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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member  
Eric Christ – Post 2, Council Member  
Alex Wright – Post 3, Council Member

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

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July 19, 2016

### COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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#### A) CALL TO ORDER

#### B) ROLL CALL

#### C) PLEDGE OF ALLEGIANCE

#### D) MAYOR'S OPENING REMARKS

#### E) CONSIDERATION OF MINUTES – June 21, 2016 & July 12, 2016

#### F) CONSIDERATION OF MEETING AGENDA

#### G) PUBLIC COMMENTS

#### H) PRESENTATIONS AND REPORTS

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

#### I) OLD BUSINESS

1. **O2016-06-74**  
**Brandon Branham** Second Read and Consideration of an Ordinance to Amend Chapter 14 of the Code of Ordinances of the City of Peachtree Corners to create a tax exemption program for new and emerging technology businesses and for other purposes.  
**(Public Hearing)**

#### J) NEW BUSINESS

1. **Action Item**  
**Brandon Branham** Consideration of approval for the Georgia Municipal Association Membership Renewal.
2. **Action Item**  
**Greg Ramsey** Approval of On Call Consultant List for FY17 Capital Improvement Program.

3. **Action Item**  
**Greg Ramsey** Consideration of a contract with the Atlanta Regional Commission for the State Route 141 Corridor Study.
4. **Action Item**  
**Diana Wheeler** Consideration of accepting a report prepared by Bleakly Advisory Group entitled, *Redevelopment Strategies for Aging Commercial Properties*
5. **Action Item**  
**Diana Wheeler** Consideration of approving an agreement with Lord, Aeck, Sargent to prepare construction drawings for Phase 1 (Peachtree Parkway to Medlock Bridge Rd. through Technology Park) of the Multi-Use Trail.
6. **R2016-07-64**  
**Diana Wheeler** Consideration of an appointment to the Zoning Board of Appeals to fill the unexpired term of Eric Christ. (Swearing in of new Board Member immediately following approval of Resolution.)
7. **O2016-07-75**  
**Diana Wheeler** First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2016-002 La Cosecha Church, request for a special use permit to allow church uses in an office building zoned M-1 and located on 2.03 acres at 6947 Peachtree Industrial Boulevard in Land Lot 277, 6th District, Peachtree Corners, Georgia. **(Second Read and Public Hearing August 16, 2016)**
8. **O2016-07-76**  
**Diana Wheeler** First Read and Consideration of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2016-003 CityGate Church, request for a special use permit to allow church uses in an office building zoned M-1 and located on 3.05 acres at 3100 Medlock Bridge Road, Suite 270, in Land Lot 271, 6th District, Peachtree Corners, Georgia. **(Second Read and Public Hearing August 16, 2016)**
9. **O2016-07-77**  
**Diana Wheeler** First Read and Consideration of PH2016-006 to amend the sign ordinance to prohibit signage on bus benches, bus shelters, and other street furnishings. **(Second Read and Public Hearing August 16, 2016)**

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

1. **Jennifer Howard** Presentation of Summer Intern Project
2. **Diana Wheeler** Discussion concerning signage on bus benches, bus shelters, and other street furnishings.

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

#### **M) ADJOURNMENT**

# **Council Minutes**



**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING MINUTES**  
**JUNE 21, 2016 @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. An audible copy of the meeting is available from the City Clerk's office. The following were in attendance:

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

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

**ADMINISTRATION OF OATH OF OFFICE:** Chief Magistrate Judge Kristina Hammer Blum gave the Oath of Office to Eric Christ, Council Member for Post 2.

**MAYOR'S OPENING REMARKS:** Mayor Mason introduced Howell Upchurch who presented a video of the Peachtree Corners Festival. Mayor Mason thanked everyone involved in helping make the Festival a success.

2016-06-21

Council Meeting Minutes

Page 1 of 8

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE MAY 17, 2016 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

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

**PUBLIC COMMENT:** Mr. Joe Sawyer expressed concern with the stop signs to be placed on Meadow Rue Drive which are being recommended by Staff. Mr. Sawyer recommended that the stop signs not be added.

**CONSENT AGENDA:**

**APH 2016-06-31**

Consideration of Approval of Alcoholic Beverage License Application for 5250 PP LLC DBA Noble Fin at 5260 Peachtree Parkway, Peachtree Corners, GA 30092. Applicant Clifford Bramble is applying for Consumption on Premise Beer, Wine & Distilled Spirits Beverage License.

**MOTION TO APPROVE APH 2016-06-31.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**APH 2016-06-34**

Consideration of Approval of Alcoholic Beverage License Application for Hog & Ale Smokehouse, LLC DBA: Hog & Ale Smokehouse at 5450 Peachtree Pkwy, Ste 7A Peachtree Corners, GA 30092. Applicant Jason Deems is applying for Consumption on Premise Beer, Wine, and Distilled Spirits Beverage License.

**MOTION TO APPROVE APH 2016-06-34.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**APH 2016-06-33**

Consideration Approval of Alcoholic Beverage License Application for Si Senor Mexican Restaurant, LLC DBA: Taqueria Si Senor at 7131 Peachtree

## DRAFT COPY

Industrial Blvd, Ste 106, Peachtree Corners, GA 30092. Applicant Lissete Perez Rodriguez is applying for Distilled Spirits Beverage License.

### **MOTION TO APPROVE APH 2016-06-33.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

### **APH 2016-06-32**

Consideration of Approval of Alcoholic Beverage License Application for Sadeen, Inc DBA: Express Mart #103 at 5500 Spalding Dr, Peachtree Corners, GA 30092. Applicant Leena Taher Mahmoud is applying for Retail/Package Beer and Wine Beverage License.

### **MOTION TO APPROVE APH 2016-06-32.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

## **PRESENTATIONS AND REPORTS:**

### **Staff Activity Report – Community Development**

Mrs. Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of June 1, 2016 – June 17, 2016. These activities included, among other items, meetings with Bleakly advisory group to finalize the Holcomb Bridge Road Corridor Housing Redevelopment study, meeting with Stantec to finalize the bridge safety and bridge vs. tunnel studies, meeting with a School Board representative to assess the status of the Mechanicsville School, and meeting with the Forum shopping center representatives to discuss street level improvements along Peachtree Parkway.

### **Staff Activity Report – Public Works**

Mr. Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with June 9, 2016. These activities included, among other items, attending a meeting with GCDOT concerning Peachtree Corners Circle at Medlock Bridge Road, meeting with Peachtree Reserve concerning clearing requirements, meeting with the Summer Intern Program, and attending Joint SPLOST project meetings.

**OLD BUSINESS:**

**O2016-05-72**

Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, adopting the amended fiscal year 2016 budget for each fund of the City of Peachtree Corners, Georgia.

**MOTION TO APPROVE O2106-05-72.**

**By: Council Member Sadd**

**Seconded: Council Member Christ**

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

**O2016-05-73**

Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, adopting the fiscal year 2017 budget for each fund of the City of Peachtree Corners, Georgia.

**MOTION TO APPROVE 2016-05-73.**

**By: Council Member Christopher**

**Seconded: Council Member Gratwick**

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

**NEW BUSINESS:**

**ACTION ITEM**

Consideration of approval for the Gwinnett Municipal Association Membership Renewal.

**MOTION TO APPROVE THE RENEWAL FOR THE GWINNETT MUNICIPAL ASSOCIATION MEMBERSHIP.**

**By: Council Member Sadd**

**Seconded: Council Member Gratwick**

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

**ACTION ITEM**

Consideration of approval for the 2016 Gwinnett County Billing renewal.

**MOTION TO APPROVE THE 2016 GWINNETT COUNTY BILLING RENEWAL.**

**By: Council Member Christopher**

**Seconded: Council Member Aulbach**

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

**ACTION ITEM**

Consideration of approval for the CH2M Community Development Contract.

**MOTION TO AWARD CH2M COMMUNITY DEVELOPMENT CONTRACT, AMENDMENT NUMBER 4 TO THE AMMENDED AND RESTATED AGREEMENT FOR THE PROVISION OF COMMUNITY DEVELOPMENT SERVICES.**

**By: Council Member Sadd**

**Seconded: Council Member Gratwick**

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

**ACTION ITEM**

Consideration of approval for the CH2M Public Works Contract.

**MOTION TO AWARD CH2M PUBLIC WORKS CONTRACT, AMENDMENT NUMBER 3 TO THE CONTRACT AGREEMENT FOR THE PROVISIONS OF PUBLIC WORKS SERVICES.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

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

**R2016-06-62**

Consideration of a Resolution on Traffic Control, Meadow Rue Drive.

**MOTION TO APPROVE R2016-06-62.**

**By: Council Member Christ**

**Seconded: Council Member Aulbach**

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

**R2016-06-63**

Consideration of a Resolution on SPLOST IGA.

**MOTION TO APPROVE R2016-06-63.**

**By: Council Member Aulbach**

**Seconded: Council Member Sadd**

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

**ACTION ITEM**

Street Resurfacing contract – FY17 (Invitation to Bid 2016-002).

**MOTION TO AWARD BLOUNT CONSTRUCTION THE CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1.5 MILLION FOR THE FY 2017 RESURFACING PROGRAM.**

**By: Council Member Sadd**

**Seconded: Council Member Christopher**

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

**ACTION ITEM**

Consideration of awarding a design contract to TSW for the Town Green construction drawings.

**MOTION TO AWARD A DESIGN CONTRACT TO TSW FOR THE TOWN GREEN CONSTRUCTION DRAWINGS FOR AN AMOUNT NOT TO EXCEED \$234,800.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**PH2016-004**

Consideration of accepting a 5.09 acre Subdivision Plat for the Oglethorpe Subdivision located on Spalding Terrace in the 6<sup>th</sup> District, Land Lot 286, City of Peachtree Corners, GA.

**MOTION TO APPROVE PH2016-004.**

**By: Council Member Gratwick**

**Seconded: Council Member Aulbach**

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

**PH2016-005**

Consideration of accepting a 4.33 acre Subdivision Plat for the Duke Reserve Subdivision located on Spalding Drive in the 6<sup>th</sup> District, Land Lot 302, City of Peachtree Corners, GA.

**MOTION TO APPROVE PH2016-005.**

**By: Council Member Christopher**

**Seconded: Council Member Gratwick**

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

**O2016-06-74**

First Read and Consideration of an Ordinance to Amend Chapter 14 of the Code of Ordinances of The City of Peachtree Corners to create a tax exemption program for new and emerging technology businesses and for other purposes.

**(Public Hearing will be heard at the July 19 Council Meeting.)**

**WORK SESSION:**

**Discussion concerning the regulation of outdoor vending machines and lockers.**

Diana Wheeler, Community Development Director, informed the Mayor and Council that Amazon would like to stall a new product, 'Amazon Locker' at various locations throughout the city. The Amazon Locker is an orange colored storage unit that measures 7.3 feet in height, 9 feet in length, and 1.9 feet in depth. The locker functions like a grouping of post office boxes allowing people to pick-up or return their Amazon purchases to a locked unit at the customer's convenience. In some ways the unit is similar to Redbox machines. There are some communities that do regulate the 'Lockers', and some communities that do not regulate the 'Lockers'. Amazon has contacted Staff to determine if there are any requirements for their 'Lockers' because they would like to partner with QuickTrip and place their units along the outside of the convenience store buildings at the gas stations. After discussion it was determined that Mrs. Wheeler would come back at a later meeting to present ordinances that other cities have concerning the 'Lockers'.

**Discussion on Next Steps for Multi-Use Trail**

Diana Wheeler, Community Development Director, informed the Mayor and Council that good progress is being made on the Multi-Use Trail project. Mrs. Wheeler recommended placing two design contracts on the July Council agenda, (1) construction drawings to develop phase 1 of the Multi-Use Trail between Peachtree Parkway and Medlock Bridge Road; and (2) construction drawings to develop the Multi-use Trail along Peachtree Corners Circle between Holcomb Bridge Road and Peachtree Industrial Boulevard. After discussion it was determined that these two items would be placed on the July Council agenda.

**EXECUTIVE SESSION:**

**MOTION TO GO INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING ONE LITIGATION ITEM AND ONE PERSONNEL ITEM.**

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

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

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

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 8:33 PM.**

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

Approved,

Attest:

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Mike Mason, Mayor

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Kymberly Chereck, City Clerk  
(Seal)

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



# Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: July 19, 2016

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 6/27/16 – 7/15/16.

- A. Meetings with:
  1. Candidates to fill ZBA vacancy
  2. Bleakly Advisory Group to review Redevelopment Strategies report.
  3. Summer Interns to review completed project
  4. Boy Scout regarding Eagle Scout project: gazebo next to Tech Park Lake
  5. Landmarks Committee to review preliminary design for Founders Monument
- B. Issued RFP for Arts Consultant. Responses due July 25<sup>th</sup>.
- C. Issued RFP for Peachtree Corners Circle Multi-Use Trail construction documents. Responses due Aug. 1<sup>st</sup>.
- D. Arranged CEO video testimonials for economic development page of website
- E. The following permits applications were received:

NAME	ADDRESS	TYPE
SHUMATE MECHANICAL	157 TECHNOLOGY PKWY STE 600	HVAC
SHUMATE MECHANICAL	5390 TRIANGLE PKWY STE 100	HVAC
UNITED SIGNS	7050 JIMMY CARTER BLVD STE 119	PERMANENT SIGN
THRASHER ELECTRIC, LLC	3316 HIDDEN COVE CIR	ELECTRICAL
PEACHTREE SERVICE EXPERTS LLC	4006 WINTERS HILL DR	HVAC
ANCHOR HEATING & A/C CO., INC	2935 NORTHEAST PKWY	HVAC
FASTSIGNS NORCROSS	5923 PEACHTREE IND BLVD STE 100	PERMANENT SIGN
SHUMATE MECHANICAL	3925 COVENTRY PARK LN	HVAC
SHUMATE MECHANICAL	5712 REVINGTON DR	HVAC
HORIZON CONSTRUCTION COMPANY	6450 JIMMY CARTER BLVD	INTERIOR FINISH
GCS CONTRACTING	4235 GATEWOOD LN	REMODELING
CASTEEL HEATING AND COOLING	4377 STILSON CIR	HVAC
CROWNLINER HOMES, LLC	4566 RIDGEGATE DRIVE	ADDITION
CHANDLEE & SONS CONSTRUCTION	5270 PEACHTREE PKWY STE 108	INTERIOR FINISH
TWO JIMMY'S CONSTRUCTION LLC	3004 ADRIATIC CT	INTERIOR FINISH
KIN KWOK'S SUCCESS CONSTRUCTION	3607 PARKWAY LN STE 100	RENOVATION
SCOTT CONTRACTING	3930 EAST JONES BRIDGE RD STE 225	ALTERATION
SCOTT CONTRACTING	3930 EAST JONES BRIDGE RD STE 250	ALTERATION
LENSCRAFTERS	5155 PEACHTREE PKWY STE 700	ALTERATION
COOL AIR MECHANICAL	5300 WICKERSHIRE DR	HVAC
COOL AIR MECHANICAL	5345 SPALDING BRIDGE CT	HVAC
COOL AIR MECHANICAL	4324 RIVER STREAM CIR	HVAC

NAME	ADDRESS	TYPE
COOL AIR MECHANICAL	3458 GRIST MILL CT	HVAC
SHUMATE MECHANICAL	6230 INDIAN RIVER DR	HVAC
PLUMB WORKS INC	4336 JONES BRIDGE CIR	PLUMBING
B & B ROOFING & RESTORATION	4475 MISSENDELL LN	RE-ROOF
MR ROOTER/MR ELECTRIC	5245 BUFORD HWY STE 105	ELECTRICAL
FOLEY CONSTRUCTION	5051 PEACHTREE CORNERS CIR STE 200	ALTERATION
PEACHTREE RESIDENTIAL PROPERTIES	5401 WHITAKER STREET LOT 13	SINGLE FAMILY HOME
PEACHTREE RESIDENTIAL PROPERTIES	3453 LAFAYETTE PARK LOT 4	SINGLE FAMILY HOME
COOL RAY HEATING & COOLING	4128 ALLENHURST DR	HVAC
COOL RAY HEATING	3735 TURNBURY OAKS DR	HVAC
TBD-WHITEBOX C	3466 HOLCOMB BRIDGE STE C	ALTERATION
TBD-WHITEBOX D	3466 HOLCOMB BRIDGE STE D	ALTERATION
HAPPY DAYS HAND CAR WASH	6366 SPALDING DRIVE	TEMPORARY SIGN
RELIABLE HEATING&AIR,RH&A LLC	3683 PETHERTON WAY	HVAC
GEORGIA COMM BUILDERS INC	5875 PEACHTREE IND BLVD STE 260	ALTERATION
AMPM PLUMBING LLC	5225 FOX HILL DRIVE	PLUMBING
AGM CONTRACTING INC	3285 SATURN CT	RENOVATION
SENOIA ELECTRIC	3655 WESTCHASE VILLAGE LN 1-3854-F	ELECTRICAL
SENOIA ELECTRIC	3655 WESTCHASE VILLAGE LN 1-3635-A	ELECTRICAL
SENOIA ELECTRIC	3655 WESTCHASE VILLAGE LN 2-3911-I	ELECTRICAL
SENOIA ELECTRIC	3655 WESTCHASE VILLAGE LN 2-3820-B	ELECTRICAL
SENOIA ELECTRIC	3655 WESTCHASE VILLAGE LN 1-3611-A	ELECTRICAL
COOL RAY HEATING	4835 AVOCET DR	HVAC

### Code Enforcement Summary – June 2016

New Cases	<u>160</u>	
NOV's issued	<u>96</u>	
Citations issued	<u>33</u>	
Signs Removed from ROW	<u>42</u>	<i>(approximate)</i>
Citizen Complaints	<u>41</u>	
Field Generated Cases:	<u>119</u>	
Cases by Type:		

Residential: 95                      Commercial: 65

#### Violations by Type

Property Maintenance	<u>10</u>	Parking Illegally	<u>3</u>
Trash	<u>14</u>	Open Storage	<u>1</u>
RV/ Non-motor vehicle	<u>2</u>	Junk Vehicle	<u>1</u>
High Grass/Weeds	<u>22</u>	Other (Code Enforcement)	<u>0</u>
Illegal Signs	<u>5</u>	Other (Property Violation)	<u>86</u>
No Business License	<u>2</u>	Trees	<u>2</u>
No Building Permit	<u>1</u>	Animated Signs	<u>0</u>
Other	<u>7</u>	Other	<u>4</u>

#### Year-To-Date as of 6/30/2016

2016 Cases	<u>802</u>
2016 NOV's issued	<u>487</u>
2016 Citations issued	<u>39</u>
2016 Signs Removed from ROW	<u>356</u>
2016 cases closed with court action:	<u>0</u>

