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COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member

Jeanne Aulbach – Post 4, Council Member

James Lowe – Post 2, Council Member

Lorri Christopher – Post 5, Council Member

Alex Wright – Post 3, Council Member

Weare Gratwick – Post 6, Council Member

February 18, 2014

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) CONSIDERATION OF MINUTES – January 21, 2014

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

1. **Diana Wheeler** Staff Activity Report

J) NEW BUSINESS

1. **ACTION ITEM** Consideration of approval of an Intergovernmental Agreement between the City of Peachtree Corners and the Gwinnett County Board of Registrations and Elections for City Elections using election equipment.
2. **ACTION ITEM PH2014-001** Consideration of approving a Certificate for Development within the Chattahoochee River Corridor in accordance with the provisions of the Metropolitan River Protection Act for a new, single-family residence located at 4506 Ridegate Drive, Lot 7, Block G of the Riverview Estates Subdivision.

3. **RESOLUTION R2014-2-22** Consideration of a Resolution to authorize and apply for a GateWay grant for property located at the convergence of Peachtree Parkway and Peachtree Industrial Boulevard pursuant to the requirements of the Georgia Department of Transportation GateWay grant program.
4. **RESOLUTION R2014-2-23** Consideration of a Resolution to authorize Gwinnett Village CID's application for a GateWay grant for landscaping along Buford Highway (State Route 13) pursuant to the requirements of the Georgia Department of Transportation GateWay grant program.

K) WORK SESSION

1. **Pam Ledbetter** Best Practices – Communications
2. **Bob Wolk** Update on Solid Waste Transition/Waste Pro
3. **Diana Wheeler** Review of materials prescribed by the Georgia Municipal Association for 'City of Ethics' designation.
4. **Diana Wheeler** Review of Green Communities certification requirements.
5. **Diana Wheeler** Review of DRAFT Town Center LCI Request for Proposals document.
6. **Tom Black** Update SLPOST – Resurfacing/Presentation of City Sourced.
7. **Julian Jackson** GMA Agreement with the City of Peachtree Corners for GMA to collect taxes from Insurance Companies.

L) EXECUTIVE SESSION

M) ADJOURNMENT

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
JANUARY 21, 2014, @ 7:00PM

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

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	James Lowe – Post 2
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Manager	Julian Jackson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Bill Riley

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

MAYOR’S OPENING REMARKS: Mayor Mason informed the public that he traveled on a ride-along with the Gwinnett Police and elaborated on what a wonderful experience it was.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE JANUARY 7, 2014 SPECIAL CALLED COUNCIL MEETING.

By: Council Member Aulbach

Seconded by: Council Member Sadd

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

CONSIDERATION OF THE MEETING AGENDA:

There was no change to the agenda.

PUBLIC COMMENT:

There were no public comments

PRESENTATIONS AND REPORTS:

Mayor Mason presented Proclamations to Gwinnett County Commissioner Lynette Howard and Representative Tom Rice recognizing their contributions to the City of Peachtree Corners.

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of January 2, 2014 – January 17, 2014. These activities included, among other items, a meeting with the Downtown Development Authority, and preparation for the Year-End Reports and GATEway Grant.

Adam Fraley with Mauldin & Jenkins presented the City of Peachtree Corners Financial Report for the year ending June 30, 2013. Mr. Fraley stated that the City had a good first year and they are in a good position for a new city.

NEW BUSINESS:

O2013-12-23

Second read and Consideration of an Ordinance to amend Chapter 6 (“alcoholic beverages”) of the Code of the City of Peachtree Corners, Georgia, in order to amend Sec. 6-42 to allow individuals to bring in their own alcoholic beverages to certain types of retail establishments subject to restrictions and limitations; to allow certain non-dining business establishments to accommodate the consumption of wine and malt beverages on their premises; and for other purposes.

MOTION TO APPROVE O2013-12-23.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

ACTION ITEM

Consideration on designating City Hall as the sole polling location for the City of Peachtree Corners.

MOTION TO APPROVE CITY HALL AS THE SOLE POLLING LOCATION FOR THE CITY OF PEACHTREE CORNERS.

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

ACTION ITEM

Discussion/Approval 2014 Resurfacing

Julian Jackson, City Manager and Tom Black of CH2MHill presented information concerning the resurfacing of streets in Peachtree Corners. Mr. Jackson stated that he would like to present a list of streets (see exhibit A) to be part of Gwinnett County's resurfacing program for 2014.

MOTION TO APPROVE STREETS NUMBERED 1-43 (SEE EXHIBIT A) WITH ESTIMATED TOTAL COST OF \$1,567,582.80 TO THE 2014 GWINNETT COUNTY RESURFACING PROGRAM.

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

WORK SESSION:

Mr. Gary Smith, Elections Consultant, gave a presentation concerning the use of paper or electronic ballots. It was determined that the City would use electronic ballots (DRE's), and enter into an Intergovernmental Agreement (IGA) with Gwinnet County for the use of their machines. The IGA will be place on the next Council agenda.

Mrs. Wheeler presented the City's recommendation for a GATEway Grant. After evaluating possible sites for the use of the grant, it was determined by Staff that it would be most beneficial to be used for the application of landscaping around the existing Peachtree Corners monument sign located at the convergence of Peachtree parkway and Peachtree Industrial Boulevard, on the southern end of the City.

Mrs. Wheeler presented the Year-End activity report for the City of Peachtree Corners. Mrs. Wheeler explained that since this is the first Year-End report there is nothing to compare it to, but that next year there will be additional statistics for comparisons.

EXECUTIVE SESSION:

MOTION TO GO INTO EXECUTIVE SESSION FOR THE DISCUSSION OF ONE (1) POTENTIAL LITIGATION MATTER.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Christopher

Seconded: Council Member Aulbach

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

ADJOURNMENT:

MOTION TO ADJOURN AT 9:40 PM.

By: Council Member Sadd

Seconded by: Council Member Wright

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk

(Seal)

Exhibit A

	Name	From	To	Leng	Wid	F.I	Date	Area	Rehab Type	Unit Rate	Estimated Cost	Accumulative
1	COURTYARDS DRIVE	NORTHWOODS PARKWAY	LANGFORD ROAD	0.16	28	48	4/6/2013	23380	Light resurfacing, edge mill, medium patching	\$1.18	\$27,588.40	\$27,588.40
2	PATRICK COURT	FITZPATRICK WAY	S END	0.14	24	50	7/25/2013	17880	Light resurfacing, edge mill, medium patching	\$1.18	\$21,098.40	\$48,686.80
3	ALCHEMY PLACE	BANKERS INDUSTRIAL DRIVE	E END	0.08	28	51	8/3/2013	11200	Light resurfacing, edge mill, medium patching	\$1.18	\$13,216.00	\$61,902.80
4	GATEWOOD LANE	RIVER COURT	RIDGEGATE DRIVE	0.28	24	51	12/4/2012	35040	Light resurfacing, edge mill, medium patching	\$1.18	\$41,347.20	\$103,250.00
5	GREEN POINTE PARKWAY	JONES MILL ROAD	3360' S JONES MILL ROAD	0.64	28	51	8/3/2013	94080	Light resurfacing, edge mill, medium patching	\$1.18	\$111,014.40	\$214,264.40
6	MARKHAM COURT	ATLANTIC BOULEVARD	S END	0.13	28	51	9/7/2013	19600	Light resurfacing, edge mill, medium patching	\$1.18	\$23,128.00	\$237,392.40
7	MOUNTCREEK PLACE	CORNERS WAY	W END	0.15	24	51	7/24/2013	19440	Light resurfacing, edge mill, medium patching	\$1.18	\$22,939.20	\$260,331.60
8	SOUTHPORT CROSSING	FORT FISHER WAY	OUTER BANK DRIVE	0.22	24	51	7/25/2013	27840	Light resurfacing, edge mill, medium patching	\$1.18	\$32,851.20	\$293,182.80
9	AMHURST DRIVE	WEST JONES BRIDGE ROAD	WEST JONES BRIDGE ROAD	0.58	24	52	6/4/2013	72960	Light resurfacing, edge mill, medium patching	\$1.18	\$86,092.80	\$379,275.60
10	CENTRE COURT	S END	N END	0.22	24	52	5/15/2013	28320	Light resurfacing, edge mill, medium patching	\$1.18	\$33,417.60	\$412,693.20
11	CORNERS WAY	JAY BIRD ALLEY	PEACHTREE CORNERS CIRCLE	0.36	24	52	7/24/2013	46080	Light resurfacing, edge mill, medium patching	\$1.18	\$54,374.40	\$467,067.60
12	KINGSTON COURT	PEACHTREE INDUSTRIAL BVD	W END	0.40	28	52	8/10/2013	59360	Light resurfacing, edge mill, medium patching	\$1.18	\$70,044.80	\$537,112.40
13	LAKE VIEW LANE	1050' E WINTERS CHAPEL	CLEAR LAKE COURT	0.22	24	53	7/29/2013	28200	Light resurfacing, edge mill, medium patching	\$1.18	\$33,276.00	\$570,388.40
14	MOUNTCREEK COURT	MOUNTCREEK PLACE	W END	0.09	24	52	7/24/2013	11760	Light resurfacing, edge mill, medium patching	\$1.18	\$13,876.80	\$584,265.20
15	NORTHEAST PARKWAY	AMWILER ROAD	AMWILER ROAD	0.42	27	52	8/3/2013	59400	Light resurfacing, edge mill, medium patching	\$1.18	\$70,092.00	\$654,357.20
16	PEACHTREE TERRACE	CORNERS WAY	E END	0.10	24	52	7/24/2013	12360	Light resurfacing, edge mill, medium patching	\$1.18	\$14,584.80	\$668,942.00
17	POPLAR SPRING COURT	POPLAR SPRINGS DR	N END	0.12	24	52	5/15/2013	14640	Light resurfacing, edge mill, medium patching	\$1.18	\$17,275.20	\$686,217.20
18	WALDEN COURT	JONES BRIDGE CIRCLE	S END	0.04	24	52	7/25/2013	4800	Light resurfacing, edge mill, medium patching	\$1.18	\$5,664.00	\$691,881.20
19	BLUE IRIS HOLLOW	ANCIENT AMBER WAY	S END	0.20	24	53	12/3/2012	25560	Light resurfacing, edge mill, medium patching	\$1.18	\$30,160.80	\$722,042.00
20	BRIDGE MILL COURT	SPALDING BRIDGE COURT	W END	0.27	24	53	7/29/2013	33960	Light resurfacing, edge mill, medium patching	\$1.18	\$40,072.80	\$762,114.80
21	CORNERS COURT	CEDAR CORNERS TRAIL	S END	0.08	26	53	5/13/2013	11050	Light resurfacing, edge mill, medium patching	\$1.18	\$13,039.00	\$775,153.80
22	DENTON CIRCLE	ALLENHURST DRIVE	ALLENHURST DRIVE	0.35	24	53	5/14/2013	44880	Light resurfacing, edge mill, medium patching	\$1.18	\$52,958.40	\$828,112.20
23	KILLINGSWORTH TRACE	THAMESGATE CLOSE	MILLHOUSE LANE	0.10	24	53	6/4/2013	12960	Light resurfacing, edge mill, medium patching	\$1.18	\$15,292.80	\$843,405.00
24	MATCH POINT	GUNNIN ROAD	E END	0.18	24	53	5/14/2013	22800	Light resurfacing, edge mill, medium patching	\$1.18	\$26,904.00	\$870,309.00
25	NOBLEMAN POINT	WELLINGTON MIST POINT	N END	0.33	24	53	12/4/2012	41640	Light resurfacing, edge mill, medium patching	\$1.18	\$49,135.20	\$919,444.20
26	SPALDING BRIDGE COURT	MEDLOCK BRIDGE ROAD	E END	0.26	24	53	5/9/2013	33000	Light resurfacing, edge mill, medium patching	\$1.18	\$38,940.00	\$958,384.20
27	WALDEN TRACE	JONES BRIDGE CIRCLE	N END	0.06	24	53	7/25/2013	7680	Light resurfacing, edge mill, medium patching	\$1.18	\$9,062.40	\$967,446.60
28	AMBERGLADE COURT	JONES BRIDGE CIRCLE	S END	0.18	24	54	7/25/2013	22800	Light resurfacing, edge mill, medium patching	\$1.18	\$26,904.00	\$994,350.60
29	DUNWOODY GLEN COURT	DUNWOODY CLUB DRIVE	N END	0.08	24	54	7/30/2013	9600	Light resurfacing, edge mill, medium patching	\$1.18	\$11,328.00	\$1,005,678.60
30	GOLDEN LEAF TRAIL	E END	BLUE IRIS HOLLOW	0.20	24	54	12/3/2012	25440	Light resurfacing, edge mill, medium patching	\$1.18	\$30,019.20	\$1,035,697.80
31	HIGH MEADOW DRIVE	AMBERGLADE COURT	S END	0.15	24	54	7/25/2013	18480	Light resurfacing, edge mill, medium patching	\$1.18	\$21,806.40	\$1,057,504.20
32	HIGHCROFT CIRCLE	SOUTH OLD P'TREE	HIGHCROFT CIRCLE	0.65	24	54	5/9/2013	82800	Light resurfacing, edge mill, medium patching	\$1.18	\$97,704.00	\$1,155,208.20
33	HUMPHRIES WAY	AMWILER ROAD	N END	0.24	26	54	8/3/2013	33540	Light resurfacing, edge mill, medium patching	\$1.18	\$39,577.20	\$1,194,785.40
34	MCEACHERN WAY	W END	E END	0.09	24	54	7/29/2013	11520	Light resurfacing, edge mill, medium patching	\$1.18	\$13,593.60	\$1,208,379.00
35	POPLAR BLUFF CIRCLE	POPLAR SPRINGS DR	POPLAR SPRINGS DR	0.49	24	54	5/15/2013	61680	Light resurfacing, edge mill, medium patching	\$1.18	\$72,782.40	\$1,281,161.40
36	RESEARCH DRIVE	TECHNOLOGY PARKWAY	E END	0.17	42	54	11/8/2013	37170	Light resurfacing, edge mill, medium patching	\$1.18	\$43,860.60	\$1,325,022.00
37	RIDGEGATE DRIVE	SR 141	RIVER COURT	0.17	24	54	12/4/2012	21120	Light resurfacing, edge mill, medium patching	\$1.18	\$24,921.60	\$1,349,943.60
38	RIVER MANSION DRIVE	BUSH ROAD	S END	0.62	24	54	5/10/2013	78000	Light resurfacing, edge mill, medium patching	\$1.18	\$92,040.00	\$1,441,983.60
39	SPALDING CHASE DRIVE	CROOKED CREEK	N END	0.10	24	54	5/13/2013	12960	Light resurfacing, edge mill, medium patching	\$1.18	\$15,292.80	\$1,457,276.40
40	TREADDUR BAY LANE	EDGERTON DRIVE	N END	0.17	24	54	12/3/2012	21000	Light resurfacing, edge mill, medium patching	\$1.18	\$24,780.00	\$1,482,056.40
41	WILBANKS DRIVE	GUNNIN ROAD	N END	0.37	24	54	5/14/2013	46440	Light resurfacing, edge mill, medium patching	\$1.18	\$54,799.20	\$1,536,855.60
42	WILD SONNET PATH	EDGERTON DRIVE	WILD SONNET TRAIL	0.06	24	54	12/3/2012	7200	Light resurfacing, edge mill, medium patching	\$1.18	\$8,496.00	\$1,545,351.60
43	WOODSTONE LANE	RIVEREDGE DRIVE	FOXWOOD ROAD	0.15	24	54	5/10/2013	18840	Light resurfacing, edge mill, medium patching	\$1.18	\$22,231.20	\$1,567,582.80



