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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

February 27, 2017

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 17, 2017 & February 21, 2017

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) PRESENTATIONS AND REPORTS

1. **Mayor Mason** Presentation of the vision award to Morgan Drake
2. **Diana Wheeler** Staff Activity Report
3. **Greg Ramsey** Staff Activity Report
4. **Diana Wheeler** Innovation Hub Master Plan project overview – MDX consultants
5. **Greg Ramsey** Comprehensive Transportation Plan presentation – Pond & Co.

I) CONSENT AGENDA

1. **APH 2017-02-048** Approval of Alcoholic Beverage License Application for Hubbell & Hudson Management, LLC dba Black Walnut Café, 5242 Peachtree Parkway, Peachtree Corners, GA 30092.
2. **APH 2017-02-049** Approve the application for Consumption on Premise, Beer, Wine, and Sunday Sales Beverage License for S & F Group, LLC dba Lon U 5005 Peachtree Pkwy, Ste 860.

J) OLD BUSINESS

- 1. O2017-01-84
Diana Wheeler** PH2016-008 Holcomb Bridge Road Corridor Redevelopment Overlay. Second Read and Consideration of amending the zoning code in order to add Sec. 1320 to establish regulations for the redevelopment of property within the Holcomb Bridge Road Corridor.

K) NEW BUSINESS

- 1. Greg Ramsey** Consideration of a construction contract with the most responsive bidder for PTC 16.04, LMIG Sidewalk Installation for Technology Parkway & Jay Bird Alley.
- 2. Greg Ramsey** Consideration of a contract with an On Call Consultant for PTC 17.01, LMIG 2017 Sidewalks for Corners Pkwy., Technology Pkwy. South, Peachtree Corners Cir. & Frank Neely Rd.
- 3. R2017-02-73
Brian Johnson** Resolution in support of House Bill 369.

L) EXECUTIVE SESSION – Real Estate

M) ADJOURNMENT

Minutes
2017-01-17
&
2017-02-21

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CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
JANUARY 17, 2017 @ 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	Brian Johnson
City Clerk	Kym Chereck
Com. Dev. Director	Diana Wheeler
City Attorney	Bill Riley
City Attorney	Joe Leonard
Public Works Director	Greg Ramsey
Finance Director	Brandon Branham

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

MAYOR'S OPENING REMARKS: Mayor Mason welcomed Boy Scout Pack 575 to the Council Meeting.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE DECEMBER 20, 2016 COUNCIL MEETING.

By: Council Member Sadd

Seconded by: Council Member Christopher

2017-01-17

Council Meeting Minutes

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

MOTION TO APPROVE THE MINUTES FROM THE JANUARY 11, 2017 SPECIAL CALLED COUNCIL MEETING.

By: Council Member Sadd

Seconded by: Council Member Gratwick

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

CONSIDERATION OF MEETING AGENDA: There were no changes.

PUBLIC COMMENT: There was no public comment.

PRESENTATIONS AND REPORTS:

Staff Activity Report – Community Development

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of December 16, 2016 – January 16, 2017. These activities included, among other items, meetings with MXD consultants to define the program and timeline for the Innovation Hub masterplan, meeting with Fuqua Development and attorneys to finalize agreements in preparation for the 2/28/17 closing, and meeting with Colonial Pipeline to discuss Multi-use trail issues.

Staff Activity Report – Public Works

Greg Ramsey, Public Works Director, provided his report on staff activities that occurred in the period ending with January 6, 2017. These activities included, among other items, a preconstruction meeting concerning the intersection at Jimmy Carter and Holcomb Bridge Road, and a meeting concerning the bid opening for sidewalk construction at Technology Parkway and Jay Bird Alley.

CONSENT AGENDA:

APH 2017-01-043

Approval of Alcoholic Beverage License Application for La Confianza Mart, LLC dba Express Supermercado, 3330 Peachtree Corners Circle, Suite G, Peachtree Corners, GA 30092. Applicant Noordin Bhimani is applying for

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Packaged Beer, Wine & Sunday Sales License.

MOTION TO APPROVE APH 2017-01-043.

By: Council Member Gratwick

Seconded: Council Member Christopher

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

APH 2017-01-045

Approval of Alcoholic Beverage License Application for ALDI, Inc. (GEORGIA) dba ALDI, Inc. (GEORGIA) # 02, 6135 Peachtree Parkway, Peachtree Corners, GA 30092. Applicant Jennifer Fontana is applying for Packaged Beer, Wine & Sunday Sales License.

MOTION TO APPROVE APH 2017-01-045.

By: Council Member Gratwick

Seconded: Council Member Christopher

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

APH 2017-01-046

Approval of Alcoholic Beverage License Application for Gold Coast Meridian, LLC dba Cafe Songhai, 3380 Holcomb Bridge Rd, Suite 1, Peachtree Corners, GA 30092. Applicant Matthew Owusu is applying for Packaged Beer, Wine & Sunday Sales License.

MOTION TO APPROVE APH 2017-01-046.

By: Council Member Gratwick

Seconded: Council Member Christopher

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

OLD BUSINESS:

O2016-12-83

Second Read and Consideration of SUP2016-005, King David Adult Day Care Center, request for a special use permit to allow an adult day care center in an O-I, Office-Institution, zoning district on a portion of a 7.15-acre site located at 6991 Peachtree Industrial Blvd. (Bldg. 600) in Dist. 6, Land Lot 277, Peachtree Corners, GA.

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MOTION TO APPROVE O2016-12-83 WITH NO CHANGES.

By: Council Member Sadd

Seconded: Council Member Christopher

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

NEW BUSINESS:

ACTION ITEM

Consideration of fixing qualifying fees for the November 7, 2017 Election.

MOTION TO APPROVE THE FIXING OF QUALIFYING FEES FOR THE NOVEMBER 7, 2017 ELECTION.

By: Council Member Christ

Seconded: Council Member Wright

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

ACTION ITEM

Consideration of approval of amended 2017 Meeting Calendar.

MOTION TO APPROVE THE AMENDED MEETING CALENDAR AS PRESENTED IN THE COUNCIL PACKET.

By: Council Member Gratwick

Seconded: Council Member Christopher

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

O2017-01-84

PH2016-008 Holcomb Bridge Road Corridor Redevelopment Overlay. First Read and Consideration of amending the zoning code in order to add Sec. 1320 to establish regulations for the redevelopment of property within the Holcomb Bridge Road Corridor. (2nd Read and public hearing on February 21, 2017)

WORK SESSION:

Preliminary trail design

Matt Cherry, Senior Associate with Lord Aeck Sargent, gave a presentation on

2017-01-17

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preliminary trail design options, which included pedestrian safety and pedestrian crossings.

Holcomb Bridge Corridor Redevelopment Overlay discussion

Diana Wheeler, Community Development Director, discussed the Holcomb Bridge Road overlay standards. It was discussed, among other things, that the oldest units be improved first.

City Manager Update

Brian Johnson, City Manager, gave an update on language contained in the Fire Arms Ordinance, and also informed the Mayor and Council of a billing discrepancy with Georgia Power.

EXECUTIVE SESSION:

MOTION TO GO INTO EXECUTIVE SESSION FOR ONE REAL ESTATE ITEM.

By: Council Member Christopher

Seconded by: Council Member Sadd

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

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Christopher

Seconded by: Council Member Sadd

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

NEW BUSINESS:

MOTION TO AMEND THE AGENDA TO AUTHORIZE THE MAYOR AND CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE FOR A PUBLIC BUILDING.

By: Council Member Christopher

Seconded by: Council Member Gratwick

Vote: (6-0-1) (Christopher, Gratwick, Mason, Sadd, Wright, Aulbach) (Christ abstained)

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ADJOURNMENT:

MOTION TO ADJOURN AT 10:04 PM.

By: Council Member Sadd

Seconded by: Council Member Gratwick

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)



CITY OF PEACHTREE CORNERS
SPECIAL CALLED COUNCIL MEETING MINUTES
FEBRUARY 21, 2017 @ 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	Brian Johnson
City Clerk	Kym Chereck
City Attorney	Bill Riley
City Attorney	Joe Leonard
Com. Dev. Director	Diana Wheeler
Finance Director	Brandon Branham

EXECUTIVE SESSION:

MOTION TO GO INTO EXECUTIVE SESSION FOR ONE REAL ESTATE ITEM.

By: Council Member Christopher

Seconded by: Council Member Aulbach

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

MOTION TO COME OUT OF EXECUTIVE SESSION.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

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ADJOURNMENT:

MOTION TO ADJOURN AT 8:42 PM.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk
(Seal)

Staff Report

D. Wheeler



Memo

TO: Mayor and Council

FROM: Diana Wheeler, Community Development Director

CC: Brian Johnson, City Manager

DATE: February 27, 2017

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 1/27/17 – 2/17/17.

- A. Meetings with:
1. Attorneys and consultants to finalize agreements in preparation for 2/28 closing.
 2. Atlanta Paving representative to discuss upcoming rezoning application.
 3. Broker regarding potential Holcomb Bridge Corridor project.
 4. LAS to discuss Multi-use trail design.
 5. Green Committee to plan for Arbor Day event (Peachtree Corner Elementary, 3/24 at 3:30PM)
 6. Arts Master Plan consultant to plan for first Arts Community Meeting 3/6 at Corner Bakery at 5:30PM.

B. The following permit applications were received:

NAME	ADDRESS	TYPE
PP17-0095	ZURN PLUMBING 5155 WENWORTH DR	PLUMBING
PP17-0096	DR. ROOF ATLANTA 3982 GUNNIN RD	RE-ROOF
PP17-0097	REMEDICATION GROUP, INC 5290 MAINSTREAM CIR	RE-ROOF
PP17-0098	RELIABLE HEATING & AIR 3636 MONTICELLO COMMONS	HVAC
PP17-0099	PEACHTREE IMPROVEMENTS LLC 5450 PEACHTREE PKWY STE 7E	TEMPORARY SIGN
PP17-0100	LIMA CONSTRUCTION & REMODELINC 192 TECHNOLOGY PKWY STE 130	INTERIOR FNISH
PP17-0101	CGS LLC 4036 WETHERBURN WAY	RE-ROOF
PP17-0102	GOLDEN NAILS 5005 PEACHTREE PKWY STE 850	TEMPORARY SIGN
PP17-0103	SUPERIOR PLUMBING SERVICES, INC 6191 FOREST HILLS LN	PLUMBING
PP17-0104	SUPERIOR PLUMBING SERVICES, INC 5245 FOX HILL DR	PLUMBING
PP17-0105	SUPERIOR PLUMBING SERVICES, INC 5025 RIVERLAKE DR	PLUMBING
PP17-0106	TRIDENT BUILDINGS SOLUTIONS, INC 5550 TRIANGLE PKWY STE 395	INTERIOR RENOVATION
PP17-0107	AQUASERVE PLUMBING, INC 5550 PEACHTREE PKWY STE 100	PLUMBING
PP17-0108	BUFFALO CONSTRUCITON, INC 6135 PEACHTREE PKWY STE 601	CONSTRUCTION TRAILER
PP17-0109	FINDLAY ROOFING 3895 GRAND FOREST DR	RE-ROOF
PP17-0110	SUSAN N SHEA 5479 PORTAL PL	DECK
PP17-0111	KAPASI CONSTRUCTION 3219 HOLCOMB BRIDGE RD	PARTIAL DEMO
PP17-0112	KAPASI CONSTRUCTION 3229 HOLCOMB BRIDGE RD	INTERIOR RENOVATION
PP17-0113	KINGS POINT ROOFING 5669 WHITESBURG CT	RE-ROOF
PP17-0114	KAISER SDING AND ROFFING 5375 WYNTREE CT	RE-ROOF
PP17-0115	MERIT CONSTRUCTION COMPANY 6200 THER CORNERS PKWY STE 100	REMODEL
PP17-0116	FINDLAY ROOFING 4186 WAYFIELD DR	RE-ROOF
PP17-0117	COOL AIR MECHANICAL 3989 THE DALES LN	HVAC
PP17-0118	DEHART & HILL ELECTRIC, INC 3655 WESTCHASE VILLAGE LN 2-3795	ELECTRICAL
PP17-0119	DEHART & HILL ELECTRIC, INC 3655 WESTCHASE VILLAGE LN 1-3820F	ELECTRICAL
PP17-0120	UNIVERSAL HEATING & COOLING 5012 RIVERTHUR CT	HVAC