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



## MEMO

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TO: Mayor & Council  
CC: Julian Jackson, City Manager  
FROM: Greg Ramsey, P.E., Public Works Director  
DATE: June 21, 2016  
SUBJECT: Public Works Activity Report

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The following is a summary of the Public Works Activities in the monthly period ending 06-09-16:

- A. Field Services Operations 06-10-16 thru 07-08-16
  - 1. # of Work Orders Initiated = 120
  - 2. # of Fix It App submittals for PW = 33
  - 3. # of Field Generated Work Orders = 87
  - 4. # of Work Orders Completed = 106
  - 5. # of Work Orders Referred to Other Departments = 7
  - 6. Please see below for summaries of Work Orders & Fix-It App submittals
  
- B. Capital Improvement Project updates
  - 1. 15.06 Peachtree Parkway widening at Peachtree Industrial Blvd, construction letting scheduled for July 2016 by Gwinnett DOT
  - 2. 15.05 Technology Parkway sidewalks – construction complete (construction of Hampton Inn side scheduled for Spring 2017 by Gwinnett)
  - 3. 15.03 Holcomb Bridge Road at Jimmy Carter Blvd – advertised for construction bids, which are due 8/5, still waiting on final GDOT approval and easement documents to be returned
  - 4. 15.11 Roundabout and pedestrian improvements on Peachtree Corners Circle – under review by GCDOT
  - 5. Pedestrian Crossings – final plans submitted last week for review by Gwinnett DOT
  - 6. 16.01 Street Resurfacing – underway
  
- C. Attended the following meetings:
  - 1. Peachtree Retail design/engineering meeting, 6-29-16
  - 2. SPLOST IGA meeting, 7-1-16
  - 3. Resurfacing Update, 7-6-16
  - 4. Construction updates on developments, 7-13-16
  - 5. CTP Kickoff with Stakeholder Committee, 7-14-16

**Work Orders Initiated:**

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002040	6/10/2016	Remove Debris In R.O.W.	3650 Peachtree Corner Circle	Completed	6/11/16
16-002041	6/12/2016	Remove Tree / Limbs In R.O.W.	Peachtree Corners Circle	Pending	6/12/16
16-002050	6/10/2016	Remove Debris In R.O.W.	3650 Peachtree Corners Circle	Completed	6/15/2016
16-002051	6/13/2016	Storm Water Drainage	5086 Staverly Lane	Pending	
16-002052	6/13/2016	Curb Damage	3635 Corners Ct	Pending	
16-002053	6/13/2016	Storm Drain Issue	5250 Peachtree Corners Circle	Pending	
16-002069	6/14/2016	Storm Drain Issue	5235 Chaversham Lane Nw	Completed	6/14/2016
16-002077	6/15/2016	Trash In R.O.W.	Peachtree Corners Circle	Completed	6/15/16
16-002078	6/15/2016	Storm Drain Issue	3055 Jones Mill Rd	Pending	
16-002079	6/16/2016	Remove Trash In R.O.W.	Mechanicsville Rd / Gilleland Rd	Completed	6/17/2016
16-002080	6/13/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	6/13/2016
16-002081	6/21/2016	Remove Debris In R.O.W.	3810 Courtside Terrace	Completed	6/22/2016
16-002082	6/13/2016	R.O.W Landscape Maintenance	S.R 141 / Medlock Bridge Rd	Completed	6/13/2016
16-002083	6/14/2016	R.O.W Landscape Maintenance	Spalding Dr	Completed	6/14/2016
16-002084	6/24/2016	Remove Deceased Animal In R.O.W	Medlock Bridge Rd	Completed	6/24/2016
16-002085	6/14/2016	High Grass / Weeds	Bush Rd	Completed	6/14/2016
16-002086	6/14/2016	R.O.W Landscape Maintenance	Park Industrial Rd	Completed	6/14/2016
16-002087	6/15/2016	High Grass / Weeds	South Old Peachtree Rd	Completed	6/15/2016

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002089	6/16/2016	High Grass / Weeds	Winters Chapel Rd	Completed	6/16/2016
16-002090	6/16/2016	R.O.W. Landscape Maintenance	Peachtree Ind Blvd Southbound	Completed	6/16/2016
16-002091	6/16/2016	R.O.W. Landscape Maintenance	Peachtree Ind Blvd	Completed	6/16/2016
16-002092	6/17/2016	R.O.W. Landscape Maintenance	Peachtree Ind Blvd	Completed	6/17/2016
16-002093	6/17/2016	High Grass / Weeds	Holcomb Bridge Rd	Completed	6/17/2016
16-002099	6/13/2016	Remove Trash In R.O.W.	Peachtree Ind Blvd	Completed	6/13/2016
16-002100	6/13/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	6/13/2016
16-002101	6/13/2016	Remove Trash In R.O.W.	Peachtree Corners Cir / Holcomb Bridge R	Completed	6/13/2016
16-002102	6/14/2016	Remove Trash In R.O.W.	Peachtree Corners Circle	Completed	6/14/2016
16-002108	6/20/2016	Tree Limbs Down In R.O.W.	171 Technology Pkwy	Completed	6/20/2016
16-002109	6/20/2016	Clean Gutters And Median	S.R 141	Completed	6/20/2016
16-002110	6/20/2016	Tree Limbs Hanging Over R.O.W.	S.R 141 Southbound	Completed	6/20/2016
16-002111	6/21/2016	Cleared Limbs And Shrubs	147 Technology Pkwy	Completed	6/20/2016
16-002112	6/21/2016	Landscape Maintenance	147 Technology Pkwy	Completed	6/22/2016
16-002113	6/22/2016	Clean Median Walls	Jimmy Carter / Peachtree Industrial Blvd	Completed	6/22/2016
16-002114	6/22/2016	Clean Gutter	Jimmy Carter / Peachtree Industrial Blvd	Completed	6/22/2016
16-002115	6/22/2016	Remove Deceased Animal	Peachtree Corners Circle / Jones Mill Rd	Completed	6/22/2016
16-002117	6/23/2016	R.O.W Landscape Maintenance	Peachtree Industrial Blvd / Winters Chapel	Completed	6/23/2016
16-002118	6/20/2016	Remove Trash In R.O.W	Peachtree Corners Cir / Holcomb Bridge R	Completed	6/20/2016

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002119	6/24/2016	Remove Deceased Animal	Medlock Bridge Rd / Bush Rd	Completed	6/24/2016
16-002120	6/24/2016	Remove Trash In R.O.W	S.R 141	Completed	6/24/2016
16-002121	6/27/2016	Remove Trash In R.O.W	Peachtree Industrial Blvd	Completed	6/27/2016
16-002122	6/27/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	6/27/2016
16-002123	6/27/2016	Remove Trash In R.O.W	Peachtree Corners Circle	Completed	6/27/2016
16-002124	6/28/2016	Clean Gutters	Peachtree Corners Circle / Fitzpatrick	Completed	6/28/2016
16-002125	6/28/2016	Clean Gutters	Jones Bridge Cir / Springfield Circle	Completed	6/28/2016
16-002126	6/28/2016	Clean Median Gutters	Spalding Dr / Holcomb Bridge Rd	Completed	6/28/2016
16-002127	6/28/2016	Remove Trash In R.O.W	Jimmy Carter Blvd	Completed	6/28/2016
16-002128	6/14/2016	Remove Trash In R.O.W.	Jones Mill Rd	Completed	6/14/2016
16-002129	6/14/2016	Remove Trash In R.O.W	S.R. 141	Completed	6/14/2016
16-002130	6/14/2016	Remove Trash In R.O.W.	S.R 141	Completed	6/14/2016
16-002131	6/15/2016	Remove Trash In R.O.W.	Technology Pkwy	Completed	6/15/2016
16-002132	6/15/2016	Remove Trash In R.O.W.	Peachtree Corners Circle	Completed	6/15/2016
16-002133	6/16/2016	Remove Trash In R.O.W	Holcomb Bridge Rd	Completed	6/16/2016
16-002134	6/17/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	6/17/2016
16-002135	6/17/2016	Remove Trash In R.O.W.	Holcomb Bridge Rd	Completed	6/17/2016
16-002136	6/17/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	6/17/2016
16-002137	6/29/2016	Clean Gutter	Bush Rd / Medlock Bridge Rd	Completed	6/29/2016

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002138	6/29/2016	Clean Island	West Jones Bridge / Peachtree Corners Ci	Completed	6/29/2016
16-002139	6/29/2016	Clean Gutters	S.R 141 / Medlock Bridge Rd	Completed	6/29/2016
16-002140	6/29/2016	Clean Median Walls	Peachtree Industrial Blvd / Jimmy Carter Blvd	Completed	6/29/2016
16-002141	6/29/2016	Remove Trash In R.O.W	Peachtree Corners Circle	Completed	6/29/2016
16-002142	6/30/2016	Remove Deceased Animal	Peachtree Corners Circle / Holcomb Bridge	Completed	6/30/2016
16-002143	6/30/2016	Remove Deceased Animal	Jay Bird Alley	Completed	6/30/2016
16-002144	6/30/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd / Winters Chapel Rd	Completed	6/30/2016
16-002145	6/30/2016	Remove Trash In R.O.W.	Jones Mill Rd	Completed	6/30/2016
16-002146	6/23/2016	R.O.W. Landscape Maintenance	S.R 141	Completed	6/23/2016
16-002147	6/24/2016	R.O.W. Landscape Maintenance	Bush Rd	Completed	6/24/2016
16-002148	6/24/2016	R.O.W. Landscape Maintenance	Lou Ivy Rd	Completed	6/24/2016
16-002149	6/27/2016	R.O.W. Landscape Maintenance	Jaybird Alley	Completed	6/27/2016
16-002150	6/27/2016	R.O.W. Landscape Maintenance	Spalding Dr	Completed	6/27/2016
16-002151	6/27/2016	R.O.W. Landscape Maintenance	Peachtree Industrial Blvd	Completed	6/27/2016
16-002152	6/28/2016	R.O.W. Landscape Maintenance	Peachtree Industrial Blvd	Completed	6/28/2016
16-002153	6/28/2016	R.O.W. Landscape Maintenance	Peachtree Industrial Blvd	Completed	6/28/2016
16-002154	6/28/2016	R.O.W. Landscape Maintenance	Peachtree Industrial Blvd	Completed	6/28/2016
16-002155	6/27/2016	R.O.W Landscape Maintenance	Winters Chapel Rd	Completed	6/27/2016
16-002156	6/27/2016	R.O.W. Landscape Maintenance	Jones Mill Rd	Completed	6/27/2016

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002157	6/27/2016	R.O.W. Landscape Maintenance	Holcomb Bridge Rd	Completed	6/27/2016
16-002158	6/29/2016	R.O.W. Landscape Maintenance	Peachtree Industrial Blvd	Completed	6/29/2016
16-002159	6/30/2016	R.O.W. Landscape Maintenance	Triangle Pkwy / Peachtree Industrial Blvd	Completed	6/30/2016
16-002160	6/30/2016	R.O.W. Landscape Maintenance	Thamesgate Ct	Completed	6/30/2016
16-002161	6/30/2016	High Grass / Weeds	Peachtree Corners Circle / S.R 141	Completed	6/30/2016
16-002162	6/30/2016	Remove Tree Limbs In R.O.W.	Jaybird Alley	Completed	6/30/2016
16-002163	6/30/2016	Remove Trash In R.O.W.	S.R 141 / Peachtree Industrial Blvd	Completed	6/30/2016
16-002165	7/1/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/1/2016
16-002166	7/1/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/1/2016
16-002167	7/1/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/1/2016
16-002168	7/1/2016	R.O.W. Landscape Maintenance	East Jones Bridge Rd	Completed	6/24/2016
16-002169	6/24/2016	Tree Limbs In R.O.W.	East Jones Bridge / Wentworth Dr	Completed	6/24/2016
16-002170	6/24/2016	R.O.W. Landscape Maintenance	Peachtree Corners Circle / Medlock Bridge	Completed	6/24/2016
16-002171	6/24/2016	Removed Signs	Conventry Park / Kingsley Park	Completed	6/24/2016
16-002172	6/24/2016	Remove Trash In R.O.W.	Winters Chapel Rd	Completed	6/24/2016
16-002173	6/24/2016	Repair Pothole	Spalding Dr / River Exchange Dr	Completed	6/24/2016
16-002174	6/24/2016	Install Sign	Dunwoody Club Creek / Dunwoody Club Dr	Completed	6/24/2016
16-002175	7/5/2016	Remove Trash In The R.O.W.	South Old Peachtree Rd / Medlock Bridge	Completed	7/5/2016
16-002176	6/29/2016	Clean Median	S.R 141	Completed	6/29/2016

<b>Order Number</b>	<b>Scheduled</b>	<b>Description</b>	<b>Address</b>	<b>Status Type</b>	<b>Completion</b>
16-002177	6/30/2016	Clean Median	S.R 141	Completed	6/30/2016
16-002178	6/29/2016	Remove Trash In R.O.W	Crooked Creek Pkwy	Completed	6/29/2016
16-002179	6/28/2016	Raised Canopy (Trim Trees)	East Jones Bridge Rd	Completed	6/28/2016
16-002180	6/30/2016	Remove Debris In R.O.W	S.R 141	Completed	6/30/2016
16-002181	7/1/2016	Repair Sinkhole	Foxwood At Bush Rd	Completed	7/1/2016
16-002182	7/5/2016	Remove Debris In R.O.W.	S.R 141	Completed	7/5/2016
16-002183	7/5/2016	Remove Trash In R.O.W.	Medlock Bridge Rd/Spalding Bridge Ct	Completed	7/5/2016
16-002184	7/5/2016	Remove Trash In R.O.W.	S.R 141	Completed	7/5/2016
16-002185	7/5/2016	Remove Trash In R.O.W.	Peachtree Industrial Blvd	Completed	7/5/2016
16-002186	7/6/2016	Remove Trash In R.O.W	Technology Pkwy	Completed	7/6/2016
16-002187	7/6/2016	Remove Decease Animal	Bush Rd	Completed	7/6/2016
16-002188	7/6/2016	Remove Deceased Animal	Bush Rd / Medlock Bridge Rd	Completed	7/6/2016
16-002189	7/6/2016	Remove Debris In The R.O.W	Peachtree Corners Circle / Medlock Bridge	Completed	7/6/2016
16-002190	7/6/2016	Remove Debris In R.O.W	Peachtree Industrial Blvd / Jones Mill Rd	Completed	7/6/2016
16-002191	7/6/2016	Remove Debris In R.O.W	Peachtree Industrial Blvd / Peachtree Pkwy	Completed	7/6/2016
16-002192	7/6/2016	Remove Trash In R.O.W	Holcomb Bridge Rd	Completed	7/6/2016

**Work Orders Referred To Other Departments:**

<b>Date Created</b>	<b>Request Type</b>	<b>Address</b>	<b>Status Type</b>	<b>Referred To Other Departments</b>
6/13/16	Drainage on Property #243685	5235 Chaversham Lane NW	Complete	Department Water Service Request #16-005220
6/13/2016	Storm Drain Issue #243346	5250 Peachtree Corners Circle	In-Process	Department Water Service Request #907447
6/13/2016	Storm Drain Issue #16-002051	5086 Staverly Lane	In-Process	Department Water Resources Service Request 16-005158
6/11/2016	Curb Erosion #243309	3965 Ancroft Circle	In-Process	Department Water Resources Service Request #16-005276 / Gwinnett DOT #907442
6/10/2016	Debris in R.O.W #16-002040	3650 Peachtree Corners Circle	In-Process	Gwinnett DOT #907117
6/15/2016	Storm Drain Issue # 16-002078	3055 Jones Mill Rd	In-Process	Department Water Resource Service Request #16-005309
5/23/2016	Sign Down	Peachtree Corners Circle/ Jaybird Alley	In -Process	Gwinnett DOT Service Request #904457
5/26/2016	Traffic Signal Out #239160	5125 Peachtree Pkwy	In-Process	Gwinnett DOT Service Request #906329
6/8/2016	Sinkhole # 242339	Jones Mill Ct	In-Process	Gwinnett DOT Service Request #906856

**02016-06-74**

**Brandon Branham**

**AN ORDINANCE TO AMEND CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CORNERS TO CREATE A TAX EXEMPTION PROGRAM FOR NEW AND EMERGING TECHNOLOGY BUSINESSES AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to O.C.G.A. § 48-13-2 et seq., the City of Peachtree Corners (the "City") levies and assesses an occupation tax on each person engaged in any business, trade, profession or occupation located within the jurisdiction of the City and on each person whose business, trade, profession or occupation, is carried on, operated or performed within the jurisdiction of the City;

**WHEREAS**, pursuant to O.C.G.A. § 48-13-10(f), local governments may, by ordinance or resolution, provide an exemption or reduction in occupation tax to one or more types of businesses as part of a plan for economic development to attract, encourage or maintain select businesses or practitioners of certain types of occupations or professions;

**WHEREAS**, tax exemptions and reduced regulatory compliance costs related to the development of new and emerging technology businesses create a low cost environment that encourages new and emerging businesses to locate their operations and expand their presence within the City;

**WHEREAS**, tax exemptions and reduced regulatory compliance costs related to the development of new technology have a positive impact on the City's economic health by maximizing the success of new and emerging businesses in those targeted fields that tend to provide higher paying jobs and encourage growth in related sectors;

**WHEREAS**, removal of registration costs for new and emerging businesses in targeted fields provide such businesses with the ability to expand, raise capital and seek professional consultation before commencing operations;

**WHEREAS**, this tax exemption shall apply to businesses in certain fields related to high technology, life sciences, information technology and intellectual property by reference to those classifications as provided in the North American Industry Classification System ("NAICS");

**WHEREAS**, the determination for businesses that meet those requirements for such tax exemption based on criteria provided in this legislation shall be construed in favor of the governing taxing authority; and

**WHEREAS**, the Program for Tax Exemptions for New and Emerging Technology Businesses shall be limited to either, the first three years of operations, and, or gross receipts not exceeding one-million dollars (\$1,000,000.00).

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Peachtree Corners, Georgia that Chapter 14 (Businesses) of the City Code be amended as follows:

**SECTION I:** Article XV (Business Development) of Chapter 14 is amended as follows:

...