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 2/1/14 – 2/14/14.

- A. Meetings with:
1. Gwinnett Economic Development /Partnership Gwinnett.
 2. Japanese company expanding their manufacturing company.
 3. Representatives of a prospective new restaurant business.
 4. Company relocating to Technology Park.
 5. Applicants for March Planning Commission meeting: Japanese school requesting to add church use to their existing facility on the weekend, and a special use request for a car lot on Buford Highway.
 6. S.W. Gwinnett Chamber and representatives from Norcross and Berkeley Lake to discuss marketing the S.W. Gwinnett area.
 7. Noble Village developer to discuss next steps to restart the project.
- B. Coordinated meeting and materials for state mandated DDA training on 2/15/14.
- C. Prepared Town Center Livable Center Initiative Request for Proposals.
- D. Discussed signage request with Gwinnett Parks and Recreation Department.
- E. Prepared City of Ethics draft documents.
- F. Prepared Green Communities checklist.
- G. Hosted the *Women of Peachtree Corners* meeting at City Hall.
- H. Responded to phone calls and e-mails from residents, business people, and others.

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEACHTREE CORNERS
AND THE GWINNETT COUNTY BOARD OF REGISTRATIONS AND ELECTIONS FOR
CITY ELECTIONS USING ELECTION EQUIPMENT

THIS AGREEMENT entered into between the City of Peachtree Corners, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, recommended guidelines of the Secretary of State concerning municipal use of election equipment recommend that cities and counties enter into intergovernmental agreements outlining the responsibilities and obligations of the election superintendent of the city and the election superintendent of the county; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2014 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the specified City Election. It is the intent of the parties that the use of the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on February 1, 2014 and end on December 31, 2014.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting, Challenge voting and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City shall provide the Board with a written request indicating specifically the number of Direct Record Electronic Voting Units (hereinafter referred to as DRE Units) the City needs to borrow 60 days prior to election date.
5. The City shall be responsible for obtaining, if needed, Optical Scan Voting Units (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
6. The City shall mark voters on the paper Electors List that is provided by the Board.
7. The City will use a DRE Unit for card creating purposes.
8. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
9. The City will be responsible for hiring and training its own poll officials.
10. The City will be responsible for any training of its staff through Kennesaw State University Center for Elections (hereinafter referred to as "KSU") and/or the Secretary of State's Office.
11. The City will be responsible for conducting all aspects of the City Election.
12. The City will be responsible for certifying its own election results using the tapes printed from the DRE Units and the OS Units.

(b) Board and/or Elections Supervisor

1. The Board shall provide the City with a paper Electors List to be used for marking voters.
2. The Board shall provide the City with the specified number of units requested, including peripherals including the voters with disability kit and thermal tape used in the units for tabulation of results.

(c) The Board and the City agree to mutually discuss and schedule dates and times for the City to pick-up the DRE Units. The Board and the City further agree to mutually set a date and time the City will return the DRE Units, to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election.

(6) Miscellaneous

- (a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (b) This Agreement shall be construed under the laws of the State of Georgia.
- (c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.
- (d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: _____

Board: Katherine Ferm, Elections Coordinator
75 Langley Drive
Lawrenceville, GA 30046
katherine.ferm@gwinnettcountry.com

- (e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.
- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this _____ day of _____, 2014.

City of Peachtree Corners:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: Beauty Baldwin, Chair

Attest:

Lynn Ledford, Elections Supervisor

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

**APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT
CERTIFICATE**

CASE NUMBER : PH2014 001

LOCATION : 4506 RIDGEGATE DRIVE

PROPOSED DEVELOPMENT : CONSTRUCTION OF A NEW SINGLE FAMILY
DETACHED RESIDENCE

CONTACT : ROBERT KING (678-778-1737)

OWNER : CROWNLINER HOMES
2318 GRADY RIDGE DRIVE
DULUTH, GA 30097

RECOMMENDATION : APPROVE WITH CONDITIONS

REQUEST SUMMARY

The property is located in the Riverview Estates subdivision and consists of one single family home on a 0.87 acre lot. The owner wishes to demolish the existing house in order to build a new single family detached residence.

The applicant requests certification of this property in accordance with the Metropolitan River Corridor Protection Act (MRPA).

HISTORY

In 1973, in response to growing concerns about the Chattahoochee River, the Georgia General Assembly enacted the Metropolitan River Protection Act (Georgia Code 12-5-440 et seq.). It established a 2000-foot Corridor along both banks of the Chattahoochee and its impoundments for the 48 miles between Buford Dam and Peachtree Creek.

The act requires the Atlanta Regional Commission to protect the Chattahoochee River Corridor and to review new development proposals. The act requires local governments along the corridor to implement the ARC plan by issuing permits based on ARC findings, monitoring land-disturbing activity in the corridor and enforcing the act and the plan. Permit submittals for new homes and additions within the Chattahoochee River Corridor must show legal compliance with the plan.

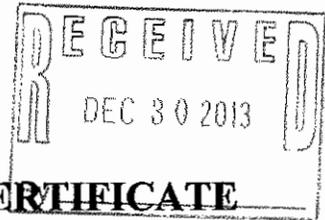
The existing residence at 4506 Ridgeway Drive was built prior to the Metropolitan River Corridor Protection Act (MRPA). The owner wishes to demolish the existing building and build a new residence. This new development must obtain a Chattahoochee River Corridor Certificate prior to submittal of construction documents. There will not be an increase in land use density as a result of this approval.

The applicant submitted plans for the proposed new residence to The Atlanta Regional Commission (ARC). The ARC reviewed the plans for clearing limits and for the creation of impervious surfaces based on vulnerability categories and found this project to be compliant with MRPA. The City does not conduct a separate review, but only confirms the ARC's findings through approval of the certification.

FINDINGS

After review of the applicant's proposal, it is recommended that the Metropolitan River Protection Act Certificate for 4506 Ridgeway Drive be approved with the following conditions:

1. Applicant shall file the certificate in the real estate records of the Clerk of Superior Court of Gwinnett County.
2. Applicant shall stake limits of land disturbing activity for city approval prior to issuance of the building permit.
3. Applicant shall provide Affidavit confirming as/built conditions prior to issuance of certificate of occupancy.