NAME	ADDRESS	TYPE	
PP17-0121	UNIVERSAL HEATING & COOLING	4225 HOLLY BANK CT	HVAC
PP17-0122	UNIVERSAL HEATING & COOLING	3000 NORTHWOODS PKWY STE 200	HVAC
PP17-0123	TAM CHIU	5290 MAINSTREAM CIR	DECK
PP17-0124	FASTSIGNS NORCROSS. @ JIMMY CARTER	5970 CROOKED CREEK RD	PERMANENT SIGN
PP17-0125	LAURENTHIA G MESH	7028 LAKEVIEW LN	REMODEL
PP17-0126	COOL AIR MECHANICAL	6173 FOREST HILLS LN	HVAC
PP17-0127	THE HOME DEPOT/HOME DEPOT USA INC	4307 STILSON CIR	REPLACEMENT
PP17-0128	POND CONSTRUCTORS, INC	3500 PARKWAY LN STE 600	RENOVATION
PP17-0129	GALLAGHER ELECTRIC AND ENG CO., INC	2875 NORTHWOODS PKWY	ELECTRICAL
PP17-0130	SUPERIOR PLUMBING SERVICES, INC	3805 GRAND FOREST DR	RE-ROOF
PP17-0131	KINZEY CONSTRUCTION	3577 parkway ln	INTERIOR RENOVATION
PP17-0132	QUALLSELECTRIC INC DBA	6550 JIMMY CARTER BLVD STE A	ELECTRICAL
PP17-0133	JPS CONSTRUCTION	4941 S OLD PEACHTREE RD STE B	INTERIOR ALTERATION
PP17-0134	RELIABLE HEATING & AIR	5265 BLUE YARROW RUN	HVAC
PP17-0135	DEVIN DEARTH	4723 RIVER CT	RE-ROOF
PP17-0136	REGGIE BROOKS WIRING INC	5025 WINTERS CHAPEL RD	ELECTRICAL
PP17-0137	FISCHER CONTRACTORS LLC	4300 GILLELAND LN	RENOVATION
PP17-0138	CALLAHAN CONSTRUCTION	6889 VIC AR RD	RE-ROOF
PP17-0139	SOUTHERN SIGN SYSTEMS	3466 HOLCOMB BRIDGE RD STE P	PERMANENT SIGN
PP17-0140	SIGN PLANET	3219 HOLCOMB BRIDGE RD	PERMANENT SIGN
PP17-0141	SIGN PLANET	3219 HOLCOMB BRIDGE RD	PERMANENT SIGN
PP17-0142	TOP SIGNS	4350 PEACHTREE IND BLVD STE 100	PERMANENT SIGN
PP17-0143	FLOORING COVERING INTERNATIONAL	5390 TRIANGLE PKWY STE 125	TENANT IMPROVEMENT

Code Enforcement Summary – January 2017

New Cases	103
NOV's issued	103
Citations issued	2
Signs Removed from ROW	31 (approximate)
Citizen Complaints	38
Field Generated Cases:	66
Cases by Type:	

Residential: 37 Commercial: 65

Violations by Type

Property Maintenance	<u>11</u>	Parking Illegally	<u>8</u>
Trash	<u>22</u>	Open Storage	<u>3</u>
RV/ Non-motor vehicle	<u>2</u>	Illicit Discharge	<u>1</u>
High Grass/Weeds	<u>1</u>	Other (Code Enforcement)	<u>25</u>
Illegal Signs	<u>16</u>	Trash / recycling container	<u>2</u>
No Business License	<u>6</u>	Boat	<u>0</u>
No Building Permit	<u>1</u>	Graffiti	<u>0</u>
Other	<u>2</u>		

Year-To-Date as of 1/31/2017

2017Cases	<u>103</u>
2017 NOV's issued	<u>103</u>
2017 Citations issued	<u>2</u>
2017 Signs Removed from ROW	<u>31</u>
2017 cases closed with court action:	<u>0</u>

Staff Report

G. Ramsey



MEMO

TO: Mayor & Council
CC: Brian Johnson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: February 27, 2017
SUBJECT: Public Works Activity Report

The following is a summary of the Public Works Activities in the monthly period ending 2-8-17:

A. Field Services Operations 1-07-16 thru 2-08-17

1. # of Work Orders Initiated = 147
2. # of Fix It App submittals for PW = 32
3. # of Field Generated Work Orders = 115
4. # of Work Orders Completed = 141
5. # of Work Orders Referred to Other Departments = 15
6. Please see below for summaries of Work Orders & Fix-It App submittals

B. Capital Improvement Project updates

1. State Route 141 at I-285 – widening of ramp, construction scheduled for completion by December 2017
2. State Route 140 at Peachtree Corners Circle – adding a right turn lane, completion scheduled for June 2017
3. 15.06 Peachtree Parkway widening at Peachtree Industrial Blvd, construction scheduled for completion 6/30/17
4. 15.11 Roundabout on Peachtree Corners Circle – underway with Right of Way requirements & Georgia Power is working on lighting plans; construction Summer 2017
5. E. Jones Bridge & Winters Chapel Road Pedestrian Crossings – preparing final construction documents, bid recommendation coming March 2017
6. SR 141 Corridor Study – scheduled for completion September 2017

C. Significant meetings:

1. SPLOST project discussion, Gwinnett DOT, 1-19-17
2. Meadow Rue Lane HOA meeting, 1-31-17
3. Bid Opening, Pedestrian Crossing Peachtree Corners Cir, 2-17-17

Work Orders Initiated:

Order Number	Scheduled	Description	Address	Status Type	Completion
17-002942	1/7/2017	Tree Limbs In R.O.W.	4001 East Jones Bridge Rd	Completed	1/10/2017
17-002944	1/12/2017	Pothole In R.O.W.	Scientific Dr	Completed	1/13/2017
17-002945	1/12/2017	Trash In R.O.W	East Jones Bridge / Jones Bridge Park	Completed	1/12/2017
17-002946	1/12/2017	Replace Sewer Cap Sleeve	4121 E. Jones Bridge Rd	Completed	1/13/2017
17-002947	1/12/2017	Clean Gutters In R.O.W.	East Jones Bridge Rd	Completed	1/12/2017
17-002948	1/13/2017	Trash In R.O.W.	Crooked Creek Rd	Completed	1/13/2017
17-002949	1/13/2017	Trash In R.O.W.	Winters Chapel Rd	Completed	1/13/2017
17-002950	1/13/2017	Trash In R.O.W.	Winters Chapel Rd	Completed	1/13/2017
17-002951	1/13/2017	Trash In R.O.W.	Woodhill Rd	Completed	1/13/2017
17-002952	1/13/2017	Pothole In R.O.W.	Technology Pkwy	Completed	1/13/2017
17-002953	1/13/2017	Pothole In R.O.W.	Scientific Blvd	Completed	1/13/2017
17-002954	1/13/2017	Pothole In R.O.W	Scientific Dr / S.R 141	Completed	1/13/2017
17-002955	1/13/2017	Pothole In R.O.W.	Jones Bridge Rd	Completed	1/13/2017
17-002956	1/13/2017	Pothole In R.O.W.	Winters Chapel Rd	Completed	1/13/2017
17-002959	1/7/2017	Salt And Sand In R.O.W.	Technology Pkwy / S.R 141	Completed	1/7/2017
17-002960	1/20/2017	Pothole In R.O.W.	4960 Avala Park Lane	Completed	1/20/2017
17-002961	1/7/2017	Sand And Salt R.O.W.	Jaybird Alley Rd / Peachtree Corners Cir	Completed	1/7/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-002962	1/7/2017	Salt And Sand R.O.W	6018 Spalding Dr	Completed	1/7/2017
17-002963	1/7/2017	Sand And Salt R.O.W.	4601 Jones Bridge Circle	Completed	1/7/2017
17-002964	1/7/2017	Sand And Salt R.O.W.	4417 East Jones Bridge Rd	Completed	1/7/2017
17-002965	1/9/2017	Illegal Sign In R.O.W.	Industrial Park Dr/ N. Berkeley Lake Rd	Completed	1/9/2017
17-002966	1/11/2017	Replace Sign In R.O.W	Fitzpatrick Way	Completed	1/12/2017
17-002967	1/16/2017	Pothole In R.O.W.	3615 Kentford Lane	Completed	1/18/2017
17-002968	1/17/2017	Trash In R.O.W.	Jones Mill Curve / Jones Mill Rd	Completed	1/18/2017
17-002969	1/17/2017	Street Light Malfunction	S.R 141 / West Jones Bridge Rd	Pending	
17-002970	1/19/2017	Sewer Leak In R.O.W	5600 Spalding Dr	Pending	
17-002971	1/21/2017	Flooding In Street	4256 Jones Bridge Circle	Pending	
17-002972	1/12/2017	Repair Sidewalk In R.O.W.	Technology Pkwy	Completed	1/12/2017
17-002973	1/12/2017	Repair Sidewalk In R.O.W.	Technology Pkwy	Completed	1/12/2017
17-002974	1/12/2017	Repair Sidewalk In R.O.W.	Technology Pkwy	Completed	1/12/2017
17-002975	1/17/2017	Illegal Signs In R.O.W	Peachtree Indl Blvd/Winters Chapel Rd	Completed	1/17/2017
17-002976	1/17/2017	Illegal Signs In R.O.W.	Peachtree Ind Blvd / Winters Chapel Rd	Completed	1/17/2017
17-002977	1/20/2017	Striping Roads In R.O.W.	Metric Place / Triangle Pkwy	Completed	1/20/2017
17-002978	1/18/2017	Repair Pothole In R.O.W.	3615 Kentford Lane	Completed	1/18/2017
17-002979	1/18/2017	Cleaned Sign In R.O.W.	Rosecommon Dr / Fairgrove Ct	Completed	1/18/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-002980	1/27/2017	Trash In R.O.W.	3250 Peachtree Corners Circle	Completed	1/27/2017
17-002981	1/27/2017	Trash In R.O.W.	Governors Lake Pkwy	Completed	1/26/2017
17-002982	1/27/2017	Clean Curb And Gutters	East Jones Bridge Rd	Completed	1/30/2017
17-002983	1/27/2017	Culvert Clogged In R.O.W	East Jones Bridge/ Riverfield Dr	Completed	1/30/2017
17-002984	1/18/2017	Trash In R.O.W.	6649 Peachtree Industrial Blvd	Completed	1/18/2017
17-002985	1/18/2017	Trash In R.O.W.	3432 Medlock Bridge Rd	Completed	1/18/2017
17-002986	1/18/2017	Trash In R.O.W	Peachtree Industrial Blvd	Completed	1/18/2017
17-002987	1/18/2017	Trash In R.O.W.	East Jones Bridge Rd	Completed	1/19/2017
17-002988	1/19/2017	Deceased Animal In R.O.W.	East Jones Bridge Rd	Completed	1/19/2017
17-002989	1/23/2017	Trash In R.O.W.	West Jones Bridge Circle	Completed	1/23/2017
17-002990	1/23/2017	Repair Pothole In R.O.W.	East Jones Bridge Circle/ Avala Park Ln	Completed	1/23/2017
17-002991	1/23/2017	Clean Gutters In R.O.W.	4256 Jones Bridge Circle	Completed	1/23/2017
17-002992	1/23/2017	Clean Gutters In R.O.W.	4182 Jones Bridge Circle	Completed	1/23/2017
17-002993	1/24/2017	Trash In R.O.W.	3665 Peachtree Corners Circle	Completed	1/24/2017
17-002994	1/24/2017	Illegal Sign In R.O.W.	6170 Peachtree Pkwy	Completed	1/24/2017
17-002995	1/24/2017	Illegal Sign In R.O.W.	Peachtree Pkwy/ Spalding Dr	Completed	1/24/2017
17-002996	1/26/2017	R.O.W Landscape Maintenance	Governors Lake Pkwy	Completed	1/26/2017
17-002997	1/26/2017	Clean Gutters In R.O.W	Governors Lake Dr	Completed	1/26/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-002998	1/27/2017	Repair Banner In R.O.W.	S.R 141 / Spalding Dr	Completed	1/27/2017
17-002999	1/27/2017	Illegal Sign In R.O.W.	Amwiler Rd / Winters Chapel Rd	Completed	1/27/2017
17-003013	1/23/2017	Trash In R.O.W.	Peachtree Industrial Blvd	Completed	1/23/2017
17-003014	1/23/2017	Trash In R.O.W.	Peachtree Pkwy	Completed	1/23/2017
17-003015	1/24/2017	Trash In R.O.W.	S. Old Peachtree Rd	Completed	1/24/2017
17-003016	1/24/2017	Trash In R.O.W.	Industrial Park	Completed	1/24/2017
17-003017	1/24/2017	Trash In R.O.W.	South Old Peachtree / S Berkeley Lake	Completed	1/24/2017
17-003018	1/24/2017	Trash In R.O.W.	Peachtree Corners Cir / Parton Ct	Completed	1/24/2017
17-003019	1/24/2017	Trash In R.O.W.	Peachtree Ind Blvd/ S Old Peachtree Rd	Completed	1/24/2017
17-003020	1/24/2017	Trash In R.O.W.	Peachtree Ind Blvd/ Medlock Bridge Rd	Completed	1/24/2017
17-003021	1/24/2017	Trash In R.O.W.	Peachtree Ind Blvd / Winters Chapel Rd	Completed	1/24/2017
17-003022	1/25/2017	Decease Animal In R.O.W.	S.R 141	Completed	1/25/2017
17-003023	1/25/2017	Trash In R.O.W.	Jones Mill Rd	Completed	1/25/2017
17-003024	1/25/2017	Trash In R.O.W.	Buford Hwy/ Berkeley Lake	Completed	1/25/2017
17-003025	1/26/2017	Deceased Animal In R.O.W.	Medlock Bridge Rd	Completed	12/26/2016
17-003026	1/26/2017	Trash In R.O.W.	Jay Bird Alley Rd / S.R 141	Completed	1/26/2017
17-003027	1/26/2017	Trash In R.O.W.	Holcomb Bridger Rd / Jimmy Carter Blvd	Completed	1/26/2017
17-003028	1/27/2017	Illegal Signs In R.O.W.	S.R 141 At Woodhill Dr	Completed	1/27/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-003029	1/27/2017	Illegal Sign In R.O.W	Holcomb Bridge Rd/Jimmy Carter Blvd	Completed	1/27/2017
17-003030	1/30/2017	Illegal Sign In R.O.W	E. Jones Bridge Rd At Bridgeport Ln	Completed	1/30/2017
17-003031	1/30/2017	Object In R.O.W.	5165 Peachtree Pkwy	Completed	1/30/2017
17-003032	1/30/2017	Illegal Sign In R.O.W.	E. Jones Bridge Rd / Avala Place	Completed	1/30/2017
17-003033	1/30/2017	Tree Limbs In R.O.W.	4178 East Jones Bridge Rd	Completed	1/30/2017
17-003034	1/30/2017	Clean Storm Drains	4000 East Jones Bridge Rd	Completed	1/30/2017
17-003035	1/31/2017	Clean Storm Drain	3894 East Jones Bridge Rd	Completed	1/31/2017
17-003036	2/2/2017	Repair Sidewalk	3960 Jones Bridge Circle	Completed	2/2/2017
17-003037	1/31/2017	R.O.W. Landscape Maintenance	3200 Jones Mill Rd	Completed	1/31/2017
17-003038	2/1/2017	Sign Repair	Spring Dr At Winters Chapel Rd	Completed	2/1/2017
17-003039	2/1/2017	Sign Repair	Chappell Lane / Spring Dr	Completed	2/1/2017
17-003040	2/1/2017	Object In R.O.W.	Peachtree Industrial Blvd	Completed	2/1/2017
17-003041	2/1/2017	Illegal Sign In R.O.W.	Jones Bridge Circle / Fitzpatrick Way	Completed	2/1/2017
17-003042	2/1/2017	Trash In The R.O.W.	5051 Peachtree Corners Circle	Completed	2/1/2017
17-003043	2/1/2017	Trash In R.O.W.	4581 River Bottom Dr	Completed	2/1/2017
17-003044	2/1/2017	Limbs In R.O.W.	6258 Spalding Dr	Completed	2/1/2017
17-003045	1/30/2017	R.O.W. Landscape Maintenance	S.R 141 / Forum Dr/ Peachtree Corners Ci	Completed	1/30/2017
17-003046	1/30/2017	R.O.W. Landscape Maintenance	S.R 141/ Forum Dr/ East Jones Bridge Rd	Completed	1/30/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-003047	2/2/2017	Cut Grass In R.O.W.	S.R 141/Scientific Dr / Engineering Dr	Completed	2/2/2017
17-003048	1/31/2017	Trash In R.O.W.	S.R 141/ Spalding Dr/ Engineering Dr	Completed	1/31/2017
17-003049	2/1/2017	Trash In R.O.W.	East Jones Bridge Rd	Completed	2/1/2017
17-003050	2/2/2017	Cut Grass In R.O.W.	S.R 141/ Forum Dr/ Peachtree Corners Cir	Completed	2/2/2017
17-003051	2/3/2017	R.O.W. Landscape Maintenance	S.R 141/ Scientific Dr/ Engineering Dr	Completed	2/3/2017
17-003052	1/24/2017	Cut Grass In R.O.W.	S.R 141 / Forum Dr/ East Jones Bridge Rd	Completed	1/24/2017
17-003053	1/25/2017	R.O.W. Landscape Maintenance	S.R 141 / Peachtree Corners Circle	Completed	1/25/2017
17-003054	1/26/2017	Cut Grass In R.O.W.	S.R 141/ Woodhill Dr/ Jay Bird Alley Rd	Completed	1/26/2017
17-003055	1/27/2017	Trash In R.O.W.	Peachtree Industrial Blvd/ Jimmy Carter	Completed	1/27/2017
17-003056	1/27/2017	Trash In R.O.W.	Peachtree Corners Circle	Completed	1/27/2017
17-003057	1/30/2017	Trash In R.O.W.	Peachtree Industrial Blvd	Completed	1/30/2017
17-003058	1/30/2017	Trash In R.O.W.	Peachtree Industrial Blvd/ Jones Mill Rd	Completed	1/30/2017
17-003059	1/30/2017	Trash In R.O.W.	Peachtree Ind Blvd/ Jones Mill Rd	Completed	1/30/2017
17-003060	1/30/2017	Trash In R.O.W.	N Winter Chapel Rd	Completed	1/30/2017
17-003061	2/1/2017	Trash In R.O.W.	S Peachtree Industrial Blvd	Completed	2/1/2017
17-003062	2/1/2017	Trash In R.O.W.	N Peachtree Industrial Blvd	Completed	2/1/2017
17-003063	2/2/2017	Trash In R.O.W.	Peachtree Industrial Blvd	Completed	2/2/2017
17-003064	2/2/2017	Trash In R.O.W.	S.R 141	Completed	2/2/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-003065	2/2/2017	Trash In R.O.W.	Peachtree Corners Circle	Completed	2/3/2017
17-003066	2/3/2017	Deceased Animal In R.O.W.	East Jones Bridge Rd	Completed	2/3/2017
17-003067	2/6/2017	Trash In R.O.W.	S Peachtree Industrial Blvd	Completed	2/6/2017
17-003068	2/6/2017	Trash In R.O.W.	Peachtree Industrial Blvd	Completed	2/6/2017
17-003069	2/7/2017	Trash In R.O.W.	Peachtree Corners Cir / Holcomb Bridge R	Completed	2/7/2017
17-003070	2/7/2017	Trash In R.O.W.	Jay Bird Alley Rd	Completed	2/7/2017
17-003071	2/6/2017	Trash In R.O.W.	Peachtree Industrial Blvd	Completed	2/6/2017
17-003072	2/6/2017	Object In R.O.W.	Amwiler Rd	Completed	2/6/2017
17-003073	2/7/2017	Trash In R.O.W	Jay Bird Alley Rd	Completed	2/7/2017
17-003074	2/7/2017	Trash In R.O.W.	S.R 141	Completed	2/7/2017
17-003075	2/6/2017	Deceased Animal In R.O.W.	S.R 141 From Spalding Dr	Completed	2/6/2017
17-003076	2/3/2017	Deceased Animal In R.O.W.	East Jones Bridge Rd	Completed	2/3/2017
17-003077	2/3/2017	Trash In R.O.W.	Holcomb Bridge Rd	Completed	2/4/2017
17-003078	2/3/2017	Object In R.O.W.	East Jones Bridge Rd	Completed	2/3/2017
17-003079	2/3/2017	Trash In R.O.W	Winters Chapel Rd	Completed	2/3/2017
17-003080	2/3/2017	Trash In R.O.W.	S Peachtree Ind Blvd / Jimmy Carter Blvd	Completed	2/3/2017
17-003081	2/7/2017	Trash In R.O.W.	S Sr141 (From Spalding Dr-Jay Bird Alley)	Completed	2/7/2017
17-003082	2/7/2017	Trash In R.O.W.	Sr 141 At Spalding Dr	Completed	2/7/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-003083	2/1/2017	Trash In R.O.W.	Tech Parkway/Tech Parkway South	Completed	2/1/2017
17-003084	2/6/2017	Illegal Sign In R.O.W.	Peachtree Ind Blvd	Completed	2/6/2017
17-003085	2/6/2017	Repair Wall	450 Technology Parkways At S.R 141	Completed	2/6/2017
17-003086	2/7/2017	Trash In R.O.W.	Jay Bird Alley Rd	Completed	2/7/2017
17-003087	2/7/2017	R.O.W. Landscape Maintenance	6282 Spalding Dr	Completed	2/7/2017
17-003088	2/7/2017	Trash In R.O.W.	6435 Meadow Rue Dr	Completed	2/7/2017
17-003089	2/7/2017	Tree Limbs Hanging Over R.O.W.	S.R 141 North Of Jay Bird Alley Rd	Completed	2/7/2017
17-003090	2/8/2017	Trash In R.O.W.	Jones Mill Rd / Governors Lake Pkwy	Completed	2/8/2017
17-003091	2/8/2017	Trash In R.O.W.	S.R 141 / Riverview Dr	Completed	2/8/2017
17-003092	2/8/2017	R.O.W. Landscape Maintenance	S.R 141	Completed	2/8/2017
17-003093	1/16/2017	Trash In R.O.W.	Jones Mill Curve/ Jones Mill Rd	Completed	1/16/2017
17-003094	1/18/2017	Object In R.O.W	4052 Yellow Ginger Glen	Completed	1/18/2017
17-003095	1/31/2017	Water Leak In R.O.W.	5470 Spalding Dr	Completed	2/1/2017
17-003096	2/1/2017	Sidewalk Broken/ Cracking	4581 River Bottom Dr	Completed	2/1/2017
17-003097	2/6/2017	Flooding In R.O.W.	4351 River Bottom Dr	Pending	
17-003098	2/7/2017	Storm Drain Sinkhole In R.O.W.	5135 Peachtree Pkwy	Pending	
17-003099	2/2/2017	Repair Sign In R.O.W.	310 Technology Pkwy	Completed	2/6/2017
17-003101	1/23/2017	Traffic Light Timing	Peachtree Pkwy / Medlock Bridge Rd	Completed	1/24/2017

Order Number	Scheduled	Description	Address	Status Type	Completion
17-003102	2/6/2017	Tree Down In R.O.W.	7546 Winters Chapel Rd	Completed	2/8/2017
17-003103	1/27/2017	Cleaned Curb And Gutter	East Jones Bridge Rd	Completed	1/27/2017
17-003104	1/27/2017	Flooding In R.O.W.	6001 Crooked Creek Rd	Pending	

Work Orders Referred To Other Departments:

Date Created	Request Type	Address	Status Type	Referred To Other Departments
1/9/2017	Stormwater Issues	5255 Amhurst Dr	Completed #302481	Department Water Resources #17-000151
01/12/2017	Replace Sewer cover	4121-4171 E Jones Bridge Rd	Completed # 304336	Department Water Service Request #17-000383
01/19/2017	Sewer Leak	5600 Spalding Dr	In Process # 306024-#17-002970	Department Water Service Request # 17-000595
01/21/2017	Flooding in the Street	4256 Jones Bridge Circle	Completed ID # 306471	Department Water Resources #17-000665
1/17/2017	Repair timing of Lights	3930 East Jones Bridge Rd	In Process ID # 305298	Gwinnett DOT # 936113
1/18/2017	Repair Crosswalk Light	5365 Peachtree Industrial Blvd	Completed ID # 297395	Georgia Power # 2504208
1/18/2017	Traffic Signal Out	Jones Bridge Circle / West Jones Bridge	In Process #936467	Georgia Power #2521952
1/27/2017	Flooding in Street	6001-6037 Crooked Creek Rd	Completed #317954	Department Water Resources #17-000861

Date Created	Request Type	Address	Status Type	Referred To Other Departments
1/31/2017	Water Leaking in R.O.W	5470 Spalding Dr	Completed # 17-003095	Department Water Resources #17-000972
2/1/2016	Sidewalk Broken / Cracking	4581 River Bottom Dr	In Process #319195	Department Water Resource #17-001031
1/18/2017	Crosswalk Buttons malfunctioning.	4844 Jones Bridge Cir	Completed	Gwinnett DOT
2/6/2017	Flooding in the R.O.W	4351 River Bottom Dr	In Process #17-001170	Department Water Resources #17-001170
2/7/2017	Sinkhole in R.O.W	5135 Peachtree Pkwy	In Process #17003098	Department Water Resources #17-001241
2/2/2017	Sign Down in R.O.W	310 Technology Pkwy	Completed #17-003099	Gwinnett County DOT #938082
1/23/2017	Traffic Light Timing	Peachtree Pkwy / Medlock Bridge Rd	Completed #17-003101	Gwinnett Count DOT #936760

Consent Agenda



Mike Mason, Mayor

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

Eric Christ - Post 2, Council Member
Jeanne Aulbach - Post 4, Council Member
Weare Gratwick - Post 6, Council Member

To: Mayor and City Council
Cc: Brian Johnson, City Manager
From: Diana Wheeler, Community Development Director
Date: February 27st, 2017, City Council Meeting

Agenda Item: APH 2017-02-048- Approval of Alcoholic Beverage License Application for Hubbell & Hudson Management, LLC dba Black Walnut Café, 5242 Peachtree Parkway, Peachtree Corners, GA 30092.