Sections 14-481-14-499. - Reserved

**SECTION II:** Chapter 14 is amended with the addition of Article XVI (Program for tax exemptions for new and emerging technology businesses), as follows:

**Sec. 14-500. - Purpose of the program.**

- (a) The purpose of the City of Peachtree Corners' Program for Tax Exemptions for New and Emerging Technology Businesses (the "program") is to encourage new businesses that operate in certain fields related to high technology, life sciences, and intellectual property by providing exemption from administrative fees and a portion of taxes imposed by the City of Peachtree Corners Occupation Tax Ordinance.
- (b) The program is designed to encourage the creation of new businesses in emerging markets and technologies whether developed at public or private business incubator facilities or by the efforts of individual entrepreneurs. The development of technology into a commercial product by going through the process of business planning, product development, securing funding, and other steps necessary to get the technology to the marketplace can be made easier by tax exemption and reduced cost of regulatory compliance. The city wishes to reduce the start-up costs to new businesses by providing specific regulatory and taxation relief until such business ventures become ready to compete in the marketplace.
- (c) Three public benefits characterize the purpose of the program:
- (1) Tax exemptions and reduced cost of regulatory compliance creates a lower cost environment for new and emerging technology businesses and encourages the selected types of businesses to locate their operations and develop their business within the city;
  - (2) Tax exemptions and reduced cost of regulatory compliance tends to have a positive impact on the city's economic health by encouraging and maximizing the success of new and emerging businesses in targeted fields that tend to provide higher paying jobs and encourage growth in related sectors;
  - (3) The program encourages registration of new and emerging businesses in targeted fields by allowing such businesses to be able to openly solicit capital investment and business advice before actively earning revenues or receiving gross receipts.
- (d) This program is enacted pursuant to O.C.G.A. § 48-13-10(f) and any part of this division which is not authorized by said section or the general law is a specific limitation of this division without regard to whether it is set forth herein and such general law may be relied upon for enforcement of this division or this article.

**Sec. 14-501. - Definitions.**

Business entity means any sole proprietorship; corporation and foreign corporation; nonprofit corporation and foreign nonprofit corporation; profit and nonprofit unincorporated association; business trust, estate, general partnership, limited partnership, trust, two or more persons having a joint or common economic interest; limited liability company and foreign limited liability company; limited liability partnership and foreign limited liability partnership.

Initial registration year means the first tax year that the exemption provided by this division is made available or the tax year in which a qualifying business is organized.

Qualifying business means a business entity (i) not previously doing business in the jurisdiction of the city in any other form; (ii) that applies for a business license in a type of business classification that has been designated as consistent with the intent of this division through reference to a classification in the North American Industry Classification System ("NAICS") or an equivalent Standard Industrial Classification that can reasonably be cross-referenced to the NAICS that is from time to time approved for an exemption by the governing authority; and (iii) the application for business license or renewal is made in an operating year that qualifies for an exemption.

Revenue means the same as gross receipts which are defined elsewhere in this article.

Start-up means a business entity whose business form is in the initial registration year.

Start-up exemption means an exemption provided to a start-up business whose operations are conducted primarily at a certified business incubator location and whose operating characteristics meet the requirements of this division.

Tax year means any year in which taxes imposed under Chapter 14 should have been paid without regard to whether the taxpayer was registered with the office of revenue.

Year of operations means a calendar year in which a qualifying business conducts business in the jurisdiction of the City of Peachtree Corners including those years when such business was not registered with the office of revenue.

**Sec. 14-502. - NAICS classifications approved for exemptions.**

The governing authority has adopted by ordinance and may from time to time add or delete those NAICS classifications considered to support the intent of this division. The City shall maintain a record of the NAICS classifications which are approved to provide start-up exemptions for qualifying businesses. The removal of a NAICS classification from the list of businesses for which an exemption can be granted shall not cause a business which received an exemption to lose such exemption until after its third year of operations.

**Sec. 14-503. - Registration and renewal required.**

(a) Pursuant to Article 1 of this Chapter, registration and renewal of the business license is required even for a business which is included in the NAICS classifications which are approved to provide start-up exemptions for qualifying businesses and it shall remain a violation of this article for any business, even when entitled to an exemption under this division, to fail to comply with the requirements of this article.

- (1) Determination of whether a business is a qualifying business is solely reserved to the City or its designee and it shall be a violation of this article for a business which would be a qualified business if properly registered to operate without a business license.
  - (2) It shall not be a defense to a citation for failure to register for a business which would be a qualified business if properly registered to operate without a business license and such business may still be cited for violation of Article 1 of this Chapter even if it is granted a start-up exemption. The City may, but is not required to, dismiss a citation upon a determination that no tax would be due after the initial registration provided that the business is in its first year of operations.
- (b) Notwithstanding the determination that business is determined to be a qualifying business upon its initial registration, the timely renewal of the registration in compliance with section Article 1 of this Chapter is required.
- (1) Renewal is required in order to determine if gross receipts of the qualifying business exceed the level to which the exemption applied such that some tax is due;
  - (2) Renewal is required to determine if the qualifying business has exhausted its right to exemptions which is limited in all case to three tax years
- (c) A business which is organized solely to make investments which might be exempt from some or all taxes imposed by this article by virtue of the exemptions granted by this division shall nevertheless be required to register and renew its business license.

**Sec. 14-504. - Administrative fees exempted.**

No qualifying business shall be charged an administrative fee in connection with its registration or renewal in those operating year when exemptions available.

**Sec. 14-505. - Amount of tax exempted.**

No qualifying business shall be taxed on the first \$1,000,000.00 of gross receipts for the first three years of operations, specifically including the year of registration.

**Sec. 14-506. - Per employee tax exempted.**

No qualifying business shall be taxed on the number of employees for the first three years of operations, specifically including the year of registration, except where the business has more than \$1,000,000.00 of gross receipts in which case, the per employee exemption shall only apply to five employees.

**Sec. 14-507. - Operating years when exemptions available.**

- (a) A qualifying business that is newly formed is eligible for an exemption in the year of its formation and for the following two years of operations.
- (b) A qualifying business that would have been eligible for the exemption had such exemption had been available in the first three years of its operations is eligible for an exemption in first and/or second year after this division is effective; provided however that no exemption is available in the fourth year of operation of any qualifying business.

- (c) A qualifying business that was in operation but was not registered with the office of revenue shall have the years of operation prior to registration counted as a part of the operating years used to calculate if exemptions could be available.
- (d) Under no circumstance shall any business entity be entitled to an exemption in more than three tax years.

**Sec. 14-508. - Change of business form or name.**

A change of business form or name by a business entity in business for three previous years shall not be sufficient for a business entity to be classified as a qualifying business even if such business operates in a field that has been designated as consistent with the aim of this division through reference to a classification in the North American Industry Classification System ("NAICS"). The City is authorized to make a determination as to whether a business entity which has applied for an exemption is in fact operating as a start-up business or has operated under a different business form or business name.

**Sec. 14-509. - Transfer of revenues to or from other entities.**

It is the intent of this division that an exemption from taxes be provided only for those qualifying businesses on gross receipts of up to \$1,000,000.00 received in connection with their operations in an operating year when such exemptions would be available. The transfer of gross receipts or revenue to other business entities to avoid the payment of tax shall result in the

Transfers of revenues earned by other business entities to a qualifying business in an operating year when exemptions are available shall not eligible for an exemption.

**Sec. 14-510. - Gains from investments in qualified businesses.**

- (a) In recognition of the fact that investment is a crucial component of encouraging the creation of new businesses in emerging markets and technologies, it is the intent of this division that an exemption from taxes also be provided for gains from the sale of stocks, bonds, partnership shares or instruments of indebtedness that are given in exchange for funding the creation of a qualifying business.
- (b) A business entity receiving stocks, bonds, partnership shares, or instruments of indebtedness that are given in exchange for a cash investment in a qualifying businesses, shall be exempt from taxes on the first \$1,000,000.00 received above the amount of the initial cash investment where such gain is in connection with the sale of such stocks, bonds, partnership shares, or instruments of indebtedness, provided that cash is received as payment for the sale thereof within three years of the date of the cash investment or the date of registration of the qualifying business, whichever is earlier.
  - (1) For the purpose of this division, gain from an investment in a qualifying business that is no longer included in the list of NAICS classifications approved to provide start-up exemptions when the stocks, bonds, partnership shares, or instruments of indebtedness received in exchange for the initial cash investment are sold, shall still receive the exemption provided by this section so long as the cash that is received as payment for the sale of such investment is received within the time provided in this section.

- (c) No exemption is allowed for gains resulting from investment in any type of business entity other than in a qualified business in its initial registration year and that was registered with the office of revenue within 30 days of the date that such investment was made or the date of initial registration whichever is later.
- (d) In order to encourage reinvestment in new qualifying businesses, gain resulting from the exchange of stocks, bonds, partnership shares, or instruments of indebtedness given in exchange for a cash investment in a qualifying businesses for stocks, bonds, partnership shares, or instruments of indebtedness, the amount of gain recognized shall not be exempt from taxes imposed under this article.

**Sec. 14-511. - Refunds for fees or taxes paid for prior operations.**

Under no circumstance shall any part of this division or this article be construed to authorize refunds for a business entity which has paid any tax or fee prior to the enactment of this division.

**Sec. 14-512. - Penalties for filing false applications or renewals.**

- (a) It shall be a violation of the occupation tax ordinance to file false documents in order to be determined to be a qualifying business or to receive any type of exemption.
- (1) The City shall have without exclusion all powers delegated under Article 1 of this Chapter to make a determination that this section has been violated and to impose any penalty provided by this division.
- (2) The penalty for violation of this section shall be the immediate revocation of the exemption in addition to any taxes, penalties and interest which are determined to be due.

**Sec. 14-513. - Requesting additional data authorized.**

The City is authorized to issue a business license to a start-up business that grants permission for operation in the City of Peachtree Corners in the same manner as any other business license; provided however that gathering of such additional information as deemed necessary by the office of revenue for efficient management of the exemptions may be made a part of the application process.

**Sec. 14-514. - Penalties for filing false applications or renewals for start-up business exemption or filing false returns.**

- (a) It shall be a violation of this division and the occupation tax ordinance to file false documents in connection with a start-up business exemption.
- (1) Any business which has been granted an exemption as a start-up business and which claims such exemption through filing a false application or renewal shall be in violation of this division and the occupation tax ordinance.
- (2) The City shall have without exclusion all powers delegated under section Article 1 of this Chapter to make a determination that this section has been violated.
- (3) The penalty for violation of this division shall be the immediate revocation of the exemption. The revocation of the start-up business exemption shall cause any tax and

administrative fee due in the year of revocation to be fully payable as if the business was not qualified for an exemption.

- (4) The penalty for filing a false application for exemption and/or the underpayment of taxes shall be the same as that set forth in Article 1 of this Chapter.

**Sec. 14-515. - Enforcement provisions.**

Any provision of this division may be administered or enforced through the use of any and all other regulations set forth elsewhere in this article or in the general law. It is the specifically intended that any method of enforcement which could be used to determine if an occupation tax was correctly paid can be used to determine whether an exemption will be or was correctly granted or whether the amount of the exemption taken by a taxpayer was proper in amount.

**Sec. 14-516. - Appeals.**

An appeal of a decision of the City or its designee as to whether an exemption will be or was correctly granted or whether the amount of the exemption taken by a tax payer was proper in amount is an administrative decision which shall be appealed in the same manner as decisions and in the method that is set forth elsewhere in this chapter.

**Sec. 14-517. - Compliance with other laws.**

The approval of a start-up business exemption by the office of revenue shall not excuse any business from any type of filing or certification required by state law or this Code.

**Sec. 14-518. - Severability.**

In the event that any part of this division is declared invalid for any reason such that the exemption provided in division cannot be granted, this division is intended to be fully severable from the levy of the occupation tax and all parts of this article which support collection.

**Sections 14-519—14-549. - Reserved.**

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

**SO ORDAINED AND EFFECTIVE**, this 19<sup>th</sup> day of July, 2016.

**Approved:**

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

ATTEST:

\_\_\_\_\_  
(SEAL)  
Kym Chereck, City Clerk

**Action Item**

**GMA Membership  
Renewal**

**Brandon Branham**



**GEORGIA  
MUNICIPAL  
ASSOCIATION**  
**Membership Dues Invoice**

City of Peachtree Corners  
Ms. Kym Chereck  
147 Technology Parkway, Ste 200  
Peachtree Corners, GA 30092

**INVOICE #:** DUES 16-17  
**INVOICE DATE:** 6/17/2016  
**DUE DATE:** 7/1/2016  
**MEMBER #:** 92615

<b>BILLING DESCRIPTION</b>		<b>AMOUNT</b>
2016-2017 Membership Dues	Base Fee:	\$2,014.00
Population: 40978 @ 0.22467		\$9,206.53
	<b>Total Due:</b>	<b>\$11,220.53</b>

Remittance advice - Cut here and insert in #10 window envelope



**MEMBER #:** 92615  
**Total Due:** \$11,220.53

PLEASE MAIL PAYMENT WITH REMITTANCE ADVICE TO:

GEORGIA MUNICIPAL ASSOCIATION  
PO Box 105377  
ATLANTA, GEORGIA 30348

**Action Item**

**On Call  
Consultant List**

**Greg Ramsey**



## MEMO

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TO: Mayor & Council  
CC: Julian Jackson, City Manager  
FROM: Greg Ramsey, P.E., Public Works Director  
DATE: July 19, 2016  
SUBJECT: FY17 On Call Consultants

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The City of Peachtree Corners went through a Request for Qualifications (RFQ) process in July and August of 2015 in order to procure professional services from consultants available on an On Call basis. That RFQ produced a list of consultants approved by Mayor & Council for FY16 projects. That list needs to be renewed for FY17. Staff is recommending the original list of consultants be approved again, along with the addition of Keck and Wood, Inc. This firm completed a project for the city using GDOT LMIG funding along Technology Parkway to install the sidewalks and walls, and they performed admirably at a great value financially. Adding them to the FY17 list will introduce more opportunity for competition and will benefit the city by having another qualified candidate for engineering design of transportation projects.

In summary, staff recommends approving the following list of engineering firms for the FY17 On Call Consultant list for the Capital Improvement Program:

- BWSC
- Lord Aeck Sargent
- Michael Baker International
- Pond
- Precision Planning Inc.
- Southeastern Engineering, Inc.
- Terramark Land Surveying
- TSW
- Ty Lin
- United Consulting
- Wolverton and Associates
- Keck & Wood, Inc.

**Action Item**

**ARC Contract**

**Greg Ramsey**



## MEMO

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TO: Mayor & Council  
CC: Julian Jackson, City Manager  
FROM: Greg Ramsey, P.E., Public Works Director  
DATE: July 19, 2016  
SUBJECT: ARC Contract for SR 141 Corridor Study

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The City of Peachtree Corners was awarded an Atlanta Regional Commission (ARC) project in April 2016 for a corridor study along State Route 141. ARC Project GW-404 includes a financial award of \$200,000 and requires a 20% match of \$50,000. The total project cost is \$250,000. Participation on this project and receipt of these funds requires the city to enter into an agreement with the Georgia Department of Transportation, who will oversee the project on behalf of the ARC.

The draft agreement is attached for your review and consideration. Staff recommends authorizing the Mayor and City Attorney to sign this agreement on behalf of the city.

**STATE ROUTE 141 CORRIDOR STUDY**

**CITY OF PEACHTREE CORNERS**

**FHWA METROPOLITAN PLANNING PROGRAM**

**STP-URBAN FUNDS**

**CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205**

**FEDERAL-AID PARTICIPATING PROJECT**

**PI Number 0015086**

**ARC Project Number GW-404**

<b>Federal Share 80%</b>	<b>\$200,000.00</b>
<b><u>Local Match Share 20%</u></b>	<b><u>\$50,000.00</u></b>
<b>Total Contract Cost</b>	<b>\$250,000.00</b>

**CONTRACT**  
**Between the**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW**  
**ATLANTA, GEORGIA 30308**  
**and the**  
**CITY OF PEACHTREE CORNERS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF PEACHTREE CORNERS, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the DEPARTMENT is responsible for the development of long-range comprehensive plans for all modes of transportation in Georgia and is required to coordinate this development with the appropriate planning agencies and the affected local governmental bodies; and

WHEREAS, the DEPARTMENT recognizes the significance and benefit of participating with all agencies responsible for transportation planning in the City of Peachtree Corners in providing certain services for the carrying out of said work program; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it is experienced and qualified to serve as project director and the DEPARTMENT has relied upon such representation; and

WHEREAS, federal funding for this PROJECT is provided by the STP Urban allocation from the Fixing Americas Surface Transportation Act of 2015; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the LOCAL GOVERNMENT that:

## ARTICLE I

### SCOPE AND PROCEDURES

The LOCAL GOVERNMENT shall perform or cause to be performed those services required of it to accomplish the work designated to be done by the LOCAL GOVERNMENT, as shown in Exhibit A, which is attached hereto, and made a part hereof the same as if fully set out herein, on or before \_\_\_\_\_, 2016, and shall make available to the DEPARTMENT the reports, data, maps, facts, figures and all other information resulting from the work accomplished under the terms of this Agreement.

In the event the work accomplished, or caused to be accomplished, by the LOCAL GOVERNMENT as set out in the first paragraph of this Article does not, in the opinion of the DEPARTMENT, satisfy the requirements set forth in this Agreement, the DEPARTMENT shall inform the LOCAL GOVERNMENT of the deficiencies in writing and shall withhold payment for said deficient work until such time as the deficiencies have been corrected by the LOCAL GOVERNMENT without additional costs to the DEPARTMENT.

## ARTICLE II

### COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the 2 CFR PART 200 and not prohibited by the Laws of the State of Georgia.

It is understood that the total estimated cost of the PROJECT as outlined in the Article and as shown in Exhibit "B", BUDGET ESTIMATE, attached hereto and incorporated as if fully set out herein, is Two Hundred and Fifty Thousand Dollars (\$250,000.00). The total estimated cost of the PROJECT to be financed with U.S. Department of Transportation FHWA funds is Two Hundred Thousand Dollars (\$200,000.00) which is the total federal contribution to the PROJECT and is the maximum amount of the DEPARTMENT's obligation.

The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of Two Hundred Thousand Dollars (\$200,000.00), which such amount in excess being payable only with non-Federal aid funds. In no event shall the Federal contribution to the PROJECT exceed Two Hundred Thousand Dollars (\$200,000.00) which is the DEPARTMENT's maximum obligation.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the estimate of the PROJECT costs, provided that the DEPARTMENT's maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECT is not substantially altered from the approved PROJECT. In order to adjust said budget estimate, it is also understood that the LOCAL GOVERNMENT shall request any and all budget changes in writing and that the DEPARTMENT shall approve or disapprove the requested budget estimate change in writing.

Payment on the account of the above described Federal contribution shall be made no more than once per month and shall be in the amount of expenses incurred during that period. Payments shall be made after approval of an invoice from the LOCAL GOVERNMENT. Each invoice will include a copy of the LOCAL GOVERNMENT's invoice and progress reports during the invoice period. Upon the basis of its review of such invoices, the DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, make the payment to the LOCAL GOVERNMENT as the work progresses, but not more often than once per month. Should the work for the PROJECT begin within any one month, the first invoice shall cover the partial period of the beginning date of work through the last date in the month in which it began. The invoices shall be numbered consecutively and subsequent invoices submitted each month until work for the PROJECT is completed.