APPLICATION FOR METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

1. Name of Local Government: Peachtree Corners

2. Owner(s) of Record of Property to be Reviewed:
Name(s): Crownline Homes LLC c/o Robert King
Mailing Address: 2318 Grady Ridge Drive
City: Duluth State: GA Zip: 30097
Contact Phone Numbers (w/Area Code):
Daytime Phone: 678-778-1757 Fax: 678-710-6105
Other Numbers: _____

3. Applicant(s) or Applicant's Agent(s):
Name(s): _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Contact Phone Numbers (w/Area Code):
Daytime Phone: _____ Fax: _____
Other Numbers: _____

4. Proposed Land or Water Use:
Name of Development: Riverview Estates
Description of Proposed Use: NEW CONSTRUCTION 4 BEDROOM HOME REMOVE EXISTING STRUCTURE

5. Property Description (Attach Legal Description and Vicinity Map):
Land Lot(s), District, Section, County: LL 329, 6th Land District, Gwinnett County
Subdivision, Lot, Block, Street and Address, Distance to Nearest Intersection: Riverview Estates LOT 7 BLOCK G, 4506 Ridgeway Drive
Size of Development (Use as Applicable): Peachtree Corners, GA 3007
Acres: Inside Corridor: N/A Outside Corridor: _____ Total: _____
Lots: Inside Corridor: N/A Outside Corridor: _____ Total: _____
Units: Inside Corridor: N/A Outside Corridor: _____ Total: _____
Other Size Descriptor (i.e., Length and Width of Easement):
Inside Corridor: N/A Outside Corridor: _____ Total: _____

Permit sent - delivered
 ARC - 1/9/14
 SMS 1/10/14

6. Related Chattahoochee Corridor Development:

A. Does the total development include additional land in the Chattahoochee Corridor that is not part of this application? NO

If "yes", describe the additional land and any development plans: _____

B. Has any part of the property in this application, or any right-of-way or easement bordering this land, previously received a certificate or any other Chattahoochee Corridor review approval? NO

If "yes", please identify the use(s), the review identification number(s), and the date(s) of the review(s): _____

7. How Will Sewage from this Development be Treated?

A. Septic tank

Note: For proposals with septic tanks, the application must include the appropriate local government health department approval for the selected site.

B. Public sewer system _____

8. Summary of Vulnerability Analysis of Proposed Land or Water Use:

Vulnerability Category	Total Acreage (or Sq. Footage)	Total Acreage (or Sq. Footage) Land Disturbance	Total Acreage (or Sq. Footage) Imperv. Surface	Percent Land Disturb. (Maximums Shown In Parentheses)	Percent Imperv. Surf. (Maximums Shown In Parentheses)
A	_____	_____	_____	(90)	(75)
B	_____	_____	_____	(80)	(60)
C	29,685 ^{ac}	18,264 ^{ac}	10,031 ^{ac}	(70) 63	(45) 34
D	8,212 ^{ac}	3,900 ^{ac}	126 ^{ac}	(50) 48	(30) 2
E	_____	_____	_____	(30)	(15)
F	_____	_____	_____	(10)	(2)
Total:	37,897 ^{ac} SMS	22,664 ^{ac} SMS	10,207 ^{ac} SMS	N/A	N/A

all class - SMS - ARC - 1/10/14

9. Is any of this Land within the 100-Year Floodplain of the Chattahoochee River? NO
If "yes", indicate the 100-year floodplain elevation: _____

NOTE: For this review, river floodplain is determined from the U.S. Army Corps of Engineers' "Floodplain Information - Chattahoochee River, Buford Dam to Whitesburg, Georgia", November, 1973 and its Supplement of March, 1982.

NOTE: All river 100-year floodplain is assigned to the "E" Category; its allowable allocations can be combined with those of other "E" land in the review. Also, 100-year floodplain cannot be reanalyzed and cannot accept transfers.

10. Is any of this land within the 500-year floodplain of the Chattahoochee River? NO
If "yes", indicate the 500-year flood plain elevation: _____

NOTE: Plan Standards include a 35-foot height limit above the pre-construction grade within the 500-year floodplain (includes the 100-year floodplain). Adherence to this standard must be noted on the submitted plans (see Part 2.B.(4) of the Chattahoochee Corridor Plan).

11. The following is a checklist of information required to be attached as part of the application. Individual items may be combined.

FOR ALL APPLICATIONS:

Description of land in the application and any additional land in the project (attach legal description or surveyed boundaries).

Name, address, and phone number(s) of owner(s) of record of the land in the application. (Space provided on this form)

Written consent of all owners to this application. (Space provided on this form)

Name, address, and phone number(s) of applicant or applicant's agent. (Space provided on this form)

Description of proposed use(s). (Space provided on this form)

Existing vegetation plan.

Proposed grading plan.

Certified as-builts of all existing land disturbance and impervious surfaces.

Approved erosion control plan.

Detailed table of land-disturbing activities. (Both on this form and on the plans)

Plat-level plan showing (as applicable): lot boundaries; any other sub-areas; all easements and rights-of-way; 100- and 500-year river floodplains; vulnerability category boundaries; topography; any other information that will clarify the review.

Documentation on adjustments, if any.

Cashier's check or money order (for application fee).

FOR SINGLE-STEP APPLICATIONS (NON-SUBDIVISION):

Site plan.

Land-disturbance plan.

FOR TWO-STEP SINGLE-FAMILY SUBDIVISION APPLICATIONS ONLY:

Concept plan.

Lot-by-lot and non-lot allocation tables.

12. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act: (use additional sheets as necessary)

 Crawshaw Hines 12/30/13

Signature(s) of Owner(s) of Record

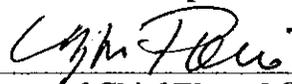
Date

13. I (we), the undersigned, authorize and request review of this application for a certificate under the provisions of the Metropolitan River Protection Act:

Signature(s) of Applicant(s) or Agent(s)

Date

14. The governing authority of PEACHTREE CORNERS requests review by the Atlanta Regional Commission of the above-described use under the Provisions of the Metropolitan River Protection Act.

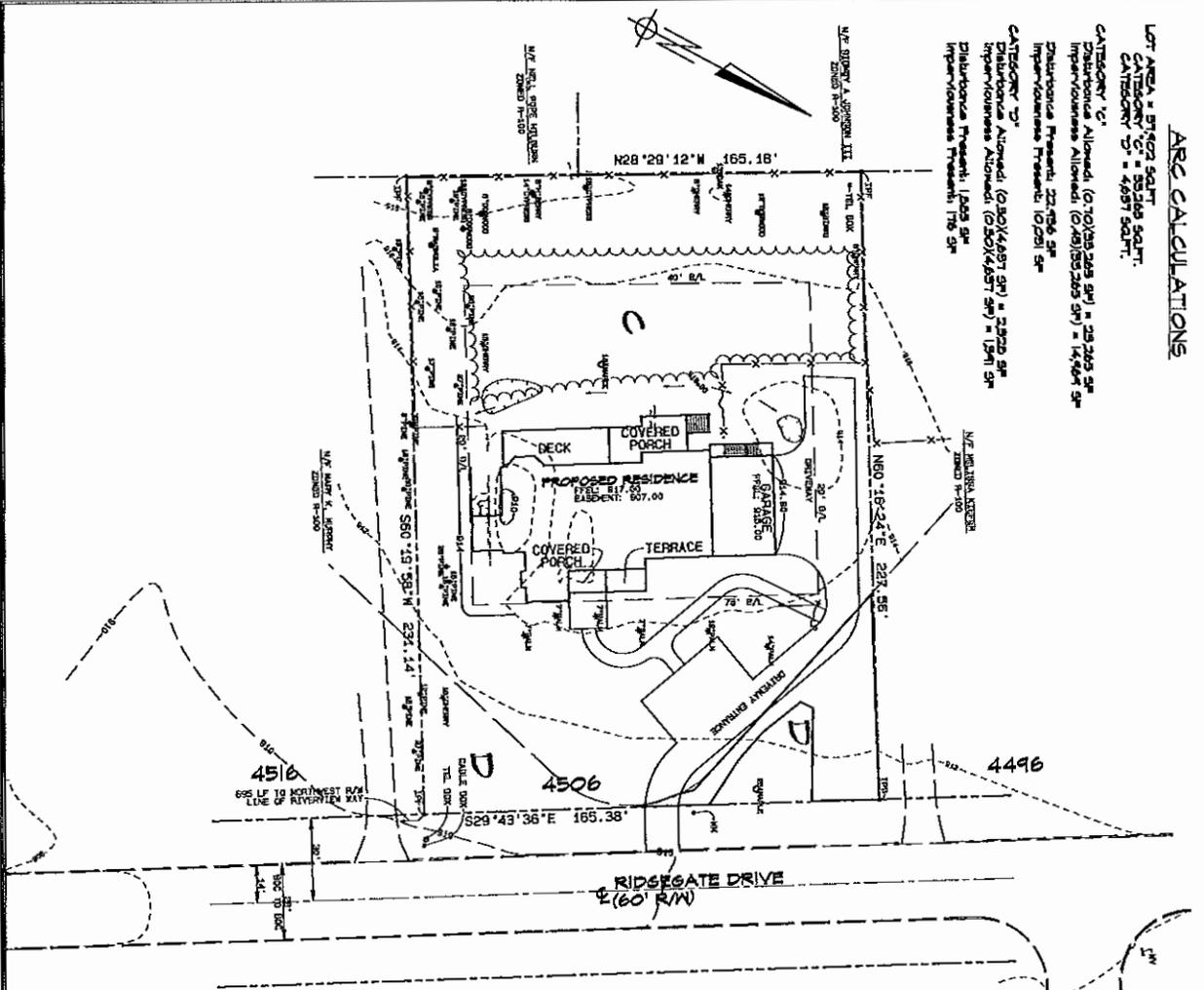
 12-30-13
Signature of Chief Elected Official or Official's Designee Date

ARC CALCULATIONS

LOT AREA = 37,902 SQ.FT.
 CATEGORY 'C' = 35,347 SQ.FT.
 CATEGORY 'D' = 4,957 SQ.FT.

CATEGORY 'C'
 Disturbance Allowed (0.70/100,000 SQ.FT) = 25,243 SQ.FT.
 Imperviousness Allowed (0.40/100,000 SQ.FT) = 14,984 SQ.FT.
 Disturbance Present: 22,476 SQ.FT.
 Imperviousness Present: 10,281 SQ.FT.

CATEGORY 'D'
 Disturbance Allowed (0.30/100,000 SQ.FT) = 2,972 SQ.FT.
 Imperviousness Allowed (0.20/100,000 SQ.FT) = 1,981 SQ.FT.
 Disturbance Present: 1,225 SQ.FT.
 Imperviousness Present: 776 SQ.FT.