Applicant Angela Philips is applying for Consumption on Premise, Beer, Wine, Distilled Spirits and Sunday Sales License.

Staff Recommendation:

Approve the application for Consumption on Premise, Beer, Wine, Distilled Spirits, and Sunday Sales Beverage License for Hubbell & Hudson Management, LLC dba Black Walnut Café, 5242 Peachtree Parkway, Peachtree Corners, GA 30092

Background:

Applicant submitted a completed application on January 24, 2017. Required advertising for the application was published in the Gwinnett Daily Post on February 3rd, and February 10th. Applicant has passed the background investigation and meets all requirements.

Discussion:

New Business
Staff has reviewed this application and recommends approval.

Alternatives:

None



Mike Mason, Mayor

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

Eric Christ - Post 2, Council Member
Jeanne Aulbach - Post 4, Council Member
Weare Gratwick - Post 6, Council Member

To: Mayor and City Council
Cc: Brian Johnson, City Manager
From: Diana Wheeler, Community Development Director
Date: February 27st, 2017, City Council Meeting

Agenda Item: APH 2017-02-049- Approval of Alcoholic Beverage License Application for S & F Group, LLC dba Lon U, 5005 Peachtree Pkwy, Ste 860.

Applicant Chih Liang Sung is applying for Consumption on Premise, Beer, Wine, and Sunday Sales License.

Staff Recommendation:

Approve the application for Consumption on Premise, Beer, Wine, and Sunday Sales Beverage License for S & F Group, LLC dba Lon U 5005 Peachtree Pkwy Ste 860

Background:

Applicant submitted a completed application on February 7th, 2017. Required advertising for the application was published in the Gwinnett Daily Post on February 10th, and February 17th. Applicant has passed the background investigation and meets all requirements.

Discussion:

New Business
Staff has reviewed this application and recommends approval.

Alternatives:

None

02017-01-84

**AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS ZONING
RESOLUTION ART. XII, BY ADDING SEC. 1320, HOLCOMB BRIDGE ROAD
CORRIDOR REDEVELOPMENT OVERLAY; REPEALING CONFLICTING
REGULATIONS; AND SETTING AN EFFECTIVE DATE**

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

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

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

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

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

SECTION 1320 Holcomb Bridge Road Corridor Redevelopment Overlay

- 1. Purpose.** The purpose of these overlay standards is to encourage the redevelopment of outdated multi-family residential buildings, retail centers, and office buildings within the Holcomb Bridge Road corridor.
- 2. Applicability.** These overlay standards apply to an area generally bounded by Spalding Drive to the north, Peachtree Industrial Boulevard to the south, Holcomb Bridge Road to the east, multi-family zoned property to the west, and more specifically identified on the map entitled, Exhibit 'B', the Holcomb Bridge Road Corridor boundary map.
- 3. Zoning.** When property is redeveloped in accordance with the standards contained herein, the underlying zoning is retained and no rezoning or special use approval is required.
- 4. Standards.**
 - A. For property currently zoned for multi-family use (RM through RM-13) and intended to be redeveloped solely or primarily (at least 51% of the developed square footage) for multi-family use, the following shall apply:**
 - 1. The ground area coverage of the new development (buildings and parking areas) shall not exceed the ground area coverage of the existing development so that the same amount of impervious surface on the site is retained**
 - 2. Building heights shall not exceed 6 stories or 85 ft., whichever is less.**
 - 3. Setbacks shall comply with existing zoning code regulations.**

4. **Density shall be calculated as follow: density allowed by underlying zoning district + [.6 units x age of buildings replaced] + [13 units/ acre of land donated to the multi-use trail system]. Maximum density shall not exceed 35 units/acre. (Excess density credits can be accumulated pursuant to the T-O zoning district regulations, Zoning Code Sec 1319.)**
 5. **Up to 30% of the redevelopment acreage may be developed as townhomes at a maximum density of 8 units / acre.**
 6. **Retail and restaurant uses may only be located on the ground floor of a building provided that they are not developed in stand-alone, (detached) buildings and provided that the building in which they are located faces Holcomb Bridge Road, Peachtree Industrial Boulevard, Spalding Drive, Jimmy Carter Blvd., Jones Mill Rd, Green Pointe Pkwy., or Peachtree Corners Circle.**
 7. **When retail uses are located on the ground floor, the maximum building height shall be increased by one floor and shall not exceed 7 stories or 100 ft.**
 8. **Office uses at a density of 10,000 sq. ft. per acre may be added provided the office uses do not comprise more than 30% of the total development square footage on the entire site.**
 9. **Common open space shall be provided at the rate of 100 sq. ft. per residential (for sale and for rent) unit. (The open space may not include required landscape strips, setbacks, or parking lot islands.)**
 10. **Site amenities shall include:**
 1. **Connectivity to sidewalks and any existing or planned trail.**
 2. **Common open space.**
 3. **Electric vehicle charging stations at the rate of 1 charging station per 100 parking spaces.**
 4. **Bicycle racks**
 11. **Building design shall incorporate:**
 1. **Brick, stone, or masonry siding material on at least 60% of all building elevations.**
 2. **Functional balconies (for at least 50% of the residential units)**
 12. **Multi-family (rental) housing shall have a maximum of two bedrooms per unit.**
 13. **Sites with multiple uses shall be designed and built as one development.**
 14. **Multi-family developments shall participate in Gwinnett County's Crime-free Multi-family Housing Program.**
- B. For property currently zoned for commercial, office, or light industrial use (C-1, C-2, M-1, and O-I) and intended to be redeveloped solely or primarily (at least 51% of the developed square footage) for commercial (office and retail) use, the following shall apply:**
1. **Property size shall be a minimum of five (5) acres.**
 2. **Building heights shall not exceed 7 stories or 100 ft., whichever is less.**
 3. **Setbacks shall comply with existing zoning code regulations.**

4. Multifamily may be developed at a density of up to 35 units / acre provided that the multifamily does not comprise more than 30% of the total development square footage on the entire site. (This provision applies only to for- sale condominium units. Rental units require rezoning.)
5. Townhomes may be developed at a density of 8 units / acre provided the townhomes do not comprise more than 15% of the total development square footage on the entire site.
6. All residential combined cannot exceed 45% of the land area of the development site.
7. Common open space shall be provided at the rate of 100 sq. ft. per residential unit. (The open space may not include required landscape strips, setbacks, or parking lot islands.)
8. Site amenities shall include:
 1. Connectivity to sidewalks and any existing or planned trail.
 2. Electric vehicle charging stations at the rate of 1 charging station per 100 parking spaces.
 3. Bicycle racks
9. Sites with multiple uses shall be designed and built as one development.
10. Multi-family developments shall participate in Gwinnett County's Crime-free Multi-family Housing Program.

5. Administrative Variance. The Community Development Director may authorize variances of up to 20% of any provision of these regulations except density.

6. Expiration. These overlay regulations shall expire after building permits for 1500 new multi-family units have been issued.

Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.
Effective this _____ day of _____ 2017.

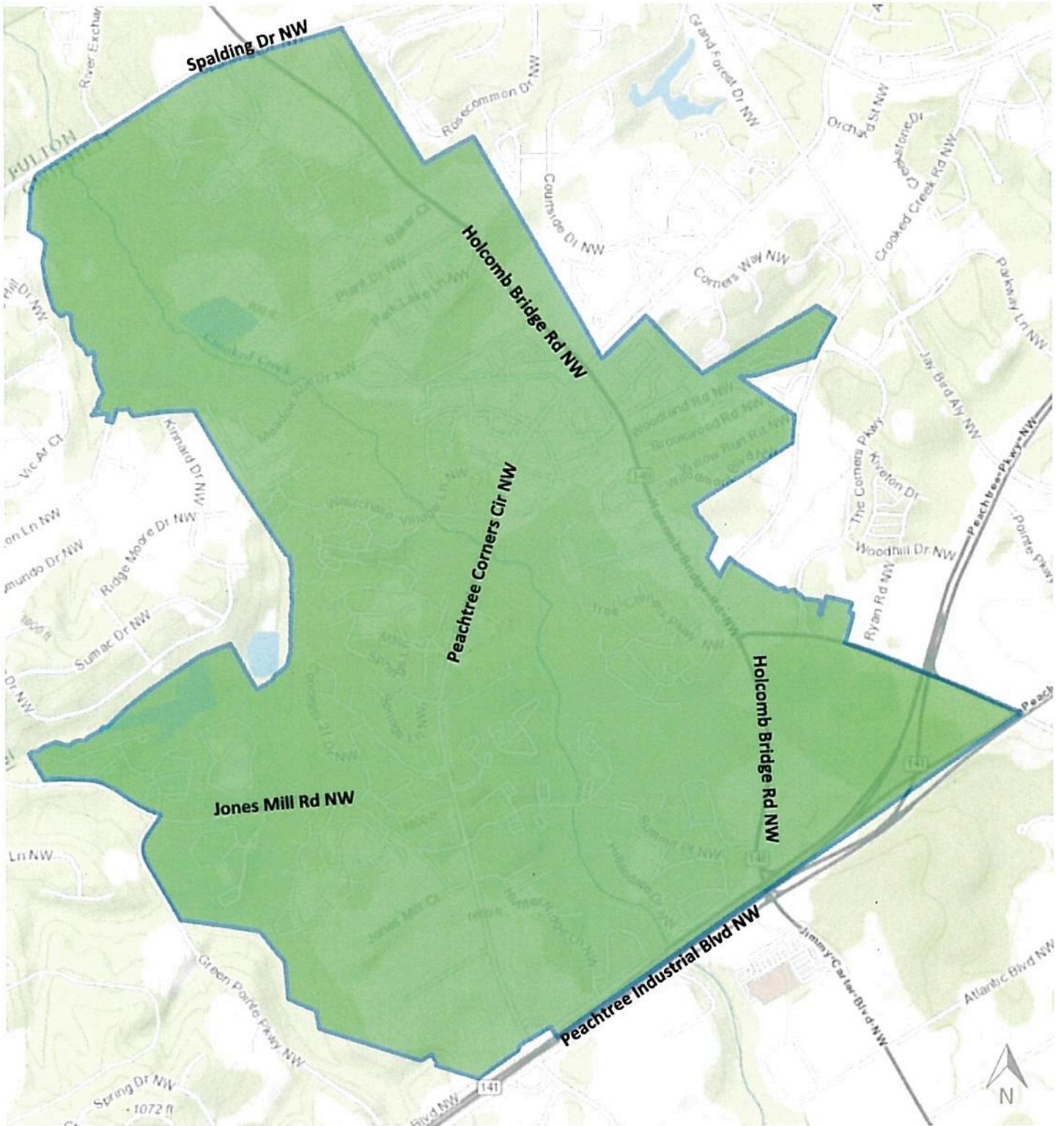
Approved by:

Kym Chereck, City Clerk

Mike Mason, Mayor

SEAL

Exhibit 'B'



Holcomb Bridge Road Corridor Boundary Map

Sidewalk Installation

G. Ramsey



MEMO

TO: Mayor & Council
CC: Brian Johnson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: February 21, 2017
SUBJECT: PTC 16.04 Construction Contractor Recommendation

The City of Peachtree Corners received GDOT LMIG funding for 2016 calendar year sidewalk projects along Jay Bird Alley and Technology Parkway. The Jay Bird Alley sidewalk will connect Peachtree Parkway to the end of the sidewalks coming soon from the new town home development at Parkway Lane. The Technology Parkway sidewalks will begin at Westech Drive and extend north toward Technology Parkway South (toward City Hall).