Payment shall be made monthly in the amount of total sums earned less previous partial payments. However, the DEPARTMENT shall only pay to the LOCAL GOVERNMENT funds that represent the Federal contribution. All costs of the project in excess of the Federal contribution shall be paid by the LOCAL GOVERNMENT. Payments by the DEPARTMENT shall not exceed 80% of the project costs in any invoice or in total up to the maximum amount of Two Hundred Thousand Dollars (\$200,000.00). The final invoice shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of the Agreement, and shall be the basis for final payment.

Should the work under the Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, the LOCAL GOVERNMENT shall be paid based upon the expenses incurred at the point of termination notwithstanding any just claims by the LOCAL GOVERNMENT.

### ARTICLE III

#### EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The LOCAL GOVERNMENT shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

#### ARTICLE IV REVIEW OF WORK

Authorized representatives of the DEPARTMENT and Federal Government may during normal business hours review and inspect the PROJECT activities and data collected by or for the LOCAL GOVERNMENT under this Agreement and amendments thereto. All such reports, drawings, studies, specifications, estimates, maps and computations, prepared by or for the LOCAL GOVERNMENT shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review during normal business hours in the General Offices of the LOCAL GOVERNMENT.

#### ARTICLE V SUBCONTRACTS

It is understood that the LOCAL GOVERNMENT is responsible to the DEPARTMENT to insure that all subcontracts awarded by the LOCAL GOVERNMENT under the terms of this Agreement are consistent with the provisions contained herein and in support of these requirements and consistent with the LOCAL GOVERNMENT 's contracting policies and procedures as approved by the DEPARTMENT. Such subcontracts are subject to the terms of Article X of this Agreement.

#### ARTICLE VI MAINTENANCE AND AUDIT OF CONTRACT COST RECORDS

##### A. Maintenance of Cost Records

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the PROJECT and shall make such material available during normal business hours for the period of the contract, and for three years from the date of final payment under the contract, for inspection by the DEPARTMENT and representatives of the Federal Government, and copies thereof shall be furnished to the DEPARTMENT upon request. The LOCAL

GOVERNMENT agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

B. Audit of Cost Records

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three years after compensation payments by the DEPARTMENT to the LOCAL GOVERNMENT under this contract. The LOCAL GOVERNMENT agrees to assist in making the result of the audit performed pursuant to 2 CFR 200 (Uniform Grant Guidance) available to the DEPARTMENT if possible, and to the extent such audit is available, the DEPARTMENT at its sole discretion may agree to accept the Uniform Grant Guidance audit in lieu of its audit as herein provided for. Further, the LOCAL GOVERNMENT agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of audit by either the Uniform Grant Guidance audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE VII  
(RESERVED)

ARTICLE VIII  
PROGRESS REPORTS

The LOCAL GOVERNMENT shall submit a progress report with each invoice, summarizing all work completed during the invoice period, as noted in ARTICLE II. The DEPARTMENT reserves the right to comment on such progress reports. The DEPARTMENT's comments, if any, shall be returned to the LOCAL GOVERNMENT in writing within thirty (30) calendar days after receipt by the DEPARTMENT of each progress report. In the event said comments include disagreement or reservations, or both, by the DEPARTMENT with portions of such progress report, the LOCAL GOVERNMENT shall, within ten (10) calendar days after receipt of the DEPARTMENT's comments, supply copies of the comments to such individuals and agencies as may be reasonably designated by the DEPARTMENT.

ARTICLE IX  
PUBLICATIONS

Publications and reports officially released after the date of execution of this Agreement describing the results of any investigation hereunder participated in by the DEPARTMENT shall give recognition to the DEPARTMENT and the Federal Highway Administration of the U.S. Department of Transportation in the text and title page to the nature of its cooperative character.

The following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the LOCAL GOVERNMENT:

"The contents of this report reflect the views of the persons preparing the document and those individuals are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of the Department of Transportation of the State of Georgia. This report does not constitute a standard, specification, or regulations."

Likewise, the following statement, unless mutually agreed in writing to be waived, shall appear on the cover or title page of all said publications and reports released by the DEPARTMENT.

"The contents of this report reflect the views of the participating individuals who are responsible for the facts and the accuracy of the data presented herein. The contents of this report do not necessarily reflect the official views or policies of the City of Peachtree Corners. This report does not constitute a standard, specification, or regulations."

After the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of these, of any portion of the work assigned to the LOCAL GOVERNMENT under this contract, or amendments hereto, shall not be officially released to the public by the LOCAL GOVERNMENT until the conditions set out below have been satisfied.

1. Such aforementioned publications have been submitted by the LOCAL GOVERNMENT to the DEPARTMENT for review and comment(s).

2. The DEPARTMENT has reviewed said publications and has supplied the LOCAL GOVERNMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the DEPARTMENT.

3. In the event said comment(s) include disagreement, reservations, or both by the DEPARTMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the LOCAL GOVERNMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the DEPARTMENT's rationale for such dissent if so contained in said comments. The LOCAL GOVERNMENT further agrees to evidence such disagreement on the initial page with the statement:

"Although the Department of Transportation of Georgia is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial points of differences are acknowledged in this presentation; however, this does not limit the DEPARTMENT in the future from modifying in any way its views pertaining to this information as may be deemed necessary by the DEPARTMENT as the PROJECT progresses."

As used herein, "official release" by the LOCAL GOVERNMENT shall mean a formal action by the governing body of the LOCAL GOVERNMENT to accept or adopt said publication and authorizing its public distribution.

It is mutually agreed that the official release of such aforementioned publications which are not in accordance with the provisions contained herein shall constitute grounds for termination of this contract by the DEPARTMENT in accordance with the provisions of Article XVI of this Contract.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, Section 50-18-70 et seq., O.C.G.A, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT in the performance of a service or function for or on behalf for the DEPARTMENT shall be released pursuant to provisions of the Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the required documents.

Likewise, after the date of execution of this Agreement, articles, reports, papers, bulletins, press releases or other such publications reporting the analyses, results, findings, or any or all of them, or any portion of the work assigned the DEPARTMENT under this contract or amendments hereto shall not officially be presented publicly or published by the DEPARTMENT until the conditions set out below have been satisfied:

1. Such aforementioned publications have been submitted by the DEPARTMENT to the LOCAL GOVERNMENT for review and comment(s).

2. The LOCAL GOVERNMENT has reviewed said material and has supplied the DEPARTMENT with written comment(s) regarding same. Said comments shall be supplied within twenty (20) calendar days after receipt of said publication by the LOCAL GOVERNMENT.

3. In the event said comment(s) include disagreement, reservations, or both by the LOCAL GOVERNMENT with such analyses, results, findings, or any or all of them, or portions thereof, such dissent as so stated shall be incorporated by the DEPARTMENT in the publication(s) to be released in such a manner so as to indicate specific points of difference and the LOCAL GOVERNMENT's rationale for such dissent if so contained in said comments. The DEPARTMENT further agrees to evidence such disagreement on the initial page with the statement:

F

"Although the City of Peachtree Corners is a participant in the project for which this information was collected, it does not currently agree with all the results and findings as are indicated herein. The initial

points of difference are acknowledged in this presentation; however, this does not limit the City of Peachtree Corners in the future from modifying in any way its views pertaining to this information as may be deemed necessary by the City of Peachtree Corners as the project progresses."

ARTICLE X  
ASSIGNMENT, TRANSFER, OR SUBLETTING

It is understood by the parties to this contract that the work of the LOCAL GOVERNMENT on this PROJECT is considered personal by the DEPARTMENT and the LOCAL GOVERNMENT agrees not to assign or transfer and, after the date of execution of this agreement, not to subcontract any or all of its interest in this contract without prior written approval of the DEPARTMENT, unless provided otherwise in Article V.

ARTICLE XI  
INSURANCE

By execution of this agreement, the LOCAL GOVERNMENT certifies to the DEPARTMENT that it will maintain the following minimum amounts of insurance:

1. Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
2. Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000.00) for injuries, including those resulting from death to any one person, and in an amount not less than Three Hundred Thousand Dollars (\$300,000.00) on account of any one occurrence.
3. Property Damage Insurance in an amount not less than Fifty Thousand Dollars (\$50,000.00) from damages on account of any occurrence, with an aggregate limit of One Hundred Thousand Dollars (\$100,000.00).
4. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the LOCAL GOVERNMENT, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by the LOCAL GOVERNMENT, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

## ARTICLE XII COVENANT AGAINST CONTINGENT FEES

The LOCAL GOVERNMENT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for The LOCAL GOVERNMENT to solicit or secure this contract, and that the LOCAL GOVERNMENT has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the LOCAL GOVERNMENT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making this contract.

It is further agreed that the LOCAL GOVERNMENT's noncompliance with the provisions or breach of the warranties, set forth in this article shall constitute grounds for immediate termination of this Agreement and the LOCAL GOVERNMENT shall reimburse the DEPARTMENT all payments which the DEPARTMENT has made to the LOCAL GOVERNMENT under the terms of this Agreement.

## ARTICLE XIII TIME OF PERFORMANCE

Time is of the essence. The LOCAL GOVERNMENT and the DEPARTMENT shall perform this PROJECT as described in Article I, Scope and Procedure, on or before December 31, 2017.

## ARTICLE XIV TERMINATION OF CONTRACT

The DEPARTMENT may terminate this contract for just cause at any time in advance of the completion date fixed in Article XIII, by the giving of thirty (30) days written notice of such termination. Upon receipt of such notice of termination, the LOCAL GOVERNMENT shall discontinue and cause all work under this contract to terminate upon the date specified in the said

notice. In the event of such termination, the LOCAL GOVERNMENT shall be paid such amounts as may be due it under Article II up to and including the specified date of termination, including any costs for terminal reports submitted hereunder and reimbursement for any claims of settlement arising out of termination of orders required for this contract. The LOCAL GOVERNMENT shall not have the right to terminate this contract at any time except in the event of the unavailability of Federal funds in the amounts described in Exhibit B when such unavailability of funds is not the result of unsatisfactory or inconsistent project performance by the LOCAL GOVERNMENT. Upon receipt of notice of unavailability of Federal funds, the LOCAL GOVERNMENT agrees to notify the DEPARTMENT of its intention to terminate this Agreement at least thirty (30) days prior to the intended date of termination.

#### ARTICLE XV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of work assigned the LOCAL GOVERNMENT under this Agreement. These indemnities shall not be limited by reasons of the listing of any insurance coverage.

#### ARTICLE XVI SUBSTANTIAL CHANGES

Minor changes in the proposal which do not involve changes in compensation, extension of term, or the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval by the other party. All other changes shall be by supplemental agreement.

#### ARTICLE XVII CONTRACT DISPUTES

In case of disputes arising under this contract or amendments hereto, it is agreed that this contract, or amendments hereto shall be treated as if executed solely in Fulton County, Georgia, and the laws of the State of Georgia will control.

ARTICLE XVIII  
COMPLIANCE WITH APPLICABLE LAW

A. Conflict of Interest

The undersigned certify that the provisions relating to conflict of interest entitled State Employees and Officials Trading with State, Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated have been complied with in full.

B. IT IS FURTHER AGREED that the LOCAL GOVERNMENT shall comply with the regulations for Compliance with Title VI of the Civil Rights Act of 1964 as stated in Exhibit C of this Agreement.

C. As provided in Exhibit F of this Agreement, the undersigned certifies that it is the DESIGNATED AGENCY and it is eligible to receive the Federal funding assistance provided for in this Agreement.

D. As provided in Exhibit D of this Agreement, the undersigned certifies that the Provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, "Drug-Free Workplace Act", have been complied with in full.

E. In compliance with Section 50-20-3(a) of the Official Code of Georgia Annotated, the LOCAL GOVERNMENT shall:

1. Furnish the DEPARTMENT with a certified financial statement of the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year next preceding the execution of this Agreement. The financial statement shall be furnished within ninety (90) days after execution of the contract and shall include an individual listing of each employee and his salary and reimbursable expenses, a listing by category of the sources of income of the LOCAL GOVERNMENT, and a listing of the source or sources of all public funds received by the LOCAL GOVERNMENT and the program for which the funds were received;

2. Furnish annually to the DEPARTMENT after the end of the LOCAL GOVERNMENT's fiscal year, the report of an independent auditor acceptable to the DEPARTMENT. The report shall cover the LOCAL GOVERNMENT's total receipts and expenditures for the fiscal year just ended and, unless otherwise provided in state law, shall contain at minimum the financial, compliance, internal control and Federal Financial Assistance information in a format as described in Public Law 98-502 known as the Single Audit Act of 1984 and the Single Audit Act Amendment of 1996, Public Law 104-156, and its implementing regulation, OMB Uniform Grant Guidance. The report shall also include a schedule of Federal Financial Assistance, and a listing of each employee's salary and reimbursable expenses paid during the fiscal year just ended. All audit reports shall be prepared in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants.

3. Provide on an annual basis during the term of this Agreement, a summary statement, for this program, of the services delivered, number of people served and such other information as the DEPARTMENT shall require. A copy of the summary statement shall be furnished by the LOCAL GOVERNMENT to the state auditor; and

4. Refrain from political activities including endorsement of any political candidate or party, use of machinery, equipment, postage, stationery, or personnel in behalf of any candidate or any question of public policy subject to a referendum, or the display of political posters, stickers, or other printed material during the term of this Agreement.

F. As provided in Appendix E of this Agreement, the undersigned certifies that it will comply with the provisions of the Georgia Security and Immigration Compliance Act of 2006.

G. Exhibits C through I are incorporated by reference and made a part of this document as if fully set out herein.

Failure on the part of the LOCAL GOVERNMENT, for whatever reason, to comply with the requirements of this Article shall render this Agreement null and void and the DEPARTMENT shall not make any payment to the LOCAL GOVERNMENT for any work performed pursuant to the terms of this Agreement.

In the event that the LOCAL GOVERNMENT fails to comply with the provisions of this Article after having received some compensation as partial payments under this Agreement, upon such failure to comply with the terms of this Article, the LOCAL GOVERNMENT shall repay to the DEPARTMENT the full amount of such funds previously received.

The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

City of Peachtree Corners

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Mayor

ATTEST:

IN THE PRESENCE OF:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

Signed, Sealed and Delivered

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
in the presence of:

\_\_\_\_\_  
NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Federal Employee Tax No.

## **EXHIBIT A**

### **SCOPE OF WORK**

## **EXHIBIT B**

### **BUDGET ESTIMATE**

SR 141 Corridor Study	\$250,000
Federal Funding	\$200,000
Local Match	\$50,000
Total Funding	\$250,000

## Exhibit C

### NOTICE OF CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964 AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987 FOR FEDERAL-AID CONTRACTS

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## EXHIBIT D

Revised 7/90

### DRUG-FREE WORKPLACE ACT CERTIFICATE FOR A PUBLIC OR PRIVATE ENTITY

1. The City of Peachtree Corners certifies that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about --
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Applicant's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation and employee assistance programs; and,
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant or cooperative agreement be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant of cooperative agreement, the employee will --
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of any criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or cooperative agreement;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted --
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

2. The Applicant's headquarters is located at the following address.

Name of Applicant: City of Peachtree Corners  
 Street Address: 147 Technology Pkwy, Suite 200  
 City: Peachtree Corners  
 County: Gwinnett  
 State: Georgia  
 Zip Code: 30092

---

(Signature of Authorized Official)

Mayor

---

(Title of Authorized Official)

City of Peachtree Corners

---

(Name of Applicant)

---

(Date)

**EXHIBIT E**

**CERTIFICATION OF  
RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_, Mayor, hereby certify on behalf of the City of Peachtree Corners that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By \_\_\_\_\_  
(signature of authorized official)

Mayor \_\_\_\_\_  
(title of authorized official)

**Exhibit F**

**CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The City of Peachtree Corners, as an Applicant for a Federal STP Urban Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

**THE CITY OF PEACHTREE CORNERS CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.**

Authorized Official

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

**Exhibit G**

**CERTIFICATION OF CONSULTANT**

**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of the City of Peachtree Corners, whose address is 147 Technology Pkwy, Suite 200 Peachtree Corners, GA, 30092 and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the \_\_\_\_\_ certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

**Exhibit H**

CERTIFICATION OF THE CITY OF PEACHTREE CORNERS  
AND  
CERTIFICATION OF THE DEPARTMENT OF TRANSPORTATION

CERTIFICATION OF LOCAL GOVERNMENT

I hereby certify that I am the MAYOR OF THE CITY OF PEACHTREE CORNERS and duly authorized representative of the City of Peachtree Corners whose address is 147 Technology Pkwy, Suite 200 Peachtree Corners, GA, 30092, and that neither I nor the entity I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mayor

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION  
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above Planning Commission or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Commissioner

**APPENDIX I--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_

Contract No. and Name: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify / Company Identification Number

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Date

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**Action Item**

**Bleakly Advisory  
Group**

**Diana Wheeler**



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: July 19, 2016

SUBJECT: Bleakly Advisory Group – Redevelopment Strategies (Holcomb Bridge Rd. )

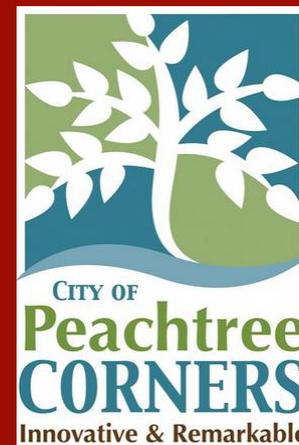
Bleakly Advisory Group has completed their report (attached) which assesses the potential for redevelopment along the Holcomb Bridge Corridor. This work was identified as a top priority in the Holcomb Bridge Road Corridor Study based on the community's desire to see the area revitalized. Bleakly's work was needed to evaluate existing conditions and determine what strategies would be most effective to encourage the redevelopment of older buildings, especially apartments. The attached study provides background information on what exists in the area and identifies different types of strategies that have been successfully utilized for redevelopment by other communities. The report then focuses on four case studies for detailed analysis. Although not called out by name, the case studies are actual properties located along Holcomb Bridge Rd. Bleakly's report identifies how much each property would cost to acquire and then presents several financial scenarios to demonstrate what would be needed to make redevelopment viable.

## Recommendation

Accept the Redevelopment Strategies study.



# Redevelopment Strategies for Aging Commercial Properties



June, 2016

# REDEVELOPMENT STRATEGIES FOR AGING COMMERCIAL PROPERTIES—INTRODUCTION

This report provides an analysis of the redevelopment strategies that the City of Peachtree Corners can use to address the future redevelopment of the rapidly aging segment of its commercial property inventory—aging and deteriorating apartment complexes, retail centers and office complexes which are approaching the end of their useful economic life. These properties present opportunities for future investment and growth in Peachtree Corners which can expand its commercial tax digest.