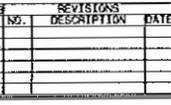


- GENERAL NOTES**
1. DESIGNER OF RECORD: GUY H. HARRIS, INC., 1070 Peachtree Street, N.E., Atlanta, Georgia 30309. (404) 525-1111. FAX: (404) 525-1112.
 2. OWNER: 4506 RIDGEGATE DRIVE, PEACHTREE CORNERS, GA 30096. (770) 449-8623. FAX: (770) 449-8623.
 3. BY APPLICANT'S REPRESENTATIVE, ONLY, THIS PROJECT WILL BE AN OBTAINING OF PERMITS FROM THE LOCAL GOVERNMENT. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL GOVERNMENT.
 4. ALL UTILITIES SHOWN ARE BASED ON VISUAL OBSERVATIONS BY THE DESIGNER. THE DESIGNER DOES NOT GUARANTEE THE ACCURACY OF THE UTILITIES SHOWN. THE APPLICANT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 5. ALL UTILITIES SHOWN ARE BASED ON VISUAL OBSERVATIONS BY THE DESIGNER. THE DESIGNER DOES NOT GUARANTEE THE ACCURACY OF THE UTILITIES SHOWN. THE APPLICANT IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

AREA = 37,902 SQ.FT.
 0.8701 ACRES
 ZONED R-100



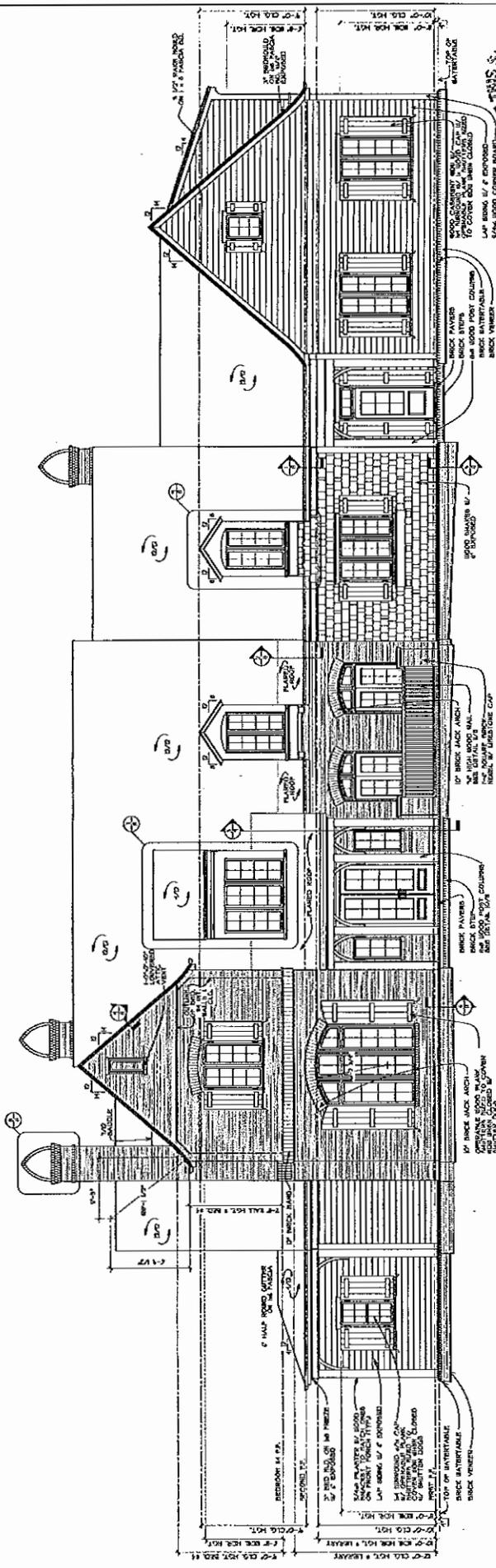
DATE	REVISIONS	
NO.	DESCRIPTION	DATE
12-20-2013		
4	DESIGN G.E.D.	
4	DESIGNED B.F.D.	
4	DECKED B.F.D.	
4	LAND LIT. 8/0	
4	8th LAND DISTRICT	
4	ELBERT COUNTY, GA.	



CROWLINE HOMES
 1618 Point River Drive
 Duluth, Georgia 30097
 (678) 776-1737

ARC SITE PLAN
 4506 RIDGEGATE DRIVE
 PEACHTREE CORNERS, GA 30096

G-B ENGINEERING, INC
 517 Cessatory Street
 P.O. Box 4506
 Norcross, Georgia 30091-1606
 (770) 449-8623
 (770) 449-1088 (FAX)



THIS STAMP IS NOT VALID UNLESS IT IS USED IN CONNECTION WITH THE ARCHITECT'S SEAL AND SIGNATURE

FRONT ELEVATION
SHEET # 1-07

BRUNN & CHRISTENSEN, LLC
ARCHITECTS

Project: THE WHITEFIELD III, Phase 02-03-07
 Sheet: 1-07
 Date: 08/14/07
 Drawn By: EAC
 Checked By: EAC
 Design: THE FRONT ELEVATION
 Job No.: 02-03-07
 (770) 344-3400 Fax: (770) 344-3400
 1100 Peachtree Street, N.E.
 Atlanta, Georgia 30309

BRUNN & CHRISTENSEN, LLC
ARCHITECTS

THE ARCHITECT'S SEAL AND SIGNATURE IS REQUIRED FOR ALL ARCHITECTURAL DRAWINGS. THIS SEAL AND SIGNATURE IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. IF THE ARCHITECT'S SEAL AND SIGNATURE IS NOT USED, THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DRAWING. THE ARCHITECT'S SEAL AND SIGNATURE IS VALID FOR ONE YEAR FROM THE DATE OF ISSUANCE. IF THE ARCHITECT'S SEAL AND SIGNATURE IS NOT USED, THE ARCHITECT IS NOT RESPONSIBLE FOR THE ACCURACY OF THE DRAWING.

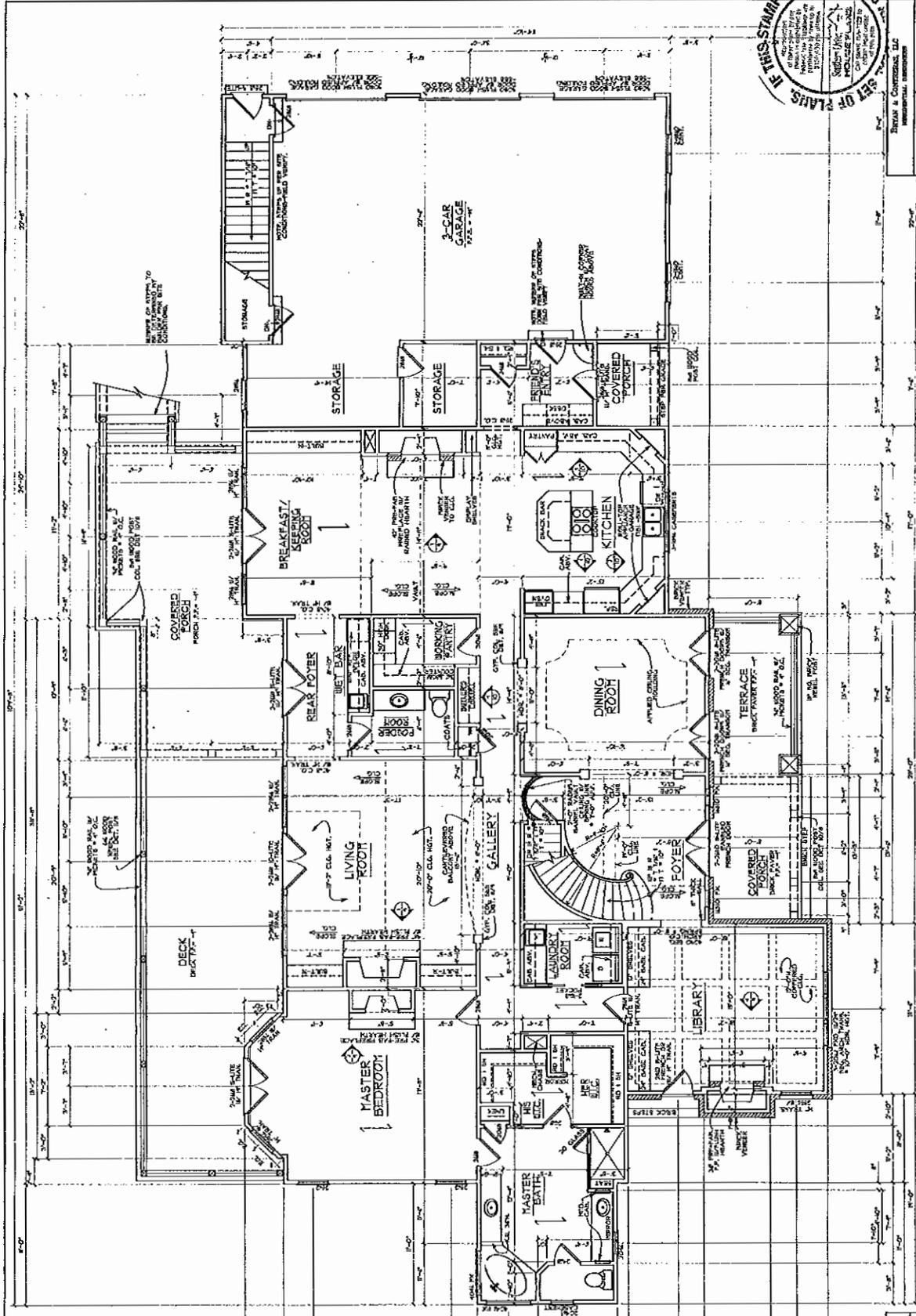
AREA SUMMARY	
FRONT PORCH	1500 sq. ft.
REAR PORCH	1500 sq. ft.
DECK	1500 sq. ft.
TERRACE	1500 sq. ft.
COVERED PORCH	1500 sq. ft.
STAIRS	1500 sq. ft.
CL. (CLOSET)	1500 sq. ft.
W.C. (WATER CLOSET)	1500 sq. ft.
BATH	1500 sq. ft.
KITCHEN	1500 sq. ft.
DINING ROOM	1500 sq. ft.
LIVING ROOM	1500 sq. ft.
MASTER BEDROOM	1500 sq. ft.
LIBRARY	1500 sq. ft.
LAUNDRY ROOM	1500 sq. ft.
WORKING PANTRY	1500 sq. ft.
BREAKFAST ROOM	1500 sq. ft.
STORAGE	1500 sq. ft.
3-CAR GARAGE	1500 sq. ft.
TOTAL	15000 sq. ft.

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOORS ARE CONCRETE ON GRAVEL UNLESS OTHERWISE NOTED.
4. ALL ROOFS ARE 12/12 PITCH UNLESS OTHERWISE NOTED.
5. ALL STAIRS ARE TO BE BUILT TO MEET LOCAL CODES.
6. ALL ELECTRICAL AND PLUMBING ARE TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES.
7. ALL FINISHES ARE TO BE AS NOTED ON DRAWINGS.

REVISIONS:

1. REVISION 1: CORRECTED DIMENSIONS AND FINISHES.
2. REVISION 2: ADDED STAIRS AND HALLWAYS.
3. REVISION 3: CHANGED MATERIALS AND FINISHES.
4. REVISION 4: ADDED GARAGE AND PORCH.
5. REVISION 5: ADDED LIBRARY AND BATH.



THIS STAMP IS NOT VALID IF IT IS USED ON ANY OTHER SET OF PLANS.

Professional Seal of the Architect

Project: THE WITTFIELD II, June 15, 1957

Designed by: J. L. WITTFIELD, JR., ARCHT.

Check with: FIRST FLOOR, 1500 sq. ft.