The LMIG funding is approximately \$250,711.51 and it requires a city match of \$75,213.45 for a total project funding of \$325,924.96. The city's consultant, Keck & Wood, Inc., has provided a bid tabulation and bid recommendation in the attached letter.

Including a contingency for potential construction related issues and potential additional streetscape items, staff recommends authorizing the Mayor & City Attorney to enter into a construction contract with the consultant's recommended construction company, CMEC, LLC, for an amount equal to the budget of \$325,924.96.



Keck & Wood, Inc.

3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
Office: (678) 417-4000
Fax: (678) 417-4055
www.keckwood.com

January 16, 2017

Honorable Mayor and Council Members
City of Peachtree Corners
147 Technology Parkway, Suite 200
Peachtree Corners, Georgia 30092

Re: Sidewalks Along Jay Bird Alley &
Technology Parkway
Our Reference No. 160149

Dear Mayor and Council:

We have reviewed the bids received at City Hall, at 2:00 p.m., local time on January 13, 2017 for construction of the referenced project. Twelve (12) bids were received. The following is a summary of the three (3) low bids.

	<u>Bidder</u>	<u>Bid Amount</u>
1.	CMEC, LLC 2605 Mountain Industrial Parkway, Suite 10 Tucker, Georgia 30084	\$248,829.00
2.	Glosson Enterprises, LLC 3440 Blue Springs Road Kennesaw, Georgia 30144	\$257,682.50
3.	A1 Landscape & Lawncare, LLC 2605 Mountain Industrial Boulevard, Suite 10 Tucker, Georgia 30084	\$259,000.00

A certified tabulation of all bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/15). The low bid of \$248,829.00 is within the funds allocated for the project.

The low bidder, CMEC, LLC provided a Statement of qualifications. Information in the statement of qualifications appears to indicate that CMEC, LLC is qualified to perform the work and have satisfactorily completed similar projects. We contacted references provided by CMEC, LLC and they stated they were satisfied with the work performed and would use CMEC, LLC on future projects. Keck & Wood has also worked with CMEC, LLC on a similar project and we were pleased with their work.

Keck & Wood, Inc., therefore, recommends contract award to CMEC, LLC in the amount of \$248,829.00 for construction of the Sidewalks Along Jay Bird Alley & Technology Parkway.

Pennsylvania National Mutual Casualty Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Sam Serio, P.E.

Associate Vice President

Enclosure

BID TABULATION
SIDEWALKS ALONG JAY BIRD ALLEY & TECHNOLOGY PARKWAY
CITY OF PEACHTREE CORNERS, GEORGIA

RECEIVED BY: CITY OF PEACHTREE CORNERS, GEORGIA
 AT PEACHTREE CORNERS CITY HALL
 2:00 PM, LOCAL TIME JANUARY 13, 2017

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Grading Complete	1	LS	\$81,112.00	\$81,112.00	\$70,000.00	\$70,000.00	\$51,838.50	\$51,838.50
2	Traffic Control	1	LS	\$4,123.00	\$4,123.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00
3	Erosion Control	1	LS	\$2,989.00	\$2,989.00	\$5,000.00	\$5,000.00	\$8,600.00	\$8,600.00
4	Conc Sidewalk, 4 in	3500	SY	\$25.00	\$87,500.00	\$28.00	\$98,000.00	\$35.00	\$122,500.00
5	Stamped Conc Strip	1146	SY	\$52.00	\$59,592.00	\$45.00	\$51,570.00 *	\$47.00	\$53,862.00
6	Reconstr Catch Basin Top	1	EA	\$958.00	\$958.00	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00
7	Thermoplastic Solid Traf Stripe, 8 in, White	645	LF	\$3.00	\$1,935.00	\$2.50	\$1,612.50	\$3.10	\$1,995.50
8	Sod	1	LS	\$10,620.00	\$10,620.00	\$15,000.00	\$15,000.00	\$4,700.00	\$4,700.00
TOTAL BID AMOUNT					\$248,829.00		\$257,682.50		\$259,000.00
					5%		5%		5%
					(1)		(1)		(1) (2)
<p align="center">BIDDER NO. 4 Construction 57, Inc. 809 Park North Boulevard Clarkston, Georgia 30021</p>									
<p align="center">BIDDER NO. 5 Georgia Development Partners, LLC 300 Galleria Parkway SE, Suite 310 Atlanta, Georgia 30339</p>									
<p align="center">BIDDER NO. 6 Peach State Construction Co., LLC 7260 Williams Brothers Drive Covington, Georgia 30014</p>									
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Grading Complete	1	LS	\$77,486.50	\$77,486.50	\$120,002.62	\$120,002.62	\$92,185.00	\$92,185.00
2	Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$6,160.00	\$6,160.00	\$11,300.00	\$11,300.00
3	Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$4,032.00	\$4,032.00	\$5,120.00	\$5,120.00
4	Conc Sidewalk, 4 in	3500	SY	\$31.00	\$108,500.00	\$28.00	\$98,000.00	\$24.50	\$85,750.00
5	Stamped Conc Strip	1146	SY	\$35.00	\$40,110.00	\$34.72	\$39,789.12	\$74.00	\$84,804.00
6	Reconstr Catch Basin Top	1	EA	\$1,000.00	\$1,000.00	\$840.00	\$840.00	\$800.00	\$800.00
7	Thermoplastic Solid Traf Stripe, 8 in, White	645	LF	\$4.50	\$2,902.50	\$2.55	\$1,644.75	\$3.00	\$1,935.00
8	Sod	1	LS	\$15,000.00	\$15,000.00	\$15,855.84	\$15,855.84	\$12,000.00	\$12,000.00
TOTAL BID AMOUNT					\$269,999.00		\$286,324.33		\$293,894.00
					5%		5%		5%
					(1)		(1)		(1)

**BID TABULATION
SIDEWALKS ALONG JAY BIRD ALLEY & TECHNOLOGY PARKWAY
CITY OF PEACHTREE CORNERS, GEORGIA**

RECEIVED BY: CITY OF PEACHTREE CORNERS, GEORGIA
AT PEACHTREE CORNERS CITY HALL
2:00 PM, LOCAL TIME JANUARY 13, 2017

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Grading Complete	1	LS	\$27,000.00	\$27,000.00	\$161,711.00	\$161,711.00	\$82,000.00	\$82,000.00
2	Traffic Control	1	LS	\$14,000.00	\$14,000.00	\$3,601.00	\$3,601.00	\$30,000.00	\$30,000.00
3	Erosion Control	1	LS	\$8,500.00	\$8,500.00	\$2,752.00	\$2,752.00	\$7,000.00	\$7,000.00
4	Conc Sidewalk, 4 in	3500	SY	\$42.00	\$147,000.00	\$32.00	\$112,000.00	\$40.50	\$141,750.00
5	Stamped Conc Strip	1146	SY	\$75.00	\$85,950.00 *	\$50.00	\$57,300.00	\$63.00	\$72,198.00
6	Reconstr Catch Basin Top	1	EA	\$2,500.00	\$2,500.00	\$2,044.00	\$2,044.00	\$1,200.00	\$1,200.00
7	Thermoplastic Solid Traf Stripe, 8 in, White	645	LF	\$8.00	\$5,160.00	\$4.00	\$2,580.00	\$3.00	\$1,935.00
8	Sod	1	LS	\$7,000.00	\$7,000.00	\$14,712.00	\$14,712.00	\$27,000.00	\$27,000.00
TOTAL BID AMOUNT					\$297,110.00 *		\$356,700.00		\$363,083.00
				BID BOND	5%		5%		5%
				NOTE REFERENCE	(1)		(1)		(1)
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 10		BIDDER NO. 11		BIDDER NO. 12	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Grading Complete	1	LS	\$24,000.00	\$24,000.00	\$85,436.80	\$85,436.80	\$173,700.00	\$173,700.00
2	Traffic Control	1	LS	\$60,000.00	\$60,000.00	\$12,499.00	\$12,499.00	\$42,500.00	\$42,500.00
3	Erosion Control	1	LS	\$28,000.00	\$28,000.00	\$10,680.10	\$10,680.10	\$11,000.00	\$11,000.00
4	Conc Sidewalk, 4 in	3500	SY	\$45.00	\$157,500.00	\$41.00	\$143,500.00	\$24.00	\$84,000.00
5	Stamped Conc Strip	1146	SY	\$60.00	\$68,760.00	\$102.00	\$116,892.00	\$52.00	\$59,592.00
6	Reconstr Catch Basin Top	1	EA	\$2,000.00	\$2,000.00	\$2,250.00	\$2,250.00	\$1,500.00	\$1,500.00
7	Thermoplastic Solid Traf Stripe, 8 in, White	645	LF	\$7.00	\$4,515.00	\$3.08	\$1,986.60	\$3.00	\$1,935.00
8	Sod	1	LS	\$30,000.00	\$30,000.00	\$11,813.70	\$11,813.70	\$20,500.00	\$20,500.00
TOTAL BID AMOUNT					\$374,775.00		\$385,058.20		\$394,727.00
				BID BOND	5%		5%		5%
				NOTE REFERENCE	(1)		(1)		(1)

BID TABULATION
SIDEWALKS ALONG JAY BIRD ALLEY & TECHNOLOGY PARKWAY
CITY OF PEACHTREE CORNERS, GEORGIA

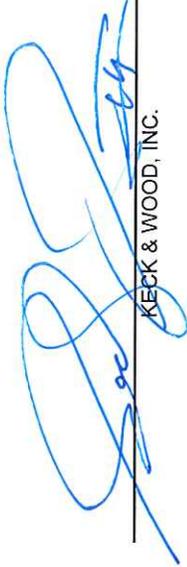
RECEIVED BY: CITY OF PEACHTREE CORNERS, GEORGIA
AT PEACHTREE CORNERS CITY HALL
2:00 PM, LOCAL TIME JANUARY 13, 2017

NOTES:

* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/16).
- (2) BIDDER DID NOT USE EJCDC C-430 BID BOND FORM.

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.



KECK & WOOD, INC.
1/16/17
DATE

**On Call
Construction**

G. Ramsey



MEMO

TO: Mayor & Council
CC: Brian Johnson, City Manager
FROM: Greg Ramsey, P.E., Public Works Director
DATE: February 27, 2017
SUBJECT: PTC 17.01 Consultant Contract Recommendation

The City of Peachtree Corners received GDOT LMIG funding for 2017 calendar year sidewalk projects. The projects listed in the project application include Technology Parkway South, Peachtree Corners Circle, Frank Neely Road and The Corners Parkway.

The LMIG funding is \$316,692.39 and it requires a city match of \$95,007.72 for a total project funding of \$411,700.11.

Five firms on the City's FY17 On Call Consulting list were contacted for a request for fee and schedule proposal for their survey, engineering & construction management services for this project. The response on fee is shown below. Staff recommends authorization for the Mayor & City Attorney to enter into a Consultant Services Agreement (also attached in draft form) with Keck & Wood, Incorporated for \$76,695.00.

ON CALL PROFESSIONAL ENGINEERING AND DESIGN SERVICES	
PTC 17.01 LMIG Sidewalk Projects 2017	
Company Name	Proposed Consultant Fee
Southeastern Engineering	\$80,000.00
Michael Baker International	\$115,600.00
BWSC	\$263,000.00
Wolverton & Associates	Chose not to respond
Keck and Wood	\$76,695.00



**PROFESSIONAL CONSULTANTING SERVICES
CONTRACT AGREEMENT #17-01
(On Call Consultant RFQ #2015-001)**

AGREEMENT
BETWEEN
THE CITY OF PEACHTREE CORNERS, GEORGIA
AND
KECK & WOOD, INC.