## Report Contents:

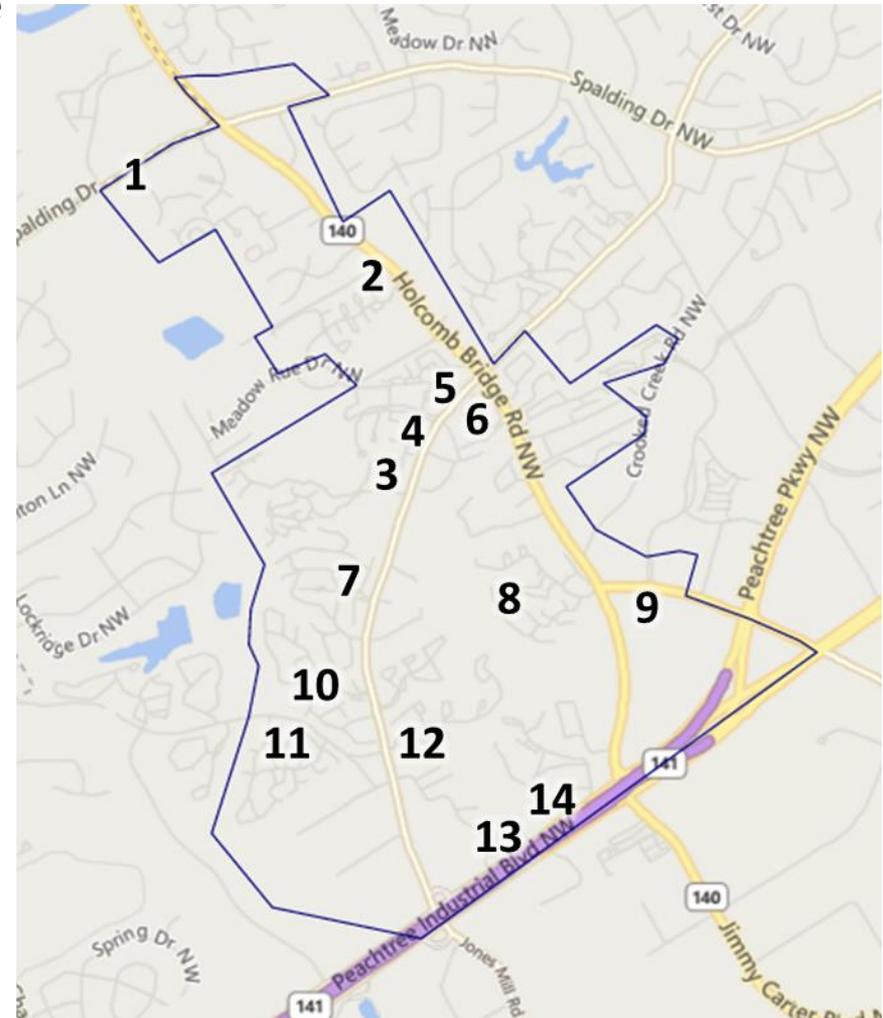
- Analyze the Issues and Opportunities with Aging Commercial Properties
- Review of Alternative Redevelopment Strategies used in the Atlanta Region
- Four Redevelopment Case Studies of Existing Commercial Properties
- Test Alternative Redevelopment Strategies on Case Study Properties
- Recommendations for Redevelopment Strategies in Peachtree Corners

## Issues and Opportunities with Aging Commercial Properties

# LOCATION OF APARTMENT COMPLEXES

The analysis of aging commercial properties in Peachtree Corners started with apartment communities identified in the Holcomb Bridge Corridor Master Plan--

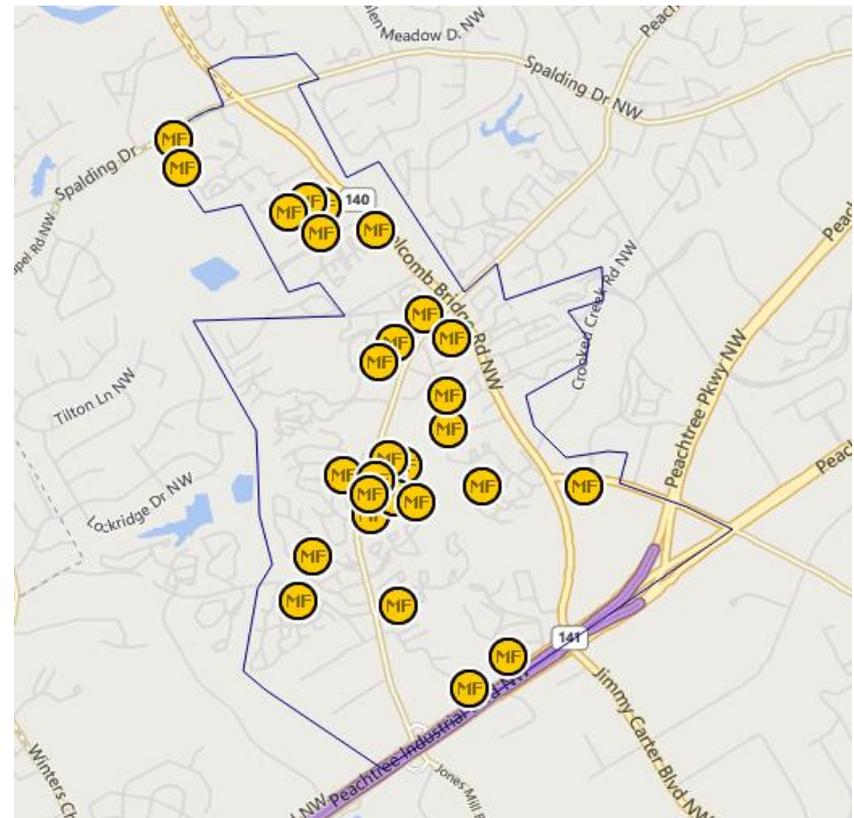
- 1) Veranda Estates Apartments
- 2) Ashford Lake
- 3) Village West at Peachtree Corners
- 4) Silver Oaks
- 5) Highland Corners
- 6) Veranda Knolls Apartments
- 7) Valencia Park Apartments
- 8) The Domain at Holcomb Bridge
- 9) Centre at Peachtree Corners
- 10) The Columns at Peachtree Corners
- 11) Barrington Hills
- 12) Park at Peachtree Corners
- 13) Hunters Ridge
- 14) Bryant Park Apartments



# HOUSING: LOCAL APARTMENT MARKET

- The Study Area has over 4,500 apartment units, representing 88% of all area housing units.
  - The apartments communities tend to be aging, with the average unit built in 1981.
  - Average rents tend to be modest, with one-bedroom units renting for \$724, compared to \$883 for one-bedrooms in the Atlanta region.
  - Just 146 units, in a single apartment community, have been added to the inventory in the past 20 years.

**Study Area Multifamily Apartment Locations**



Source: CoStar, Inc.

<b>Apartment Snapshot</b>	Study Area	Norcross/Peachtree Corners Submarket	Metro Atlanta
Existing Units	4,564	10,580	499,700
Vacancy Rate	4.0%	3.0%	5.5%
Studio Asking Rent	\$ 700	\$ 649	\$ 937
1 Bed Asking Rent	\$ 724	\$ 744	\$ 883
2 Bed Asking Rent	\$ 926	\$ 896	\$ 973
3+ Bed Asking Rent	\$ 1,145	\$ 1,096	\$ 1,139

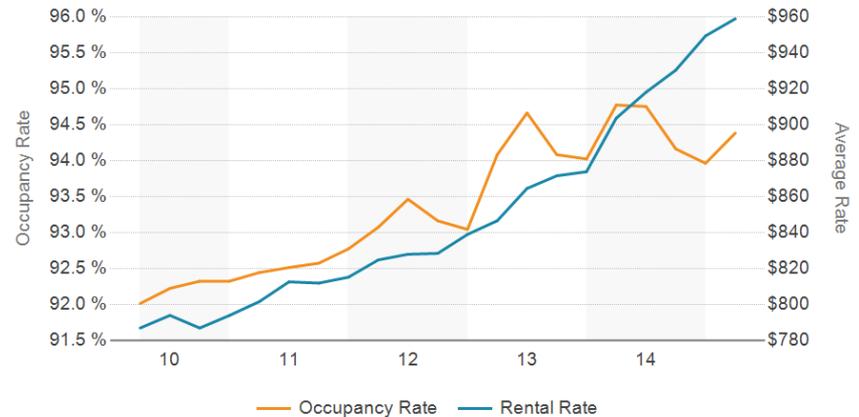
# HOUSING: LOCAL APARTMENT MARKET

- Average rents in the Study Area are lower than rents in the overall region.
- The Study Area's rental performance has improved since 2011 and now the local market is very tight, with occupancies at 96%, slightly above the Metro Atlanta occupancy rate of 94.5%
- The best-performing apartment community in the Study Area is **Veranda Knolls** (146 units, built in 1997) with average rents of \$1,205/month and 95% occupancy.
- Occupancy has risen from 89% in 2010 to 96% in 2015.
- Average rent per unit increased from \$705 in 2010 to \$886 in 2015.

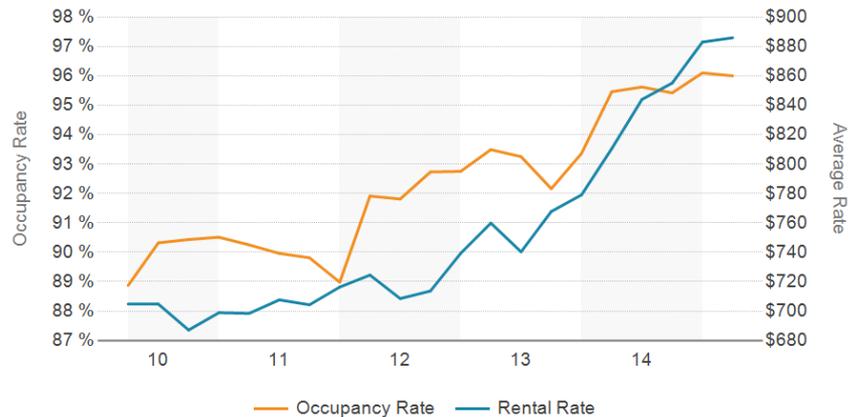
**Veranda Knolls**



**Occupancy & Rental Rate, Atlanta Metro**



**Occupancy & Rental Rate, Study Area**



# PEACHTREE CORNERS APARTMENT COMPLEXES

LARGER RENTAL APARTMENT COMPLEXES IN HOLCOMB BRIDGE ROAD CORRIDOR OF PEACHTREE CORNERS										
Complex Name	Address	Year Built	Class	Total Units	Avg. Rent	Occupancy	% 1-Bed	% 2-Bed	% 3-Bed	Rent/SF (1-Bed)
Valencia Park Apartments	3500 Peachtree Corners Cir	1981	B	508	\$ 808	93.9%	43%	48%	9%	\$ 1.08
Bryant Park Apartments	6520 Hillandale Dr	1973	B	490	\$ 820	98.8%	40%	38%	22%	\$ 0.86
Park at Peachtree Corners Apartments	3341 Peachtree Corners Cir	1985	B	460	\$ 940	96.7%	57%	35%	0%	\$ 1.25
Village West at Peachtree Corners	3655 Westchase Village Ln	1983	B	440	\$ 987	97.7%	44%	46%	11%	\$ 1.30
The Domain at Holcomb Bridge	3383 Holcomb Bridge Rd	1981	B	420	\$ 1,012	96.2%	14%	51%	35%	\$ 0.86
Barrington Hills	3352 Chelsea Park Ln	1986	C	376	\$ 883	93.3%	52%	40%	7%	\$ 1.12
Ashford Lake	3600 Park Lake Ln	1982	B	328	\$ 964	90.9%	29%	71%	0%	\$ 0.99
Hunters Ridge	1700 Hunter Ridge Ln	1978	B	308	\$ 881	98.4%	47%	44%	9%	\$ 1.09
The Columns at Peachtree Corners	3400 Peachtree Corners Cir	1980	C	304	\$ 872	99.4%	16%	63%	13%	\$ 0.98
Centre at Peachtree Corners	3325 Holcomb Bridge Rd	1972	B	272	\$ 1,009	95.2%	27%	49%	24%	\$ 1.07
Highland Corners	301 Noble Forest Dr	1979	B	252	\$ 964	98.4%	0%	68%	32%	
Veranda Estates Apartments	6516 Spalding Dr NE	1993	A	152	\$ 1,229	99.4%	19%	58%	23%	\$ 1.13
Veranda Knolls Apartments	100 Ivey Park Ln	1997	B	146	\$ 1,154	97.3%	9%	59%	32%	\$ 0.93
Silver Oaks	3640 Peachtree Corners Cir	1975	B	108	\$ 817	96.3%	44%	56%	0%	\$ 0.81
Weighted Average		1981			\$ 931	96.4%	34%	49%	15%	\$ 1.00
				4,564	\$ 953					\$ 0.96

Source: CoStar/BAG

- There are over 4,500 units in fourteen larger apartment complexes in the Holcomb Bridge Corridor of Peachtree Corners.
- Most of the complexes were built in the 1970s and 1980s and are classified as Class B or C in quality, with only one Class A level property in area.
- The average complex has 326 units.
- Occupancy is strong, averaging 96.4%.
- The average rents is \$931 per unit and the average rent for a one bedroom unit is \$1.00 PSF.

# THE INCIDENTS OF CRIME IN APARTMENTS

INCIDENTS OF CRIME AT SAMPLE APARTMENT COMMUNITIES IN PEACHTREE CORNERS 2013-2016*						
		Total		Units	Persons	Incidents Per Capita
		2013-2016 Incidents	Annual Incidents			
Veranda Knolls Apartments	100 Ivey Park Lane	100	43	146	285	0.35
Highland Corners	301 Noble Forest Drive	368	158	252	491	0.75
Hunter Ridge	1700 Hunter Ridge Lane	117	50	308	600	0.19
Centre at Peachtree Corners	3325 Holcomb Bridge Road	33	14	272	530	0.06
Park at Peachtree Corners Apartments	3341 Peachtree Corners Circle	162	69	460	896	0.18
Barrington Hills	3352 Chelsea Park Lane	241	103	376	733	0.33
The Domain at Holcomb Bridge	3383 Holcomb Bridge Road	162	69	420	818	0.20
The Columns at Peachtree Corners	3400 Peachtree Corners Circle	138	59	304	592	0.23
Valencia Park Apartments	3500 Peachtree Corners Circle	420	180	508	990	0.42
Ashford Lake	3600 Park Lake Lane	207	89	328	639	0.32
Silver Oaks	3640 Peachtree Corners Circle	366	157	108	210	1.74
Village West at Peachtree Corners	3655 Westchase Village Lane	194	83	440	857	0.23
Veranda Estates Apartments	6516 Spalding Drive	16	7	152	296	0.05
Bryant Park Apartments	6520 Hillandale Drive	101	43	490	955	0.11
<b>Total/Average for Sample Apartments</b>		<b>2,625</b>	<b>1,125</b>	<b>4,564</b>	<b>8,894</b>	<b>0.37</b>
<b>City of Peachtree Corners</b>	<b>City of Peachtree Corners</b>	<b>10,341</b>	<b>4,432</b>		<b>40,978</b>	<b>0.25</b>

\* Incidents are for January 1 2013 to May 11, 2016, annualized;

Traffic accidents and hit and run incidents, shoplifting and nonresidential incidents are excluded

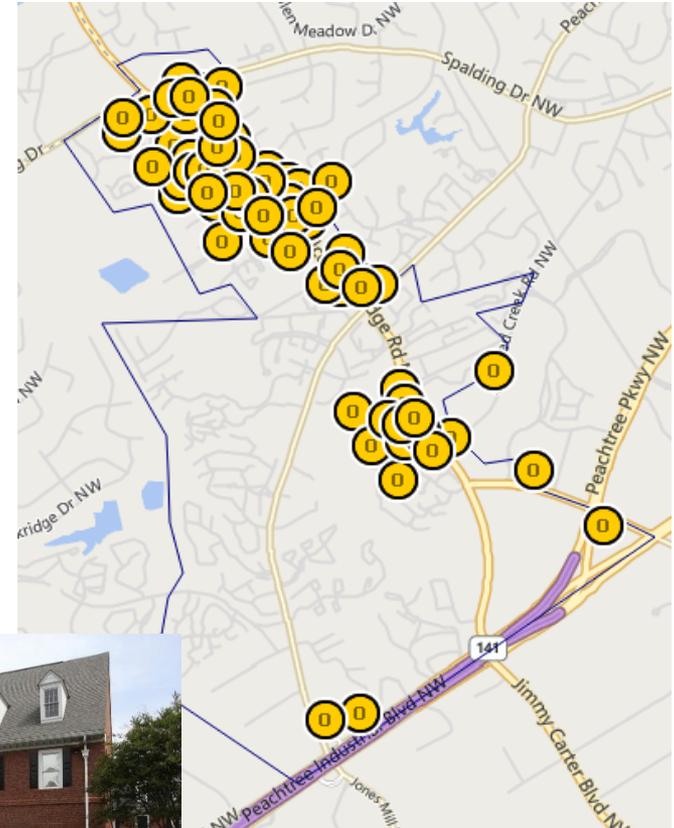
Source: Crimeview Database, Gwinnett County Police Department, 2016/BAG

Overall crime incidents which are tracked by the police are low in Peachtree Corners, averaging just .25 incidents per resident. However, in the sample apartment complexes, the incidence of crime is almost 50% higher at .37 incidents per resident. Three complexes—Highland Corners, Valencia Park and Silver Oaks--account for this higher rate, with crime in the remaining eleven complexes at more modest levels.

# COMMERCIAL REAL ESTATE: OFFICE

- The Study Area has 70 office buildings, most of which are class B & C buildings in small office parks.
  - The average age of Study Area office buildings is 30 years
  - The average building size is 9,745 SF.
  - The average rent in the Study Area is \$11.82/SF, compared to \$15.53 for the Norcross/Peachtree Corners submarket, 24% lower.
  - There is significant vacancy in the older (25 years +) office complexes, averaging 20% with 10 buildings over 40% vacant.
  - There is no class “A” office space in the Study Area. 34% of office space in the Study Area is “B” while 66% is “C”.
- The Study Area’s office presence is dominated by nearby Technology Park, just under one mile east of the Study Area with 3.8 million SF of Class A office space.