(1957) 1500-0000, P.O. Box 1000, Dallas, Texas

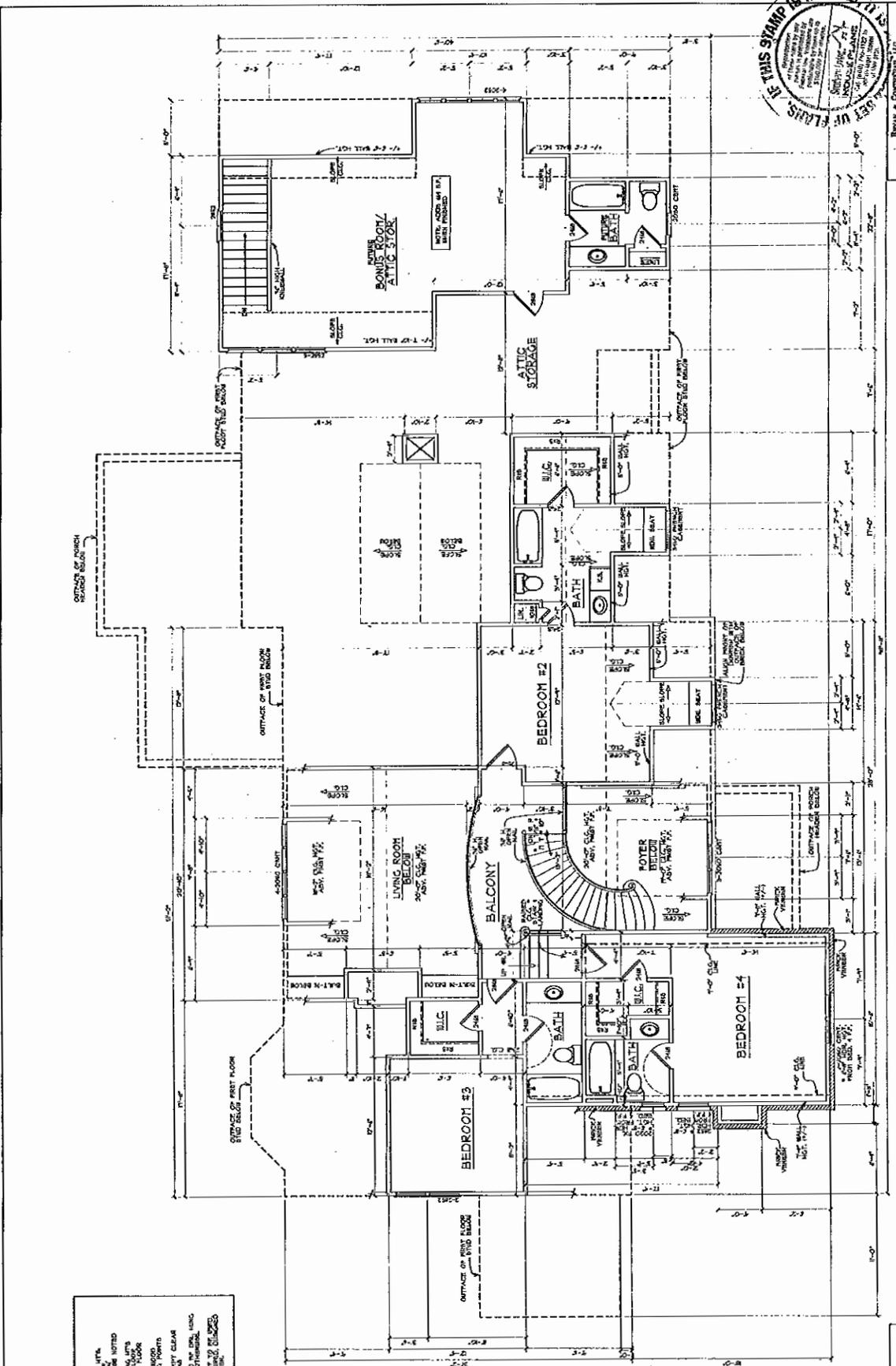
FIRST FLOOR PLAN

1500 sq. ft.

NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. ALL WALLS ARE 1/2" THICK UNLESS OTHERWISE NOTED.
3. ALL FLOORS ARE CONCRETE ON GRAVEL UNLESS OTHERWISE NOTED.
4. ALL ROOFS ARE 12/12 PITCH UNLESS OTHERWISE NOTED.
5. ALL STAIRS ARE TO BE BUILT TO MEET LOCAL CODES.
6. ALL ELECTRICAL AND PLUMBING ARE TO BE INSTALLED IN ACCORDANCE WITH LOCAL CODES.
7. ALL FINISHES ARE TO BE AS NOTED ON DRAWINGS.

- NOTES:**
- 1) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 2) ALL DIMENSIONS TO THE CENTER UNLESS OTHERWISE NOTED.
 - 3) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 4) ALL DIMENSIONS TO THE CENTER UNLESS OTHERWISE NOTED.
 - 5) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 6) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 7) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 8) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 9) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 - 10) REFER TO ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.



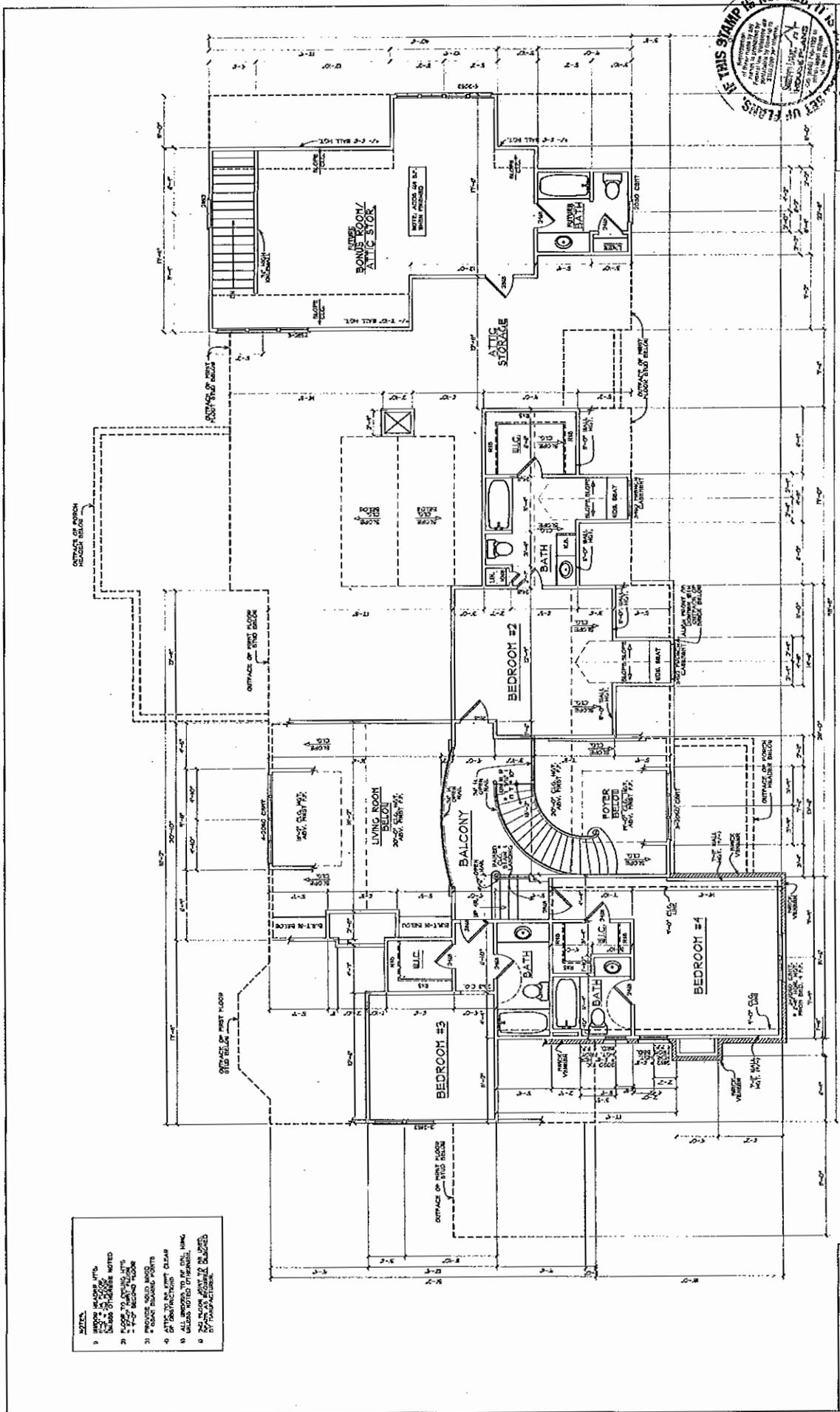
THIS STAMP IS NOT VALID UNLESS IT IS USED IN CONNECTION WITH THE ARCHITECTURAL DRAWINGS OF THIS PROJECT.

BRUNN & COMPANY, LTD.
 ARCHITECTS
 1000 BROADWAY
 NEW YORK, N.Y. 10018
 TEL. 212-693-1234

Project: THE WINDFELD III, Box 00-00-07
 Location: 1000 BROADWAY, NEW YORK, N.Y.
 Date: 10/15/78
 Scale: SECOND FLOOR, 1/4" = 1'-0"
 Sheet No.: 4 of 10

SECOND FLOOR PLAN
 1/4" = 1'-0"

BRUNN & COMPANY, LTD.
 ARCHITECTS
 1000 BROADWAY
 NEW YORK, N.Y. 10018
 TEL. 212-693-1234



Project: THE WETFIELD III, Date: 02-04-07
 City: [unclear]
 Designer: [unclear]
 Sheet Title: SECOND FLOOR, Scale: 1/4" = 1'-0"
 (P) 200-550-1000 Fax (978) 200-1000
 4 of 10

SECOND FLOOR PLAN
 1/4" = 1'-0"

- NOTES:**
1. REFER TO SHEET 01 FOR GENERAL NOTES.
 2. FLOOR FINISHES TO BE NOTED ON EACH ROOM.
 3. PROVIDE SLOPE INDICATED AT EACH ROOM.
 4. ALL DIMENSIONS TO FACE UNLESS NOTED OTHERWISE.
 5. REFER TO SHEET 01 FOR FINISHES.

Architect: [unclear]
 Project: THE WETFIELD III
 City: [unclear]
 Designer: [unclear]
 Sheet Title: SECOND FLOOR, Scale: 1/4" = 1'-0"
 (P) 200-550-1000 Fax (978) 200-1000
 4 of 10

METROPOLITAN RIVER PROTECTION ACT CERTIFICATE

**4506 RIDGEGATE DRIVE
RIVERVIEW ESTATES
LOT 7 BLOCK G; 6TH DISTRICT, LAND LOT 329**

The Mayor and City Council of the City of Peachtree Corners while in Regular Session on February 18, 2014 approved the Application for Metropolitan River Protection Act Certificate (PH2014 001) for the referenced property with the following conditions:

1. Applicant shall file the certificate in the real estate records of Clerk of Superior Court of Gwinnett County.
2. Applicant shall stake limits of land disturbing activity for city approval prior to issuance of the building permit.
3. Applicant shall provide Affidavit confirming as/built conditions prior to issuance of certificate of occupancy.

APPLICANT:	Robert H. King Crowline Homes, LLC
ARC REVIEW:	CONSISTENT
DATE OF CITY COUNCIL HEARING:	FEBRUARY 18, 2014
ACTION TAKEN:	APPROVED WITH CONDITIONS
DATE OF CERTIFICATE:	FEBRUARY 18, 2014

Approved:

Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk



RESOLUTION* NO. _____

A RESOLUTION OF THE _____ OF THE _____ AUTHORIZING THE TO APPLY FOR AND ACCEPT A GATEway GRANT. UPON AWARD OF THE GRANT, THE SHALL ENTER INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the _____ of the _____ beautify and improve various rights of way by landscaping within the _____; and

Whereas, the _____ of the _____ wish to authorize the _____ to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between _____ and the Georgia Department of Transportation.

NOW THEREFORE,
BE IT RESOLVED by the _____ of the _____

Section 1. The _____ of the _____ hereby authorize the _____ to apply for a GATEway Grant. Upon award of the grant, the _____ shall enter into a Mowing and Maintenance Agreement between the _____ and the Georgia Department of Transportation.

