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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

January 19, 2016

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) ADMINISTRATION OF OATH OF OFFICE – Administration of Oath of Office to Mayor Mike Mason, Councilmembers Phil Sadd, Alex Wright and Lorri Christopher by Judge Charles Barrett III.

E) MAYOR'S OPENING REMARKS

F) CONSIDERATION OF MINUTES – December 15, 2015

G) CONSIDERATION OF MEETING AGENDA

H) PUBLIC COMMENTS

I) CONSENT AGENDA - No Items

J) PRESENTATIONS AND REPORTS

1. **Recognition** Bob Howard
2. **Diana Wheeler** Staff Activity Report
3. **Greg Ramsey** Staff Activity Report

K) OLD BUSINESS

O2015-12-61 Second Read and Consideration of an Ordinance to amend Chapter 14
Brandon Branham (“businesses”) of the Code of the City of Peachtree Corners, Georgia, in order to amend sec. 14-8 and sec. 14-16 change the due date.

O2015-12-62 Second Read and Consideration of an Ordinance to amend Chapter 6 (“alcoholic
Brandon Branham beverages”) of the code of the City of Peachtree Corners, Georgia, to amend and provide certain definitions; to establish a renewal date.

O2015-12-60
Diana Wheeler

Second Read and Consideration of an Ordinance to Amend Peachtree Corners Zoning Resolution 2012 by adding and modifying definitions regarding Short Term Rental Housing.

L) NEW BUSINESS

1. **APH 2015-09-029**
(Diana Wheeler) Consideration of Approval of an Alcoholic Beverage License Application for Consumption on Premise, Wine & Malt Beverage License for NEC the Forum LLC DBA: Newk's Eatery at 5185 Peachtree Pkwy, Ste 105, Peachtree Corners, GA 30092
2. **Action Item**
(Greg Ramsey) Consideration of Awarding a Task Order from the On Call Consulting Contract for Transportation Engineering Reports for Pedestrian Crossings on East Jones Bridge Road & Winters Chapel Road.
3. **R2016-01-50**
(Diana Wheeler) Consideration of a Resolution to Approve the Grant of Ingress, Egress, and Reciprocal Easements and Restrictions Agreement for the Town Center Property and to authorize the Mayor to Execute the Agreement and any associated documents.
4. **R2016-01-51**
(Diana Wheeler) Consideration of a Resolution of the City of Peachtree Corners, Georgia to authorize the Mayor to sign all closing documents associated with, and required for, the sale of Town Center property to Fuqua Acquisitions II, LLC., as well as the acquisition of Town Center land from the City of Peachtree Corners Downtown Development Authority.
5. **O2016-01-63**
(Diana Wheeler) First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2015-006, Adult Day Care Center, for a special use permit to allow an adult day care center in an M-2, Heavy Industry, zoning district on a portion of a 13.1 acre site located at 4350 Peachtree Industrial Blvd. in Dist. 6, Land Lot 268, Parcel 008, Peachtree Corners, GA

M) WORK SESSION

1. **Greg Ramsey** SR 141 median landscaping project
2. **Greg Ramsey** Comprehensive Transportation Plan – proposals from On Call Consultants
3. **Brandon Branham** Geo-Spatial Update
4. **Diana Wheeler** Discussion concerning amendments to noise ordinance for lawn maintenance equipment and trash trucks
5. **Diana Wheeler** Discussion concerning prohibiting bow hunting in residential areas
6. **Diana Wheeler** Discussion concerning limiting M-1 uses within the CBD

N) EXECUTIVE SESSION

O) ADJOURNMENT

Minutes
2015-12-15



CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
DECEMBER 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: Girl Scout Troup 4488 presented colors and led the Pledge of Allegiance.

MAYORS REMARKS: Mayor Mason offered Christmas greetings and well wishes to all.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE NOVEMBER 17, 2015 COUNCIL MEETING.

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

PUBLIC COMMENT: There were no public comments.

PRESENTATIONS AND REPORTS:

Recognition for Sarah Schurr

Mayor Mason recognized Sarah Schurr for her numerous accomplishments which include being honored as one of the Girl Scouts of the USA's 2015 National Young Women of Distinction, the organizations highest honor.

Recognition for Aaron Lupuloff

Mayor Mason recognized Aaron Lupuloff for his accomplishment in attaining the position of Senior Executive Director of the Gwinnett County Public Schools Foundation. Mayor Mason expanded on the fact that Mr. Lupuloff is the type of person who donates anonymously and is unselfish with his time.

Staff Activity Report – Community Development

Mrs. Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of November 16, 2015 – December 11, 2015. These activities included, among other items, meetings with consultants to review the floor plan for the incubator space, town green and multi-use trail, meeting with Fuqua to review future restaurant tenants, and developing and submitting an Urban Forestry Plan for the Green Committee to review.

Staff Activity Report – Public Works

Mr. Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with December 8, 2015. These activities included, among other items, attending the Gwinnett County Soil and Water Conservation District meeting, Staff training for Stormwater, Illicit Discharge and Spill Containment, construction review on Winters Chapel Road, and meeting with the Bridge Committee.

OLD BUSINESS:

O2015-11-58

Second Read and Consideration of an Ordinance to amend the City of Peachtree Corners Property Maintenance Code Chapter 3, Sec. 302.4, Yards, in order to require the maintenance of right-of-way immediately in front of private property; repealing conflicting regulations, and setting an effective date.

MOTION TO APPROVE O2015-11-58.

By: Council Member Sadd

Seconded: Council Member Christopher

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

O2015-11-59

PH2015-007 Second Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Resolution, Art. XIII, by adding Sec. 1319, Trails and Open Space, along with a 'T-O' zoning map classification.

MOTION TO APPROVE O2015-11-59.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

NEW BUSINESS:

APH 2015-09-026

Consideration of Approval of Alcoholic Beverage License Application for Karim Investments LLC DBA: Shell Food Mart at 6405 Peachtree Industrial Blvd, Peachtree Corners GA 30092.

MOTION TO APPROVE APH-2015-09-026.

By: Council Member Aulbach

Seconded: Council Member Gratwick

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

R2015-12-47

Consideration of a Resolution to Approve the Holcomb Bridge Road Corridor Study Final Report and incorporate it into the 2033 Comprehensive Plan.

MOTION TO APPROVE R2015-12-47.

By: Council Member Sadd

Seconded: Council Member Christopher

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

R2015-12-48

A Resolution reappointing members to the Zoning Board of Appeals.

MOTION TO APPROVE R2015-12-48.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

R2015-12-49

A Resolution reappointing members to the Planning Commission.

MOTION TO APPROVE R2015-12-49.

By: Council Member Sadd

Seconded: Council Member Christopher

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

O2015-12-61

First Read and Consideration of an Ordinance to amend Chapter 14 (“businesses”) of the Code of the City of Peachtree Corners, Georgia, in order to amend sec. 14-8 and sec. 14-16 change the due date. (2nd Read and Public Hearing: January 19, 2016)

O2015-12-62

First Read and Consideration of an Ordinance to amend Chapter 6 (“alcoholic beverages”) of the code of the City of Peachtree Corners, Georgia, to amend and provide certain definitions; to establish a renewal date. (2nd Read and Public Hearing: January 19, 2016)

O2015-12-60

First Read and Consideration of an Ordinance to Amend Peachtree Corners Zoning Resolution 2012 by adding and modifying definitions regarding

Short Term Rental Housing. (2nd Read and Public Hearing: January 19, 2016)

WORK SESSION:

Discussion on the Norcross Cluster School System

Mrs. Mary Kay Murphy, Chairwoman of the Gwinnett County Board of Education informed everyone that the new Norcross High School will be located at 5850 Peachtree Industrial Boulevard. Among other items of interest, Mrs. Murphy stated that the new High School will accommodate 1,500 students, and will be a STEM (Science, Technology, Engineering and Mathematics) school.

Discussion on Partnership Gwinnett

Mr. Nick Mancino, Senior Vice President of Partnership Gwinnett and Mr. Mark Farmer, Director of Entrepreneurship and Information Services for Partnership Gwinnett both gave a brief presentation on what Partnership Gwinnett can and has done for the City of Peachtree Corners. After discussion, it was decided that the Mayor and Council leave the work session and make a motion.

MOTION TO APPROVE A DONATION OF \$20,000.00 TO PARTNERSHIP GWINNETT.

By: Council Member Christopher

Motion dies for lack of second. After discussion another motion was made.

MOTION TO APPROVE A DONATION OF \$30,000.00 TO PARTNERSHIP GWINNETT.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

Mayor and Council go back into Work Session.

Multi-Use Trail Update

Mr. Marco Ancheita of Lord, Aeck, Sargent gave an update on the Multi-Use Trail Study. Among other items, it was determined that there will be approximately six miles of trail within the Tech Park area. A copy of the draft update is available at the City Clerk's office.

Discussion on limiting M-1 uses within the Central Business District

Mrs. Diana Wheeler proposed that an amendment be made to the Zoning Code prohibiting particular uses within the M-1 zoning area for the Central Business District. Mrs. Wheeler listed the uses for the Mayor and Council. After discussion it was determined that Mrs. Wheeler would come back before the Board at the next meeting with the proposed changes.

EXECUTIVE SESSION:

There was no Executive Session.

ADJOURNMENT:

MOTION TO ADJOURN AT 8:45 PM.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)

Recognition

Bob Howard

Recognition

**A DECLARATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
RECOGNIZING ROBERT B. HOWARD FOR HIS NUMEROUS
ACCOMPLISHMENTS**

WHEREAS, Bob Howard has recently retired after 43 years of dedicated service to the Environmental Protection Agency; and

WHEREAS, Bob Howard is an expert in environmental science, has conducted educational stream walks, and has been an active member of the Peachtree Corners Green Committee; and

WHEREAS, Bob Howard has contributed many hours of his personal time to share his knowledge about the environment to the benefit of Peachtree Corners' citizens.

NOW, THEREFORE, BE IT DECLARED by the Mayor and Council of the City of Peachtree Corners that Robert B. Howard is hereby RECOGNIZED for his work and achievements. It is further declared that the City commends Bob for his efforts because they help improve the quality of life in our community.

SO DECLARED AND EFFECTIVE, this the 19th day of January, 2016.

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

Staff Report

D. Wheeler



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: January 19, 2016

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 1/3/16 – 1/15/16.

- A. Meetings with:
 1. Green Committee to coordinate Arbor Day activities (3/19/16)
 2. Fuqua design team to review preliminary engineering drawings for Town Center
 3. Fuqua leasing team to discuss prospective tenant issues.
 4. TSW to refine Town Green plan
- C. Worked with Bridge consultant on 3-D simulation for 1/25 UPCCA presentation
- D. Worked with LAS on preparations for 1/21/16 Multi-Use Trail Community meeting
- E. The following permits were issued:

DATE	Permit #	NAME	ADDRESS	TYPE
		THRASHER ELECTRIC, LLC	3671 RIVER MANSION DR	ELECTRICAL
		WHICH WICH	4880 PEACHTREE CORNERS CIR	RE-ROOF
		CORE ROOFING	5515 SPALDING DRIVE	ELECTRICAL
		OMNI ELECTRICAL SYSTEMS	5025 WINTERS CHAPEL RD STE I	CERTIFICATE OF OCCUPANCY
		VERDANT HYDROPONICS	6402 ATLANTIC BLVD STE 210	CERTIFICATE OF OCCUPANCY
		CARGO ZEAL ATLANTA	6402 ATLANTIC BLVD STE 200&205	CERTIFICATE OF OCCUPANCY
		YUE FEI HEALTH SERVICES	3945 HOLDOMB BRIDGE RD	CERTIFICATE OF OCCUPANCY
		VIF II/ROYAL PEACHTREE CORNERS	3567 PARKWAY LN	RENOVATIONS
		VIF II/ROYAL PEACHTREE CORNERS	3577 PARKWAY LN	RENOVATIONS
		BENCO CONSTRUCTION INC	5059 BRIDGEPORT WAY	REPAIR/GARAGE
		PPOP LLC	5950 CROOKED CREEK RD 135	CERTIFICATE OF OCCUPANCY
		PEACHTREE PARKWAY PROPERTIES	5270 PEACHTREE PKWY STE 119	TEMPORARY SIGN
		CARGO ZEAL ATLANTA	6402 ATLANTIC BLVD STE 200&205	PERMANENT SIGN
		UNITED SIGNS	5270 PEACHTREE PKWY STE 118B	TENANT CHANGE
		GREEN HARBOR ENERGY	3500 PARKWAY LN STE 400	CERTIFICATE OF OCCUPANCY
		SHUMATE MECHANICAL	4333 WHITECAP LN	HVAC
		TWO JIMMY CONSTRUCTION LLC	6750 JONES MILL CT STE D	DEMO
		ATLANTA ELDERLY HOMECARE LLC	4006 HOLCOMB BRIDGE RD STE 200	CERTIFICATE OF OCCUPANCY
		MONICA FENDERSON	3567 PARKWAY LN STE 250	INTERIOR FINISH
		NETWORK INSTALLATION SPECIALISTS	3380 HOLCOMB BRIDGE RD	CELL SITE
		HTHS GROUP	6679 PEACHTREE IND BLVD STE B	CERTIFICATE OF OCCUPANCY
		CITGO (EXPRESS POINT 2 LLC)	3426 HOLCOMB BRIDGE RD	CERTIFICATE OF OCCUPANCY
		WINTER VILLAGE	5025 WINTERS CHAPEL RD STE I	CERTIFICATE OF OCCUPANCY
		ERLICH ELECTRIC	2800 AMWILER RD	CERTIFICATE OF OCCUPANCY

Staff Report

G. Ramsey



MEMO

TO: Mayor & Council
CC: Julian Jackson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: January 19, 2016
SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 01-12-16:

A. Attended the following meetings:

1. GDOT bridge engineering review, 1-5-16
2. Oglethorpe Development, 1-5-16
3. Noble Village final inspections, 1-6-16
4. Deerings Lane intersection, 1-7-16
5. Science Fair Judging, Radloff Middle, 1-13-16
6. Town Center Development, engineering review, 1-14-16

B. Field Services Operations 12-08-15 thru 01-12-16

1. # of Work Orders Initiated = 140
2. # of Fix It App submittals for PW = 20
3. # of Field Generated Work Orders = 120
4. # of Work Orders Completed = 124
5. # of Work Orders Referred to Other Departments = 15
6. Please see below for summaries of Work Orders & Fix-It App submittals

C. Capital Improvement Project updates

1. 15.06 Peachtree Parkway widening at Peachtree Industrial Blvd, construction letting scheduled for April 2016 by Gwinnett DOT
2. 15.01 Winters Chapel Road sidewalks – benches & receptacles installed, project completion anticipated within 2 weeks
3. 15.05 Technology Parkway sidewalks – contract signed 1/13/16, construction should start in February
4. 15.03 Holcomb Bridge Road at Jimmy Carter Blvd – survey completed in December, design and traffic analysis underway now, design completion scheduled for end of February
5. 15.08 SR 141 traffic intersection analysis – kicked off in December
6. 15.11 Roundabout and pedestrian improvements on Peachtree Corners Circle – kicked off in December, survey set to begin within 2 weeks
7. 15.15 Street Resurfacing – finalizing contract, scheduled to begin in February

Work Orders Initiated:

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001355	12/14/2015	Remove Graffiti	Eastbound Jimmy Carter Blvd	Completed	12/14/2015
15-001376	12/16/2015	Repair Pothole	4206 Jones Bridge Cir	Completed	12/16/2015
15-001377	12/16/2015	Repair Pothole	3500 Parkway Ln	Completed	12/16/2015
15-001378	12/14/2015	Remove Trash in R.O.W.	Hwy 141/Peachtree Pkwy/ Jay Bird Aly to Chattahoochee River	Completed	12/11/2015
15-001380	12/16/2015	Remove Object in R.O.W.	6516 Spalding Dr	Completed	12/16/2015
15-001385	12/14/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd North	Completed	12/14/2015
15-001386	12/14/2015	Remove Trash in R.O.W.	Peachtree Industrial Blvd South	Completed	12/14/2015
15-001387	12/14/2015	Remove Trash in R.O.W.	Jones Mill Rd	Completed	12/14/2015
15-001388	12/15/2015	Remove Trash in R.O.W.	Jones Mill Rd	Completed	12/15/2015
15-001389	12/15/2015	Remove Trash in R.O.W.	Triangle at Peachtree Industrial Blvd	Completed	12/15/2015
15-001390	12/16/2015	Remove Brush Debris	South Peachtree St	Completed	12/16/2015
15-001391	12/21/2015	Remove Trash in R.O.W.	90 Jones Mill Spur / Peachtree Corners Cir	Completed	12/21/2015
15-001392	12/20/2015	Remove Deceased Animal	Medlock Bridge Rd / Peachtree Corners Cir	Completed	12/21/2015
15-001394	12/16/2015	Remove Trash in R.O.W.	Hwy 141	Completed	12/16/2015
15-001395	12/16/2015	Remove Trash in R.O.W.	Technology Pkwy	Completed	12/16/2015
15-001396	12/17/2015	High Grass	Virginia Ave @ Florida Ave	Completed	12/17/2015
15-001397	12/17/2015	High Weeds	Peachtree Industrial Blvd	Completed	12/17/2015
15-001398	12/17/2015	Remove Trash in R.O.W.	PIB / Medlock Bridge Rd/ S Old Peachtree Rd	Completed	12/17/2015
15-001399	12/22/2015	Remove Trash in R.O.W.	Governors Lake Pkwy	Completed	12/22/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001400	12/22/2015	Remove Trash in R.O.W.	PIB Northbound	Completed	12/22/2015
15-001401	12/22/2015	Remove Trash in R.O.W.	PIB Southbound	Completed	12/22/2015
15-001402	12/22/2015	Remove Trash in R.O.W.	Holcomb Bridge Rd / PIB	Completed	12/22/2015
15-001403	12/15/2015	Repair Pothole	4605 Jones Bridge Cir	Completed	12/15/2015
15-001404	12/16/2015	Remove Trash in R.O.W.	Hwy 141 / Forum Dr	Completed	12/16/2015
15-001405	12/16/2015	Remove Trash in R.O.W.	Technology Pkwy	Completed	12/16/2015
15-001406	12/16/2015	Remove Trash in R.O.W.	Jay Bird Aly	Completed	12/16/2015
15-001407	12/22/2015	Remove Trash in R.O.W.	Peachtree Corners Cir / Jones Mill Rd	Completed	12/22/2015
15-001408	12/22/2015	Remove Trash in R.O.W.	Hwy 141	Completed	12/22/2015
15-001409	12/22/2015	Remove Deceased Animal	East Jones Bridge Rd	Completed	12/22/2015
15-001410	12/22/2015	Remove Trash in R.O.W.	East Jones Bridge Rd	Completed	12/22/2015
15-001411	12/22/2015	Remove Trash in R.O.W.	West Jones Bridge Rd	Completed	12/22/2015
15-001412	12/22/2015	Remove Trash in R.O.W.	Peachtree Pkwy	Completed	12/22/2015
15-001413	12/22/2015	Remove Trash in R.O.W.	Crooked Creek Rd	Completed	12/22/2015
15-001414	12/22/2015	Remove Trash in R.O.W.	Jay Bird Aly	Completed	12/22/2015
15-001415	12/22/2015	Remove Trash in R.O.W.	Peachtree Corners Cir / Spalding Dr / Holcomb Bridge Rd	Completed	12/22/2015
15-001416	12/22/2015	Remove Object in R.O.W.	Peachtree Corners Cir	Completed	12/22/2015
15-001417	12/22/2015	Remove Trash in R.O.W.	Hwy 141 Paul Duke Gateway	Completed	12/22/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
15-001418	12/22/2015	Remove Trash in R.O.W.	Meadow Rue Dr	Completed	12/22/2015
15-001419	12/22/2015	Maintain Gateway Monument	Hwy 141 Paul Duke Gateway	Completed	12/22/2015
15-001420	12/21/2015	Remove Trash in R.O.W.	Hwy 141 to Chattahoochee River	Completed	12/21/2015
15-001421	12/11/2015	Inspect Damaged Sidewalk	2844 Jones Mill Rd	Completed	12/11/2015
15-001422	12/17/2015	Inspect Water Leak	3501 Parkway Lane	Completed	12/17/2015
15-001423	12/15/2015	Downed AT&T Cable Wire	Spalding Dr / Gunnin Rd	Completed	12/15/2015
16-001424	12/24/2015	Remove Debris in R.O.W.	Lou Ivy Rd @ South Old Peachtree Rd	Completed	12/28/2015
16-001425	12/28/2015	Remove Trash in R.O.W.	Lou Ivy Rd	Completed	12/28/2015
16-001426	12/28/2015	Remove Trash in R.O.W.	Spalding Dr @ Technology Pkwy	Completed	12/28/2015
16-001427	12/28/2015	Remove Trash in R.O.W.	Bush Rd	Completed	12/28/2015
16-001428	12/28/2015	Remove Trash in R.O.W.	Technology Pkwy	Completed	12/28/2015
16-001429	12/28/2015	Remove Trash in R.O.W.	Hwy 141 / E Jones Bridge Rd to Chattahoochee River	Completed	12/28/2015
16-001430	12/28/2015	Secured Sink Hole	6736 Winters Hill Ct	Completed	12/28/2015
16-001431	12/29/2015	Repair Sinkhole	6736 Winter Hill Ct	Completed	12/29/2015
16-001432	12/29/2015	Remove Trash in R.O.W.	5300 Spalding Dr	Completed	12/29/2015
16-001433	12/31/2015	Removed Deceased Animal	South Old Peachtree Rd	Completed	12/31/2015
16-001434	12/31/2015	Remove Trash in R.O.W.	South Peachtree St	Completed	12/31/2015
16-001435	12/30/2015	Tree Limbs Hanging Over R.O.W.	Jay Bird Aly @ Crooked Creek Rd	Completed	12/30/2015
16-001436	12/30/2015	Tree Hanging Over R.O.W.	Technology Pkwy South	Completed	12/30/2015
16-001437	12/31/2015	Repair Pothole	Technology Pkwy	Completed	12/31/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
16-001438	12/31/2015	Replace Street Sign	Lou Ivy Rd @ Bush Rd	Completed	12/31/2015
16-001439	1/4/2016	Remove Object in R.O.W.	Spalding Dr @ Village Walk Dr	Completed	1/4/2016
16-001440	1/4/2016	Remove Object in R.O.W.	Technology Pkwy @ Hwy 141	Completed	1/4/2016
16-001441	12/31/2015	Remove Trash in R.O.W.	South Peachtree St @ Buford Hwy	Completed	12/31/2015
16-001442	12/31/2015	Remove Trash in R.O.W.	Jones Mill Rd @ Mechanicsville Rd	Completed	12/31/2015
16-001443	12/31/2015	Removed Trash in R.O.W.	Peachtree Corners Cir/ Holcomb Bridge Rd/ Jones Mill Rd	Completed	12/31/2015
16-001444	12/31/2015	Remove Trash in R.O.W.	East Jones Bridge Rd	Completed	12/31/2015
16-001445	12/31/2015	Remove Trash in R.O.W.	West Jones Bridge Rd	Completed	12/31/2015
16-001446	12/31/2015	Remove Trash in R.O.W.	Jones Mill Rd / PIB Overpass	Completed	12/31/2015
16-001447	12/31/2015	Remove Trash in R.O.W.	Jones Bridge Cir	Completed	12/31/2015
16-001448	12/29/2015	Removed Deceased Animal	PIB Southbound/ Jones Mill Rd	Completed	12/29/2015
16-001449	12/29/2015	Removed Deceased Animal	PIB Southbound / Jones Mill Rd	Completed	12/29/2015
16-001450	1/4/2016	Removed Deceased Animal	5425 Peachtree Pkwy	Completed	1/4/2016
16-001451	12/5/2015	Remove Peachtree Corners Holiday Decorations	Hwy 141 @ Paul Duke Gateway	Completed	12/5/2015
16-001452	12/4/2015	Stop Sign Down	Crooked Creek Rd/ Holcomb Bride Rd	Completed	12/4/2015
16-001453	12/4/2015	Tree Down in R.O.W.	Peachtree Corners Cir/ Allenhurst Dr	Completed	12/4/2015
16-001454	12/5/2015	Repositioned Street Sign	3975 Holcomb Bridge Rd	Completed	12/5/2015
16-001455	12/7/2015	Replaced Stop Sign	Bush Rd @ Lou Ivy Rd	Completed	12/7/2015