**Office Locations in the Study Area**



**Habersham Pointe**



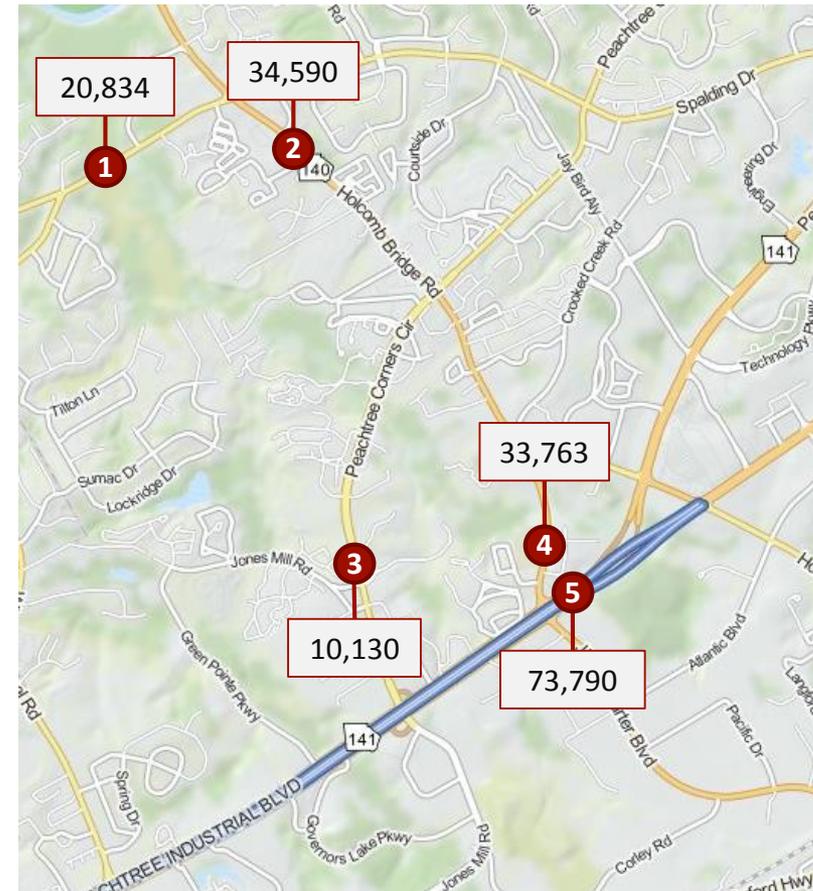
Office Snapshot	Norcross/Peach-		Metro Atlanta
	Peachtree Corners	tree Corners Submarket	
Existing Buildings	70	452	15,171
Existing SF	682,132	10,279,571	299,452,914
Avg. Rent Per SF	\$ 11.82	\$ 15.58	\$ 19.50
Vacancy Rate	28.1%	22.9%	13.6%

Source: CoStar, Inc.

# TRAFFIC VOLUMES IN THE AREA

- Holcomb Bridge Road and Peachtree Industrial Boulevard are both important regional arterial with heavy traffic volumes that could appeal to national retailers.
  - Annual Average Daily Traffic (AADT) counts on:
    - Holcomb Bridge Road: 34,000+ AADT
    - Peachtree Industrial Blvd: 73,000+ AADT
  - East-West connections such as Spalding Drive have robust traffic counts as well (20,000+ AADT).
  - From this analysis we conclude that Holcomb Bridge Road would have the strongest appeal to potential retailers in a mixed use redevelopment at should be the primary focus for new retail in a redevelopment effort.

Annual Average Daily Traffic Counts (AADT), 2014



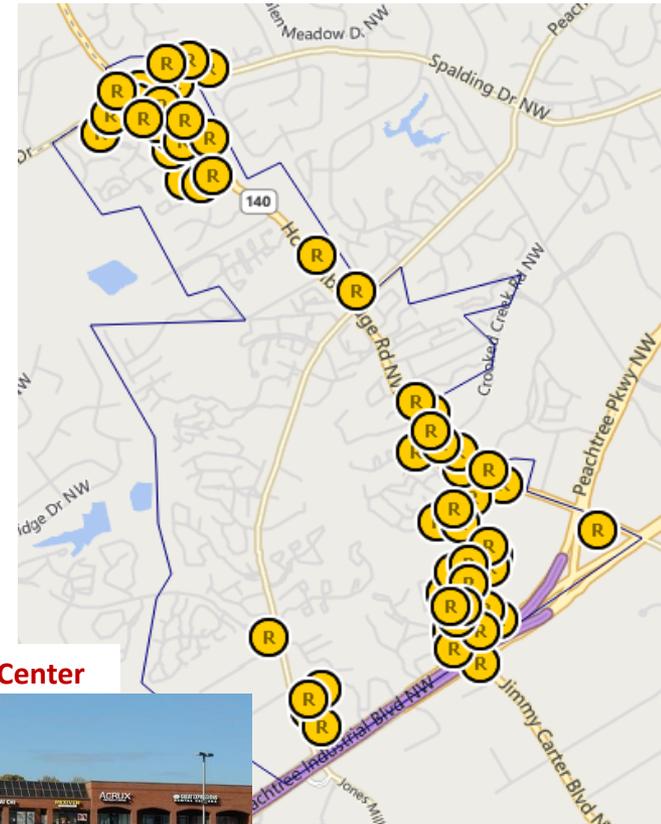
Source: Georgia DOT

# COMMERCIAL REAL ESTATE: RETAIL

- Along the Holcomb Bridge Road corridor there are 60 retail properties, the majority of which are in neighborhood strip-centers.
- Most of the area's retail space, 71%, is found in neighborhood and strip shopping centers.
- The average age of retail properties is 25 years.
- The average rent in the Study Area is \$13.95/SF, compared to \$11.87 in the Norcross/Peachtree retail submarket.
- Vacancy rates are lower in the Holcomb Bridge Corridor, 6.5%, than the submarket overall, 9.4%. However several of the centers are experiencing higher vacancy.

<b>Retail Snapshot</b>	Peachtree Corners	Norcross/Peach- tree Corners Submarket	Metro Atlanta
<b>Existing Buildings</b>	60	400	24,793
<b>Existing SF</b>	845,707	5,039,276	341,359,099
<b>Avg. Rent Per SF</b>	\$ 13.95	\$ 11.38	\$ 12.53
<b>Vacancy Rate</b>	6.5%	7.6%	8.0%

## Retail Locations



## Peachtree Corners Shopping Center

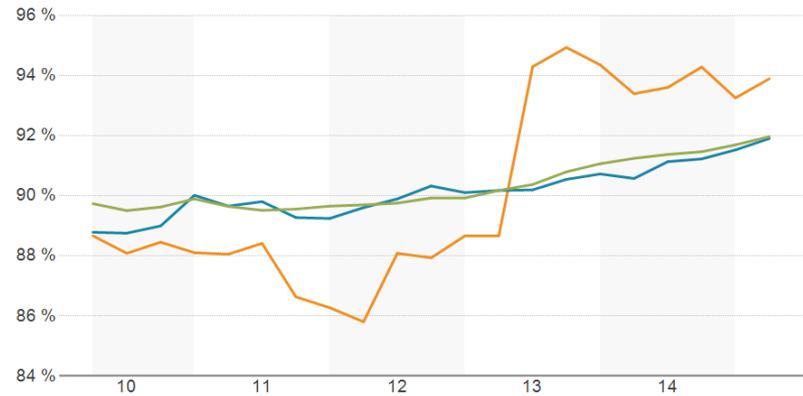


Source: CoStar, Inc.

# COMMERCIAL REAL ESTATE: RETAIL

- The Holcomb Bridge Road retail market bottomed out in 2012 and overall has improved significantly since the first half of 2013. Average rents and occupancies and now outpaces Gwinnett County and the Metro area.
  - Prior to 2013, rents and occupancies in the Study Area lagged those of Gwinnett County and Metro Atlanta.
  - Current Study Area retail average rent rate (\$13.95/SF) is 16% higher than Gwinnett overall and 11% higher than Metro Atlanta.
  - Retail occupancy in the Study Area rose significantly from 86% in 2012 to 94% currently, an 8% improvement in just three years.
  - Tenant mix is “down-market”: few big-name or national-brand retail tenants other than fast food, Family Dollar, Ace Hardware, LA Fitness. Many local “mom & pop” businesses, personal services, and franchise operations.
  - Several of the retail centers are struggling, most notably Spalding Woods, with a current vacancy rate of 47%.

**Retail Occupancy by Year**



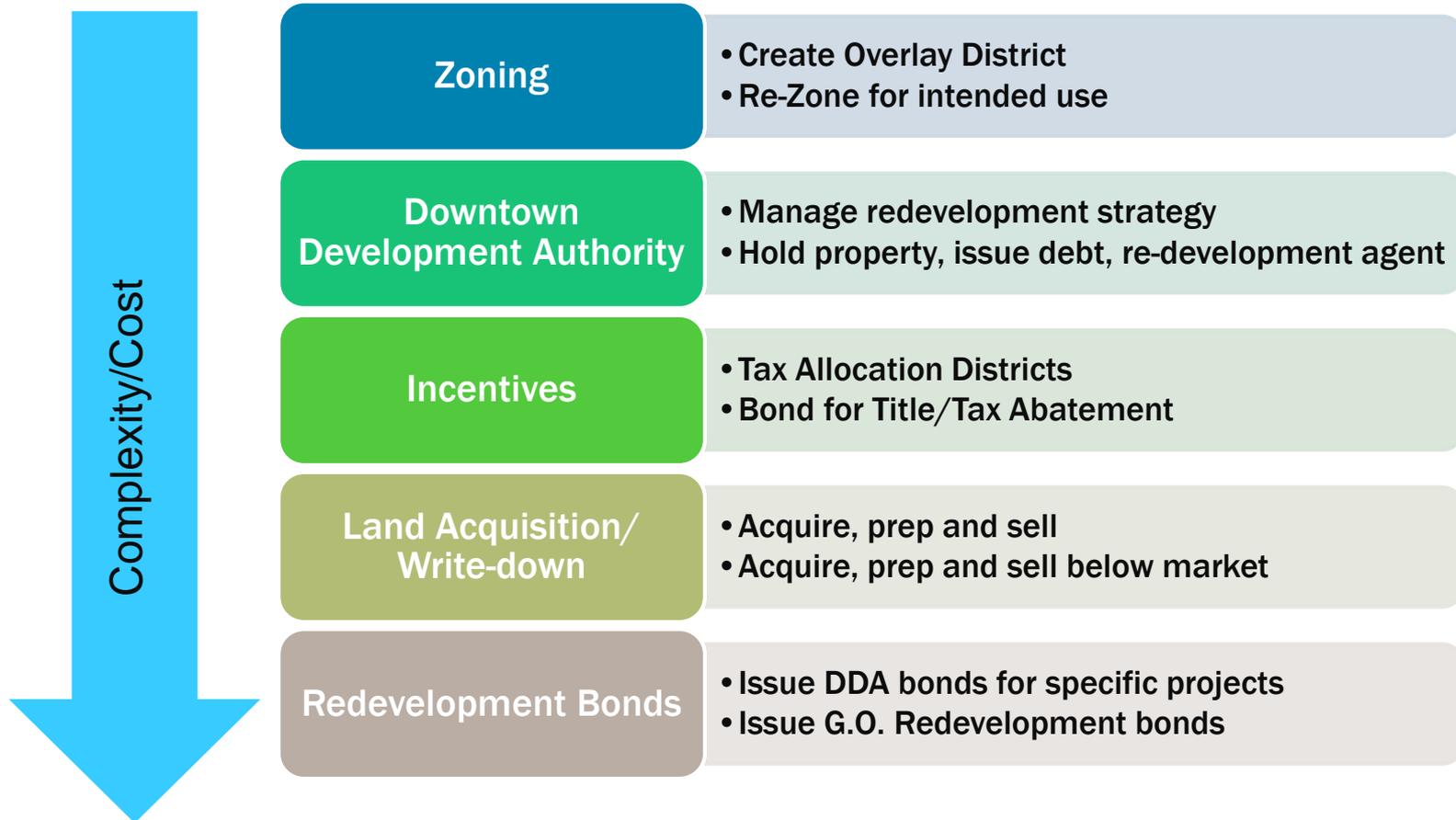
**Avg. Asking Rent per Sq. Foot by Year**



Source: CoStar, Inc.

# Redevelopment Strategies Used in the Atlanta Region

# LOCAL REDEVELOPMENT STRATEGIES--



Georgia cities are using a wide range of redevelopment strategies, both individually and in combination to achieve their objectives. The strategies vary significantly in their complexity to implement at cost/risk to the city.

# STRATEGY 1: ZONING FOR MIXED USE

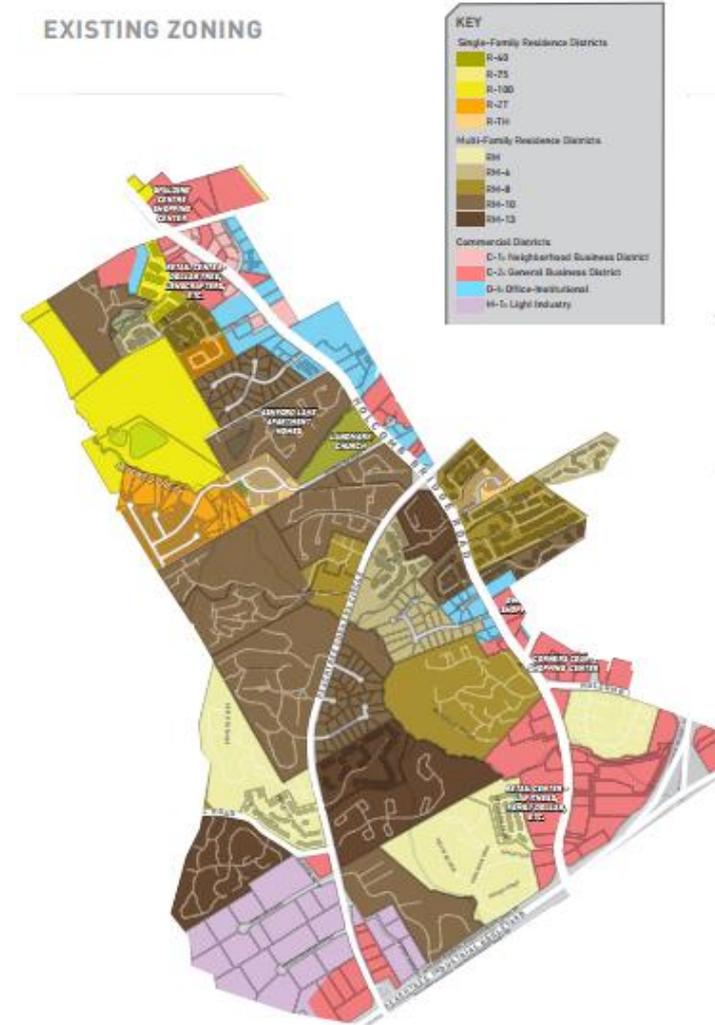
The Holcomb Bridge Corridor is one of Peachtree Corner's largest concentrations of multi-family and commercial zoning. Zoning-based incentives could be a valuable tool for encouraging the redevelopment or aging and underperforming apartments, commercial centers and office parks. Such incentives would help prospective developers offset the often higher-costs of quality mixed-use development by allowing increased density and other concessions.

One zoning-based incentive, that would be relatively simple to implement, is a Mixed-Use Zoning Overlay District, which could be assigned to areas and parcels within the Holcomb Bridge Corridor (or anywhere in the city) that are deemed by the city to be high-priority redevelopment targets.

The Mixed-Use Zoning Overlay District could include the following elements:

- Enhanced and well-delineated standards for architectural design, site planning, open space, accessibility, and public amenities (including sidewalks and multi-use paths);
- Definitions of acceptable and proffered mixed-use: what types and proportions of uses would be permitted Density bonuses for projects which incorporate mixed uses;
- Density bonuses for projects that meet enhanced design;
- Density Bonuses for inter-parcel connectivity and other transportation; enhancements;
- Reduced parking requirements for conforming mixed-use projects.

## EXISTING ZONING



## STRATEGY 2: DOWNTOWN DEVELOPMENT AUTHORITY

The City of Peachtree Corners has created a Downtown Authority to coordinate redevelopment in its downtown.

- Downtown Development Authorities can be an effective organizational framework for redevelopment—they have the authority to acquire and own land, engage in a wide range of redevelopment activities on behalf of the city and are not required to use a competitive bidding process when they sell property.
- They can impose millage in the defined downtown area which can be use to support redevelopment activities.
- They have ability to issue revenue bonds which can support qualified redevelopment activities.
- They have a singular focus—the growth and development of the defined downtown area which can be key in bringing the necessary focus to executing complex real estate strategies.
- They can create public private partnerships to achieve their vision for the downtown area.
- Peachtree Corners DDA is already engaged in active development process through its financing the acquisition of the site for the Town Center and is in partnership with Fuqua Development for the mixed use project.



*“The revitalization and redevelopment of the central business districts of the municipal corporations of this state develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade and commerce within the municipal corporations of this state.” (O.C.G.A Sec. 36-42-2*

# STRATEGY 3: TAX ALLOCATION DISTRICTS

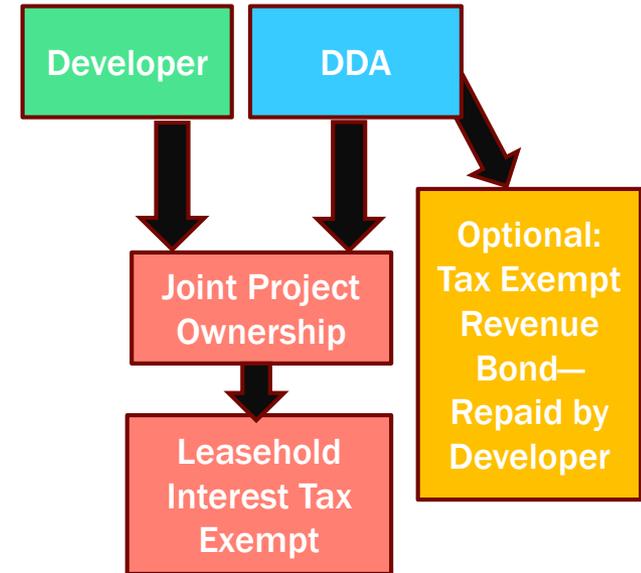
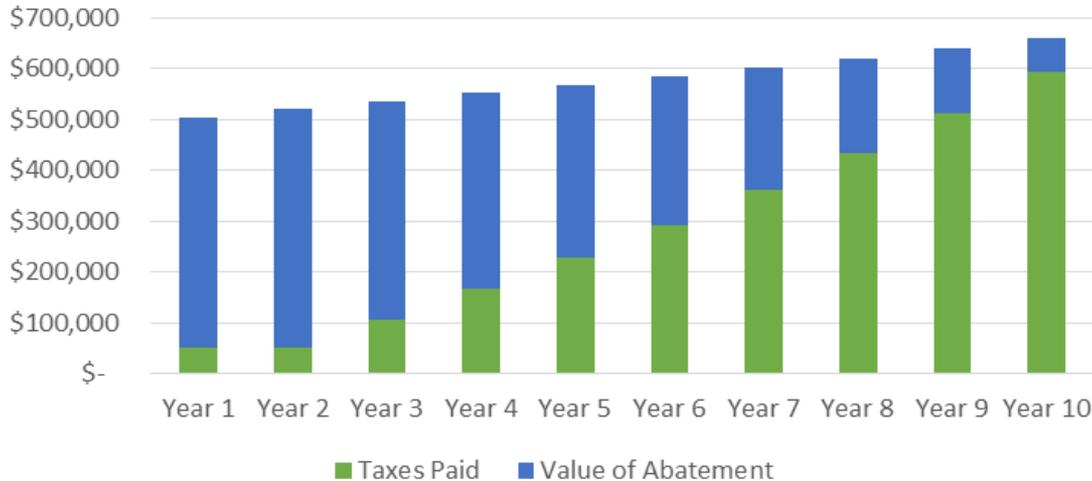
TAD POTENTIAL OF A MIXED USE REDEVELOPMENT			
	Units	Value/Unit/SF	Value
Rental Apartments	250 Units	\$150,000	\$ 37,500,000
Retail Space	20,000 SF	\$165 PSF	\$ 3,300,000
Parking Deck	325 spaces	\$16,000	\$ 5,200,000
Total Market Value			\$ 46,000,000
Assessed Value			\$ 18,400,000
Site Assessed Value			<u>\$2,000,000</u>
Net Incremental Assessed Value			\$ 16,400,000
<b>Tax Allocation District Potential</b>			
Net Incremental Assessed Value			\$ 16,400,000
Property Taxes @ .035119			\$ 575,952
Debt Coverage Ratio at 125%			<u>\$ 460,761</u>
TAD Bond for 25 Years at 5.5%			\$ 6,219,621
Capitalized Interest 24 months			\$ 684,158
Issuance Costs at 3%			\$ 186,589
Debt Reserve			<u>\$ 684,158</u>
<b>Net TAD Proceeds</b>			<b>\$ 4,664,716</b>

Source: BAG

- Georgia's form of tax increment financing is known as Tax Allocation Districts (TAD).
- The Redevelopment Powers Law governs the use of TADs in Georgia.
- Over 70 cities and counties have held local referendums approving the use of TADs.
- The best known TAD is Atlantic Station, but there are many other examples.
- TADs are formed jointly by municipality, county and schools, which pledge their future millage to reinvest in the district.
- Georgia only allows property taxes to be pledged in TADs, no sales taxes.
- As shown in chart, a \$46 million dollar redevelopment with an assessed value of \$16.4 million could generate about \$4-5 million in TAD proceeds to support the development.
- TAD money is typically committed for site prep, infrastructure, parking decks, and "but for" these funds the development would not happen.