Section 2. The City/County Clerk of _____ is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the _____.

APPROVED AND ADOPTED by the _____ of the _____ at the regular meeting assembled this _____ day of _____.

ATTEST:

CITY/COUNTY CLERK

(City Seal)

EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY/COUNTY ATTORNEY

SPONSORED BY: _____ of the _____

* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Maintenance Agreement for the roadside enhancement site.



RESOLUTION* NO. _____

A RESOLUTION OF THE _____ OF THE _____ AUTHORIZING THE TO APPLY FOR AND ACCEPT A GATEway GRANT. UPON AWARD OF THE GRANT, THE SHALL ENTER INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

Whereas, the _____ of the _____ beautify and improve various rights of way by landscaping within the _____; and

Whereas, the _____ of the _____ wish to authorize the _____ to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between _____ and the Georgia Department of Transportation.

NOW THEREFORE, BE IT RESOLVED by the _____ of the _____

Section 1. The _____ of the _____ hereby authorize the _____ to apply for a GATEway Grant. Upon award of the grant, the _____ shall enter into a Mowing and Maintenance Agreement between the _____ and the Georgia Department of Transportation.

Section 2. The City/County Clerk of _____ is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the _____.

APPROVED AND ADOPTED by the _____ of the _____ at the regular meeting assembled this _____ day of _____.

ATTEST:

CITY/COUNTY CLERK

(City Seal)

EXECUTIVE OFFICER

APPROVED AS TO FORM:

CITY/COUNTY ATTORNEY

SPONSORED BY: _____ of the _____

* This Resolution is an anticipatory document to allow the local government entity to be aware they will eventually be required to sign a Maintenance Agreement for the roadside enhancement site.



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: City of Ethics Certification

The Georgia Municipal Association established a 'City of Ethics' certification program and the steps necessary for a community to qualify for this certification.

To earn a "Certified City of Ethics" designation, a city must take two actions:

1. Adopt a resolution (Draft attached) establishing the five ethics principles for the conduct of city officials.

These principles are:

- Serve others, not ourselves
- Use resources with efficiency and economy
- Treat all people fairly
- Use the power of our position for the well- being of our constituents
- Create an environment of honesty, openness and integrity

2. Adopt an ethics ordinance (Draft attached) that meets minimum standards approved by the Georgia Municipal Association Board.

The ordinance must contain definitions, an enumeration of permissible and impermissible activities by elected officials, due process procedures for elected officials charged with a violation of the ordinance and punishment provisions for those elected officials found in violation of the ordinance.

Following their adoption, the resolution and ordinance are sent to GMA. Their Ethics Certification Committee, which is comprised of the Executive Committee of the GMA City Attorneys Section, will then review the documents. If this panel of attorneys determines that both items meet the established requirements, the city will be designated as a "Certified City of Ethics."

(Materials must be submitted by April 30th to be recognized at GMA's Annual Convention held at the end of June; or by the end of November to be recognized at GMA's annual Mayor's Day Conference.)

DRAFT

**A RESOLUTION OF THE CITY OF PEACHTREE CORNERS, GEORGIA
ESTABLISHING AN ETHICS POLICY FOR ELECTED AND APPOINTED
OFFICIALS**

WHEREAS the Board of Directors of the Georgia Municipal Association has established a Certified City of Ethics program; and,

WHEREAS the City of Peachtree Corners wishes to be certified as a Certified City of Ethics under the GMA Program; and,

WHEREAS part of the certification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- * **Serve Others, Not Ourselves**
- * **Use Resources With Efficiency and Economy**
- * **Treat All People Fairly**
- * **Use The Power of Our Position For The Well Being Of Our Constituents**
- * **Create An Environment Of Honesty, Openness And Integrity**

SO RESOLVED AND EFFECTIVE, this the ____ day of _____, 2014.

Approved:

Mike Mason, Mayor

Attest:

Kym Chereck, City Clerk

Seal

DRAFT

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO PROVIDE A NEW CODE SECTION _____, ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Peachtree Corners, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs and local government; and

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

WHEREAS, the governing authority deems it essential to the proper operation of democratic government that the public officials be, and give the appearance of being, independent, impartial, and responsible to the people; that governmental decisions and policies be made in the proper channels of the governmental structure; and that public office not be used for personal gain; and

WHEREAS such measures are necessary to provide the public with confidence in the integrity of its government.

NOW THEREFORE it is the policy of the city that its officials, employees, appointees, and volunteers conducting official city business:

- Serve others and not themselves;
- Be independent, impartial and responsible;
- Use resources with efficiency and economy;
- Treat all people fairly;
- Use the power of their position for the well-being of their constituents; and
- Create an environment of honesty, openness and integrity.

AND, FURTHER, THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS HEREBY ORDAIN AS FOLLOWS:

Section 1.

That the Code of Ordinances of the City of Peachtree Corners, Georgia is hereby amended by adding sections to be numbered _____, Code of Ethics, which said sections read as follows:

Sec. ____ PURPOSE

The purpose of this code of ethics is to:

- (a) Encourage high ethical standards in official conduct by city officials;
- (b) Establish guidelines for ethical standards of conduct for all such officials by setting forth those acts or actions that are incompatible with the interest of the city;
- (c) Require disclosure by such officials of private financial or other interest in matters affecting the city; and
- (d) Serve as a basis for disciplining those who refuse to abide by its terms.

Sec. ____ SCOPE

The provisions of this code of ethics shall be applicable to all elected and appointed city officials. Notwithstanding anything herein to the contrary, state law and the charter of the city shall be controlling in the event of an actual conflict with the provisions of this code of ethics. This ordinance shall be interpreted to supplement, and not replace, said provisions of state law and the charter.

Sec. ____ DEFINITIONS

Solely for the purpose of this code of ethics:

- (a) City official or official, unless otherwise expressly defined does not include city employees but does mean the mayor, members of the city council, municipal court judges (including substitute judges), city manager, city clerk, city attorney, and all other persons holding positions designated by the city charter, as amended. The term "city official" also includes all individuals, including city employees, appointed by the mayor and/or city council as appropriate to city authorities, commissions, committees, boards, task forces, or other bodies which can or may

vote or take formal action or make official recommendations to the mayor and/or city council.

(b) Decision means any ordinance, resolution, contract, franchise, formal action or other matter voted on by the city council or other city board or commission, as well as the discussions or deliberations of the council, board, or commission which can or may lead to a vote or formal action by that body.

(c) Employee means any person who is a full-time or part-time employee of the city.

(d) Immediate family means the spouse, mother, father, grandparent, brother, sister, son or daughter of any city official related by blood, adoption or marriage. The relationship by marriage shall include in-laws.

(e) Incidental interest means an interest in a person, entity or property which is not a substantial interest as defined herein and which has insignificant value.

(f) Remote interest means an interest of a person or entity, including a city official, which would be affected in the same way as the general public. For example, the interest of an official in the property tax rate, general city fees, city utility charges or a comprehensive zoning ordinance or similar matters is deemed remote to the extent that the official would be affected in common with the general public.

(g) Substantial interest means an interest, either directly or through a member of the immediate family, in another person or entity, where:

(1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or

(2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed

(a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or

(b) ten percent of the recipient's gross income during that period, whichever is less;

- (3) the person serves as a corporate officer or member of the board of directors or other governing board of a for-profit entity other than a corporate entity owned or created by the city council; or
- (4) the person is a creditor, debtor, or guarantor of the other person or entity in an amount of \$5,000.00 or more.

Sec. ____ PROHIBITIONS

- (a) No city official shall use such position to secure special privileges or exemptions for himself or herself or others, or to secure confidential information for any purpose other than official duties on behalf of the city.
- (b) No city official, in any matter before the council or other city body, relating to a person or entity in which the official has a substantial interest, shall fail to disclose for the record such interest prior to any discussion or vote or fail to recuse himself/herself from such discussion or vote as applicable.
- (c) No city official shall act as an agent or attorney for another in any matter before the city council or other city body.
- (d) No city official shall directly or indirectly receive, or agree to receive, any compensation, gift, reward, or gratuity in any matter or proceeding connected with, or related to, the duties of his office except as may be provided by law.
- (e) No city official shall enter into any contract with, or have any interest in, either directly or indirectly, the city except as authorized by state law.
 - (i) This prohibition shall not be applicable to the professional activities of the city attorney in his or her work as an independent contractor and legal advisor on behalf of the city.
 - (ii) This prohibition shall not be applicable to an otherwise valid employment contract between the city and a city official who is not elected (such as, by way of example, a city manager, city administrator or chief of police).
 - (iii) Any official who has a proprietary interest in an agency doing business with the city shall make that interest known in writing to the city council and the city clerk.

- (f) All public funds shall be used for the general welfare of the people and not for personal economic gain.
- (g) Public property shall be disposed of in accordance with state law.
- (h) No city official shall solicit or accept other employment to be performed, or compensation to be received, while still a city official if the employment or compensation could reasonably be expected to impair such official's judgment or performance of city duties.
- (i) If a city official accepts or is soliciting a promise of future employment from any person or entity who has a substantial interest in a person, entity or property which would be affected by any decision upon which the official might reasonably be expected to act, investigate, advise, or make a recommendation, the official shall disclose the fact to the city council and shall recuse himself/herself and take no further action on matters regarding the potential future employer.
- (j) No city official shall use city facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.
- (k) No city official shall grant or make available to any person any consideration, treatment, advantage or favor beyond that which it is the general practice to grant or make available to the public at large.
- (l) A city official shall not directly or indirectly make use of, or permit others to make use of, official information not made available to the general public for the purpose of furthering a private interest.
- (m) A city official shall not use his or her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to such official or persons within the official's immediate family, or those with whom the official has business or financial ties amounting to a substantial interest.
- (n) A city official shall not order any goods and services for the city without prior official authorization for such an expenditure. No city official shall attempt to obligate the city nor give the impression of obligating the city without proper prior authorization.

(o) No city official shall draw travel funds or per diem from the city for attendance at meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

(p) No city official shall attempt to unduly influence the outcome of a case before the Municipal Court of the City of Peachtree Corners nor shall any city official engage in ex parte communication with a municipal court judge of the City of Peachtree Corners on any matter pending before the Municipal Court of the City of Peachtree Corners.

Sec. ____ CONFLICT OF INTEREST

(a) A city official may not participate in a vote or decision on a matter affecting an immediate family member or any person, entity, or property in which the official has a substantial interest.

(b) A city official who serves as a corporate officer or member of the board of directors of a nonprofit entity must disclose their interest in said entity to the mayor and council prior to participating in a vote or decision regarding funding of the entity by or through the city.

(c) Where the interest of a city official in the subject matter of a vote or decision is remote or incidental, the city official may participate in the vote or decision and need not disclose the interest.

Sec. ____ BOARD OF ETHICS

Select Alternative A, B, C or D or draft another suitable alternative.

If Alternative D is chosen, subsections (b) through (f) may be omitted. Alternative D can also be used in conjunction with one of the other alternatives to hear complaints against any member of the Board of Ethics or when the Board of Ethics cannot convene because appointed members of the Board of Ethics have conflicts of interest in hearing the matter.

Alternative A

(a) *The Board of Ethics of the City shall consist of three (3) residents of the City, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and*

approved by a majority of the city council.