THIS AGREEMENT made and entered into as of the _____ day of _____, 2017 between the City of Peachtree Corners, Georgia, (hereinafter called “Owner”) and Keck & Wood, Inc. (hereinafter called “Consultant”). WITNESSETH, that whereas the OWNER intends to construct PTC 17.01 GDOT LMIG Sidewalks 2017 (hereinafter called “Project”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledges, the parties hereto consent and agree as follows:

1. Consultant agrees to perform the following engineering services for the Project:

- a. General: The Consultant shall serve as the Owner's professional representative in the planning, survey, design and the supervision of construction of the Project, and shall give consultation and advice to the Owner during the performance of their services.
 - i. Copyright of Patent Infringement: The Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use of adoption of any designs, drawings or specifications supplied by them, and he shall hold harmless the Owner from loss or damage resulting there from, providing however, that the Owner within five (5) days after receipt of any notice of infringement or of summons in any action therefore shall have forwarded the same to the Consultant in writing. The Owner shall have the right to approve or reject any settlement offer pursuant to this section, and such approval shall not unreasonably be withheld.
 - ii. Insurance: The Consultant shall secure and maintain such insurance as will protect them from claims under the Workers’ Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of their services under this Agreement. Consultant shall name Owner as an additional insured on all applicable insurance policies related to and for the purposes of the Project.

b. Basic Services of the Consultant:

- e. Standards: The Owner shall furnish the Consultant with a copy of any design construction standards he shall require the Consultant to follow in the preparation of Contract Documents for the Project.
- f. Owner's Representative: The Owner shall designate in writing via email or designated in the Notice to Proceed single person to act as Owner's Representative with respect to the work to be performed under this Agreement. The person designated as Owner's Representative shall have complete authority to transmit instructions, receive information, interpret and define Owner's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the work covered by this Agreement.

3. Payment:

- a. Abandoned or Suspended Work: If any work performed by the Consultant is abandoned or suspended in whole or in part by the Owner other than for default by the Consultant, the Consultant shall be paid for services performed prior to receipt of written notice from the Owner such abandonment or suspension in an amount equal to the work performed as of the date of abandonment or suspension.
- b. Progress Payments: Once each month, the Owner shall pay the Consultant for professional services performed under this Agreement in proportion to services performed during the period as verified by statements of services.
- c. Payments for Basic Services of the Consultant: The Owner shall pay the Consultant for the services described in Articles I & II of this Agreement.
- d. Payment for Extra Services of the Consultant: For extra services not defined in Articles I & II, the Owner shall pay the Consultant on an hourly basis in accordance with the schedule of charges attached hereto.
- e. Payments for Consultant's Reimbursable Services: The Consultant shall be reimbursed at cost for the reimbursable services as outlined in Section 6. a., if such reimbursement costs are requested by the Consultant and if those costs are provided by the Consultant for inclusion in this Agreement.

4. Miscellaneous terms and conditions:

- a. Termination for Cause: This Agreement may be terminated for cause by either party, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party, by written notice of such termination and specifying the effective date thereof, at least ten (10) days before the effective day of such termination.

If termination is due to the fault of others than the Consultant, the Consultant shall be paid for services satisfactorily performed to the date of termination, including reimbursements then due.

If the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner thereupon shall have the right to terminate this Contract by giving written notice as detailed above, and the Consultant shall be paid for the value of services performed satisfactorily to the date of termination, such value as determined by the Owner.

In the event that termination of this Contact by the Owner shall be for violation or breach of any Contract terms on the part of the Consultant, the Owner shall have full recourse to such administrative, contractual, or legal remedies, together with such necessary and reasonable sanctions and penalties against the Consultant.

- b. Termination for Convenience: The Owner may terminate this contract at any time for any reason by giving at least thirty (30) days' notice in writing to the Consultant. If the contract is terminated by the Owner as provided herein, the Consultant will be paid a fair payment as negotiated with the Owner for the work completed as of the date of termination.
 - c. Ownership of Documents: The original completed tracings as master specification sheets shall remain the property of the Consultant, insofar as permissible under law. One set of reproducible record drawings shall be furnished to the Owner.
 - d. Disputes: In the case of a dispute, it will be settled using a process agreeable to both parties. It is proposed that disputes which cannot be settled between the parties be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. Agreement to attempt mediation will not in any respect surrender the right of either party to arbitration or if they ultimately deem it necessary to institute litigation.
 - e. The total liability, in the aggregate, of Consultant and Consultant's directors, officers, employees, agents, associates or subcontractors, and any of them, to Client or anyone claiming by, under or through them, for any and all injuries, claims, losses, expenses, including attorney's fees, expert fees or court costs and damages whatsoever arising out of or in any way related to Consultant's Services under this Agreement, from any cause or causes whatsoever, including but not limited to, negligent acts or omissions, professional negligence, breach of contract, strict liability, errors or omissions of Consultant, or the employees, directors, officers, agents, associates or subcontractors of Consultant, or any of them, will be limited to Consultant's fee (including changes).
5. **SUCCESSORS AND ASSIGNS**: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and Consultant respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Consultant shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.
6. **SPECIAL PROVISIONS**: The Owner and the Consultant mutually agree that this Agreement shall be subject to the following Special Provisions which shall supersede other conflicting provisions of the Agreement.
- a. Owner shall pay Consultant for additional services not described in Article II at the hourly rates stated on the attached Schedule of Hourly Rates:

See attached Schedule of Hourly Rates

- b. Consultant shall develop contract drawings and specifications to comply with minimum requirements of all Federal, State and Local Regulatory Agencies.

- c. Consultant shall submit upon request an Affirmative Action Plan which clearly demonstrates how compliance will be obtained with Title 6 of the Civil Rights Act of 1964 and the President's Executive Order Numbers 11246 and 11375 which prohibit discrimination in employment regarding race, creed, color, sex, age or national origin.
 - d. Any dispute concerning the agreement or claims hereunder shall be subject to the jurisdiction of the Gwinnett County Superior Court, State of Georgia.
7. **EQUAL OPPORTUNITY:** In carrying out this Contract, the Consultant shall comply in full with all applicable requirements of Executive Order 11246, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 and as supplemented in U.S. Department of Labor regulations (41 CFR Par 60), and all other applicable state and federal laws and regulations addressing equal employment opportunity.
 8. **EMPLOYMENT OF LOCAL RESIDENTS:** In the event that the Consultant finds it necessary to employ additional staff to accomplish the activities required under this Contract, every reasonable effort will be made to secure such additional staff from among residents of the City of Peachtree Corners, provided applicants with the necessary qualifications as established by the Consultant can be identified. In any case, final decisions regarding employment of such staff shall be the sole responsibility of the Consultant. Details regarding the requirements of this *Section 3 Clause* are set forth in Attachment "C", which is made a part of this Contract.

Article I - Location & Description of Project:

The City of Peachtree Corners has a sidewalk engineering & construction project that will be funded by GDOT LMIG. We would like to solicit a fee and schedule proposal from your firm. The draft contract for this project is attached. Please review this document and the project description below.

This project will include design and construction of sidewalks along the following roads:

1. Corners Parkway from SR 140 to Crooked Creek Road, 0.8 miles, sidewalks proposed for the north side
2. Frank Neely Road, from Spalding Drive to Dove Field Court, 0.4 miles, sidewalks proposed for the east side
3. Technology Parkway South, from Technology Parkway to Peachtree Industrial Blvd, 0.5 miles, proposed for both sides
4. Peachtree Corners Circle, from SR 141 to Medlock Bridge Road, 0.4 miles, proposed for gap fills on both sides (potentially a multi-use path on the north side)

Design and construction plans shall be prepared under the guidance of a professional Consultant and shall be in accordance with AASHTO, Georgia Department of Transportation & Gwinnett County Department of Transportation Design Policies. Please complete the fees section of this Agreement in response to the email solicitation that was distributed January 12, 2017.

Article II - Description of Services

The services to be performed by the CONSULTANT pursuant to this Project, include, but are not limited, to the following:

- Phase 1: Survey and Database as needed
- Phase 2: Construction Plans & Bid Documents
 - ❖ Develop construction plans including but not limited to:
 - Cover sheet
 - Index
 - Typical Sections
 - Cut/Fill limits
 - Right of way and / or easement areas (*to be included on mainline plans*)
 - Drainage profiles if needed
 - Driveway profiles if needed
 - Plan sheets
 - Erosion control plans
 - ❖ Coordination with Utility Companies
 - ❖ Plans should be designed to be constructed within the existing right of way and avoid utilities where possible. Separate right of way plans are not required. If right of way or easements are needed, areas will be included on the mainline plan sheets. Preparation of right-of-way plats for parcels requiring R/W or permanent easements. Preparation of legal descriptions.
 - ❖ Address review submittals
 - ❖ Bid Document package, including construction plans, specifications, bidding details and bid cost worksheet for CONSULTANTS.
- Phase 3: Construction Oversight at an hourly rate including but not limited to:
 - ❖ Provide 7 day letters, as needed
 - ❖ Coordination of the pre-construction meeting
 - ❖ Provide responses to questions during the bidding and construction phases, as needed
 - ❖ Coordination with Contractor and Utility Companies
 - ❖ Review and approve Contractor's Pay Applications
 - ❖ Periodically review Contractor's operations

Design Specifications and Guidelines: The engineering and design services will be performed in a lump sum approach as follows:

Phase 1: Survey	\$22,620
Phase 2: Construction Plans	\$39,300
Phase 3: Miscellaneous Services	\$14,775
Total Lump Sum Fee	\$76,695

Contractor/Consultant Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf 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, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with the subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

64376
Federal Work Authorization User Identification Number

10/29/07
Date of Authorization

Keck & Wood, Inc.
Name of Contractor

PTC 17.01 GDOT LMIG Sidewalks 2017
Name of Project

City of Peachtree Corners, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the 8th date of February 20 17 in Duluth (city), GA (state).

Christiana E. Gilstrap
Signature of Authorized Officer or Agent

Christiana E. Gilstrap, Controller
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 8th DAY OF February 2017

Kimberly Roberts
Notary Public



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf 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, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with the subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

434688
Federal Work Authorization User Identification Number

February 10, 2017
Date of Authorization

Chandler Surveying and Engineering
Name of Subcontractor

PTC 17.01 GDOT LMIG Sidewalks 2017
Name of Project

City of Peachtree Corners, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

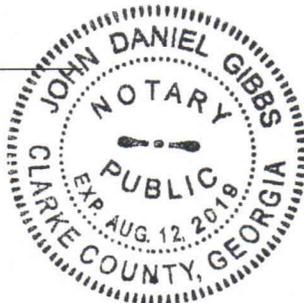
Executed on the 10 date of February, 2017 in Athens (city), Ga (state).

[Signature]
Signature of Authorized Officer or Agent

Brett Chandler, Owner
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 10 DAY OF February 2017.

[Signature]
Notary Public



8/12/2019
My Commission Expires

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement the day and year first written above:

OWNER: THE CITY OF PEACHTREE CORNERS, GEORGIA

Mike Mason, Mayor

Date: _____

Attest:

Kym Chereck, City Clerk

(SEAL)

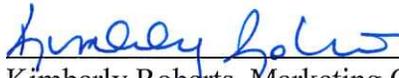
CONSULTANT: KECK & WOOD, INC.



Sam J. Serio, Associate Vice President

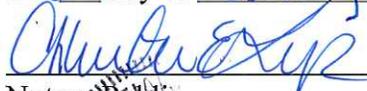
Date: 2/8/17

Attest:



Kimberly Roberts, Marketing Coordinator

Sworn and subscribed before me
this 8th day of February, 2017



Notary Public
My commission expires _____



**My commission expires
the 19th day of June, 2018**

KECK & WOOD, INC.
STANDARD HOURLY BILL RATES
2/1/2016

PRI- Principal	\$195.00
SSE - Senior Specialty Engineer	\$180.00
SLA - Senior Landscape Architect	\$150.00
LA - Landscape Architect	\$110.00
ST4 - Staff Engineer IV	\$160.00
ST3 - Staff Engineer III	\$135.00
ST2 - Staff Engineer II	\$110.00
STE - Staff Engineer I	\$105.00
PLS - Registered Land Surveyor	\$115.00
SPC - Senior Survey Party Chief	\$74.00
STC - Survey Technician	\$55.00
SAD - Senior A/E Designer	\$105.00
EAS - Engineering Associate	\$120.00
SRT - Senior Design Technician	\$95.00
TEC - Design Technician	\$80.00
CAD - CAD Technician	\$65.00
SMT - Senior GIS/IT Specialist	\$95.00
CL2 - Clerical/Administrative	\$65.00
CLI - Clerical/Administrative	\$55.00
OFM - Office Administrator	\$78.00
ROB1 - 1 Man Robot/GPS	\$95.00
ROB - 2 Man/GPS	\$125.00
SV2 - 2 Man Svy Crew	\$115.00
SV3 - 3 Man Svy Crew	\$145.00

R2017-02-73

B. Johnson

**A RESOLUTION IN SUPPORT OF HOUSE BILL 369, CREATING A
PUBLIC FACILITIES AUTHORITY.**

WHEREAS, for the purpose of creating a City of Peachtree Corners Facilities Authority,

WHEREAS, to confer powers and impose duties on the authority,

WHEREAS, to provide the membership and the appointment of members of the authority,

WHEREAS, to provide for rules and regulations,

WHEREAS, House Bill 369 is attached as Exhibit A.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the City of Peachtree Corners that they support House Bill 369.

