. 20, 2015)

APH 2015-09-022

Consideration of Approval of Alcoholic Beverage License Application for Aarsh Business Inc.: DBA Medlock Food Mart at 5175 S. Old Peachtree Rd, Peachtree Corners GA.

MOTION TO APPROVE APH 2015-09-022.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

ACTION ITEM

Consideration of Awarding a Construction Contract to the lowest responsible bidder pursuant to the RFP for CIP Project 15.01, Construction of Sidewalks and Curb & Gutter along Winters Chapel Rd.

MOTION TO APPROVE ENTERING INTO A CONSTRUCTION CONTRACT WITH EXCELLERE CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$316,000.00.

By: Council Member Lowe

Seconded: Council Member Christopher

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

ACTION ITEM

Consideration of approval for the Second Amendment to the Intergovernmental Agreement with Gwinnett County to provide Stormwater Services within the City of Peachtree Corners.

DRAFT COPY

MOTION TO APPROVE THE SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH GWINNETT COUNTY TO PROVIDE STORMWATER SERVICES WITH THE CITY OF PEACHTREE CORNERS.

By: Council Member Gratwick

Seconded: Council Member Aulbach

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

ACTION ITEM

Consideration of an Intergovernmental Agreement with the City of Johns Creek for Routine Road Maintenance.

MOTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF JOHNS CREEK FOR ROUTINE ROAD MAINTENANCE.

By: Council Member Christopher

Seconded: Council Member Sadd

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

ACTION ITEM

Consideration of a Payment Agreement for Public Works Services between the City of Peachtree Corners and OPTECH RWM, LLC.

MOTION TO APPROVE A PAYMENT AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF PEACHTREE CORNERS AND OPTECH RWM, LLC. FOR A MONTHLY FEE OF \$53,166.66.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

ACTION ITEM

Consideration of Awarding a Design Contract to Lord, Aeck, Sargent for the Design of a Multi-Use Path.

MOTION TO AWARD THE CONTRACT FOR THE CONCEPTUAL DESIGN OF THE MULTI-USE TRAIL PLAN TO LORD, AECK, SARGENT FOR AN AMOUNT NOT TO EXCEED \$90,000.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

ACTION ITEM

Consideration of Awarding a Design Contract to TY Lin for the Design of a Pedestrian Bridge over Peachtree Parkway.

MOTION TO AWARD A DESIGN CONTRACT TO TY LIN FOR THE DESIGN OF A PEDESTRIAN BRIDGE OVER PEACHTREE PARKWAY, UP TO THE START OF THE DESIGN PHASE.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

ACTION ITEM

Consideration of Awarding a Design Contract to TSW for the Design of the Town Green within the Town Center project.

MOTION TO AWARD THE CONTRACT FOR THE CONCEPTUAL DESIGN OF THE TOWN GREEN TO TSW FOR AN AMOUNT NOT TO EXCEED \$26,000.00.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

WORK SESSION:

Discussion concerning Multi-Use Path

Mr. Matt Cherry of Lord, Aeck, Sargent gave a brief presentation on the proposed Multi-Use Path. The recommended trail design is proposed to run through the heart of Technology Parkway and be approximately 1.3 miles in length.

Discussion concerning Town Green Design

Mr. Adam Williamson of TSW gave a brief presentation on the proposed Town Green. Mr. Williamson stated that he would be obtaining public input for the proposed design.

Upcoming On Call Task Order projects

Mr. Greg Ramsey, Public Works Director, informed the Mayor and Council of several upcoming projects to be considered. The projects include intersection improvements at State Route 140 Jimmy Carter and Holcomb Bridge Road, intersection improvements for a roundabout at Medlock Bride Road at Peachtree Corners Circle, and pedestrian safety measures at Peachtree Corners Circle and Eastman Trail.

IMS Pavement Condition Index Report & RFP

Mr. Greg Ramsey, Public Works Director presented the IMS Pavement Condition Index Report & RFP. Mr. Ramsey stated that the City has a decent rating, but that monies could be added to improve the ratings.

Peachtree Parkway/Town Center sewer connection

Mr. Greg Ramsey, Public Works Director presented the sewer improvements needed for the Peachtree Parkway Corridor, which are related to the Town Center Project. The County has proposed a few options for the City to share on the cost of the sewer. There are a few ways of sharing sewer costs, one of which is based on the area and one on water usage. A breakdown chart was provided in the Council Packets. The County is proposing that the City's cost portion would be 76%, which would be \$258,992.19. This item will be considered at the next Council meeting for approval.

Discussion on Comprehensive Traffic Plan

Mr. Greg Ramsey, Public Works Director requested that a Comprehensive Traffic Plan be obtained. The Comprehensive Traffic Plan maps the future for transportation improvements throughout the City. The Plan also goes through a public process such as Town Hall meetings, and gives a road map for the future. The rough estimate would be \$300,000.00 for the Plan.

Discussion on Volunteer Administrator

Mrs. Diana Wheeler stated that Peachtree Corners is fortunate to have a volunteer base to help with City Projects, but that coordinating the volunteers does take a large amount of time, which has become a full-time position. Mrs. Wheeler presented a job description for a Volunteer Administrator to be hired to help with the large number of volunteer programs we have; for example, the Green Committee, Veterans Committee, Community Resource Committee and proposed Arts Council. A motion was made after discussion concerning the importance of this hire.

MOTION TO APPROVE THE HIRING OF A VOLUNTEER ADMINISTRATOR.

By: Council Member Lowe

Seconded by: Council Member Gratwick

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

EXECUTIVE SESSION:

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

By: Council Member Sadd

Seconded by: Council Member Gratwick

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

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Sadd

Seconded by: Council Member Gratwick

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

ADJOURNMENT:

MOTION TO ADJOURN AT 10:10 PM.

By: Council Member Christopher

Seconded by: Council Member Lowe

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)

Staff Report
Diana Wheeler



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: October 20, 2015

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 9/21/15 – 10/9/15.

- A. Meetings with:
 1. Consultants and subcommittees regarding, pedestrian bridge, multi-use trail, town green, and Holcomb Bridge Road Corridor study.
 2. Fuqua Dev. and attorneys to review Town Center easement agreement.
 3. Wesleyan for lunch and campus tour.
 4. DDA to approve Town Center bond financing and Easement Agreement
- B. Orientation and training for new Volunteers Administrator.
- C. Final Holcomb Bridge Rd. Corridor study Community Mtg. scheduled for 10/27/15, 6-8PM at city hall.
- D. Responded to phone calls and e-mails from residents, business people, and others.
- E. The following permits were issued:

DATE	Permit #	NAME	ADDRESS	TYPE
		ANYTIME FITNESS	3435 MEDLOCK BRIDGE RD STE 200	TEMPORARY SIGN
		HASO-USA	2850 COLONNADES CT	INTERIOR FINISH
		ARMSTRONG SPECIALTIES	4025 HOLCOMB BRIDGE RD	ELECTRICAL
		JME ELECTRIC	4484 FITZPATRICK WAY	ELECTRICAL
		ANDY MAY CONSTRUCTION	6412 ATLANTIC BLVD STE 400	INTERIOR FINISH
		ANDY MAY CONSTRUCTION	6412 ATLANTIC BLVD STE 410	INTERIOR FINISH
		ANDY MAY CONSTRUCTION	6412 ATLANTIC BLVD STE 405	INTERIOR FINISH
		CAMBRIDGE CLEANERS	3425 MEDLOCK BRIDGE RD 400 B	TEMPORARY SIGN
		TIDEWATER BUILDER	3375 HOLCOMB BRIDGE RD A-2 & A-3	DEMO
		MILLER CONSTRUCTION SERVICES, INC	3350 JONES MILL RD	EXTERIOR FINISH
		GREGG JOHN J ETAL	3709 ALLENHURST DR	REROOF
		THE SERVICE GROUP, INC	5550 TRIANGLE PKWY STE 150	ELECTRICAL
		LINDA A MOONEY	3783 SUMMERTREE CT	ADDITION
		FINDLAY ROOFING	5726 BELLVILLE WAY	REROOF
		FINDLAY ROOFING	5317 SPALDING MILL PL	REROOF
		JEFFREY & KATHLEEN DIMOCK	5304 CHAVERSHAM LN	REMODEL
		G & C AIR CONDITIONING INC	5600 SUN CT	HVAC
		VICKERS ENTERPRISES	5219 GARNAVY LN	BASEMENT FINISH
		CHOATE CONSTRUCTION COMPANY	6200 THE CORNERS PKWY STE T-100	INTERIOR FINISH
		NORTHWEST SIGN	6135 PEACHTREE PWKY STE 602	PERMANENT SIGN
		NORTHWEST SIGN	6135 PEACHTREE PKWY 606	PERMANENT SIGN
		NORTHWEST SIGN	3375 HOLCOMB BRIDGE RD	PERMANENT SIGN
		TIDEWATER BUILDER	3375 HOLCOMB BRIDGE RD A-1	INTERIOR FINISH

DATE	Permit #	NAME	ADDRESS	TYPE
		DONE RIGHT HOME IMPROVEMENTS	5465 SPALDING BRIDGE CT	REROOF
		TIDEWATER BUILDER	3375 HOLCOMB BRIDGE RD STE E	INTERIOR FINISH
		GOM PRINTING & SIGNS	3446 HOLCOMB BRIDGE RD	PERMANENT SIGN
		ACTION ELECTRICAL CON., INC	145 TECHNOLOGY PKWY STE B	PERMANENT SIGN
		ROBERTS ROOFING	4170 GUNNIN RD	REROOF
		P.E., INC DBA CLOSETS BY DESIGN	3165 CORNERS NORTH CT	CERTIFICATE OF OCCUPANCY
		SAMUEL HARRIS	5714 DENTON CIR	REMODEL
		FAYETTEVILLE PLUMBING, LLC	5450 PEACHTREE PKWY STE 1B	PLUMBING
		BRIDGESTONE GENERAL CONSTRUCTION	3783 SUMMERTREE CT	ELECTRICAL
		CAPSTONE HOSPICE, LLC	5672 PEACHTREE PKWY STE J	CERTIFICATE OF OCCUPANCY
		K & K HOME SERVICES	5081 STAVERLY LN	BASEMENT FINISH
		STRIKER CONSTRUCTION	655 ENGINEERING DRIVE	INTERIOR FINISH
		SURE TECH SERVICES	6611 BAY CIRCLE STE 165	HVAC
		FINDLAY ROOFING	3652 ARNSDALE DR	REROOF
		FINDLAY ROOFING	3240 KITTIWAKE CIR	REROOF
		RICHARD E BOWERS	3420 WOODHILL DRIVE	DECK
		NORTHWEST SIGN	6135 PEACHTREE PKWY 606	PERMANENT SIGN
		JAMES T KNIGHT	6756 WINTERS HILL CT	REMODEL
		D & S CONSTRUCTION	5282 SPALDING MILL PL	REROOF
		EDWARD JONES	5185 PEACHTREE PKWY STE 106	INTERIOR FINISH
		GEORGIA DELTA MECHANICAL, INC	6640 BAY CIRCLE	HVAC
		NORTHWEST SIGN	6135 PEACHTREE PKWY STE 601	PERMANENT SIGN
		NORTHWEST SIGN	6135 PEACHTREE PKWY STE 607	PERMANENT SIGN
		NORTHWEST SIGN	6135 PEACHTREE PKWY STE 610	PERMANENT SIGN
		SUPERIOR PLUMBING SERVICES, INC	3841 RAINFOREST CIR	PLUMBING
		SUPERIOR PLUMBING SERVICES, INC	3655 WESTCHASE VILLAGE LN	PLUMBING
		MIRKO BULOVIC	4233 THAMESGATE CLS	ELETRICAL
		JACOB GARLAND	4959 MARSH HAWK TRL	DECK
		NETPLANNER SYSTEMS INC	225 SCIENTIFIC DRIVE	ELECTRICAL
		RESIDENTIAL CREATIONS, INC	45 TECHNOLOGY PKWY STE 250	SHELL
		NORTHWST SIGNS	6135 PEACHTREE PKWY STE 701	PERMANENT SIGN
		MERIT CONSTRUCTION CO	4875 AVALON RIDGE PKWY	INTERIOR FINISH
		MERIT CONSTRUCTION CO	6525 THE CORNERS PKWY STE 200	INTERIOR FINISH

Code Enforcement Summary – September 2015

New Cases	68
NOV's issued	50
Citations issued	2
Signs Removed from ROW	12 <i>(approximate)</i>
Citizen Complaints	24
Field Generated Cases:	44
Cases by Type:	

Residential: 44 Commercial: 24

Violations by Type

Property Maintenance	19	Parking Illegally	3
Trash	5	Open Storage	1
RV/ Non-motor vehicle	1	Junk Vehicle	0
High Grass/Weeds	17	Other (Code Enforcement)	5
Illegal Signs	11	Other (Property Violation)	2
No Business License	2	Trees	2
Building w/o Permit	0	Animated Signs	0

Staff Report
Greg Ramsey



MEMO

TO: Mayor & Council
 CC: Julian Jackson, City Manager
 FROM: Greg Ramsey, P.E., Public Works Director
 DATE: October 20, 2015
 SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 10-12-15:

A. Attended the following meetings:

1. Gwinnett County Soil & Water Conservation District meeting 09-16-15
2. Deerings Lane intersection meeting 09-17-15
3. Peachtree Parkway Retail meeting 09-17-15
4. Winters Chapel sidewalk project construction meeting 09-24-15
5. Drainage meeting Riverview Drive 09-29-15
6. Pedestrian Bridge meeting 09-15-15 & 09-29-15 & 10-13-15
7. Green Pointe Parkway development project 10-1-15
8. GCDWR Stormwater Quarterly Coordination 10-6-15
9. Georgia Urban Forestry Council Fall Ramble 10-8-15
10. Various development project meetings

B. Field Services Operations 09-09-15 thru 10-12-15

1. # of Work Orders Initiated = 151
2. # of Fix It App submittals for PW = 6
3. # of Field Generated Work Orders = 132
4. # of Work Orders Completed = 138
5. # of Work Orders Referred to Other Departments = 13
6. Please see below for summaries of Work Orders & Fix-It App submittals

Work Orders Initiated:

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000963	9/9/2015	Install Traffic Control Devices	5440 West Jones Bridge Rd	Completed	9/9/2015
15-000964	9/13/2015	Tree Down In R.O.W.	Peachtree Pkwy & Westech Dr	Completed	9/14/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000965	9/14/2015	Tree Down in R.O.W.	PIB Access Rd NB past Winters Chapel Rd	Completed	9/15/2015
15-000966	9/17/2015	Deceased Animal	Spalding Dr/Jay Bird Aly	Completed	9/17/2015
15-000967	9/21/2015	Remove Asphalt Debris in R.O.W.	4478 East Jones Bridge Rd	Completed	9/22/2015
15-000968	9/24/2015	Replace Stop Sign	6398 Amhurst Ct	Completed	10/2/2015
15-000969	9/9/2015	High Grass/Weeds	Hwy 141 Southbound	Completed	9/9/2015
15-000970	9/10/2015	High Grass/Weeds	PIB South	Completed	9/10/2015
15-000971	9/10/2015	High Grass/Weeds	Medlock Bridge Rd	Completed	9/10/2015
15-000972	9/10/2015	High Grass/Weeds	Bush Rd	Completed	9/10/2015
15-000973	9/11/2015	High Grass/Weeds	Hwy 141	Completed	9/11/2015
15-000974	9/11/2015	High Grass/Weeds	Jones Mill Rd	Completed	9/11/2015
15-000975	9/11/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	9/11/2015
15-000976	9/11/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	9/11/2015
15-000977	9/9/2015	Remove Debris in R.O.W.	PIB South Access Rd	Completed	9/9/2015
15-000978	9/9/2015	Replace Stop Sign	Spring Rd & Chapell Lane	Completed	9/9/2015
15-000979	9/9/2015	Remove Debris in R.O.W.	PIB N Access Rd @ Governors Lake Pkwy	Completed	9/9/2015
15-000980	9/10/2015	Tree Down in R.O.W.	Peachtree Corners Cir	Completed	9/10/2015
15-000981	9/10/2015	Tree Down in R.O.W.	Tech Pkwy / Hwy 141	Completed	9/10/2015
15-000982	9/10/2015	Clean Pedestrian Bridge	East Jones Bridge Rd	Completed	9/10/2015
15-000983	9/10/2015	Remove Debris in R.O.W.	East Jones Bridge Rd	Completed	9/10/2015
15-000984	9/10/2015	Tree Limbs Hanging over R.O.W.	5437 Spalding Dr	Completed	9/10/2015
15-000985	9/11/2015	Deceased Animal	E Jones Bridge Rd & Broadgreen Dr	Completed	9/11/2015
15-000986	9/11/2015	Remove Debris in R.O.W.	Jones Mill Rd & Mechanicsville Rd	Completed	9/11/2015
15-000987	9/28/2015	Deceased Animal	4400 Jones Mill Cir/ Revington Dr	Completed	9/28/2015
15-000988	9/26/2015	Tree Down in R.O.W.	3080 Northwoods Cir	Completed	9/28/2015
15-000989	9/11/2015	Remove Debris in R.O.W.	Hwy 141 at the River	Completed	9/11/2015
15-000990	9/14/2015	Replaced Street Signs	Bush Rd and Lou Ivy Rd	Completed	9/14/2015
15-000991	9/14/2015	Tree Down in R.O.W.	Old Ivy Rd	Completed	9/14/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-000992	9/15/2015	Remove Trash in R.O.W.	Hwy 141 Southbound at Forum Dr	Completed	9/15/2015
15-000993	9/15/2015	Remove Trash in R.O.W.	Technology Pkwy	Completed	9/15/2015
15-000994	9/15/2015	High Grass/Weeds	Hwy 141 N & S/ Medlock Br Rd to River	Completed	9/15/2015
15-000996	9/14/2015	High Grass/Weeds	Hwy 141 Northbound/ Jimmy Carter Blvd	Completed	9/14/2015
15-000997	9/15/2015	High Grass/Weeds	Hwy 141 / Technology Pkwy	Completed	9/15/2015
15-000998	9/15/2015	Remove Trash in R.O.W.	Hwy 141 / Technology Pkwy	Completed	9/15/2015
15-000999	9/16/2015	High Grass/Weeds	Jay Bird Aly/ Peachtree Corners Cir	Completed	9/16/2015
15-001000	9/16/2015	High Grass/Weeds	Lou Ivy Rd	Completed	9/16/2015
15-001001	9/16/2015	Remove Trash in R.O.W	Medlock Bridge Rd/PIB	Completed	9/16/2015
15-001002	9/16/2015	Remove Trash in R.O.W.	Medlock Bridge Rd	Completed	9/16/2015
15-001003	9/16/2015	High Grass/Weeds	Medlock Bridge Rd	Completed	9/16/2015
15-001004	9/16/2015	Remove Trash in R.O.W.	South Old Peachtree Rd	Completed	9/16/2015
15-001005	9/16/2015	Remove Trash in R.O.W.	Hwy 141 Triangle	Completed	9/16/2015
15-001006	9/17/2015	Deceased Animal	Jay Bird Aly/ Spalding Dr	Completed	9/17/2015
15-001007	9/21/2015	Removed Trash in R.O.W.	Hwy 141 North	Completed	9/21/2015
15-001018	9/14/2015	High Grass/Weeds	Hwy 141	Completed	9/14/2015
15-001019	9/15/2015	High Grass/Weeds	N Peachtree Industrial	Completed	9/15/2015
15-001020	9/15/2015	High Grass/Weeds	Medlock Bridge Rd	Completed	9/15/2015
15-001021	9/16/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	9/16/2015
15-001022	9/16/2015	High Grass/Weeds	South Old Peachtree Rd	Completed	9/16/2015
15-001023	9/17/2015	High Grass/Weeds	PIB South	Completed	9/17/2015
15-001024	9/17/2015	High Grass/Weeds	Spalding Dr	Completed	9/17/2015
15-001025	9/17/2015	High Grass/Weeds	Winters Chapel Rd	Completed	9/17/2015
15-001026	9/18/2015	High Grass/Weeds	Industrial Park Dr	Completed	9/18/2015
15-001027	9/18/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	9/18/2015
15-001028	9/18/2015	High Grass/Weeds	Thamesgate Close	Completed	9/18/2015
15-001029	9/21/2015	High Grass/Weeds	PIB Interchange	Completed	9/21/2015
15-001030	9/21/2015	High Grass/Weeds	PIB Northside	Completed	9/21/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001031	9/22/2015	High Grass/Weeds	PIB/ Southbound Peachtree Corners Cir/ Medlock Br Rd	Completed	9/22/2015
15-001032	9/23/2015	High Grass/Weeds	Jones Mill Rd	Completed	9/23/2015
15-001033	9/23/2015	High Grass/Weeds	PIB Triangle	Completed	9/23/2015
15-001034	9/15/2015	Cleaned Street Signs	Foxwood Rd and Riveredge Dr	Completed	9/15/2015
15-001035	9/15/2015	Replaced Street Signs	Lou Ivy Rd @ Old Lyme Ct	Completed	9/15/2015
15-001036	9/15/2015	Cleaned Street Signs	Station Mill Rd	Completed	9/15/2015
15-001037	9/17/2015	High Grass/Weeds	Jay Bird Al/ Hwy 141/ Crooked Creek Rd	Completed	9/17/2015
15-001038	9/17/2015	Clean Street Signs	Allenhurst/Flippen/ Stilson/Colbert	Completed	9/18/2015
15-001039	9/21/2015	Remove Trash in R.O.W.	Holcomb Way & McEachern Way	Completed	9/21/2015
15-001040	9/17/2015	High Grass/Weeds	P'tree Pkwy/ Jay Bird Aly/ Woodhill Dr	Completed	9/17/2015
15-001041	9/21/2015	High Grass/Weeds	Holcomb Way / McEachern Way	Completed	9/21/2015
15-001042	9/29/2015	Remove Trash in R.O.W.	Buford Hwy/ Berkley Lake Rd	Completed	9/29/2015
15-001044	9/29/2015	Clogged Storm Drain	Jones Bridge Cir	Completed	9/29/2015
15-001045	9/30/2015	Clean Gutter	4075 Frank Neely Rd	Completed	9/30/2015
15-001046	9/30/2015	Tree Down in R.O.W.	Hwy 141 North / Westech Dr	Completed	9/30/2015
15-001047	9/30/2015	Remove Debris in R.O.W.	Gilleland Ln	Completed	9/30/2015
15-001048	9/30/2015	Tree Down in R.O.W.	Corners Pkwy North / Crooked Creek Rd	Completed	9/30/2015
15-001049	9/30/2015	Tree Down in R.O.W.	Governors Lake Pkwy	Completed	9/30/2015
15-001050	9/23/2015	Regrade Flume	E Jones Bridge Rd at Wentworth Dr	Completed	9/23/2015
15-001051	9/24/2015	Remove Debris in R.O.W.	Moran Dr at Baker Ct	Completed	9/23/2015
15-001052	9/25/2015	Remove Debris in R.O.W.	Gilleland Ln	Completed	9/24/2015
15-001053	9/25/2015	Tree Down in R.O.W.	3396 Chappell Ln	Completed	9/25/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001054	9/30/2015	Remove Tree Limbs in R.O.W.	Governors Lake Pkwy	Completed	9/30/2015
15-001055	9/30/2015	Remove Trash in R.O.W.	Woodhill Dr	Completed	9/30/2015
15-001056	9/30/2015	Tree Down in R.O.W.	Governors Lake Pkwy	Completed	9/30/2015
15-001057	10/8/2015	High Grass/Weeds	147 Technology Pkwy	In Progress	
15-001058	9/30/2015	High Grass/Weeds	Hwy 141 North & South	Completed	9/30/2015
15-001059	9/30/2015	High Grass/Weeds	Hwy 141	Completed	9/30/2015
15-001060	9/30/2015	High Grass/Weeds	Hwy 141 and Technology Pkwy	Completed	9/30/2015
15-001061	10/1/2015	High Grass/Weeds	Lou Ivy Rd	Completed	10/1/2015
15-001062	10/1/2015	High Grass/Weeds	Bush Rd	Completed	10/1/2015
15-001063	10/2/2015	High Grass/Weeds	Peachtree Corners Cir	Completed	10/2/2015
15-001064	10/2/2015	High Grass/Weeds	Medlock Bridge Rd	Completed	10/5/2015
15-001065	10/2/2015	High Grass/Weeds	Medlock Bridge Rd & Hwy 141 Triangle	Completed	10/2/2015
15-001066	10/6/2015	High Grass/Weeds	PIB & Medlock Bridge Rd	Completed	10/6/2015
15-001067	10/7/2015	High Grass/Weeds	PIB South Triangle	Completed	10/7/2015
15-001068	10/8/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	10/8/2015
15-001069	10/8/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	10/8/2015
15-001070	10/9/2015	High Grass/Weeds	Hwy 141	Completed	10/9/2015
15-001071	10/9/2015	High Grass/Weeds	Thamesgate Close	Completed	10/9/2015
15-001072	10/5/2015	Remove Object in R.O.W.	PIB North/Jones Mill Interchange	Completed	10/5/2015
15-001073	10/7/2015	Raised Gutter	Kings Abbott Way	Completed	10/7/2015
15-001074	10/7/2015	Repair Pothole	5491 Spalding Dr	Completed	10/7/2015
15-001075	10/7/2015	Replace Street Sign	3200 Corners Oak DI	Completed	10/7/2015
15-001076	9/22/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd North	Completed	9/22/2015
15-001078	9/22/2015	Deceased Animal	Peachtree Industrial Blvd South	Completed	9/22/2015
15-001079	9/22/2015	Removed Trash in R.O.W.	Hwy 191 By The River	Completed	9/22/2015
15-001080	9/23/2015	Clean Gutter	West Jones Bridge Rd	Completed	9/23/2015
15-001081	9/23/2015	Clean Gutter	Jones Bridge Cir	Completed	9/23/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001082	9/23/2015	Deceased Animal	Holcomb Bridge Rd	Completed	9/23/2015
15-001083	9/23/2015	Tree Down in R.O.W.	Peachtree Pkwy	Completed	9/23/2015
15-001084	9/23/2015	High Grass/Weeds	Holcomb Bridge Rd	Completed	9/23/2015
15-001085	9/23/2015	High Grass/Weeds	Spalding Dr	Completed	9/23/2015
15-001086	9/24/2015	Remove Trash in R.O.W.	Peachtree Pkwy & Hwy 141	Completed	9/24/2015
15-001087	9/24/2015	Remove Debris in R.O.W.	Jones Mill Rd & 2nd Ave	Completed	9/24/2015
15-001088	9/25/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd	Completed	9/25/2015
15-001089	9/25/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd South	Completed	9/25/2015
15-001090	9/28/2015	Remove Trash in R.O.W.	Peachtree Corners Cir	Completed	9/28/2015
15-001091	9/28/2015	High Grass/Weeds	PIB South and Jones Mill Rd	Completed	9/28/2015
15-001092	9/28/2015	Deceased Animal	PIB South and Jones Mill Rd	Completed	9/28/2015
15-001093	9/28/2015	Deceased Animal	Jay Bird Aly	Completed	9/28/2015
15-001094	9/29/2015	High Grass/Weeds	Jimmy Carter Blvd	Completed	9/29/2015
15-001095	9/29/2015	Remove Trash in R.O.W.	Jimmy Carter Blvd	Completed	9/29/2015
15-001096	9/29/2015	Remove Trash in R.O.W.	South Old Peachtree Rd	Completed	9/29/2015
15-001098	9/29/2015	Tree Down in R.O.W.	PIB at Northwoods Pkwy	Completed	9/29/2015
15-001099	9/30/2015	Remove Trash in R.O.W.	Hwy 141 to the River	Completed	9/30/2015
15-001100	9/30/2015	Remove Trash in R.O.W.	Governors Lake Pkwy	Completed	9/30/2015
15-001101	9/30/2015	Tree Down in R.O.W.	Governors Lake Pkwy	Completed	9/30/2015
15-001102	9/30/2015	Remove Object in R.O.W.	Peachtree Industrial Blvd North	Completed	9/30/2015
15-001103	10/1/2015	Remove Trash in R.O.W.	Medlock Bridge Rd	Completed	10/1/2015
15-001104	10/6/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd North	Completed	10/6/2015
15-001105	10/6/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd South	Completed	10/6/2015
15-001106	10/7/2015	Remove Trash in R.O.W.	Peachtree Corners Cir	Completed	10/7/2015
15-001107	10/7/2015	Remove Trash in R.O.W.	Holcomb Bridge Rd	Completed	10/7/2015
15-001108	10/7/2015	High Grass/Weeds	East Jones Bridge Rd	Completed	10/7/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001109	10/8/2015	High Grass/Weeds	East Jones Bridge Rd/ Wentworth Dr	Completed	10/8/2015
15-001110	10/8/2015	Repair Pothole	Spalding Dr	Completed	10/8/2015
15-001111	10/9/2015	High Grass/Weeds	Peachtree Industrial Blvd North	Completed	10/9/2015
15-001112	10/9/2015	High Grass/Weeds	Peachtree Industrial Blvd South	Completed	10/9/2015
15-001113	10/9/2015	Deceased Animal	Peachtree Industrial Blvd South	Completed	10/9/2015
15-001114	10/9/2015	Remove Trash in R.O.W.	Hwy 141 / Peachtree Pkwy	Completed	10/9/2015

Work Orders Referred to other Departments:

Date Created	Request Type	Address	Status Type	Referred to Other Departments
9/14/2015	Street Lights Outage	5175 South Old Peachtree Rd near Medlock Bridge Rd.	In-Process	GA Power
9/14/2015	Algae problem in retention pond	5394 Valley Mist Trace	In- Process	GCDWR Service Request # 15-007895
9/15/2015	Request for wheel chair accessibility to sidewalk/curb	5201 Amhurst Ave / 5341 W Jones Bridge Rd	In-Process	GC DOT Service Request # 866437
9/16/2015	Street Light Out	3638 Allenhurst Dr	Closed 9/21/2015	GA Power #1825049
9/16/2015	Street Light Malfunction	Patrick Trace and 4720 Jones Bridge Cir	Closed 9/21/2015	GA Power #1825060
9/23/2015	Pothole	5001 Riverthur Court Northwest	In-Process	GCDWR Service Request # 15- 008166
9/23/2015	Street Light Malfunctioning	4666-4672 Jones Bridge Cir NW	In-Process	GA Power #1835793
9/23/2015	Storm Drainage Structure/Storm Water	4104 Golden Leaf Grove	In-Process	GCDWR WO # 15-008173
9/23/2015	Pothole	5970 Spalding Drive	In-Process	GCDOT Service request # 868265
9/23/2015	Clogged Storm Drain	Creek Walk Circle	In-Process	GC Storm Water # 2015-07-06892
9/24/2015	Sink Hole near Manhole Cover	4725 Peachtree Corners Cir (Day Building)	In-Process	GCDWR WO # 15-008229
9/30/2015	Clogged Catch Basin	Jones Bridge Circle	In-Process	GCDWR WO # 15-008229
10/09/2015	Inspection of Prefab Drainage Caps	Lou Ivy Rd	In-Process	GCDWR WO #15-008592

02015-09-55

Bond Resolution

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

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

municipal corporation, or county, or for the use by any state institution or any municipal corporation or county of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the authority and any such political subdivision with which the Authority contracts are authorized by law to undertake; and to extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, which credit or loans may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the authority shall determine to be reasonable in connection with such extension of credit or loans, including provision for the establishment and maintenance of reserve funds; and, in the exercise of powers granted by this chapter in connection with any project, the Authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Authority may deem necessary or desirable; and to receive and use the proceeds of any tax levied by a municipal corporation to pay the costs of any project or for any other purpose for which the Authority may use its own funds pursuant to the Act; and

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

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

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

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

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

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

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

WHEREAS, at the request of the City, the Authority has agreed to issue its Revenue Bonds (Peachtree Corners Town Center Project) in an aggregate principal amount of not to exceed \$15,250,000 (the “Bonds”) pursuant to a Bond Resolution to

be adopted by the Authority (the “Bond Resolution”), and to provide funds from the proceeds of the Bonds to finance all or a portion of the cost of the acquisition, construction and equipping of the Project and the payment of certain costs of issuance of the Bonds, and to lease the Project to the City pursuant to the terms of an Intergovernmental Contract (the “Intergovernmental Contract”), between the Authority and the City, entered into pursuant to the terms of the Act;

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

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

Section 2. Intergovernmental Contract. The execution, delivery and performance by the Mayor or Mayor Pro Tempore and the attestation by the Clerk or any Assistant Clerk of the Intergovernmental Contract are hereby authorized. The Intergovernmental Contract shall be in substantially the form attached hereto as Exhibit “A,” subject to such minor changes or omissions as may be approved by the Mayor or Mayor Pro Tempore of the City prior to execution of the Intergovernmental Contract. The execution of the Intergovernmental Contract by the Mayor or Mayor Pro Tempore of the City and the attestation thereof by the Clerk or any Assistant Clerk of the City shall be conclusive evidence of any such approval.

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

Section 6. General Authorization. The Mayor, the Mayor Pro Tempore and the City Manager, or any of them, are hereby authorized, empowered and directed, with advice of the City Attorney, to do all such acts and things and to execute all such agreements and documents as may be necessary to carry out the transactions contemplated herein. Such other agreements and documents shall be in such form and contain such terms and conditions as may be approved by the Mayor, the Mayor Pro Tempore and the City Manager, or any of them, and the execution of such other agreements and documents by the Mayor, the Mayor Pro Tempore and the City Manager, or any of them, as herein authorized shall be conclusive evidence of any such approval. The Clerk or any Assistant Clerk of the City is authorized to attest the signature of the Mayor, the Mayor Pro Tempore and the City Manager, or any of

them, and impress, imprint or otherwise affix the seal of the City appearing on any of the agreements and documents executed in connection with this Ordinance, but shall not be obligated to do so, and the absence of the signature of the Clerk or any Assistant Clerk of the City's seal on any such other agreement and documents shall not affect the validity or enforceability of the City's obligations thereunder.

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

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

Section 9. Effective Date. This Ordinance shall become effective immediately upon its adoption.

This Ordinance first read on the 15th day of September, 2015, second read on the 20th day of October, 2015 and passed and adopted this ___ day of _____, 201_.

CITY OF PEACHTREE CORNERS,
GEORGIA

ATTEST:

Clerk

By: _____
Mayor

(SEAL)

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT
STATE OF GEORGIA

O2015-09-55

EXHIBIT "A"

[INTERGOVERNMENTAL CONTRACT]

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT
STATE OF GEORGIA

O2015-09-55

EXHIBIT "B"

[BOND RESOLUTION]

CLERK'S CERTIFICATE

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

WITNESS my official hand and seal this __ day of _____, 201__.

(SEAL)

Clerk

02015-09-53

Stormwater

Manual

Sec. 16. - Postdevelopment stormwater management performance criteria.

The following performance criteria shall be applicable to all stormwater management plans, unless otherwise provided for in this ordinance:

1. Water quality. All stormwater runoff generated from a site shall be adequately treated before discharge. It will be presumed that a stormwater management system complies with this requirement if:
 - a. It is sized to treat the prescribed water quality treatment volume from the site, as defined in the Development Regulations in combination with the ~~Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications~~ standards and specifications set forth in the Georgia Stormwater Management Manual Volumes 1, 2 and 3;
 - b. Appropriate structural stormwater controls or nonstructural practices are selected, designed, constructed or preserved, and maintained according to the specific criteria in the Development Regulations in combination with the ~~Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications~~ standards and specifications set forth in the Georgia Stormwater Management Manual Volumes 1, 2 and 3; and,
 - c. Runoff from hotspot land uses and activities identified by the city community development department are adequately treated and addressed through the use of appropriate structural stormwater controls, nonstructural practices and pollution prevention practices.
2. Stream channel protection. Protection of stream channels from bank and bed erosion and degradation shall be provided by using all of the following three approaches:
 - a. Preservation, restoration and/or reforestation (with native vegetation) of the applicable stream buffer;
 - b. Twenty-four-hour extended detention storage of the one-year, 24-hour return frequency storm event;
 - c. Erosion prevention measures such as energy dissipation and velocity control.
3. Overbank flooding protection. Downstream overbank flood and property protection shall be provided by controlling (attenuating) the postdevelopment peak discharge rate to the pre-development rate for the 25-year, 24-hour return frequency storm event. If control of the oneyear, 24-hour storm under subsection (1) of this section is exempted, then peak

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT, STATE OF GEORGIA

ORDINANCE 2015-09-53

discharge rate attenuation of the two-year through the 25- year return frequency storm event must be provided.

4. Extreme flooding protection. Extreme flood and public safety protection shall be provided by controlling and safely conveying the 100-year, 24- hour return frequency storm event such that flooding is not exacerbated.
5. Structural stormwater controls. All structural stormwater management facilities shall be selected and designed using the appropriate criteria from the Development Regulations in combination with the ~~Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications~~ standards and specifications set forth in the Georgia Stormwater Management Manual Volumes 1, 2 and 3. All structural stormwater controls must be designed appropriately to meet their intended function. For other structural stormwater controls not included in the Development Regulations in combination with the ~~Gwinnett County Stormwater Systems and Facilities Installation Standards and Specifications Manual~~ Georgia Stormwater Management Manual Volumes 1, 2 and 3, or for which pollutant removal rates have not been provided, the effectiveness and pollutant removal of the structural control must be documented through prior studies, literature reviews, or other means and receive approval from the city community development department before being included in the design of a stormwater management system. In addition, if hydrologic or topographic conditions, or land use activities warrant greater control than that provided by the minimum control requirements, the city may impose additional requirements deemed necessary to protect upstream and downstream properties and aquatic resources from damage due to increased volume, frequency, and rate of stormwater runoff or increased nonpoint source pollution loads created on the site in question. Applicants shall consult the regulations for guidance on the factors that determine site design feasibility when selecting and locating a structural stormwater control.

SECTION III: All ordinances and parts of ordinances in conflict herewith are hereby repealed.

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

Approved:

ATTEST:

Mike Mason, Mayor

Kym Chereck, City Clerk (SEAL)

VOTE: Y N A Sadd /

Y N A M A Wright /

Y N A Mason /

Y N A A B C H K Y N A Christopher / Y N A Gratwick

02015-09-54

4805 Buford Hwy

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2015-004 / RZ2015-003 REQUEST TO REZONE FROM M-1, LIGHT INDUSTRY, TO C-2, COMMERCIAL, AND APPROVE A SPECIAL USE PERMIT FOR AUTOMOBILE SALES ON A 4.01 ACRE SITE LOCATED AT 4805 BUFORD HWY. , DISTRICT 6, LAND LOT 257, PARCEL 7, PEACHTREE CORNERS, GEORGIA

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on September 15, 2015 and October 20, 2015;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on October 20, 2015 hereby ordain and approve the Zoning Case SUP2015-004 / RZ2015-003, for the above referenced property with the following enumerated conditions:

- 1) Inventory shall be limited to one automobile per parking space. All vehicles must be parked in designated spaces and no 'tandem' or 'valet' parking shall be permitted.**
- 2) No inventory shall be located on unpaved surfaces.**
- 3) No new parking spaces shall be constructed between the existing office structure and Buford Highway.**
- 4) Any public infrastructure upgrades that will be necessary to construct this project shall be the responsibility of the property owner/developer including the construction of a minimum five-foot-wide sidewalk along the public right-of-way along Buford Highway.**
- 5) The site shall be brought into compliance with current stream buffer regulations, including a 50-foot undisturbed stream buffer and additional 25-foot impervious surface setback.**
- 6) No billboards shall be permitted on the property.**
- 7) All vehicle maintenance and mechanical work shall be conducted within an enclosed building.**
- 8) No inoperable vehicles shall be stored outdoors.**
- 9) Dumpsters shall not be located in front of the existing office structure and shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture.**

- 10) Pursuant to Zoning Code Overlay Regulations, new buildings shall be finished with architectural treatments containing a mixture of glass, brick, stone and/or stucco. All sides shall have a 32- inch or greater water table of brick or stone, except where full length glass or doors are located. All mechanical appurtenances and equipment and/or ductwork shall be screened from view from the public right-of-way. Screening shall coordinate with building architecture. Final plans shall require approval by the Community Development Director.**
- 11) Landscaped islands shall be provided throughout the parking area, including a minimum ten-foot-wide landscaped island at the end of each parking bay and a minimum six-foot-wide landscaped island for each 225 feet of continuous parking area by length. The Planning Commission may approve an alternate landscape plan.**
- 12) Outdoor lighting shall be contained in cutoff-type luminaries and shall be directed inward toward the property so as not to reflect into adjacent properties or to create a hazard for passing automobile traffic.**
- 13) Permanent freestanding project signage shall be limited to one monument sign that shall coordinate with building architecture.**
- 14) Any detention ponds shall be visibly screened with landscape plantings to be approved by the Planning Commission.**
- 15) Outside speakers shall not be audible from adjacent properties.**
- 16) Prior to any grading or clearing, all buffers shall be clearly marked with bright orange tree save fencing to ensure that no improper or accidental buffer intrusions occur.**
- 17) All conditions must be met before a business license can be issued.**

Effective this 20th day of October, 2015.

So signed and Witnessed

Approved :

this _____ day of _____, 2015

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

APH 2015-09-23

Gino's Pizza



Mike Mason, Mayor

Phil Sadd - Post 1, Council Member
Alex Wright - Post 3, Council Member
Lorri Christopher - Post 5, Council Member

James Lowe - Post 2, Council Member
Jeanne Aulbach - Post 4, Council Member
Weare Gratwick - Post 6, Council Member

To: Mayor and City Council
Cc: Julian Jackson, City Manager
From: Diana Wheeler, Community Development Director
Date: October 20th 2015, City Council Meeting

Agenda Item: APH 2015-09-023- Approval of Alcoholic Beverage License Application for Manobhirama, LLC: DBA Gino's NY Pizza & Bar at 5975 Peachtree Pkwy, Ste 102, Peachtree Corners GA 30092. Applicant is Bhanuchandar Chepur applying for Consumption on Premise Wine & Malt Beverage License.

Staff Recommendation:

Approve the application for Consumption on Premise Wine & Malt Beverage License. Beverage License for Manobhirama, LLC: DBA Gino's NY Pizza & Bar at 5975 Peachtree Pkwy, Ste 102, Peachtree Corners GA 30092.

Background:

Applicant submitted a completed application on September 24, 2015. Required advertising for the application was published in the Gwinnett Daily Post on October 2nd and October 9th, applicant has passed the background investigation and meets all requirements.

Discussion:

New Business
Staff has reviewed this application and recommends approval.

Alternatives:

None

Action Item
Greg Ramsey

Jimmy Carter
Bld & Holcomb
Bridge Road

October 12, 2015 -

Mr. Greg Ramsey, P.E.
Director of Public Works
City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, Georgia 30092

RE: Proposal for Intersection Improvements to State Route 140 - Jimmy Carter Boulevard and Holcomb Bridge Road (Project #15-03)

Dear Greg,

BWSC appreciates the opportunity to propose on the design of improvements to the Jimmy Carter Boulevard at Holcomb Bridge Road intersection. Being located within the City of Peachtree Corners, BWSC is committed to serving the community by offering our professional services to enhance citizens' quality of life. Our people are on the cutting-edge of transportation design, and we are steadfast in making the City of Peachtree Corners known for its innovation.

As requested, I am writing to outline our availability for the project as well as a proposed schedule and fee for the work. Our local Peachtree Corners staff is ready to begin work immediately at an aggressive pace to expedite delivery and minimize consulting fees.

Availability

Our team is fully available upon Notice-To-Proceed to begin concept development and surveying. All project management, design, and bidding assistance will be conducted in our Peachtree Corners office. I will be managing the project and will be available to address any questions or concerns you may have during the design process. I will also serve as the engineer of record, supervising the design while managing the project in an effort to minimize fee and expedite schedule.

Lisa Woods will continue to serve you as client service manager. She is willing and able to address any needs or concerns you may have.

Daniel Spann is our subject matter expert on traffic operations and will be involved in developing a conceptual design meeting your need and purpose while being within the prescribed budget, minimizing required right-of-way and/or easement acquisition, and avoiding existing utilities. Daniel is known for innovative intersection design and will use his creative thinking to optimize your construction dollars.

Wayne Price specializes in preparing construction contract documents and will draft the front-end contract documents for the project. Wayne has over 35 years of experience in public infrastructure design and contract bidding. He will put his experience to work in developing front-end documents that are tried and true and can be used for projects for years to come.

Columbia Engineering will be our surveyor for the project. They are available to begin field surveying and property research immediately following Notice-To-Proceed. They have years of experience providing accurate field surveying and property map development services for Gwinnett County and the Georgia DOT.

Mulkey Engineers will provide subsurface utility engineering as requested. They are prequalified by GDOT in Area Class 5.08 – Subsurface Utility Engineering.

Schedule

BWSC is fully staffed to commit the resources needed to deliver at project milestones throughout design. This includes intermediate construction document submittals at 50% and 80% complete. Our schedule of project milestones is based on an assumed Notice-To-Proceed date of October 21, 2015.

Milestone	Duration	Completion Date
Phase 1: Survey	4 weeks	11/19/15
Phase 2: Concept Report and Plan	4 weeks	11/19/15
Phase 3: Construction Plans and Bid Documents	13 weeks	2/18/16

Phases 1 and 2 will be performed concurrently to accelerate delivery. Our intention is to have the field data collected and verified and the concept approved by the City simultaneously such that we can begin detailed design without a lag in schedule.

Multiple staff members will be assigned to this project to expedite schedule. A senior engineer will be responsible for design and full-time CAD technician will handle drawing production. Intermediate submittals to Gwinnett County DOT and Georgia DOT will not necessarily be concurrent with milestone submittals to the City. BWSC will coordinate with these independent agencies to establish a submittal schedule that best accelerates approval of the project.

Fee

Our fee is constructed of the three phases defined in the contract agreement as lump sum and one phase for additional services billed as hourly not-to-exceed. The fees are composed of hours multiplied by the rate schedule provided in the On-Call Professional Engineering and Design Services proposal to arrive at a lump sum amount.

The quoted fee assumes two intermediate submittals to the City and Gwinnett County DOT at the 50% and 80% completion milestones. The fee also includes permitting through GDOT for Special Encroachment. We are assuming the following services will not be required for the project due to its limited disturbed area and confinement in existing right-of-way.

- Detention pond design for water quality and/or flood attenuation;
- Property acquisition plat preparation;
- NPDES GAR 100002 Construction permitting through Georgia EPD.

If it is determined that any of these items or any services not quoted under Phase 4 of this proposal are required, BWSC will submit a quote for supplemental services for the City's review and approval. Each request will have a separate proposal outlining the scope, schedule and fee. The supplemental fee will be separated into hours multiplied by rate similar to the format of this proposal.

Phase 1: Surveying	Hours	Hourly Rate	Lump Sum Fee
Senior Engineer	10	\$170	\$1,700
Survey Manager	17	\$108	\$1,836
Technician	43	\$85	\$3,655
3-Person Survey Crew	37	\$168	\$6,216
			\$13,407

Phase 2: Concept Report and Plan	Hours	Hourly Rate	Lump Sum Fee
Senior Engineer	17	\$170	\$2,890
Technician	4	\$85	\$340
			\$3,230

Phase 3: Construction Plans and Bid Documents	Hours	Hourly Rate	Lump Sum Fee
Senior Engineer	90	\$170	\$15,300
Engineer	179	\$140	\$25,060
Technician	151	\$85	\$12,835
			\$53,195

Services under Phase 4 are Subsurface Utility Engineering (SUE) Quality Level A, Plan Revisions, and Contractor Requests for Information (RFIs). SUE, if requested, would be performed concurrently with surveying activities and is not expected to alter the schedule stated in our original proposal. Quality Level A consists of potholing existing utilities and surveying their location horizontally and vertically. A total of four, 6-foot deep potholes will be performed.

The remaining Phase 4 fee assumes 1 moderate plan revision, 1 minor plan revision, and 5 contractor RFIs.

Phase 4: Miscellaneous Services	Not-to-Exceed Fee
SUE	\$19,795
Plan Revisions	\$10,600
Contractor RFIs	\$2,550
	\$32,945

Phase	Fee
Phase 1 : Survey	\$13,407
Phase 2: Concept Report and Plan	\$3,230
Phase 3: Construction Plans and Bid Documents	\$53,195
Phase 4: Miscellaneous Services (Not-To-Exceed)	\$32,945
	\$102,777

Our total lump sum fee for the scope of services as defined in the agreement is **\$69,832**, including direct expenses. The not-to-exceed fee of \$32,945 is for Phase 4 services and will only be incurred at your request. We hope that you find this fee satisfactory to complete the design of the needed improvements to the intersection.

Project Approach

We have a clear understanding of the purpose and need for this project and the expertise to make the most of the funding available to improve operations at the intersection for both vehicles and pedestrians. Our approach will include maximizing the use of available roadway to provide additional capacity at the intersection and avoid costly right-of-way and utility impacts, where possible. This will include looking at the reduction or removal of existing median as well as the possibility of reduced lane widths.

These improvements would not only provide additional capacity at the intersection but also the opportunity to improve intersection geometrics for vehicles and pedestrians; such as the removal split phase operation and removal of unnecessary channelization and driveway width on the eastbound approach of the Tree Corners access. As a part of conceptual analysis, BWSC will evaluate existing vehicle and pedestrian movements and volumes in detail to determine what improvements will provide benefit to users. Based on preliminary analysis, potential vehicular improvements include an additional right turn lane on the northbound approach of Jimmy Carter Boulevard and an acceleration lane for the westbound right turn on Holcomb Bridge Road. Other potential pedestrian facility improvements include an additional crosswalk across Jimmy Carter Boulevard, additional sidewalk connectivity to and from the intersection, and improved pedestrian ramps and landings to current standards. Specifically, a dedicated right turn lane on the northbound approach of Jimmy Carter Boulevard would reduce delay for vehicles turning right onto Holcomb Bridge Road as well as reduce queue and increase flow for the northbound through lanes.

Reducing or eliminating the raised median on the east leg of Holcomb Bridge Road would allow for an additional dedicated left turn lane on the eastbound approach of Holcomb Bridge Road, freeing the outer existing left-through lane to become a solely dedicated through lane. This improvement in conjunction with modifications to the westbound approach could provide the opportunity to eliminate split phase operation and increase the overall efficiency of the traffic signal.

Extending an acceleration lane for the westbound right turn movement onto Holcomb Bridge Road would also provide more efficient flow through the intersection for this heavy movement. This potential improvement will be evaluated in depth; specifically, with respect to its relationship to upstream driveways.

If the raised median on Holcomb Bridge Road is fully eliminated, the driveway located on the north side of the road, just east of the intersection, would be modified to a right-in, right-out configuration due to its proximity to the intersection.

Sidewalk and additional crosswalks should also be considered to improve pedestrian circulation and connectivity. Sidewalk could be constructed along the east side of Holcomb Bridge Road from the intersection to Crooked Creek Drive and along the east side of Jimmy Carter Boulevard from Holcomb Bridge Road south to the end of the project. Sidewalk encroachment into the parking lot adjacent to Jimmy Carter Boulevard poses a conflict that could be dealt with using a small gravity retaining wall if needed.

A crosswalk could also be added across Jimmy Carter Boulevard to permit full circular access across the intersection. Construction of the sidewalks is expected to be within the right-of-way and installation of GDOT Detail A2, Type 'B', wheelchair ramps are recommended to reduce potential construction encroachment outside of the right-of-way. The impact and operation of all existing and proposed will be evaluated and considered in the context of the operation of the intersection and safety.

We understand that value is an essential component to your projects. In further gauging the value of these improvements in concept development, we would seek to implement value engineering ideas like those listed below to maximize your construction budget.

- Reduced lane widths: If allowed, reducing existing 12-foot lanes to 11-foot could allow the majority of the roadway improvements to utilize existing pavement width and minimize new widening.
- Design the radius return at the Jimmy Carter Boulevard right turn lane onto eastbound Holcomb Bridge Road to avoid the existing utility pole.
- Where desirable and feasible, utilize existing signal poles and traffic signal equipment.
- Truncate curb and gutter on Holcomb Bridge Road eastbound and connect to existing. Look for other areas where existing curb and gutter could remain.
- If allowable, seal coat the existing pavement. Only patch, mill and inlay pavement needing replacement.
- Construct only new wheel chair ramps where needed.

Figure 1 on the following page is a depiction of the ideas presented. Enclosed with this letter is a conceptual layout showing our idea for the overall project.

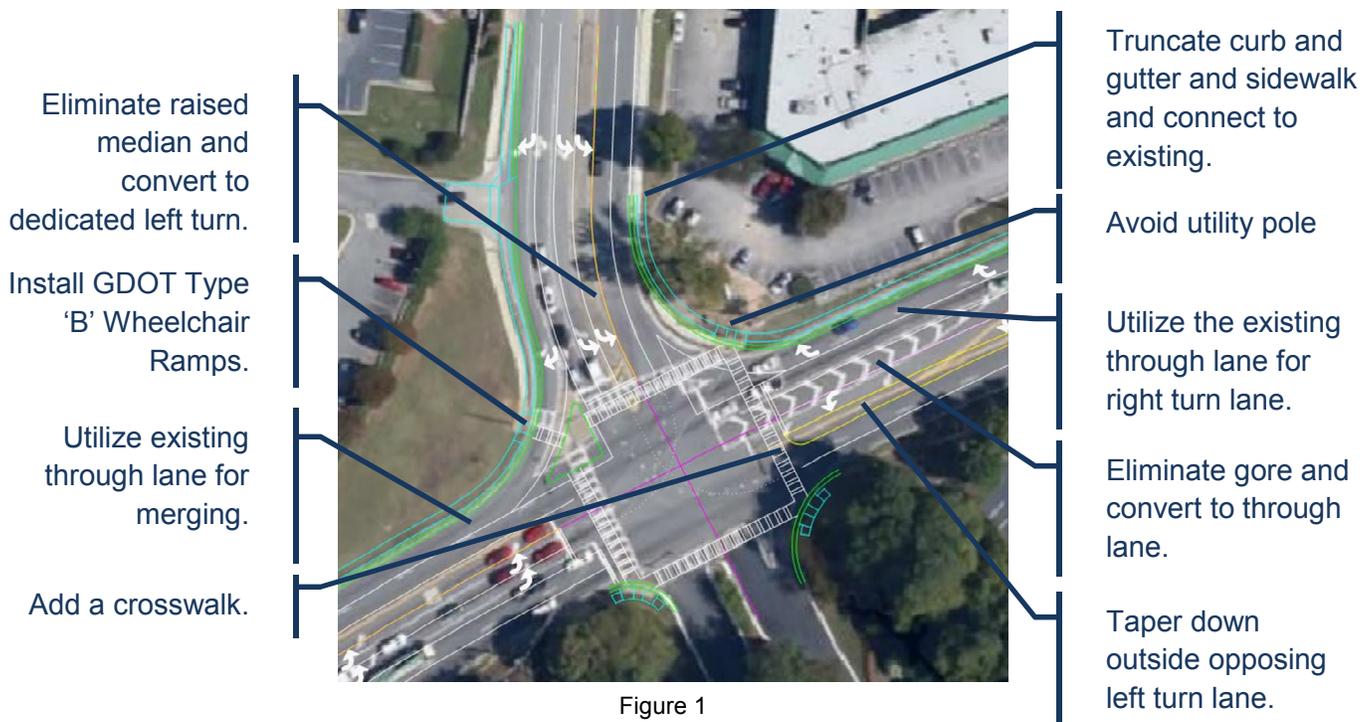


Figure 1

The improvements described herein are just the beginning of a discussion of ideas. We look forward to collaborating with you and your staff to finalize the concept that best meets the needs of the City. In performing concept-level evaluations in preparing this proposal, we can “hit the ground running” immediately upon selection, expediting the Concept Report and Project Plan phase.

Again, we are pleased to have the opportunity to work on this project and hope that this is the first of many opportunities for BWSC to serve the City of Peachtree Corners.

Sincerely,

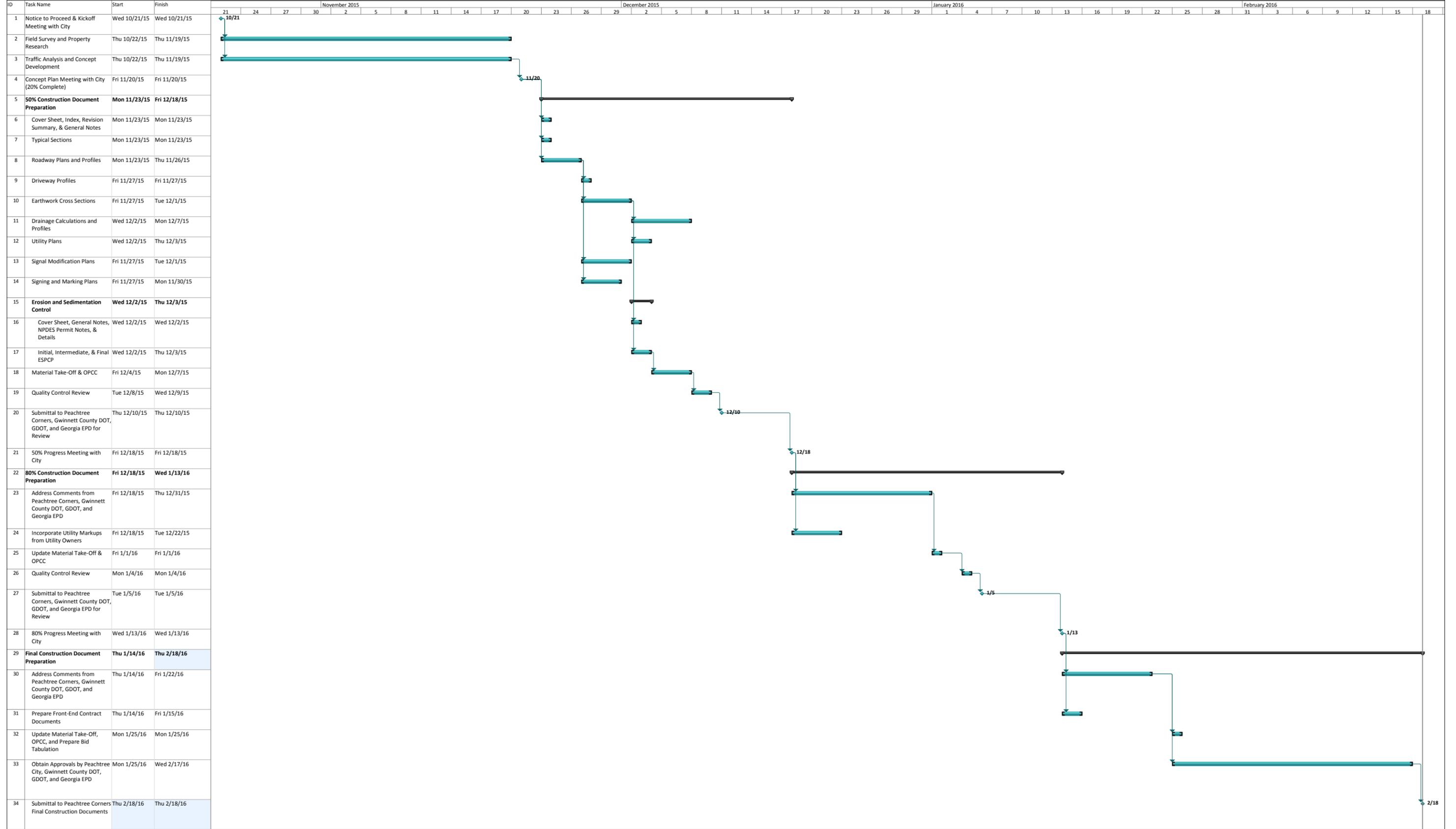
Jeffrey N. Clayton, P.E.
Project Manager

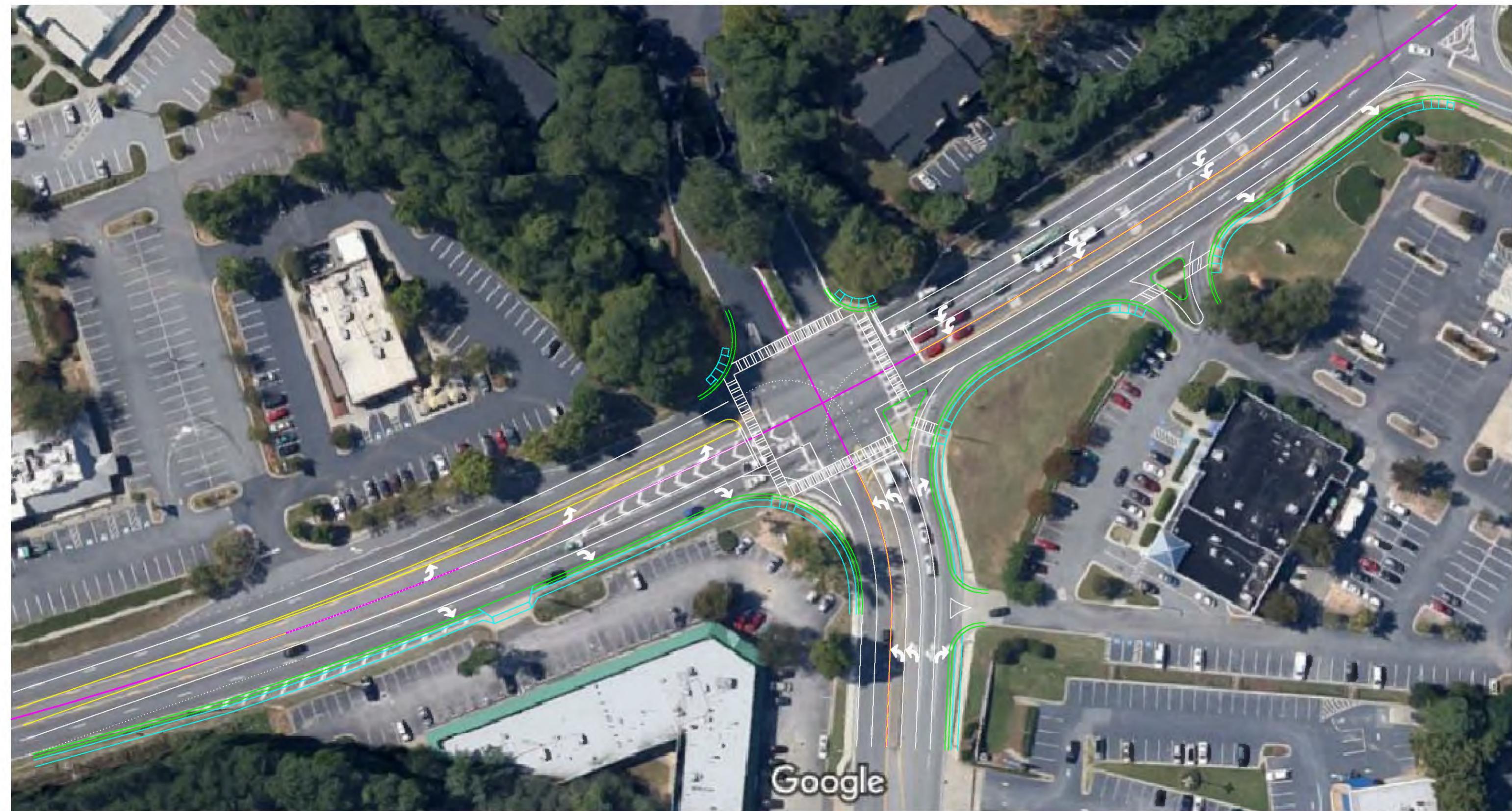
Copy to:

Lisa S. Woods, P.E. -
Daniel J. Spann, P.E., PTOE -

Enclosure(s)

Intersection Improvements to
State Route 140 Jimmy Carter Boulevard and Holcomb Bridge Road
ENGINEERING DESIGN SCHEDULE





Google

APPENDIX C
RFQ # RFQ 2015-001
COST PROPOSAL

PRIME CONSULTANT AND ANY SUB-CONSULTANTS	HOURLY RATES
PRINCIPAL-IN-CHARGE	<u>\$200.00</u>
PROJECT MANAGER	<u>\$175.00</u>
SENIOR ENGINEER/SENIOR LANDSCAPE ARCHITECT	<u>\$170.00</u>
ENGINEER/LANDSCAPE ARCHITECT	<u>\$140.00</u>
PROJECT ADMINISTRATOR	<u>\$85.00</u>
TECHNICIAN	<u>\$85.00</u>
3-PERSON SURVEY CREW	<u>\$168.00</u>
SURVEY MANAGER	<u>\$108.00</u>
CONSTRUCTION INSPECTOR	<u>\$90.00</u>
CONSTRUCTIONPROJECT MANAGER	<u>\$132.00</u>
CONSTRUCTION ASSISTANT	<u>\$75.00</u>
FIELD TECHNICIAN	<u>\$60.00</u>
LAB TESTING (PER TEST)	
LABORATORY TESTING-SOIL	
Standard Proctor ASTM D-698	<u>\$110.00/each</u>
Modified Proctor ASTM D-1557	<u>\$125.00/each</u>
Difficult Sample Preparation	<u>\$65.00/hour</u>
Natural Moisture Content(s)	<u>\$16.00/each</u>
In-Situ Density/Void Ratio	<u>\$65.00/each</u>
In-Situ Density	<u>\$60.00/each</u>

Atterberg Limits	<u>\$100.00/each</u>
Dry Sample Sieve Analysis	<u>\$95.00/each</u>
Wash Sieve Analysis	<u>\$110.00/each</u>
Hydrometer Analysis	<u>\$130.00/each</u>
Falling Head Permeability Test	<u>\$295.00/each</u>
Constant Head Permeability Test	<u>\$295.00/each</u>
California Bearing Ratio Test (CBR)	<u>\$475.00/each</u>
Consolidation Test(s) W/Load Vs. Strain Plot	<u>\$425.00/each</u>
USCS Test	<u>\$325.00/each</u>
Shrink Swell Test	<u>\$425.00/each</u>
Volume Change	<u>\$275.00/each</u>
Specific Gravity	<u>\$165.00/each</u>
Unconfined Compression Test(s)	<u>\$270.00/each</u>
Direct Shear Test(s)	<u>\$790.00/each</u>
Triaxial Shear Test(s)-UU	<u>\$475.00/each</u>
Triaxial Shear Test(s)-CU	<u>\$800.00/each</u>
Triaxial Shear Test(s)-CD	<u>\$780.00/each</u>
Remolded Sample(s)	<u>\$90.00/each</u>
LABORATORY-CONCRETE	
Compressive Strength testing of Grout Prisms	<u>\$15.00/each</u>
Compressive Strength testing of concrete test cylinders	<u>\$12.00/each</u>
Compressive Strength testing of 2x2 inch mortar/grout cubes	<u>\$13.00/each</u>
Concrete cores	<u>\$40.00/each</u>
LABORATORY-ASPHALT	
Density testing of cored specimen	<u>\$60.00/each</u>
Marshall Density	<u>\$125.00/each</u>
Extraction/Gradation	<u>\$175.00/each</u>
LABORATORY-ASBESTOS	
Asbestos-Optical Microscope	
Bulk Analysis by Polarized Light Microscopy (PLM)	<u>\$35.00/sample</u>
Fiber Counts by Phase Contrast Microscopy (PCM)	<u>\$30.00/sample</u>
Asbestos-Electron Microscopy, Transmission Electron Micro. (TEM)	<u>\$120.00/sample</u>
OTHER LABORATORY SERVICES	
Mold, Air00-Cell tests	<u>\$95.00/test</u>
Lead, Method 239.2	<u>\$35.00/test</u>
Total Petroleum Hydrocarbons (TPH), Method 1644	<u>\$95.00/test</u>

Total Petroleum Hydrocarbons (TPH), Method 8015, DRO	<u>\$160.00/test</u>
Gasoline Range Organics (TPH), Method 8015	<u>\$95.00/test</u>
BTEX, Method 8260	<u>\$95.00/test</u>
Volatile Organics, Method 624/8260	<u>\$190.00/test</u>
Polynuclear Aromatic Hydrocarbons (PAH), Method 625/8270	<u>\$150.00/test</u>
Semi-volatile Organics, Method 625/8270	<u>\$350.00/test</u>
PCBs, Method 608/8082	<u>\$95.00/test</u>
Pesticides/PCBs, Method 608/8082	<u>\$240.00/test</u>
TCLP – Lead only; Methods 1311 and 6010B	<u>\$175.00/test</u>
TCLP - Metals; Methods 6010 and 7470	<u>\$330.00/test</u>
TCLP - All parameters, Methods 8240, 8270, 6010, 7470, 8080	<u>\$1,350.00/test</u>
Total RCRA Metals	<u>\$220.00/test</u>
Priority Pollutant Metals (13)	<u>\$300.00/test</u>
PH, (corrosivity) Method 9045	<u>\$15.00/test</u>
Specific Conductance, Method 120.1	<u>\$22.00/test</u>
Ignitability, Method 1010	<u>\$45.00/test</u>
Reactivity, Method SW-846	<u>\$125.00/test</u>
DRILLING	
Direct Push Drilling	<u>\$1,900.00/day</u>
Temporary Monitoring Well via Direct Push, 1"	<u>\$5.50/foot</u>
Mobilization of Truck Mounted Drill Rig	<u>\$500.00/each</u>
Mobilization of ATV Mounted Drill Rig	<u>\$600.00/each</u>
Mobilization in Excess of 50 miles-add	<u>\$4.50/mile</u>
Driller Per Diem	<u>\$250.00/day</u>
Standard Test Boring (0'-50')	<u>\$10.00/l.f.</u>
Standard Test Boring (50'-100')	<u>\$11.00/l.f.</u>
Standard Test Boring (100'+ or >50 bpf)	<u>\$12.00/l.f.</u>
Additional Split Spoon Samples	<u>\$25.00/each</u>
Wash Boring W/Std. Pene. (0'-50')	<u>\$10.50/l.f.</u>
Wash Boring W/Std. Pene. (50'-100')	<u>\$11.50/l.f.</u>
Auger Boring (0'-100')	<u>\$7.00/l.f.</u>
Auger Boring (100' +)	<u>\$8.00/l.f.</u>
Rock Coring (0'-50')	<u>\$65.00/l.f.</u>
Rock Coring (50'-100')	<u>\$75.00/l.f.</u>
Rock Core Casing	<u>\$12.00/l.f.</u>
Rock Core Set-Up Charge	<u>\$250.00/each</u>

Undisturbed Sample(s)	<u>\$115.00/each</u>
Bulk Sample(s)	<u>\$50.00/each</u>
Difficult Moving and/or Standby Time	<u>\$200.00/hour</u>
Water Supply	<u>\$200.00/hour</u>
Setting Wells/Grouting/Casing/Concrete Cutting	<u>\$200.00/hour</u>
Steam Clean of Drill Rig Prior to Mobilization	<u>\$225.00/each</u>
Bailers (Teflon)	<u>\$20.00/each</u>
Tubing (Teflon)	<u>\$4.50/foot</u>
55 Gallon Drum (for cuttings)	<u>\$65.00/each</u>
OVA/OVM	<u>\$175.00/day</u>
Gas Monitor	<u>\$175.00/day</u>
Temporary PVC Monitoring Well, 2" diameter (except covers and pad)	<u>\$45.00/foot</u>
Temporary PVC Monitoring Well, 4" diameter (except covers and pad)	<u>\$58.00/foot</u>
Concrete Coring	<u>\$300.00/each</u>
Asphalt Patches	<u>\$95.00/each</u>
Monitoring Well Covers	<u>\$190.00/each</u>
GEOPHYSICAL SERVICES	
Ground Penetrating Radar	<u>\$2,800.00/day</u>
Ground Penetrating Radar	<u>\$1,900.00/half day</u>
Seismic Refraction Survey	<u>\$4.75/l.f.</u>
Shear Wave (Vs) Survey	<u>\$1,250.00/line</u>
Site-Specific Response Spectra Analysis	<u>\$4,000.00/site</u>
Noise Assessment/Per HUD Guidebook	<u>\$4,500.00/site</u>
Subsurface Utility Engineering	<u>quoted per site</u>
Blast Monitoring (16 County Atlanta Metro Area) (Report and Data Analysis are hourly rates)	<u>\$750.00/shot</u>
OTHER (DESIGNER)	<u>\$135.00</u>

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**.

Action Item
Greg Ramsey

Peachtree Corners
Circle

October 15, 2015

Gregory Ramsey, P.E.
Director of Public Works
147 Technology Pkwy, Suite 200
Peachtree Corners, GA 30092

Subject: Proposal for the Professional Engineering Services Contract Agreement (RFQ #2015-001), Project #15-11

Dear Mr. Ramsey:

Pond & Company (Pond) is pleased to provide Peachtree Corners with this proposal for professional design services for Roundabout Intersection Improvement Peachtree Corners Circle at Medlock Bridge Road and the Pedestrian Improvements at Peachtree Corners Circle at Eastman Trail (Project #15-11). The following is a detailed overview of the required services specific to this proposal.

SCOPE OF SERVICES

This project consists of intersection improvements at the above stated two locations in the City of Peachtree Corners. The proposed work associated with this proposal is described in the attached draft scope of services/contract provided by the City of Peachtree Corners. The professional services provided will be executed in Phases, as provided in the referenced document, and the deliverables will generally consist of the project Survey, Concept Report and Plan and Construction Plans and Bid Documents as required by the provided scope of services. Individual documents/deliverables will be prepared for each unit/intersection as defined in the scope.

Pond will analyze the traffic conditions at each intersection and will perform traffic analysis to verify the needs and evaluate the criteria needed for justification of improvements, as described below.

- ***Peachtree Corners Circle at Medlock Bridge Road*** - Pond will perform intersection analysis using existing and proposed conditions for current year and future (20 year) traffic. Pond will use the GDOT Roundabout Analysis Tool and Sidra software to examine the level of service and lane configuration needed for a roundabout.
- ***Peachtree Corners Circle at Eastman Trail*** - Pond will examine the need for a pedestrian crossing and determine the appropriate treatment based on Guidance provided in GDOT's *Guidelines for the Installation of Marked Crosswalks at Uncontrolled Intersections and Mid-block Crossings*, GDOT Pedestrian and Streetscape Guide, Figure 78. This figure will be used to determine if a pedestrian crossing will require additional measures for safety to facilitate crossings. If pedestrian crossing volumes are high enough and/or potential conflicts are observed, Pond will evaluate the location for implementation of a pedestrian hybrid beacon based on the MUTCD *Guidelines for Installation of Pedestrian Hybrid Beacons*, Manual on Uniform Traffic Control Devices, Chapter 4F. Pond has used this evaluation process with Gwinnett County in the past to examine the need for pedestrian crossings and determine the appropriate treatment type (crosswalk alone, crosswalk with rectangular rapid flashing beacon, or crosswalk with pedestrian hybrid beacon).

Pond will collect AM and PM peak period turning movement counts at each intersection and will conduct pedestrian crossing counts at the Eastman Trail intersection throughout the day. This data will be used to

Proposal for the Design of Roundabout Intersection Improvement Peachtree Corners Circle at Medlock Bridge Road & Pedestrian Improvements Peachtree Corners Circle at Eastman Trail

Page 2 of 3

produce the traffic analysis necessary for review by Gwinnett County DOT and will be documented in a Traffic Engineering (TE) study report.

The concept report and drawings will be finalized utilizing the survey; however, initial concept plans will be prepared using aerial images and GIS information provided by the City, in an effort to minimize survey limits and costs. These initial concept plans will be coordinated with City Staff to ensure the project is implemented to the City's expectations. The design team will be available to meet with the City as well as Gwinnett DOT, as necessary, during the plan development process; however, no public meetings or presentations are anticipated.

ASSUMPTIONS

Pond & Company will prepare design plans and bid documents for letting by Peachtree Corners. Construction administration and post-bid coordination are to be included in the Phase 4 services at the hourly rates initially provided in Pond's response RFQ 2015-001. Geotechnical Investigations and any testing associated with construction administration is not anticipated. Permitting services are expected to be limited to approval from Gwinnett County DOT and no federal funds will be used in the execution of this project. It is assumed that the design will be conducted to meet current Peachtree Corners and Gwinnett County design standards, American Association of State Highway Transportation Official (AASHTO) standards, Manual of Uniform Traffic Control Devices (MUTCD) guidelines as well as the Americans with Disabilities Act (ADA) design and constructability standards.

It is assumed that these projects will not include public involvement, environmental permitting, stream buffer variances, geotechnical investigations, or Municipal Separate Storm Sewer Systems (MS4) design. It is assumed that the City will acquire all necessary right of way and easements, and any right of way staking will be provided by others. This scope of work also does not include construction administration services.

SCHEDULE

We understand that time is of the essence, and we are prepared to commence immediately on the design of the proposed intersections indicated in this proposal. Pond & Company will commence immediately upon issuance of a notice to proceed from the City. It is anticipated that the final deliverables will be completed within 120 days of the issuance of the notice to proceed, however, the proposed schedule will be dependent upon reviews and meetings to be established with the City staff. A draft schedule of the proposed activities is provided as an attachment.

PROFESSIONAL FEES

All design and analysis work will be conducted by Pond staff and survey will be provided by Cardno. The total fee for the above detailed professional design services is indicated below:

Task 1: Concept Report and Plan	\$12,000.00
Task 2: Survey	\$18,000.00
Task 3: Construction Plans, Specifications, Bid Docs	\$40,000.00
Task 4: Miscellaneous Services	<u>\$ 5,000.00</u>
Total Lump Sum Fee	\$75,000.00

**Proposal for the Design of Roundabout Intersection Improvement Peachtree Corners Circle at Medlock
Bridge Road & Pedestrian Improvements Peachtree Corners Circle at Eastman Trail**

Page 3 of 3

This is a lump sum, not to exceed, fee that will be invoiced in accordance with the lump sum compensation method of payment as outlined in the terms and conditions of the On-Call Engineering Services contract between Peachtree Corners and Pond. This cost includes providing the expected direct expenses associated with the above tasks including travel to and from the site and to meetings, plan reproduction as well as other mail and/or courier expenses, as required for the design efforts.

We appreciate the opportunity to provide these services to Peachtree Corners. If you have any questions please feel free to call me or Tim Matthews at 678-336-7740. We look forward to working with you on this project.

Sincerely,
POND & COMPANY



Ronald W. Osterloh, P.E.
Vice President

Attachment: Schedule
 Professional Engineering Services Agreement, Project #15-11 (as provided by the City)

Proposed Schedule for Intersection Improvements along Peachtree Corners Circle @ Medloc Bridge Rd and Eastman Trail

Phase / Task	Year / Month					
	2015			2016		
	Nov	Dec	Jan	Feb	Mar	
Phase 1: Concept Report / Project Plan						
Concept Report with traffic, pedestrian studies. Layout and recommendations						
Phase 2: Survey						
Property Data, Field Survey, DTM						
Phase 3: Construction Final Plan Development and Bid Documents						
Construction Plan development, Utility Coordination, Drainag Analysis						
ROW plans (as required)						
Plans, Specifications, Estimate. Bid Documents.						
Phase 4: Miscellaneous Services						

**PROFESSIONAL ENGINEERING SERVICES
CONTRACT AGREEMENT (RFQ #2015-001)
PROJECT #15-11**

**Roundabout Intersection Improvement Peachtree Corners Circle
& Medlock Bridge Road
&
Pedestrian Improvements Peachtree Corners Circle at Eastman Trail**

SCOPE OF SERVICES

This AGREEMENT between the parties is pursuant to the RFQ #2015-001, and shall serve as authorization by the City of Peachtree Corners to Pond & Company. (“CONTRACTOR”) to perform the services described herein pursuant to the terms and conditions, mutual covenants and promises provided herein and provided in the scope of RFQ #2015-001. Now therefore, the parties agree as follows:

Location & Description of Project:

This project consists of intersection improvements at two locations in the City of Peachtree Corners, and each location will be referred to as a Unit. Unit 1 will be 15-11A and involves a roundabout located at the corner of Peachtree Corners Circle and Medlock Bridge Road. Unit 2, 15-11B, is located at the intersection of Peachtree Corners Circle and Eastman Trail and involves pedestrian system upgrades. Those upgrades are described in a document to be provided to the Contractor. This document is titled “Combined Feasibility Study” and it was completed by a team of Georgia Tech students over the summer of 2015.

Description of Services: The services to be performed by the CONTRACTOR pursuant to this Agreement (the “WORK”), include, but are not limited, to the following:

- Phase 1: Concept Report & Project Plan
 - ❖ Utilizing the survey from Phase 1, develop a concept report with recommendations on the details of the traffic, transportation & pedestrian improvements. Each Unit will need its own Concept Report. These reports and plans must be submitted to the Gwinnett County DOT for final approval before moving forward to Phase 3.
- Phase 2: Survey and Database, including but not limited to:
 - ❖ Provide property research for adjoining owners
 - ❖ Field-run topographic survey. Data collected shall be sufficient for 1-foot contour intervals.
 - ❖ Field survey visible planimetric features including existing edge of pavements, centerlines of roads, curbs and gutters, sidewalk, parking lots edges, signs, striping, signal cabinets, drainage structures, etc.
 - ❖ Field survey existing storm drainage systems (types, sizes, inverts, and end

treatments)

- ❖ Field survey for front or rear property evidence, whichever applicable.
 - ❖ Develop a Digital Terrain Model (DTM) in electronic format
 - ❖ Prepare property database in electronic format
 - ❖ Utility locate is needed from Georgia One-Call Center to request utility owners to mark their facilities in the field. Survey should pick up all underground markings by utility owners and any above ground utilities including but not limited to poles, risers, boxes, valves, manholes, vaults, traffic pull boxes, etc.
 - ❖ Develop composite utility drawings utilizing above-ground information surveyed in conjunctions with the utility field marks. Plans should depict connectivity for utility poles, sanitary sewer and storm drains.
- Phase 3: Construction Plans & Bid Documents, separate for each Project Location
 - ❖ Utilizing the survey from Phase 2, develop construction plans including but not limited to:
 - Cover sheet
 - Index
 - Typical Sections
 - Cut/Fill limits
 - Right of way and / or easement areas (*to be included on mainline plans*)
 - Drainage profiles
 - Driveway profiles
 - Plan sheets
 - Signal modifications (*if necessary*)
 - Signing and marking plans (*consider including on mainline plans to reduce sheets*)
 - Utilities plans (*consider including on mainline plans to reduce sheets*)
 - Erosion control plans
 - ❖ Drainage analysis of new storm sewer construction and where it ties to existing drainage.
 - ❖ The City will coordinate with utility companies.
 - ❖ Approval required from Gwinnett County DOT
 - ❖ Plans should be designed to be constructed within the existing right of way and avoid utilities where possible. Separate Right of way plans are not required. If right of way or easements are needed, areas will be included on the mainline plan sheets. Preparation of right-of-way plats for parcels requiring R/W or permanent easements. Preparation of legal descriptions.
 - ❖ Address review submittals
 - ❖ Bid Document package, including construction plans, specifications, bidding details and bid cost worksheet for contractors.
 - Phase 4: Miscellaneous Services at an hourly rate including but not limited to:
 - ❖ Provide 7 day letters, as needed
 - ❖ Provide responses to questions during the bidding and construction phases, as needed
 - ❖ Provide plan revisions, as needed

CONTRACTOR Deliverables to CITY

Phase 1: Concept Report & Plan – one for each location

Phase 2: Survey – one for each location

- Two (2) full size layouts of the survey including property information
- All electronic and hardcopies of all related project files

Phase 3: Construction Plans & Bid Documents – one set for each location

- Two (2) full size sets of construction plans and two half size sets
- PDFs of final plans including any construction details or standards
- Construction Cost Estimate including excel spreadsheet of bid items
- Bid Document for advertising for Construction Bids, including construction plans, specifications and bid worksheet for contractors
- All electronic and hardcopies of all related project files, including staking files

ITEMS to be provided by CITY

- GIS data including contours, property information and aerial imagery
- Any final plats along the corridor

Payment Milestones

The financial proposal will be a lump sum fee per phase. Payment will be issued based on the following phased milestones:

Phase 1: Concept & Project Plan

- Up to 50% Based on an in-house review of reports, one for each Unit
- Up to 100% At approval by PTC staff and GCDOT, one for each Unit

Phase 2: Survey

- Up to 100% At final acceptance of survey

Phase 3/4: Construction Plans for both Units

- Up to 50% Based on an in-house review of plans and cost estimates to be used for utility coordination
- Up to 80% Based on an in-house review of plans and cost estimates to be used for RW negotiations
- Up to 100% At construction bidding

Request for payment must include:

- Peachtree Corners Project Number
- Total amount due per phase
- Total previously earned
- Total earned to date
- Summary of work completed
- Summary of work to be completed

the all local codes and ordinances (where applicable), the applicable guidelines of the American Association of State Highway and Transportation Officials, current edition, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Roads and Bridges, current edition, Agreement schedules, and applicable guidelines of the Georgia Department of Transportation.

The CONTRACTOR agrees that all reports, plans, drawings studies, specifications, estimates, maps, computations, computer diskettes and printouts and any other data prepared under the terms of this Agreement shall become the property of the City. This data shall be organized, indexed, bound and delivered to the City no later than the advertisement of the PROJECT for letting. The City shall have the right to use this material without restriction or limitation and without compensation to the CONTRACTOR.

The CONTRACTOR shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on behalf of the City pursuant to this Agreement. The CONTRACTOR shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the designs, drawings, specifications, and other services furnished for this Agreement. All revisions shall be coordinated with the GDOT and CITY prior to issuance. The CONTRACTOR shall also be responsible for any claim, damage, loss or expense that is attributable to errors, omissions, or negligent acts related to the designs, drawings, and specifications pursuant to this Agreement.

For each "Phase" enumerated in "Design Specifications and Guidelines," the fees shall be paid for such phase as provided however, CONTRACTOR agrees that fees are earned pursuant to the WORK performed, which in no event shall exceed the amount set forth in the attached Fee Schedule and which hourly rate shall in no event exceed that provided in the Contract Agreement. Accordingly, invoices shall be submitted pursuant to completion of the Work performed based upon percentage completion of the relevant Phase.

Attachments to Contract: RFQ 2015-001

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: VICE PRESIDENT

Name: _____

Name: Ronald W Stewart

Date: _____

Date: 8/13/15

Action Item
Greg Ramsey

Four intersections
on Peachtree
Parkway



September 8, 2015

Mr. Greg Ramsey, P.E.
Director of Public Works
147 Technology Parkway
Suite 200
Peachtree Corners Circle, GA 30092

RE: Traffic Engineering Services and Concept Layouts – SR 141 intersection improvements at Spalding Drive, Peachtree Corners Circle, the Forum and East Jones Bridge Road

Dear Mr. Ramsey:

Wolverton & Associates, Inc. (W&A) is pleased to submit this traffic engineering services scope and preliminary fee estimate for the Traffic Engineering Study and Concept Drawings for the following intersections in the City of Peachtree Corners.

- SR 141 at Spalding Drive
- SR 141 at Peachtree Corners Circle
- SR 141 at The Forum
- SR 141 at East Jones Bridge Road

This scope of services is based upon the analysis of utilizing the Michigan Left turns concept, for the above listed intersections. Another term utilized for this type operation in median U-turns, which is the term that will be utilized throughout this proposal. The Forum intersection at SR 141 is not a critical intersection and is not currently operating at an unacceptable level of service (LOS), it was included in this analysis due to its proximity to the both Peachtree Corner Circle and East Jones Bridge Road. If median u-turns are implemented at Peachtree Corners Circle and at East Jones Bridge Road along SR 141, due to the reduction of phases at these intersections, The Forum intersection will not be able to operate with its current configuration. Thus, The Forum intersection will need to be analyzed as part of a corridor analysis.

The operation of Peachtree Corners Circle west of SR 141 through the Forum driveway will also need to be analyzed since any changes to the SR 141 intersection will impact the queues, delay and turning movements in this area of Peachtree Corners Circle. The potential of a new signal at the forum as well as the potential of a new raised median in this section will be considered.

This analysis will look at the impacts to SR 141 as well as the approaches at these four (4) intersections.

This Scope is based on the following Scope of Services:

1. Conduct a site visit to understand traffic patterns and operational issues COMPLETED as part of RTOP
2. Obtain weekday AM and PM peak period turning movement counts for the study intersections (Spalding Drive, Peachtree Corners Circle, The Forum and East Jones Bridge Road). The most

recent RTOP counts are two or more years old and prior to the opening of the development on the east side of the Forum.

3. Obtain from the City the Traffic Impact Study for the proposed development on the east side of SR 141 opposite the Forum. Incorporate the proposed traffic onto the roadway network.
4. Utilize traffic history to determine growth rate and coordinate with the City for concurrence.
5. Grow the traffic volume to develop future traffic volumes for 2021. These potential solutions will need to be able to handle the traffic for at least 5 years, but also be able to operate when queues along SR 141 from Johns Creek impact this area as well as when queues from the Holcomb Bridge Road area.
6. Crash data would not be collected nor analyzed as part of this phase.
7. Analyze the Median u-turn alternatives for the signalized intersection between Spalding Drive and East Jones Bridge Road using Synchro.
8. Meet with the City to discuss the analysis results.
9. Prepare a traffic report outlining the results of the analysis.
10. Develop Concept level drawings showing the proposed geometry of these intersections and median treatment along SR 141.
11. Develop a concept level Construction Cost Estimate.

COST AMOUNT FOR SCOPE OF SERVICES

<u>PHASE DESCRIPTION</u>	<u>COST</u>
Traffic Projections, Analysis and Concept Development.....	\$30,000
Concept plan Layout	\$10,000
Total Cost.....	\$40,000

Assumptions:

- Only analyzing the Median u-turn scenarios. This is not a comprehensive corridor study looking at a long list of potential improvements.
- GDOT approval of the traffic projections will not be required.
- Not developing numerous scenarios at each intersection. One round of comments and revisions after the initial analysis results meeting with the City (item 8 above).
- GEPA/NEPA documentation will not be required.

Exclusions to this scope of work shall be as follows:

1. Traffic Volume Diagrams, per GDOT standards
2. Concept Report
3. Public Meetings
4. Preliminary/Final Engineering Plans
5. Environmental Studies
6. Crash Data collection and analysis

Mr. Greg Ramsy, P.E.
September 8, 2015
Page 3

We sincerely appreciate this opportunity and look forward to serving your needs.

Sincerely,

Wolverton & Associates, Inc.

A handwritten signature in black ink, appearing to read "Todd DeVos", written over a horizontal line.

Todd DeVos, P.E., PTOE
Director of Traffic

TD:jmd

Action Item
Greg Ramsey

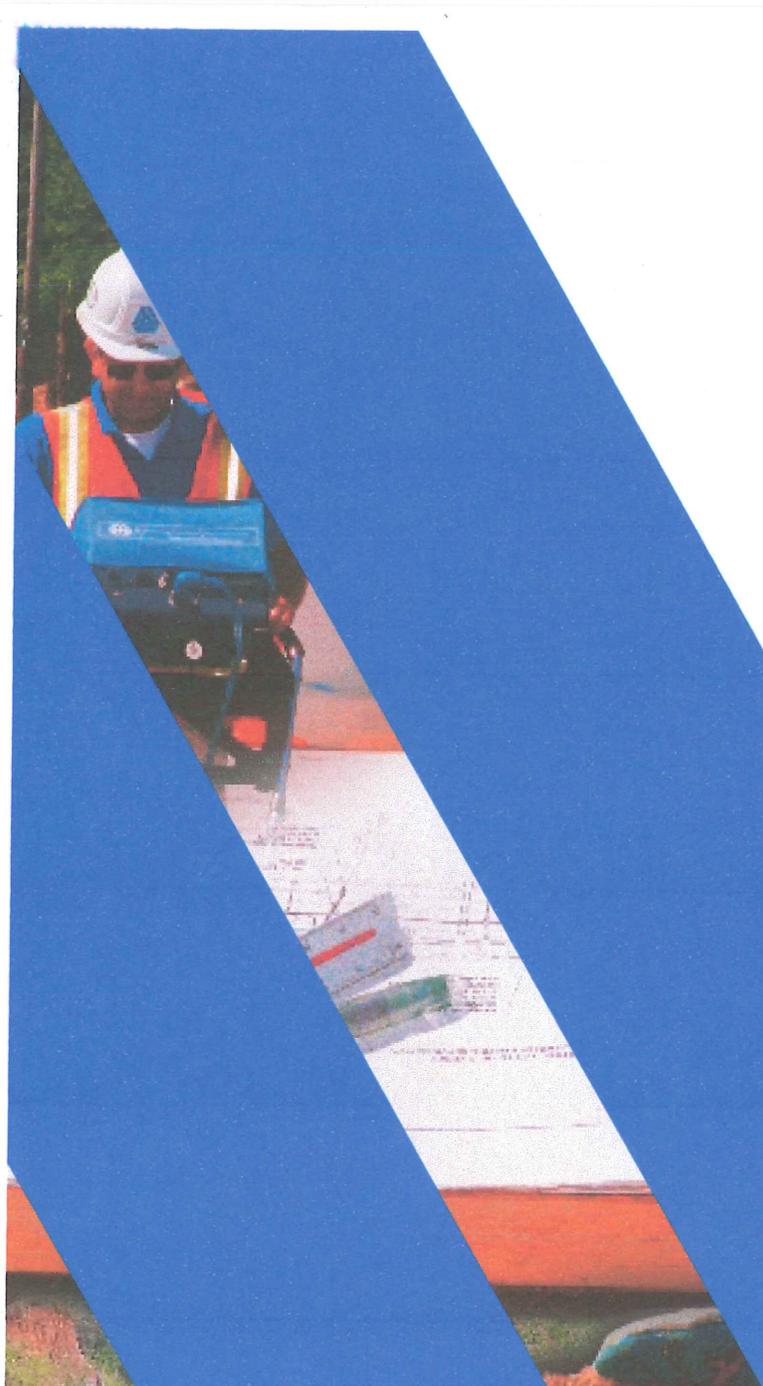
Resurfacing
Program

PROPOSAL

for

**Mr. Gregory Ramsey, P.E.
City of Peachtree Corners**

**Materials Testing Services
Resurfacing Project
Peachtree Corners,
Georgia**



We're here for you

UNITED CONSULTING



We're here for you

UNITED CONSULTING

September 30, 2015

Mr. Gregory Ramsey, P.E.
City of Peachtree Corners
147 Technology Pkwy
Suite 200
Peachtree Corners, Georgia 30092

Via email: gramsey@peachtreecornersga.gov

Project: Proposal for Materials Testing Services
 Resurfacing Project
 Peachtree Corners, Georgia
 Proposal No.: 2015.1008.01

Dear Mr. Ramsey:

It is a pleasure to serve you. United Consulting appreciates the opportunity to assist you and the **City of Peachtree Corners** with materials testing services on the **Resurfacing Project**. Included in the proposal is a brief outline of the anticipated services, a description of our personnel, and the applicable unit and hourly fees.

SCOPE OF SERVICES

As we understand, the project includes, but is not limited to, the required asphaltic concrete patching, milling, leveling and resurfacing of the existing pavement on the residential streets within the City of Peachtree Corners.

We will provide a desk review of any mix designs or Job Mix Formulas that are proposed for use on the project. This review will be to verify that the mix proposed meets the minimum standards of GDOT.

During pavement placement, our GDOT approved Roadway Testing Technician (RTT) will visit the site and provide compaction testing using the nuclear gauge. If needed, the RTT will assist the contractor in developing a rolling pattern for the materials being used. Field testing will be performed in general accordance with the GDOT Standards.

When on site, the RTT will sample the asphalt materials and transport the samples to the United Consulting laboratory. In the laboratory we will use the ignition oven to extract the bitumen from the mix and then perform a gradation analysis on the aggregates. The gradation and asphalt

content values will be compared to the Job Mix Formula. If the asphalt is found to be outside the limits of the allowable deviation from the Job Mix Formula, United Consulting will notify the City of Sandy Springs and discuss the possible course of action to take.

All field and laboratory test results will be reviewed and submitted by an experienced Project Manager with training and experience in asphalt materials testing. The Project Manager will also be the point of contact for United Consulting and will ensure the work is being performed in a timely manner and in accordance with the project specifications.

If any subgrade work is need prior to asphalt placement, United Consulting will monitor fill placement, collect proctor samples, and run in-place density tests as needed on fill and backfill on the roadway.

Not included in our Scope of Services or our Compensation is coring of the asphalt after placement. It is recommended that no coring be performed in the completed surface course asphalt unless there are extenuating circumstances, such as a sample not meeting the gradation or asphalt content requirements. We have provided a line item budget amount for coring should these services be required; however we have not included any coring in our budget range.

Our work does not include the supervision or direction of the actual work of the contractor, his employees or agents, and the contractor should be so advised. The contractor should also be aware that neither the presence of our field representative nor the observation and testing by our firm should excuse him in any way for defects discovered in his work.

Our personnel should be scheduled by 4:00 p.m., the day prior to when the work will be needed to ensure that our personnel will be on site when requested. We will not be on site unless scheduled by your representative.

COMPENSATION

The actual compensation will be according to the unit rates provided below.

Project Manager	\$125.00/hour
Technician.....	\$65.00/hour
Extraction/Gradation.....	\$150.00/each
Standard Proctor.....	\$110.00/each
Clerical Services	\$55.00/hour
Service Coordinator	\$60.00/hour
Mileage	\$0.58/mile
Asphalt Coring.....	\$300.00/event

This is a partial list of our fees which includes items frequently encountered on projects similar to this one. Should additional services be requested that are not included in the above unit fees, we will contact you to discuss. The hourly rates are for portal-to-portal time. Overtime, more than 8 hours per day or Saturdays, Sundays or holidays, will be at the regular rate times 1.50.

Overtime rates will also be effective if our personnel are requested for services after 4:30 p.m. We will be on site only when requested by your designated contact.

To authorize us to proceed with the proposed work, please execute the enclosed acceptance copy of this proposal with any exceptions or special conditions listed on it. Please note that the General Condition sheet is an integral part of this contract.

You may authorize us by issuing a purchase order. If you do, please cross out the wording that does not apply to service contracts and reference this proposal.

We appreciate your consideration of United Consulting for this project, and we look forward to our participation.

Sincerely,

UNITED CONSULTING



Jay Paul B. Gapuzan
Project Manager



Jay Ashtiani
Executive Vice President



Reza Abree
CEO/President

JG/JA/RA/jel

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PROPOSAL ACCEPTANCE SHEET

Proposal No. 2015.1008.01

Date September 30, 2015

Project Name Resurfacing Project

Project Location Peachtree Corners, Georgia

Project Description Materials Testing Services

Invoice to be Paid by

Firm _____ Federal ID# _____
Address _____
City/State _____ Zip _____
Contact _____ Phone _____
Mobil _____ Fax _____ e-mail _____

Approval of Charges (if different from above)

Firm _____ Federal ID# _____
Address _____
City/State _____ Zip _____
Contact _____ Phone _____
Mobil _____ Fax _____ e-mail _____

Property Owner Identification (if other than above)

Firm _____ Federal ID# _____
Address _____
City/State _____ Zip _____
Contact _____ Phone _____
Mobil _____ Fax _____ e-mail _____

Payment Terms Compensation for services rendered will be in accordance with the proposal referenced above. Invoices will be issued monthly. Payment is due upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law will be applicable if payment is not made within 30 days after invoice date. Client will also pay any cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney-at-law.

Proposal Acceptance The Terms and Conditions of this Proposal, including the Terms on this page and the Contract Conditions attached are:

Accepted this _____ Day of _____, 2015.

Print or type individual, firm or corporate body name

Signature of authorized representative

Print or type name of authorized representative



Please return Proposal Acceptance form to:
United Consulting
625 Holcomb Bridge Road
Norcross, GA 30071



TERMS AND CONDITIONS

1. SERVICES

The services provided by our company are intended for the sole benefit and use of Client, and no third party beneficiaries are contemplated. Any use of or reliance upon any information provided by our company, by a party other than the Client, shall be solely at the risk of said third party and without legal recourse against our company, or any person or entity affiliated with our company. Any subsequent user shall be expressly notified of this condition before being provided with our work product and our company shall receive advance notice of said use. Client shall indemnify our company for any damages or liability resulting, directly or indirectly, from the unauthorized use of our information or work product. In providing said services, our company will act in the capacity of an independent consultant.

2. WARRANTY AND LIABILITY

A. Standard of Care - Services under this contract will be performed in accordance with that degree of care and skill ordinarily exercised under similar conditions by members of our profession practicing in the same locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made.

B. Scope of Work - Our company will not be obligated to perform services not authorized in a contract or work order. In the event that any additional, expanded or supplemental work is performed by our company, or in the event that the work performed by our company extends beyond the duration originally contemplated in the initial contract or work order, Client agrees that said work shall have conveyed a material benefit upon Client and that Client shall therefore be obligated to provide appropriate compensation to our company for such work. This latter condition shall apply even in circumstances in which such work has been performed without written authorization but with the knowledge, express or implied, of Client.

C. Limitations of Liability - It is agreed that Client will limit any and all liability for any damage resulting from or in any way related to the services under this Agreement from any cause or causes (which causes include but are not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, expressed or implied, of the Consultant or the Consultant's officers, directors, employees, agents and subconsultants) to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater, notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage. If Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Client's written request at the time of acceptance of this proposal provided that client agrees to pay an additional consideration. The additional charge for the higher liability limits is because of the greater risk assumed. After appropriate evaluation, Client agrees that the limitations set forth in this paragraph are reasonable in light of the nature of the work to be performed by our company, the consequent risks to our company and the compensation to be provided for our company's services.

Under no circumstances shall the Consultant be liable to Client or those claiming by or through Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This paragraph is intended solely to limit the remedies available to the Client and those claiming by or through Client. Nothing in this paragraph shall require the Client to indemnify the Consultant for its liability to third persons not claiming by or through the Client for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Consultant, its agent or employees, or Consultant's indemnitee.

D. Indemnity - The Client agrees to defend, indemnify, and hold our company harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by our company's performance of service hereunder and/or performance of any of our company's employees and agents, except for injury or loss caused by the negligence or willful misconduct of our company and/or any of its employees and agents.

E. Claims - The parties agree to attempt to resolve any dispute without resort to litigation. In the event that Client makes a claim against our company and/or any of its employees and agents, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services and Client fails to prove such claim, then the Client shall

pay all costs incurred by our company and/or any of its employees and agents in defending against the claim. Such costs include, but are not limited to personnel-related costs, attorney's fees, court costs and other claim-related expenses. Notwithstanding anything to the contrary in any written agreement or work order, Client agrees that our company shall not be required to submit to binding arbitration in any forum. However, our company may require that any dispute be submitted to mediation of a type to be negotiated in good faith between the parties. The costs of such mediation shall be shared equally between Client and our company.

F. Environmental Liability - Client agrees, to the maximum extent permitted by law, to defend, hold harmless and indemnify our company from any claims, liabilities or judgments relating to toxic or hazardous substances, except to the extent that said claims, liabilities and judgments shall be determined to be attributable to our company's sole negligence or willful misconduct. This indemnification clause shall apply, without limitation, to claims involving:

- * Our company's management or handling of toxic or hazardous substances;
- * Our company's alleged violation of Federal, State or Local statutes or regulations pertaining to toxic or hazardous substances;
- * Allegations that our company's operations for Client are covered by the Resource Conservation and Recovery Act of 1976 as amended (RCRA) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (CERCLA);
- * Any third party suit or claim for personal injury or property damage arising from exposure to or release of toxic or hazardous substances from the project site.
- * Any toxic or hazardous substance or waste existing on a portion of a work site not investigated or sampled by our company.

3. INSURANCE

Our company agrees to maintain statutory workers' compensation coverage, employer's liability, general and automobile liability insurance coverage, and professional liability insurance coverage. Certificates can be issued upon request identifying details and limits of coverage as mutually agreed upon between the parties. No insurance coverage shall be maintained or provided by our company for projects involving single-family residences. Our company shall not be required to add Client as an additional insured under our Professional Liability policy.

4. NON-SUPERVISORY CAPACITY

Our company shall not have any duty or authority to direct, supervise or oversee any Client personnel, contractors or subcontractors. Consultant's presence shall not relieve other parties of their responsibilities. Our company shall not be liable for failure of Client or contractors to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend our company against any claims arising out of such failures. Should our company provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and these requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

5. PROTECTION OF PROPERTY

It shall be the responsibility of the Client or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to field tests or boring locations. Our company will take reasonable precautions to prevent damage to property. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on the plans furnished to us or which were mislocated by a subsurface utility owner or a utility location service. Client agrees to indemnify and hold harmless our company from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions and for damages to subsurface structures owned by Client or third parties occurring in the performance of the proposed services, whose presence and exact locations were not revealed to us in writing, and to reimburse us for expenses in connection with any such claims or suits, including reasonable attorney's fees.



We're here for you

UNITED CONSULTING



6. GOVERNMENT PERMISSION; PROTECTED SPECIES

It shall be the responsibility of the client to obtain any governmental clearances, approvals or permissions relating to the clearing or grading of a site, or any work to be performed by our company at a site. Our company shall not be responsible for any damages or liabilities arising from failure to obtain such clearances, approvals or permissions. Our company shall not be responsible for any damage to protected animal or plant species located at a work site.

7. RIGHT OF ENTRY

Unless otherwise specified, the Client will furnish our authorized representative and their equipment the right-of-entry to the job site to perform the work. Reasonable precautions will be taken to minimize damage to the land from use of our equipment. If the Client desires us to restore the land, the cost will be added to the fee. Client shall be responsible for any damages or liabilities, including appropriate legal fees, arising from failure to provide an adequate right-of-entry prior to commencement of our services.

8. FIELD MONITORING AND TESTING

Client agrees that our company will be expected to make on-site observations appropriate to the construction stage. The Client further agrees that our company is not responsible for the contractor's means, methods, techniques, sequences or procedures of construction, and it is understood that the field services provided by our company will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the conducting of tests by the geotechnical consultant to verify substantial compliance with the plans, specifications, and design concepts. Continuous monitoring by our employees does not mean that our company is observing placement of all materials or assumes any responsibility or liability for placing or directing placement of materials. Our company shall not be responsible for work to be performed at or in relation to the work site without the presence and participation of one of our representatives.

9. UNFORESEEN CONDITIONS

Our company is not responsible for any conditions at the work site which were either different in some way from sample conditions, or were not reflective of a different sampling or evaluation time period. In the event that unforeseen conditions are encountered at a site which could significantly alter the scope and nature of our services, or increase the risk involved in providing such services, our company will attempt to promptly consult with client concerning the best course of action. Possible actions might include modifications to the Scope of Services or unilateral termination of the contract by our company. Our company will exercise its sole judgment where risks to our personnel are a consideration.

10. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations, described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, we reserve the right to deviate a reasonable distance from the locations specified.

11. SAMPLE DISPOSAL

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests, and other drilling samples or specimens will be disposed of 60 days after submission of our report. Upon written request, we will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

12. HAZARDOUS SUBSTANCES

Client agrees to advise us prior to beginning work of any hazardous substances on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated during our services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment upon request.

13. MOLD AND WATER INFILTRATION

Our company shall not be responsible for any mold, mold-related or water infiltration matters, including any health or safety issues arising therefrom, except to the extent specifically and expressly set forth in the Scope of

Services. Under no circumstances shall our company's mere presence at or involvement with a work site imply a responsibility for mold or water infiltration issues. Our company makes no warranties or guarantees as to the detection or assessment of mold, water infiltration or any health and safety issues arising therefrom. Client understands and acknowledges that any data or assessment relating to mold or water infiltration shall only be valid as to the specific time(s) and locations(s) referenced in our company's work product and that conditions may vary widely between times and locations.

14. CLIENT DISCLOSURE AND RESPONSIBILITY

Client agrees that our company has no responsibility, operational or otherwise, for a site at which hazardous substances or conditions are to be found. It is the sole responsibility of Client to disclose such substances or conditions to the appropriate Federal, State or Local public agency as required by law, and to make any other disclosures that may be necessary to prevent damage to human health, safety or the environment. Client agrees to make any such required disclosures in a timely manner.

15. TERMINATION

In the event that the Client requests termination of the work prior to completion, we reserve the right to complete such analysis and records as are necessary to place our files in order, to cease work in a safe and orderly fashion, and to complete a report on the work performed to date. A termination charge to cover the costs thereof in an amount not to exceed 30% of all charges incurred to the date of the stoppage of work may, at our discretion, be made.

16. DOCUMENTS

All documents generated by our company pursuant to this contract shall remain the property of our company and shall not be shared with or distributed to third parties without the prior authorization of our company. Any third parties who use or rely upon such documents without prior authorization shall do so at their own risk and without liability to our company. Any authorization by our company for the use of our documents by a third party shall be expressly contingent upon the third party being bound by the same Terms and Conditions as Client. Our company may retain confidential file copies of all documents furnished to Client.

17. INFORMATION FURNISHED BY CLIENT

Client will supply our company with all information in Client's possession which may be necessary for the successful completion of the project. Our company may rely upon such information in completing its services under this agreement, but assumes no responsibility or liability for the accuracy of the information. Our company may retain copies of the client - supplied information in its files in order to support its report.

18. OPINION OF COST

All cost estimates supplied by our company in connection with potential environmental, geotechnical, construction-related or other work should be viewed as informal and nonbinding in nature. Such estimates will be based on the experience of our company in dealing with similar work and are intended only to give an approximate idea of the scale and scope of the potential work. Actual costs may vary widely between projects.

19. TESTIMONY AND DISCOVERY

In the event that our company is required to provide testimony at a deposition, hearing or trial as a result of services provided to Client, or is compelled by law to provide information as part of the discovery process, and our company is not a party to the relevant claim or action, Client shall compensate our company for all reasonable expenses involved in the provision of such testimony or information. If our company is required to respond to a discovery request or subpoena relating, directly or indirectly, to our work for Client, our company shall be compensated therefore at our regular hourly rates for this type of response.

20. PRIORITY OVER OTHER DOCUMENTS

Client agrees that the present Terms and Conditions take precedence over any form of writings signed by the parties, including purchase orders, contracts, and work orders. Both client and our company acknowledge that such forms may be issued as a matter of convenience without superseding or affecting the applicability of these terms and conditions. Any ambiguity or conflict, actual or apparent, between these Terms and Conditions and any writing signed by or submitted to our company shall be resolved in favor of our Terms and Conditions.

21. SURVIVAL

All Terms and Conditions relating in any way to indemnification or the allocation of responsibility between the parties shall survive the completion of our company's services and the termination of this agreement.

22. SEVERABILITY

If any provision of this contract is found to be legally unenforceable, the remaining provisions shall remain in full force and effect.

23. ASSIGNABILITY

This agreement may not be assigned by either party without the express permission of the other party.

24. CONSIDERATION

Our company's charges for services rendered are hereby adjusted to reflect any consideration due to Client and Client hereby recognizes this adjustment.

25. INTEGRATION

This contract, and all exhibits and supplemental documents attached hereto, constitute the entire agreement between the parties. This agreement cannot be changed except in writing with the consent of both Client and our company.

26. GOVERNING LAW

This agreement shall be governed in all respects by the laws of the State of Georgia without reference to conflict of law provisions.

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Outreach

United Consulting is committed to supporting our community and those causes that are personal to our employees through monetary contributions, gratis services, and employee volunteers. United Consulting has been fortunate enough to be able to lend a helping hand to organizations for many years, both locally and internationally.

- King Papers, The Community Foundation for Greater Atlanta, Inc.
- Habitat for Humanity - Gwinnett
- American Diabetes Association
- 100 Black Men of America - Atlanta Chapter
- Georgia Tech Foundation
- American Red Cross
- The Atlanta Two-Day Walk for Breast Cancer
- The Dream House for Medically Fragile Children
- The Tree House Gang - DeKalb Medical Center
- Atlanta Food Bank - Atlanta, Georgia
- U.S. Marine Corps Reserve Toys for Tots Program
- Save the Children
- The Salvation Army Angel Tree
- Atlanta Union Mission
- Hosea's Feed the Hungry & Homeless
- Atlanta Commission on Women
- Cookies for our Troops - Girl Scouts of America
- Friends of DeKalb
- Habitat for Humanity
- Hope for Children
- Cystic Fibrosis Foundation
- Lance Armstrong Foundation
- Special Olympics of Georgia
- Greening Youth Foundation
- ACEC of Georgia
- Children's Healthcare of Atlanta
- American Cancer Society - Susan B. Komen
- Heifer International

Bringing Solutions to your Project

Geotechnical Services

Subsurface Soil Investigations
 Geologic Investigations
 Hydrogeologic Assessments
 Foundation Investigations
 Rock Stability Analysis
 Rock Anchor/Bolt Design
 Dam Investigations/Design
 Dam Breach Analysis
 Pile/Caisson/Foundation Load
 Test/Design/Analysis/Construction
 Monitoring
 Slope Stability Analysis
 Tunnel Design
 Soil Nailing Design
 Value Engineering
 Failure Investigations
 Pavement Evaluation/Design
 Bridge Foundation Investigations
 Retaining Wall Foundation
 Investigations
 MSE Wall Design
 Air-Track or Hydraulic Drilling Moni-
 toring Prior to Blasting
 Pressuremeter/Dilatometer/
 Diezocone Testing
 Various Instrumentation Monitoring

Environmental Services

Phase I - Site Assessments
 Phase II - Contamination Assessments
 Brownfields Assessment
 Brownfields Remediation
 Corrective Action Plans
 Asbestos, Lead-Based Paint, & Mold
 Consulting Services
 Underground Storage Tanks
 Indoor / Outdoor Air Quality
 Assessment & Analysis
 Industrial Hygiene Services
 Groundwater / Surface Water
 Modeling & Analysis
 Pumping Tests
 Landfill Services
 Health & Safety Services
 Plume Dispersion Modeling
 Title V and 112(r)
 Emission Control Systems
 NPDES (National Pollution Discharge
 Elimination System)

Subsurface Utility Engineering

Quality Levels A, B, C, D
 Ground Penetrating Radar
 SUE Surveying / Surface Geophysics

Geophysical Services

Geologic Mapping
 Pre- and Post- Construction
 Surveys
 Seismic Refraction Surveys &
 Reflection Surveys
 Vibration Monitoring
 Earth Resistivity
 Geophysical Instrumentation
 Downhole Surveys
 Review of Blasting Programs
 Earthquake Risk Assessment
 Shear Wave Analysis

Inspection Services

Property Condition Survey
 Replacement & Reserve Analysis
 Repair Cost Estimates
 Visual Documentation
 Plan & Spec Review
 Construction Draw Inspections
 Contract Administration
 Pre-acquisition Survey
 Construction Monitoring
 Alternatives Evaluation
 Roof System Inspection

Materials Testing

Complete Mortar & Masonry Testing
 In-place Density Testing
 Foundation Testing
 Asphalt/Concrete Testing & Batch
 Plant Inspections
 Magnetic Particle, Ultrasonic, &
 Radiographic Testing
 Special Inspections
 Failure Investigations
 Monitoring Post-Tension Operations
 Floor Flatness and Levelness
 Determinations (Dipstick)
 Moisture Testing
 Fire Proofing Testing
 - Portland Based Cement
 - Gypsum Based Cementitious
 Spray
 - Cellulose Insulation

Ecological Services

Streambank Remediation
 Wetlands Services
 Permitting Planning
 Mitigation Planning
 Wildlife Management
 NEPA
 Section 106

02015-10-56

Diana Wheeler

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2015-004 / V2015-009, JAY BIRD ALLEY TOWNHOMES, REQUEST TO REZONE FROM M-1, LIGHT INDUSTRY, TO R-TH, TOWNHOME, AND APPROVE ASSOCIATED VARIANCES ON A 15.76 ACRE SITE LOCATED ON JAY BIRD ALLEY AND PARKWAY LANE, DISTRICT 6, LAND LOT 284, PARCEL 54, PEACHTREE CORNERS, GEORGIA

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on October 20, 2015 and November 17, 2015;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on November 17, 2015 hereby ordain and approve the Zoning Case RZ2015-004 / V2015-009, for the above referenced property with the following enumerated conditions:

- 1. The site shall be limited to 100 attached single-family townhomes with a minimum of 2,400 square feet of heated floor area.**
- 2. The townhome units shall be developed in general conformance with the site plan submitted with this application and prepared by Watts and Browning Engineers dated 8/24/15 (with revisions to meet these conditions and zoning and development regulations).**
- 3. Development shall include no more than one (1) full-access driveway on Parkway Lane as shown on the submitted site plan.**
- 4. Developer shall construct on-site stormwater detention facilities to meet the standards of the Gwinnett County Stormwater Ordinances.**
- 5. All stormwater facilities shall be owned and maintained by the Homeowner's Association in accordance with the Gwinnett County Stormwater Ordinances.**
- 6. The developer shall provide minimum five-foot-wide publicly accessible sidewalks along the entire right-of-way along Jay Bird Alley and Parkway Lane.**
- 7. The developer shall provide a minimum five-foot-wide internal sidewalk network that provides access from all buildings on the property to the external sidewalk network along Parkway Lane and Jay Bird Alley, along with pedestrian access to the adjacent parcel to the southeast.**
- 8. The developer shall provide a minimum 10-foot-wide multi-use trail for the entire length of the Colonial Pipeline easement that is located on the developer's property. This path shall include infrastructure for safe bicycle and pedestrian crossing of Parkway Lane, Jay Bird Alley, and the stream in the southern portion of the property.**
- 9. The developer shall provide a central mail box for the subdivision with adequate parking and pedestrian access.**
- 10. A minimum 18" offset shall be provided between the front building elevations and roof lines of adjoining units. No more than four units within a single building grouping shall have the same front setback or roof line.**
- 11.**

- 12. Front elevation materials and colors shall be varied so that none of the units within a single building grouping repeat the same combination of materials and colors.**
- 13. Building setbacks may be reduced to five feet from the back of the sidewalk, provided that direct pedestrian access is in place between the front of units along the perimeter of the site and Parkway Lane.**
- 14. All townhome units located along Parkway Lane shall face (or be designed to appear to face) Parkway Lane. The backs of units shall not be visible from adjoining roadways.**
- 15. Townhouse units and clubhouse building shall utilize brick, stone and/or stucco on all building sides.**
- 16. Except at the entryway to the subdivision, all fences shall be black wrought iron (or equivalent).**
- 17. A tree survey showing the type and location of specimen trees shall be provided and every effort shall be made to preserve specimen trees.**
- 18. Walking trails located within the undisturbed creek area (not including the cleared easement area) shall be soft paths. No heavy equipment shall be used within the undisturbed areas.**
- 19. Construction entrance for the project shall be established on Parkway Lane.**

Effective this 17th day of November, 2015.

So signed and Witnessed

Approved :

this _____ day of _____, 2015

Attest:

Kymerly Chereck, City Clerk

Mike Mason, Mayor

02015-10-57

Diana Wheeler

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP
PURSUANT TO RZ2015-005, EVERLAND, REQUEST TO REZONE FROM R-100,
SINGLE-FAMILY RESIDENTIAL, TO MUD, MIXED-USE DEVELOPMENT, ON A .84
ACRE SITE LOCATED AT 3775 AND 3785, DISTRICT 6, LAND LOT 301, PARCELS
003B AND 003C, PEACHTREE CORNERS, GEORGIA**

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on October 20, 2015 and November 17, 2015;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on November 17, 2015 hereby ordain and approve the Zoning Case RZ2015-005, Everland, subject to the condition that the development of the properties be consistent with the approved Town Center master plan.

Effective this 17th day of November, 2015.

So signed and Witnessed

Approved :

this _____ day of _____, 2015

Attest:

Kymerly Chereck, City Clerk

Mike Mason, Mayor

Diana Wheeler

**Open Space
Preservation
Ordinance**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: October 20, 2015

SUBJECT: Open Space Preservation Ordinance

The Town Center LCI generated a vision for a multi-use trail system that connects jobs to housing primarily through the use of existing utility easements and the floodplain adjacent to creeks and ponds. This means that the development of the 'Peachtree Corners Beltline' will primarily rely on the use of some lands that cannot be developed and other land that would likely have a 'higher and better use' than being part of a trail. The greatest challenge, therefore, with the development of the multi-use trail system lies with the acquisition of property. And the biggest contribution that the City can make toward overcoming this challenge is not through the purchase of land, but in the formulation of incentives that allow private land owners to benefit from having the trail system run through their property.

Such incentives could be incorporated into an 'Open Space Preservation' ordinance. This ordinance would codify the types of benefits that were most recently achieved through zoning conditions in the 4/21/15 Roberts Properties public hearing case. In that situation, Roberts Properties donated .9 acres of land to the DDA and, in exchange, was able to utilize the development rights (density, tree count, etc.) of the donated land on the property it retained. Likewise, an Open Space Preservation ordinance could allow private property owners to donate land (or maintain it in a permanent conservation easement) that would benefit the trail system in exchange for utilizing the development rights on the remainder of their property or on another site (with Council's approval).

The benefit of such an ordinance to property owners and developers is that it would allow them to count property that, in some cases, can't be built on (easements, floodplain) as developable land. And, it could also allow land that is underutilized or vacant to be repurposed in a more economically viable way.

As redevelopment starts to take shape throughout the City's Central Business District, a proactive approach to land acquisition for the multi-use trail may be an option to consider. And certainly any approach that creates value for private property owners without the necessity of expending tax dollars merits the greatest consideration.

The attached example shows the Recall building along with its parking lot and surrounding green spaces. This property was used in the Town Center LCI study as an example of how an existing parking lot could be repurposed into millennial housing; thereby, bringing residences close to jobs. The parking lot to be repurposed measures approximately 2.5 acres. At the RM-13 zoning rate of 13 units per acre, the parking lot site would yield 34 housing units. However, if the adjoining 6 acre of green spaces were donated to the trail system and their development densities were assigned to the parking lot site, then an additional 78 units could be achieved for a total of 112 housing units on the parking lot site.

DRAFT Regulation excerpt:

Any privately owned land located within an adopted trail system and donated (or preserved through conservation easement) to the trail system may allocate its development rights to another portion of the same property or assign its development rights to another piece of property within the Central Business District, subject to City Council approval.

OPEN SPACE PRESERVATION EXAMPLE: RECALL BLDG/PARKING LOT

SITE
#1: 4 AC. X 13 UNITS/AC. = 52 UNITS
#2: 2 AC. X 13 UNITS/AC. = 26 UNITS
#3: 2.5 AC. X 13 UNITS/AC. = 34 UNITS
TOTAL = 112 UNITS
34 UNITS (SITE #3 ALONE) VS. 112 UNITS (ALL SITES COMBINED)