Alternative B

(a) The Board of Ethics shall consist of three (3) residents of the City, one appointed by the mayor, one appointed by the council, and the third appointed by the two named Board members and approved by a majority of the city council. The third member of the Board of Ethics shall be a member in good standing of the State Bar of Georgia.

Alternative C

(a) The Board of Ethics of the City shall be composed of three (3) residents of the City to be appointed as follows: the mayor and councilmembers shall each designate one (1) qualified citizen to provide a pool of _____ number of individuals who have consented to serve as a member of such Board of Ethics and who will be available for a period of two (2) years to be called upon to serve in the event a Board of Ethics is appointed. The City Clerk shall maintain a listing of these qualified citizens. Upon receipt of a properly verified complaint and timely forwarding of that complaint to the city official charged in the complaint, the Mayor and Council, at the next regularly scheduled public meeting or at a specially called public meeting, shall draw names randomly from the listing of qualified citizens until three (3) members of the Board of Ethics have been appointed. Such Board will elect one of its members to serve as chair.

Alternative D

(a) The Municipal Court of the City of Peachtree Corners shall hear and render decisions on all proper verified complaints filed under this ordinance.

(b) All members of the Board of Ethics shall be residents of the city for at least one (1) year immediately preceding the date of taking office and shall remain a resident while serving on the Board.

(c) All members of the Board of Ethics shall serve a ____-year term.

(d) No person shall serve as a member of the Board of Ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract or contracting opportunity with the city or has been employed by the City.

(e) Members of the Board of Ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the Board of Ethics for that complaint. An alternate member of the Board of Ethics shall be selected in the same manner as the disqualified individual.

(f) The members of the Board of Ethics shall serve without compensation. The city council shall provide meeting space for the Board of Ethics and, subject to budgetary procedures and requirements of the City, such supplies and equipment as may be reasonably necessary for the Board to perform its duties and responsibilities.

(g) No person shall serve on the Board of Ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.

(h) No person shall serve on the Board of Ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the Board of Ethics, or who is not qualified to be a registered voter in the City of Peachtree Corners.

(i) Upon appointment, members of the Board of Ethics shall sign an affidavit attesting to their qualification to serve as a member of the Board of Ethics.

(j) Members of the Board of Ethics may be removed by majority vote of the city governing authority.

OR

(j) Members of the Board of Ethics may be removed by majority vote of the city governing authority for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the Board of Ethics.

Sec. ____ RECEIPT OF COMPLAINTS

Select Alternative A, B, C or D or draft another suitable alternative. If Alternative D is chosen, conform the language in the following sections by substituting "municipal court" for "board."

Alternatives A & B

(a) All complaints against city officials shall be filed with the Board of Ethics, who may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council or the Board of Ethics. Upon receipt of a complaint in proper form, the chair of the Board of Ethics shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven (7) calendar days.

Alternative C

(a) All complaints against city officials shall be filed with the city clerk, who will give it to the Mayor and Council. The Mayor and Council may require that oral complaints, and complaints illegibly or informally drawn, be reduced to a memorandum of complaint in such form as may be prescribed by the city council. Upon receipt of a complaint in proper form, the city clerk or the clerk's designee shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven (7) calendar days.

Alternative D

(a) All complaints against city officials shall be filed with the clerk of the Municipal Court of the City of Peachtree Corners. Upon receipt of a complaint in proper form, the municipal court clerk shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven (7) calendar days.

(b) All complaints shall be submitted and signed under oath, shall be legibly drawn and shall clearly address matters within the scope of this ordinance.

(c) Upon receipt of a complaint in proper form, the Board shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Board of Ethics is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not

deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the Board of Ethics is empowered to collect evidence and information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

(d) Upon completion of its investigation of a complaint, the Board of Ethics is empowered to dismiss in writing those complaints which it determines are unjustified, frivolous, patently unfounded or which fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Board of Ethics shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official.

(e) The Board of Ethics is empowered to conduct investigations, to take evidence, and to hold hearings to address the subject matter of a complaint.

(f) The Board of Ethics is empowered to adopt forms for formal complaints, notices, and any other necessary or desirable documents within its jurisdiction where the city council has not prescribed such forms.

(g) Findings of the Board of Ethics shall be submitted to the City Council for action.

Some elected officials raised concerns about potential misuse of the ethics complaint process for political purposes. The governing authority may elect to remain silent on this issue and allow local ethics complaints to be filed and processed at any time or the governing authority may consider Alternative A or B below or draft another suitable alternative.

Alternative A

(h) To discourage the filing of ethics complaints solely for political purposes, complaints will not be accepted against a person seeking election as a city official, whether currently serving as a city official or not, from the date qualifying opens for the elected office at issue through the date the election results for that office are certified. The time for filing complaints will not run during this period. Properly filed complaints will be accepted and

processed after the election results have been certified.

Alternative B

(h) To discourage the filing of ethics complaints solely for political purposes, ethics complaints against a person seeking election as a city official, whether currently serving as a city official or not, which are filed between the date of qualifying for municipal office and the date of certification of the election results will be held and will not be processed until the election results for that office have been certified.

Sec. ____ SERVICE OF COMPLAINT

The city clerk or Board of Ethics as appointed herein set forth shall cause the complaint to be served on the city official charged as soon as practicable but in no event later than seven (7) calendar days after receipt of a proper, verified complaint. Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery. A hearing shall be held within sixty (60) calendar days after filing of the complaint. The Board of Ethics shall conduct hearings in accordance with the procedures and regulations it establishes but, in all circumstances, at least one hearing shall include the taking of testimony and the cross-examination of available witnesses. The decision of the Board of Ethics shall be rendered to Mayor and Council within seven (7) calendar days after completion of the final hearing. At any hearing held by the Board of Ethics, the city official who is the subject of inquiry shall have the right to written notice of the hearing and the allegations at least seven (7) calendar days before the first hearing, to be represented by counsel, to hear and examine the evidence and witnesses and, to oppose or try to mitigate the allegations. The city official subject to the inquiry shall have also have the right but not the obligation of submitting evidence and calling witnesses. Failure to comply with any of time deadlines in this section of the ordinance shall not invalidate any otherwise valid complaint or in any way affect the power or jurisdiction of the Board of Ethics or the city council to act upon any complaint.

Sec. ____ RIGHT TO APPEAL

(a) Any city official or complainant adversely affected by the findings or recommendations of the Board of Ethics may obtain judicial review of such decision as provided in this Section.

(b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of X County within thirty (30) days after the decision of the Board of Ethics. The filing of such application shall act as supersedeas.

Sec. ____ PENALTY

Any person violating any provision of this article is subject to:

- (a) Public reprimand or censure by the city council; or
- (b) Request for resignation by the city council.”

Section 2.

The sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any section, subsection, paragraph, sentence, clause or phrase shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining section, subsections, paragraphs, sentences, clauses and phrases of this ordinance.

Section 3.

All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 2014.

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

(SEAL)



CITY OF PEACHTREE CORNERS DOWNTOWN DEVELOPMENT AUTHORITY REQUEST FOR PROPOSAL

Issue Date: 2/20/14	RFP Number: 2014-001	RFP Title: Town Center LCI
RFP Due Date and Time: Thursday, 03/13/14 11 AM, Local Time		City Contact: Diana Wheeler dwheeler@peachtreecornersga.org

INSTRUCTIONS TO RESPONDENTS

Return Proposal to: City of Peachtree Corners City Hall 147 Technology Parkway Suite 200 Peachtree Corners, GA 30092	Mark Face of Envelope/Package: Respondent's Name and Address RFP 2013-001 DDA Property RFP Due Date & Time: 03/13/14 11 AM
	Special Instructions: Submit 16 copies of all documents

RESPONDENTS MUST COMPLETE THE FOLLOWING

Respondent Name/Address:	Authorized Respondent Signatory: (Please print name and sign in ink)
Respondent Phone Number(s):	Respondent FAX Number:
Respondent Federal I.D. Number:	Respondent E-mail Address and website address (if available):
Primary Contact Person Name:	Primary Contact Person E-mail Address:

RESPONDENTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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1. SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	02/20/14
Deadline for Receipt of E-Mail Questions from Respondents.....	03/07/14
Deadline for Posting of Written Answers to City Website	03/10/14
RFP Response Due Date.....	03/13/14
Completion of Response Review.....	03/24/14
Interviews (if required).....	03/31/14
Award	04/15/14

2. PURPOSE OF RFP

The City of Peachtree Corners, Gwinnett County's newest and largest city, is a community comprised of quality homes and businesses located within easy access of Atlanta and all of its major roadways. Although the city is new, the area within its boundaries has a long history of planned, quality growth that has attracted major corporations in a variety of industries.

The City recently completed its first Comprehensive Plan. One important finding resulting from that effort is that a key community feature is lacking within the city. This essential community component is a Town Center, a place that would serve as the 'heart of the community'. While the City has a strong commercial

corridor along Peachtree Parkway complete with a lifestyle center, retail shops, restaurants, hotels, and offices, the City lacks a defined 'downtown' or 'town center'.

The City appealed to the Atlanta Regional Commission to help remedy this situation and the ARC responded by awarding the City a Livable Centers Initiative (LCI) Study grant. The City is now seeking proposals from professional consulting firms experienced with the Atlanta Regional Commissions Livable Centers Initiative (LCI) Study program to undertake the preparation of a study primarily focused on the City's Central Business District, the area of Peachtree Parkway generally located between Medlock Bridge Road and Holcomb Bridge Road (see attached map). Responding firms should have experience in all areas of expertise required by the scope of services including but not limited to transportation planning/design, land use analysis, economic development, marketing, retail analysis, and project costing/prioritization. Qualified firms should also have expertise in facilitating public meetings and building consensus from multiple public and private interests related to the project.

3. SCOPE OF PROJECT

The successful project will combine professional expertise with community desires to produce a plan that delineates a distinct, recognizable Town Center for Peachtree Corners. The Town Center should include traditional components such as a central gathering area for outdoor events, pedestrian pathways connected to retail and restaurants, and the incorporation of entertainment and art. The Town Center should define the aesthetic character of the community and convey the imagery of an authentic downtown.

In addition to a plan document, the project should also include:

1. Design guidelines for buildings, public spaces, signs, landscaping, street furniture, and focal point features.
2. A market analysis which identifies the types and amounts of commercial uses, particularly retail, needed and which could be supported by the community.
3. Appropriate types and locations for mixed-use developments within the Town Center.
4. A multi-modal connectivity plan that ties various components of the plan to each other and to public spaces.
5. Recommendations for implementing the plan.

4. SPECIFIC TASKS

The consultant firm overseeing this project will be responsible for the following tasks:

1. Facilitate Public Participation and Gather Community Input.
 - a. Oversee a steering committee and conduct three community meetings
 - b. Establish an on-line survey for the City's website
2. Perform a Market Analysis
 - a. Assess existing conditions and develop an inventory of buildings, vacant land, and other resources.
 - b. Evaluate current and forecast market conditions for the greater market area.

- c. Analyze supply and demand by use type.
 - d. Estimate potential demand and forecast the subject area's capture of that demand over the next five years.
3. Develop a Plan
 - a. Assess existing conditions through SWOT analysis.
 - b. Identify land use issues and opportunities for redevelopment.
 - c. Identify roadway / transportation issues and opportunities for connectivity.
 - d. Develop a concept plan that, to the greatest extent practical, combines successful planning principals with best design practices, the community input received, and the results of the market analysis.
 4. Create Design Guidelines
 - a. Develop a palette of materials, colors, products, and specifications to give the Town Center a distinct and recognizable appearance with clearly defined features and attributes.
 5. Recommend Strategies for Implementing the Plan
 - a.) Identify level of market opportunity and depth by land use and type;
 - b.) Identify the appropriate mix of commercial, residential, and mixed-use development for the study area including locations;
 - c.) Identify the square footage of office and retail space that could be sustained by the community within the study area;
 - d.) Recommend incentives for properties identified for redevelopment.