ADOPTED by the **Mayor and City Council** of the **City of Peachtree Corners** this 27th day of February 2017.

**Mike Mason, Mayor
City of Peachtree Corners**

Kym Chereck, City Clerk

EXHIBIT A

House Bill 369

By: Representative Hilton of the 95th

A BILL TO BE ENTITLED
AN ACT

1 To create the City of Peachtree Corners Public Facilities Authority; to provide for a short title
2 and legislative findings; to confer powers and impose duties on the authority; to provide for
3 the membership and the appointment of members of the authority and their terms of office,
4 qualifications, duties, powers, and compensation; to provide for vacancies, organization,
5 meetings, and expenses; to provide for definitions; to provide for the issuance and sale of
6 revenue bonds and their negotiability, sale, and use of proceeds from such sales; to provide
7 for conditions for issuance of such obligations; to prohibit the pledge of credit for the
8 payment of bonds; to provide for trust indentures; to provide for payment of bond proceeds;
9 to provide for bondholder remedies and protection; to provide for refunding bonds; to
10 provide for bond validation; to provide for venue and jurisdiction; to provide for trust funds;
11 to provide for the authority's purpose; to provide for charges; to provide for rules and
12 regulations; to provide for tort immunity; to provide for tax exemptions and exemptions from
13 levy and sale; to provide for supplemental powers; to provide for effect on other
14 governments; to provide for liberal construction; to provide for severability; to provide for
15 related matters; to provide an effective date; to repeal conflicting laws; and for other
16 purposes.

17 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

18 **SECTION 1.**

19 Short title.

20 This Act shall be known and may be cited as the "City of Peachtree Corners Public Facilities
21 Authority Act."

22

SECTION 2.

23

Creation of authority; purpose.

24 There is created a body corporate and politic to be known as the "City of Peachtree Corners
 25 Public Facilities Authority," which shall be deemed to be a public corporation. Such
 26 corporation shall be separate and distinct from any public corporation or other entity
 27 heretofore created by the General Assembly and shall be an instrumentality of the State of
 28 Georgia exercising governmental powers. The authority is created for the purpose of
 29 promoting the public good and general welfare of the citizens of the City of Peachtree
 30 Corners and assisting the City of Peachtree Corners in providing facilities, equipment, and
 31 services to the citizens of the City of Peachtree Corners in the most efficient means possible.
 32 In connection with the exercise of any of its powers, the members of the authority may make
 33 findings or determinations that will promote the public good and general welfare of the
 34 citizens of the City of Peachtree Corners and assist the City of Peachtree Corners in
 35 providing facilities, equipment, and services, and such findings or determinations, if made,
 36 shall be conclusive and binding.

37

SECTION 3.

38

Definitions.

39 As used in this Act, the following words and terms shall have the meaning specified unless
 40 the context or use clearly indicates a different meaning or intent:

41 (1) "Authority" means the City of Peachtree Corners Public Facilities Authority created
 42 by this Act.

43 (2) "Cost of the project" means and includes:

44 (A) The cost of construction;

45 (B) The cost of all land and interests therein, properties, rights, easements, and franchises
 46 acquired;

47 (C) The cost of acquiring, constructing, or erecting buildings, improvements, materials,
 48 labor, and services;

49 (D) The cost of all machinery and equipment;

50 (E) Financing charges and interest prior to and during construction or acquisition of any
 51 project and for six months after such project is placed into service and operational at the
 52 level intended;

53 (F) The cost of construction, engineering, architectural, fiscal, accounting, inspection,
 54 and legal expenses relating to a project or to the financing or refinancing of any project

55 and other expenses necessary or incident to determining the feasibility or practicability
 56 of any project; and

57 (G) Administrative expenses relating to any project or the financing or refinancing
 58 thereof and such other expenses as may be necessary or incident to the financing of a
 59 project authorized by this Act, the acquisition, construction, renovation, reconstruction,
 60 or remodeling of a project, and the placing of the same in operation.

61 Any obligation or expense incurred for any of the purposes in this paragraph shall be
 62 regarded as part of the cost of the project and may be paid or reimbursed as such out of any
 63 funds of the authority, including proceeds of any revenue bonds issued under the provisions
 64 of this Act for any such project or projects and the proceeds of the sale of any contracts,
 65 lease agreements, or installment sales agreements or the amounts payable thereunder, either
 66 directly or by the creation of interests therein.

67 (3) "City" means the City of Peachtree Corners, Georgia, or its successor.

68 (4) "Project" means and includes the acquisition, construction, equipping, maintenance,
 69 and operation of any undertaking as defined in Code Section 36-82-61 of the O.C.G.A.;
 70 any undertaking, project, or service for which any governmental body contracting with the
 71 authority is authorized by law to undertake in the performance of its governmental,
 72 administrative, or proprietary functions; all personal property to be used in connection
 73 therewith; and the lease and sale of any part or all of such facilities, including real and
 74 personal property, so as to ensure the efficient and proper development, maintenance, and
 75 operation of such project deemed by the authority to be necessary, convenient, or desirable.
 76 A project may be composed exclusively of real or personal property, equipment, fixtures,
 77 machinery, or other property of any nature whatsoever used or useful in connection with
 78 the governmental, administrative, and proprietary functions of any governmental body
 79 contracting with the authority for its services or facilities.

80 (5) "Revenue bonds" means revenue bonds issued by the authority pursuant to the terms
 81 of this Act or under Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond
 82 Law."

83 **SECTION 4.**

84 Powers of the authority.

85 The authority shall have the power:

- 86 (1) To hold, own, lease, transfer, and convey real and personal property or interests
 87 therein;
- 88 (2) To sue and be sued;
- 89 (3) To have and use a seal and to alter the same at its pleasure;

- 90 (4) To acquire, construct, purchase, own, equip, operate, extend, improve, lease, and sell
91 any project;
- 92 (5) To exercise the powers conferred upon a public corporation or a public authority by
93 Article IX, Section III, Paragraph I of the Constitution of Georgia, and such authority is
94 expressly declared to be a public corporation or a public authority within the meaning of
95 such provision of the Constitution of Georgia;
- 96 (6) To acquire property and projects in its own name by gift or by purchase on such terms
97 and conditions and in such manner as it may deem proper. If the authority shall deem it
98 expedient to construct any project on real property or any interest therein or usufruct which
99 is subject to the control of the city, the city is authorized to convey such real property or
100 interest therein to the authority for no consideration or for such consideration as may be
101 agreed upon by the authority and the city, taking into consideration the public benefit to be
102 derived from such conveyance. The city may transfer such property or interest therein
103 without regard to any determination as to whether or not such property or interest therein
104 is surplus;
- 105 (7) To accept gifts and bequests for its corporate purposes;
- 106 (8) To appoint, select, and employ, with or without bidding, as the authority may choose,
107 officers, agents, and employees, including engineering, architectural, and construction
108 experts, fiscal agents, underwriters or other advisors, and attorneys, and to fix their
109 compensation;
- 110 (9) To make and execute with public and private persons and corporations contracts, lease
111 agreements, rental agreements, installment sale agreements, and other instruments relating
112 to its projects and incident to the exercise of the powers of the authority, including
113 contracts for constructing, renting, leasing, and selling its projects for the benefit of the
114 city; and, without limiting the generality of this paragraph, authority is specifically granted
115 to the authority and to the city to enter into contracts, lease agreements, rental agreements,
116 installment sale agreements, and related agreements for a term not exceeding 50 years as
117 provided in Article IX, Section III of the Constitution of Georgia;
- 118 (10) To lease, sell, transfer, or otherwise dispose of any property, real or personal, or assets
119 of the authority or to assign its rights under its contracts, lease agreements, or installment
120 sale agreements or its right to receive payments thereunder, either directly or through trust
121 or custodial arrangements whereby interests are created in such contracts, lease agreements,
122 or installment sale agreements or the payments to be received thereunder through the
123 issuance of trust certificates, certificates of participation, custodial receipts, or other similar
124 instruments;
- 125 (11) To accept loans or grants of money or property of any kind from the United States,
126 the State of Georgia, or any political subdivision of the State of Georgia;

- 127 (12) To borrow money for any of its corporate purposes and to issue revenue bonds, notes,
128 or other types of indebtedness payable solely from funds or revenues of the authority
129 pledged for that purpose; to pledge and assign any of its revenues, income, rent, charges,
130 and fees to provide for the payment of the same; and to provide for the rights of the holders
131 of such revenue bonds;
- 132 (13) To enter into interest rate swaps, collars, or other types of interest rate management
133 agreements or credit enhancement or liquidity agreements relating to any obligations of the
134 authority, provided that the obligation of the authority under such agreements shall not be
135 a general obligation of the authority but shall be a limited obligation of the authority
136 payable from a specific source of funds identified for such purpose;
- 137 (14) To make such rules and regulations governing its employees and property as it may
138 in its discretion deem proper;
- 139 (15) To be sued the same as any private corporation on any contractual obligation of the
140 authority. The authority shall have the same rights to sue any other person or entity as any
141 private corporation; and
- 142 (16) To issue its revenue bonds, notes, or other obligations to finance or refinance any
143 project which may be financed by the city under Article 3 of Chapter 82 of Title 36 of the
144 O.C.G.A., the "Revenue Bond Law."

145

SECTION 5.

146

Members of the authority; terms of office.

147 The authority shall consist of seven members who shall be appointed by the mayor and
148 council of the City of Peachtree Corners. The mayor and councilmembers of the City of
149 Peachtree Corners may be appointed as members of the authority. In the event that the
150 mayor or any councilmember is appointed as a member of the authority, such mayor or
151 councilmember shall hold the office of member of the authority for a term coinciding with
152 his or her term on the city council or as mayor and shall serve until his or her successor takes
153 office. All other appointments of members to the authority shall be made for terms of three
154 years and until successors are appointed and qualified. Immediately after such appointments,
155 the members of the authority shall enter upon their duties. To be eligible for appointment
156 as a member of the authority, a person shall be at least 21 years of age, shall be a resident of
157 the City of Peachtree Corners, Georgia, for at least two years prior to the date of his or her
158 appointment, and shall not have been convicted of a felony. Any member of the authority
159 may be selected and appointed to succeed himself or herself. The mayor and city council,
160 in their capacities to the city, may nominate and appoint up to three additional members to
161 the authority who possess knowledge or experience in matters within the power of the

162 authority. The three additional members of the authority shall serve one-year terms and are
163 eligible to be reappointed without limitation. Immediately after their official seating on the
164 authority, the additional members of the authority shall enter upon their duties. A majority
165 of the members of the authority shall constitute a quorum, and no vacancy on the authority
166 shall impair the right of the quorum to exercise all the rights and perform all the duties of the
167 authority, and in every instance, a majority vote of a quorum shall authorize any legal act of
168 the authority, including all things necessary to authorize and issue revenue bonds. The
169 authority shall elect one of its members as chairperson and shall elect a secretary and a
170 treasurer. The secretary and treasurer need not necessarily be members of the authority. The
171 chairperson shall be a nonvoting member of the authority; however, if at any time there are
172 an even number of members on the authority, the chairperson shall be allowed to vote but
173 only to break a tie. The authority may elect a vice chairperson or any number of assistant
174 secretaries or treasurers as it may from time to time deem necessary or desirable. The
175 members of the authority shall not be entitled to compensation for their services but shall be
176 entitled to and shall be reimbursed for their actual expenses necessarily incurred in the
177 performance of their duties. The authority shall make rules and regulations for its own
178 governance, and it shall have perpetual existence. Any change in name or composition of
179 the authority shall in no way affect the vested rights of any person under the provisions of
180 this Act or impair the obligations of any contracts existing under this Act.

181

SECTION 6.

182

Issuance and sale of revenue bonds.

183 The authority shall have power and is authorized from time to time to provide for the
184 issuance and sale of negotiable revenue bonds in the manner provided by Article 3 of
185 Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond Law," for the purpose of paying
186 all or any part of the cost of any one or more projects, including the cost of constructing,
187 reconstructing, equipping, extending, adding to, or improving any such project, or for the
188 purpose of refunding, as provided in this Act, any such bonds of the authority or any other
189 authority or public body previously issued to finance or refinance the cost of a project. The
190 principal of and interest on such revenue bonds shall be a limited obligation of the authority
191 payable solely from the source or sources of funds specified in the indenture or resolution
192 of the authority authorizing the issuance of such revenue bonds. The revenue bonds of each
193 issue shall be issued and validated under and in accordance with the provisions of the
194 "Revenue Bond Law." Such revenue bonds shall mature on such dates, bear interest at such
195 rate or rates, whether fixed or variable, be subject to redemption, and have such other terms
196 as the authority may provide in the indenture or resolution relating thereto.

197

SECTION 7.

198

Power to incur loans or issue notes.

199 The authority shall also have the power to incur indebtedness from time to time for the
200 purpose of financing or refinancing any project or refunding any obligations previously
201 issued for such purpose, or for any other purpose, whether in the form of a loan or through
202 the issuance of notes, and the principal of and interest on such notes or loans shall be a
203 limited obligation of the authority payable solely from the source or sources of funds
204 specified in the resolution or indenture of the authority authorizing such loan or the issuance
205 of such notes. Any such loan or notes shall not be required to be validated as a condition to
206 the issuance thereof and shall have such terms as may be specified by the authority in the
207 resolution or indenture authorizing the same.

208

SECTION 8.

209

Negotiable instruments; bonds or other obligations exempt from taxation.

210 All revenue bonds issued under the provisions of this Act shall have all the qualities and
211 incidents of negotiable instruments under the negotiable instruments law of this state. All
212 such bonds, and any loan incurred or note issued as provided in this Act, are declared to be
213 issued or incurred for an essential public and governmental purpose, and such obligations and
214 the interest thereon shall be exempt from all taxation within this state.

215

SECTION 9.

216

Revenue bonds or notes not a debt or general obligation.

217 Revenue bonds or notes issued under the provisions of this Act or any loan incurred as
218 authorized herein shall not constitute a debt or a pledge of the faith and credit of the State of
219 Georgia or of any political subdivision thereof, including the city, but shall be payable solely
220 from the sources as may be designated in the resolution or indenture of the authority
221 authorizing the issuance of the same. The issuance of such obligations shall not directly,
222 indirectly, or contingently obligate the State of Georgia or any political subdivision thereof,
223 including the city, to levy or pledge any form of taxation for the payment thereof. No holder
224 of any bond or receiver or trustee in connection therewith shall have the right to enforce the
225 payment thereof against any property of the State of Georgia or any political subdivision
226 thereof, including the city, nor shall any such bond constitute a charge, lien, or encumbrance,
227 legal or equitable, upon any such property. All such obligations shall contain on their face
228 a recital setting forth substantially the provisions of this section. Nothing in this section shall

229 be construed to prohibit the State of Georgia or any political subdivision or agency thereof,
230 including the city, from obligating itself to pay the amounts required under any contract
231 entered into with the authority pursuant to Article IX of the Constitution of Georgia or any
232 successor provision, including from funds received from taxes to be levied and collected for
233 that purpose to the extent necessary to pay the obligations contractually incurred by the
234 authority and from any other source.

235 **SECTION 10.**

236 Issuance of bonds or obligations under indentures or resolutions.

237 In the discretion of the authority, any issuance of such revenue bonds, notes, or other
238 obligations may be secured by a trust indenture by and between the authority and a trustee,
239 which may be any trust company or bank having the powers of a trust company within or
240 outside of the State of Georgia. Such trust indenture may pledge or assign fees, tolls, rents
241 revenues, and earnings to be received by the authority, including the proceeds derived from
242 the financing, sale, or lease, from time to time, of any project. Either the resolution
243 providing for the issuance of revenue bonds or other obligations or such trust indenture may
244 contain such provisions for protecting and enforcing the rights and remedies of the owners
245 of such bonds or obligations as may be reasonable and proper and not in violation of law,
246 including covenants setting forth the duties of the authority or any lessee or purchaser in
247 relation to the acquisition and construction of any project, the maintenance, operation, repair,
248 and issuance of any project, and the custody, safeguarding, and application of all moneys,
249 including the proceeds derived from the sale or lease of any project or from the sale of any
250 such bonds, notes, or other obligations, and may contain provisions concerning the
251 conditions, if any, upon which additional bonds, notes, or other obligations may be issued,
252 whether on a parity with or subordinate to any other obligations issued by the authority.
253 Such indenture or resolution may set forth the rights and remedies of the owners of such
254 obligations and of the trustee. Such trust indenture may contain such other provisions as the
255 authority may deem reasonable and proper for the security of the owners of such bonds or
256 other obligations or otherwise necessary or convenient in connection with the issuance of
257 such obligations. All expenses incurred in carrying out such trust indenture may be treated
258 as a part of the cost of maintenance, operation, and repair of the project affected by such
259 indenture.

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SECTION 11.

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Security of the payment of bonds or other obligations.

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The authority may assign or pledge any property or revenues to the payment of the principal of and interest on revenue bonds of the authority as the resolution authorizing the issuance of the bonds or the trust indenture may provide. The use and disposition of such property or revenues assigned to the payment of bonds or other obligations shall be subject to the indenture or resolution authorizing the issuance of such revenue bonds or obligations. Any lien created by the authority for the payment of such bonds or obligations may be a first lien or a subordinate lien as the authority may provide, and any such indenture or resolution may provide, at the option of the authority, for the issuance of additional bonds or other obligations sharing any lien on a parity or subordinate lien basis.

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SECTION 12.

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Refunding bonds or obligations.

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The authority is authorized to provide by resolution for the issuance of obligations, whether revenue bonds, notes, or other obligations, for the purpose of refunding any revenue bonds or other obligations issued under the provisions of this Act or under any other provision of Georgia law so long as such bonds or other obligations were issued for a purpose or project for which the authority could issue bonds. The issuance of such refunding bonds or other obligations and all the details thereof, the rights of holders thereof, and the duties of the authority with respect to the same shall be governed by the provisions of this Act insofar as the same may be applicable.

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SECTION 13.

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Principal office; venue.

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The principal office of the authority shall be in the city, and the venue of any action against it shall be in Gwinnett County. Any action pertaining to the validation of any bonds issued under the provisions of this Act and for the validation of any contract entered into by the authority shall be brought in the Superior Court of Gwinnett County, and such court shall have exclusive original jurisdiction of such actions. Service upon the authority of any process, subpoena, or summons shall be effected by serving the same personally upon any member of the authority.

290

SECTION 14.

291

Validation of revenue bonds.

292 Revenue bonds of the authority shall be confirmed and validated in accordance with the
293 procedure set forth in Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the "Revenue Bond
294 Law," as the same now exists or may hereafter be amended. The petition for validation shall
295 also make a party defendant to such action the city, if the city has or will contract with the
296 authority with respect to the project for which bonds are to be issued and are sought to be
297 validated. The bonds, when validated, and the judgment of validation shall be final and
298 conclusive with respect to the validity of such bonds against the authority and against all
299 other persons or entities, regardless of whether such persons or entities were parties to such
300 validation proceedings.

301

SECTION 15.

302

No impairment of rights.

303 While any of the bonds or other obligations issued by the authority or any interests in
304 contracts of the authority remain outstanding, the powers, duties, or existence of the authority
305 or its officers, employees, or agents shall not be diminished or impaired in any manner that
306 will affect adversely the interest and rights of the holders of such bonds or obligations or
307 such interests in contracts of the authority. The provisions of this section shall be for the
308 benefit of the authority and the holders of any such bonds or obligations and interests in
309 contracts of the authority and, upon the issuance of bonds or obligations or the creation of
310 interests in contracts of the authority under the provisions of this Act, shall constitute a
311 contract with the holders of such bonds or obligations or such interests in contracts of the
312 authority.

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SECTION 16.

314

Trust funds; permitted investments.

315 All moneys received by the authority pursuant to this Act, whether as proceeds from the sale
316 of revenue bonds or obligations of the authority, as grants or other contributions, or as
317 revenues, income, fees, and earnings, shall be deemed to be trust funds to be held and applied
318 solely as provided in this Act and in such resolutions and trust indentures as may be adopted
319 and entered into by the authority pursuant to this Act. Any such moneys or funds may be
320 invested from time to time in such investments as may be permitted under the indenture,
321 agreement, or resolution establishing the fund or account in which such funds are held, or if

322 not held in such a fund or account, in such investments as would be permitted for
323 investments of a development authority created under Code Section 36-62-1, et seq., of the
324 O.C.G.A.

325 **SECTION 17.**

326 Power to set rates, fees, and charges.

327 The authority is authorized to prescribe and fix rates, fees, tolls, rents, and charges and to
328 revise, from time to time, and collect such revised rates, fees, tolls, rents, and charges for the
329 services, facilities, or commodities furnished, including leases, concessions, and subleases
330 of its projects, and to determine the price and terms at and under which its projects may be
331 sold, leased, or otherwise disposed. The authority may establish in its discretion procedures
332 for contracting for any work done for the authority or for the acquisition, sale, transfer, or
333 lease of any property, real or personal, of the authority.

334 **SECTION 18.**

335 Essential governmental function; no taxes or assessments.

336 All property or interests in property owned by the authority shall be public property held and
337 owned for governmental purposes and shall be exempt from ad valorem taxation. The
338 exercise of the powers conferred upon the authority hereunder shall constitute an essential
339 governmental function for a public purpose and the authority shall not be required to pay
340 taxes or assessments upon any of the property acquired by it or under its jurisdiction, control,
341 possession, or supervision or upon its activities in the operation and maintenance of property
342 acquired by it or of buildings acquired or erected by it or any fees, rentals, or other charges
343 for the use of such property or buildings or other income received by the authority. The tax
344 exemption herein provided shall not include an exemption from sales and use tax on property
345 purchased by or for the use of the authority.

346 **SECTION 19.**

347 Immunity of authority and members.

348 The authority shall have the same immunity and exemption from liability for torts and
349 negligence as the City of Peachtree Corners; and the officers, agents, and employees of the
350 authority, when in the performance of the work of the authority, shall have the same
351 immunity and exemption from liability for torts and negligence as the officers, agents, and
352 employees of the City of Peachtree Corners.

353 **SECTION 20.**

354 Authority property not subject to levy and sale.

355 The property of the authority shall not be subject to levy and sale under legal process.

356 **SECTION 21.**

357 Authority area of operation.

358 The scope of the authority's operations shall be limited to the territory embraced within the
359 territorial limits of the city, as the same now or may hereafter exist; provided, however, that
360 nothing in this section shall prevent the authority from contracting with any entity, public or
361 private, outside of the city with respect to any project located in or outside of the city if the
362 authority shall determine that entering into such contract is in the best interest of the
363 authority and in furtherance of its public purposes.

364 **SECTION 22.**

365 Supplemental powers.

366 This Act does not in any way take away from the authority any power which may be
367 conferred upon it by law but is supplemental thereto.

368 **SECTION 23.**

369 No power to impose taxes.

370 The authority shall not have the right to impose any tax on any person or property.

371 **SECTION 24.**

372 Act to be liberally construed.

373 This Act shall be liberally construed to effect the purposes hereof.

374 **SECTION 25.**

375 Severability of provisions.

376 Should any sentence, clause, phrase, or part of this Act be declared for any reason to be
377 unconstitutional or invalid, the same shall not affect the remainder of this Act, or any part
378 hereof, other than the part so held to be invalid, but the remaining provisions of this Act shall

379 remain in full force and effect, and it is the express intention of this Act to enact each
380 provision of this Act independently of any other provision hereof.

381 **SECTION 26.**

382 Effective date.

383 This Act shall become effective upon its approval by the Governor or upon its becoming law
384 without such approval.

385 **SECTION 27.**

386 General repealer.

387 All laws and parts of laws in conflict with this Act are repealed.