Order Number	Scheduled	Description	Address	Status Type	Completion
16-001456	1/7/2016	Install Street Sign	Hwy 141 South at Forum Dr	Completed	1/7/2016
16-001457	1/7/2016	Install Street Sign	3975 Holcomb Bridge Rd	Completed	1/7/2016
16-001458	1/7/2016	Remove Speed Control Sign	3975 Holcomb Bridge Rd	Completed	1/7/2016
16-001459	1/7/2016	Remove Trash in R.O.W.	East & West Jones Bridge Rd/ Jones Bridge Cir	Completed	1/7/2016
16-001460	1/7/2016	Remove Trash in R.O.W.	Spalding Dr / Spalding Bluff Dr	Completed	1/7/2016
16-001461	1/7/2016	Remove Trash in R.O.W.	Holcomb Way	Completed	1/7/2016
16-001462	1/7/2016	Water Leaking in R.O.W.	6360 Holcomb Way	Completed	1/7/2016
16-001463	1/6/2016	Remove Trash in R.O.W.	Peachtree Industrial Blvd Southbound	Completed	1/6/2016
16-001464	1/6/2016	Remove Trash in R.O.W.	6100 PIB South Interchange	Completed	1/6/2016
16-001465	1/6/2016	Remove Debris in R.O.W.	Hwy 141 South Ramp	Completed	1/6/2016
16-001466	1/7/2016	Remove Trash in R.O.W.	PIB North Access Rd	Completed	1/7/2016
16-001467	1/6/2016	Remove Trash in R.O.W.	5005 Hwy 141 North/ Peachtree Pkwy	Completed	1/6/2016
16-001468	1/7/2016	Remove Trash in R.O.W.	Governors Lake Pkwy	Completed	1/7/2016
16-001469		Tree Limbs Hanging Over R.O.W.	Governors Lake Pkwy	Completed	1/7/2016
16-001470	1/7/2016	Remove Deceased Animal	5180 Peachtree Industrial Blvd	Completed	1/7/2016
16-001471	1/3/2016	Remove Trash in R.O.W.	7140 Peachtree Industrial Blvd Access Rd	Completed	1/3/2016
16-001472	1/5/2016	High Grass	Hwy 141 North / Holcomb Bridge Rd/ to Chattahoochee River	Completed	1/5/2016

Order Number	Scheduled	Description	Address	Status Type	Completion
16-001473	1/5/2016	High Grass	Hwy 141 South/ Holcomb Bridge Rd/ to Chattahoochee River	Completed	1/5/2016
16-001474	1/6/2016	High Grass	PIB N/Holcomb Bridge Rd/Winter Chapel Rd	Completed	1/6/2016
16-001475	1/7/2016	High Grass	PIB South/ Holcomb Bridge Rd/ Winter Chapel Rd	Completed	1/7/2016
16-001476	1/7/2016	High Grass	PIB/ Medlock Bridge Rd/ South Old Peachtree Rd	Completed	1/7/2016
16-001477	1/8/2016	Remove Trash in R.O.W.	Jones Mill Rd/ Mechanicsville Rd/ Buford Hwy	Completed	1/8/2016
16-001478	1/8/2016	Remove Trash in R.O.W.	Peachtree Corners Cir/ Holcomb Bridge Rd	Completed	1/8/2016
16-001479	1/8/2016	High Grass	Jay Bird Aly @ Spalding Dr	Completed	1/8/2016

Work Orders Referred To Other Departments:

Date Created	Request Type	Address	Status Type	Referred To Other Departments
12/10/2015	Crushed Catch Basin Lid ID# 193188 & ID# 200339	6018 Spalding Dr. just West of The Creek (Crooked Creek)	In-Progress	GWDWRS Work Request 15-009214
12/11/2015	Sidewalk Broken/Cracking	2844 Jones Mill Rd	In-Progress	Gwinnett County DOT Service Request # 882624
12/15/2015	Compaction Failure on Sewer Line	6726 Winters Hill Ct	In-Progress	GWDWRS Work Request 15-010225
12/16/2015	Sewage smell detected from nearby sewer manhole that has two holes open	6430 Windsor Trace Dr Crooked Creek Rd/ Corners Pkwy	In-Progress	GWDWRS Work Request 15-010248
12/17/2015	Water leak (service line)	3501-3507 Parkway Ln	In-Progress	GWDWRS Work Request 15-010365
12/29/2015	Pothole ID # 203393	5630-5638 Spalding Dr	In-Progress	Gwinnett County DOT

Date Created	Request Type	Address	Status Type	Referred To Other Departments
12/30/2015	Street Light Outage	4310 Gunnin Rd	In-Progress	Georgia Power Service Request #1966856
12/30/2016	Pothole	South Old Peachtree Jimmy Carter Blvd	In-Progress	Georgia DOT
01/04/2016	Delayed Traffic Signal	5500 Peachtree Pkwy	In-Progress	Georgia DOT
01/06/2016	Delayed Traffic Light Signal	4500 Peachtree Corners Cir and 5600 West Jones Bridge Rd	In-Progress	Gwinnett County DOT Service request 885743
01/07/2016	Pothole	5600 Spalding Dr	In-Progress	Gwinnett County DOT Service request
01/07/2016	Pothole	3170 Reys Miller Rd & PIB	In-Progress	City of Norcross
01/08/2016	Street light modification	4809 Jones Bridge Cir	In-Progress	Georgia Power Service Request # 1969445
01/08/2016	Traffic Sensor Adjustment	6193 Spalding Dr. & 4034 Heathwood Lane (Spalding Corners Subdivision)	In-Progress	Gwinnett County DOT
01/11/2016	Pedestrian Traffic Control Device Down	5500 Peachtree Pkwy	In-Progress	Gwinnett County DOT Service request # 205724

02015-12-61

B. Branham

AN ORDINANCE TO AMEND CHAPTER 14 (“BUSINESSES”) OF THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, TO CHANGE DUE DATES AND REPEAL CONFLICTING PROVISIONS

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

WHEREAS, Chapter 14 (“Business”) of The Code of the City of Peachtree Corners, Georgia, currently mandates businesses to file a final return on their gross receipts no later than February 15; and

WHEREAS, the Mayor and Council desire to mandate businesses to submit their gross receipts no later than March 31; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Peachtree Corners, Georgia that the City’s Code of Ordinances be amended as follows:

SECTION 1: Section 8 of Chapter 14 (“Businesses”) of The Code of the City of Peachtree Corners, Georgia, is hereby amended as follows:

...

Section 14-8. Submission of final return showing gross receipts required, procedures where tax overpaid or underpaid; refunds.

(a) Not later than ~~February 15~~ March 31 or the established due date, the owner or responsible official for each business subject to an occupation tax shall file in the format specified by the City of Peachtree Corners or its designee a final return setting forth the total amount of gross receipts for the business during the immediately preceding year.

SECTION 2: Chapter 14(“Businesses”) of The Code of the City of Peachtree Corners, Georgia, is further amended as follows:

...

Sect. 14-16. When tax due and payable; penalties.

...

(f) Dates. Unless otherwise provided for in this chapter, the following deadlines are applicable:

(1) Final returns or applications for renewal of occupation tax certificates are due not later than ~~February 15~~ March 31 or on the date specified by the City of Peachtree Corners or its designee. The City of Peachtree Corners or its designee may establish different due dates for the various tax classes, however in no event shall the date be set prior to ~~February 15~~ March 31.

SECTION 3: *Repeal of Conflicting Provisions.* All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

SECTION 4: *Severability.* Should any court of competent jurisdiction declare any section of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

SECTION 5: The provisions of this Ordinance shall become and be made a part of The Code of the City of Peachtree Corners, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

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

APPROVED:

Mike Mason, Mayor

ATTEST:

APPROVED AS TO FORM:

Kym Chereck, City Clerk

William F. Riley, City Attorney

(Seal)

02015-12-62

B. Branham

AN ORDINANCE TO AMEND CHAPTER 6 (“ALCOHOLIC BEVERAGES”) OF THE CODE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, TO AMEND AND PROVIDE CERTAIN DEFINITIONS; TO ESTABLISH A RENEWAL DATE

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

WHEREAS, the Mayor and Council desire to establish a renewal date for alcoholic beverage licenses and other provisions.

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

BE IT ORDAINED by the Mayor and City Council of the City of Peachtree Corners, Georgia that the City’s Code of Ordinances be amended by adding Section 6-56 to Chapter 6 as follows:

SECTION I: Chapter 6 (“Alcoholic Beverages”) is amended as follows:

...

~~Section 1: Chapter 6 (“Alcoholic Beverages”) of The Code of the City of Peachtree Corners, Georgia, is hereby amended by adding Section 6-56 “License Renewal” to read as follows:~~

(a) An application for renewal shall be in the form of a sworn and notarized statement by the named licensee, on a form provided by the city manager, stating that there have been no changes in any of the information contained in the original application. If there have been any substantive changes, the application for renewal shall be in the same form as an original application.

(b) An application for renewal shall be filed no later than December 15 and shall be accompanied by the requisite fee in ~~the-an~~ amount ~~as~~ set by resolution of the city council, which amount shall remain in effect until modified or amended by subsequent resolution adopted by the city council.

(c) Renewal applications and payments not received by December 15 shall incur a late fee. Renewal applications and payments received between December 16 and December 31 are subject to a ten percent (10%) late fee. Businesses failing to apply for renewal of their licenses prior ~~to~~ by December 31 must reapply for a license.

(d) Businesses required to ~~reapply for a license required to reapply for a license, as provided in~~ pursuant to subsection (c) of this code section shall at the time of

reapplication, and filing this application for a new license after January 1 shall pay the required application fee, the annual fee, and the ten percent late fee.

~~Section 6:~~**SECTION 2:** *Repeal of Conflicting Provisions.* All ordinances, parts of ordinances, or regulations in conflict herewith are repealed.

~~SECTION 3~~**SECTION 7:** *Severability.* Should any court of competent jurisdiction declare any section of this Ordinance invalid or unconstitutional, such declaration shall not affect the validity of the Ordinance as a whole or any part thereof, which is not specifically declared to be invalid or unconstitutional.

~~Section 8~~**SECTION 4:** The provisions of this Ordinance shall become and be made a part of The Code of the City of Peachtree Corners, Georgia, and the sections of this Ordinance may be renumbered to accomplish such intention.

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

APPROVED:

Mike Mason, Mayor

ATTEST:

APPROVED AS TO FORM:

Kym Chereck, City Clerk

William F. Riley, City Attorney

(Seal)

02015-12-60

D. Wheeler

AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS ZONING RESOLUTION 2012 ART. III, DEFINITIONS, BY ADDING AND MODIFYING DEFINITIONS REGARDING SHORT-TERM RENTAL HOUSING; REPEALING CONFLICTING REGULATIONS; AND SETTING AN EFFECTIVE DATE

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

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

WHEREAS, the Mayor and Council desire to amend the 2012 Zoning Resolution;

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

Section 1: The City of Peachtree Corners 2012 Zoning Resolution Article III, Definitions, shall be amended by modifying and adding the following underlined words:

- a. **Dwelling Unit. One or more rooms designed, occupied, or intended for occupancy as separate living quarters with cooking, sleeping and sanitary facilities provided with the dwelling unit for the ongoing, exclusive use of a single family maintained household and not for use as a short-term rental.**
- b. **Dwelling, Single Family. A dwelling containing one (1) and only one (1) dwelling unit and used as a residence for a single household on an ongoing basis with no short- term rental use.**
- c. **Short-term Rental. The use of (or contracting for use of) a dwelling unit for a period of less than thirty-one (31) days. The rental of property for less than thirty-one (31) days shall constitute a hotel/motel use.**

Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed. Effective this 19th day of January, 2016.

Approved by:

Kym Chereck, City Clerk

Mike Mason, Mayor

SEAL

APH 2015-09-029

D. Wheeler



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: January 19th 2016, City Council Meeting

Agenda Item: APH 2015-09-029- Approval of Alcoholic Beverage License Application for NEC the Forum LLC DBA: Newk's Eatery at 5185 Peachtree Pkwy, Ste 105. Applicant is Greg Lafoe applying for Consumption on Premise, Wine & Malt Beverage License.

Staff Recommendation:

Approve the application for Consumption on the Premise, Wine & Malt Beverage License for NEC the Forum LLC DBA: Newk's Eatery at 5185 Peachtree Pkwy, Ste 105, Peachtree Corners GA 30092.

Background:

Applicant submitted a completed application on December 29, 2015. Required advertising for the application was published in the Gwinnett Daily Post on January 8th and January 15th, 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

G. Ramsey



December 30, 2015

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

RE: Traffic Engineering Report Proposal
Marked Crosswalk Request Study – City of Peachtree Corners (2 locations)

Dear Mr. Ramsey,

Wolverton & Associates, Inc. (W&A) is pleased to submit this traffic engineering services proposal for two (2) Marked Crosswalk Request Study's for the City of Peachtree Corners, Gwinnett County, GA. The two locations include a proposed crossing of East Jones Bridge between Avala Park Lane and Broadgreen Drive (Location #1) as well as Winters Chapel Road between Winterbrook Court and Winterhaven Court (Location #2). W&A reserves the right to review and subsequently revise this proposal in the event of change to the services proposed below.

This proposal is based on the following Scope of Services:

Proposed Scope of Services

This project involves data collection for both Location #1 and Location #2 based on the required information set forth in the Georgia Department of Transportation (GDOT) Proposed Marked Crosswalk Site Information Form. This form is proposed to be used to compile the information needed for the study even though GDOT is not involved in the approval of these crosswalk locations.

As part of this study, the following data will be collected. A 24- hour speed and ADT count will be conducted along East Jones Bridge and Winters Chapel Road. Pedestrians will be counted crossing East Jones Bridge and Winters Chapel Road inside the project limits for 2 hours in the AM Peak (6:30 to 8:30 AM) and 2 hours in the PM Peak (4:00 to 6:00 PM). Sight distance will be measured and certified for both directions of crossing pedestrians. Accident Data will be collected from Gwinnett County's accident records.

W&A will compile all data required in the GDOT Marked Crosswalk Form for each location. Once data for both locations have been compiled, W&A will use the standard HAWK beacon warrant to determine if a HAWK beacon is warranted at either location. The results of this warrant will be added to the standard form.

W&A will develop concept design and cost estimate for construction of the painted crosswalk (including ADA ramps) for each location along with a cost estimate for flashing beacons and HAWK signals for each location for comparison purposes.

Optional Tasks:

W&A will provide construction plans for the approved concept at each location. This will include signing and marking plans and any signalization plans that are warranted. Aerial imagery will be utilized to develop the base for the signal plans.

Proposed Fee

W&A will gather the needed information to complete the GDOT Proposed Marked Crosswalks Site Information Form, evaluate the warrant for a HAWK beacon and prepare concept and cost estimate for a flashing beacon and a HAWK signal and then submit the findings to the City of Peachtree Corners. Once City comments have been addressed, W&A will submit the findings to Gwinnett County and address any comments the County supplies. Once a concept is approved, W&A will provide construction plans for each location.

Phase 1605	Location #1 Study	\$ 6,000
Phase 1606	Location #2 Study	\$ 6,000
Phase 1607	Signing and Marking/Signal Plans (Location #1).....	\$ 5,000
Phase 1608	Signing and Marking/Signal Plans (Location #2).....	\$ 5,000
	Total	\$ 22,000

Project Schedule

The traffic study shall be submitted to the client for review within six weeks of receipt of Notice-to-Proceed. W&A shall promptly incorporate comments as appropriate in order to complete the project.

Any services outside those outlined in this proposal can be performed by W&A by either a separate proposal or on an hourly basis with compensation as per the attached Standard Charges Sheet.

Invoices will be sent on a monthly basis with payment expected within thirty (30) days of billing date. Interest will be added to all past due accounts at the rate of 1.5% for each month of delinquency.

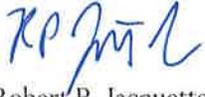
This proposal was prepared with the intent of addressing your specific needs and concerns thus far identified. Wolverton & Associates, Inc. appreciates the opportunity to submit this proposal for traffic engineering services. If this agreement is acceptable, we ask that you sign the attached Terms and Conditions in the space provided and return same to me as your Notice to Proceed.

We really appreciate this opportunity for consideration of membership on your team!

Sincerely,

Mr. Greg Ramsey, P.E.
December 30, 2015
Page 3

Wolverton & Associates, Inc.

A handwritten signature in blue ink, appearing to read 'RP Jacquette Jr.', is positioned above the printed name.

Robert P. Jacquette Jr., P.E., PTOE
Director of Traffic Engineering

RJ:rh

Attachments: GDOT Proposed Marked Crosswalk Site Information Form

PROPOSED MARKED CROSSWALK SITE INFORMATION

*If marked crosswalk is approved, ADA requirements shall be met.

*Provide a site plan of existing road geometry, road characteristics, existing crosswalks, proposed crosswalk, intersections, traffic signals, driveways, on street parking, etc.

County: [Click here to enter text.](#)

City: [Click here to enter text.](#)

Mile Log: [Click here to enter text.](#)

Primary Road: [Click here to enter text.](#)

Nearest Intersecting Road: [Click here to enter text.](#)

Crosswalk Location: [Click here to enter text.](#)

Purpose for Proposed Marked Crosswalk: [Click here to enter text.](#)

Traffic Volumes: Daily _____ Peak _____ Vehicle Gap: _____

Speed: [Click here to enter text.](#)

Road Geometry/Characteristics: [Click here to enter text.](#)

Number of lanes to be crossed: [Click here to enter text.](#) Total Width: [Click here to enter text.](#)

Sight Distance: North/East [Click here to enter text.](#) South/West [Click here to enter text.](#)
(Provide certification for stopping sight distance.)

Collision History: [Click here to enter text.](#)

Peak Pedestrian Demand/Characteristics: [Click here to enter text.](#)

(Table 1-Recommended minimum of 20 pedestrian crossings per peak hour or 15 or more elderly and/or child pedestrians exist at a location before placing a high priority on the installation of a marked crosswalk alone.)

Median Refuge Opportunity: [Click here to enter text.](#)
(Only necessary if divided highway.)

Opportunity to Concentrate Pedestrians at One Location: [Click here to enter text.](#)

Distance to Crosswalks in the Vicinity: [Click here to enter text.](#)

Distance to Nearest Intersections/Traffic Signals: [Click here to enter text.](#)
(Specify distance from Intersection/traffic signals to proposed marked crosswalk and if coordinated signal system.)

Driveway Locations/Number: [Click here to enter text.](#)

Existing Street Lighting: [Click here to enter text.](#) Proposed Street Lighting: [Click here to enter text.](#)

On Street Parking: [Click here to enter text.](#)
(Specify vicinity and distance from proposed marked crosswalk.)

Public Bus Stop: [Click here to enter text.](#)

City/County Support to Install: [Click here to enter text.](#)

Special Concerns/Considerations: [Click here to enter text.](#)

Submitted by: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

R2016-01-50

D. Wheeler

A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO APPROVE THE GRANT OF INGRESS, EGRESS, AND RECIPROCAL EASEMENTS AND RESTRICTIONS AGREEMENT FOR THE TOWN CENTER PROPERTY AND TO AUTHORIZE THE MAYOR TO EXECUTE CLOSING DOCUMENTS.

WHEREAS, the City of Peachtree Corners desires to facilitate the development of a Town Center on approximately 20 acres of land located at Peachtree Parkway and Peachtree Corners Circle; and

WHEREAS, the City of Peachtree Corners, partnered with its Downtown Development Authority and Fuqua Acquisitions II, LLC, to design a plan for the Town Center property; and

WHEREAS, implementation of the Town Center plan necessitates that additional, supporting agreements between all parties be put in place to support the use, operations, maintenance and other activities associated with the completed Town Center project; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, both the City and its Downtown Development Authority have made a finding of fact in favor of, and the City passed a zoning ordinance enabling, the development of the Town Center property which is in the public interest and is a project in furtherance of the City and Downtown Development Authority's purposes and mission; and

WHEREAS, the Downtown Development Authority entered that certain Purchase and Sale Contract dated March 24, 2015 with Fuqua Acquisitions II, LLC ("Fuqua"), as amended by five Amendments to Purchase and Sale Contract dated June 18, 2015, August 21, 2015, September 4, 2015, September 9, 2015, and September 24, 2015 (the "Sale Contract") for the sale of approximately twelve (12) acres (the "DDA Sale Property") out of the Property, and the mixed used development by Fuqua for the Authority and the City of most of the remainder of the Property (the "Project"); and

WHEREAS, the City and the Downtown Development Authority have already approved the form of the Site Development Agreement among Fuqua, the Downtown Development Authority and the City (the "SDA");

WHEREAS, the Downtown Development Authority has already approved the Grant of Ingress, Egress and Reciprocal Easements and Restrictions (the "Reciprocal Easements") Agreement;

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

Section 1. The execution, delivery and performance of the SDA and Reciprocal Easements are hereby authorized. The Mayor is hereby authorized and directed to execute and deliver the SDA and Reciprocal Easements with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the SDA and Reciprocal Easements by the Mayor as hereby authorized shall be conclusive evidence of any such approval.

Section 2. From and after the execution and delivery of the documents herein authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the Sale Contract, the SDA, the Reciprocal Easements, and the closing documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the sale of the Town Center Property and the development of the balance of the Property in accordance with the SDA and the Reciprocal Easements, and the execution, delivery and performance of said documents are herein authorized.

Section 3. The City hereby finds and determines as a matter of fact that the mixed use development of the Town Center property in accordance with the City of Peachtree Corners Ordinance No. 2014-11-35, as modified by Ordinance No. 2015-06-49, is in the public interest and is a project in furtherance of the City and the Downtown Development Authority's purpose and mission and that the Town Center project will develop and promote for the public good and welfare trade, commerce, industry and employment opportunities and will promote the general welfare of this State.

Section 4. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this Resolution and in furtherance of the sale and development of the Town Center property shall be, and the same hereby are, in all respects, approved and confirmed.

Section 5. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 19th day of January, 2016.

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

(SEAL)

This document prepared by
and after recording return to:
James B. Jordan, Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE
Suite 2300
Atlanta, GA 30309-3996

**GRANT OF INGRESS, EGRESS AND RECIPROCAL EASEMENTS AND
RESTRICTIONS**

THIS GRANT OF INGRESS, EGRESS AND RECIPROCAL EASEMENTS AND RESTRICTIONS (this “**Agreement**”) is made this ____ day of _____, 2016 (the “**Effective Date**”), by and among **CITY OF PEACHTREE CORNERS**, a public body corporate and politic (“**City**”), **CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT AUTHORITY**, a public body corporate and politic (“**DDA**”), **FUQUA _____ LLC**, a Georgia limited liability company (“**Fuqua**”) and **JWH ACQUISITIONS, LLC**, a Delaware limited liability company (“**Wieland**”)

WITNESSETH

WHEREAS, Fuqua is the owner of certain real property located in Gwinnett County, Georgia which is more particularly described on **Exhibit A** attached hereto (the “**Retail Tract**”);

WHEREAS, Wieland is owner of certain real property located in Gwinnett County, Georgia which is more particularly described on **Exhibit B** attached hereto (the “**Residential Tract**”);

WHEREAS, City is the owner of certain real property consisting primarily of driveways and roadways lying contiguous with and/or adjacent to the Fuqua Tract, which is more particularly described on **Exhibit C** attached hereto (collectively, the “**City Tract**”);

WHEREAS, DDA is the owner of certain real property consisting primarily of a parking facility, green spaces and trails lying contiguous with and/or adjacent to the Fuqua Tract, which is more particularly described on **Exhibit D** attached hereto (collectively, the “**DDA Tract**”) (the Fuqua Tract, the City Tract and the DDA Tract are collectively, the “**Land**”);

WHEREAS, the Retail Tract, the Residential Tract, the City Tract and the DDA Tract are depicted on the site plan attached hereto as **Exhibit E** (the “**Site Plan**”) and are intended to be developed as a “town center” style project, including a shopping center, restaurants, theatre, multifamily residential units and public recreational facilities and parking (the “**Project**”);

WHEREAS, the Owners wish to enter into this Agreement to provide for integrated use of the Land in the development of the Project, subject to the covenants, conditions and restrictions hereinafter set forth;

WHEREAS, the DDA has determined that there is a public benefit in developing the Land as described herein;

WHEREAS, in partial consideration of the consideration paid by Fuqua for the Retail Tract, the DDA agrees to enter into this Agreement and grant Fuqua the easement rights granted hereunder; and

NOW THEREFORE, in consideration of the premises, and Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

In addition to any terms whose definitions are fixed and defined elsewhere in this Agreement, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

1.1 Building. “Building” or “Buildings” shall mean any building(s) and other vertical improvements (not including signage) constructed on the Land from time to time.

1.2 Capital Repair. “Capital Repair” shall mean any repair or maintenance item that would be capitalized in accordance with generally accepted accounting principles.

1.3 Cell Tower Agreement. “Cell Tower Agreement” shall mean that certain Short Form of Ground Lease Agreement between Ether Wheeler and Lealer Wheeler and AirTouch Cellular of Georgia, dated December 30, 1996, filed for record January 8, 1997 and recorded in Deed Book 13661, Page 46, Gwinnett County, Georgia Records, as amended by First Amendment to Ground Lease Agreement and Short Form of Ground Lease Agreement between Ether Wheeler and Lealer Wheeler and AirTouch Cellular of Georgia, dated as of October 3, 1997, tiled for record October 9, 1997 and recorded in Deed Book 14845, Page 160, aforesaid records, as further amended by unrecorded Second Amendment to Ground Lease Agreement between Ether Wheeler and Lealer Wheeler and Verizon Wireless (VA W) LLC, a Delaware limited liability company, dated as of August 1, 2003, as further affected by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement between Frances Sims, as Executor of the Estate of Ether Wheeler, deceased, Lealer Wheeler and Roberts Properties Peachtree Parkway, L.P., dated June 9, 2004, filed for record June 15, 2004 and recorded in Deed Book 38692, Page 1, aforesaid records, as further assigned as to an 18% undivided interest by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement to Georgianna Jean K. Valentino, dated November 1, 2004, recorded in Deed Book 41186, Page 224, aforesaid records, as further assigned as to the remaining 82% undivided interest by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement to Roberts Properties Residential, L.P., dated December 29, 2004, recorded in Deed Book 41186, Page 227, aforesaid records, as further assigned as to an 18% undivided interest by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement from Georgianna Jean K. Valentino to Roberts Properties Residential, L.P., dated December 6, 2006, filed for record December 12, 2006 and recorded in Deed Book 47355, Page 734, aforesaid records, as further assigned by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement from Roberts Properties Residential, L.P. to LMI Peachtree Corners, LLC dated February 7, 2013, filed February 8, 2013,

recorded in Deed Book 52000, Page 663, aforesaid records, and as further assigned by that certain Assignment of Ground Lease Agreement and Short Form of Ground Lease Agreement from LMI Peachtree Corners, LLC to LMI Cell Tower Investors, LLC dated February 8, 2013, and recorded April 8, 2013 in Deed Book 52140, Page 110, aforesaid records, as re-recorded on April 16, 2013 in Deed Book 52161, Page 610, aforesaid records, as further assigned to Downtown Development Authority of Peachtree Corners by Assignment of Ground Lease Agreement, dated May 13, 2013 and recorded May 14, 2013 in Deed Book 52224, Page 244, aforesaid records.

1.4 Cell Tower Permittees. “Cell Tower Permittees” shall mean the owner, tenants and licensees of the cell tower located on the Residential Tract, pursuant to the terms of the Cell Tower Agreement, and their agents, contractors, subcontractors, visitors, guests and invitees and concessionaires.

1.5 Creek and Trail Area. “Creek and Trail Area” shall mean those portions of the DDA Tract depicted as “Creek and Trail Area” on the Site Plan.

1.6 DDA’s Parking Proportionate Share. “DDA’s Parking Proportionate Share” shall equal _____% (_____ DDA Spaces/_____ total Parking Spaces).

1.7 DDA Spaces. “DDA Spaces” means all Parking Spaces in the Parking Facility which are not Retail Spaces.

1.8 HOA. “HOA” shall mean the Georgia not-for-profit corporation formed by Wieland to serve as the homeowners’ association of the Residential Tract.

1.9 Improvements. “Improvements” shall mean any Building and related landscaping, storefront and freestanding signage (if applicable), driveways and parking lots (including parking lot lighting) constructed on each tract.

1.10 Laws. “Laws” shall mean laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof with appropriate jurisdiction over the Project.

1.11 Parking Facility. “Parking Facility” shall mean the multi-level parking deck to be constructed on the DDA Tract in the location depicted as “Parking Facility” on the Site Plan.

1.12 Parking Facility Utility Costs. The “Parking Facility Utility Costs” shall mean all water and electricity service costs incurred in the operation of the Parking Facility, including but not limited to lighting of the Parking Facility.

1.13 Parking Spaces. “Parking Spaces” shall mean the parking spaces located within the Parking Facility.

1.14 Permittee. “Permittee” shall mean the officers, directors, employees, agents, contractors, subcontractors, tenants, subtenants, patrons, customers, visitors, guests, invitees, licensees and concessionaires of an Owner of a Tract.

1.15 Owner. “Owner” shall mean, as of any time, and individually or collectively, the owner(s) or ground lessee(s) of all or any portion of a Tract and the successors, assigns and

successors-in-title of same. Prior to the sale of any portion of the Residential Tract to an individual homeowner, the Owner of the Residential Tract shall form the HOA, and upon the formation of such HOA, the Owner of the Residential Tract shall be deemed to be the HOA.

1.16 Park. “Park” shall mean that portion of the DDA Tract depicted as “Park” on the Site Plan.

1.17 Residential Spaces. “Residential Spaces” shall mean parking spaces located on the Residential Tract.

1.18 Retail Parking Proportionate Share. “Retail Parking Proportionate Share” shall equal _____% (_____ Retail Spaces/_____ total Parking Spaces).

1.19 Retail Spaces. “Retail Spaces” shall have the meaning set forth in Section 2.1(a).

1.20 Road Facilities. “Road Facilities” shall have the meaning set forth in Section 4.2.

1.21 Special Event. “Special Event” shall mean an event, performance or display on, including without limitation educational, cultural, entertainment, promotional, sporting or social events, performances or displays expected to draw increased vehicle, bicycle and pedestrian traffic to, the Park Area.

1.22 Tract. “Tract” shall mean, as applicable, the Retail Tract, the Residential Tract, the City Tract and/or the DDA Tract.

ARTICLE II PARKING FACILITY

2.1 Easements for Use of Parking Facility. Subject to the terms and conditions of this Agreement, DDA hereby grants and conveys to and for the benefit of Fuqua, its successors-in-title and its Permittees, and as an appurtenance to the Retail Tract, the following perpetual, irrevocable easements and rights-of-way for ingress, egress and use of, to, from, or otherwise with respect to the Parking Facility:

(a) the exclusive right to use, 24 hours per day, 365 days per year (but excluding the second Saturday and Sunday in June and July 4th annually, during which time the Parking Spaces shall be open to the public on a first-come, first-served basis), not less than 500 Parking Spaces (the “**Retail Spaces**”) for purposes of parking passenger vehicles (including parking by valet services), bicycles and motorcycles;

(b) the non-exclusive right of entry upon and passage by foot and any automobiles, motorcycles and bicycles through the entrances and exits of the Parking Facility as required to provide ingress and egress to the Retail Spaces; and

(c) the non-exclusive right to use the roadways, aisles, ramps, entrances, exits, elevators, stairs, stairwells and lobbies, automated access and exit devices, and other facilities and components of the Parking Facility as necessary or convenient for the use and enjoyment of the Retail Spaces.

2.2 Retail Spaces.

(a) Fuqua shall have the right, at its sole cost and expense, to install signage on the walls in front of the Retail Spaces or on the surface of the Retail Spaces stating that the Retail Spaces are for the exclusive use by the Fuqua and its Permittees (including the right to designate use of certain Retail Spaces to a particular tenant of Fuqua). Subject to applicable Laws, Fuqua shall have the right, at its sole cost, expense and risk, to police the Retail Spaces to insure no unauthorized use exists and to take measures such as towing and booting offending vehicles or taking such other appropriate actions as may be reasonably necessary to cause any such unauthorized use to cease.

(b) The Retail Spaces shall be located as follows: **[ADD PARKING DIAGRAM]**. Fuqua shall use commercially reasonable efforts to cause employees of its Permittees to park on the top level of the Parking Facility, including without limitation designating such Parking Spaces as for employees and making this requirement a provision of the Leases for the Retail Spaces. In such event, the Retail Spaces shall include such spaces located on the top floor of the Parking Facility and the number of Retail Spaces located elsewhere in the Parking Facility shall be reduced commensurately.

2.3 No Charge for Use of Retail Spaces. The use of the Retail Spaces by Fuqua and its Permittees shall be free of charge unless the parties mutually agree otherwise. The DDA may, in its sole discretion, elect to charge its Permittees for the use of the DDA Spaces, provided, that: (a) any validation or other system installed by the DDA may not interfere with any such system installed by Fuqua; and (b) the DDA may not charge Fuqua or any of its Permittees for access to or use of the Parking Facility and may not install any barricade or similar obstruction limited access by Fuqua or its Permittees through the ramps, driveways or accessways of the Parking Facility. Conversely, Fuqua may, in its sole discretion, elect to charge its Permittees for the use of the Retail Spaces, provided, that: (a) any validation or other system installed by Fuqua may not interfere with any such system installed by DDA; and (b) Fuqua may not charge DDA or any of its Permittees for access to or use of the Parking Facility and may not install any barricade or similar obstruction limiting access by DDA or its Permittees through the ramps, driveways or accessways of the Parking Facility.

2.4 Manner of Use. Fuqua will not occupy or use the Retail Spaces, or permit any portion of the Parking Facility to be occupied or used, for any purpose which is unlawful in part or in whole or deemed to be disreputable in any manner or extra hazardous. Each of Fuqua and the DDA hereby covenant and agree not to occupy or use the Parking Spaces or permit any portion of the Parking Facility to be occupied or used for overnight parking. Each of Fuqua and DDA will conduct itself and will direct each of its respective Permittees to conduct itself in such a manner as not to create any nuisance, nor unreasonably interfere with, annoy or disturb DDA, Fuqua or their Permittees. Notwithstanding any provision contained in this Agreement to the contrary, (a) DDA shall have no obligation to keep unauthorized persons from using the Parking Spaces in the Parking Facility, to remove violator's vehicles or to police or direct traffic; and (b) DDA shall not be construed to be a bailee of any vehicle or the contents thereof.

2.5 Rights of DDA. DDA, its Permittees, and such other persons as DDA may from time to time elect to permit to use the Parking Facility, shall have the right to use the Parking Facility (other than the Retail Spaces) for such purposes and in such manner as DDA may deem appropriate. Without limiting the foregoing, and notwithstanding any provision contained in this Agreement to the contrary, DDA reserves the right to (a) grant to such parties as DDA deems reasonably appropriate easements, licenses and other rights of use with respect to the Parking

Facility (other than the Retail Spaces); (b) take such actions as DDA may deem reasonably appropriate to discourage unauthorized parking in the DDA Spaces, although DDA shall have no obligation to do so; (c) close temporarily all or any portion of the Parking Spaces for the purpose of making repairs, alterations, additions or improvements thereto (it being agreed that reasonable access shall at all times be provided to the Residential Spaces), and (d) take such actions as may be required to comply with DDA's obligations under this Agreement.

2.6 Rights of Fuqua. Fuqua reserves the right to (a) grant to such parties as Fuqua deems reasonably appropriate easements, licenses and other rights of use with respect to the Retail Spaces; (b) take such actions as Fuqua may deem reasonably appropriate to discourage unauthorized parking in the Retail Spaces, although Fuqua shall have no obligation to do so; (c) close temporarily all or any portion of the Parking Spaces for the purpose of making repairs, alterations, additions or improvements thereto (it being agreed that reasonable access shall at all times be provided to the Residential Spaces), and (d) take such actions as may be required to comply with Fuqua's obligations under this Agreement.

2.7 Alterations. Neither the DDA nor the Fuqua may construct or make any alterations, additions or improvements of any nature to the Parking Facility, except that the DDA, as to the DDA Spaces, and Fuqua, as to the Retail Spaces, may install signs, lighting and striping without the consent of the other party. For avoidance of doubt, the DDA may restripe the DDA Spaces and Fuqua may restripe the Retail Spaces to create compact and/or handicap parking spaces, thereby increasing or decreasing the total number of Retail Parking Spaces or DDA Parking Spaces, as the case may be.

2.8 Rules and Regulations. Fuqua will comply, and will cause all of Fuqua's Permittees, and any employees, customers, invitees, or licensees of any such persons or entities to comply, with all rules and regulations of the Parking Facility now or hereafter jointly adopted by the Fuqua and the DDA, including but not limited to the rules and regulations which are set forth on **Exhibit F** attached hereto and incorporated herein by reference for all purposes.

2.9 Repair, Maintenance and Operation of Parking Facility. Fuqua shall maintain, operate and repair (including required replacements), the Parking Facility in a manner consistent with comparable parking facilities in the vicinity of the Parking Facility. Such responsibilities shall include, without limitation, providing electricity and power for lighting, elevators and all equipment in the Parking Facility, landscaping the areas located outside and adjacent to the Parking Facility, maintaining and repairing all elevators and other equipment locating in the Parking Facility, keeping the Parking Facility and the grounds surrounding the Parking Facility free from debris and trash, power washing on a periodic basis the surfaces of the Parking Spaces and ramps and driveways, and restriping the Parking Spaces periodically and cleaning and keeping the exterior of the Parking Facility free from graffiti and the like and making all repairs and replacements necessary to comply with any applicable Laws. When performing any maintenance, repairs or replacement as provided herein, Fuqua shall use reasonable efforts to minimize interference with the DDA's use of the Parking Facility and shall require such work to be performed in a good and workmanlike manner and diligently prosecuted to completion. All costs incurred by Fuqua in performing its obligations under this Section including the Parking Facility Utility Costs (the "**Parking Facility Maintenance Costs**") shall be paid by Fuqua; provided, however, the DDA shall be responsible for the entire cost of Capital Repairs and alterations and replacements including without limitation, Capital Repairs and alterations to and

replacements of elevators, lighting and other utility systems and Capital Repairs and alterations to and replacement of the structure of the Parking Facility.

2.10 Access to Parking Facility. Access to the Parking Facility may be regulated by an attendant or equipped with mechanical, electrical or other automatic means, or by a combination thereof, as determined jointly by the DDA and Fuqua.

2.11 Insurance.

(a) Property Insurance.

(i) During the initial construction of the Parking Facility and during any periods of restoration or reconstruction of the Parking Facility, Fuqua shall carry or cause its contractor to carry builder's risk insurance (including both property and commercial general liability insurance coverage meeting the requirements of Section 2.13) in an amount sufficient to cover replacement cost of the Parking Facility.

(ii) At all other times, Fuqua shall keep and maintain, or cause to be kept and maintained, a policy or policies of insurance on the Parking Facility against loss or damage by a Casualty and against loss or damage by other risks now embraced by the Causes of Loss – "Special Form" Property Insurance Policy (including Ordinance and Law coverage and expediting expenses coverage) in an amount equal to the full insurable value of the Parking Facility. The term "full insurable value" means 100% of the cost of replacing the Parking Facility, exclusive of the cost of non-insurable portions thereof, such as excavation, foundations and footings, using contemporary building materials and technology, without deduction for depreciation. The policy or policies of property insurance covering the Parking Facility against physical loss or damage may contain a deductible which is usual and customary for an exposure of this size and type.

(iii) The policy or policies of property insurance (including builders' risk coverage) maintained by Fuqua shall name the DDA and the City as additional insureds.

(b) Commercial General Liability Insurance. Fuqua shall keep and maintain, or cause to be kept and maintained, a policy or policies of commercial general liability insurance (broadest form available) naming Fuqua as a named insured and naming the DDA and the City as additional insured parties against liability for bodily injury, death and property damage occurring upon or in the Parking Facility with each such policy to afford protection with a combined single limit annual aggregate with respect to bodily injury, death and property damage in such amounts as from time to time are carried by prudent owners of modern, first-class structured garages in the Atlanta, Georgia metropolitan area, but not less than \$5,000,000. Provided such coverage is available on commercially reasonable terms, such insurance must be issued on an occurrence basis and a commercial liability form, and shall contain a "severability of interest" endorsement.

(c) Automobile Liability Insurance. Fuqua shall keep and maintain, or cause to be kept and maintained, a policy or policies of automobile liability insurance with coverage for owned or hired automobiles naming Fuqua as a named insured and naming the DDA and

the City as additional insured parties against liability for bodily injury, death and property damage occurring upon or in the Parking Facility with each such policy to afford protection with a combined single limit annual aggregate with respect to bodily injury, death and property damage in such amounts as from time to time are carried by prudent owners of modern, first-class structured garages in the Atlanta, Georgia metropolitan area, but not less than \$1,000,000.

(d) Worker's Compensation Insurance. Fuqua shall keep and maintain, or cause to be kept and maintained, a policy or policies of worker's compensation liability insurance with coverage in accordance with State of Georgia requirements.

(e) Insurance Requirements. All insurance required to be maintained by this Section 2.11 must be written as primary insurance and not contributing with or in excess of coverage which may carry. All policies of insurance obtained pursuant to this Section 2.12 must be issued by a company or companies licensed or authorized by law to do business in the State of Georgia and rated A or better (and are in a Financial Size Category of Class VIII or higher) by *Best's Key Rating Guide*, or which have an equivalent financial rating from a comparable insurance rating organization. Each policy of insurance obtained pursuant to this Section 2.11 shall provide that it may not be cancelled, reduced or substantially modified without at least thirty (30) days' prior written notice to all insureds named therein and all Persons named as additional insureds.

(f) Evidence of Insurance. Fuqua shall promptly give written notice to the DDA of the procurement of each insurance policy obtained by it pursuant to this Section 2.11 and of any subsequent changes therein or the termination thereof. Promptly following full execution and delivery of this Agreement, and thereafter at least ten (10) days before the expiration of the then-current policy or policies, Fuqua shall deliver to the DDA and the City, and to each Mortgagee of the DDA and the City, a certificate of, or binders evidencing, the insurance maintained pursuant to Section 2.11(a) - 2.11(d), together with a copy of each such policy and evidence of payment of the applicable premium for a period of at least one year.

(g) Blanket Policy. Fuqua has the right to comply with and to satisfy its obligations under Sections 2.11(a) - 2.11(d) by means of any so-called blanket policy or policies of insurance covering this and other liability and locations of the person obtaining such insurance, and the liabilities to be insured hereunder in an amount at least equal to the amount of insurance required to be carried pursuant to this Section 2.11 so that the proceeds available from such insurance are an amount at least equal to the amount of proceeds that would be available if the insuring party were insured under a single policy.

(h) Limitation on Liability. Notwithstanding any other provision herein to the contrary, neither party shall be responsible to the other party or its agents, representatives or employees for money, jewelry, electronics, automobiles or other personal property lost or stolen from the Parking Facility, regardless of whether such loss or theft occurs when the Parking Facility or other areas therein are locked or otherwise secured against entry, or liable for any loss, injury or damage to persons using the Parking Facility or automobiles or other property therein.

(i) Indemnity. Fuqua hereby indemnifies the City and the DDA, and their respective agents, employees and contractors, against, and agrees to defend (with counsel reasonably satisfactory to the City and the DDA), protect and hold them harmless from, any

and all liability, loss, expense (including Reasonable attorneys' fees and costs), damage, claim and cause of action (collectively, "**Claims**") arising out of or resulting from or in connection with (i) any default or breach by Fuqua as to its obligations under this Agreement which is not cured within the notice and cure period provided for herein, or (ii) the gross negligence or willful misconduct of Fuqua, its agents, employees and contractors. Any successor of the DDA (but not the City of Peachtree Corners) hereby indemnifies Fuqua and its agents, employees and contractors, against, and agrees to defend (with counsel reasonably satisfactory to Fuqua), protect and hold them harmless from, any and all Claims arising out of or resulting from or in connection with (i) any default or breach by DDA as to its obligations under this Agreement which is not cured within the notice and cure period provided for herein, or (ii) the gross negligence or willful misconduct of DDA, its agents, employees and contractors.

(j) Allocation of Cost of Insurance Premiums. The premiums paid by Fuqua ("**Parking Facility Insurance Costs**") shall be borne as follows: Fuqua shall pay the Fuqua's Proportionate Parking Share of such expenses, and the DDA shall pay the DDA's Proportionate Parking Share of such expenses.

2.12 Taxes. At such time, if ever, as the DDA Tract is subject to the imposition of ad valorem taxes and assessments, the DDA shall pay, when due, all ad valorem taxes and assessments of every kind and nature, if any, due as to or in connection with the Parking Facility.

ARTICLE III PARKING FACILITY CASUALTY AND CONDEMNATION

3.1 Repair and Restoration.

(a) If the Parking Facility, or any part thereof, is damaged or destroyed by a fire or other casualty (a "Casualty") (including any Casualty for which insurance coverage was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (and as often as the Parking Facility is so damaged or destroyed by a Casualty), or if all or a portion of the Parking Facility is subject to a taking by eminent domain or condemnation (a "Taking"), then Fuqua shall proceed promptly and with reasonable diligence to repair, restore, replace and rebuild the Parking Facility to the extent required to provide not less than the number of Parking Spaces located in the Parking Facility prior to such Casualty or Taking; provided, however, if then applicable Laws do not allow the such number of Parking Spaces to be restored, then Fuqua shall restore the Parking Facility so as to include the maximum number of Parking Spaces then permitted by applicable Laws and such Parking Spaces shall be allocated between the DDA and the Fuqua as follows: the DDA shall be entitled to a number of Parking Spaces equal to the product of the total number of Parking Spaces and the DDA's Parking Proportionate Share; the Fuqua shall be entitled to a number of Parking Spaces equal to the product of the total number of Parking Spaces and the Retail Parking Proportionate Share.

(b) Fuqua shall be entitled to adjust and settle on a commercially reasonable basis all claims as to property insurance proceeds related to such Casualty and the amount of condemnation award payable in connection with a Taking, and all insurance proceeds and condemnation awards shall be made available to Fuqua to pay all costs of restoration and rebuilding, Fuqua shall keep the DDA apprised as to the status of discussions with the insurance company and/or condemning authority, and the DDA may provide suggestions or

recommendations to Fuqua in connection with any such settlement. Notwithstanding the immediately preceding two sentences:

(c) If a Taking or a Casualty results in insurance proceeds or a condemnation award in excess of the cost to restore the Parking Facility (“**Excess Proceeds/Award**”) and if then applicable Laws do not allow the required number of Parking Spaces to be restored and thus the entire number of Parking Spaces are not rebuilt or restored, the DDA shall be entitled to receive the Excess Proceeds/Award. If a Taking or a Casualty results in insurance proceeds or a condemnation award which are less than the cost to restore the Parking Facility (“**Proceeds/Award Shortfall**”), then the DDA shall be obligated to pay to Fuqua 100% of the amount of the Proceeds/Award Shortfall.

(d) Notwithstanding any provision contained herein to the contrary, the DDA acknowledges and agrees that access to the Parking Facility and/or any surface Parking Spaces may be limited or curtailed during periods of demolition, repair or reconstruction of the Parking Facility and/or surface parking area, and Fuqua shall not be in default hereunder as a result thereof; however, subject to Fuqua’s receipt of any casualty insurance proceeds or condemnation award, as applicable, and receipt from the DDA of the Proceeds/Award Shortfall, Fuqua agrees to use commercially reasonable efforts to expedite restoration of the Parking Facility in order to minimize the extent and duration of such limitation or curtailment.

(e) Notwithstanding any provision to the contrary, the obligations of Fuqua under this Article VII are subject to the receipt by Fuqua of insurance proceeds or condemnation awards, as the case may be (but this provision shall not affect the priority of this Agreement over all deeds to secure debt, mortgages and other liens encumbering the DDA Tract). Fuqua shall use commercially reasonable efforts to expedite the receipt of such insurance proceeds or condemnation awards.

ARTICLE IV OTHER EASEMENTS

4.1 No Cross-Parking. Except for parking by Fuqua and its Permittees in the Parking Facility, which shall be governed by Article II above, there shall be no cross-parking between and among the Tracts. Except as to the Parking Facility, Fuqua and its Permittees shall have no right to park on the City Tract, DDA Tract or the Residential Tract. The Owner of the Residential Tract, owners of residences in the Residential Tract and their respective Permittees shall have no right to park in the Retail Tract, the City Tract or the DDA Tract. Permittees of the DDA shall park only in the DDA Spaces or in public spaces located on or adjacent to the Road Facilities. Notwithstanding the foregoing, the parallel parking spaces located within the Road Facilities depicted on the Site Plan as “Street Spaces” shall be open to the public on a first-come, first-served basis.

4.2 Access.

(a) Fuqua and Wieland, and their respective Permittees, and the Cell Tower Permittees shall have a perpetual non-exclusive easement for the passage of vehicles and for the passage and accommodation of pedestrians over, across and through the roadways depicted as _____ and _____ on the Site Plan [**NOTE TO DRAFT: INCLUDE DRIVEWAY TO PARKING FACILITY**] and the related sidewalks (hereinafter collectively

referred to as “**Road Facilities**”). It is contemplated that the City shall dedicate the Road Facilities as public roads. If all or any portion of the Road Facilities shall be dedicated to public use, the easements granted hereinabove over the dedicated portion of the Road Facilities shall automatically expire.

(b) The Owner of the DDA Tract and its Permittees shall have a perpetual, non-exclusive easement over and across that portion of the Retail Tract depicted as “**Pedestrian Accessway**” on the Site Plan for the purpose of utilizing an elevated walkway spanning Peachtree Parkway at such time as such elevated walkway is constructed. The DDA shall be solely responsible for any damage to the Fuqua Tract caused by the use of its Permittees of such Pedestrian Accessway. DDA hereby indemnifies Fuqua and its agents, employees and contractors, against, and agrees to defend (with counsel reasonably satisfactory to Fuqua), protect and hold them harmless from, any and all Claims arising out of or resulting from or in connection with the use by Permittees of the DDA of the Pedestrian Accessway.

(c) Irrespective of whether the Road Facilities are dedicated to the City, (i) the City shall be responsible for Capital Repairs and alterations to and replacements of the Road Facilities and the street lighting as to such Road Facilities, and all Capital Repairs and alterations to and replacements as to the landscaping in the shoulders and medians of the Road Facilities (other than the replacement of annual flowers), subject to that obligations of the City and DDA under that certain Site Development Agreement of even date herewith by and among Fuqua, the DDA and the City (the “**Site Development Agreement**”), and (ii) Fuqua shall be responsible for all other repairs and maintenance to the Road Facilities, for providing and maintaining the street lighting as to such Road Facilities, for providing, maintaining and repairing all the benches, bicycle racks and trash receptacles located in or adjacent to the Road Facilities and all landscaping in the shoulders and medians of the Road Facilities (including the replacement of annual flowers). Fuqua shall pay the cost of providing electricity in connection with the operation of the street lighting. For avoidance of doubt, the City shall be responsible for repairs, patching, sealing and restriping the roads that are part of the Road Facilities.

4.3 Utilities.

(a) Fuqua, Wieland, Cell Tower Permittees and the DDA [**NOTE TO DRAFT: DETERMINE WHETHER WIELAND REQUIRES**] and their respective Permittees shall have a perpetual non-exclusive easement over, under, along and across the Road Facilities [**NOTE TO DRAFT: WILL ALL TRUNK/MAIN LINES BE LOCATED IN THE ROAD FACILITIES?**] for the purpose of operation, flow, passage, use, maintenance, connection, repair, relocation and removal of sanitary sewer, water (fire and domestic), gas, electrical, telephone and communication lines and other similar facilities (the “**Utility Facilities**”) located in the Road Facilities. All such connection work shall be performed in compliance with applicable Laws. If all or any portion of the Utility Facilities shall be dedicated to public use, the easements granted hereinabove over the dedicated portion of the Utility Facilities shall automatically expire. Until such time as the dedication of the Utility Facilities is accepted by the applicable utility suppliers (and thus such Utility Facility is repaired and maintained by such utility supplier), (i) Fuqua shall be responsible for construction, alterations and replacements of the Utility Facilities, subject to the obligations of the City and the DDA under the Site Development Agreement, (ii) Fuqua shall be responsible for all other repairs and maintenance to the Utility Facilities, and (iii) Fuqua shall be

responsible for all Capital Repairs, other than Capital Repairs as to Utilities Facilities serving the Parking Facility or the Park Area, which shall be borne by DDA.

(b) Fuqua hereby grants and conveys to DDA, as to the Park Area and the Parking Facility, non-exclusive, perpetual easements in, to, over, under, along and across those portions of the Retail Tract (exclusive of any portion improved with a Building) necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of _____ [**water, sanitary sewer, electricity and data**] utility lines serving the grantee's Tract (hereinafter referred to as a "**Separate Utility Line**"). The location of any such Separate Utility Line shall be subject to the prior written approval of Fuqua. Such easement area shall be no wider than necessary to reasonably satisfy the requirements of a private or public utility company or five (5) feet on each side of the centerline if the easement is granted to a private party. Once constructed, the Owner of the Tract served thereby shall repair and maintain the Separate Utility Line in a safe, clean and good state of repair and condition, and in compliance with all Laws, as quickly as possible and after normal business hours whenever possible. Such Owner shall perform such work in compliance with all Laws, as quickly as possible and after normal business hours whenever possible. Except in the case of a maintenance emergency where such work may be initiated after reasonable notice, such maintenance shall not be performed during the months of November and December. If any such maintenance and repair shall require any excavation to be performed on the Retail Tract or any other activity which would adversely affect retail operations, such maintenance shall be performed by a contractor approved by Fuqua pursuant to plans and specifications and a construction schedule approved by Fuqua. All Utility Facilities and Separate Utility Lines shall be underground except (i) ground-mounted electrical transformers; (ii) as may be necessary during periods of construction, reconstruction, repair or temporary service; (iii) as may be required by Law; (iv) as may be required by the provider of such utility service; and (v) fire hydrants.

4.4 Signage. Fuqua and its Permittees shall have a perpetual non-exclusive easement for the purpose of installing, accessing, maintaining, repairing and replacing monument and directional signage as depicted on the sign renderings attached as **Exhibit G**, in the location(s) depicted on the Site Plan, all in accordance with applicable Laws (the "**Project Signs**"); provided that the City or the DDA (as applicable depending on which Tract the Project Sign(s) is located) shall have reasonable approval rights over any relocation or modifications to the size of such Project Signs. The failure by the DDA or (as applicable) the City (in its capacity as owner) to respond to such request for relocation or modification within ten (10) days of receipt of the same shall be deemed an approval of such request. The easements granted by this Section 4.4 shall include the right to install underground power lines to provide power to such signs. Fuqua shall repair, maintain and replace when necessary the Project Signs, except that the owner of each panel on such Project Signs shall be responsible for the repair and maintenance of its sign panel. The cost of maintaining each of the Project Signs shall be allocated among the Owners having sign panels on each such Project Signs on a pro rata basis relative to the area of such sign panels. The cost of providing electricity to each of such Project Signs shall be borne 100% by Fuqua.

4.5 Detention Facility. Fuqua, Wieland, the City and the DDA and their respective Permittees shall have a perpetual non-exclusive easement over, under, along and across the Retail Tract and the DDA Tract for the purpose of connecting to and using the storm water drainage lines and facilities ("**Detention Facilities**"), including the right to use and impound

storm water within the underground detention vaults located on the Retail Tenant and the DDA Tract in the locations generally depicted on the Site Plan as “**Underground Vault**,” for the sole purpose of collecting and draining storm water and related surface water run-off from such Tracts, as the same may be thereafter improved. Fuqua shall be responsible for the cost to maintain, repair and operate the Detention Facilities. The costs of maintaining, repairing and operating the Detention Facilities (the “**Detention Facility Maintenance Costs**”) shall be borne as follows: the net amount of such costs after deducting sums received by Fuqua from parties under the Access Easement and Landscaping Agreement between Roberts Properties Residential, L.P. and Piedmont Five, LLC, dated September 27, 2012, filed October 1, 2012, recorded in Deed Book 51679, Page 671, Gwinnett County, Georgia, as amended, shall be borne as follows: **[BASED UPON SQ FT IN EACH PARCEL?]** _____% by the Owner of the Retail Tract; _____% by the Owner of the Residential Tract; and _____% by the DDA.

4.6 **Temporary Construction Easement.** Fuqua shall have a temporary construction easement over, under, along and across the DDA Tract and the City Tract for the purpose of performing all work to be performed by Fuqua pursuant to the Site Development Agreement. The temporary construction easement shall terminate upon completion of such work.

ARTICLE V RESTRICTIONS

5.1 **Zoning Conditions.** Each Owner shall comply, for all purposes, as applicable, with the Zoning Conditions established for the Project by the City of Peachtree Corners City Council as part of Ordinance No.: 2014-11-35 as modified by Ordinance No.: 2015-06-49, a copy of which is attached hereto as **Exhibit H** (subject to any modification thereof or variances granted as to such Zoning Conditions). Notwithstanding the foregoing sentence, DDA shall not have responsibility for construction of any improvements and amenities required by the Zoning Conditions, other than the construction of the restroom facilities to be located in the Park Area, which shall be constructed by Fuqua at the expense of the DDA pursuant to the Site Development Agreement.

5.2 **DDA Tract.** The Creek and Trail Area and Park Area shall be developed and used as public trails, creek access and park facilities and the Parking Facility shall be used solely for the operation of the Parking Facility. The DDA shall cause a Parking Facility to be located at all times in the location shown on the Site Plan.

5.3 **Residential Tracts.** The Residential Tract shall be used solely for residential use (including typical amenities such as swimming pool, clubhouse and tennis courts).

ARTICLE VI MAINTENANCE AND REPAIR

6.1 **General Standards.** The Improvements shall at all times be maintained in a safe, clean, sightly, good and functional first-class condition and state of repair, and in compliance with all applicable Laws and the provisions of this Agreement. The operation, maintenance and repair obligations shall include but not be limited to the following:

- (i) General maintenance and repair of all Buildings, utility facilities, loading docks, lighting and paved surfaces, including all driveways, roadways, sidewalks

and parking areas, and all curbing related thereto, in good order and repair and in a safe condition, patching, restriping, repairing, and resurfacing such paved or hardscaped areas when appropriate;

(ii) Removing papers, debris, refuse, ice and snow to the extent necessary to keep them in a first-class, clean and orderly condition;

(iii) Placing, keeping in repair, and replacing all signs on each tract, including, without limitation, appropriate traffic directional signs and markers; and

(iv) Maintaining, repairing, and replacing all landscaped areas (including bulb replacement and weeding), and promptly removing and replacing diseased or dead shrubs, trees and other landscaping as necessary, and keeping any grassed areas neatly mowed and all such areas in a sightly and attractive condition free of underbrush and overgrown vegetation.

Except as set forth in Section 6.3 and Section 6.4, the Improvements located on the Retail Tract, the DDA Tract and the City Tract shall be maintained by Fuqua, at Fuqua's sole cost and expense; provided, however the City and the DDA shall each bear the cost of any Capital Expense reasonably required in connection with the maintenance and repair of their respective Tracts. The Improvements located on the Residential Tract shall be maintained by Wieland, at Wieland's sole cost and expense.

6.2 Shared Improvements. The Parking Facility, Road Facilities (including the street lighting, benches, bicycle racks and trash receptacles and landscaping of all shoulders and medians of such Road Facilities), Utility Facilities, Project Signs and Detention Facilities shall be maintained as set forth above.

6.3 Maintenance of Creek and Trail Area and Park Area. The DDA shall be responsible for maintaining the Creek and Trail Area and Park Area. Such maintenance obligations shall include the maintaining, repair and replacement of all landscaped areas, removing and replacing diseased or dead shrubs, trees, weeding and other landscaping as necessary, litter removal and keeping any grassed areas neatly mowed and all such areas in a sightly and attractive condition, free of underbrush and overgrown vegetation. Fuqua shall be responsible for reimbursing the DDA for ___% of the costs incurred under this Section 6.3 as to the Park Area only (for avoidance of doubt, Fuqua shall not be responsible for any costs incurred by the DDA as to the Creek and Trail Area); provided, however, the DDA shall be responsible for the entire cost of (i) Capital Repairs and the cost of replacements to trees, plants and landscaping other than the planting of annual and seasonal flowers, (ii) any additional maintenance and clean-up costs required in connection with any City sponsored festival or other Special Events, (iii) maintenance and repair of the restroom facilities located in the Park Area, and (iv) water, sewer and electricity service costs incurred in the operation of the restroom facilities located in the Park Area.

ARTICLE VII INSURANCE

7.1 In addition to insurance as to the Parking Facility which shall be governed by Section 2.11, Fuqua and DDA shall maintain or cause to be maintained in full force and effect

commercial general liability insurance with a financially responsible insurance company or companies licensed to do business in the State of Georgia insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by the condition, use or occupancy of its property or the improvements located thereon; such insurance to provide for a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage combined, plus "umbrella" coverage of at least an additional Five Million Dollars (\$5,000,000.00) of liability insurance. Such insurance shall extend to the contractual obligation of the insured party arising out of the indemnification obligations set forth in this Agreement. Upon request, each party shall furnish to the other evidence that the insurance required to be carried by this Section 7.1 is in full force and effect. All policies of insurance shall name the other party and its mortgagee as additional insureds.

7.2 The DDA (or City) shall maintain or cause to be maintained in full force and effect special event liability insurance with a financially responsible insurance company or companies licensed to do business in the State of Georgia insuring against claims on account of loss of life, bodily injury, or property damage that may arise from, or be occasioned by the condition, use or occupancy of its property or the improvements located thereon during Special Events; such insurance to provide for a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury and property damage combined, plus "umbrella" coverage of at least an additional Five Million Dollars (\$5,000,000.00) of liability insurance. Such insurance shall extend to the contractual obligation of the DDA arising out of the indemnification obligations set forth in this Agreement. Upon request, the DDA shall furnish to Fuqua evidence that the insurance required to be carried by this Section 7.2 is in full force and effect. All policies of insurance shall name Fuqua and its mortgagee as additional insureds.

ARTICLE VIII SHARED EXPENSES

8.1 All sums due each party hereunder shall be due and payable within thirty (30) days of the receipt of an invoice therefor. Any sums not paid as and when due shall accrue Interest. If such reimbursement is not paid within the thirty (30) day period, together with Interest thereon, and collection is required, the delinquent party shall reimburse the requesting party for its reasonable attorneys' fees and costs of collection.

8.2 Costs, expenses and Interest accruing and/or assessed pursuant to Section 8.1 above shall constitute a lien against the City Tract, the Residential Tract or DDA Tract. Such lien shall attach and take effect only upon recordation of a claim of lien in the Gwinnett County, Georgia Real Estate Records. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of Georgia. The claim of lien shall include the following: (i) the name of the lien claimant; (ii) a statement concerning the basis for the claim of lien; (iii) an identification of the owner of the City Tract, the DDA Tract, the Fuqua Tract or interest therein against which the lien is claimed; (iv) a description of the applicable City Tract, the DDA Tract or the Fuqua Tract; (v) a description of the work performed

which has given rise to the claim of lien and a statement itemizing the amount thereof; and (vi) a statement that the lien is claimed pursuant to the provisions of this Agreement, reciting the date and document number of recordation hereof. The notice of lien claim shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the owner of the City Tract, the DDA Tract or the owner of the Fuqua Tract by (a) personal service, (b) nationally recognized overnight delivery service, or (c) certified mail, return receipt requested. Notwithstanding the foregoing, no lien rights shall exist as to the City Tract during such time as the City Tract is owned by the City of Peachtree Corners, nor as to the DDA Tract during such time as the DDA Tract is owned by the City of Peachtree Corners Downtown Development Authority. In the alternative, during such times when the City Tract is owned by the City of Peachtree Corners and/or the DDA Tract is owned by the City of Peachtree Corners Downtown Development Authority, in lieu of such lien rights, in the event that the City and/or the DDA fails to make a payment as and when due, then the rights of the City or DDA, as applicable, to use the Parking Facility shall be suspended until such time as such payment is made.

Notwithstanding anything in the above section, any lien rights shall be and are subordinate to any lien created by mortgage, deed of trust or deed to secure debt encumbering the City Tract, the DDA Tract, Fuqua Tract or the Residential Tract.

ARTICLE IX DEFAULT

9.1 Default.

(a) If any Owner fails to comply or fails to cause any Occupant of its tract to comply with any provision herein (the “**Defaulting Owner**”), then following delivery of the written notices discussed below the non-defaulting Owner (“**Non-Defaulting Owner**”) at its option and in addition to any other remedies it may have at law or equity may proceed to perform such defaulted obligation on behalf of Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of Defaulting Owner. Before exercising any remedy, the Non-Defaulting Owner shall first notify the Defaulting Owner in writing at least thirty (30) days in advance. The foregoing right of the Non-Defaulting Owner to cure shall not be exercised if within the notice period (i) Defaulting Owner cures the default, or (ii) if the default is a non-monetary default and cannot be reasonably cured within that time period, but Defaulting Owner begins to cure such default within such time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists that poses an immediate threat to life or property or if such default causes interference with the construction, operation or use of all or any portion of the Land which requires immediate attention; and in such event, the Non-Defaulting Owner shall give whatever notice to Defaulting Owner as is Reasonable under the circumstances.

(b) Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs) Defaulting Owner shall reimburse the Non-Defaulting Owner for any sum actually and reasonably expended by Non-Defaulting Owner due to the default or in correcting the same, and, if such reimbursement is not paid within said thirty (30) days, together with Interest thereon, and if collection is required, Non-Defaulting Owner’s Reasonable attorney’s fees and costs of collection.

9.2 Remedies Cumulative. Any remedies provided for in Section 6.1 are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled

in law or in equity and shall include the right to restrain by injunction any violation or threatened violation by any party of any of the terms, covenants, or conditions of this Agreement and by decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for any breach of any such term, covenant, or condition is not adequate.

ARTICLE X TERM

This Agreement and each term, covenant, restriction and undertaking of this Agreement, excluding Article V hereof, shall run with and bind the Land and remain in effect perpetually. Article V of this Agreement shall continue in full force and effect until 11:59 P.M. EST on the twentieth (20th) anniversary of the Effective Date of this Agreement; provided, however, the applicable term shall be automatically renewed for three (3) separate and successive periods of twenty (20) years each or the longest period permitted by applicable Law, unless all Owners agree to terminate Article V and file, not later than ninety (90) days prior to the expiration of the then current term or renewal term, a notice to such effect in the Gwinnett County, Georgia Real Estate Records.

ARTICLE XI MISCELLANEOUS

11.1 Interest. Wherever in this Agreement it is provided that any party is to pay to any other party a sum of money with "Interest," the amount of interest to be paid shall be calculated upon the sum advanced or due from the time advanced or due until the time paid at the lesser of:

- (a) The highest rate permitted by law to be paid on such type of obligation; or
- (b) The per annum rate equal to two percentage (2%) points in excess of the "prime rate" of interest from time to time publicly announced by Wells Fargo, N.A. or its successors or assigns.

11.2 Estoppel Certificates. Upon written request from time to time by any Owner, each party shall issue to such requesting party an estoppel certificate stating:

- (a) Whether the party to whom the request has been directed has given any notice to the requesting party of any default by such requesting party under this Agreement which remains uncured, and if there are such defaults of which notice has been given and which remain uncured, specifying the nature thereof;
- (b) Whether to such party's knowledge this Agreement has been supplemented, modified or amended in any way (and if it has, then stating the nature thereof);
- (c) That to such party's knowledge this Agreement as of that date is in full force and effect; and
- (d) The amount of Parking Facility Maintenance Costs, Parking Facility Insurance Costs and Detention Facility Maintenance Costs for the previous four (4) quarters.

11.3 Singular and Plural. Whenever required by the context of this Agreement, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

11.4 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

11.5 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Land to the general public, or for any public use or purpose whatsoever.

11.6 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

11.7 Amendments. This Agreement may not be amended in whole or in part except by the written consent of Fuqua, the DDA, the City and (i) prior to the formation of the HOA, Wieland, and (ii) after the formation of the HOA, the HOA, which written agreement shall be deemed effective only when recorded in the land records of Gwinnett County, Georgia. Notwithstanding the foregoing, Fuqua, the DDA and the City together may modify this Agreement without the written consent of Wieland or the HOA so long as such modification has no material adverse effect on the Residential Tract.

11.8 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of the Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

11.9 Agreement Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement. However, such limitation shall not affect in any manner any other rights or remedies which a party may have hereunder by reason of any such breach.

11.10 Time. Time is of the essence of this Agreement.

11.11 Non-Waiver. The failure of any-party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

11.12 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Georgia.

11.13 Covenants Run With Land. Each and every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed by any party to this Agreement is made by such party not only for the benefit of the

other party hereto but also as owner of a tract and shall be an equitable servitude on the tract owned by such party appurtenant to and for the benefit of the tract owned by the other party. Every obligation of this Agreement shall run with the land and shall be binding upon the party making or assuming such obligation and such party's successors and assigns and shall inure to the benefit of the other party hereto and its successors and assigns. Upon formation of the HOA, the rights and remedies of the Owner of the Residential Tract shall be exercised solely by the HOA and no homeowner of any portion of the Residential Tract shall be entitled to exercise any such right or remedy. Any transferee of any part of the Land shall automatically be deemed, by acceptance of the title to such parcel, or portion thereof, to have assumed all obligations contained in this Agreement relating thereto, and to have agreed with the then owner or owners of all other portions of the Land to execute any and all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof. The transferor of any such part of the Land shall, upon the completion of such transfer, be relieved of all further liability hereunder except for such liability as may have arisen during the transferor's period of ownership of such part of the Land so conveyed and which remains unsatisfied. Any reference to Fuqua, the DDA, the City and Wieland in this Agreement shall include such party's successors in title and assigns.

11.14 Permits. For avoidance of doubt, Fuqua agrees that any approval granted by the City hereunder shall not replace or supersede any building, development or other permit required under City ordinances or regulations.

11.15 Notices. Any notice required or permitted to be delivered hereunder shall be in writing, signed by the party giving such notice or its attorney at law and shall be deemed to be delivered, whether or not actually received, (a) when the same has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom such notice is sent, (b) when deposited for overnight delivery with a nationally recognized express mail carrier service such as FedEx or DHL, or (c) when personally delivered by commercial courier service or other messenger. For purposes of delivering notice, the addresses of the parties shall be as follows:

City: City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
Attention: Julian Jackson, City Manager

and City Attorney
Riley McClendon, LLC
315 Washington, Ave.
Marietta, GA 30060
Attention: William F. Riley, Esq.

DDA: City of Peachtree Corners Downtown
Development Authority
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092
Attention: Diana Wheeler, Community Development Director

and Baker, Donelson, Bearman, Caldwell and
Berkowitz, PC
Monarch Plaza, Suite 1600
3414 Peachtree Road NE
Atlanta GA 30326
Attention: Jed S. Beardsley Esq.

Fuqua: 15 Piedmont Center
3575 Piedmont Road NE, Suite 800
Atlanta, GA 30305
Attention: Jeffrey S. Fuqua

with a copy to: Sutherland Asbill & Brennan LLP
999 Peachtree Street, NE, Suite 2300
Atlanta, GA 30309-3996
Attention: James B. Jordan, Esq.

Wieland: _____

Attention: _____

with a copy to: _____

Attention: _____

Any Owner shall have the right to amend its addresses for notice, by delivering written notice of such change to the other Owners at the addresses set forth above.

11.16 Mandatory Non-Binding Mediation. As a condition precedent to the institution of any legal action or proceeding, all disputes shall be submitted to mediation before a professional mediator selected by the parties. Such mediations shall be conducted at a mutually agreed time and place, shall not be less than one day in length, and the costs and expenses of the mediator shall be split equally between the parties. Only upon the unsuccessful completion of such mediations shall either party have the right to pursue further resolution of outstanding issues hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement under seal to be effective as of the Effective Date.

Fuqua:

Signed, sealed and delivered in the presence of:

FUQUA _____, LLC, a Georgia limited liability company

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

[Notarial Seal or Stamp]

DDA:

Signed, sealed and delivered in the presence of:

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

Unofficial Witness

By: _____

Name: _____

Title: _____

Notary Public

My Commission Expires:

[Notarial Seal or Stamp]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[Notarial Seal or Stamp]

City:

CITY OF PEACHTREE CORNERS,
a public body corporate and politic

By: _____

Name: _____

Title: _____

Attest: _____

Kym Chereck, City Clerk

Approved as to form:

City Attorney

Wieland:

Signed, sealed and delivered in the presence of:

JWH ACQUISITIONS, LLC,
a Delaware limited liability company

Unofficial Witness

Notary Public

My Commission Expires:

[Notarial Seal or Stamp]

By: _____

Name: _____

Title: _____

**CONSENT AND SUBORDINATION TO GRANT OF INGRESS, EGRESS AND
RECIPROCAL EASEMENTS AND RESTRICTIONS**

The [____], a [____], is Lender under that certain Deed to Secure Debt, Security Agreement and Fixture Filing dated as of _____ and recorded in the Real property records of Gwinnett County, Georgia in **Deed Book** ____, **page** __ (the "**Mortgage**"). By executing this instrument, the undersigned hereby consents to the execution, delivery and recordation of the Grant of Ingress, Egress and Reciprocal Easements and Restrictions (the "**Declaration**") to which this instrument is attached and confirms the subordination of the lien of the Mortgage, and the debt and any fixtures secured thereby, to the Declaration.

IN WITNESS WHEREOF, the undersigned have executed and delivered this release, this ____ day of _____, 2015.

Signed, sealed and delivered in the presence of:

[____], a [____],

By: _____

Name: _____

Title: _____

Unofficial Witness

[CORPORATE SEAL]

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Exhibits

A – Retail Tract Legal Description

B – Residential Tract Legal Description

C - City Tract Legal Description

D – DDA Tract Legal Description

E - Site Plan

F - Parking Facilities Rules and Regulations

G - Project Signs

H - Zoning Conditions

Exhibit A

Retail Tract Legal Description

Exhibit B

Residential Tract Legal Description

Exhibit C

City Tract Legal Description

Exhibit D

DDA Tract Legal Description

Exhibit E

Site Plan

Include:

Residential Tract
Retail Tract
City Tract
DDA Tract
Park Area
Trails and Creek Area
Parking Facility
Road Facilities
Locations of Project Signs (monument and directional)
Detention Area
Pedestrian Accessway

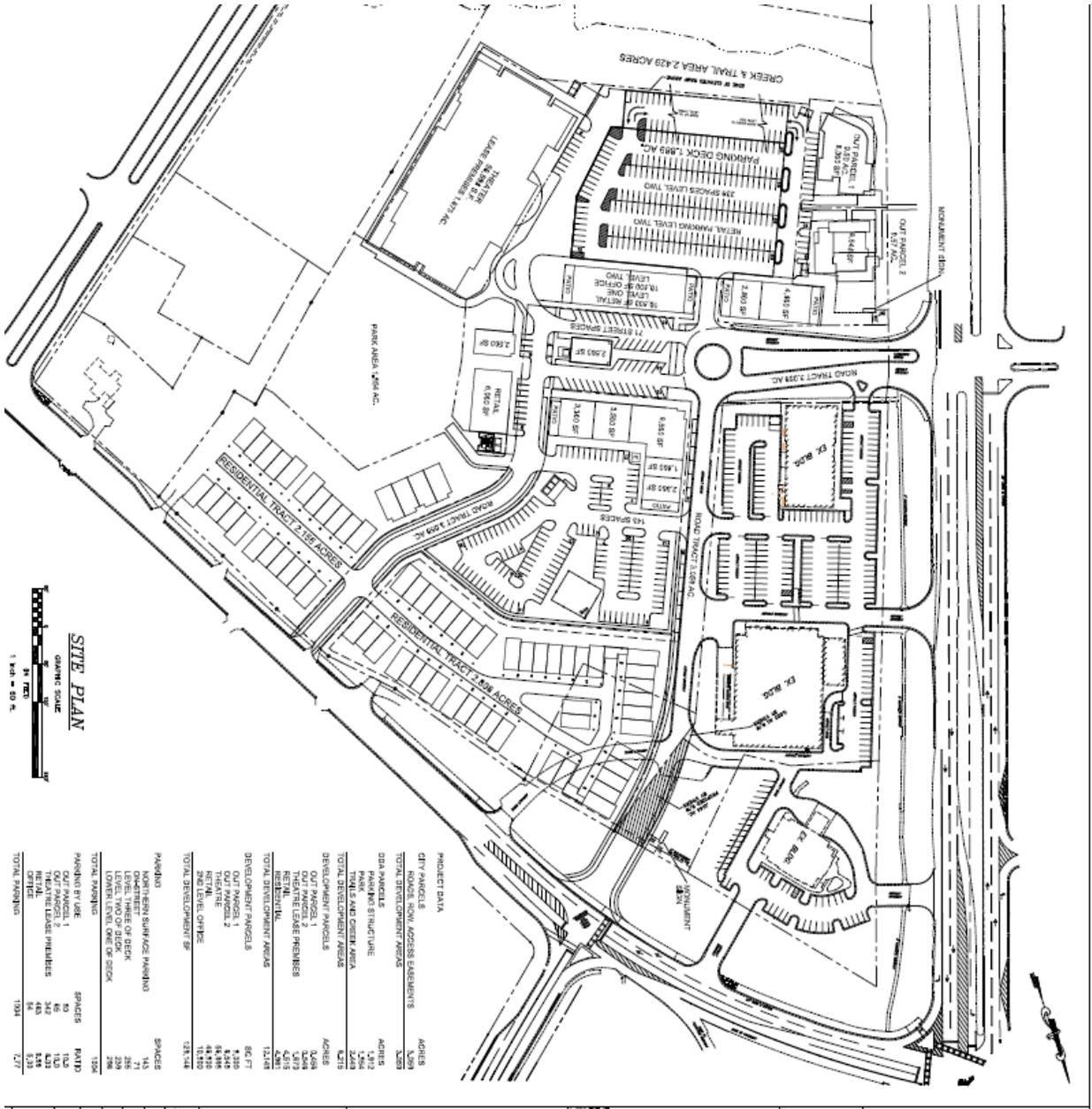
Exhibit F

Parking Facilities Rules and Regulations

Exhibit G

Renderings of Project Signs [showing location of Residential and DDA Parcels]





SITE PLAN
 GRAPHIC SCALE
 1" = 50' N

PROJECT DATA		ACRES
DEV PARCELS		12.00
TOTAL DEVELOPMENT AREA		12.00
DBA PARCELS		12.00
THIRD AND FOURTH AREA		12.00
TOTAL DEVELOPMENT AREA		12.00
DEVELOPMENT PARCELS		12.00
OUT PARCEL 1		2,800
OUT PARCEL 2		2,800
RETAIL		18,000
RETAIL OFFICE		18,000
TOTAL DEVELOPMENT SF		41,600
DEVELOPMENT PARCELS		12.00
OUT PARCEL 1		2,800
OUT PARCEL 2		2,800
RETAIL		18,000
RETAIL OFFICE		18,000
TOTAL DEVELOPMENT SF		41,600
PARCELS		12.00
DEVELOPMENT PARCELS		12.00
LEVEL THREE OFFICE DECK		18,000
LEVEL TWO OFFICE DECK		18,000
LOWER LEVEL OFFICE DECK		18,000
TOTAL PARCELS		12.00
PARCELS BY USE		12.00
OUT PARCEL 1		2,800
OUT PARCEL 2		2,800
RETAIL		18,000
RETAIL OFFICE		18,000
TOTAL PARCELS		12.00

Exhibit H

Zoning Conditions

R2016-01-51

D. Wheeler

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO
AUTHORIZE THE MAYOR TO SIGN ALL CLOSING DOCUMENTS
ASSOCIATED WITH, AND REQUIRED FOR, THE SALE OF TOWN CENTER
PROPERTY TO FUQUA ACQUISITIONS II, LLC. , AS WELL AS THE
ACQUISITION OF TOWN CENTER LAND FROM THE CITY OF PEACHTREE
CORNERS DOWNTOWN DEVELOPMENT AUTHORITY**

WHEREAS, the City has endeavored to pursue a Town Center development on approximately 20 acres of land located on Peachtree Parkway and Peachtree Corners Circle; and

WHEREAS, in order to implement a Town Center development, it is necessary that a portion of property be sold for the purpose of commercial and residential development;

WHEREAS, the City will need to acquire a portion of the land currently owned by the Downtown Development Authority in order to facilitate the development of roadways, utilities, and other infrastructure within the Town Center;

NOW, THEREFORE, BE IT RESOLVED, by the City of Peachtree Corners that the Mayor is authorized to execute contract documents to close on the sale and purchase of Town Center property.

SO RESOLVED AND EFFECTIVE, this the 19th day of January, 2016.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk

(SEAL)

R2016-01-63

D. Wheeler

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2015-006, ADULT DAY CARE CENTER, REQUEST FOR A SPECIAL USE PERMIT TO ALLOW AN ADULT DAY CARE CENTER IN AN M-2, HEAVY INDUSTRY, ZONING DISTRICT ON A PORTION OF A 13.1 ACRE SITE LOCATED AT 4350 PEACHTREE INDUSTRIAL BLVD., DISTRICT 6, LAND LOT 268, PARCEL 008, 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 January 19, 2016 and February 16, 2016;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on February 16, 2016 hereby ordain and approve the Zoning Case SUP2015-006, for the above referenced property with the following enumerated conditions:

1. The Adult Day Care Center shall be developed in general accordance with the site plan submitted with the application. The proposed use shall be limited to space within the existing structures on the subject property.
2. The Adult Day Care Center shall be limited to a maximum of 112 guests and staff at any time.
3. Hours of operation shall be limited to 8:00am to 5:00pm, seven days per week.

Effective this 16th day of February, 2016.

So signed and Witnessed

Approved :

this _____ day of _____, 2016

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

SPECIAL USE PERMIT ANALYSIS

PLANNING COMMISSION DATE:	January 12, 2016
CITY COUNCIL DATE:	February 16, 2016
CASE NUMBER	SUP2015-006
APPLICATION REQUEST	Adult Day Care Center
LOCATION	4350 Peachtree Industrial Boulevard
PROPERTY SIZE	13.1 acres
ZONING	M-2 (Heavy Industry)
FUTURE DEVELOPMENT MAP	Preferred Office
APPLICANT	Kendall Z. Hall 1969 LeGrand Circle Lawrenceville, GA 30043
CONTACT:	Kendall Hall 678-378-0866
OWNER:	Kings Brothers, LLC 4350 Peachtree Industrial Boulevard Peachtree Corners, GA 30071 770-840-1090
RECOMMENDATION:	Approval With Conditions

PROJECT DATA:

The applicant requests a Special Use Permit on a portion of a 13.1-acre parcel, currently zoned M-2 (Heavy Industry District), to allow an Adult Day Care Center. The property is located on the southwest corner of Peachtree Industrial Boulevard and Turman Drive, and currently has Special Use Permits granted by Gwinnett County in 2007 for a church and a private school. The applicant has stated that the building is currently being used for a part-time school. The property is developed with a one- to three-story building, and the site plan provided by the applicant shows the proposed Adult Day Care Center located in an existing suite near the north side of the structure.

The letter of intent indicates the proposed hours of operation for the Adult Day Care Center would be from 8:00am through 2:00pm. The Center would serve up to 112 guests and staff, and is currently pending State licensing.

The surrounding area is largely characterized by industrial and office uses, including properties immediately to the east, west, and south and numerous properties to the east and west between Peachtree Industrial Boulevard and Buford Highway. Properties immediately to the

north across Peachtree Industrial Boulevard are vacant, with single-family residences further to the north.

The subject property is located within the Preferred Office district on the 2033 Comprehensive Plan's Future Land Use Map. The property is not located within the City's Livable Centers Initiative (LCI) Study Area. The Preferred Office area encourages office/professional and mixed-use development, while discouraging "all forms of industrial".

ZONING HISTORY:

The property is currently zoned M-2 (Heavy Industrial District). Special Use Permits were granted by Gwinnett County in 2007 for a church and a private school at this location.

ZONING STANDARDS:

Zoning Code Section 1702 identifies specific criteria that should be evaluated when considering a zoning decision. These criteria are enumerated as 'A' through 'F', below. Following each item is the applicant's response followed by Staff's comment.

A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?

Applicant Comment: Yes.

Staff's Comment: In terms of the use and development of adjacent and nearby property, an Adult Day Care Center would not be significantly different than a school or church, which are currently permitted on the subject property. Adjacent and nearby properties are largely office or industrial in use, and a Special Use Permit for the proposed use within an existing structure would be suitable in this location.

B. Will this proposed rezoning, special use permit, or change in conditions adversely affect the existing use or usability of adjacent or nearby property?

Applicant's Comment: No.

Staff's Comment: The proposed Special Use Permit would not alter the current site plan or building footprint on the subject property and would allow a use that would be unlikely to have any adverse impacts on the surrounding area.

C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?

Applicant's Comment: Reasonable perhaps. However, the property is not currently under long-term lease and is not being utilized to its full capacity.

Staff's Comment: The property has a reasonable economic use as currently zoned.

D. Will the proposed rezoning, special use permit, or change in conditions result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

Applicant's Comment: No. The maximum expected occupancy at the location is 112 persons, with 89% of those being shuttled via passenger van during off-peak hours.

Staff's Comment: The proposed use would be unlikely to result in an excessive or burdensome use of streets, transportation facilities, utilities, or schools. As the applicant has stated that 89% of guests will utilize passenger van shuttles to the facility, traffic generation would be unlikely to be significantly higher than under the current Special Use Permit for a school, and would be unlikely to have a significantly higher peak-hour trip generation than under the current Special Use Permit for a church. There would be little effect on utilities and no effect on schools.

E. Is the proposed rezoning, special use permit, or change in conditions in conformity with the policy and intent of the land use plan?

Applicant's Comment: The property is zoned M-2, but is currently housing an educational facility. The building itself, location, etc., is well-suited to our operational requirements.

Staff's Comment: (see Comprehensive Plan heading, next page.)

F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?

Applicant's Response: No.

Staff's Comment: The property currently having Special Use Permits for non-industrial, non-office uses (church and school) gives supporting grounds for the approval of the proposed Special Use Permit for an Adult Day Care Center.

COMPREHENSIVE PLAN:

The 2033 Peachtree Corners Comprehensive Plan Future Development Map indicates that the property is located within the Preferred Office Character Area. All industrial uses are discouraged in this area, with office and mixed-use development encouraged. While an Adult Day Care Center is not an office use, it would add to the mixed-use nature of the area around the subject property while helping shift the property away from industrial uses. This would be in keeping with the intent of the Preferred Office Character Area.

DEPARTMENT ANALYSIS:

The subject property is a 13.1-acre tract on the southwest corner of Peachtree Industrial Boulevard and Turman Drive. The site is currently zoned M-2 (Heavy Industry District), which requires a Special Use Permit for a Day Care Center. Gwinnett County approved two Special

Use Permits in 2007 on the property for a private school and a church. The property is currently developed with a one-story industrial structure attached to a two- and three-story office building. The proposed use would be entirely within the existing structure.

The Future Development Map shows the property located in the Preferred Office district. Properties located immediately to the south, east and west, along with the majority of nearby properties, are developed with office and industrial uses. The proposed Special Use Permit would not change the existing scale of the structures on the property, would be compatible in use with these surrounding and nearby areas, and would be unlikely to place an excessive burden on existing streets, transportation systems, utilities, or schools.

The Comprehensive Plan discourages all industrial uses within the Preferred Office character area, and promotes office and mixed-use development. Utilizing the subject property for a non-industrial purpose furthers the Comprehensive Plan's objective. While an Adult Day Care Center is not listed as an appropriate use in this area, the Comprehensive Plan calls for the area to be home to "diverse employment- and revenue-generating businesses" and to allow for "transitions as economic demand changes." An Adult Day Care Center would add to the diversity of businesses in the Character Area and would serve as an amenity to nearby residential areas.

RECOMMENDATION:

After review of the applicant's proposal and other relevant information, it is recommended that SUP2015-006 be approved with the following conditions:

1. The Adult Day Care Center shall be developed in general accordance with the site plan submitted with this application. The proposed use shall be limited to space within the existing structures on the subject property.
2. The Adult Day Care Center shall be limited to a maximum of 112 guests and staff at any time.
3. Hours of operation shall be limited to 8:00am to 5:00pm, seven days per week.

REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS APPLICATION

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF PEACHTREE CORNERS, GEORGIA

APPLICANT INFORMATION	OWNER INFORMATION
NAME: <u>Kendall Z. Hall</u>	NAME: <u>KINGS BROTHERS LLC</u>
ADDRESS: <u>1969 LeGrand Cir.</u>	ADDRESS: <u>4350 PEACHTREE INDUSTRIAL BLVD</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Norcross, PEACHTREE CORNERS</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30071</u>
PHONE: <u>678/378-0866</u>	PHONE: <u>(770)840-1090</u>
E-MAIL: <u>khall8484@yahoo.com</u>	E-MAIL: <u>jliang@colorimaging.com</u>
CONTACT PERSON: <u>KENDALL HALL</u> PHONE: <u>678-378-0866</u>	
CONTACT'S E-MAIL: <u>KHALL8484@yahoo.com</u>	

APPLICANT IS THE:

- OWNER'S AGENT
 PROPERTY OWNER
 CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): M-2 REQUESTED ZONING DISTRICT: M-2

LAND DISTRICT(S): 6 LAND LOT(S): 268 ACREAGE: PART OF 13.1 ACRES

ADDRESS OF PROPERTY: 4350 PEACHTREE INDUSTRIAL BLVD.

PROPOSED DEVELOPMENT: ADULT DAY CARE CENTER

Staff Use Only This Section

Case Number: SVP 2015-006 Hearing Date: P/C 1/12/16 C/C 2/16/16 Received Date: 12/1/15

Fees Paid: \$850 By: D. WHEELER

Related Cases & Applicable Conditions:

Description: _____

Good Fortune LLC
1969 Legrand Circle
Lawrenceville, GA 30043
(678) 378-0866

1 December 2015

City of Peachtree Corners
Planning and Zoning Commission
Suite 200
147 Technology Parkway
Peachtree Corners, GA 30092

Dear Sirs and Madam:

Our organization, Good Fortune LLC, is exploring the feasibility of opening an Adult Day Center in your jurisdiction.

The purpose of our facility will be to offer a "program that addresses primarily the basic social and recreational activities needed to be provided to aging adults, but also provides, as required, limited personal care assistance, supervision, or assistance essential for sustaining the activities of daily living" (O.C.G.A. § 49-6-82). We will offer meal services for our clients, but will not offer any degree of on-site habitation.

More specifically, we will be providing:

- Age appropriate recreational activities
- Social activities
- Medicine dispensing
- Daily living assistance
- Hot meals and snacks
- Educational opportunities
- Transportation to and from the facility

The location that we are interested in is 4350 Peachtree Industrial Blvd., Norcross, GA 30071. This location is zoned as an M-2 Heavy Industry District, but is currently being used, part-time, as a Chinese School.

In addition to providing a valuable service to the senior population in the area, we will also be offering opportunities for local high school students to earn valuable experience in the healthcare industry. We are developing both volunteer and internship programs for this purpose.

I appreciate your consideration in this matter, and my colleagues and I look forward to the opportunity to present our ideas to you personally.

Respectfully Yours,

Kendall Hall
Kendall Hall

- HOURS OF OPERATION : M, W, T, F, S. → 8:00 AM - 2:00 PM
- STATE LICENSE PENDING
- 100 GUESTS + STAFF

E1502006

APPLICANT'S RESPONSE
STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to section 1702 of the 2012 zoning resolution, the city council finds that the following standards are relevant in balancing the interest in promoting the public health, safety, morality or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

PLEASE RESPOND TO THE FOLLOWING STANDARDS IN THE SPACE PROVIDED OR USE AN ATTACHMENT AS NECESSARY:

A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes.

B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?

No.

C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?

Reasonable, perhaps. However, the property is not currently under long-term lease and is not being utilized to its full capacity.

D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?

No. The maximum expected occupancy at the location is 112 persons, with 89% of those being shuttled via passenger van during off-peak hours.

E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?

The property is zoned M2, but is currently housing an educational facility. The building itself, location, etc. is well suited to our operational requirements.

F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?

No.

APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

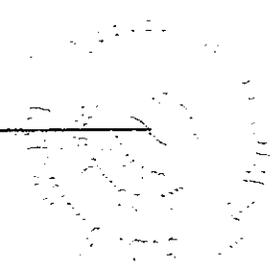
Kendall Z. Hall
Signature of Applicant

10/13/2015
Date

KENDALL Z. HALL
Type or Print Name and Title

Cindy Cunningham 10/13/15
Signature of Notary Public Date

Notary Seal



12/8/2018

PROPERTY OWNER'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.

S. Wang
Signature of Property Owner

11/06/2015
Date

SUELING WANG, Managing member
Type or Print Name and Title

Shobha Patel
Signature of Notary Public

11/6/15
Date

Notary Seal



DISCLOSURE REPORT FORM
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL?

CHECK ONE: YES NO KENDALL Z. HALL
 (If yes, please complete the "Campaign Contributions" section below) Print Name

1. CAMPAIGN CONTRIBUTIONS

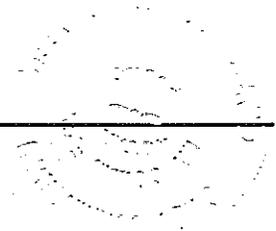
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

2. THE UNDERSIGNED ACKNOWLEDGES THAT THIS DISCLOSURE IS MADE IN ACCORDANCE WITH THE OFFICIAL CODE OF GEORGIA, SECTION 36-67A-1 ET. SEQ. CONFLICT OF INTEREST IN ZONING ACTIONS, AND THAT THE INFORMATION SET FORTH HEREIN IS TRUE TO THE UNDERSIGNED'S BEST KNOWLEDGE, INFORMATION AND BELIEF.

Kendall Z. Hall 10/13/2015 KENDALL Z. HALL
 Signature of Applicant Date Type or Print Name and Title

 Signature of Applicant's Attorney or Representative Date Type or Print Name and Title

Cindy Cunningham 12-13-15 _____
 Signature of Notary Date Notary Seal



12/8/2018

**DISCLOSURE REPORT FORM
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS**

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT FOR THE REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING \$250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF \$250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL?

CHECK ONE: YES NO KENDALL Z. HALL
(If yes, please complete the "Campaign Contributions" section below) Print Name

1. CAMPAIGN CONTRIBUTIONS

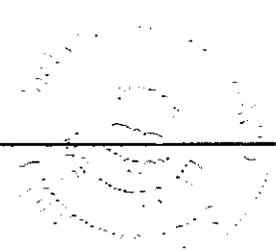
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

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Kendall Z. Hall 10/13/2015 KENDALL Z. HALL
 Signature of Applicant Date Type or Print Name and Title

 Signature of Applicant's Attorney or Representative Date Type or Print Name and Title

Cindy Cunningham 10-13-15 _____
 Signature of Notary Date Notary Seal



12/8/2018

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF PEACHTREE CORNERS PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL A PUBLIC HEARING APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE REZONING REQUEST.

PARCEL I.D. NUMBER: 674 - 268 - R 6268008
(Map Reference Number) District Land Lot Parcel

Kendall Z. Hall 11/14/2015
Signature of Applicant Date

KENDALL Z. HALL
Type or Print Name and Title

Tax Commissioners Use Only

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

[Signature] TSAI
NAME TITLE

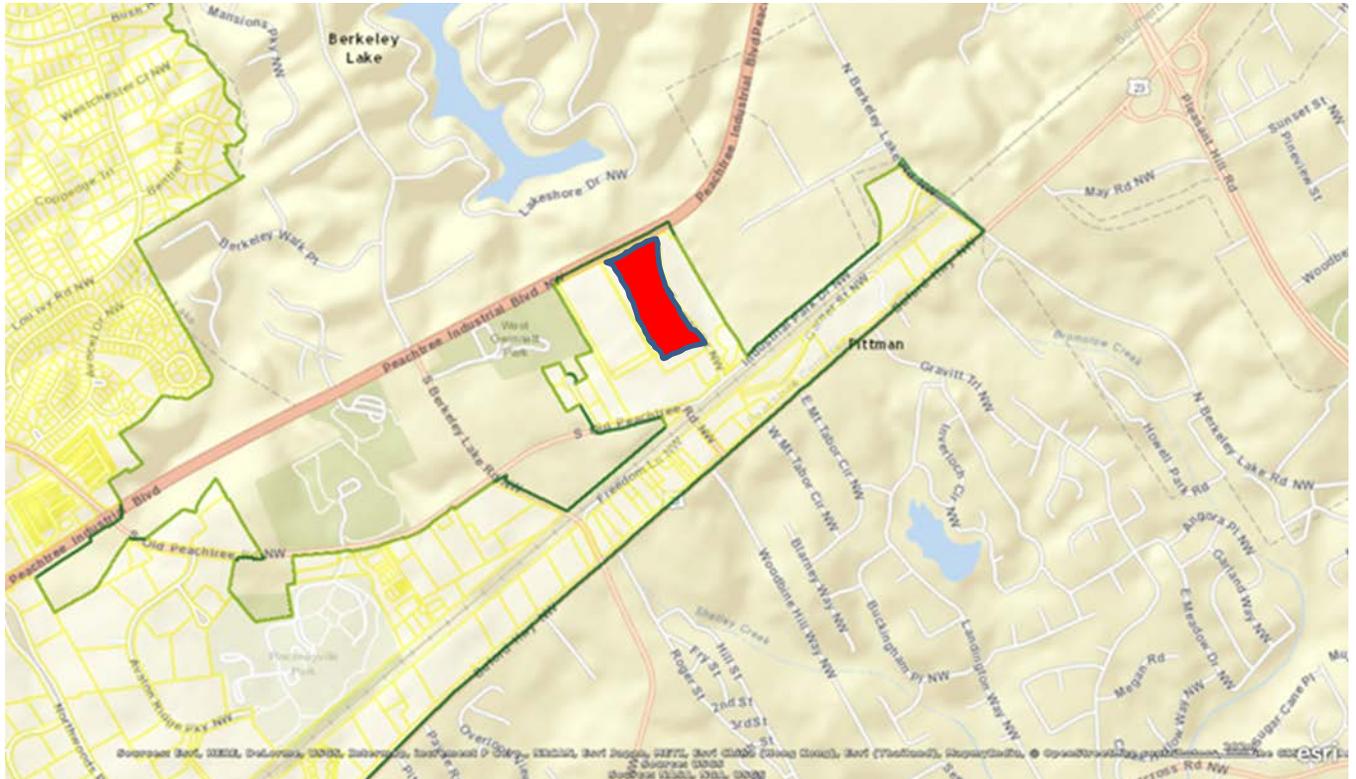
11-18-15
DATE

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT**

147 Technology Parkway, Suite 200, Peachtree Corners, GA 30092
Tel: 678.691.1200 | www.cityofpeachtreecornersga.com

PROPERTY LOCATION MAP

Adult Day Care



CASE NUMBER:

SUP2015-006

**PLANNING
COMMISSION**

**CITY COUNCIL
1ST READING**

**CITY COUNCIL
2ND READING**

HEARING DATES:

JAN. 12, 2016

JAN. 19, 2016

FEBRUARY 16, 2016

PROPERTY ADDRESS:

4350 PEACHTREE INDUSTRIAL BOULEVARD

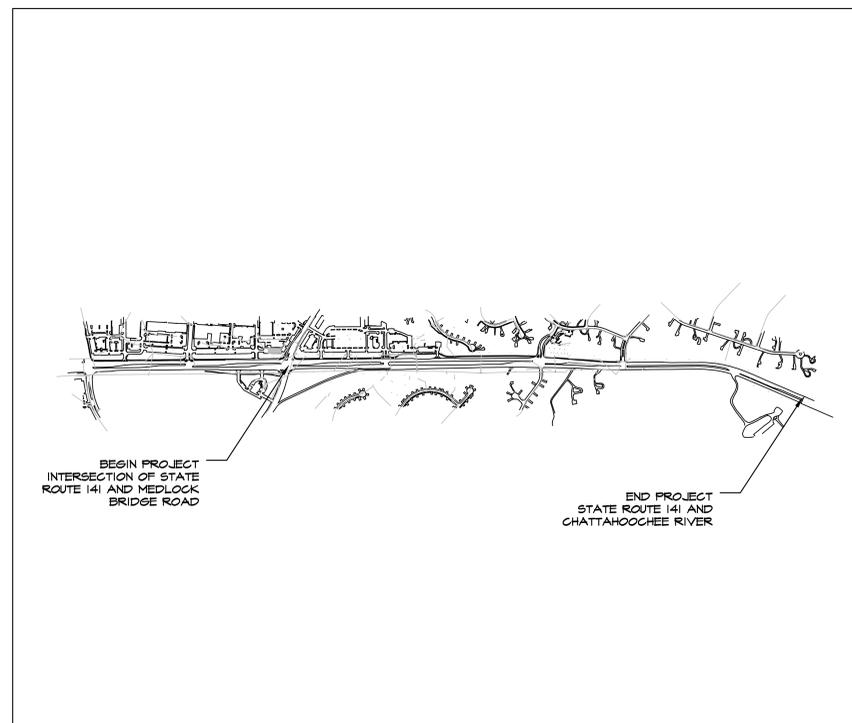
Work Session
SR 141 Median
Greg Ramsey

LANDSCAPE DEVELOPMENT PLANS
FOR
PEACHTREE CORNERS MEDIAN
CITY OF PEACHTREE CORNERS, GEORGIA
GWINETT COUNTY

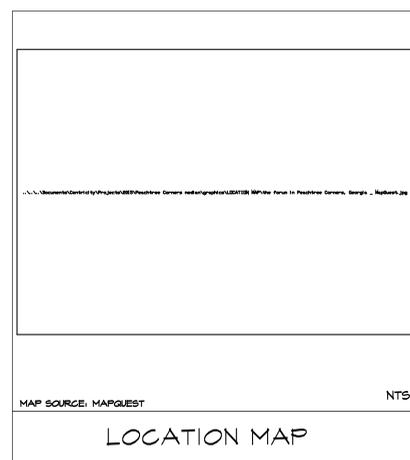
PROJECT SPONSOR: CITY OF PEACHTREE CORNERS
SEPTEMBER 1, 2015

100% SUBMITTAL
PLANS

NOT RELEASED
FOR CONSTRUCTION



PROJECT AREA MAP NTS PROJECT LENGTH: 1.16 MILES



LOCATION MAP

DRAWING LIST

DRAWING NO.	DESCRIPTION
LS-0	COVER SHEET
LS-1	LANDSCAPE DEVELOPMENT PLAN
LS-2	LANDSCAPE DEVELOPMENT PLAN
LS-3	LANDSCAPE DEVELOPMENT PLAN
LS-4	LANDSCAPE DEVELOPMENT DETAILS
LS-5	LANDSCAPE DEVELOPMENT NOTES AND PLANT LIST

Centricity, LLC.
Landscape Architecture

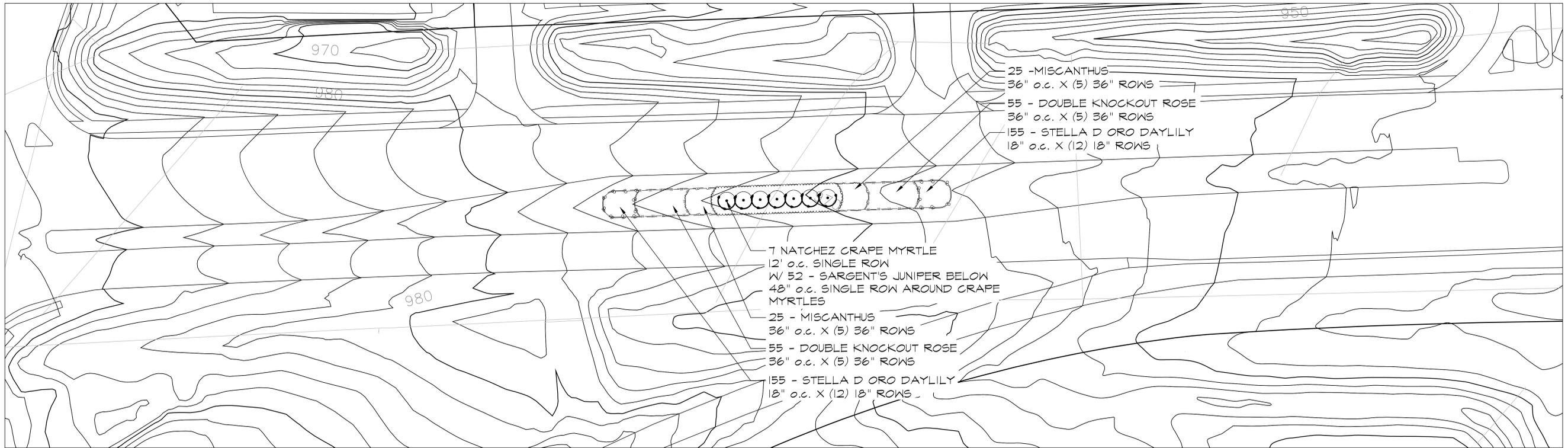
City of
PEACHTREE CORNERS
147 Technology Parkway, Suite 200
Peachtree Corners, GA 30092

DESIGNED BY: SWK	CHECKED BY: SWK	DATE:
DRAWN BY:	REVIEWED BY: SWK	DATE:

DATE	REVISIONS

COVER SHEET

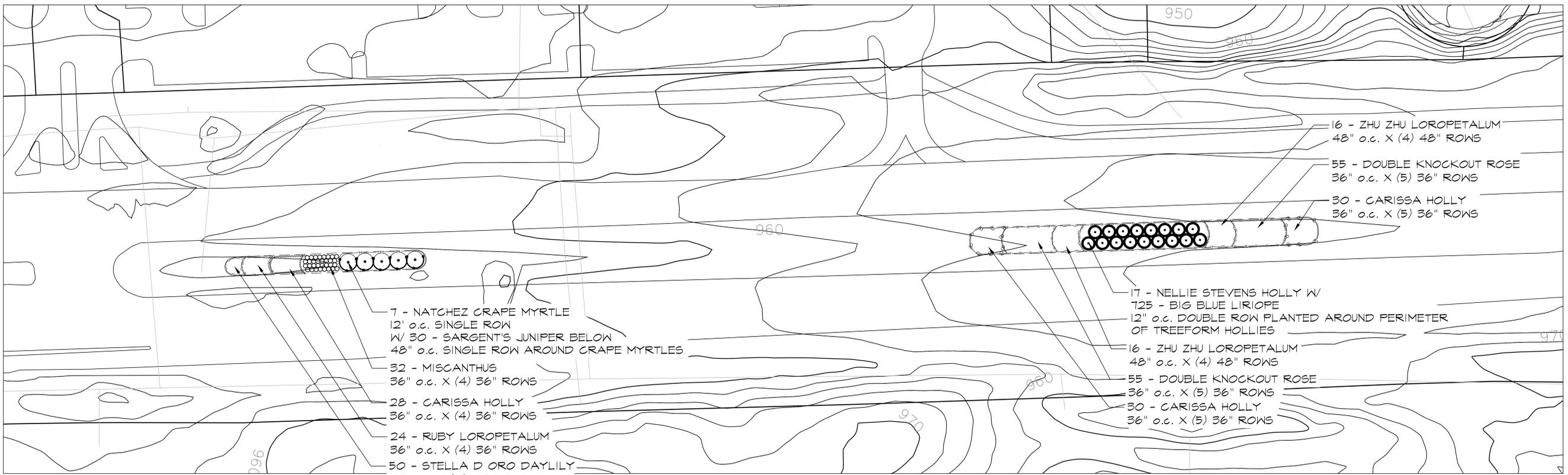
DRAWING No.
LS-0



- 25 - MISCANTHUS
36" o.c. X (5) 36" ROWS
- 55 - DOUBLE KNOCKOUT ROSE
36" o.c. X (5) 36" ROWS
- 155 - STELLA D ORO DAYLILY
18" o.c. X (12) 18" ROWS

- 7 NATCHEZ CRAPE MYRTLE
12' o.c. SINGLE ROW
W/ 52 - SARGENT'S JUNIPER BELOW
48" o.c. SINGLE ROW AROUND CRAPE
MYRTLES
- 25 - MISCANTHUS
36" o.c. X (5) 36" ROWS
- 55 - DOUBLE KNOCKOUT ROSE
36" o.c. X (5) 36" ROWS
- 155 - STELLA D ORO DAYLILY
18" o.c. X (12) 18" ROWS

A MEDIAN SECTION - A
LANDSCAPE DEVELOPMENT PLAN
LS-1 / SCALE: 1"=30'

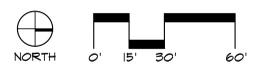


- 16 - ZHU ZHU LOROPETALUM
48" o.c. X (4) 48" ROWS
- 55 - DOUBLE KNOCKOUT ROSE
36" o.c. X (5) 36" ROWS
- 30 - CARISSA HOLLY
36" o.c. X (5) 36" ROWS

- 7 - NATCHEZ CRAPE MYRTLE
12' o.c. SINGLE ROW
W/ 30 - SARGENT'S JUNIPER BELOW
48" o.c. SINGLE ROW AROUND CRAPE MYRTLES
- 32 - MISCANTHUS
36" o.c. X (4) 36" ROWS
- 28 - CARISSA HOLLY
36" o.c. X (4) 36" ROWS
- 24 - RUBY LOROPETALUM
36" o.c. X (4) 36" ROWS
- 50 - STELLA D ORO DAYLILY
18" o.c. X (8) 18" ROWS

- 17 - NELLIE STEVENS HOLLY W/
725 - BIG BLUE LIRIOPE
12" o.c. DOUBLE ROW PLANTED AROUND PERIMETER
OF TREEFORM HOLLIES
- 16 - ZHU ZHU LOROPETALUM
48" o.c. X (4) 48" ROWS
- 55 - DOUBLE KNOCKOUT ROSE
36" o.c. X (5) 36" ROWS
- 30 - CARISSA HOLLY
36" o.c. X (5) 36" ROWS

B MEDIAN SECTION - B
LANDSCAPE DEVELOPMENT PLAN
LS-1 / SCALE: 1"=30'

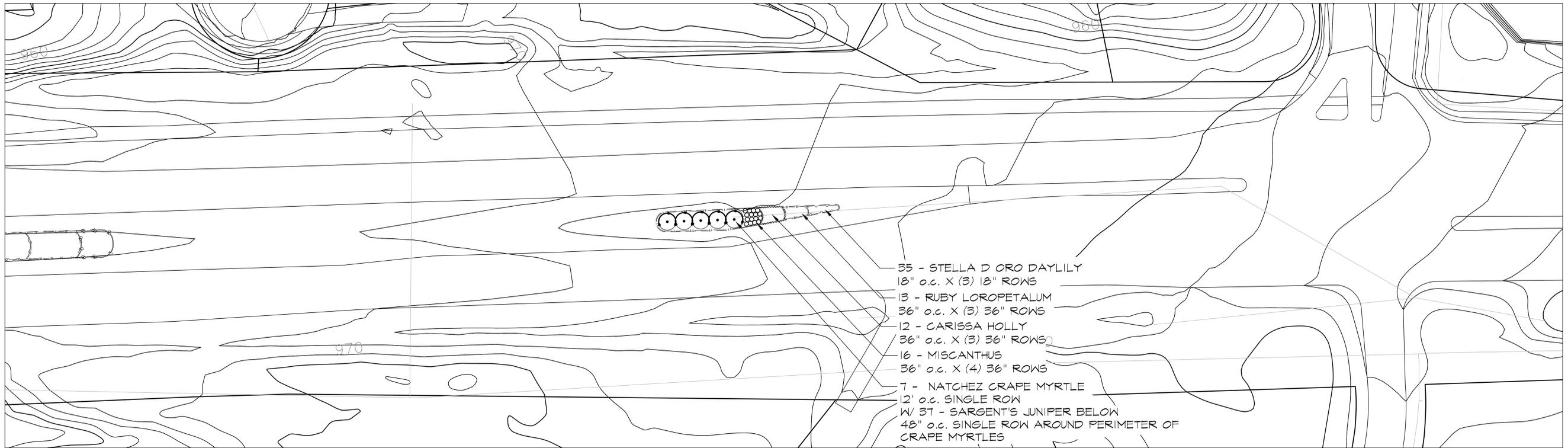


NOT RELEASED FOR CONSTRUCTION

NO.	DATE	REVISION	BY

6/17/2015 15-005LW1.dwg

Susan Keller



- 35 - STELLA D ORO DAYLILY
18" o.c. X (3) 18" ROWS
- 13 - RUBY LOROPETALUM
36" o.c. X (3) 36" ROWS
- 12 - CARISSA HOLLY
36" o.c. X (3) 36" ROWS
- 16 - MISCANTHUS
36" o.c. X (4) 36" ROWS
- 7 - NATCHEZ GRAPE MYRTLE
12' o.c. SINGLE ROW
W/ 37 - SARGENT'S JUNIPER BELOW
48" o.c. SINGLE ROW AROUND PERIMETER OF
GRAPE MYRTLES

C MEDIAN SECTION - B
LANDSCAPE DEVELOPMENT PLAN
LS-2 / SCALE: 1" = 30'



- 16 - MISCANTHUS
36" o.c. X (4) 36" ROWS
- 24 - DOUBLE KNOCKOUT ROSE
36" o.c. X (4) 36" ROWS
- 24 - CARISSA HOLLY
36" o.c. X (4) 36" ROWS
- 50 - STELLA D ORO DAYLILY
18" o.c. X (8) 18" ROWS
- 7 - NATCHEZ GRAPE MYRTLE
12' o.c. SINGLE ROW
W/ 35 - SARGENT'S JUNIPER BELOW
48" o.c. SINGLE ROW AROUND
PERIMETER OF GRAPE MYRTLES
- 16 - MISCANTHUS
36" o.c. X (4) 36" ROWS
- 24 - DOUBLE KNOCKOUT ROSE
36" o.c. X (4) 36" ROWS
- 24 - CARISSA HOLLY
36" o.c. X (4) 36" ROWS
- 50 - STELLA D ORO DAYLILY
18" o.c. X (8) 18" ROWS

B MEDIAN SECTION - C
LANDSCAPE DEVELOPMENT PLAN
LS-2 / SCALE: 1" = 30'



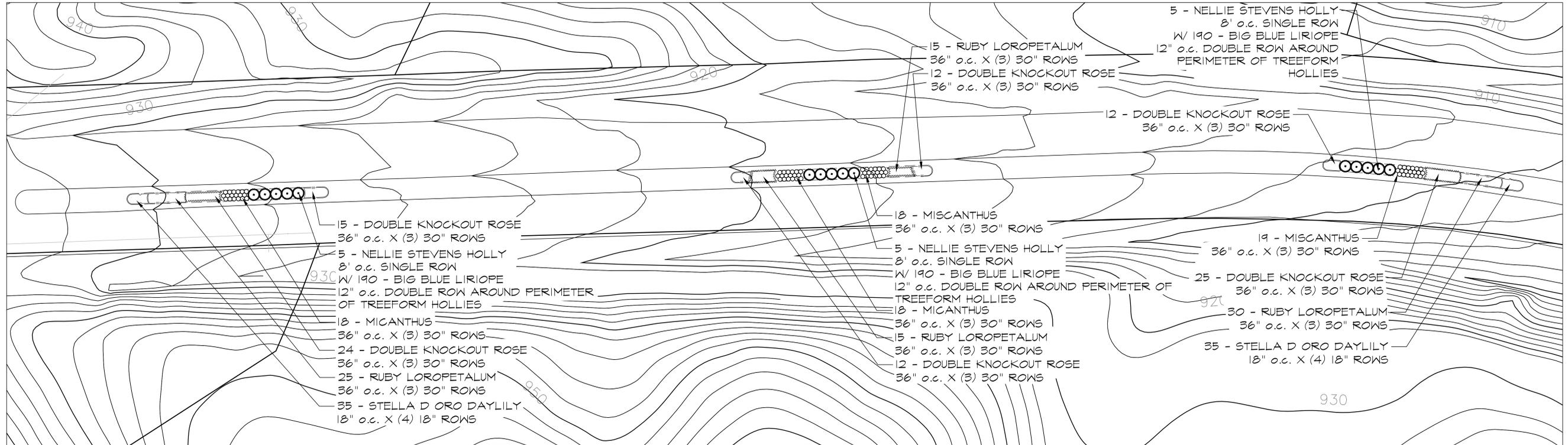
NOT RELEASED FOR CONSTRUCTION

NO.	DATE	REVISION	BY

6/17/2015 15-005LW1.dwg

Susan Keller

NO.	DATE	REVISION	BY

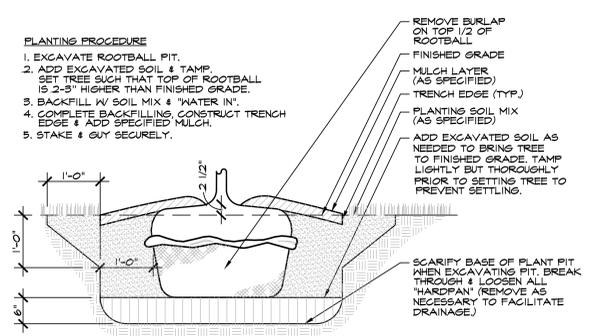


MEDIAN SECTION - D
LANDSCAPE DEVELOPMENT PLAN
LS-3 / SCALE: 1" = 30'



NOT RELEASED FOR CONSTRUCTION

NO.	DATE	BY	REVISION



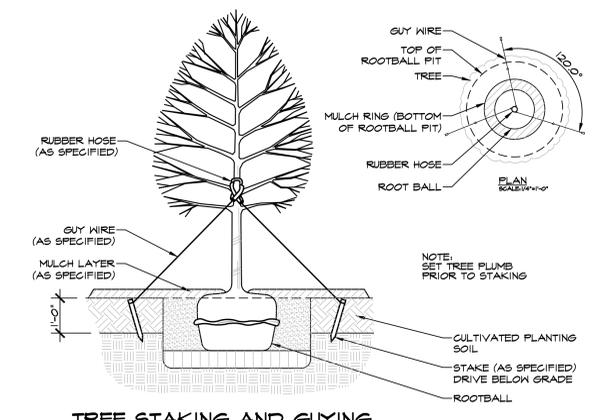
PLANTING PROCEDURE

- EXCAVATE ROOTBALL PIT.
- ADD EXCAVATED SOIL & TAMP. SET TREE SUCH THAT TOP OF ROOTBALL IS 2-3" HIGHER THAN FINISHED GRADE.
- BACKFILL W/ SOIL MIX & "WATER IN".
- COMPLETE BACKFILLING. CONSTRUCT TRENCH EDGE & ADD SPECIFIED MULCH.
- STAKE & GUY SECURELY.

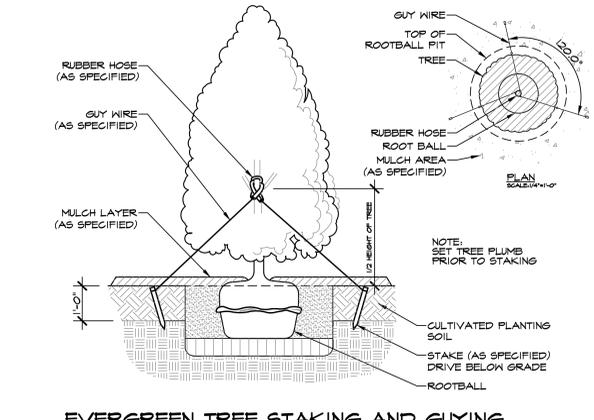
GENERAL NOTES:

- SEE SPECIFICATIONS FOR DRAINAGE TEST REQUIREMENTS PRIOR TO PLANTING. SEC. 02400.
- DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING.
- IMMEDIATELY SOAK WITH WATER.
- DO NOT BREAK ROOTBALL.

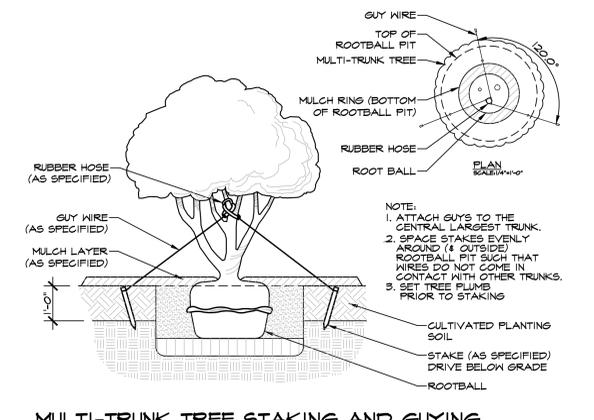
A TYPICAL TREE ROOTBALL PIT
SCALE: 3/4" = 1'-0"



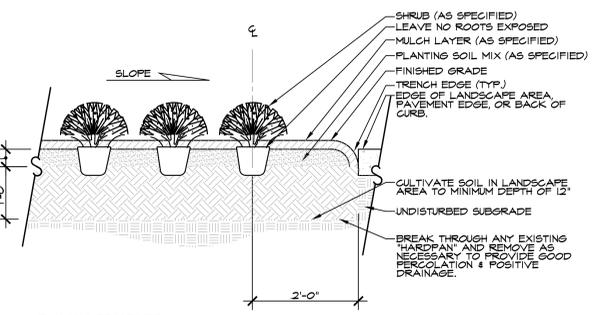
B TREE STAKING AND GUYING IN CULTIVATED AND MULCHED PLANTING AREA
SCALE: 1/2" = 1'-0"



C EVERGREEN TREE STAKING AND GUYING IN CULTIVATED AND MULCHED PLANTING AREA
SCALE: 1/2" = 1'-0"



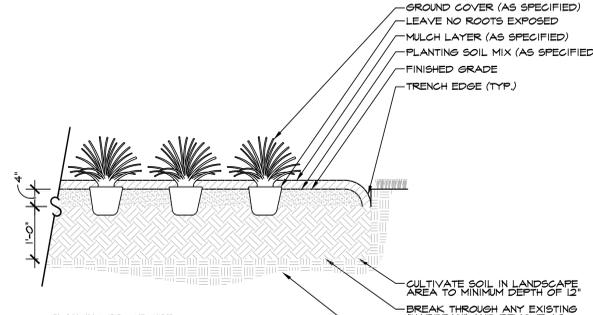
D MULTI-TRUNK TREE STAKING AND GUYING IN CULTIVATED AND MULCHED PLANTING AREA
SCALE: 1/2" = 1'-0"



PLANTING PROCEDURE

- LAY OUT BED AND OUTLINE WITH TRENCH EDGE. PLACE SOIL FROM EDGE WITHIN BED.
- ROTTOTILL BED TO 12" DEPTH. SPREAD 4" MIN. LAYER OF PLANTING SOIL MIX OVER BED. ROTTOTILL SOIL MIX INTO TOP OF BED.
- INSTALL PLANTS & MULCH. WATER THOROUGHLY.

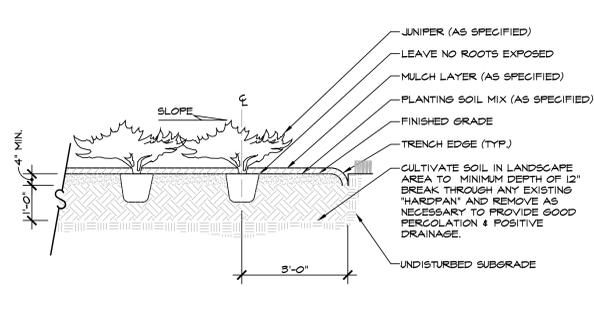
E SHRUB PLANTING IN MULCHED AND CULTIVATED PLANTING AREA
SCALE: 3/4" = 1'-0"



PLANTING PROCEDURE

- LAY OUT BED AND OUTLINE WITH TRENCH EDGE. PLACE SOIL FROM EDGE WITHIN BED. ROTTOTILL BED TO 12" DEPTH. SPREAD 3" MIN. LAYER OF PLANTING SOIL MIX OVER BED.
- ROTTOTILL SOIL MIX INTO TOP OF BED.
- INSTALL PLANTS & MULCH. WATER THOROUGHLY.

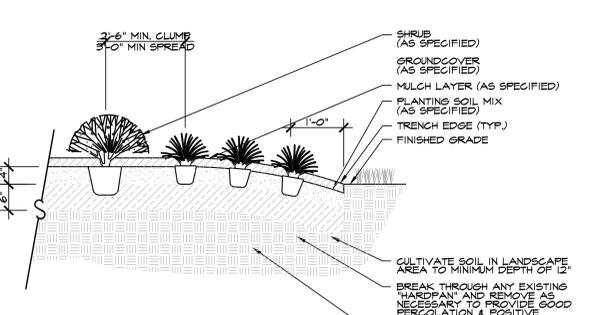
F GROUNDCOVER PLANTING
SCALE: 3/4" = 1'-0"



PLANTING PROCEDURE

- LAY OUT BED AND OUTLINE WITH TRENCH EDGE. PLACE SOIL FROM EDGE WITHIN BED.
- ROTTOTILL BED TO 12" DEPTH. SPREAD 4" MIN. LAYER OF PLANTING SOIL MIX OVER BED. ROTTOTILL SOIL MIX INTO TOP OF BED.
- INSTALL PLANTS, MULCH & WATER THOROUGHLY.

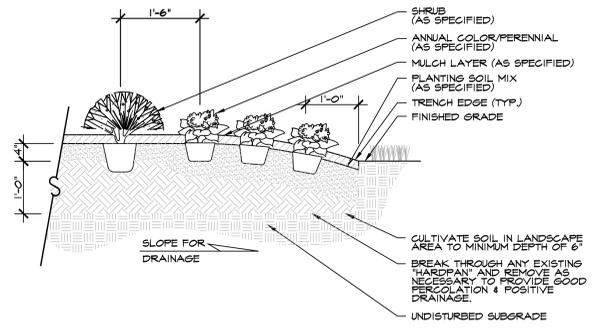
G JUNIPER PLANTING
SCALE: 1/2" = 1'-0"



PLANTING PROCEDURE

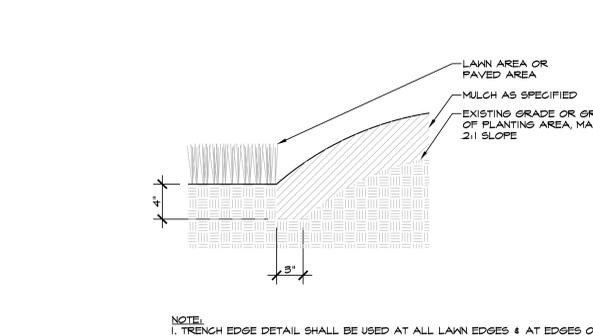
- LAY OUT BED AND OUTLINE WITH TRENCH EDGE. PLACE SOIL FROM EDGE WITHIN BED.
- ROTTOTILL BED TO 12" DEPTH. SPREAD 4" MIN. LAYER OF PLANTING SOIL MIX OVER BED. ROTTOTILL SOIL MIX INTO TOP OF BED.
- INSTALL PLANTS, MULCH & WATER THOROUGHLY.

H GROUNDCOVER BED (FRONTING SHRUB BED)
SCALE: 3/4" = 1'-0"



NOTE:
FOR PROPER PLANTING PROCEDURE OF ANNUAL COLOR, PERENNIAL PLANTING NOTES. REFER TO 'ANNUAL COLOR AND PERENNIAL PLANTING' NOTES.

I ANNUAL COLOR/ PERENNIAL BED (FRONTING SHRUB BED)
SCALE: 3/4" = 1'-0"



NOTE:

- TRENCH EDGE DETAIL SHALL BE USED AT ALL LAVN EDGES & AT EDGES OF MULCHED AREAS (FOR CONTAINMENT).
- TRENCH EDGE SHALL CREATE A CLEAN SEPARATION BETWEEN AREAS, & SHALL CREATE SMOOTH & EVEN LINES (AS INDICATED ON THE PLANS).

J TRENCH EDGE DETAIL
SCALE: 1/2" = 1'-0"

State Route 141 Median Landscape Improvements

Preliminary Cost Estimate

Quantity	Unit	Unit price	Total	Latin Name	Common Name	Caliper	Height	Spread	Root	Comment
24	ea	\$ 350.00	\$ 8,400.00	Lagerstroemia indica x fauriei 'Nachez'	Natchez Crape Myrtle	2.5-3"	10-12'	7-8'	B&B	Multi-trunk (3-5 trunks); majority of trunks must meet caliper
32	ea	\$ 645.00	\$ 20,640.00	Ilex x 'Nellie R. Stevens'	Nellie R Stevens Holly		9-10'	4-5'	B&B	Full to ground; dense foliage; straight, tightly pruned pyramidal form
187	ea	\$ 15.00	\$ 2,805.00	Loropetalum chinense (Ruby)	Ruby Loropetalum				3 gal.	Dense form; good color; well rooted in pot
557	ea	\$ 25.00	\$ 13,925.00	Rosa x 'Radtko'	Double Knockout Rose				3 gal.	Dense form; good color; well rooted in pot
144	ea	\$ 44.00	\$ 6,336.00	Miscanthus sinensis 'Yakushima'	Dwarf Miscanthus				5 gal.	Dense form; good color; well rooted in pot
265	ea	\$ 20.00	\$ 5,300.00	Juniperus chinensis 'Sargentii'	Sargent's Juniper				3 gal.	Dense form; good color; well rooted in pot
230	ea	\$ 23.00	\$ 5,290.00	Ilex cornuta 'Carissa'	Carissa Holly				3 gal.	Dense form; good color; well rooted in pot
32	ea	\$ 35.00	\$ 1,120.00	Loropetalum chinense 'Zhuzhou Fuchsia'	Zhuzhou Loropetalum				3 gal.	Dense form; good color; well rooted in pot
682	ea	\$ 15.00	\$ 10,230.00	Hemerocallis x 'Stella D Oro'	Stella D Oro Daylily				1 gal	Full in pot; good color; dense foliage mass
1,400	ea	\$ 5.00	\$ 7,000.00	Liriope muscari	Big Blue Liriope				4" pot	Full in pot; good color; dense foliage mass
10,500	sy	\$ 6.00	\$ 63,000.00	Sod						Certified pure;free of weeds; good color
815	cy	\$ 11.00	\$ 8,965.00		Plant Topsoil					per specifications
2,470	sy	\$ 3.00	\$ 7,410.00		Landscape Mulch					pinestraw

SUBTOTAL		\$ 160,421.00
10% Contingency		\$ 16,040.00
TOTAL		\$ 176,461.00

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Plants.
 - 2. Tree-watering devices.
 - 3. Landscape edgings.

1.2 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- C. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329115 "Soil Preparation (Performance Specification)" for drawing designations for planting soils.
- D. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

1.3 PREINSTALLATION MEETINGS

- A. Pre Construction Conference: Conduct conference on site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples of each type of mulch.

1.5 INFORMATIONAL SUBMITTALS

- A. Product certificates.
- B. Sample warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year.

1.7 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 1. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. All plant material must be container-grown or balled and burlapped.
- B. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- C. Handle planting stock by root ball.
- D. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1.9 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - 2. Warranty Periods: From date of Substantial Completion.
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
- B. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- C. Annuals and Perennials Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 FERTILIZERS

- A. Planting Tablets: Tightly compressed chip-type, long-lasting, slow-release, commercial-grade planting fertilizer in tablet form. Tablets shall break down with soil bacteria, converting nutrients into a form that can be absorbed by plant roots.
 - 1. Size: [**5-gram**] [**10-gram**] [**21-gram**] <Insert size> tablets.
 - 2. Nutrient Composition: 20 percent nitrogen, 10 percent phosphorous, and 5 percent potassium, by weight plus micronutrients.

2.3 MULCHES

- A. Organic Mulch: Pine straw

2.4 PESTICIDES

- A. General: Pesticide registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

2.5 TREE-WATERING DEVICES

- A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.

PART 3 - EXECUTION

3.1 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to [Section 329113 "Soil Preparation."] [Section 329115 "Soil Preparation (Performance Specification)."]
- B. Placing Planting Soil: Blend planting soil in place.
- C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.2 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter.
 - 3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

3.3 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set each plant plumb and in center of planting pit or trench with root flare 2.5 inches adjacent finish grades.
 - 1. Backfill: Planting soil: For trees, use excavated soil for backfill.
 - 2. Balled and Burlapped Stock: After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before

setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3. Balled and Potted and Container-Grown Stock: Carefully remove root ball from container without damaging root ball or plant.
4. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
5. Place planting tablets equally distributed around each planting pit when pit is approximately one-half filled. Place tablets beside the root ball about **1 inch (25 mm)** from root tips; do not place tablets in bottom of the hole.
 - a. Bare-Root Stock: Place tablets beside soil-covered roots; do not place tablets touching the roots.
 - b. Quantity: **[As indicated on Drawings] [Two per plant] [Three for each caliper inch of plant] <Insert requirement>**.
6. Continue backfilling process. Water again after placing and tamping final layer of soil.

- D. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.4 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Landscape Architect.
- C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- D. Do not apply pruning paint to wounds.

3.5 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil mix notes on Sheet LS-6 for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- E. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

- F. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.6 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated on plans.
 - 1. **Organic Mulch** in Planting Areas: Apply 3-inch average thickness of organic mulch over whole surface of planting bed, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.7 EDGING INSTALLATION

- A. Shovel-Cut Edging: Separate mulched areas from turf areas with a 45-degree, 4-inch- deep, shovel-cut edge as indicated on Drawings.

3.8 INSTALLING SLOW-RELEASE WATERING DEVICE

- A. Provide one device for each tree.
- B. Or submit to owner procedure for watering. Procedure must be approved.

3.9 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.
- D. Apply pesticides and other chemical products and biological control agents according to authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- E. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- F. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.10 MAINTENANCE SERVICE

- A. Maintenance Service: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
1. Maintenance Period for Trees and Shrubs: 12 months from date of Substantial Completion.
 2. Maintenance Period for Ground Cover and Other Plants: 12 months from date of Substantial Completion.

END OF SECTION 329300

Work Session
Noise Ordinance
D. Wheeler



Memo

TO: Mayor and Council
CC: Julian Jackson, City Manager
FROM: Diana Wheeler, Community Development Director
DATE: January 19, 2016
SUBJECT: Amendments to Noise Ordinance

Recent resident complaints concerning the issue of excessive noise has prompted Staff to review the City's noise ordinance and suggest some amendments. In particular, the following changes are recommended for consideration:

1. Limit the hours that trash and garbage vehicles can operate.
2. Limit the hours that domestic power tools and lawn maintenance equipment can be operated.
3. Extend construction hours to allow work on Saturdays. (Construction work in Peachtree Corners is currently limited to the hours of 7AM to 10PM weekdays only.)

A comparison of weekend construction hours in neighboring communities revealed the following:

Duluth – Construction allowed 10AM – 10PM weekends and holidays
Norcross – Construction allowed 10AM – 8PM Saturdays and holidays
Dunwoody – Construction allowed 8AM – 8:30PM Saturdays
Suwanee- Construction allowed 8AM – 8PM weekends and holidays
Gwinnett County- Construction allowed 9AM – 6PM Saturday

The attached chart shows comparable regulations in neighboring communities for the use of power tools and lawn maintenance equipment.

The attached ordinance shows the City's current noise ordinance regulations with the proposed changes highlighted in yellow.

Code Comparisons

Mowers and Landscaping Equipment

Jurisdiction	Code	Permitted
Duluth	9-64	Domestic power tools, lawn mowers, and agricultural equipment (with a muffler), between 7 a.m. - 10 p.m. on weekdays, 10 a.m.-10 p.m. weekends and holidays.
Norcross	26-21	Domestic power tools, lawn mowers and agricultural equipment (with a muffler) between 7 a.m. and 10 p.m.
Sandy Springs	38-87	Internal combustion engines must have mufflers. Landscape contractors may use equipment between 7:30 a.m. and 7:30 p.m. on weekdays; between 8 a.m. and 5 p.m. Saturdays; prohibited use on Sundays and legal holidays, including New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
Dunwoody	18-19	Landscape contractors may work between 7:30 a.m. and 8:30 p.m. on weekdays; 8 a.m. to 8:30 p.m. on Saturdays. Not permitted on Sundays or legal holidays. All blowers, fans and internal combustion engines must have mufflers.
DeKalb County	16-303	Power tools used for landscaping or yard maintenance may be used between 7:01 a.m. to 9 p.m. weekdays; 9:01 a.m. to 9 p.m. weekends. Mufflers required.
Gwinnett County	42-47	Any person may use motorized landscape maintenance devices within residential areas or within 300 feet of residential areas from 7 AM to 9 PM Sunday through Saturday.

AN AMMENDMENT TO THE CODE OF ORDINANCES, CITY OF PEACHTREE CORNERS, GEORGIA ARTICLE II, SEC. 42-24, NOISE, TO LIMIT THE HOURS OF OPERATION FOR LAWN MAINTENANCE EQUIPMENT AND TRASH HAULING VEHICLES AND EXTEND CONSTRUCTION HOURS; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE AN EFFECTIVE DATE;

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

WHEREAS, the regulation of noise serves a public purpose and protects the public interest; and

WHEREAS, the Mayor and Council have determined that excessive noise at inappropriate times is detrimental to the public welfare;

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

Section 1: (words ~~struck through~~ are deleted and words underlined are added)

• **Sec. 42-24. - Same—Enumeration.**

The following acts, among others, are declared to be loud, disturbing and unnecessary sounds or noises in violation of this section, but this enumeration shall not be deemed to be exclusive:

(1) *Horns, signaling devices.* The sounding of any horn or signaling device on any automobile, motorcycle or other vehicle on any street or public place in the county, except as a danger warning; the creation of any unreasonably loud or harsh sound by means of this signaling device and the sounding of this device for an unnecessary and unreasonable period of time; the use of any signaling device except one operated by hand or electricity; the use of any horn, whistle or other device operated by engine exhaust and the use of this signaling device when traffic is for any reason held up is prohibited.

(2) *Radios, phonographs, similar devices.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph or other machine or device for the producing or reproducing of sound in such manner as to unreasonably disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is reasonably necessary for convenient hearing for the person who is in the room, vehicle or chamber in which this machine or device is operated and who is a voluntary listener thereto. The operation of the set, instrument, phonograph machine or device between the hours of 11:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 50 feet from the room, building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

(3) *Loudspeakers, amplifiers.* The using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or

other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of attracting the attention of the public to any building or structure is prohibited. Announcements over loudspeakers shall only be made by the announcer in person and without the aid of any mechanical device.

(4) *Yelling, shouting, and the like.* Yelling, shouting, hooting, whistling or singing on the public streets, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to unreasonably annoy or disturb the quiet, comfort or repose of persons in any office, dwelling, hotel or other type of residence or of any persons in the vicinity, is prohibited.

(5) *Noisy animals or birds.* Anyone who keeps or maintains an animal or bird that unreasonably disturbs the comfort or repose of any person, because the animal or bird is emitting frequent or long-continued sound or noise, and who continues to keep, maintain or allow any animal or bird to so disturb the comfort or repose of any person shall be deemed in violation of this section, provided that the person keeping or maintaining the animal or bird has been first notified in writing, by certified mail, return receipt requested, by the complaining party that this animal or bird being kept by the addressee is unreasonably disturbing his comfort or repose. This section shall be liberally construed to accomplish the objective of the section, and the person making this written notification need not use the exact words of this section to the addressee so long as the notification sufficiently informs the addressee of the nature of the disturbing noise emitted by the animal or bird. Upon receipt of a certified letter notifying the person keeping or maintaining such animal or bird, such person shall be required to immediately comply with this section. This section shall not apply to horses, livestock, poultry or other farm animals, provided they are maintained in accordance with city zoning regulations or ordinances.

(6) *Construction or repair of buildings.* The erection, excavating, demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 10:00 p.m. **on weekdays Monday through Saturday** is hereby prohibited, except that the building inspector may determine when the loss or inconvenience that would result to any party in interest is of such a nature as to warrant special consideration, then the building inspector may grant a permit for a period not to exceed ten days or less for this work to be done between the hours of 10:00 p.m. and 7:00 a.m.

(7) *Transportation of metal rails, similar materials.* The transportation of rails, pillars or columns of iron, steel or other material over and along streets and other public places upon carts, drays, cars, trucks, or in any manner so loaded as to cause unreasonably loud noises or as to unreasonably disturb the peace and quiet of those streets or other public places is prohibited.

(8) *Pile drivers, hammers, similar equipment.* The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by unreasonably loud or unusual sounds or noises, is prohibited.

(9) *Blowers and motors.* The operation of any noise-creating blower or power fan or any internal combustion engine, the operation of which causes noises due to the explosion of operating gases or fluids, is prohibited, unless the noise from this blower or fan is muffled and the engine is equipped with a muffler device reasonably sufficient to deaden the noise.

(10) *Sound trucks.* The use of mechanical loudspeakers or amplifiers on trucks or other moving or standing vehicles during such hours, and with such unreasonable volume as would constitute a public nuisance, is prohibited.

(11) *Steam whistles.* The blowing of any steam whistle attached to any stationary boiler is prohibited, except to give notice of the time to begin or stop work or as a warning of fire or danger upon request of proper authorities.

(12) *Exhausts.* The discharge into the open air of the exhaust of any steam engine, stationary internal combustion engine or motor vehicle, or motor boat is prohibited, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(13) *Defect in vehicle or load.* The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such manner as to create unreasonably loud and unnecessary grating, grinding, rattling or other noises is prohibited.

(14) *Loading, unloading, opening boxes.* The creation of unreasonably loud and excessive noise in connection with loading or unloading any vehicle or the opening and destruction of bales, boxes, crates and containers is prohibited.

(15) *Schools, courts, churches, hospitals.* The creation of any unreasonably excessive noise on any street adjacent to any school, institution of learning, church or court while the same are in use, or adjacent to any hospital, which unreasonably interferes with the normal operation of the institution, or which disturbs or unduly annoys patients in the hospitals, is prohibited, provided that conspicuous signs are displayed in the streets indicating that it is a school, hospital or court street.

(16) *Hawkers, peddlers, vendors.* The shouting and crying of peddlers, hawkers and vendors which disturbs the peace and quiet of the neighborhood is prohibited.

(17) *Noises to attract attention.* The use of any drum or other instrument or device for the purpose of attracting attention is prohibited.

(18) *Operation of motor vehicles.* The operation of motor vehicles, including cars, trucks, motorcycles, upon any parking facility, public or private, vehicle access or pedestrian walkway, or street, public or private, so as to create unreasonable noise and to disturb the peace, quiet and comfort of the inhabitants of the neighborhood is prohibited. This prohibition includes the operation of trash trucks and garbage vehicles prior to 7:00AM or after 10:PM weekdays and prior to 8:00AM or after 9:00PM on weekends.

(19) Operation of Domestic Power Tools and Motorized Lawn Maintenance Equipment. The operation of domestic power tools and motorized lawn maintenance equipment including grass mowers and leaf blowers shall only be conducted between 7:00AM to 10:00PM on weekdays and 10:00AM to 10:00PM on weekends and holidays.

Section 2

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

Effective this _____ day of _____, 2016.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

Work Session

Bow Hunting

D. Wheeler

AN AMMENDMENT TO THE CODE OF ORDINANCES, CITY OF PEACHTREE CORNERS, GEORGIA ARTICLE II, CHAPTER 42, NUISANCES, TO PROHIBIT THE DISCHARGE OF WEAPONS IN RESIDENTIAL AREAS EXCEPT AS AUTHORIZED; TO REPEAL CONFLICTING ORDINANCES; AND TO PROVIDE AN EFFECTIVE DATE;

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

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

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

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

Section 1: (Words underlined are added)

Chapter 42 –NUISANCES

Article 1. – In General

Sec. 42-2.1 – Discharge of Weapons. It shall be unlawful to discharge any firearm, air gun, BB gun, bow, crossbow, or any missile within the residential areas of the City of Peachtree Corners. This section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his/her duty, nor any citizen from discharging a weapon when lawfully defending person or property.

Section 2

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

Effective this _____ day of _____, 2016.

Approved by:

Mike Mason, Mayor

Kym Chereck, City Clerk

SEAL

Work Session
Limiting M-1 Uses
within CBD
D. Wheeler



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: January 19, 2016

SUBJECT: Limited M-1 Uses in CBD

Peachtree Corners' 2033 Comprehensive Plan established a vision for the City's Central Business District that includes mixed-use developments, multi-use trails, and revitalized office and retail properties. The Town Center LCI study advanced that vision by identifying action items to be undertaken that would help implement the City's long-term plan. One of those action items, Economic Development Initiative D4, states, "Develop overlay standards specific to the Central Business District".

Overlay standards can include many features such as requirements for lighting, signage, landscaping and building architecture. However, one of the most important features of an overlay standard is the regulation of uses. Most of the land within the City's CBD is zoned M-1, Light Industry. This zoning classification includes uses that are inconsistent with the vision established for the CBD.

Staff proposes that an amendment be made to the Zoning Code (see attached Ordinance) prohibiting the M-1 uses listed below within the CBD. These uses would continue to be allowed in other M-1 zoned areas of the city. In addition, provisions would be made for existing businesses that operate a prohibited use but are already in operation. Finally, uses that were approved through zoning or permitting but never activated, would also be addressed.

M-1 Uses Proposed to be Prohibited Within the Central Business District:

Automobile Body Repair Shop	Mini-Warehouse or Self-Storage facility
Baking Plant	Outdoor Storage
Cold Storage Plant	Plastics Extrusion Plant
Funeral Homes and Crematories	Recovered Materials Processing Facility
Ice Manufacturing/Packing Plant	Sexually Oriented Businesses
Laundry / Dry Cleaning Plant (does not apply to retail pick-up facility)	Soft Drink Bottling/ Distribution Plant
Maintenance Shop (automobile fleet vehicles)	Truck Rental or Leasing
	Truck Fleet Maintenance Shop

AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS ZONING RESOLUTION ART. XII, BY AMENDING SEC. 1310, M-1, LIGHT INDUSTRY DISTRICT, IN ORDER TO LIMIT PERMITTED USES WITHIN THE CENTRAL BUSINESS DISTRICT; REPEALING CONFLICTING REGULATIONS; AND SETTING AN EFFECTIVE DATE

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

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

WHEREAS, the Mayor and Council desire to amend the 2012 Zoning Resolution;

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

Section 1: The City of Peachtree Corners 2012 Zoning Resolution shall be amended by adding the following (underlined words):

SECTION 1310 M-1 LIGHT INDUSTRY DISTRICT

Permitted Uses

Only the following uses shall be permitted within the M-1 Light Industry District and no structure shall be erected, structurally altered or enlarged for any use other than as permitted herein with the exception of a) uses lawfully established prior to the effective date of this amendment, b) special uses as permitted herein, c) accessory uses as defined in Article III, Definitions, ~~or~~ d) other uses which are clearly similar to and consistent with the purpose of this district, **or e) limited uses (listed at the end of this section) for property located within the Central Business District (see CBD map).**

Permitted Uses within the Central Business district (see CBD map)

a) **All permitted M-1 uses shall be allowed on M-1 zoned property in the Central Business District except the following:**

Automobile Body Repair Shop
Baking Plant
Cold Storage Plant
Funeral Homes and Crematories
Ice Manufacturing/Packing Plant
Laundry / Dry Cleaning Plant (does not apply to retail pick-up facility)
Maintenance Shop (automobile fleet vehicles)

Mini-Warehouse or Self-Storage facility
Outdoor Storage
Plastics Extrusion Plant
Recovered Materials Processing Facility
Sexually Oriented Businesses
Soft Drink Bottling/ Distribution Plant
Truck Rental or Leasing
Truck Fleet Maintenance Shop

- b) **Businesses with an active business license that operate a use listed in a) shall be considered a legal, non-conforming use and may continue to operate for as long as the business license stays active and the business is not discontinued for six months or longer.**
- c) **Uses listed in a) that were authorized by zoning hearing, building permit, land disturbance permit or other similar approval, shall be void if the use did not become operational as evidenced by the issuance of a business license by 2/16/16.**

Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed. Effective this 16th day of February, 2016.

Approved by:

Kym Chereck, City Clerk

Mike Mason, Mayor

SEAL