# STRATEGY 3: HOW A BOND FOR TITLE/PARTIAL TAX ABATEMENT WORKS

Partial Property Tax Abatement for Spalding Retail Center Redevelopment



A bond for title/partial property tax abatement works like this—

1. The developer agrees to have joint ownership of the asset with the development authority
2. The development authority owns 90% of the property the first two years and reduces its ownership share to 10% by the tenth year, in the eleventh year the developer has 100% of the ownership.
3. The portion of the project owned by the development authority is tax exempt, reducing the property taxes over the ten years by the amount shown in blue, by the eleventh year the developer is paying full taxes.
4. In the Spalding retail center example, the total tax savings over ten years would be \$3.0 million and taxes paid \$2.8 million.

# STRATEGY 4: REDEVELOPMENT BONDS

## Two Basic Approaches to Redevelopment Bonds —

- **Project Specific Bonds** —the City, typically through the powers of its DDA, issues revenue bonds to support the development of a redevelopment project.
  - The bonds are for a specific term (10 to 20 years) and are issued by the DDA and are typically tax exempt.
  - The bonds are repaid by the developer from the proceeds of the project
  - There is typically no guarantee provided by the DDA in the event of a shortfall by the developer.
  - The funding is used to pay for pre-determined components of the proposed development. This approach is widely used in Fulton and DeKalb County.
- **Citywide Revenue Bonds** —under this model, the city issues debt to finance redevelopment activities within its jurisdiction
  - The bonds are a general obligation of the city, have to approved by a vote of its citizens if additional millage is involved and are repaid from general revenues of the city, not specific revenue from the redevelopment project.
  - These funds are used for specified redevelopment purposes, Marietta is the best recent example where these funds were used for acquiring and redeveloping older apartment complexes in the Franklin Road redevelopment area ( see case study.)

# STRATEGY 5: LAND ACQUISITION/LAND WRITE-DOWN

- To revitalize their downtowns and commercial corridors Georgia cities have been aggressively acquiring land, assembling into significant parcels and selling the parcels to developers for redevelopment or building on it themselves.
- In this strategy they may act as a land assembler, acquiring sites, assembling them and then selling them to developers at their cost.
- Alternatively, they can acquire the site, assemble them into larger parcels and then sell or contribute them to redevelopment projects a reduced or in some cases at no or low cost to the redeveloper partner.
- The City of Holly Springs, in Cherokee county has acquired 22 acres of land in its downtown area. The land was acquired the development authority and funded by the city from general revenues.
- They have entered into a development agreement with Macauley + Schmit to create a new downtown for Holly Springs. The city is considering providing the assembled land is be acquired at reduced price by the City along with proceeds of a Tax Allocation District whose funding is providing the public infrastructure from the development.

Downtown Holly Springs Master Plan



# CASE STUDY: DULUTH LAND ASSEMBLY FOR RESIDENTIAL

- In 2005-2006 the City of Duluth through its DDA, assembled approximately 22.3 acres of land north of its new downtown for future residential development.
- In 2014 the city entered into an agreement with Wieland Communities and Morris & Fellows to develop the site as a townhome community. In early 2015 Wieland Communities withdrew from the project.
- The City immediately put the property out to re-bid for residential development. From three bids received, they selected Pulte Homes to construct 76 townhomes and small lot single family homes on the property.
- Under a letter of intent with Pulte the City will receive \$4 million for the land from Pulte (in excess of its assembly cost). The City will use \$1.9 million in TAD funds generated from the development to create a water detention facility on a portion of the property which will serve the development and other developments in downtown. Pulte is due to close on the land by the end of 2016 and begin construction early in 2017.
- The City rezoned the property before the second developer RFP process was completed and sold the land to Pulte for a profit.



**Figure 2:** Conceptual Land Use Plan at Build Out as presented in the [Implementation Plan for the Revitalization of Downtown Duluth](#)

**Legend**

Commercial	Townhouse
Clinic	Single family lot

**Illustrative Master Plan Downtown Duluth**  
for City of Duluth  
by TSW

Scale: 0 30' 60' 90' 120' 150' 180' 210' 240' 300'



**Figure 1:** Approximate Boundaries of Assembled Development Site

# CASE STUDY: REDEVELOPMENT BONDS: MARIETTA

- **The Issue:** the Franklin Rd. area of Marietta contained a concentration of 3,100 garden apartment units that were 30+ years old, in generally poor condition and exhibited high vacancy rates. The corridor had a long-standing problem with crime, high incidences of police and fire calls and impacts on the City's School System resulting from a highly transient student population.
- Surrounding industrial, office and commercial properties were also experiencing above average vacancy rates and lower rents than other nearby areas. The City's objective was to substantially reduce the amount of rental housing on the corridor and to redevelop the sites for economic development purposes.
- **Strategy:** In November of 2013 Marietta passed a \$68 million **Redevelopment Bond** for Whitlock Avenue streetscape improvements (\$4 million) and Franklin Gateway (Franklin Road) Redevelopment (\$64 million). The \$64 M Franklin Road allocation was specifically for the acquisition and demolition of improved property for redevelopment. and for ROW acquisition and for road improvements.
- Marietta entered into an intergovernmental agreement with Marietta Housing Authority to manage the property acquisitions from the point the City assumes ownership to the point where all tenants are relocated and demolition work begins. The Housing Authority managed interim tenant rentals, provided relocation assistance and handled the execution of environmental remediation (asbestos removal) and demolition contracts. The City earned a total of \$240,000 in rental income during the interim holding period.
- The City is negotiating the acquisition of another 18.6 acre apartment site but has been unable to agree on terms.



Franklin Road  
Redevelopment Area

# CASE STUDY: MARIETTA REDEVELOPMENT BONDS

**Outcomes:** Acquisitions succeeded in stabilizing market conditions in the remaining apartment complexes in the area.

- The City reported a 30% decrease in crime, declining vacancy rates, property investments and an average \$300/month increase in rents charged by remaining complexes. Per unit values have significantly increased and a complex (not involving the City) recently sold for more than \$70,000/unit. City schools reported a reduction in the rate of student transfers into and out of Franklin Road addresses.
- In 2014, private business owners in the area voted to create a new Community Improvement District (CID) for the Franklin Gateway Area.
- Parkway Center, a midrise office building located adjacent to apartments acquired by the City, experienced an increase from 70% to 97% occupancy following demolition.
- The City entered into an agreement with Atlanta United MLS soccer team to lease 31 acres of the acquired properties for the team's corporate headquarters and practice facility. The team will pay a \$320,000 per year ground lease beginning after 5 years and make a PILOT on the value of its improvements – which are expected to be in the range of \$55 to \$60 million.
- The City has agreed to spend \$7.7 million to develop additional City owned practice fields on adjacent land, to be known as the Franklin Gateway Sports Complex.
- The Home Depot recently purchased a 300,000 SF building in the corridor to house its IT operations, which will employ 1,000 workers. Red Hare Brewery is located in the same area and expanded.
- The City is in process of marketing its remaining assembled parcels for employment generating uses and hopes to obtain \$350,000 to \$400,000 per acre.

Atlanta United  
MLS Training Facility



# Peachtree Corners Case Studies for Redevelopment

# PROACTIVE STRATEGIES FOR REDEVELOPMENT

- As the previous slides have demonstrated, Peachtree Corners has a number of commercial properties generally located along the Holcomb Bridge Corridor which would appear to be candidates for redevelopment and revitalization due to their age, the performance and condition and an higher incidence of crime relative to other areas of the City.
- To illustrate how a range of possible range of city redevelopment strategies could work, we have selected four existing properties in the Holcomb Bridge Corridor to analyze. These commercial developments were selected as representative of the range of properties in the city that would be suitable for redevelopment and are used here solely for illustrative purposes to ground the analysis in current conditions as they exist in the City. The properties analyzed are:
  - Highland Corners Apartments
  - Spalding Woods Retail Center
  - Spalding Woods Office Park
  - Silver Oaks Apartments

# HIGHLAND CORNERS APARTMENT COMPLEX

Name	Highland Corners
Address	301 Noble Forrest Dr
Land Use	Apartment
2015 Appraised	\$15,216,000
2015 Assessed	\$6,086,400
Acres	25
2015 Assd/Acre	\$246,613
Units/SF	252
ApprUnit	\$60,381
Assd/Unit	\$24,152
Last Sale Date	9/11/2015
Last Sale \$	\$16,250,000
Last Sale/Unit	\$64,484



- Highland Corners Apartments is located on Noble Forrest Drive, near intersection of Holcomb Bridge and Peachtree Corners Circle
- It consists of 252 units on 25 acres or 10 units per acre
- It sold in 2015 for \$64,500 per unit
- For tax purposes its appraised (market) value of \$60,381 per unit.

# REDEVELOPMENT OPTIONS FOR HIGHLAND CORNERS

## POTENTIAL REDEVELOPMENT STRATEGIES FOR HIGHLAND CORNERS APARTMENTS

VALUE OF REDEVELOPMENT SITE	Acres	Value			
Property Value (based on recent sale)	25	\$ 16,250,000			
Value per Acre		\$ 650,000			
Value per Unit--252		\$ 64,484			
Demolition cost: 252,000 SF @ \$6/PSF		\$ 1,512,000			
Cost to Acquire		\$ 17,762,000			
Cost to Acquire per Acre		\$ 710,480			
REDEVELOPMENT OPTIONS					
	Acres	Units/SF	Price per Unit/SF	Supportable Land Cost	
<b>1. New Rental Apartments @ 35 Units/Acre</b>					
Total Units		35			
Unit land price per acre		875			\$16,000
<b>Supportable Land Price</b>					<b>\$14,000,000</b>
<b>Redevelopment Financially Feasible?</b>					<b>No</b>
<b>2. Mixed Use Redevelopment</b>					
Rental Units at 35/acre up to 150% of existing	11	378	\$ 18,000	\$	6,804,000
Townhomes at 8/acre	6	48	\$ 80,000	\$	3,840,000
Retail at 10,000 SF/acre	3	50,000	\$ 22	\$	1,100,000
Circulation/parking 20%	<u>5</u>				
	25				
<b>Supportable Land Price</b>				\$	<b>11,744,000</b>
<b>Redevelopment Financially Feasible?</b>					<b>No</b>
<b>3. Mixed Use with Abatement</b>					
Rental Units at 35/acre up to 150% of existing	11	378	\$ 18,000	\$	6,804,000
Townhomes at 8/acre	6	48	\$ 80,000	\$	3,840,000
Retail at 10,000 SF/Acre	3	50,000	\$ 22	\$	1,100,000
Circulation/parking 20%	<u>5</u>				
	25			\$	11,744,000
10-Year Partial Tax Abatement				\$	6,181,006
<b>Supportable Land Price</b>				\$	<b>17,925,006</b>
<b>Redevelopment Financially Feasible?</b>					<b>Yes</b>

Source: BAG

Three redevelopment options were evaluated for Highland Corners:

**1.) Redevelop as higher density rental apartments** —At a density of 35 units per acre, the highest achievable with surface parking, it could not support acquiring the site at its current value.

**2.) Mixed use Residential Development** —with units a 35 per acre, 50,000 SF of retail space and 48 townhomes, the project would not be feasible, given current land values.

**3.) Mixed Use Residential with Partial Tax Abatement** —using the same mixed use plan as Option 2, but including a partial property tax abatement for ten years, makes redevelopment financially feasible.

# CHARACTERISTICS OF SPALDING WOODS SHOPPING CENTER

Name	Spalding Woods Shopping Center
Address	4005 Holcomb Bridge Rd
Land Use	Retail (Strip)
2015 Appraised	\$4,750,000
2015 Assessed	\$1,900,000
Acres	8
2015 Assd/Acre	\$243,902
Units/SF	83,292.0
ApprUnit	\$57
Assd/Unit	\$23
Last Sale Date	1/18/2008
Last Sale \$	\$7,600,000
Last Sale/Unit	\$91



- Spalding Woods Shopping Center was constructed in 1987 and is located on an 8 acre site.
- It contains 83,300 SF of retail space, it is currently only 53% occupied.
- The center is appraised at \$4.8 million or \$57 PSF of space.
- It sold for \$7.6 million in 2008 or \$91 PSF

# REDEVELOPMENT OPTIONS FOR SPALDING WOODS SHOPPING CENTER

POTENTIAL REDEVELOPMENT STRATEGIES FOR SPALDING WOODS RETAIL CENTER				
VALUE OF REDEVELOPMENT SITE				
	Acres			Value
Property Value (recent sale)	8			\$ 7,600,000
Value per Acre				\$ 950,000
Value per SF--83,292				\$ 91.25
Demolition cost: 83,300 SF @ \$6/PSF				\$ 499,800
Cost to Acquire				\$ 8,099,800
Cost to Acquire per Acre				\$ 1,012,475
REDEVELOPMENT OPTIONS				
	Acres	Units/SF	Price per Unit/SF	Supportable Land Cost
1.) New Rental Apartments @ 40 Units/Acre				
Units per acre		40		
Total Units	8	320	\$16,000	\$5,120,000
<b>Supportable Land Price</b>				<b>\$5,120,000</b>
<b>Redevelopment Financially Feasible?</b>				<b>No</b>
2. Mixed Use Redevelopment				
Rental Units at 45/acre	6	270	\$ 18,000	\$ 4,860,000
Retail at 40,000 SF/acre	0.4	40,000	\$ 22	\$ 880,000
Circulation/parking 20%	<u>1.6</u>			
	8			
<b>Supportable Land Price</b>				<b>\$ 5,740,000</b>
<b>Redevelopment Financially Feasible?</b>				<b>No</b>
3. Mixed Use with Abatement				
Rental Units at 45/acre	6	270	\$ 18,000	\$ 4,860,000
Retail at 40,000 SF/10,000 per acre	0.4	40,000	\$ 22	\$ 880,000
Circulation/parking at 20%	<u>1.6</u>			
	8			
10-Year Partial Tax Abatement				\$ 2,809,548
<b>Supportable Land Price</b>				<b>\$ 8,549,548</b>
<b>Redevelopment Financially Feasible?</b>				<b>Yes</b>

Source: BAG

Three redevelopment options were evaluated for Spalding Woods Shopping Center:

**1.) Conversion to rental apartments** –redeveloped at 40 units to the acre, three story rental apartment complex, not feasible give land cost.

**2.) Redevelopment as mixed use residential project** --with ground floor and free standing retail would not achieve the densities needed to be financially feasible.

**3.) Redevelopment as a mixed use residential project with partial tax abatement** –under this approach the mid-density mixed use concept would work with a partial ten year tax abatement and be financially feasible.

# CHARACTERISTICS OF SPALDING WOODS OFFICE COMPLEX

Name	Spalding Woods Office
Address	3850 Holcomb Bridge Rd
Land Use	Office
2015 Appraised	\$6,379,000
2015 Assessed	\$2,551,600
Acres	11
2015 Assd/Acre	\$234,738
Units/SF	143,474.0
ApprUnit	\$44
Assd/Unit	\$18
Last Sale Date	
Last Sale \$	
Last Sale/Unit	



- Spalding Woods office complex was constructed in 1986
- It contains 143,500 SF of office space
- It is appraised at \$6.4 million or \$44 PSF
- It currently has an occupancy rate of 50%

# REDEVELOPMENT OPTIONS FOR SPALDING OFFICE PARK

POTENTIAL REDEVELOPMENT STRATEGIES FOR SPALDING OFFICE PARK					
VALUE OF REDEVELOPMENT SITE	Acres		Value		
Property Value (recent sale)	11		\$ 6,400,000		
Value per Acre			\$ 530,000		
Value per SF--143,474			\$ 44.61		
Demolition cost: 143,474 SF @ \$6/PSF			\$ 861,000		
Cost to Acquire			\$ 7,261,000		
Cost to Acquire per Acre			\$ 660,091		
REDEVELOPMENT OPTIONS					
	Acres	Units/SF	Price per Unit/SF		Supportable Land Cost
<b>1. New Rental Apartments @ 45 Units/Acre</b>					
Units per acre		42			
Total Units		462			
Land Price Per Unit			\$ 16,000	\$	7,392,000
<b>Supportable Land Price</b>					<b>\$ 7,392,000</b>
<b>Redevelopment Financially Feasible?</b>					<b>No</b>
<b>2. Mixed Use Redevelopment</b>					
Rental Units at 45/acre (net 36 per acre)	8	360	\$ 18,000	\$	6,480,000
Retail at 10,000 SF/acre	1	40,000	\$ 22	\$	864,000
Deck with 450 spaces	1				
Circulation, buffering and parking	<u>1</u>				
	11				
<b>Supportable Land Price</b>					<b>\$ 7,344,000</b>
<b>Redevelopment Financially Feasible?</b>					<b>Yes</b>
<b>3. Mixed Use with Abatement</b>					
Rental Units at 30 per acre	8	240	\$ 18,000	\$	4,320,000
Retail 40,000 SF at 10,000 per acre	1	10,000	\$ 22	\$	880,000
Deck with 420 spaces	1				
Circulation, buffering and parking	<u>1</u>				
Total	11				
10-Year Tax Abatement					\$ 2,497,376
<b>Supportable Land Price</b>					<b>\$ 7,697,376</b>
<b>Redevelopment Financially Feasible?</b>					<b>Yes</b>

Source: BAG

Three redevelopment options were considered for Spalding Office Park:

**1.) Rental apartment community – Redevelopment** – redevelopment as rental apartments at 42 units per acre would be financially feasible.

**2.) Mixed use Residential –** assuming 45 units to acre and 40,000 SF of retail, would be financially feasible.

**3.) Mixed use Residential with Partial Tax Abatement –** redevelopment at 30 units per acre with 40,000 SF of retail and a partial tax abatement would be financially feasible.

These options are all feasible due to the lower existing property value of the office park relative to the other sites analyzed.

# SILVER OAKS APARTMENT COMPLEX

Name	Silver Oaks
Address	3640 Peachtree Corners Cir
Land Use	Apartment
2015 Appraised	\$6,359,000
2015 Assessed	\$2,543,600
Acres	13
2015 Assd/Acre	\$202,839
Units/SF	108
ApprUnit	\$58,880
Assd/Unit	\$23,552
Last Sale Date	9/11/2015
Last Sale \$	\$6,700,000
Last Sale/Unit	\$62,037



- Sliver Oaks Apartments consists of 108 units on 13 acres or 8.3 units per acre
- They were constructed in 1975
- It sold in 2015 for \$62,037 per unit
- Current appraised (market value) for tax purposes is \$58,900 per unit.

# REDEVELOPMENT OPTIONS FOR SILVER OAKS

POTENTIAL REDEVELOPMENT STRATEGIES FOR SILVER OAKS APARTMENTS						
VALUE OF REDEVELOPMENT SITE		Acres	Value			
Property Value (based on recent sale)		13	\$ 6,700,000			
Value per Acre			\$ 515,385			
Value per Unit--108			\$ 62,037.04			
Demolition cost: 108,000 SF @ \$6/PSF			\$ 648,000			
Cost to Acquire			\$ 7,348,000			
Cost to Acquire per Acre			\$ 565,231			
REDEVELOPMENT OPTIONS						
		Acres	Units/SF	Price per Unit/SF	Supportable Land Cost	
<b>1. New Townhomes @ 9/Acre</b>						
Total Units			117	\$63,750		
Total Land Price					\$7,458,750	
<b>Supportable Land Price</b>					<b>\$7,458,750</b>	
<b>Redevelopment Financially Feasible?</b>					<b>No</b>	
<b>2. Mixed Use Redevelopment</b>						
Rental Units at 42/acre		7	294	\$ 18,000	\$ 5,292,000	
Townhomes at 8/acre		4	32	\$ 63,750	\$ 2,040,000	
Circulation/parking 20%		<u>2</u>				
		13				
<b>Supportable Land Price</b>					<b>\$ 7,332,000</b>	
<b>Redevelopment Financially Feasible?</b>					<b>Yes</b>	
<b>3. Mixed Use with Abatement</b>						
Rental Units at 30/acre		7	210	\$ 18,000	\$ 3,780,000	
Townhomes at 8/acre		4	32	\$ 63,750	\$ 2,040,000	
Circulation/parking 20%		<u>2</u>				
		13			\$ 5,820,000	
10-Year Partial Tax Abatement/Apartments only					\$ 2,549,405	
<b>Supportable Land Price</b>					<b>\$ 8,369,405</b>	
<b>Redevelopment Financially Feasible?</b>					<b>Yes</b>	

Source: BAG

Three redevelopment options were evaluated for Silver Oaks Apartments:

- 1.) Conversion to townhomes** -- At 9 units to the acre. this redevelopment would be feasible.
- 2.) Residential Mixed Use** – this would include apartments at 42 units to the acre and townhomes and is feasible.
- 3.) Residential Mixed Use with Partial Tax Abatement** –this would involve rental units at 30 units to the acre and townhomes with a partial tax abatement for the rental units.

# Recommendations

# RECOMMENDATIONS FOR A REDEVELOPMENT STRATEGY

- The issue of aging commercial properties in need of redevelopment is a common one facing many communities in the Atlanta Region.
- Peachtree Corners faces particular challenges in the redevelopment process resulting from two key challenges:
  - The City has limited financial resources due to its lack of local millage.
  - The value of many of its potential redevelopment sites are high relative to costs in other areas of metro Atlanta, due to the appeal of Peachtree Corners, low vacancies and relatively high rents, making redevelopment of these sites expensive.
- The City has already put in place some of the essential building blocks for successful redevelopment—
  - The creation of the Peachtree Corners Downtown Development Authority
  - Its land assembly, and public private partnership efforts associated with the Town Center project
- The City should add additional strategies to its “toolbox” to give it a more options to support redevelopment along the Holcomb Bridge Corridor in particular, they include:
  - **Recognize it is in the City’s long term interest to gradually refresh its inventory of outmoded rental apartments and commercial properties over time**, particularly in the Holcomb Bridge Corridor.
  - **As is being demonstrated around the region, successful mixed use development require higher value, stacked rental and owned units as part of the mix to succeed.**

# RECOMMENDATIONS FOR A REDEVELOPMENT STRATEGY

- **Empower the DDA, supported by the Community Development Department**, as responsible for implementing your redevelopment strategy. The city should reach out the owners of the properties identified in the study with the strongest potential for redevelopment at begin its efforts with these properties.
- **Use the Public Private Partnership model for redevelopment**—the city’s role should be to provide the framework for redevelopment, appropriate incentives and zoning policies to encourage existing owners or interested future developers to finance and redevelop the sites.
- **High Land prices in Peachtree Corners make redevelopment challenging** but ironically will help ensure long term success since higher values are a key indicator of a stronger market.
- **Consider creating a zoning overlay district for mixed use** which would be available to existing commercial developments willing to redevelop as mixed use areas, consistent with city standards.
- **Concentrate any significant retail elements in a mixed use redevelopment along Holcomb Bridge Road**, where it has the greatest chance of success.
- **Consider offering a ten year partial property tax abatement through the DDA to qualified redevelopment projects that meet the city’s standards** and as a way to economically offset the additional densities required to achieve financial feasibility.
- TAD could be a useful complementary incentive as it has been in many other cities, but, given the unique circumstances in Peachtree Corners, we do not believe the other taxing jurisdictions would be willing to partner with the City and therefore, are not recommending it as a incentive.

# RECOMMENDATIONS FOR A REDEVELOPMENT STRATEGY

- At the end of a successful redevelopment process Peachtree Corners will have achieved several positive outcomes for the City—
  - You will have transitioned some of the oldest and poorest performing real estate assets into new, significant contributors to the local tax digest.
  - You will have varied the rental apartment inventory and office and retail inventory providing places for upward mobility for the rental population and providing greater housing choices for the current and future citizens of Peachtree Corners without impacting the established single family neighborhoods of the City.
  - You will provide new housing options for Peachtree Corners residents to age in place and increase options for new Millennial households seeking access to the employment base of the city.
  - You will have accelerated the pace of redevelopment in the City along the Holcomb Bridge Corridor while implementing a set of redevelopment strategies that minimize the financial commitment and risk to the City.

## ■ TERMS AND CONDITIONS of this Report

**Accuracy of Report:** Every reasonable effort has been made to insure that the data developed in this assignment will reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment was based on estimates, assumptions and other information developed by Bleakly Advisory Group (“BAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study.

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**Action Item**

**Lord, Aeck,  
Sargent**



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: July 19, 2016

SUBJECT: Multi-Use Trail Phase 1(a) Construction Documents

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At the June workshop, there was discussion about the preparation of the construction documents for the first part of the Multi-Use Trail (from Peachtree Parkway to Technology Park Lake). Lord, Aeck, Sargent, the company that prepared the Multi-Use Trail plan and has done the preliminary design work for phase 1, submitted a proposal for the remainder of the design work (including construction documents and construction oversight) for \$86,000. The LAS proposal is attached.

## Recommendation

Award the Multi-Use Trail Phase 1(a) contract to Lord, Aeck, Sargent in an amount not to exceed \$86,000.

## PEACHTREE CORNERS SEGMENT A TRAIL (Partial)

Project Extents: Peachtree Parkway to Technology Park Lake (including trail heads)

### PROPOSED SCOPE OF SERVICES

The scope of services outlined below is to advance the work on the Phase 1 Trail that LAS / ALTA team previously designed through Schematic Design (SD). The first two tasks have already been completed as follows:

#### **Task 1: Analysis & Preliminary Design**

#### **Task 2: Conceptual Plan Development – Entire Phase 1 Trail (+/-8,400 linear feet)**

This proposal includes services to take the project from its current Schematic Design (SD) level through Design Development (DD), Construction Documents (CD) and Bidding and Construction Observation. The portion to be included under this scope runs from Peachtree Parkway to Technology Park Lake (+/-4,200 linear feet). This scope includes Landscape Architecture and Civil Engineering (LAS-ALTA team). Additional anticipated subconsultant requirements are listed below under “Scope Exclusions.”

#### **Task 3: Design Development (Peachtree Parkway to Technology Park Lake):**

**Duration: +/-2 months, July – August 2016**

- Develop Conceptual Phase 1 Trail Plan into final design (Design Development – DD package)
  - Preliminary engineering, centerline, road crossings, right-of-way easements/acquisition plan, trailhead locations and design, ancillary trail connections, trail segment sections
- Coordination with survey of trail centerline (survey by others)
- Coordination with Structural Engineer relative to bridge and boardwalk designs (under separate contract)
- Client Work Session with City Staff review of final DD design package (can be remote/electronic if desired)
- Participation in one-on-one property owner discussions as needed (led by City Staff – up to 4 meetings)

#### **Task 4: Construction Documentation (Peachtree Parkway to Technology Park Lake):**

**Duration: +/-3 months, September – November 2016**

- Complete full construction documentation suitable for permitting, bidding and construction
  - Site geometry, grading and drainage, land disturbance, sediment and erosion control, retaining walls, street crossings, culverts and/or pedestrian bridges, guard rails/fences, signage and landscaping
- Client Work Session with City Staff review of final CD design package (can be remote/electronic if desired)
- Work sessions with Planning Commission, City Council (as needed – up to 2 total meetings)
- Incorporation of comments by City Staff based on City review

**Optional Task 5: Bidding & Construction Observation (Peachtree Parkway to Technology Park Lake):**

**Duration: TBD based on funding horizon**

- Assist City in the procurement of qualified bids including answering questions and making clarifications, attend pre-bid conference
- Attend pre-construction conference
- Monthly on-site construction review meetings to review the work, answer questions, make clarifications, review submittals, provide field reports, review Payment Requests (budget limit of 8 meetings)
- Site visit for punch list for Substantial Completion
- Site visit for Final Acceptance

**CONSULTING / ENGINEERING FEE**

The task fees outlined below can be contracted individually in phases as needed at City's discretion. These fees include all planning, design and civil engineering fees provided directly by the LAS / ALTA team.

**Fees:**

<b>Task 3: Design Development:</b>	<b>\$38,000</b>
<b>Task 4: Construction Documentation:</b>	<b>\$32,000</b>
<b>Task 5: Bidding &amp; Construction Observation:</b>	<b>\$16,000</b>
<b>TOTAL CONSULTING / ENGINEERING FEE:</b>	<b>\$86,000</b>

The above fee does not include normal and customary reimbursable expenses such as travel and printing. Reimbursable expenses will be billed at 1.1 times direct and cost and are expected to be no more than **\$5,000** for tasks 3, 4 and 5.

**SCOPE EXCLUSIONS**

Other than coordination, the items listed below are not included in our basic scope of services but will likely be required in some form. They can be contracted separately by the City or can be included as subconsultants underneath LAS depending on the City's desire.

1. Structural engineering for bridge/boardwalk design (*estimated to be \$10-15,000*)
2. Geotechnical exploration/engineering at two bridge sites (*estimated to be \$5-10,000*)
3. Detailed ground-run boundary/topo/natural features survey (*estimated to be \$6-8,000*)
4. Electrical engineering in the event that project lighting is added (undetermined at this time – depends on if lighting is to be added to scope)

**TOTAL ALLIED SERVICES LIKELY REQUIRED (Estimated): \$21,000 - \$33,000**

The items listed below are not included in our basic scope of services and are not expected to be relevant. If needed, however, the items below can be addressed as additional services on a case by case basis.

5. Design of restroom buildings, parking lots and maintenance facilities.
6. Wayfinding signage design (although locations will be identified)
7. Additional property owner negotiations not outlined above
8. Detailed Design of ancillary connecting trails
9. Park design for adjacent open spaces
10. Detailed irrigation design and construction
11. Detailed lighting photometric studies
12. Attendance in stakeholder, organizational, non-profit, and/or fundraising meetings above and beyond what is outlined above
13. Additional construction site visits beyond what is budgeted in Task 5 above
14. Detailed geotechnical engineering, soil borings, etc.
15. Vehicular or pedestrian traffic counts

**R2016-07-64**

**Diana Wheeler**

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO FILL  
A VACANCY ON THE ZONING BOARD OF APPEALS.**

**WHEREAS**, the Zoning Board of Appeals was constituted in September, 2012 with five members having staggered terms; and

**WHEREAS**, there is a need to fill the unexpired term of Eric Christ who vacated his seat to pursue a City Council position; and

**WHEREAS**, a ZBA search committee reviewed twenty-two applications, interviewed four candidates and has made a recommendation to fill the vacant seat;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council that the Zoning Board of Appeals vacancy created by the unexpired term of Eric Christ shall be filled as follow:

\_\_\_\_\_ term expires 1/15/17

**SO RESOLVED AND EFFECTIVE**, this the 19<sup>th</sup> day of July, 2016.

Approved:

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

Attest:

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

**02016-07-75**

**Diana Wheeler**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2016-002 LA COSECHA CHURCH REQUEST FOR A SPECIAL USE PERMIT TO ALLOW CURCH USES IN AN OFFICE BUILDING ZONED M-1 AND LOCATED ON 2.03 ACRES AT 6947 PEACHTREE INDUSTRIAL BOULEVARD IN LAND LOT 277, 6<sup>TH</sup> DISTRICT, PEACHTREE CORNERS, GEORGIA**

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

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on July 19, 2016 and August 16, 2016;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on August 16, 2016 hereby ordain and approve the Zoning Case SUP2016-002, La Cosecha Church, for the above referenced property with the following enumerated conditions:

1. The special use permit for the Ministerio I. La Cosecha 3 Church shall be limited to the existing building at 6947 Peachtree Industrial Boulevard;
2. The number of fixed seats in the church shall be limited to 300 in order to meet the minimum parking requirements, provided there are 60 parking spaces available on the site;
3. General maintenance and repair of all building elevations and landscaping shall be completed prior to occupancy in order to meet property maintenance requirements. Alterations shall be subject to the review and approval of the Community Development Director;
4. Required inspections and permits shall be obtained before occupancy;
5. The community food pantry is operated as an accessory use to the church and conducted during church service hours. It shall not become a separate entity or the primary use on the site;
6. Any associated day care centers, private schools, recreational facilities, or parking lot expansions are not permitted under this Special Use Permit; (This restriction does not apply to individual programs such as after-school care or Mothers Morning Out.)
7. If the City determines that church activities sufficiently impact existing traffic, the City shall notify the church and the church shall provide an off-duty police officer during those times when church related traffic needs to be managed.

Effective this 16th day of August, 2016.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Attest:

\_\_\_\_\_  
Kymerly Chereck, City Clerk

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

**02016-07-76**

**Diana Wheeler**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2016-003, CITY GATE CHURCH, REQUEST FOR A SPECIAL USE PERMIT TO ALLOW CURCH USES IN AN OFFICE BUILDING ZONED M-1 AND LOCATED ON 3.05 ACRES AT 3100 MEDLOCK BRIDGE ROAD, SUITE 270 IN LAND LOT 271, 6<sup>TH</sup> DISTRICT, PEACHTREE CORNERS, GEORGIA.**

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

**WHEREAS:** Public Hearings were held by the Mayor and City Council of Peachtree Corners on July 19, 2016 and August 16, 2016;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on August 16, 2016 hereby ordain and approve the Zoning Case SUP2016-003, CityGate Church, for the above referenced property with the following enumerated conditions:

1. The special use permit for CityGate Atlanta Church shall be limited to the 15,409-square-feet in Building 200, as shown on the submitted survey and floor plan;
2. The number of fixed seats in the church shall be limited to 175;
3. Required inspections and interior finish permits shall be obtained before occupancy;
4. Any associated day care centers, private schools, or recreational facilities are not permitted under this Special Use Permit. (This restriction does not apply to individual programs such as after-school care or Mothers Morning Out.)
5. If the City determines that church activities sufficiently impact existing traffic, the City shall notify the church and the church shall provide an off-duty police officer during those times when church related traffic needs to be managed.

Effective this 16th day of August, 2016.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Attest:

\_\_\_\_\_  
Kymberly Chereck, City Clerk

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

**02016-07-77**

**Diana Wheeler**

**AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS SIGN ORDINANCE BY MODIFYING SIGN REGULATIONS TO PROHIBIT SIGNS ON BUS BENCHES, BUS SHELTERS, AND OTHER STREET FURNISHINGS LOCATED IN THE RIGHT-OF-WAY; 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 the sign ordinance; and

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

**WHEREAS**, the Mayor and Council desire to amend the sign ordinance;

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

**Section 1:** The City of Peachtree Corners Sign Ordinance Article V, Sec. 54, shall be amended by modifying and adding the following underlined words:

*Sec. 54-13. - Signs exempt from specified provisions of this chapter (permitting)  
(9) Signage on courtesy benches, trash receptacles, newspaper boxes, automated teller kiosks and phone booths located on private property and not exceeding eight square feet of sign area and not located within the required front yard setback for the zoning district. Limited to one bench sign and one trash receptacle sign per lot.*

*Sec. 54-10. - Prohibited signs.  
The following types of signs or advertising devices are prohibited in all zoning districts of the city:*

*(6) Signs placed within public rights-of-way (including signs placed on utility poles, street benches, bus benches, bus shelters, trash cans, bike racks, and other street furnishings), except non-commercial, publicly owned, authorized or maintained signs which serve an official public purpose.*

**Section 2**

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

Approved by:

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

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

SEAL