5. QUALIFICATIONS AND EVALUATION FACTORS

The successful consultant should have proven town center design experience along with a record of excellence. In addition, the consultant should provide the following:

- (1) History of firm and resources
- (2) Key personnel/qualifications and percentage of time key staff will be assigned to the project
- (3) Proposed subcontractors and their qualifications
- (4) Project Approach
- (5) LCI experience, including specific projects completed by the firm
- (6) Examples of comparable projects
- (7) Current workload
- (8) References
- (9) Fee proposal

The City will evaluate proposals based on the qualifications and capability of the consultant firm, as follows:

Team Qualifications and Organization	30%
Project Approach	20%
Previous Comparable Experience	30%
<u>Project Fee</u>	<u>20%</u>
Total	100%

6. KEY REQUIREMENTS

A. Proposal Deadline.

All proposals must be received by 11:00AM Thursday, March 13, 2014 to be considered. There will be no exceptions made. Sixteen (16) identical hard copies must be submitted to the City of Peachtree Corners and delivered to: City of Peachtree Corners, City Hall, 147 Technology Parkway, Peachtree Corners, Georgia, 30092. **Please call 678-691-1204 if you wish to submit your proposal in advance of Thursday, March 13, 2014 in order to make arrangements to have someone available to receive your proposal.**

B. Public Information Notification.

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFP to be non-proprietary and non-confidential and, therefore, subject to public disclosure under Georgia Law once the contract is awarded.

C. Format of Proposal should be organized in the manner stipulated below:

- 1) Report Cover (optional)
- 2) RFP mandatory Cover Sheet (completed)
- 3) Table of Contents
- 4) Tabbed Dividers -Each proposal should have tabbed dividers separating each of the following six sections and matching the following headings:

Section #1: *Team Information.* Provide firm name, address, telephone number, e-mail addresses, and firm web addresses. Include this information for any subcontractor, as well. Also note the years the firms have been in business, names of principals in firms, organizational description and the primary contact person for this project.

Section #2: *Letter of Interest*

Section #3: *Proposed Approach* – Describe the objectives of the project and how they will be achieved by the consultant including descriptions that detail the components of the project.

Section #4: *Proposed Project Timeline*- Include a timeline from anticipated start date of May 1, 2014 to project completion. Identify current workload and time commitments to other projects.

Section #5: *Comparable Experience* – Include documents showing previous, comparable projects and note team member’s participation in each project. Identify those that were LCI projects. Include references familiar with the projects.

Section #6: *Fee Proposal* – Identify fee associated with each of the major project tasks to be completed.

7. QUESTIONS AND RESPONSES

- Questions, requests for clarification or interpretation of any section within this RFP must be addressed by e-mail to dwheeler@peachtreecornersga.org on or before **03/07/14**. Each inquiry must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

The City will provide by **03/10/14**, a response to all questions received by the above noted deadline. The City's response will be by e-mail posting on the City's website. (<http://cityofpeachtreecornersga.com>). Answers to e-mail questions will be posted as soon after they are received as possible with every effort made to post responses no later than the day after questions are received.

- Any addenda to this RFP will also be posted on the City's website.
- Although there are no pre-proposal meetings scheduled, the City reserves the right to call a pre-proposal meeting if deemed necessary. Notification of any such meeting will be posted on Peachtree Corners' website at least 48 hours in advance of the meeting. In addition, individuals who want to be notified may send an e-mail to dwheeler@peachtreecornersga.org requesting e-mail notification.
- Respondents may *not* contact City officials concerning any aspect of this RFP. All inquiries regarding this RFP must be directed to Diana Wheeler at dwheeler@peachtreecornersga.org.

8. SELECTION PROCESS

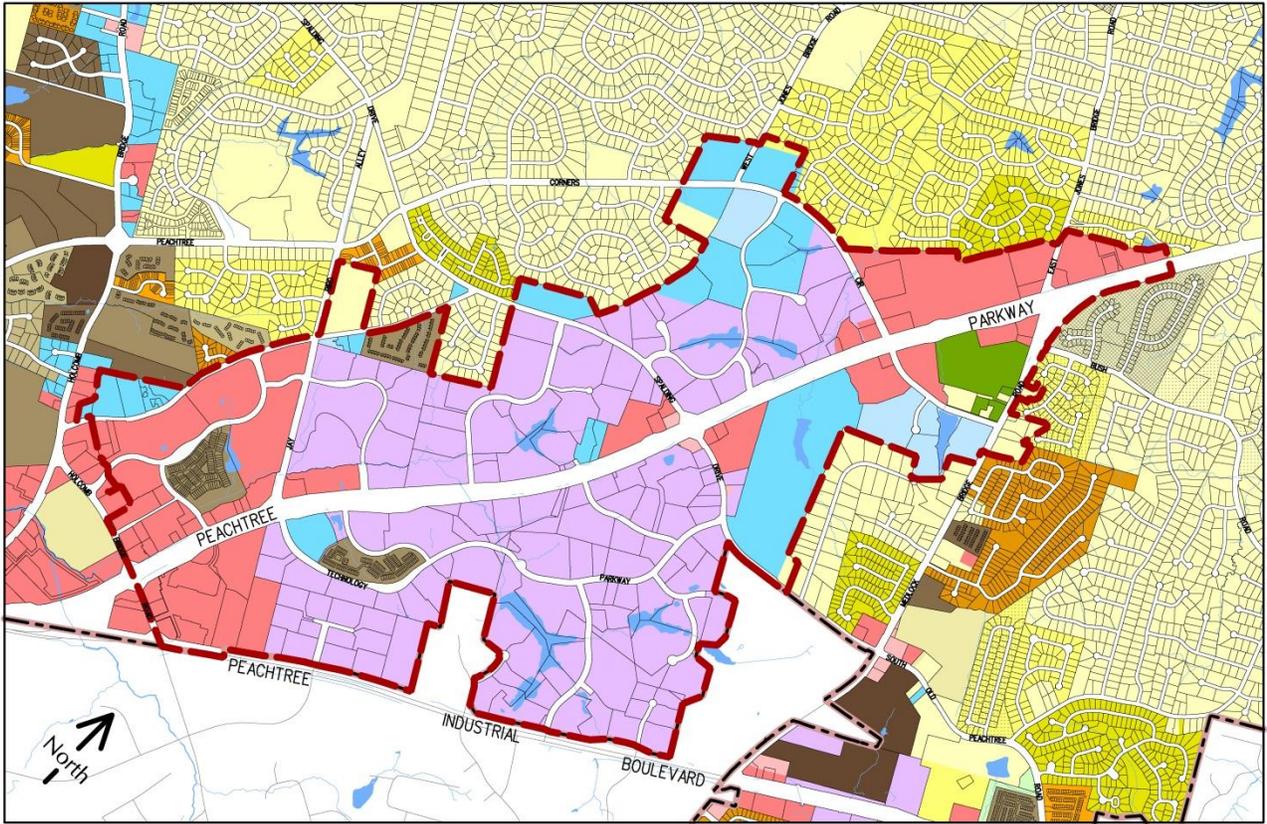
- The City' Downtown Development Authority (DDA), acting as a recommending board, will evaluate the proposals received, following the application deadline. The DDA expects to shortlist firms that demonstrate their capability and experience to undertake and complete the Project. The DDA may arrange to interview firms before making a final recommendation. The DDA may require additional information after the review of the initial information received.

- Following its evaluation, the DDA will make its recommendation of the first and second ranked firms to the City Council.
- The City Council is expected to award the contract at its regular meeting on 04/15/14. (Pursuant to ARC approval and release of funds.)

9. ADDITIONAL INFORMATION / SUPPLEMENTARY PROVISIONS

- A. Responding to this RFP constitutes understanding and agreement to methods of evaluation and selection.
- B. The City reserves the right to reject any and all proposals or to contract with the respondent it deems would be best able to satisfy the requirements and qualifications set forth previously. The criteria used in the selection process will be at the sole discretion of the City.
- C. This Project shall be coordinated through Peachtree Corners' Community Development Department.
- D. The terms contained in this RFP shall be incorporated into the final contract.

Peachtree Corners Town Center Livable Centers Initiative Study Area



AGREEMENT

STATE OF GEORGIA

COUNTY OF _____

This Agreement made and entered into the ____ day of _____, 20____ between the GEORGIA MUNICIPAL ASSOCIATION Inc. ("GMA") and the CITY OF PEACHTREE CORNERS, Georgia (the "City").

WITNESSETH: That for the promises and consideration hereinafter set forth, GMA and the City agree that:

1. GMA is authorized to, and will make the necessary investigations or take such action as may be required in its judgment to collect unpaid, escaped and delinquent privilege or occupational license taxes and fees ("Taxes") from corporations, firms or associations transacting insurance business in the City, under the requirements of the ordinance of said City, and Georgia law.
2. The City shall not incur any expense or liability in connection with such investigation and collection except as hereinafter set forth.
3. GMA, at its expense, will write all necessary letters and assume all other expenses incurred in the collection of the Taxes, including legal expenses. GMA is hereby authorized if it deems necessary, but not obligated, to employ at its expense legal counsel and other persons. The City agrees to cooperate with GMA in such action as may be reasonably required to collect the Taxes.
4. In order to defray the cost of the investigation, legal expenses and collection of the Taxes, GMA shall be entitled to 50% of all amounts of such delinquent and escaped Taxes recovered and the remaining 50% shall be remitted periodically to the City accompanied by itemized statements. In the event that Taxes collected through the efforts of GMA are paid directly to the City, GMA shall receive credit in accord with this formula. GMA shall receive no compensation for Taxes collected in subsequent years on payments received from billings by the City to companies from which GMA has collected under this Agreement.
5. During the term of this Agreement, the City shall notify GMA of any payments or compromise settlements received by the City of such delinquent Taxes due from insurance corporations, firms or associations, and forward any correspondence received in connection with such delinquent Taxes to GMA for further investigation and handling; and shall otherwise provide such information as may be reasonably necessary for the collection efforts and requested by GMA
6. This Agreement shall remain in full force and effect until terminated by either party upon giving at least ninety (90) days notice in writing to the other party.
7. Georgia Security and Immigration Compliance Act

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor.

Contractor attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of the contract.

Contractor agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, Contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall be made a part of the contractor/subcontractor agreement."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and their seals affixed the day and year first above written.

GEORGIA MUNICIPAL ASSOCIATION, Inc.

CITY OF PEACHTREE CORNERS, GEORGIA

By: _____

By: _____

Its: _____

Its: _____



EXHIBIT A

GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia under a contract with City of Peachtree Corners, has registered with, is authorized to use and uses 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. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371 Federal Work Authorization User Identification Number November 26, 2007 Date of Authorization

Collection/Discovery of Business Insurance License Fees Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on _____, ____ 20____, in Atlanta (city), Georgia (state).

BY: GMA Authorized Officer or Agent Date

Lamar Norton, Executive Director Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20____

Notary Public My Commission Expires: