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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

January 16, 2018

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL - Conference Room
310 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 – December 19, 2017 (Council Meeting), January 2, 2018 (Council Meeting), January 2, 2018 (Work Session).

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) PRESENTATIONS AND REPORTS

1. **Mayor Mason** Swearing in of Council Member Christ.
2. **Brian Johnson** Presentation on Highway 141 Grade Separated Crossing.

I) CONSENT AGENDA

1. **APH 2018-01-061** Approval of Alcoholic Beverage License Application For The Tazbar & Grill, 6470 Spalding Dr, Ste A. Applicant Dr. Anthony S. Lewis is applying for Consumption on Premise Beer, Wine, Distilled Spirits, and Sunday Sales License.

J) PUBLIC HEARING

1. **O2017-11-106** Second Read and Consideration of RZ2017-004 & CIC2017-004, Roberts Properties, request to rezone two parcels consisting of 4.4 acres from C-2 to MUD along with associated change-in-conditions to accommodate a new mixed-use development at 4936 Peachtree Corners Circle and 5246 Peachtree Parkway, Dist. 6, Land Lot 301, Peachtree Corners, GA. (**Tabled from 12-19-17**)

2. **O2017-12-108** Second Read and Consideration of PH2017-014, Structures Excluded from Height Limitations, in order to consider an amendment to Zoning Code Sec. 701 to allow for additional architectural features of religious buildings to be exempted from standard height limitations.
3. **O2018-01-111** Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, setting the salary of the Mayor and Council Members.
4. **O2018-01-112** Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, establishing a millage rate cap of 1 mill.
5. **O2018-01-113** Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, establishing Public-Private and Public -Public Partnerships as the preferred service delivery model.
6. **O2018-01-114** First Read and Consideration of SUP2017-001, Montessori Day Care, request to approve a special use permit to allow a new Montessori day care at 5688 Peachtree Parkway, Dist. 6, Land Lot 285, Peachtree Corners, GA. (Second Read and Public Hearing February 20, 2018)
7. **R2018-01-97** Resolution of the mayor and council of the City of Peachtree corners approving and authorizing the execution, delivery and performance of a contract with the Downtown Development Authority of the City of Peachtree corners.

K) ITEMS FOR CONSIDERATION

L) CITY MANAGER UPDATES

M) EXECUTIVE SESSION

N) ADJOURNMENT

Meeting Minutes



CITY OF PEACHTREE CORNERS
COUNCIL MEETING MINUTES
DECEMBER 19, 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 |
| Public Works Director | Greg Ramsey |
| Plan. & Zoning Admin. | Jeff Conkle |

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

MAYOR'S OPENING REMARKS: Mayor Mason expressed Season's Greetings to all.

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE NOVEMBER 20, 2017 COUNCIL MEETING.

By: Council Member Sadd
Seconded by: Council Member Gratwick
Vote: (6-0-1) (Sadd, Gratwick, Mason, Wright, Aulbach, Christopher)
(Christ abstained)

MOTION TO APPROVE THE MINUTES FROM THE DECEMBER 11, 2017 WORK SESSION.

By: Council Member Sadd
Seconded by: Council Member Gratwick
Vote: (6-0-1) (Sadd, Gratwick, Mason, Wright, Aulbach, Christopher)
(Christ abstained)

CONSIDERATION OF MEETING AGENDA:

MOTION TO ADD TWO RESOLUTIONS TO THE AGENDA (R2017-12-95, R2017-12-96), ADD ONE ACTION ITEM TO THE AGENDA, AND CHANGE THE SEQUENCE OF PUBLIC HEARINGS, FOR O2017-11-106 TO BE HEARD FIRST.

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

PUBLIC COMMENT: There were two public comments. One comment was to wish everyone a Happy Chanukah, and the other was to inquire as to the definition of Smart Cities.

PRESENTATIONS AND REPORTS:

Pedestrian Task Force

Brian Miesieski, Calvin Grimes, Amanda Higgins, Mim Harris, Julie Morgan and Kristin Adams gave a brief presentation on the findings of the Pedestrian Task Force. The Task Force identified problem areas and were solution oriented. A copy of the presentation may be obtained from Greg Ramsey, Public Works Director.

Carl Vinson Institute of Government

Ted Baggett of the Carl Vinson Institute gave a brief overview of the City of Peachtree Corners Charter Review, which they prepared. A copy of this review is available on the City's website.

ITEMS FOR CONSIDERATION:

R2017-12-95

Resolution of the City Council of the City of Peachtree Corners, Georgia, calling for an amended Charter for the City, approving a draft of the same, and authorizing the City Manager and other City personnel to submit the same to the General Assembly and seek its passage at the 2018 Legislative Session, and for other purposes.

MOTION TO APPROVE R2017-12-95.

By: Council Member Christopher

Seconded by: Council Member Sadd

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

ACTION ITEM

Consideration for approval to purchase the Cheeley Property for \$6.9 million and authorizing the City Manager to execute the agreement.

MOTION TO APPROVE THE PURCHASE OF THE CHEELEY PROPERTY FOR \$6.9 MILLION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

By: Council Member Sadd

Seconded by: Council Member Aulbach

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

PUBLIC HEARING:

O2017-11-106

Second Read and Consideration of RZ2017-004 & CIC2017-004, Roberts Properties, request to rezone two parcels consisting of 4.4 acres from C-2 to MUD along with associated change-in-conditions to accommodate a new mixed-use development at 4936 Peachtree Corners Circle and 5246 Peachtree Parkway, Dist. 6, Land Lot 301, Peachtree Corners, GA.

MOTION TO TABLE UNTIL JANUARY 16, 2018.

By: Council Member Christ

Seconded by: Council Member Sadd

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

O2017-11-105

Second Read and Consideration of RZ2017-003 & V2017-008, Holcomb Bridge Road Townhomes, request to rezone a 2.16-acre parcel from C-1 to R-TH along with associated variances to accommodate a new 17-unit townhome development at 3926 Holcomb Bridge Road, Dist. 6, Land Lot 313, Peachtree Corners, GA.

MOTION TO APPROVE O2017-11-105 WITH STAFF CONDITIONS.

By: Council Member Christ

Seconded by: Council Member Aulbach

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

O2017-11-107

Second Read and Consideration of "PTC Stormwater Utility Ordinance".

MOTION TO APPROVE O2017-11-107

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

O2017-12-109

Second Read and Consideration of an Ordinance of the Mayor and Council of the City of Peachtree Corners, Georgia to amend Article I of Chapter 14 (businesses) of the Code of the City of Peachtree Corners, Georgia; to amend subsection 4 regarding the structure of a levied occupation tax; to provide for an effective date and for other purposes.

MOTION TO APPROVE O2017-12-109.

By: Council Member Gratwick

Seconded by: Council Member Christ

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

ITEMS FOR CONSIDERATION:

R2017-12-89

A Resolution reappointing members to the Planning Commission.

MOTION TO APPROVE R2017-12-89.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

R2017-12-90

A Resolution reappointing members to the Zoning Board of Appeals.

MOTION TO TABLE R2017-12-90.

By: Council Member Christ

Seconded by: Council Member Sadd

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

ACTION ITEM

Consideration of acceptance of the Final State Route 141 Corridor Recommendations Report submitted by Wolverton & Associates.

MOTION TO APPROVE THE ACCEPTANCE OF THE FINAL STATE ROUTE 141 CORRIDOR RECOMMENDATIONS REPORT SUBMITTED BY WOLVERTON AND ASSOCIATES.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

R2017-12-91

A Resolution approving an amendment to the Financial Management Policy to establish a franchise fee and overhead fee chargeable to the stormwater enterprise fund in the City of Peachtree Corners, Georgia.

MOTION TO APPROVE R2017-12-91.

By: Council Member Gratwick

Seconded by: Council Member Christopher

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

R2017-12-92

A Resolution approving "The City of Peachtree Corners Fee Schedule" for the City of Peachtree Corners, Georgia.

MOTION TO APPROVE R2017-12-92.

By: Council Member Christ

Seconded by: Council Member Sadd

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

R2017-12-93

A Resolution approving the allowance of alcohol consumption at City Hall, located at 310 Technology Parkway for approved special events.

MOTION TO APPROVE R2017-12-93.

By: Council Member Christopher

Seconded by: Council Member Christ

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

ACTION ITEM

Contract amendment for the CH2M Services Contract.

MOTION TO APPROVE THE CONTRACT AMENDMENT FOR THE CH2M SERVICES CONTRACT.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

O2017-12-108

First Read and Consideration of PH2017-014, Structures Excluded from Height Limitations, in order to consider an amendment to Zoning Code Sec. 701 to allow for additional architectural features of religious buildings to be exempted from standard height limitations. (Second Read and Public Hearing January 16, 2018).

R2017-12-94

A Resolution approving additional funding from the Department of Natural Resources for a Trail Grant.

MOTION TO APPROVE R2017-12-94.

By: Council Member Sadd

Seconded by: Council Member Christopher

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

R2017-12-96

A Resolution to approve a lease agreement for 310 Technology Parkway, Suite 200; to establish financial limits for tenant improvements; to authorize a signatory for the City and other purposes.

MOTION TO APPROVE R2017-12-96.

By: Council Member Gratwick

Seconded by: Council Member Christopher

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

CITY MANAGER UPDATE: Brian Johnson, City Manager, informed the Mayor and Council that he will be holding a Q & A Session on Wednesday, January 10, 2018 at 7:00 PM at the new City Hall (310 Technology Parkway).

EXECUTIVE SESSION: There was no Executive Session.

ADJOURNMENT: 11:12 PM

MOTION TO ADJOURN.

By: Council Member Aulbach

Seconded by: Council Member Wright

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

Approved,

Attest:

Mike Mason, Mayor

Kymerly Chereck, City Clerk
(Seal)



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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

January 2, 2018

WORK SESSION MINUTES

7:05 PM

PEACHTREE CORNERS CITY HALL – Conference Room
310 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

The Mayor and Council of the City of Peachtree Corners held a Work Session at City Hall, 310, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor
Council Member
Council Member
Council Member
Council Member
Council Member
Council Member

Mike Mason
Phil Sadd – Post 1
Eric Christ – Post 2 - Absent
Alex Wright – Post 3
Jeanne Aulbach – Post 4
Lorri Christopher – Post 5
Weare Gratwick – Post 6

City Manager
City Clerk
City Attorney
City Attorney
Finance Director
Public Works Director
Communications Director
Planning & Dev. Mgr.

Brian Johnson
Kym Chereck
Bill Riley
Joe Leonard
Brandon Branham
Greg Ramsey
Judy Putnam
David Chastant

- 1. O2018-01-01 First Read and Consideration of an Ordinance of the City of Peachtree Corners setting the salary of the Mayor and Council Members.** – After brief discussion Brian Johnson, City Manager, read the first reading of O2018-01-01.
- 2. O2018-01-02 First Read and Consideration of an Ordinance of the City of Peachtree Corners setting the municipal property tax levy.** – After brief discussion Brian Johnson, City Manager, read the first reading of O2018-01-02.
- 3. O2018-01-03 First Read and Consideration of an Ordinance of the City of Peachtree Corners establishing Public-Private and Public-Public Partnerships as the preferred service delivery model.** – After brief discussion Brian Johnson, City Manager, read the first reading of O2018-01-03.

4. **City Manager Updates** – Brian Johnson informed the Mayor and Council that he will host a Q & A Session on Wednesday, January 10, 2018 at 7:00 PM at City Hall.
5. **Executive Session** – There was no Executive Session.
6. **Adjournment** – 8:23 PM

Approved,

Attest:

Mike Mason, Mayor

Kym Chereck, City Clerk
(Seal)

APH 2018-01-061



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: January 16th, 2018, City Council Meeting

Agenda Item: APH 2018-01-061 Approval of Alcoholic Beverage License Application For The Tazbar & Grill, 6470 Spalding Dr, Ste A. Applicant Dr. Anthony S. Lewis 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 License for The Tazbar & Grill, 6470 Spalding Dr., Ste A.

Background:

Applicant submitted a completed application on December 4th, 2017. Required advertising for the application was published in the Gwinnett Daily Post on December 15th, and December 22nd. Applicant has passed the background investigation and meets all requirements.

Discussion:

New Business
Staff has reviewed this application and recommends approval.

Alternatives:

None

02017-11-106

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

REZONING AND CHANGE IN CONDITIONS ANALYSIS

PLANNING COMMISSION DATE: NOVEMBER 14, 2017
CITY COUNCIL DATE: DECEMBER 19, 2017 (Tabled to January 16, 2018)

CASE NAME: **ROBERTS PROPERTIES MIXED USE**

CASE NUMBER: **RZ-2017-004/ CIC2017-004**

CURRENT ZONING: C-2

LOCATION: 4936 PEACHTREE CORNERS CIRCLE AND 5246 PEACHTREE PARKWAY

MAP NUMBERS: 6th DISTRICT, LAND LOT 301

ACREAGE: 4.4 ACRES

PROPOSED DEVELOPMENT: REZONE FROM C-2 TO MUD TO ACCOMMODATE A MIXED-USE DEVELOPMENT ALONG WITH ASSOCIATED CHANGE IN CONDITIONS

FUTURE DEVELOPMENT MAP: PREFERRED OFFICE

APPLICANT: ROBERTS PROPERTIES PEACHTREE RETAIL, LLC
375 NORTHRIDGE RD, STE 330
ATLANTA, GA 30350

CONTACT: CLAY MASSEY
404-881-4969

OWNER: ROBERTS PROPERTIES PEACHTREE RETAIL, LLC
375 NORTHRIDGE RD, STE 330
ATLANTA, GA 30350

**STAFF
RECOMMENDATION: APPROVE WITH CONDITIONS**

**PLANNING COMMISSION
RECOMMENDATION: APPROVE WITH CONDITIONS**

PROJECT UPDATE:

At the Planning Commission hearing, the applicant gave a detailed presentation of the project and the basis for the rezoning request. During the public hearing, five individuals spoke in opposition to the project and none spoke in support. The Planning Commission expressed concern related to architecture and site plan details. However, the Commission ultimately voted (3-0 with 2 members absent) to recommend approval of the project with conditions. Those conditions included all but one of Staff's recommended conditions along with all the conditions that the applicant requested to be added. Subsequent to the meeting, the applicant prepared his own list of conditions and submitted it for consideration.

In an effort to try to minimize the confusion between lists of conditions, Staff has prepared three draft ordinances. The first is based solely on the Staff Recommendation. The second is based on the Planning Commission recommendation. The third ordinance includes the applicant's proposed conditions. (Staff has reviewed these conditions and has no objections).

Included in this staff report are the Staff and Planning Commission recommendations with the items shown in red as those recommendations that are not on both (Staff and Planning Commission) lists. The applicant's list is only included in the Ordinance labeled 'Option 3'.

PROJECT DATA:

The applicant is seeking to rezone two parcels totaling 4.4 acres. The two parcels are located along Peachtree Parkway and Peachtree Corners Circle, adjacent to two developed C-2 parcels containing Chase Bank and Black Walnut Café, both of which are now owned by separate entities. The applicant's parcels are also adjacent to the Peachtree Corners Town Center site located along the northern boundary of the Peachtree Corners Circle parcel.

The applicant requests to rezone the above-mentioned parcels along Peachtree Parkway and Peachtree Corners Circle to allow for a mixed-use development. The proposal for the Peachtree Corners Circle parcel includes a boutique hotel and a mid-rise apartment building. Although the renderings label the hotel as a Hotel Indigo, the applicant has indicated that there are no contracts or agreements with the Indigo brand. The name is only intended as a representation of the type of hotel that could go on the site, but no hotel commitments are included as part of this application. The hotel is proposed to be adjacent to Peachtree Corners Circle while the apartment building would wrap in a U-shape from the interior to the site to the Peachtree Corners Circle frontage. Parking would be located in a shared garage at the base of the two buildings. Two swimming pools and amenity decks, one for each use, are shown located above the parking deck.

The proposal for the Peachtree Parkway parcel includes a one-story retail building located behind a small parking area along the street and adjacent to the main entryway into the larger development.

PARCEL DESCRIPTIONS

Parcel #1: This property is a 0.677-acre C-2 zoned parcel located on the east side of Peachtree Parkway just north of Peachtree Corners Circle. The parcel is between Chase Bank to the south and Black Walnut Café to the north. The main driveway into the larger development enters this parcel from Peachtree Parkway. The property has previously been cleared and graded and is vacant. The proposed site plan shows this parcel housing a new one-story retail building with access from the existing driveway along Peachtree Parkway.

Parcel #2: This property is a 3.732-acre C-2 zoned parcel located on the north side of Peachtree Corners Circle just east of Peachtree Parkway. The parcel is to the east (rear) of Chase Bank and Black Walnut Café. The secondary driveway into the larger development enters this parcel from Peachtree Corners Circle. The property has previously been cleared and graded and is vacant. The proposed site plan shows this parcel housing a 7 story, 110-room hotel along with a 7 story, 169-unit rental apartment building, both of which are situated above one shared basement level of parking. The shared parking garage also extends to the first floor of both buildings. The first floor contains hotel lobby, hotel amenity, residential lobby, and residential amenity space but does not contain hotel sleeping rooms nor apartment dwelling units.

ZONING HISTORY:

The subject property was approved pursuant to Gwinnett County Case CIC-08-021 for commercial uses and to be developed in general conformity to the original approved concept plan or similar to a 'forum/avenue style' development. The approved conditions of zoning required implementation of a specific design concept for the proposed development so the applicant was required to submit final building elevation/plans for review and approval by the Planning Commission.

The building elevations were approved by subsequent City of Peachtree Corners Case SUP2015-001 along with associated variances for the plan as shown at the time. That plan included the retail building now being proposed along Peachtree Parkway. However, the Peachtree Corners Circle parcel, now being proposed for a hotel and apartment building, was shown as a retail/office building and had a substantially different layout than what is currently being proposed. Small parking lot encroachments into the 50' and 75' stream buffers were also approved but the new proposal shows portions of the apartment building within the buffer, necessitating the change to one of the previously approved conditions.

The applicant's letter of intent (page 3) states that the current request for rezoning is based, in part, on the claim that C-2 zoning is not economically viable. The letter cites vacancy rates and economic conditions; however, due in large part to significant city investments made since incorporation, positive trends have been experienced in Peachtree Corners over the past five years. For example, commercial building permits have increased 19% and the number of business licenses issued have increased 5.2%. Since 2012, the number of jobs in the city has increased by 14.8%. During the same time period, 3 bank facilities have been constructed along with 1 movie theater, 2 recreation / entertainment facilities, 3 grocery stores and several restaurants. There have also been significant office renovations in and around Technology Park.

The applicant's letter of intent also states that the original C-2 zoning was limited by conditions imposed at the previous zoning hearing. However, the letter does not include two important

points regarding that previous hearing: 1.) The zoning conditions were voluntarily accepted by the applicant in exchange for the special use approval and the variance granted by the City Council. In fact, the City Council even took the unusual step of taking a recess during the zoning hearing in order to give the applicant's team sufficient time to consider the uses for the property; and 2.) the uses permitted on the applicant's property are identical to those permitted on the adjacent Town Center property.

ZONING STANDARDS:

Zoning Code Section 1702 identifies specific criteria that should be evaluated when considering a zoning decision. These criteria are enumerated as 'A' through 'F' below. Some of the applicant's responses were too lengthy to include in this report but can be found in the attached Letter of Intent. Those which were more succinct are below. Staff's comments are also included below:

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

Applicant's Response: Yes. (See Sections I, II, and III of the Letter of Intent)

Staff's Comment: The parcels requested to be rezoned are adjacent to existing MUD development at the Town Center. Expansion of the MUD zoning is suitable for this area and uses such as hotel, retail and residential are appropriate. However, the massing, intensity, scale, and density of the proposed project must also be considered in context with the surrounding area. Nearby retail and service uses in the surrounding area are characterized by 1 - 2 story buildings and residential properties are developed at no more than 3 - 4 stories. Office buildings in the Da Vinci Court area are also a maximum of 4 stories in height. Both the existing Forum and the future Town Center preserve these character traits. The proposed plan, however, has a much more intense character. And while the Town Center will have just under 12 units per acre of housing, the applicant is proposing 32 units per acre on the subject site.

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

Applicant's Response: No. Rather, the proposed rezoning will provide substantial benefits to the adjacent and nearby properties.

Staff's Comment: MUD zoning is appropriate for this area of the city. However, as described previously, the intensity and density of development proposed is not in character with the surrounding area. There is so much development proposed on the site that the only open space remaining on the applicant's property are the required setback areas and landscape strips.

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

Applicant's Response: No. [further explanation in letter of intent]

Staff's Comment: Yes. The property is zoned C-2, commercial, and has a reasonable economic use as currently zoned. All surrounding retail properties have the same zoning and they are developed and operational. The retail store and hotel shown on the applicant's plan, for example, are uses that are already allowed by right under the current C-2 zoning designation. The only use shown on the plan that is not currently allowed is the rental apartments.

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

Applicant's Response: No. According to a trip generation comparative analysis conducted by A&R Engineering, rezoning the subject property to MUD for RPPR's mixed-use development will result in a 40% decrease in daily traffic compared to the current Conditional C-2 zoning. Also, RPPR has installed handicap ramps, crosswalks, traffic signalization and other improvement to improve pedestrian connectivity at the intersection of Peachtree Parkway and Peachtree Circle, at no cost to the City. In addition, the apartment homes component of the development will include only one- and two-bedroom units, and MUD zoning of the property will not cause excessive or burdensome use of the city's schools. MUD zoning and the development also would not cause any excessive use of the city's utilities.

Staff's Comment: Staff evaluation of the trip generation analysis prepared by the applicant's consultant, A&R Engineers, found flaws in the calculations. (See chart on the next page.) Staff used the Trip Generation Manual, 9th Edition by the Institute of Transportation Engineers in its calculations. The difference between the two sets of calculations, (shown in red on the chart), translates to a 14.6% increase in P.M. peak traffic if the proposed zoning is approved, as calculated by staff, compared to a 29% decrease in the PM peak traffic as calculated by A&R Engineers.

| Land Use | Size | A.M. Peak Hour | | | P.M. Peak Hour | | | 24-Hour 2-way |
|------------------------------------|-----------|----------------|-----------|------------|----------------|------------|----------------------------|------------------|
| | | Enter | Exit | Total | Enter | Exit | Total | |
| 820 – Shopping Center | 56,900 sf | 69 | 42 | 111 | 197 | 214 | 411 211 | 4,707 |
| <i>Pass-by Trips (0%) 34%</i> | | 0 | 0 | 0 | -67 | -73 | -140 -71 | -1,400 |
| 932 – Restaurant | 10,400 sf | 62 | 50 | 112 | 61 | 41 | 102 116 | 1,322 |
| <i>Pass-by Trips (0%) 43%</i> | | 0 | 0 | 0 | -26 | -18 | -44 -48 | -440 |
| Total Trips without Reductions | | 131 | 92 | 223 | 258 | 255 | 513 327 | 6,029 |
| Total Trips with Reductions | | 131 | 92 | 223 | 165 | 164 | 329 205 | 4,189 |

*pass-by trips (AM) PM; 24 Hour pass-by trips estimated by considering PM pass-by as 10% of daily volume

| Land Use | Size | A.M. Peak Hour | | | P.M. Peak Hour | | | 24-Hour 2-way |
|------------------------------------|-----------|----------------|------------|------------|----------------|------------|------------|------------------|
| | | Enter | Exit | Total | Enter | Exit | Total | |
| 220 – Apartment | 169 Units | 17 | 70 | 87 | 72 | 39 | 111 | 1,148 |
| <i>Mixed-Use Trips</i> | | -1 | -1 | -2 | -5 | -3 | -8 | -93 |
| 310 – Hotel | 110 rooms | 34 | 24 | 58 | 34 | 32 | 66 | 611 |
| <i>Mixed-Use Trips</i> | | -1 | -1 | -2 | -2 | -2 | -4 | -49 |
| 820 – Shopping Center | 9,000 sf | 22 | 14 | 36 | 57 | 62 | 119 | 1,420 |
| <i>Mixed-Use Trips</i> | | -2 | -2 | -4 | -5 | -7 | -12 | -142 |
| <i>Pass-by Trips (0%) 34%</i> | | 0 | 0 | 0 | -18 | -19 | -37 | -370 |
| Total Trips without Reductions | | 73 | 108 | 181 | 163 | 133 | 296 | 3,179 |
| Total Trips with Reductions | | 69 | 104 | 173 | 133 | 102 | 235 | 2,525 |

*pass-by trips (AM) PM; 24 Hour pass-by trips estimated by considering PM pass-by as 10% of daily volume

TRIP GENERATION COMPARISON

The results of the trip generation comparison (shown in Table 3) indicate that the proposed zoning will see a 40% decrease in daily traffic over the existing zoning.

| Trip Generation | A.M. Peak Hour | | | P.M. Peak Hour | | | 24-Hour 2-way |
|--------------------------|----------------|-------------|-------------|----------------|-------------|-------------------------------|------------------|
| | Enter | Exit | Total | Enter | Exit | Total | |
| Existing Zoning | 131 | 92 | 223 | 165 | 164 | 329 205 | 4,189 |
| Proposed Zoning | 69 | 104 | 173 | 133 | 102 | 235 | 2,525 |
| Change in Trips | -62 | 12 | -50 | -32 | -62 | -94 +35 | -1,664 |
| <i>Percentage Change</i> | <i>-47%</i> | <i>+13%</i> | <i>-22%</i> | <i>-19%</i> | <i>-38%</i> | -29% +14.6% | -40% |

*Note: Staff calculations are shown in red.

In addition, Greg Stanfield, the planning director for Gwinnett County schools, has applied Gwinnett County's student generation rates to the proposed 169 apartment units and supplied the following student generation numbers for this project:

| | |
|-----------------------------|-------------|
| Simpson Elementary | 49 students |
| Pinckneyville Middle School | 25 students |
| Norcross High School | 35 students |

Although the actual student numbers could only be known if the project were built, even if Gwinnett County's projections turn out to have been overestimated by 75%, there would still be an additional 13 students added to Simpson Elementary School (the equivalent of one additional classroom), 7 students added to Pinckneyville Middle School and 9 students added to Norcross High School. While there may be some examples of mixed-use projects with lower resident student populations, those situations may be a function of the school district in which the development is located rather than the mixed-use nature of the project. Residents often make their housing choice based on school districts and families with school-age children are more inclined to locate close to a highly ranked school. Avalon, for example, tracks to Manning Oaks Elementary which is ranked #30 out of 58 elementary schools in Fulton County. By comparison, Simpson Elementary is ranked #1 out of 78 in Gwinnett County.

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

Applicant's Response: Yes. [further explanation in letter of intent]

Staff's Comment: (see Comprehensive Plan heading, below)

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

Applicant's Response: Yes, numerous supporting grounds exists for approval of the rezoning. Please see Sections I through III [in letter of intent]

Staff's Comment: The long-term vision for this area is for it to be an integral part of the central business district. And while mixed-use developments are suited for this area, the character of the development should be in keeping with its surroundings. In this case, the character of the proposed development is substantially different from its surroundings.

COMPREHENSIVE PLAN:

The 2033 City of Peachtree Corners Character Area Map indicates that the property is located within the Central Business District Character Area. Policies for this area encourage "A mix of retail and commercial uses, offices, mixed-use, government and institutional properties, and open space." The Housing portion of the Comprehensive Plan identifies the need for housing options for empty-nesters, such as high-end condominiums or cluster homes in a "live/walk/play" setting. While these are overarching goals for the City, the 2033 Comprehensive Plan identifies the need for further plan refinements through the Plan's work program. Included in the work program, for example, are the following items:

- G4. Y25 Explore the possibility of using the Downtown Development Authority to initiate redevelopment of multi-family housing in Transitional Growth areas.

- G4. Y26 Further develop, refine, and implement land use recommendations for character areas.

These and other similar Comprehensive Plan work program items led to the development of the Town Center LCI study, Holcomb Bridge Road Corridor Study, Multi-use trail study, and incentive regulations that address the appropriateness of specific uses based on factors such as location, traffic, and character elements. The findings and recommendations in those studies are intended to further guide development. The City utilized those recommendations most recently in the development of the Town Center plans and with its assessment of the Twin Lakes (later named Echo Lakeside) apartment project.

HEIGHT AND DENSITY:

The Zoning Code Mixed-Use Development standards stipulate that heights of up to 25 stories and densities of up to 32 units per acre are allowed. However, Zoning Code Sec. 1318.5 also states that, 'The City Council may reduce maximum project density and building height on a case-by-case basis'. The MUD standards were originally developed by Gwinnett County and were applicable county-wide. It's possible that the maximum height and density allowed in MUD districts are appropriate along interstate highways or other comparable locations. However, the most comparable location to the applicant's property is the Town Center where height and density maximums have been established at 4 stories and 12 units per acre.

VARIANCE:

The application requests a variance to the stream buffer requirements in order to accommodate the intrusion of a small portion of some of the proposed buildings into the buffer. A similar request was made and approved as part of the SUP2015-001 case. The variance that was accepted in that case stipulates the following:

W. An encroachment into the 50- ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope along a portion of the northern property line as shown on LAI Engineering drawings dated 1-30-15.

The current variance request is for the same part of the property. And since the hardship for this variance has already been established, only a minor modification is needed to the condition that would allow a building encroachment in addition to the pervious slope encroachment already permitted. For this reason, the Change-in-Condition was added and it replaces the variance request included in the application.

DEPARTMENT ANALYSIS:

The proposed rezoning from C-2 to MUD is supported by the goals identified in the 2033 Comprehensive Plan and the more area-specific plans developed in the 2015 Peachtree Corners Town Center Livable Centers Initiative (LCI) study. Both documents promote the development of mixed-use, walkable projects. However, specific criteria are also established for the character and intensity of those projects based on location. This is key to establishing appropriate developments within the context of their surroundings. In this case, the character of the proposed plan is not in keeping with surrounding developments. So much development is shown for the site that the Common Area provision of the MUD regulations cannot be met. Zoning Code Sec. 1318 (Mixed- Use Development District) 8G stipulates the following:

Common areas shall be distributed throughout the project to provide linkages, amenities and visual appeal for the development. Final Common Area design shall include provision of at least one (1) centrally located public gathering area (with related amenities and improvements) in the form of a town green, amphitheater, landscaped plaza, or similar approved element.

In the previous zoning case SUP2015-001, the applicant voluntarily donated .9 acres of land behind the subject property to the Downtown Development Authority and was allowed to use that acreage in future calculations to meet zoning code requirements. With regard to this voluntary land contribution, Ordinance 2015-03-41 Z stipulates that “*this area may be utilized by the applicant in connection with any and all development density and/or construction related calculations and/or code requirements (including, for example, open space and tree density requirements, to the extent allowed by code).*” This means that the .9 acres can be used in the calculation to achieve the 20% open space requirement; however, that land, itself, cannot be utilized by the applicant as the plan’s required centrally located public gathering area. This donated land is not a part of the applicant’s property. Therefore, the intensity of the plan does not accommodate one of the key amenities of a mixed-use development, a central gathering space. While there are individual amenity areas incorporated into the plan, there is no ‘Common Area’ as Sec. 1318 8G stipulates.

While incorporating a mix of uses is generally encouraged throughout much of Peachtree Corners, the location for housing is identified specifically and strategically in the LCI study. Pages 32 and 33 of the LCI document (Attachments ‘A’ and ‘B’) identify the specific locations within the City that are intended for both ‘Young Professionals’ housing and ‘Empty Nester / Senior’ housing. Both of these housing types accommodate rental apartments and page 35 of the LCI study (Attachment ‘C’) shows a rendering of what those apartments could look like as part of an infill development project. The areas shown on the map of Attachment ‘A’ that are suitable for rental apartments constitute large parts of Peachtree Corners and include all of Technology Park and most of the Central Business District and the Holcomb Bridge Road corridor. However, other parts of Peachtree Corners, including both the Town Center property and the applicant’s property, are not a part of those areas.

When the City developed the Town Center plan, it had the option of incorporating rental apartments into the plan because the MUD zoning permits it. However, the MUD zoning doesn’t mandate the use of apartments, nor the character of each project. Instead, the MUD zoning requires the submittal of an individual concept plan. Each concept plan is customized to its unique property. In the case of the Town Center, the concept plan was based on the previously developed studies for this area and the extensive community input associated with those efforts. Those factors led to the determination that rental apartments were not appropriate at this location. As a result, the Town Center incorporates townhomes as the residential component of its mixed-use plan. Based on its surroundings and the character of the neighboring area, the Town Center plan was designed as a low-rise, lower density concept. The applicant’s property is similarly situated to the Town Center.

In addition, the LCI study Action Plan identifies Economic Development Initiative D3 which states, ‘*Modify Central Business District Zoning to accommodate millennial housing.*’ This initiative was given a high priority and the City worked to develop an incentive program quickly in support of the effort to promote multi-family development. On 12/15/2015, the City Council adopted Ordinance 2015-11-59 (Attachment ‘D’). This incentive program was instrumental in the approval and development of the Twin Lakes rental apartment project. This rental apartment is designed for the Young Professional market and is being built in Technology Park, one of the locations specifically identified in the LCI study as appropriate for apartment development. Ordinance 2015-11-59 also provides incentives for apartment development and

redevelopment along the Holcomb Bridge Road corridor. In addition, the City's Downtown Development Authority has offered to participate in joint venture partnerships to enhance the financial arrangements and further incentivize apartment developments in appropriate locations as identified in the LCI study.

It is clearly evident through its demonstrated actions that the City strongly supports apartments developed in line with the LCI study. In fact, it was the City's proactive efforts that was instrumental in the development of Peachtree Corners most recent apartment project, Twin Lakes.

However, it is also well documented that that the applicant's property is not located within the extensive areas of Peachtree Corners identified in the LCI study as appropriate for apartment development. And, as noted previously, the Town Center property is also not within an apartment area and was, therefore, also unable to take advantage of any enhanced economics that an apartment development may have afforded the project.

SUMMARY:

After evaluating the application materials and the supplementary documents submitted, the following conclusions were reached:

1. The 2033 Comprehensive Plan and the LCI study support mixed-use developments throughout the Central Business District and Holcomb Bridge Road corridor. And while apartment development is supported in large areas of Peachtree Corners, the applicant's property is not included in those locations. (Exhibits 'A', 'B', and 'C')
2. In areas of Peachtree Corners where apartment development is supported by studies and other planning efforts, the City offers incentives for apartment developments. (Exhibit 'D')
3. The MUD zoning classification requires a concept plan with each application and anticipates that height and density will be determined on a case-by-case basis.
4. The character, height, density, and type of residential development appropriate for this area were established by the Town Center plan based on adopted studies and extensive community input.
5. The uses currently permitted and prohibited on the subject property were characterized as "reasonable" by the applicant and voluntarily accepted. (Exhibit 'E')
6. Except for the rental apartments, all the uses shown in the submitted plan are allowed under the current zoning.
7. The permitted and prohibited uses on the applicant's property are the same as those on the adjacent Town Center property.

8. The project, as proposed, would have a greater impact to roads and schools than a project developed under current zoning.
9. Submitted renderings show a Hotel Indigo as part of the plans; however, there is no relationship between the applicant and the Indigo franchise and, therefore, no assurance that, if approved, an Indigo hotel will be developed.
10. A variance for the portion of the property adjacent to the creek was previously granted; therefore, only the terms associated with that variance need to be modified. No additional variances are necessary.
11. The applicant contends that his property is not financially viable unless the submitted plan with all of its proposed uses is approved and states that the Town Center plan would also not be viable if the City did not financially contribute to that development. This assertion is based on the incorrect premise that the City is only a participant in the Town Center project out of financial necessity. In reality, Town Center was intentionally developed as a joint public-private partnership and, as such, the City's financial participation was always contemplated, regardless of the economics or the specific uses included in the project.
12. The applicant states on page 7 of the letter of intent that, "It is proven that high-quality rental housing is necessary to support retail and other commercial components of successful mixed-use developments." Local examples are then cited including Avalon and the soon-to-open City Springs (Sandy Springs' town center). However, the assertion that mixed-use projects cannot be successful without apartments is also incorrect. There isn't only one formula for the success of mixed-use projects and these types of projects don't only work when apartments are a component. The Forum, for example, includes retail, restaurant, and office uses and is surrounded by single family detached homes. These detached homes are not under the same ownership as the retail and office uses, but they are the residential component, not apartments, that support the Forum. Moreover, with numerous activities planned for the 2-acre Town Green, the Town Center is expected to attract many more visitors because of that amenity than an apartment building occupying the same area would have generated. A 300-unit apartment complex, for example, may generate 600-800 hundred residents; but, the same area used as a Town Green can accommodate up to 5000 visitors for events.

RECOMMENDATIONS

Note: Two versions of the ordinance have been provided, Option 'A' reflects the staff's recommended conditions; Option 'B' reflects the Planning Commission recommended conditions; and Option 'C' reflects the applicant's recommended conditions with staff comments noted in red.

Items shown in red in this staff report represent items that are not repeated between the Staff recommendations and the Planning Commission recommendations because they are either new or represent areas of disagreement.

The Planning Commission's recommended conditions differ from the staff's recommended conditions in the following ways:

- Planning Commission removed Staff Condition #1
- Planning Commission added a condition that requires architectural elevations and site plan approvals by the Planning Commission and City Council
- Planning Commission adopted the applicant's proposed conditions

STAFF RECOMMENDATION:

After review of the applicant's proposal, it is recommended that RZ2017-004 / CIC2017/004 be approved subject to conditions (new conditions and previously adopted SUP2015-001 conditions), as follows:

New Conditions:

- 1. Residential development on the site shall be limited to the following:**
 - a. Townhomes not to exceed 12 units per acre and 4 stories in height.**
 - b. Assisted living facility not to exceed 4 stories in height.**
- 2. Hotel development on the site shall be limited to the Indigo brand or comparable, as approved by the City Council.**
- 3. Hotel construction shall be underway (foundation must have passed inspection) before residential building permit is issued.**
- 4. Hotel construction, as evidenced by a completed foundation, shall occur within 24 months (by December 19, 2019) or the zoning on the property shall revert to the previous conditional C-2 zoning approved by Ordinance O2015-03-41.**
- 5. Encroachment into the 50ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and minor building intrusions along the northern property line.**
- 6. Developer shall be responsible for deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.**
- 7. The developer shall be responsible for providing and funding a pedestrian access from the developer's property to the stream and over the stream in a manner and at a location approved by the Downtown Development Authority.**
- 8. The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 12 ft. in height at installation and spaced 25 ft. on center. In addition, a staggered, double row**

of evergreen shrubs at least 3 feet in height at the time of installation shall also be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.

9. **Architectural elevations for the hotel and retail building shall be substantially similar to the drawings submitted on October 2, 2017. Additionally:**
 - a. **Exterior building materials shall be primarily brick or stone on all building sides.**
 - b. **Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.**
 - c. **All mechanical equipment (roof top and on the ground) shall be screened from ground view.**

10. **Architectural elevations for residential buildings shall be primarily brick or stone with stucco accents on all sides. Roof material shall consist of slate, tile or architectural shingle with a slate or tile appearance.**

11. **Buildings located on external roadways must face, or appear to face, that roadway.**

12. **One centrally located public gathering area shall be provided. The size of the space shall be at least 2875 sq. ft. (1.5% of the project acreage)**

13. **Pursuant to condition DD of Ord. 2015-03-41, a 5- ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.**

14. **Permitted Commercial Uses: Retail, Cinema with dining, bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and Restaurant uses as follows:**
 - a) **Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants**
 - b) **National chain restaurants cannot exceed 50% of the total number of all restaurants**
 - c) **Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants**
 - d) **No more than two restaurants shall be permitted in any food category (i.e. Mexican, Thai, French)**
 - e) **The Community Development Director shall determine compliance with requirements b), c), and d) listed above.**

15. The developer shall contribute \$113,775 (half of the design fee) toward the design of the Botanical Garden.

Previous Conditions:

- 16. Prohibited Commercial Uses:** Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.
- 17. Drive-through businesses shall be prohibited.**
- 18. Abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District).**
- 19. Bicycle racks shall be provided within the development in accordance with the overlay standards.**
- 20. Provide internal access to any outparcel development. No direct access to Peachtree Parkway other than one driveway shown on the submitted plan and located directly behind the Chase Bank property.**
- 20. No billboards are permitted.**
- 21. Dumpsters shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture, and with a gated entry. Pick-up for dumpsters shall be limited to between the hours of 8:00 a.m. and 6:00 p.m.**

22. **All street or walkway pavers internal to the development shall be of brick, stone, or paving material comparable in appearance and be limited to grey or natural stone colors, which will coordinate with building architecture.**
23. **Provide landscaped islands through the parking area, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225-feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.**
24. **Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per DOT approval. Provide internal sidewalks connecting office, retail, and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.**
25. **Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.**
26. **Multi-tenant buildings shall be limited to wall signage only. Project signage shall be limited to one monument sign per road frontage. Monument signs shall coordinate with building architecture.**
27. **Any above ground detention ponds shall be visibly screened with landscape plantings to be approved by the Community Development Director.**
28. **No outside speakers shall be allowed other than a Muzak system which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible ten feet from the speakers.**
29. **Business hours are to be limited to Monday through Thursday from 7:00 a.m. to 12:00 midnight and Friday through Sunday from 7:00 a.m. to 2:00 a.m, (unless further restricted by other regulations). Business hours for a coffee/bagel shop and any specialty gourmet food store(s) shall be 6:00 a.m. to 2:00 a.m. seven days a week.**
30. **All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors.**
31. **Truck delivery shall be limited to the hours of 8:00 a.m. to 6:00 p.m. and there shall be no overnight parking or idling of delivery trucks.**

32. **Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 a.m. to 9:30 p.m.**
33. **Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.**
34. **The landscape strip along the entrance driveway from Peachtree Parkway shall be planted with hardwood trees which are a minimum of 12 feet tall at the time of planting and are spaced on 25- foot centers in order to create a boulevard effect for the entrance drive.**
35. **The entire development shall have a cohesive landscape plan which shall be approved by staff.**

PLANNING COMMISSION RECOMMENDATION:

After review of the applicant's proposal, it is recommended that RZ2017-004 / CIC2017/004 be approved subject to conditions (new conditions and previously adopted SUP2015-001 conditions as well as the applicant's proposed conditions), as follows:

New Conditions:

1. **Hotel development on the site shall be limited to the Indigo brand or comparable, as approved by the City Council.**
2. **Hotel construction shall be underway (foundation must have passed inspection) before residential building permit is issued.**
3. **Hotel construction, as evidenced by a completed foundation, shall occur within 24 months (by December 19, 2019) or the zoning reverts to the previous conditional C-2 zoning approved by Ordinance O2015-03-41.**
4. **Encroachment into the 50ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and minor building intrusions along the northern property line.**
5. **Developer shall be responsible for deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.**

6. **The developer shall be responsible for providing and funding a pedestrian access from the developer's property to the stream and over the stream in a manner and at a location approved by the Downtown Development Authority.**
7. **The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 12 ft. in height at installation and spaced 25 ft. on center. In addition, a staggered, double row of evergreen shrubs at least 3 feet in height at the time of installation shall also be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.**
8. **Architectural elevations for the hotel and retail building shall be substantially similar to the drawings submitted on October 2, 2017. Additionally:**
 - a. **Exterior building materials shall be primarily brick or stone on all building sides.**
 - b. **Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.**
 - c. **All mechanical equipment (roof top and on the ground) shall be screened from ground view.**
9. **Architectural elevations for residential buildings shall be primarily brick or stone with stucco accents on all sides. Roof material shall consist of slate, tile or architectural shingle with a slate or tile appearance.**
10. **Buildings located on external roadways must face, or appear to face, that roadway.**
11. **One centrally located public gathering area shall be provided. The size of the space shall be at least 2875 sq. ft. (1.5% of the project acreage)**
12. **Pursuant to condition DD of Ord. 2015-03-41, a 5- ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.**
13. **Permitted Commercial Uses: Retail, Cinema with dining, bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and Restaurant uses as follows:**
 - a) **Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants**
 - b) **National chain restaurants cannot exceed 50% of the total number of all restaurants**

- c) Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants
- d) No more than two restaurants shall be permitted in any food category (i.e. Mexican, Thai, French)
- e) The Community Development Director shall determine compliance with requirements b), c), and d) listed above.

14. Architectural elevations and site plan shall be presented to the Planning Commission and City Council for approval.

Previous Conditions:

- 15. **Prohibited Commercial Uses:** Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.
- 16. **Drive-through businesses shall be prohibited.**
- 17. **Abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District).**
- 18. **Bicycle racks shall be provided within the development in accordance with the overlay standards.**

19. **Provide internal access to any outparcel development. No direct access to Peachtree Parkway other than one driveway shown on the submitted plan and located directly behind the Chase Bank property.**
20. **No billboards are permitted.**
21. **Dumpsters shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture, and with a gated entry. Pick-up for dumpsters shall be limited to between the hours of 8:00 a.m. and 6:00 p.m.**
22. **All street or walkway pavers internal to the development shall be of brick, stone, or paving material comparable in appearance and be limited to grey or natural-tone colors, which will coordinate with building architecture.**
23. **Provide landscaped islands through the parking area, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225-feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.**
 - a. **Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per DOT approval. Provide internal sidewalks connecting office, retail, and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.**
24. **Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.**
25. **Multi-tenant buildings shall be limited to wall signage only. Project signage shall be limited to one monument sign per road frontage. Monument signs shall coordinate with building architecture.**
26. **Any above ground detention ponds shall be visibly screened with landscape plantings to be approved by the Community Development Director.**
27. **No outside speakers shall be allowed other than a Muzak system which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible ten feet from the speakers.**

28. **Business hours are to be limited to Monday through Thursday from 7:00 a.m. to 12:00 midnight and Friday through Sunday from 7:00 a.m. to 2:00 a.m., (unless further restricted by other regulations). Business hours for a coffee/bagel shop and any specialty gourmet food store(s) shall be 6:00 a.m. to 2:00 a.m. seven days a week.**
29. **All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors.**
30. **Truck delivery shall be limited to the hours of 8:00 a.m. to 6:00 p.m. and there shall be no overnight parking or idling of delivery trucks.**
31. **Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 a.m. to 9:30 p.m.**
32. **Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.**
33. **The landscape strip along the entrance driveway from Peachtree Parkway shall be planted with hardwood trees which are a minimum of 12 feet tall at the time of planting and are spaced on 25- foot centers in order to create a boulevard effect for the entrance drive.**
34. **The entire development shall have a cohesive landscape plan which shall be approved by staff.**

Applicant's Requested Conditions (included in Planning Commission Recommendation):

35. ***The property shall be rezoned MUD (Mixed-Use Development) and shall be developed in general conformity with the site plan and millennial housing / hotel exterior renderings prepared by TVS Design and the exterior renderings of the retail building prepared by Wakefield Beasley & Associates that were attached to the rezoning application. The property owner shall be permitted to make changes to the site plan and architectural renderings for the purpose of complying with field conditions, federal/state/local code requirements, industry standards for design, and directive by Peachtree Corners officials.***
36. ***The millennial housing development shall participate in the Peachtree Corners Crime Free Multi-Housing Program.***

37. The 5-level millennial housing and hotel buildings shall be constructed on top of 2 levels of covered parking.

38. The millennial housing development shall not exceed 169 units, which shall be limited to one and two- bedroom floor plans. There shall be a maximum of 102 two- bedroom floor plans and the remaining units shall be one- bedroom floor plans.

39. Standard interior features for all millennial housing units shall include:

- a. Stainless steel kitchen appliances**
- b. Kitchens with granite countertops (or equal material such as quartz)**
- c. Designer ceramic tile backsplashes**
- d. Upscale plank or engineered wood flooring in foyers, kitchens, bathrooms and laundry rooms (linoleum flooring shall be prohibited)**
- e. Designer lighting**
- f. Granite countertops (or equal material) and ceramic tile tub surrounds in bathrooms**
- g. Nine- foot ceilings**
- h. Walk-in closets**
- i. Connections for full-size washer/dryer units**
- j. Walk-out balconies**
- k. Pre-wired security system**

40. Community features for the millennial housing development shall include:

- a. Resort-style swimming pool and courtyard with tanning deck**
- b. Clubhouse with cyber café, wifi and business center**
- c. Covered parking spaces**
- d. Elevators and elevator lobbies**
- e. Outdoor grilling and entertainment space with fireplace (or fire pit) and bocce ball court**
- f. Fitness center with cardio and strength equipment**
- g. Walking trails and sidewalks**
- h. Bike racks and electric vehicle charging stations**
- i. Controlled access at the building**

41. Playground equipment shall be prohibited on the property.

42. Aggressive breeds of animals (ex: pit bulls, rottweilers and doberman pinschers) may not be kept on the property.

43. The property owner shall develop a Hotel Indigo or comparable boutique hotel as defined by the hotel industry. The property owner shall be prohibited from developing a non-boutique hotel brand such as Holiday Inn or Hampton Inn.

44. The property owner shall be prohibited from applying for a building permit for the millennial housing building and/or the hotel building until the property owner

provides the City with a copy of a fully-executed boutique hotel franchise agreement.

- 45. The property owner shall permit and construct the millennial housing development and the hotel development simultaneously.**
- 46. Drive-through businesses shall be prohibited.**
- 47. Provide internal vehicular and pedestrian access to any outparcel development as illustrated on the site plan.**
- 48. Dumpsters shall be screened by an opaque decorative wall, at least 6 feet in height, which will include a gated entry and will be coordinated with the building architecture. Pick-up for dumpsters shall be limited to between the hours of 8:00 AM and 6:00 PM.**
- 49. Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 AM and 6:00 PM.**
- 50. The use of thin brick and EIFS on the buildings shall be prohibited.**
- 51. Prior to the issuance of the first Certificate of Occupancy, the property owner shall cause \$23,631 to be contributed to an account designated by the City of Peachtree Corners which funds shall be used by the City (or its designee) to construct a public multi-use trail that connects the property's sidewalks/trails to the Town Center trail system. The amount of the contribution is based on the City's requirement of Echo Lakeside to contribute \$41,250 towards trail system improvements, which equals \$139.83 per density unit ($\$41,250 / 295 \text{ density units} = \$139.83 \times 169 \text{ density units} = \$23,631$). The City shall grant the property owner an easement to allow pedestrian access throughout the City's public trail system, green space and Town Center development.**
- 52. Prior to the issuance of the first Certificate of Occupancy, the property owner shall 1) construct an 8-foot wide concrete sidewalk along Peachtree Corners Circle in the location identified on the site plan and 2) deed to the City approximately 4,665 square feet of land along Peachtree Corners Circle where said sidewalk is located. All building setbacks, landscape strips and other development, density and/or construction requirements and calculations including, but not limited to, common area and green space shall be based on the location of the public right-of-way prior to said land dedication.**
- 53. All millennial housing units and hotel rooms will be equipped with an automatic fire sprinkler system.**
- 54. The property owner shall be prohibited from installing additional curb cuts on Peachtree Parkway and Peachtree Corners Circle.**

- 55. The property shall have a cohesive landscape plan.**
- 56. Prior to the issuance of the first Certificate of Occupancy, a landscape strip shall be planted along the frontage of the property along Peachtree Parkway. The landscape strip shall include a staggered double row of evergreen plants at least 3 feet in height at maturity. Said landscape strip shall be approved by the Community Development Director and maintained at all times by the property owner.**
- 57. Encroachments into the 50- foot undisturbed buffer and 75 foot impervious stream setback line shall be permitted for the installation of the millennial housing development, parking deck and walking trail as illustrated on the variance plan prepared by TVS Design.**

OPTION 1 – (STAFF CONDITIONS)

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2017-004/ CIC2017-004, ROBERTS PROPERTIES, REQUEST TO REZONE TWO PARCELS CONSISTING OF 4.4 ACRES FROM C-2 TO MUD ALONG WITH ASSOCIATED CHANGE IN CONDITIONS TO ACCOMMODATE A NEW MIXED-USE DEVELOPMENT AT 4936 PEACHTREE CORNERS CIRCLE AND 5246 PEACHTREE PARKWAY, DIST. 6, LAND LOT 301, PEACHTREE CORNERS, GA.

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on November 20, 2017 December 19, 2017, and January 16, 2018;

NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on January 16, 2018 that Zoning Case RZ2017-004/ CIC2017-004, Roberts Properties, is hereby approved for the above referenced property with the following enumerated conditions:

New Conditions:

- 1. Residential development on the site shall be limited to the following:**
 - a. Townhomes not to exceed 12 units per acre and 4 stories in height.**
 - b. Assisted living facility not to exceed 4 stories in height.**
- 2. Hotel development on the site shall be limited to the Indigo brand or comparable, as approved by the City Council.**
- 3. Hotel construction shall be underway (foundation must have passed inspection) before residential building permit is issued.**
- 4. Hotel construction, as evidenced by a completed foundation, shall occur within 24 months (by December 19, 2019) or the zoning on the property shall revert to the previous conditional C-2 zoning approved by Ordinance O2015-03-41.**
- 5. Encroachment into the 50ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and minor building intrusions along the northern property line.**
- 6. Developer shall be responsible for deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.**

7. The developer shall be responsible for providing and funding a pedestrian access from the developer's property to the stream and over the stream in a manner and at a location approved by the Downtown Development Authority.
8. The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 12 ft. in height at installation and spaced 25 ft. on center. In addition, a staggered, double row of evergreen shrubs at least 3 feet in height at the time of installation shall also be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.
9. Architectural elevations for the hotel and retail building shall be substantially similar to the drawings submitted on October 2, 2017. Additionally:
 - a. Exterior building materials shall be primarily brick or stone on all building sides.
 - b. Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.
 - c. All mechanical equipment (roof top and on the ground) shall be screened from ground view.
10. Architectural elevations for residential buildings shall be primarily brick or stone with stucco accents on all sides. Roof material shall consist of slate, tile or architectural shingle with a slate or tile appearance.
11. Buildings located on external roadways must face, or appear to face, that roadway.
12. One centrally located public gathering area shall be provided. The size of the space shall be at least 2875 sq. ft. (1.5% of the project acreage)
13. Pursuant to condition DD of Ord. 2015-03-41, a 5- ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.
14. Permitted Commercial Uses: Retail, Cinema with dining, bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and Restaurant uses as follows:
 - a) Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants
 - b) National chain restaurants cannot exceed 50% of the total number of all restaurants

- c) **Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants**
- d) **No more than two restaurants shall be permitted in any food category (i.e. Mexican, Thai, French)**
- e) **The Community Development Director shall determine compliance with requirements b), c), and d) listed above.**

15. The developer shall contribute \$113,775 (half of the design fee) toward the design of the Botanical Garden.

Previous Conditions:

16. Prohibited Commercial Uses: Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.

17. Drive-through businesses shall be prohibited.

18. Abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District).

19. **Bicycle racks shall be provided within the development in accordance with the overlay standards.**
20. **Provide internal access to any outparcel development. No direct access to Peachtree Parkway other than one driveway shown on the submitted plan and located directly behind the Chase Bank property.**
21. **No billboards are permitted.**
22. **Dumpsters shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture, and with a gated entry. Pick-up for dumpsters shall be limited to between the hours of 8:00 a.m. and 6:00 p.m.**
23. **All street or walkway pavers internal to the development shall be of brick, stone, or paving material comparable in appearance and be limited to grey or natural-tone colors, which will coordinate with building architecture.**
24. **Provide landscaped islands through the parking area, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225-feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.**
25. **Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per DOT approval. Provide internal sidewalks connecting office, retail, and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.**
26. **Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.**
27. **Multi-tenant buildings shall be limited to wall signage only. Project signage shall be limited to one monument sign per road frontage. Monument signs shall coordinate with building architecture.**
28. **Any above ground detention ponds shall be visibly screened with landscape plantings to be approved by the Community Development Director.**

- 29. No outside speakers shall be allowed other than a Muzak system which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible ten feet from the speakers.**
- 30. Business hours are to be limited to Monday through Thursday from 7:00 a.m. to 12:00 midnight and Friday through Sunday from 7:00 a.m. to 2:00 a.m, (unless**
- 31. further restricted by other regulations). Business hours for a coffee/bagel shop and any specialty gourmet food store(s) shall be 6:00 a.m. to 2:00 a.m. seven days a week.**
- 32. All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors.**
- 33. Truck delivery shall be limited to the hours of 8:00 a.m. to 6:00 p.m. and there shall be no overnight parking or idling of delivery trucks.**
- 34. Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 a.m. to 9:30 p.m.**
- 35. Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.**
- 36. The landscape strip along the entrance driveway from Peachtree Parkway shall be planted with hardwood trees which are a minimum of 12 feet tall at the time of planting and are spaced on 25- foot centers in order to create a boulevard effect for the entrance drive.**
- 37. The entire development shall have a cohesive landscape plan which shall be approved by staff.**

Effective this 16th day of January, 2018.

So Signed and Witnessed

Approved:

this _____ day of _____, 2018

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

OPTION 2 – (PLANNING COMMISSION CONDITIONS)

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2017-004/ CIC2017-004, ROBERTS PROPERTIES, REQUEST TO REZONE TWO PARCELS CONSISTING OF 4.4 ACRES FROM C-2 TO MUD ALONG WITH ASSOCIATED CHANGE IN CONDITIONS TO ACCOMMODATE A NEW MIXED-USE DEVELOPMENT AT 4936 PEACHTREE CORNERS CIRCLE AND 5246 PEACHTREE PARKWAY, DIST. 6, LAND LOT 301, PEACHTREE CORNERS, GA.

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on November 20, 2017, December 19, 2017 and January 16, 2018;

NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on January 16, 2018 that Zoning Case RZ2017-004/ CIC2017-004, Roberts Properties, is hereby approved for the above referenced property with the following enumerated conditions:

New Conditions:

- 1. Hotel development on the site shall be limited to the Indigo brand or comparable, as approved by the City Council.**
- 2. Hotel construction shall be underway (foundation must have passed inspection) before residential building permit is issued.**
- 3. Hotel construction, as evidenced by a completed foundation, shall occur within 24 months (by December 19, 2019) or the property zoning shall revert to the previous conditional C-2 zoning approved by Ordinance O2015-03-41.**
- 4. Encroachment into the 50ft. undisturbed buffer and 75 ft. impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and minor building intrusions along the northern property line.**
- 5. Developer shall be responsible for deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.**
- 6. The developer shall be responsible for providing and funding a pedestrian access from the developer's property to the stream and over the stream in a manner and at a location approved by the Downtown Development Authority.**

7. **The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 12 ft. in height at installation and spaced 25 ft. on center. In addition, a staggered, double row of evergreen shrubs at least 3 feet in height at the time of installation shall also be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.**
8. **Architectural elevations for the hotel and retail building shall be substantially similar to the drawings submitted on October 2, 2017. Additionally:**
 - a. **Exterior building materials shall be primarily brick or stone on all building sides.**
 - b. **Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.**
 - c. **All mechanical equipment (roof top and on the ground) shall be screened from ground view.**
9. **Architectural elevations for residential buildings shall be primarily brick or stone with stucco accents on all sides. Roof material shall consist of slate, tile or architectural shingle with a slate or tile appearance.**
10. **Buildings located on external roadways must face, or appear to face, that roadway.**
11. **One centrally located public gathering area shall be provided. The size of the space shall be at least 2875 sq. ft. (1.5% of the project acreage)**
12. **Pursuant to condition DD of Ord. 2015-03-41, a 5- ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.**
13. **Permitted Commercial Uses: Retail, Cinema with dining, bakery and confectionary, Music venue, Performing Arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and Restaurant uses as follows:**
 - a) **Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants**
 - b) **National chain restaurants cannot exceed 50% of the total number of all restaurants**
 - c) **Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants**
 - d) **No more than two restaurants shall be permitted in any food category (i.e. Mexican, Thai, French)**

- e) **The Community Development Director shall determine compliance with requirements b), c), and d) listed above.**
- 14. **Architectural elevations and site plan shall be presented to the Planning Commission and City Council for approval.**

Previous Conditions:

- 15. **Prohibited Commercial Uses: Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels; laundry or dry cleaning establishments; liquor stores, (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet); industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments, (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.**
- 16. **Drive-through businesses shall be prohibited.**
- 17. **Abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District).**
- 18. **Bicycle racks shall be provided within the development in accordance with the overlay standards.**
- 19. **Provide internal access to any outparcel development. No direct access to Peachtree Parkway other than one driveway shown on the submitted plan and located directly behind the Chase Bank property.**

20. No billboards are permitted.
21. Dumpsters shall be screened by an opaque decorative wall, at least six (6) feet in height, which will coordinate with the building architecture, and with a gated entry. Pick-up for dumpsters shall be limited to between the hours of 8:00 a.m. and 6:00 p.m.
22. All street or walkway pavers internal to the development shall be of brick, stone, or paving material comparable in appearance and be limited to grey or natural-tone colors, which will coordinate with building architecture.
23. Provide landscaped islands through the parking area, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225-feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.
 - a. Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per DOT approval. Provide internal sidewalks connecting office, retail, and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.
24. Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.
25. Multi-tenant buildings shall be limited to wall signage only. Project signage shall be limited to one monument sign per road frontage. Monument signs shall coordinate with building architecture.
26. Any above ground detention ponds shall be visibly screened with landscape plantings to be approved by the Community Development Director.
27. No outside speakers shall be allowed other than a Muzak system which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible ten feet from the speakers.
28. Business hours are to be limited to Monday through Thursday from 7:00 a.m. to 12:00 midnight and Friday through Sunday from 7:00 a.m. to 2:00 a.m. (unless

further restricted by other regulations). Business hours for a coffee/bagel shop and any specialty gourmet food store(s) shall be 6:00 a.m. to 2:00 a.m. seven days a week.

29. All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors.
30. Truck delivery shall be limited to the hours of 8:00 a.m. to 6:00 p.m. and there shall be no overnight parking or idling of delivery trucks.
31. Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 a.m. to 9:30 p.m.
32. Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.
33. The landscape strip along the entrance driveway from Peachtree Parkway shall be planted with hardwood trees which are a minimum of 12 feet tall at the time of planting and are spaced on 25- foot centers in order to create a boulevard effect for the entrance drive.
34. The entire development shall have a cohesive landscape plan which shall be approved by staff.

Applicant's Conditions:

35. The property shall be rezoned MUD (Mixed-Use Development) and shall be developed in general conformity with the site plan and millennial housing / hotel exterior renderings prepared by TVS Design and the exterior renderings of the retail building prepared by Wakefield Beasley & Associates that were attached to the rezoning application. The property owner shall be permitted to make changes to the site plan and architectural renderings for the purpose of complying with field conditions, federal/state/local code requirements, industry standards for design, and directive by Peachtree Corners officials.
36. The millennial housing development shall participate in the Peachtree Corners Crime Free Multi-Housing Program.
37. The 5-level millennial housing and hotel buildings shall be constructed on top of 2 levels of covered parking.

38. The millennial housing development shall not exceed 169 units, which shall be limited to one and two bedroom floor plans. There shall be a maximum of 102 two bedroom floor plans and the remaining units shall be one bedroom floor plans.
39. Standard interior features for all millennial housing units shall include:
- a. Stainless steel kitchen appliances
 - b. Kitchens with granite countertops (or equal material such as quartz)
 - c. Designer ceramic tile backsplashes
 - d. Upscale plank or engineered wood flooring in foyers, kitchens, bathrooms and laundry rooms (linoleum flooring shall be prohibited)
 - e. Designer lighting
 - f. Granite countertops (or equal material) and ceramic tile tub surrounds in bathrooms
 - g. Nine foot ceilings
 - h. Walk-in closets
 - i. Connections for full-size washer/dryer units
 - j. Walk-out balconies
 - k. Pre-wired security system
40. Community features for the millennial housing development shall include:
- a. Resort-style swimming pool and courtyard with tanning deck
 - b. Clubhouse with cyber café, wifi and business center
 - c. Covered parking spaces
 - d. Elevators and elevator lobbies
 - e. Outdoor grilling and entertainment space with fireplace (or fire pit) and bocce ball court
 - f. Fitness center with cardio and strength equipment
 - g. Walking trails and sidewalks
 - h. Bike racks and electric vehicle charging stations
 - i. Controlled access at the building
41. Playground equipment shall be prohibited on the property.
42. Aggressive breeds of animals (ex: pit bulls, rottweilers and doberman pinschers) may not be kept on the property.
43. The property owner shall develop a Hotel Indigo or comparable boutique hotel as defined by the hotel industry. The property owner shall be prohibited from developing a non-boutique hotel brand such as Holiday Inn or Hampton Inn.
44. The property owner shall be prohibited from applying for a building permit for the millennial housing building and/or the hotel building until the property owner provides the City with a copy of a fully-executed boutique hotel franchise agreement.

45. The property owner shall permit and construct the millennial housing development and the hotel development simultaneously.
46. Drive-through businesses shall be prohibited.
47. Provide internal vehicular and pedestrian access to any outparcel development as illustrated on the site plan.
48. Dumpsters shall be screened by an opaque decorative wall, at least 6 feet in height, which will include a gated entry and will be coordinated with the building architecture. Pick-up for dumpsters shall be limited to between the hours of 8:00 AM and 6:00 PM.
49. Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 8:00 AM and 6:00 PM.
50. The use of thin brick and EIFS on the buildings shall be prohibited.
51. Prior to the issuance of the first Certificate of Occupancy, the property owner shall cause \$23,631 to be contributed to an account designated by the City of Peachtree Corners which funds shall be used by the City (or its designee) to construct a public multi-use trail that connects the property's sidewalks/trails to the Town Center trail system. The amount of the contribution is based on the City's requirement of Echo Lakeside to contribute \$41,250 towards trail system improvements, which equals \$139.83 per density unit ($\$41,250 / 295 \text{ density units} = \$139.83 \times 169 \text{ density units} = \$23,631$). The City shall grant the property owner an easement to allow pedestrian access throughout the City's public trail system, green space and Town Center development.
52. Prior to the issuance of the first Certificate of Occupancy, the property owner shall 1) construct an 8 foot wide concrete sidewalk along Peachtree Corners Circle in the location identified on the site plan and 2) deed to the City approximately 4,665 square feet of land along Peachtree Corners Circle where said sidewalk is located. All building setbacks, landscape strips and other development, density and/or construction requirements and calculations including, but not limited to, common area and green space shall be based on the location of the public right-of-way prior to said land dedication.
53. All millennial housing units and hotel rooms will be equipped with an automatic fire sprinkler system.

54. **The property owner shall be prohibited from installing additional curb cuts on Peachtree Parkway and Peachtree Corners Circle.**
55. **The property shall have a cohesive landscape plan.**
56. **Prior to the issuance of the first Certificate of Occupancy, a landscape strip shall be planted along the frontage of the property along Peachtree Parkway. The landscape strip shall include a staggered double row of evergreen plants at least 3 feet in height at maturity. Said landscape strip shall be approved by the Community Development Director and maintained at all times by the property owner.**
57. **Encroachments into the 50 foot undisturbed buffer and 75 foot impervious stream setback line shall be permitted for the installation of the millennial housing development, parking deck and walking trail as illustrated on the variance plan prepared by TVS Design.**

Effective this 16th day of January, 2018.

So Signed and Witnessed

Approved:

this _____ day of _____, 2017

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

OPTION 3 – (APPLICANT REQUESTED CONDITIONS)

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2017-004/ CIC2017-004, ROBERTS PROPERTIES, REQUEST TO REZONE TWO PARCELS CONSISTING OF 4.4 ACRES FROM C-2 TO MUD ALONG WITH ASSOCIATED CHANGE IN CONDITIONS TO ACCOMMODATE A NEW MIXED-USE DEVELOPMENT AT 4936 PEACHTREE CORNERS CIRCLE AND 5246 PEACHTREE PARKWAY, DIST. 6, LAND LOT 301, PEACHTREE CORNERS, GA.

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on November 20, 2017 December 19, 2017 and January 16, 2018;

NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on January 16, 2018 that Zoning Case RZ2017-004/ CIC2017-004, Roberts Properties, is hereby approved for the above referenced property with the following enumerated conditions:

- 1) The property shall be rezoned MUD (Mixed-Use Development) to allow for Innovation Lofts (169 rental housing units), Indigo Hotel (110 rooms), and a 9,000-square foot retail building.
- 2) The property shall be developed in general conformity with the site plan prepared by TVS Design attached to the rezoning application. The property owner shall be permitted to make minor changes to the site plan as approved by Staff for the purpose of complying with field conditions, federal/state/local code requirements, industry standards for design, and directive by Peachtree Corners officials.
- 3) The property owner shall provide internal access to any outparcel development as illustrated on the site plan.
- 4) No direct vehicular access to Peachtree Parkway shall be allowed other than one driveway as shown on the site plan.
- 5) No direct vehicular access to Peachtree Corners Circle shall be allowed other than one driveway as shown on the site plan.
- 6) Encroachments into the 50- foot undisturbed buffer and 75- foot impervious stream setback line shall be permitted for the installation of a reinforced pervious slope and

minor building encroachments along the northern property line as illustrated on the site plan prepared by TVS Design.

- 7) The 5-level Innovation Lofts and Indigo Hotel shall be constructed on top of a concrete podium that provides 2 levels of covered parking. The western façade of the lowest level of parking shall be below grade as viewed from the west. Excluding the entry to the parking garage, the western façade of the upper level of parking shall be screened by finished spaces such as lobbies, leasing offices, business center and other common areas and amenities (but not dwelling units or hotel rooms) as illustrated on the exterior renderings prepared by TVS Design.
- 8) The retail building shall not exceed 1 level in height.
- 9) In order to minimize building height and allow for all mechanical equipment to be installed on the rooftops and screened by parapet walls, all buildings shall have flat roofs in lieu of pitched roofs. Therefore, there will be no slate, tile or architectural shingles because these materials would require pitched roofs.
- 10) Innovation Lofts shall not exceed 169 units, which shall be limited to one and two-bedroom floor plans.
- 11) Innovation Lofts shall have a maximum of 102 two- bedroom floor plans and the remaining units shall be one- bedroom floor plans.
- 12) There shall be no three- bedroom floor plans.
- 13) Indigo Hotel shall have a maximum of 110 and a minimum of 90 hotel rooms.
- 14) The retail building shall not exceed 9,000 square feet of floor area.
- 15) Innovation Lofts and Indigo Hotel shall be developed in general conformity with the architectural renderings prepared by TVS Design attached to the rezoning application.
- 16) Exterior building materials for Innovation Lofts and Indigo Hotel shall be substantially similar to those as specified on the renderings by TVS Design with primarily brick with stucco accents on the first two aboveground levels (excluding the north side of Innovation Lofts, which will be primarily stucco with brick accents and a printed mesh screen at the parking levels equal to the printed mesh screen approved for the Town Center's parking deck) and primarily stucco on the upper

four levels. However, at least 51% of the exteriors of the buildings shall be brick. The final exteriors of the buildings shall be approved by the Planning Commission.

- 17) The retail building shall be developed in general conformity with the renderings prepared by Wakefield Beasley & Associates attached to the rezoning application.
- 18) Exterior building materials for the retail building shall be substantially similar to those as illustrated on the renderings by Wakefield Beasley & Associates.
- 19) The use of thin brick and EIFS on any of the buildings shall be prohibited.
- 20) All externally-located mechanical equipment shall be mounted on top of the buildings and screened from ground view via a parapet wall.
- 21) In order to install and maintain rooftop mechanical equipment at Innovation Lofts and Indigo Hotel, the property owner shall install roof access stairs to be used exclusively by the property owner and maintenance personnel but not by residents for safety and liability reasons. All roof access stairs will be internal to the buildings. No stairs of any type will be on the exteriors of the buildings.
- 22) Dumpsters shall be screened by an opaque decorative wall, at least 6 feet in height, which will include a gated entry and will be coordinated with the building architecture.
- 23) Outdoor lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to reflect into adjacent properties nor to create a hazard for passing automobile traffic. Any lights located on the rear of the building must be directed downward.
- 24) The property owner shall be permitted to make changes to the architectural renderings by TVS Design and Wakefield Beasley & Associates for the purpose of complying with field conditions, federal/state/local code requirements, and industry standards for design. Any changes that are made must be approved by staff.
- 25) The property owner shall be required to install General Electric stainless-steel kitchen appliances in all units (or equal).
- 26) All kitchens shall include granite countertops (or equal material such as quartz).
- 27) Designer ceramic tile backsplashes shall be provided in all units.

- 28) The property owner shall install carpet and upscale plank or engineered wood flooring manufactured by Shaw Industries (or equal) (linoleum flooring shall be prohibited).
- 29) For increased privacy and reduced sound transmission, the property owner shall install a minimum 7/16" 6-lb pad under all carpeted areas inside units.
- 30) Designer lighting shall be installed in all units.
- 31) All bathrooms shall have granite countertops (or equal material such as quartz).
- 32) All bathrooms shall have ceramic tile tub surrounds.
- 33) All units shall have nine- foot ceilings throughout.
- 34) All bedrooms shall include a walk-in closet.
- 35) All units shall include crown molding in the foyer, living room and dining room.
- 36) All units shall be equipped with connections for full-size washer/dryer.
- 37) Walk-out balconies with a minimum depth of 6'-0", including the portion of the balcony that is recessed into the building for privacy reasons. Juliet balconies, which provide no privacy, shall be prohibited.
- 38) Pre-wired security system shall be provided in all units.
- 39) All units shall be equipped with an automatic fire sprinkler system.
- 40) The property owner shall provide 2.0 covered parking spaces for each dwelling unit.
- 41) The covered parking spaces shall be contained within a two-level concrete podium accessible by elevators. The property owner is prohibited from constructing a less expensive and less sophisticated "wrap" product.
- 42) To attract empty nesters and seniors along with upper-income renters, the property owner shall provide elevators and elevator lobbies.

- 43) The property owner shall provide a private outdoor patio on the top residential level for use by residents and their guests. The outdoor patio shall be equipped with seating, complimentary wi-fi service, and TV.
- 44) All interior corridors shall be enclosed and climate controlled. Open air breezeways shall be prohibited.
- 45) The property owner shall provide a resort-style swimming pool and courtyard.
- 46) Children's playground equipment shall be prohibited on the property.
- 47) The clubhouse shall include a cyber café with complimentary wifi service.
- 48) The property owner shall provide trash chutes internal to the building so residents do not have to carry their trash downstairs.
- 49) All interior corridors shall be finished with carpet, engineered wood flooring, and paint. Concrete flooring in interior corridors shall be prohibited.
- 50) Controlled access shall be required at all pedestrian entry points.
- 51) The property owner shall provide an outdoor grilling and entertainment amenity area with fireplace (or fire pit) and bocce ball court.
- 52) The clubhouse shall include a fitness center with cardio and strength equipment. Cardio equipment shall be equipped with televisions.
- 53) Electric vehicle charging stations shall be installed within the parking deck for use by residents. There will be 4 electric vehicle charging stations for each building.
- 54) Prior to the issuance of the first Certificate of Occupancy, the developer shall provide and fund a pedestrian access walking trail from the developer's property to the stream and over the stream in a manner and at a location mutually agreed to by the Downtown Development Authority (DDA) and the developer. The DDA shall grant the developer a temporary construction easement and a permanent access easement to allow construction, use and maintenance of the pedestrian access walking trail. Maintenance of the portion of the pedestrian trail located on the Roberts property shall be the property owner's responsibility. However, the developer's obligation to provide and fund such improvements shall not exceed \$100,000.

- 55) Prior to the issuance of the first Certificate of Occupancy, the property owner shall 1) construct an 8-foot wide concrete sidewalk along Peachtree Corners Circle in the location identified on the site plan and 2) deed to the City the land along Peachtree Corners Circle where said sidewalk is located. Density calculations shall be based on the location of the public right-of-way prior to said land dedication. The property owner shall provide a 15-foot building setback along Peachtree Corners Circle.
- 56) Bicycle racks shall be provided within the development in accordance with the overlay standards.
- 57) The property owner shall install sidewalks and walking trails in accordance with the Common Area and Pedestrian Connectivity Plan prepared by TVS Design. Locations of sidewalks and walking trails may change in order to tie into the City's future sidewalks and walking trails.
- 58) A building permit for the Innovation Lofts Apartments shall not be issued until a permit is issued for the Indigo Hotel. The two-level parking deck shall be permitted separately from the hotel and apartments. Construction of the apartments and hotel may occur simultaneously provided that each hotel inspection must be passed before the equivalent apartment inspection can be requested.
- 59) A Certificate of Occupancy for the Innovation Lofts Apartments shall not be issued until the Certificate of Occupancy for the Indigo Hotel is issued.
- 60) Pick-up for dumpsters shall be limited to between the hours of 7:00 AM and 6:00 PM.
- 61) Operation of parking lot cleaning machinery or other maintenance equipment that emits noise shall be limited to the hours of 7:00 AM to 7:00 PM.
- 62) No outside speakers shall be allowed other than a Muzak system, which may be allowed provided no shrill or excessive noise and vibrations, amplified live entertainers, outside paging systems, phone bells, or loudspeakers will be allowed. Any Muzak system shall have downward facing speakers and shall be inaudible fifty feet from the speakers.
- 63) For the retail building, business hours shall be limited to 6:00 AM to 12:00 AM seven days per week (unless further restricted by other regulations).

- 64) Indigo Hotel shall provide management on duty 24 hours per day.
- 65) Truck delivery shall be limited to the hours of 7:00 AM to 6:00 PM.
- 66) Overnight parking or idling of delivery trucks shall be prohibited.
- 67) The property shall have a cohesive landscape plan.
- 68) Provide landscaped islands throughout the surface parking lots, including a minimum ten-foot wide landscaped island at the end of each parking bay and a minimum six-foot wide landscaped island for each 225 feet of continuous bay length, or alternate plan as may be approved by the Community Development Director.
- 69) Provide or relocate and reconstruct sidewalks, as required, a minimum of five feet in width adjacent to Peachtree Parkway (U.S. Hwy. 141) and Peachtree Corners Circle. Sidewalks may meander along these roads where feasible and per GDOT approval. Provide internal sidewalks connecting office, retail and outparcel development. Submit pedestrian access plan for review and approval of the Community Development Director.
- 70) Planters with vegetation approved by the City's Arborist shall be placed along the building exterior or, as an alternate, climbing plant material shall be installed at the base of the buildings or next to trellises or arbors.
- 71) The landscape strip along the property's Peachtree Parkway frontage shall be planted with a single row of hardwood trees at least 10 feet in height at installation and spaced a maximum of 35 feet on center. The hardwood trees shall be a minimum 3" caliper as measured by the City's Arborist.
- 72) A staggered double row of evergreen shrubs at least 3 feet in height at the time of installation shall be planted along the property's Peachtree Parkway frontage with spacing to be determined by staff so that such plant material screens the adjacent parking lot to the greatest extent possible from Peachtree Parkway's vehicle views.
- 73) Permitted Commercial Uses for retail building: Retail, cinema with dining, bakery and confectionary, music venue, performing arts venue, boutique hotel, C-1 and C-2 permitted uses except as noted in Prohibited Uses, below, and restaurant uses as follows:

- a) Chef-driven dining concepts; local chain restaurants; regional chain restaurants; and national chain restaurants.
 - b) National chain restaurants cannot exceed 50% of the total number of all restaurants.
 - c) Local chain restaurants, regional chain restaurants, and national chain restaurants, combined, cannot exceed 85% of the total number of all restaurants.
 - d) No more than two restaurants shall be permitted in any food category (i.e.: Mexican, Thai, French).
 - e) The Community Development Director shall determine compliance with requirements b), c), and d) listed above.
- 74) Prohibited Commercial Uses: Animal hospitals or veterinary clinics; retail bank (ATM permitted); tattoo and piercing parlors; adult bookstores or entertainment (general bookstores selling adult books on an incidental basis permitted); fast food restaurants with or without drive-thru window (pick-up/to go windows at non-fast food restaurants permitted); automotive related uses such as car wash or automotive parts store; billboards; building, electrical or plumbing contractors; funeral homes or mausoleums; crematory; furniture rental establishments; convenience food stores with or without fuel pumps, emission inspection stations; equipment rental; extended stay and limited service hotels (boutique hotels such as Indigo Hotel permitted); laundry or dry cleaning establishments; liquor stores (specialty beer or specialty wine store permitted); plant nursery sales facility; recreation or fitness facilities which exceed 3500 square feet; industrial uses, automotive service stations with or without fuel pumps; building material sales with outdoor storage, taxi cab or limousine services; pest control businesses; pet shops or pet grooming establishments (pet supplies store permitted); mattress store; nail salon; day care facility; driving school; discount stores; grocery store (gourmet and specialty food store permitted); second run movie theater; lottery ticket sales; tobacco products store; phone stores; precious metals store (jewelry store permitted); clothing resale stores; auto repair shops or tire stores; contractors offices or the outside storage of equipment or materials, heavy equipment and farm equipment sales and service and truck rental; mini-warehouse storage facilities; mobile home or mobile home building leasing or sales lots; no outdoor storage of any type; lounges; and any temporary uses.
- 75) All street or walkway pavers internal to the development shall be of brick, stone or paving material comparable in appearance and be limited to gray or natural-tone colors, which will coordinate with building architecture.

- 76) The property owner shall install a water feature in the center of the roundabout at the entry to the parking deck.
- 77) Building signage shall be approved in the locations shown on the renderings prepared by TVS Design and Wakefield Beasley & Associates.
- 78) The retail building shall install signage in compliance with Peachtree Corners sign ordinance.
- 79) There shall be a limit of one monument sign per road frontage.
- 80) Monument signs shall coordinate with building architecture.
- 81) No billboards are permitted.
- 82) Innovation Lofts shall participate in the Peachtree Corners Crime Free Multi-Housing Program.
- 83) Aggressive breeds of animals (ex: pit bulls, rottweilers and doberman pinschers) may not be kept on the property.
- 84) The property owner shall develop an Indigo Hotel or comparable boutique hotel as defined by the hotel industry, and as approved by the City Council. The property owner shall be prohibited from developing a non-boutique hotel brand such as Holiday Inn or Hampton Inn.
- 85) Drive-through businesses shall be prohibited.
- 86) The property owner shall abide by all requirements of Section 1315 (Activity Center/Corridor Overlay District), except as superseded by approved zoning conditions.
- 87) All food service facilities on the property, including outparcels, shall install odor scrubbers which remove 95% of cooking odors as determined by the Community Development Director.
- 88) Graded land that becomes inactive (no building permits pending) for more than 6 months shall be stabilized, seeded and shall meet all other ordinance requirements for graded property. Additional landscaping may also be required to be added to mitigate the appearance of the land disturbance.

- 89) Stormwater shall be detained below the parking deck and/or below grade around the perimeter of the building as noted on the site plan prepared by TVS Design.
- 90) The previously dedicated 0.90-acre green space the requirement for one centrally located public gathering area which shall be at least 2,875 sq. ft. (1.5% of the project acreage). In addition, there is in excess of 5,000 square feet of centrally located public gathering area at the Hotel Indigo courtyard, pool and amenity area. This centrally located public gathering area shall be promoted by the Hotel Indigo and available for community events, community meetings, corporate events, weddings and other public events in Peachtree Corners.
- 91) Developer shall be responsible for a deceleration lane or other project related right-of-way improvements if determined to be necessary by GDOT and Peachtree Corners' Public Works Director.
- 92) Pursuant to DD of Ord. 2015-03-41, a 5-ft. high wooden screening fence and single row of evergreen shrubs shall be installed immediately along the Peachtree Corners Circle side of the property.
- 93) All Innovation Lofts Apartment units shall have separate electrical meters in order to accommodate the possibility of conversion to 'for sale' units in the future.
- 94) Hotel construction, as evidenced by a completed foundation, shall occur within 60 months (1/16/23) or the zoning on the property shall revert to the previous conditional C-2 zoning approved by Ordinance O2015-03-41.
- 95) The developer shall contribute \$113,775 (half of the design fee) toward the design of the Botanical Garden.
- 96) All zoning conditions shall be tied to the property and shall be the responsibility of the property owner, or his successors if the property is sold.

Effective this 16th day of January, 2018.

**STATE OF GEORGIA
GWINNETT COUNTY**

ORDINANCE 2017-11-106

So Signed and Witnessed

Approved:

this 16th day of January, 2018

Attest:

Kymberly Chereck, City Clerk

Mike Mason, Mayor

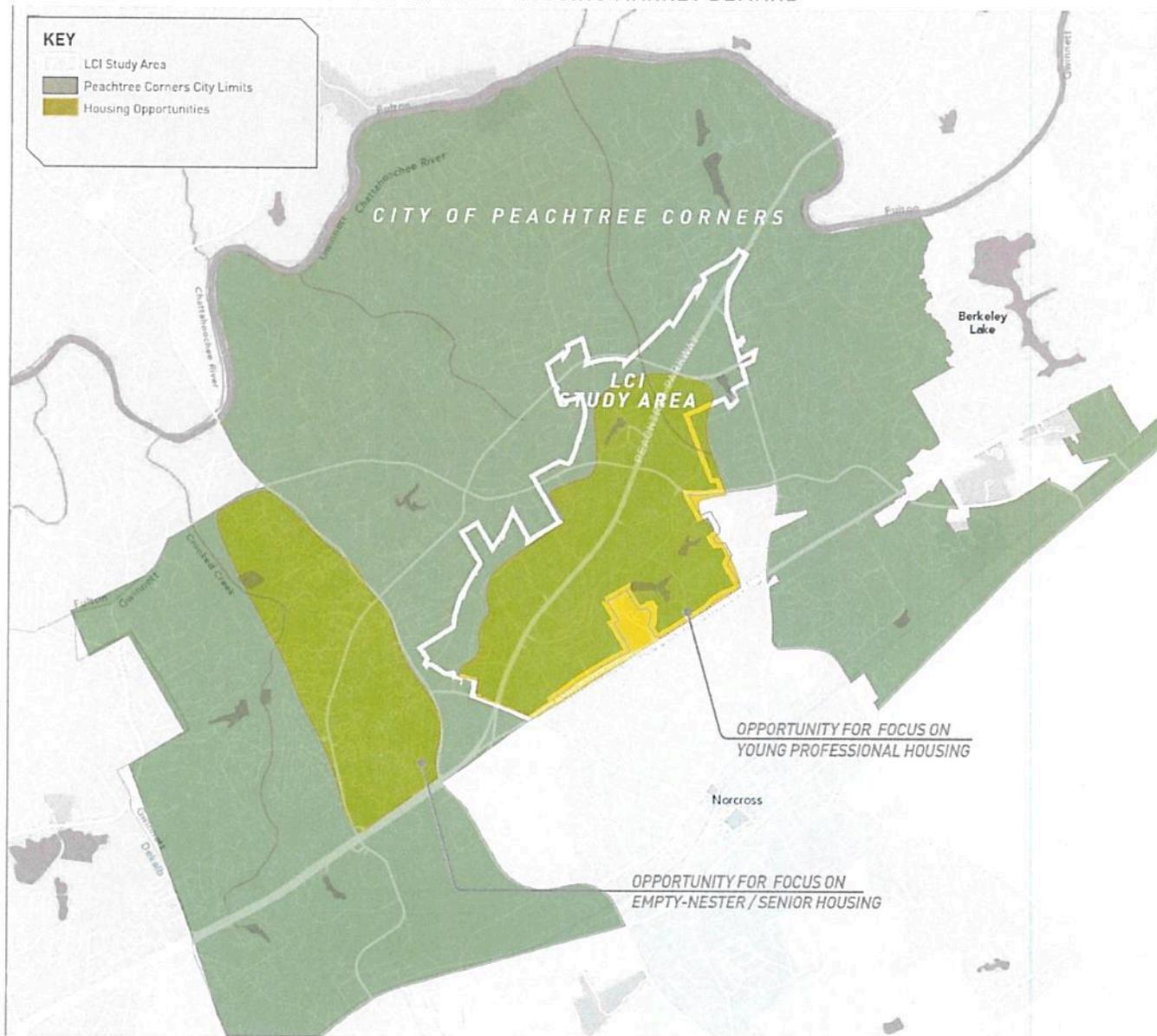
VOTE: Y N A Sadd / Y N A Christ / Y N A Wright / Y N A Mason / Y N A Aulbach / Y N A Christopher / Y N A Gratwick

Facilitate Housing Choices

The LCI market study revealed that the City's concentration of single family homes and below-market-rate rental housing have created a sizable market gap currently in high demand. As noted earlier, LCI stakeholder interviews with former/current Technology Park stakeholders revealed an overwhelming corporate demand for a variety of housing types for a younger workforce. Given these conditions, the City should make it a major priority to facilitate the development of a wider range of housing types, including senior residences and, most importantly, younger workforce housing. This is especially true of the Technology Park area as if it is to transform into an

Innovation District offering walkable, mixed-use development for the soon-to-be-dominant "Millennial" generation (ages 10-29). Similarly, there are areas within the LCI where the market demand for empty-nesters and retirees can be met (an opportunity that is already being taken advantage of by developers). The opportunity to meet housing market demands should be approached as a City-wide strategy. However, the first steps of this strategy within the LCI should focus on making adequate changes to the area's current zoning to make it possible to develop market-viable uses "by right" without need for rezonings or variances. Concurrently, revisions should be made to development requirements to allow for more condensed horizontal and vertical mixed-use developments that help promote walkability.

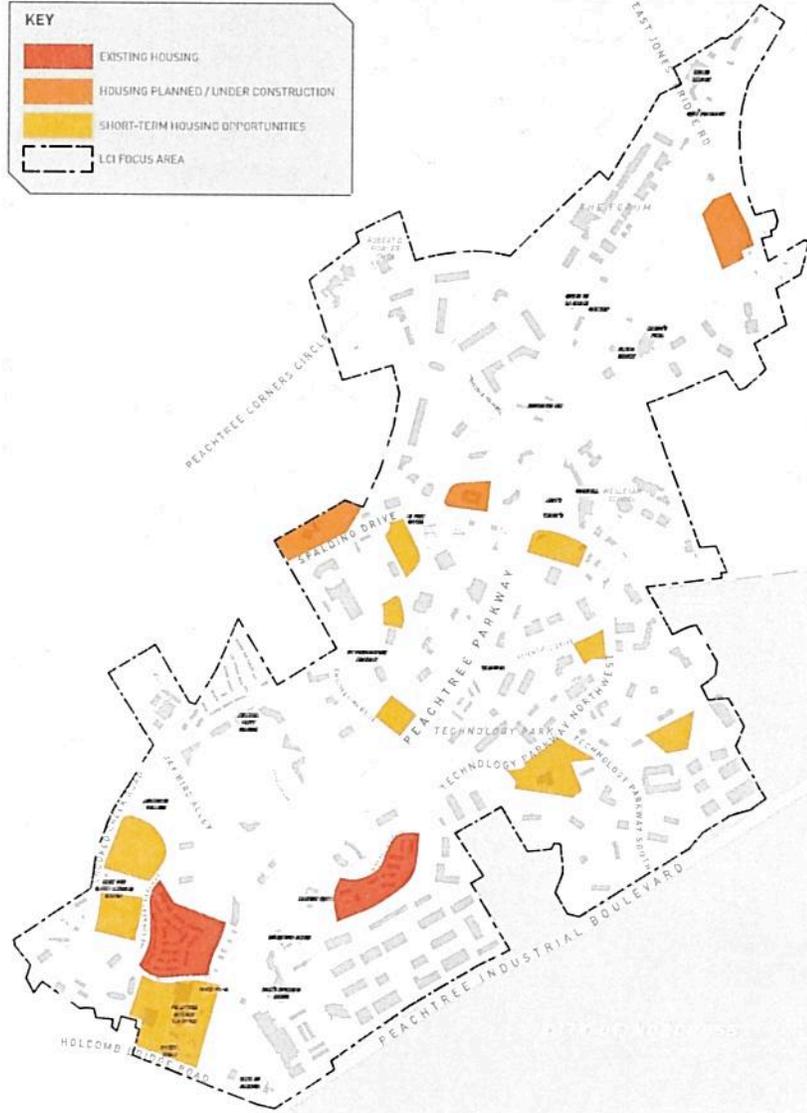
CITY-WIDE POTENTIAL TARGETS FOR INFILL OF HOUSING MARKET DEMAND



NOTE: THESE ARE GENERALIZED AREAS. FURTHER STUDY IS REQUIRED

ATTACHMENT 'B'

HOUSING IN LCI AREA: EXISTING, PLANNED & POTENTIAL AREAS



NOTE: THESE ARE PLANNING LEVEL SUGGESTIONS ONLY

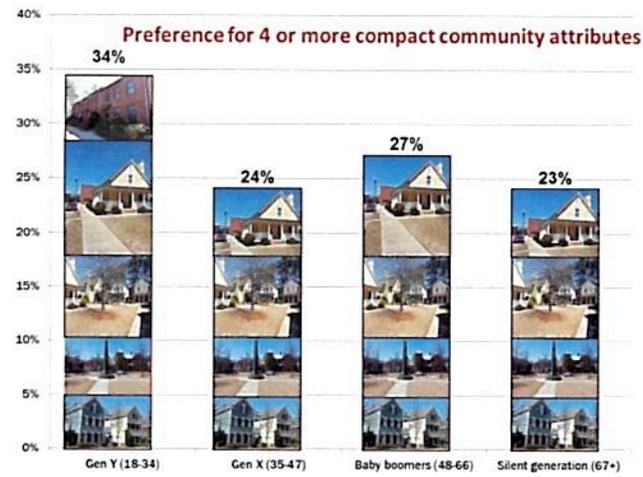
NATIONAL TRENDS ON HOUSING

- 54%** of Americans prefer three or more community attributes associated with compact development
- 71%** view home ownership as a good investment
- 70%** place a high value on walkability when choosing a new community
- 61%** would accept a smaller home in exchange for a shorter commute

POSSIBLE HOUSING TYPES TO CONSIDER

- MILLENNIALS (10-29)**
 - rental units in mixed-use settings
 - accessory apartments (granny flats)
 - moderately-priced town homes
 - moderately-priced existing single-family homes
- GENERATION X (30-48)**
 - trade-up single-family, 25% walkable urban places
- EMPTY NESTERS / BABY BOOMERS (50-69)**
 - condominium flats
 - rental units in mixed-use settings
 - town homes / cluster homes
 - small-lot single-family
- SILENT GENERATION / BABY BOOMERS (69+)**
 - active adult communities / developments
 - adults-only rental / independent living facilities
 - retirement centers

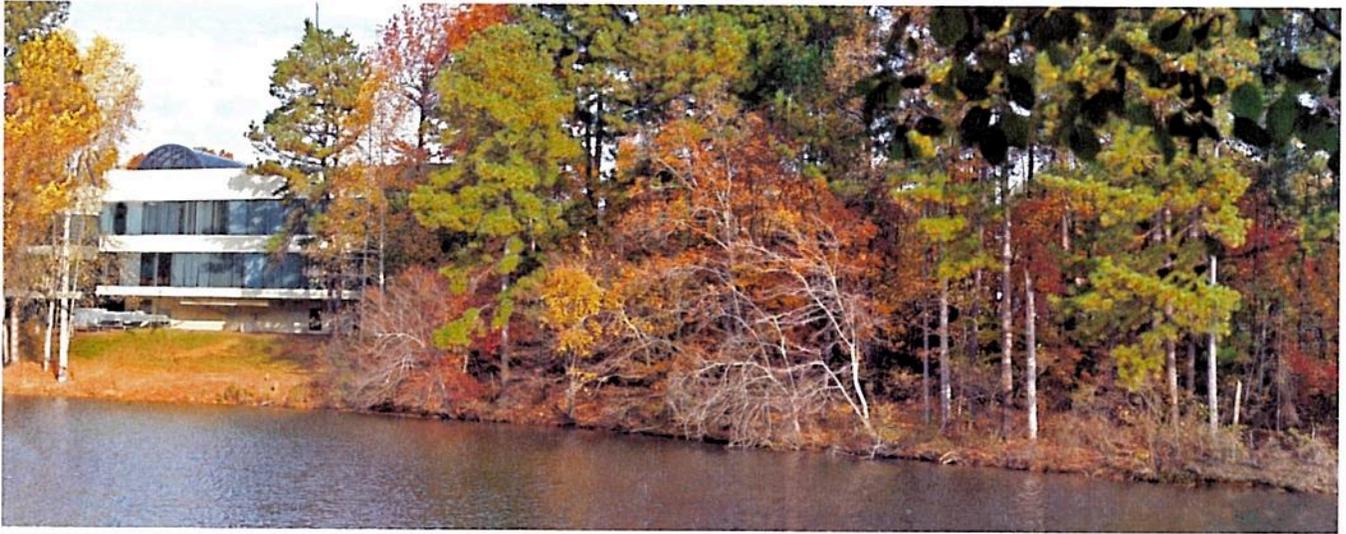
GENERATION PREFERENCES FOR COMPACT COMMUNITIES



REVITALIZED INNOVATION HUB:

CONCEPTUAL VIEW SHOWING INTEGRATION OF RESIDENTIAL WITHIN TECHNOLOGY PARK

EXISTING OFFICE CAMPUS WITHIN TECH PARK



POTENTIAL REDEVELOPMENT OPPORTUNITY WITH THE ADDITION OF YOUNG PROFESSIONAL HOUSING



NOTE: NOT AN ACTUAL DEVELOPMENT PROPOSAL - FOR VISIONING PURPOSES ONLY

ATTACHMENT 'D'

CITY OF PEACHTREE CORNERS
COUNTY OF GWINNETT, STATE OF GEORGIA

ORDINANCE 2015-11-59

AN ORDINANCE TO AMEND CITY OF PEACHTREE CORNERS ZONING RESOLUTION ART. XII, BY ADDING SEC. 1319, TRAILS AND OPEN SPACE, ALONG WITH A 'T-O' ZONING MAP CLASSIFICATION; 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 1319 T-O. Trails and Open Space

1. **Purpose:** The purpose of the Trails and Open Space, T-O, zoning classification is to accommodate a multi-use trail system through Peachtree Corners along with the development of one or more multi-use trails and associated trail components. T-O lands are intended to serve passive recreational uses and as an alternative transportation corridor. T-O land is not intended to be used for sports facility buildings or athletic fields.
2. **Permitted Uses and Facilities:**
 - a. Paved and soft paths to accommodate pedestrians, bicycles, skateboards, rollerblades and other people-powered vehicles
 - b. Trail hubs to accommodate:
 - i. Vehicular parking lots at trail access points
 - ii. Restroom facilities
 - iii. Fitness related activities
 - c. Active Recreation including:
 - i. Boating (ramps, docks, etc.)
 - ii. Disc golf (course baskets)
 - iii. Exercise course (equipment at stations)
 - iv. Bicycling (lockers and bike racks)
 - d. Passive Recreation including:
 - i. Picnic (tables and shelters)
 - ii. Photography (decks and overlooks)
 - iii. Nature hikes (boardwalks)

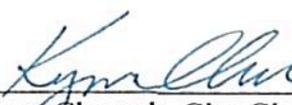
3. **Definitions:**
 - a. **Trail Segment - Land located within an adopted multi-use trail system that is rezoned T-O and contributed to that trail system**
 - b. **Density Credit – A development allocation awarded in exchange for land contributed to a trail system**
 - c. **Density Account- a record established to keep track of Density Credits awarded to a specific recipient.**

4. **Applicability:**
 - a. **Lands located along the Peachtree Corners Beltline and contributed to that multi-use trail will be reimbursed with Density Credits that can be utilized within the boundaries of the Central Business District, (as shown on CBD boundary map, attached).**
 - b. **Lands located along the Crooked Creek Trail and contributed to that multi-use trail will be reimbursed with Density Credits that can be utilized within the boundaries of the Holcomb Bridge Road Corridor Study area, (as shown on Holcomb Bridge Road Corridor boundary map, attached).**

5. **Provisions:**
 - a. **Trail Segments shall be contributed to the trail system through land donation, conservation easement, or other acceptable mechanism that preserves public access to the contributed land in perpetuity.**
 - b. **Individuals who contribute Trail Segments shall be reimbursed with Density Credits that can only be used within the boundary of the area associated with that trail.**
 - c. **Density Credits shall be granted at the rate of thirteen (13) multi-family units per acre of land contributed to a trail (or prorated portion thereof).**
 - d. **The City shall establish a Density Account for each individual that makes a Trail Segment contribution.**
 - e. **A Density Account holder may sell, assign, or convey his/her Density Credits in part or in total to one or more properties within the area associated with that trail (i.e. Beltline contribution can be utilized within the Central Business District; Crooked Creek Trail contribution can be utilized within the Holcomb Bridge Road Corridor Study area.)**
 - f. **The use of Density Credits shall be approved by the City Council.**

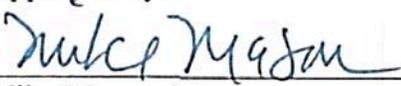
Section 2

All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.
Effective this 15th day of December, 2015.


Kym Chereck, City Clerk



Approved by:


Mike Mason, Mayor

SEAL

This is a portion of a verbatim transcript prepared by Ronica Parks, Certified Court Reporter, GA. Cert. No. 2820 and taken from the recording of SUP 2015-001 hearing on 4/21/15.

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MR. MAYOR: Do I hear a motion for a recess?

3 UNIDENTIFIED MALE SPEAKER: I motion.

4 UNIDENTIFIED MALE SPEAKER: Do I hear a second?

5 UNIDENTIFIED MALE SPEAKER: Second.

6 MS. WHEELER: Second.

7 THE MAYOR: All right. All in favor raise your right
8 hand.

9 (RECESS)

10 UNIDENTIFIED MALE SPEAKER: Okay. Let's get back

11 together. All right. And I call this meeting to order.

12 Do I need to have a motion to come back into session? Do

13 I hear a motion to come back in session.

14 UNIDENTIFIED FEMALE SPEAKER:

15 UNIDENTIFIED MALE SPEAKER: Do I hear second?

16 UNIDENTIFIED MALE SPEAKER: Second.

17 UNIDENTIFIED MALE SPEAKER: All right. All in favor,

18 raise your right hand. All right. We're good. Okay. I

19 think where we left off was a discussion we had identified

20 one, two, three, four, five and then we remembered the

21 standardization and the uses and I think Counselor, why

22 don't you come up and tell us what you think.

23 MR. TUCKER: Thank you Mayor and Council and thank

24 you for letting us have a chance to look at that, because

25 I think we agree with the standards that you've set with

Page 67

1 two caveats that we'd like to ask. With respect to the

2 permitted uses in the commercial designated area, we would

3 like to eliminate the reference to ground floor and second

4 and all other floors so that it is just a list of things

5 that we can do on the property. And we understand what

6 those are, based on this. And then secondarily, with

7 respect to the special use permit, we would -- required

8 for chain restaurants, we would like to ask that that be

9 applied subsequent to this. Because obviously, Black

10 Walnut, that's what we're here with you tonight and so we

11 would not want to have to come back, assuming you see fit

12 to approve this, to get a special use permit for that

13 operation. Understanding on the back or otherwise that we

14 would have to. But we agree to the prohibited uses, think

15 it's reasonable, and thank you for the opportunity for us

16 to look at them.

17 UNIDENTIFIED MALE SPEAKER: Any questions for the

18 applicant before we go back to the motion? All right.

19 Thank you.

20 MR. TUCKER: Thank you.



**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT**

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

PUBLIC HEARING APPLICATION

REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS

A properly completed application and fees are due at the time of submittal. **An incomplete application will not be accepted.** Original signatures are required for the Application.

| REQUIRED ITEMS | NUMBER OF COPIES | CHECK |
|---|--|-------------------------------------|
| Completed Application Form | • 1 original | <input checked="" type="checkbox"/> |
| Boundary Survey with Legal Description | • 1 full size copy • 1- 8-1/2" x 11" or 11" x 17" reduction | <input checked="" type="checkbox"/> |
| Site Plan | • 1 full size Copy • 1- 8-1/2" x 11" or 11" x 17" reduction | <input checked="" type="checkbox"/> |
| Letter of Intent Describing Reason for Request and Proposed Use of Property | • 1 copy | <input checked="" type="checkbox"/> |
| Applicant Certification with Notarized Signature | • 1 copy | <input checked="" type="checkbox"/> |
| Property Owner Certification with Notarized Signature | • 1 copy | <input checked="" type="checkbox"/> |
| Standards Governing Exercise of the Zoning Power | • 1 copy | <input checked="" type="checkbox"/> |
| Disclosure Report Form (Conflict of Interest Certification/Campaign Contributions) | • 1 copy | <input checked="" type="checkbox"/> |
| Verification of Paid Property Taxes (most recent year) | • One (1) Copy (for each tax parcel included) | <input checked="" type="checkbox"/> |
| Electronic copy of complete package | • One (1) copy | <input checked="" type="checkbox"/> |
| Application Fee | • Make checks payable to the City of Peachtree Corners | <input checked="" type="checkbox"/> |
| ADDITIONAL EXHIBITS (IF REQUIRED) | | |
| Additional site plan requirements for R-TH, R-ZT, Modified, CSO, OBP, HRR, R-SR, MUD or MUO rezoning requests | • 1 copy | <input type="checkbox"/> |
| Traffic Study | • 1 copy | <input type="checkbox"/> |
| Development of Regional Impact Review Form | • 1 copy | <input type="checkbox"/> |
| Building Compliance Inspection | • 1 copy | <input type="checkbox"/> |

REZONING, SPECIAL USE PERMIT, OR CHANGE IN CONDITIONS APPLICATION

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

| APPLICANT INFORMATION | PROPERTY OWNER INFORMATION |
|---|---|
| NAME: <u>Roberts Properties Peachtree Retail, LLC</u> | NAME: <u>Roberts Properties Peachtree Retail, LLC</u> |
| ADDRESS: <u>375 Northridge Rd. Suite 330</u> | ADDRESS: <u>375 Northridge Rd. Suite 330</u> |
| CITY: <u>Atlanta</u> | CITY: <u>Atlanta</u> |
| STATE: <u>GA</u> ZIP: <u>30350</u> | STATE: <u>GA</u> ZIP: <u>30350</u> |
| PHONE: <u>770-394-6000 ext. 209</u> | PHONE: <u>770-394-6000 ext. 209</u> |
| E-MAIL: <u>dphillips@robertsproperties.com</u> | E-MAIL: <u>dphillips@robertsproperties.com</u> |
| APPLICANT CONTACT, IF DIFFERENT THAN ABOVE | |
| CONTACT PERSON: <u>Clay Massey</u> PHONE: <u>404-881-4969</u> | |
| CONTACT'S E-MAIL: <u>clay.massey@alston.com</u> | |

APPLICANT IS THE:

OWNER'S AGENT PROPERTY OWNER CONTRACT PURCHASER

C-2 MUD w/ concurrent

PRESENT ZONING DISTRICTS(S): Conditional REQUESTED ZONING DISTRICT: variances in Attachment A

LAND DISTRICT(S): 6 LAND LOT(S): 301 ACREAGE: 4.4*

ADDRESS OF PROPERTY: 4936 Peachtree Corners Circle; 5246 Peachtree Parkway

PROPOSED DEVELOPMENT: Mixed Use Development

*The Subject Property is 4.4 acres, but a total of 5.3 acres inclusive of adjacent land is designated to meet zoning, code and development requirements per agreement with the City.

Staff Use Only This Section

Case Number: _____ Hearing Date: P/C _____ C/C _____ Received Date: _____

Fees Paid: _____ By: _____

Related Cases & Applicable Conditions:

Description:

*The rezoning is requested for the residential/commercial Mixed Use development described in the accompanying Letter of Intent and Concept Plan.

RESIDENTIAL DEVELOPMENT*

NON-RESIDENTIAL DEVELOPMENT*

No. of Lots/Dwelling Units 2/169
Between approx. 800 SF and
Dwelling Unit Size (Sq. Ft.): 1250 SF each

No. of Buildings/Lots: 2/2
351,105 SF (total for retail,
Total Bldg. Sq. Ft.: residential and hotel)
FAR=1.52 (aggregate total for
Gross Density: retail, residential and hotel)

FEE SCHEDULE

1. Rezoning, Change-in-Conditions and Special Use Permit Fees – Residential Zoning Districts
(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

A. For the following single-family residential zoning districts: RA-200, R-140, R-LL, R-I00, R-75, RL, MHS.

- 0 - 5 Acres = \$ 500
- > 5 - 10 Acres = \$ 1,000
- > 10 - 20 Acres = \$ 1,500
- > 20 - 100 Acres = \$ 2,000
- > 100 - Acres = \$ 2,500 plus \$40 for each additional acre over 100
- Maximum Fee: \$10,000

B. For the following single and multifamily residential zoning districts: R-TH, RMD, RM-6, RM-8, RM-I0, RM-13, R-SR, MH, R-60, R-ZT, R-75 MODIFIED or CSO, and R-100 MODIFIED or CSO.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$40 for each additional acre over 100

2. Rezoning, Change-in-Conditions and Special Use Permit Fees - Non-Residential Zoning Districts
(note: a Special Use Permit related to a rezoning case shall not incur an additional fee)

For the following office, commercial and industrial zoning districts: C-I, C-2, C-3, O-I, OBP, M-I, M-2, HS, NS.

- 0 - 5 Acres = \$ 850
- > 5 - 10 Acres = \$1,600
- > 10 - 20 Acres = \$2,100
- > 20 - 100 Acres = \$2,600
- > 100 - Acres = \$3,200 plus \$50 for each additional acre over 100

3. Mixed-Use (MUD and MUO) or High Rise Residential (HRR)

Application Fee – \$1,200 plus \$75 per acre (maximum fee - \$10,000)

- 4. Chattahoochee Corridor Review (involving a public hearing) - \$150.
- 5. Buffer Reduction (Greater than 50%) Application Fee - \$500.
- 6. Zoning Certification Letter - \$100 (per non-contiguous parcel).

ATTACHMENT A

CONCURRENT VARIANCES REQUESTED

1. Allowance of an 1800 SF land disturbance encroachment into the 50-foot undisturbed natural vegetative buffer under Section 18-51(a)(1) at the two locations shown in the Variance Plan.
2. Allowance of a 900 SF land development encroachment into the 75-foot impervious surface setback under Section 18-51(a)(2) at the three locations shown in the Variance Plan.



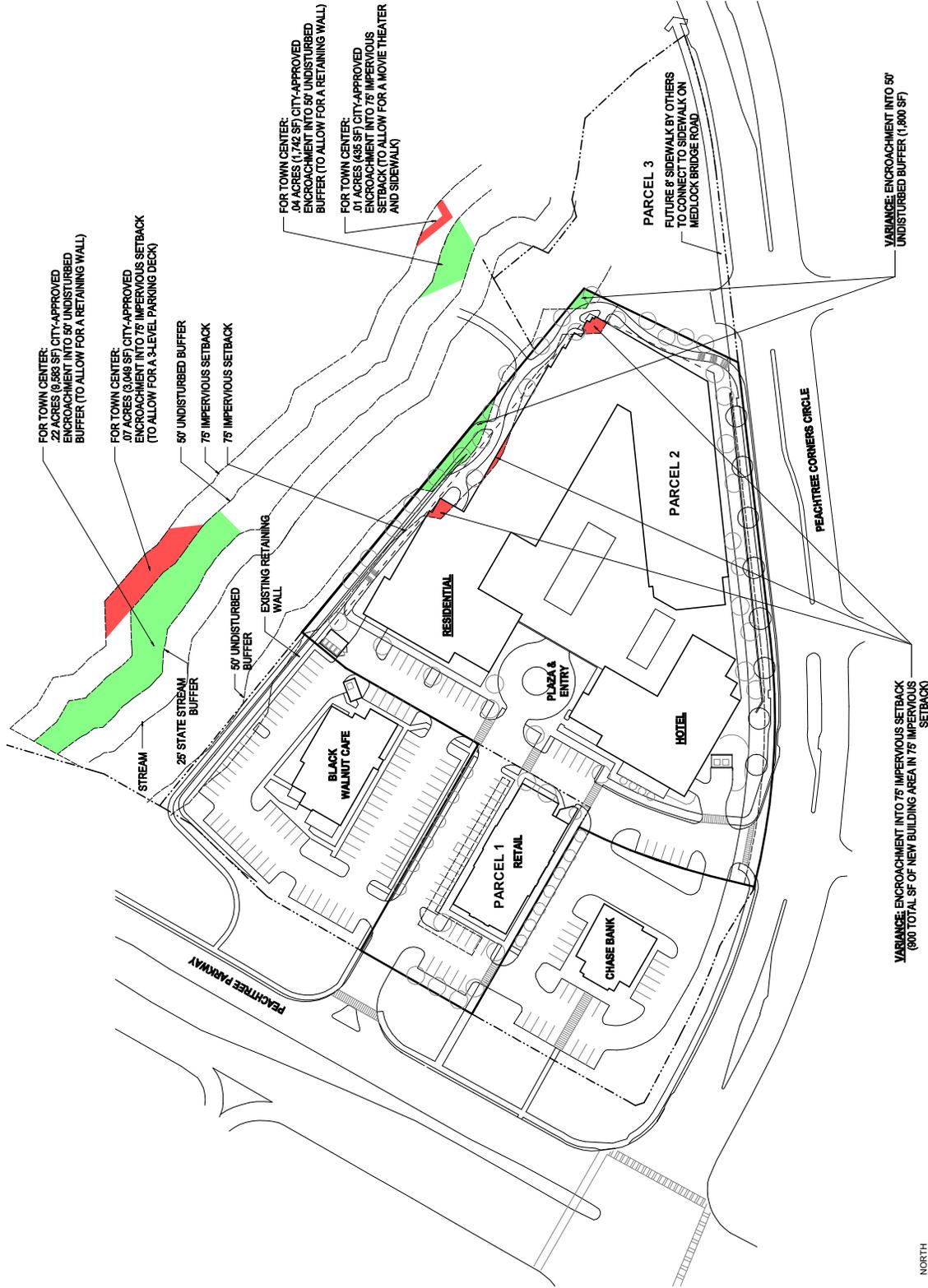
Roberts Properties, Inc.
770-394-6000 www.robertsproperties.com
275 Peachtree Corners Blvd, Suite 200 Atlanta, Georgia 30090

Issue Date: September 29, 2017

MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

VARIANCE PLAN

A-4



DISCLOSURE REPORT FORM
CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS

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

Roberts Properties Peachtree Retail, LLC

CHECK ONE: YES NO

(If **yes**, please complete the "Campaign Contributions" section below)

Print Name

1. CAMPAIGN CONTRIBUTIONS

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

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

APPLICANT:

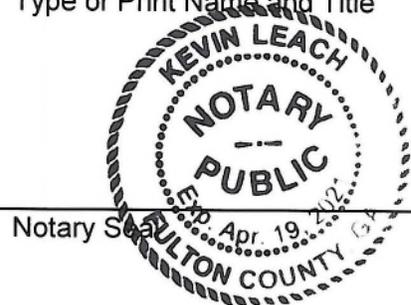
Roberts Properties Peachtree Retail, LLC,
a Georgia limited liability company

By: Roberts Properties, Inc.,
a Georgia corporation, Manager

By: _____ 9/14/2017
Charles S. Roberts Date
President

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

Kevin Leach
Signature of Notary Date 9/14/2017



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

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

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

- A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?
Yes. See enclosed Letter of Intent.
- B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?
No. See enclosed Letter of Intent.
- C. Does the property to be affected by a proposed rezoning, special use permit, or change in conditions have reasonable economic use as currently zoned?
No. See enclosed Letter of Intent.
- D. Will the proposed rezoning, special use permit, or change in conditions will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?
No. See enclosed Letter of Intent
- E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?
Yes. See enclosed Letter of Intent.
- F. Are there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning, special use permit, or change in conditions?
Yes, for approval. See enclosed Letter of Intent.

ALSTON & BIRD

One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309-3424
404-881-7000 | Fax: 404-881-7777

W. Clay Massey

Direct Dial: 404-881-4969

Email: clay.massey@alston.com

October 2, 2017

VIA HAND DELIVERY

Ms. Diana Wheeler
Community Development Director
City of Peachtree Corners
147 Technology Parkway NW,
City Hall, Suite 200
Peachtree Corners, Georgia 30092

Re: Letter of Intent to Rezone the Properties Located at 4936 Peachtree Corners Circle and 5246 Peachtree Parkway in Land Lot 301 of the 6th Land District, City of Peachtree Corners, Gwinnett County, Georgia (collectively, the "Subject Property")

Dear Ms. Wheeler:

My client Roberts Properties Peachtree Retail, LLC ("RPPR") requests the rezoning of the Subject Property¹ from Conditional C-2 (Commercial Business) to MUD (Mixed-Use Development) and the concurrent variances discussed below. I write to provide a description of the proposed use and development of the Subject Property, and to explain the need and justification for the requested rezoning and concurrent variances.

I. The Subject Property

The Subject Property to be rezoned is approximately 4.4 acres of land located at the intersection of Peachtree Parkway and Peachtree Corners Circle, directly across from The Forum and adjacent to the forthcoming Town Center mixed-use development. Together with the adjacent 0.9 acres of undisturbed land RPPR transferred to the Downtown Development Authority of Peachtree Corners ("DDA") in 2016, the Subject Property totals 5.3 contiguous acres for RPPR's mixed-use development in compliance

¹ A survey and legal descriptions of the Subject Properties are attached hereto as **Exhibit A**.

with Section 1318(5) of the Zoning Ordinance for MUD zoning.² Pursuant to Section 1318(5) of the Zoning Ordinance, this acreage allows a total of 169 rental apartment homes on the Subject Property, in addition to the 110-room boutique hotel and retail outparcel discussed below, under MUD zoning.³

The Subject Property was part of approximately 25.802 acres of contiguous land at the intersection of Peachtree Parkway and Peachtree Corners Circle (the “RPPP Property”) formerly owned by RPPR’s predecessor and affiliate, Roberts Properties Peachtree Parkway, L.P. (“RPPP”). As a result of litigation brought by RPPP, Gwinnett County approved RPPP’s request to rezone 18.3 acres of the RPPP Property to RM-13 (multi-family residential), which allowed RPPP to develop 237 apartments⁴ on that acreage of the RPPP Property.⁵ After incorporating in 2012, the City purchased those 18.3 acres of the RPPP Property and rezoned them to MUD.⁶ The City subsequently sold those 18.3 acres to Fuqua Acquisitions II, LLC (“Fuqua”) for what is currently being developed as Town Center. The Subject Property is a portion of the former RPPP Property that is

² RPPR transferred the adjacent 0.9 acres to the City with the express right to utilize the adjacent property “in connection with any and all development, density, and/or construction-related calculations and/or code requirements (including without limitation, open space and tree density requirements, to the extent allowed by law).” [Limited Warranty Deed, **Exhibit B** hereto; *accord* Zoning Ord. § 2015-03-41 (Condition 2.Z), attached hereto as **Exhibit C**.]

³ Section 1318(5) of the Zoning Ordinance allows 32 rental apartments per acre on property zoned MUD. With 5.3 acres, RPPR is therefore authorized to develop a total of 169 rental apartments on the Subject Property under an MUD zoning.

⁴ With additional adjacent parcels previously zoned RM-13 by Gwinnett County, RPPP was ultimately authorized to develop a total of 292 apartment units on contiguous land that included the RPPP Property.

⁵ Gwinnett County rezoned the 18.3 acres to RM-13 as a result of litigation RPPP prosecuted against the County from 1999 to 2001. Gwinnett County had refused to rezone the property in an effort to block apartments on the property, which led to the litigation. The United States District Court found direct evidence that Gwinnett County committed discrimination under the Federal Housing Act by denying RPPP the RM-13 zoning, stating that RPPP had presented “evidence that strongly suggests that the Commission members acted directly in response to the homeowner’s discriminatory desires by voting to deny Plaintiff’s rezoning application.” [Order, **Exhibit D** hereto.] The Court also found evidence that the denial of the RM-13 zoning was an unconstitutional denial of RPPP’s substantive due process rights. [*Id.*] The Consent Order requiring Gwinnett County to provide the rezoning allowing the apartment units is attached as **Exhibit E** hereto.

⁶ The City purchased the 18.3 acres to prevent the development of apartments on the property, in response to “numerous calls of concern from citizens over a proposed apartment development planned for that site.” [Press Release: City of Peachtree Corners Makes Strategic Move Toward Land Acquisition, **Exhibit F** hereto.] The City noted that “every effort has been made to avoid apartment development on this site.” [July 2, 2013 City of Peachtree Corners Council Meeting Minutes, **Exhibit G** hereto.] The City’s effort to prevent apartments on the property was reiterated in Mayor Mason’s recent July 2017 public comments. [From the Mayor’s Desk: Construction on New Town Center, July 2017, attached hereto as **Exhibit H**.]

adjacent to the acreage the City purchased and sold to Fuqua for the Town Center development, as reflected on page 6 of this letter.

The Subject Property is currently zoned Conditional C-2 (General Business), which is not an economically viable zoning of the Subject Property. The zoning allows only certain retail, office and public/semipublic uses, for which there is no economically viable market on the Subject Property. The substantial retail space and uses at the Forum and forthcoming Town Center development saturates the retail market at this location, rendering a full retail development on the Subject Property unviable. Moreover, the millions of dollars in incentives the City provided to Fuqua to construct Town Center (including incentives for a parking deck, rights-of-way, internal roads and other development costs) enable Town Center to be significantly more competitive than RPPR could be on rents and other terms in retail leases on the adjacent Subject Property. That advantage to Town Center draws the rental market to Town Center and away from new retail construction on the Subject Property. Such circumstances further eliminate any economic viability of the Subject Property as a retail development.

Further eliminating any viability of the Subject Property as a retail development are the zoning conditions that govern the Subject Property.⁷ Those conditions substantially restrict any retail uses allowed on the Subject Property. For example, the only restaurants that are permitted on the Subject Property as a matter of right are Chef-driven restaurants, for which there is no market. Indeed, the lack of a sustainable market for such restaurants led the City to allow Fuqua to have chain restaurants⁸ (rather than Chef-driven restaurants) for up to 85% of the restaurants at Town Center, a right the City has not provided RPPR on the Subject Property. The zoning conditions even prohibit a grocery store from being developed on the Subject Property, while allowing a Sprouts grocery store on a neighboring property across from The Forum at 5130 Peachtree Parkway. The zoning conditions also prohibit all of the following other retail uses, among others, which prohibition further eliminates any economic viability of a retail development on the Subject Property:

⁷ Zoning Ord. § 2015-03-41, attached hereto as **Exhibit C**.

⁸ According to Mayor Mason's July 2017 public comments, those chain restaurants will include Marlow's Tavern, Firebirds Wood Fired Grill, Farm Burger, Vintage Pizzeria, Thais Express, Salata Salad Bar, Jim 'N' Nick's Bar-B-Q and Willy's Mexicana Grill, among others. [From the Mayor's Desk: Construction on New Town Center, July 2017, attached hereto as **Exhibit H**.]

- Animal hospitals or veterinary clinics
- Retail banks
- Chain restaurants
- Fast food restaurants
- Automotive parts stores
- Furniture rental establishments
- Convenience food stores
- Laundry or dry cleaning establishments
- Liquor stores that are not specialty wine or beer stores
- Plant nursery sales facilities
- Recreation or fitness facilities over 3500 SF
- Automotive service stations
- Clothing resale stores
- Auto repair shops or tire stores
- Building material sales with outdoor storage
- Pet shops or pet grooming establishments
- Mattress stores
- Nail salons
- Day care facilities
- Driving schools
- Discount stores
- Second run movie theaters
- Phone stores
- Precious metals stores
- Mini warehouse storage facilities
- Extended stay service hotels
- Hotels other than boutique hotels

New office development on the Subject Property also is unviable. Northeast Atlanta and Peachtree Corners, specifically, are two of the weakest office markets in the Atlanta area. Peachtree Corners' direct office vacancy rate of 20.6% is one of the highest in the Atlanta area and is 31% higher than the average direct office vacancy rate among the Atlanta markets.⁹ Peachtree Corners' weak office market is evidenced by the occupancy rates for Class A and Class B office buildings within 3 miles of the Subject Property. Analysis of available data for those properties shows a weighted average occupancy rate of 63%. Notably, the nearby Class A office property located at 3930 E. Jones Bridge Road, at the north end of The Forum, has a 72% occupancy rate. This lack of demand for office space at the location of the Subject Property is further illustrated by Fuqua's request for, and the City's approval of, a 70% reduction in the office space

⁹ See, e.g., Cushman & Wakefield Office Q2 2017 Marketbeat Report attached hereto as **Exhibit I**.

required at the Town Center mixed-use development.¹⁰ There is simply insufficient demand for office space in Peachtree Corners and at the Subject Property's location, specifically, for a new office development on the Subject Property to be economically viable.

RPPR's preference is to develop the Subject Property as 100% high-end apartment homes. However, the City has stated its desire for a boutique hotel to exist on the Subject Property. Such a hotel on the Subject Property is not feasible without the connected apartment development. Particularly without the development incentives the City has provided Fuqua for the Town Center development, the land and construction costs of the hotel and structured parking deck will be substantial. Nightly hotel room rates in the City are too low to support the investment necessary to cover those substantial costs because of the age of the City's hotel stock and low hotel room demand due in part to high office vacancy rates. Developing the hotel, alone, therefore is not economically viable. To be economically viable, the hotel must have the connected apartment development to subsidize its substantial land and construction costs. Without the apartments, the hotel simply cannot be developed.

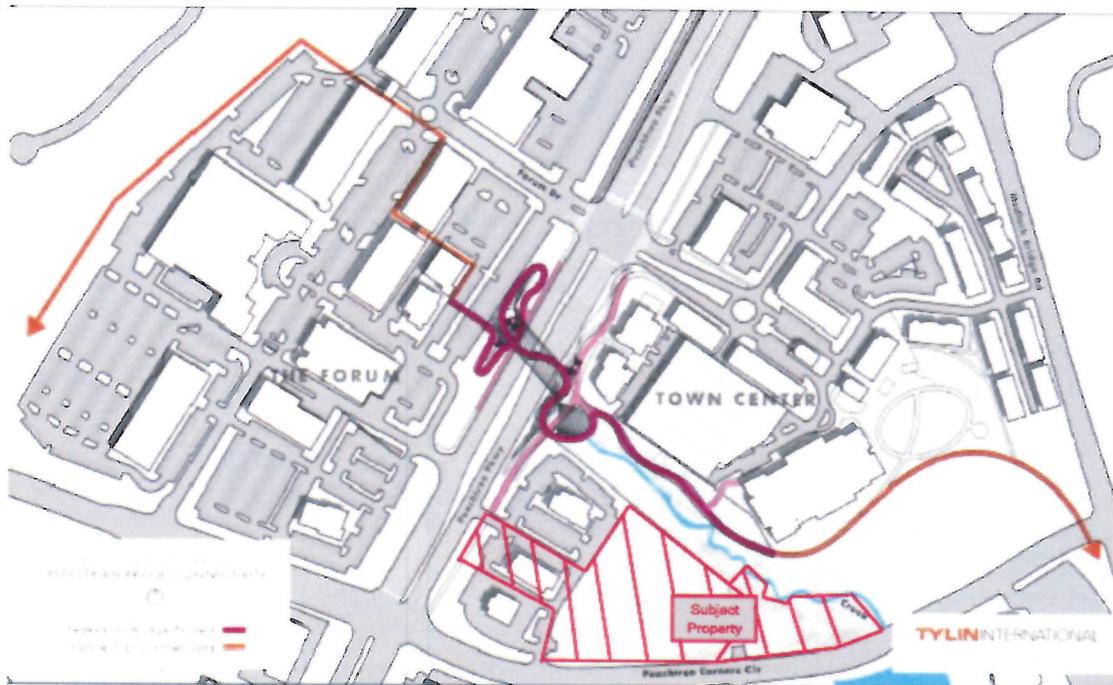
II. The Proposed Rezoning and Mixed Use Development

RPPR seeks MUD zoning for a residential/commercial mixed-use development on the Subject Property in accordance with the concept plan and related materials submitted herewith as **Exhibit K**.¹¹ The development's residential component will consist of 169 highly amenitized one- and two-bedroom apartment homes with granite countertops and stainless steel appliances. The apartment homes will be in an upscale, stylish and sophisticated mid-rise building with structured parking, elevators, conference facilities, a swimming pool and a fitness center. The apartment homes will be part of a shared structure with an upscale and highly amenitized 110-room boutique hotel constituting part of the commercial component of the mixed-use development. The boutique hotel will feature well-appointed rooms, meeting facilities, a fitness center, a swimming pool and a business center. The other commercial component of the development will be a small outparcel retail use as shown in the concept plan.

¹⁰ See Ord. 2015-06-49, Town Center Special Use Permit Analysis, and Letter of Intent for Application for Special Use Permit and Changes to Conditions for Town Center Mixed Use Project, collectively attached hereto as **Exhibit J**.

¹¹ The renderings submitted in addition to the Concept Plan at **Exhibit K** hereto are conceptual in nature and intended to illustrate the general architectural concepts of the development. The features and elements of the renderings are not to scale, and certain colors and architectural features shown in the renderings are subject to change as the complete architectural drawings and building plans are finalized and submitted for permitting in compliance with the approved Concept Plan.

RPPR's proposed mixed-use development will connect the Subject Property's high-end multi-family residences and boutique hotel to the 580,000 SF of retail shops and restaurants at The Forum, and to the Town Center's forthcoming 14 restaurants, 983-seat theater, Town Green, Sprouts grocery store and 15,000 SF of other retail and office uses. RPPR's mixed-use development will have a direct connection to the planned pedestrian bridge across Peachtree Parkway, providing convenient walkable access to The Forum for apartment residents and hotel patrons:¹²



Regular pedestrian traffic and activity by City residents and visitors are pivotal to The Forum's and Town Center's economic success and sustainability, and to their identity as Peachtree Corners' city center through mixed-use planning. As confirmed by research at Georgia Tech's School of City and Regional Planning, a fundamental characteristic of a true mixed-use development is that it has "uninterrupted pedestrian connections" and is "pedestrian-oriented and contains elements of a live-work-play environment."¹³ Indeed, "there is increased economic activity when there are more people in an area to shop," and attracting pedestrians onto city streets helps "revitalize community life."¹⁴ RPPR's mixed-use development will clearly benefit the City in this regard. Active residents living

¹² Peachtree Corners Bridge Presentation, at p. 53, attached as **Exhibit L** hereto.

¹³ Herndon, J. and Drummond, W., *Mixed-Use Development in Theory and Practice: Learning from Atlanta's Mixed Experiences*, Ga. Inst. of Tech. (May 5, 2011) at 12, 13, 14 and 41, available at <https://smartech.gatech.edu/handle/1853/40790>.

¹⁴ *Id.* at 26.

at high-end apartments and City visitors staying at the high-end boutique hotel on the Subject Property will have direct, walkable connectivity to The Forum via the pedestrian bridge and to Town Center via the planned walking trails. These residents and hotel guests will stimulate day and night pedestrian activity along the shops and attractions in this desired city center, thereby promoting commerce and a downtown community development for the City.

It is proven that high-quality rental housing is necessary to support retail and other commercial components of successful mixed-use developments. Local examples of this include the Veranda and Haven apartments at Avalon in Alpharetta, The Collection apartments at the forthcoming City Springs mixed-use development in Sandy Springs, and The Residence at Buckhead Atlanta. In addition to providing direct and constant pedestrian commerce and activities within the mixed-use developments, such rental housing attracts educated and sophisticated residents who are capable and willing to pay higher rents, which provides a financially viable market for retail and restaurant businesses operating in the mixed-use development. The apartments on the Subject Property will reflect the same high-end quality as such mixed-use developments and provide the same economic and community benefits for The Forum, Town Center and the City, generally.

RPPR's mixed-use apartment homes will also surpass the Echo Lakeside apartment development in Technology Park, which the City unanimously approved in 2016. Echo Lakeside, which was marketed as "millennial housing" during the rezoning process, is a garden apartment complex in a suburban, wooded office park setting. Comparatively, RPPR's apartments will be a mid-rise apartment development in a walkable, urban setting. RPPR's apartment development will also have closed air-conditioned corridors and structured parking, compared to Echo Lakeside, which will have open breezeway connections and no structured parking. The characteristics of RPPR's apartments on the Subject Property will be attractive to sophisticated millennial and empty nester residents, and command higher rents. Moreover, Echo Lakeside is over a four-mile roundtrip walk to The Forum and Town Center, which will be a prohibitive or inconducive walking distance for residents of Echo Lakeside. Accordingly, Echo Lakeside is not located where it can furnish the necessary pedestrian patronage that RPPR's apartments on the Subject Property will provide the shops, restaurants and attractions at The Forum and Town Center. Also, RPPR's apartment development will provide sophisticated and walkable housing that is attractive to entrepreneurs engaged in the Prototype Prime technology startup incubator at Technology Park, which will help promote innovation and dynamic business development in the City.

In addition, the upscale boutique hotel on the Subject Property will offer travelers visiting Peachtree Corners distinctive and high-quality accommodations with first-class amenities, including well-appointed rooms, meeting facilities, a fitness center, swimming

pool, and a business center. RPPR's development will connect this high-end hotel directly to The Forum and Town Center via the proposed pedestrian bridge and walking trails, which will enhance and help showcase this area as the City's desired downtown center and central business district. The quality of the boutique hotel and its integration with the adjacent shops, restaurants and attractions will promote tourism in the City and provide City residents superior facilities for conferences, weddings and other events. The hotel will also be attractive to prospective businesses considering Peachtree Corners for their location or expansion, by providing sophisticated and convenient hotel accommodations and conference facilities with high-end amenities for business travelers.

In summary, RPPR's mixed-use development will seamlessly and naturally integrate with and support the City's dynamic commercial, cultural and entrepreneurial centers at The Forum, Town Center and Technology Park; attract sophisticated residents; and enhance a distinctive gateway and downtown center for the City. The development will be a significant benefit to the City.

III. Promotion of the City's Land Use Objectives

RPPR's proposed mixed-use development will clearly promote the objectives of the City's Zoning Ordinance, Comprehensive Plan, and Livable Center Initiative.

The purpose of MUD zoning under the City's Zoning Ordinance is as follows:

to promote the development of properties in a manner that integrates commercial and/or office with residential land uses, promotes pedestrian accessibility among uses, reduces automobile trips, provides a livable environment for project residents, and enhances the value and aesthetics of the surrounding community. MUD's utilize connective streetscapes to promote an environment conducive to human activity through the provision of landscaping, street/shade trees, street furniture and sidewalks to unify and interconnect varying uses.¹⁵

RPPR's mixed-use development will distinctly serve this purpose. The development will integrate high-end apartment homes and an upscale boutique hotel on the Subject Property with commercial uses on adjacent properties and the Subject Property; promote pedestrian accessibility among uses at the Subject Property, The Forum and Town Center; reduce automobile trips by providing apartment homes and hotel accommodations for Peachtree Corners residents and visitors with walkable access to The Forum and Town Center; provide a livable environment for Peachtree Corners residents; and enhance the value and aesthetics of The Forum, Town Center and surrounding community. The Subject Property and mixed-use development also satisfy all of the requirements for MUD

¹⁵ Zoning Ord. § 1318.1

zoning, including being located within a Major Activity Center and adjacent to major thoroughfares where infrastructure is available to support the mix of uses on the Subject Property, pursuant to Zoning Ordinance § 1318.2.

In addition, the City's 2033 Comprehensive Plan calls for MUD zoning and mixed-use development on the Subject Property. Under the Comprehensive Plan, the City seeks to:

- (1) Offer a high quality of life for residents,
- (2) Provide a competitive environment for businesses,
- (3) Create a strong sense of community for all, and
- (4) Accommodate the best opportunities to live, work, learn, play and stay.¹⁶

RPPR's mixed-use development on the Subject Property will further each of these objectives, by, *inter alia*, providing high-end rental apartment homes and upscale boutique hotel facilities that enable and enhance the community's enjoyment of the City's cultural, culinary and shopping attractions; providing upscale boutique hotel accommodations and facilities that promote tourism and business in the area; providing City residents with upscale boutique hotel facilities and amenities for conferences, weddings and other events; providing desirable highly amenitized rental apartment homes for millennials whom businesses seek to employ; providing walkable rental apartment homes and boutique hotel components necessary to promote a vibrant city center community at and around The Forum, Town Center and the pedestrian bridge; and providing a true live, work, learn, play and stay opportunity in the City in conjunction with The Forum and Town Center.

Similarly, the Comprehensive Plan's formal goals for the City are the following:

- (1) Build and strengthen a unified and family-friendly multicultural community.
- (2) Maintain a high-quality natural and cultural environment.
- (3) Integrate transportation and accessibility into development decisions.
- (4) Enable redevelopment and capture high-quality new development.

¹⁶ 2033 Comprehensive Plan, Community Goals, p. 6, attached as **Exhibit M** hereto.

- (5) Emerge as the most desirable and advantageous community in the Atlanta region.¹⁷

These goals, in addition to the policies the City is to follow in achieving them, clearly support approval of RPPR's mixed-use development. Those policies include, *inter alia*, attracting and retaining young families; allowing for a broader range of housing options; supporting the aging and millennial populations; expanding publicly-accessible recreation; creating places for community members to gather and enjoy arts and culture; improving walkability, especially in activity centers; encouraging the development of a Peachtree Corners city center; promoting mixed-use development along key corridors; and promoting denser development in specific areas designated for mixed-use or higher-density multi-family.¹⁸ Indeed, the City's following needs and opportunities underlying the aforementioned policies in the Comprehensive Plan clearly call for RPPR's mixed-use development:

- (1) "There is no mixed-use development in Peachtree Corners with both residential and retail components."
- (2) "Peachtree Corners has few housing options for empty nesters," including, "'live/walk/play' communities."
- (3) "[T]here is a need for higher-end rental apartments that appeal to young professionals and older adults."
- (4) "Allowing for and promoting mixed-use development in key locations can create opportunities for individuals to live, work, play and shop in one place."
- (5) "New development may be designed with access management policies, bicycle and pedestrian facilities, and mixed-uses, which all serve to reduce vehicular travel demand"
- (6) "The property across from The Forum presents prime development opportunities."¹⁹

¹⁷ *Id.* at p. 10.

¹⁸ *Id.* at pp. 13, 15, 17, 20, 23, 24, 29-31, 33. It is unclear how the City's concern that "[a]partment dwellers are perceived as transient and not invested in the community" and the City's preference not to become "a 'melting pot' where all cultures blend" stated in the Comprehensive Plan factor into the City's land use decisions. [*Id.* at pp. 12 and 18.] However, as litigated with Gwinnett County, a zoning authority is not allowed to make zoning decisions on grounds that violate the Federal Housing Act and the Constitution. [See, e.g., Order, **Exhibit D** hereto.]

¹⁹ *Id.* at pp. 13, 15, 24, and 29-31.

RPPR's mixed-use development will fit each of these needs and opportunities. Moreover, the Comprehensive Plan acknowledges that the City has "no 'downtown' or town center that functions as an economic, civic and social destination" and "no civic or public gathering places,"²⁰ while identifying land across the street from The Forum as "ideal for mixed use development . . . and development that helps meet the City's need for a downtown and more public gathering places."²¹ In sum, RPPR's mixed-use development is a perfect fit for the Subject Property under the City's Comprehensive Plan.

The City has acknowledged that workers and empty nesters are moving to locations that are: walkable to retail stores, eating, and shopping; multi-story buildings and dense residential; and convenient for daily activities.²² The City therefore has identified the following priorities for its growth: "Walkable – connect housing to work, shops, restaurants, activities" and "Millennial/empty nester style housing."²³ RPPR's mixed-use development will accomplish these priorities by providing a walkable mixed-use community in which City residents and visitors can live, stay, work and play, with housing that is appealing to millennials and empty nesters, and a boutique hotel that will provide business and leisure travelers the upscale and highly amenitized experience. These features and benefits clearly will enhance and showcase the live, stay, work and play vision the City has for this area.

²⁰ 2033 Comprehensive Plan, Consolidated Needs and Opportunities, pp. 27, 31 attached as **Exhibit N** hereto.

²¹ *Id.* at p. 26.

²² Peachtree Corners Bridge Presentation, p. 4, attached as **Exhibit L** hereto.

²³ *Id.* at p. 5.

Moreover, the Subject Property is in the Central Business District Character Area (“CBD”) of the Comprehensive Plan:²⁴

Figure 3. Key Features of the Central Business District



The Comprehensive Plan’s stated vision is for the CBD to have the following attributes: “Walkable town center”; “Community Gathering Place”; and “Quality mixed use development.”²⁵ In this regard, the Comprehensive Plan instructs that “high quality mid-rise mixed use development with significant residential components,” such as RPPR’s mixed-use development, is desired in the CBD.²⁶

The City’s Livable Center Initiative Study (“LCIS”) also reiterates the need for RPPR’s mixed-use development within the CBD. The LCIS confirms that the lack of high-end rental housing within the City has created “gaps for two important groups in the housing market: young-professionals – e.g., those seeking a more upscale urban flat rental format – and empty nesters or retirees who are looking to downsize from a large-lot single family home to something that requires less maintenance and allows for a more walkable, connected lifestyle.”²⁷ The LCIS reports that businesses are focused on office space that has “easy access to quality rental housing, walkable access to hotels, retail and

²⁴ 2033 Comprehensive Plan, Community Goals, p. 43, attached as **Exhibit M** hereto.

²⁵ *Id.*

²⁶ *Id.* at p. 44.

²⁷ Peachtree Corners Livable Center Initiative Study, p. 16, attached as **Exhibit O** hereto.

entertainment.”²⁸ The LCIS therefore instructs that “the City should make it a major priority to facilitate the development of a wider range of housing types, including senior residences and, most importantly, younger workforce housing.”²⁹ For both millennials and empty-nesters, the LCIS identifies “rental units in mixed-use settings” as appropriate housing options within the CBD, where the Subject Property is located.³⁰ This is clear support for RPPR’s mixed-use development on the Subject Property.

In summary, the City’s Zoning Ordinance, Comprehensive Plan, and land use analyses all call for RPPR’s mixed-use development on the Subject Property. There are simply no grounds to deny the requested MUD zoning for this mixed-use apartment, hotel and retail development.

IV. RPPR’s Response to the Standards Governing the City’s Exercise of Zoning Power

In accordance with the Public Hearing Application for RPPR’s MUD zoning request and Section 1703 of the Zoning Ordinance, RPPR provides the following responses to the Standards Governing the City’s Exercise of Zoning Power, as set forth in Section 1702 of the Zoning Ordinance.

A. Will the proposed rezoning permit a use that is suitable in view of the use and development of adjacent and nearby property?

Yes. Please see Sections I through III above.

B. Will this proposed rezoning adversely affect the existing use or usability of adjacent or nearby property?

No. Rather, the proposed rezoning will provide substantial benefits to the adjacent and nearby properties. Please see Sections I through III above.

C. Does the property to be affected by the proposed rezoning have reasonable economic use as currently zoned?

No. Please see Section I above.

²⁸ *Id.* at p. 17.

²⁹ *Id.* at 32.

³⁰ *Id.* at 33.

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

No. According to a trip generation comparative analysis conducted by A&R Engineering,³¹ rezoning the Subject Property to MUD for RPPR's mixed-use development will result in a 40% decrease in daily traffic compared to the current Conditional C-2 zoning. Also, RPPR has installed handicap ramps, crosswalks, traffic signalization and other improvements to improve pedestrian connectivity at the intersection of Peachtree Parkway and Peachtree Circle, at no cost to the City. In addition, the apartment homes component of the development will include only one- and two-bedroom units, and MUD zoning of the property will not cause excessive or burdensome use of the City's schools. MUD zoning and the development also would not cause any excessive use of the City's utilities.

E. Is the proposed rezoning in conformity with the policy and intent of the land use plan?

Yes. Please see Sections I through III above.

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

Yes, numerous supporting grounds exists for approval of the rezoning. Please see Sections I through III above.

V. Concurrent Variances

RPPR requests the following concurrent variances as part of its request for MUD zoning of the Subject Property:

A. Allowance of an 1800 SF land disturbance encroachment into the 50-foot undisturbed natural vegetative buffer under Section 18-51(a)(1) at the two locations shown in the Variance Plan.

RPPR requests this concurrent variance in order to (a) grade within the 50-foot buffer area for the installation of a landscaped pervious walking trail and (b) provide temporary access for equipment and scaffolding during construction of the mixed-use

³¹ A&R Engineering Inc. Trip Generation Comparison for Peachtree Corners Mixed-Use Development, July 26, 2017, attached as **Exhibit P** hereto.

development, at the locations shown in the Variance Plan attached hereto as **Exhibit Q**. No structures or impervious surfaces are proposed within the limited areas of this encroachment. In addition, the final grade and re-plantings of vegetation will meet the screening requirements contained in Section 50-52(b) of the City's Ordinance.

The pervious walking trail for which the grading is required will provide the necessary pedestrian connectivity between RPPR's mixed-use development and the adjacent Town Center, the pedestrian bridge for access to The Forum, and the City's planned walking trails on adjacent Parcel 3. The existing topography in the areas of requested encroachment prevents the pervious walking trail from being developed in those areas without grading. Also, the location of the above-referenced areas to which the walking trail is to provide pedestrian connectivity do not allow for the walking trail to be placed in another location. In addition, the Subject Property's shape and size require temporary use of the identified limited encroachment areas for equipment and scaffolding access during construction of RPPR's mixed-use development.

Because the limited areas of buffer encroachment lack significant vegetation, and because the walking trails will be unpaved and pervious, the land disturbance activities described herein are authorized without a variance under Sections 18-50(b)(1)(d) and 50-52(e)(3) of the City's Ordinance. RPPR seeks this concurrent variance only as a precaution in order to facilitate RPPR's planned development amicably through the variance approval process, in case the City were to take a position in contradiction to those ordinance provisions and the nature of the described encroachments to require a variance. By requesting this variance, RPPR does not concede that a variance is required and does not waive any rights under the Ordinance or applicable law with respect to the requested rezoning and planned development.

RPPR notes that the City approved areas of encroachment into the 50-foot buffer for the Town Center development that are together approximately six times the size of the small encroachments RPPR requests, as shown in **Exhibits Q, R and S** hereto. The City should not treat RPPR disparately in connection with this concurrent variance request.

B. Allowance of a 900 SF land development encroachment into the 75-foot impervious surface setback under Section 18-51(a)(2) at the three locations shown in the Variance Plan.

This concurrent variance is required for small portions of RPPR's shared vertical hotel/apartment structure and underlying structured parking podium to exist within the 75-foot impervious surface setback. The size and shape of the Subject Property do not allow the parking necessary for the boutique hotel and apartment to be provided in a surface parking lot. The size and shape of the Subject Property therefore require the parking to be provided via a structured parking podium beneath the hotel and apartment

structures.³² However, the size and shape of the Subject Property do not allow the necessary structured parking podium to be constructed without the small encroachments into the impervious surface setback requested herein. Attempts have been made to design and engineer the structure without these small encroachments, but the size and shape of the Subject Property has made avoiding the encroachments unachievable. Thus, to not allow the limited 900 SF of impervious surface setback encroachments requested herein would prevent the planned development and create an extreme hardship for RPPR.

RPPR notes that it is presently allowed 2600 SF of encroachment into the impervious surface setback at the locations shown in **Exhibit T** hereto.³³ RPPR has used only 450 SF of that allowed encroachment for existing development, leaving RPPR 2150 SF of allowed impervious surface encroachment on the Subject Property under its current zoning. Under the requested MUD zoning and this concurrent variance request, RPPR would encroach into the setback by only 900 SF at the locations identified in **Exhibit Q**, rather than use the remaining 2150 SF of encroachment allowed under the Subject Property's current zoning. Thus, the rezoning and this requested concurrent variance will reduce RPPR's encroachment into the 75-foot impervious surface setback by 1250 SF.

RPPR notes that the City approved areas of encroachment into the 75-foot impervious surface setback for the Town Center development that are collectively almost four times the size of the small encroachments RPPR requests, as shown in **Exhibits Q, R** and **S** hereto. The City should not treat RPPR disparately in connection with this concurrent variance request.

For the forgoing reasons, RPPR submits that the Subject Property should be rezoned to MUD and asks that the City approve its enclosed rezoning application and concurrent variance requests.³⁴

Respectfully,

ALSTON & BIRD LLP



W. Clay Massey

³² In addition, among other visual and pedestrian benefits, structured parking is a more efficient use of land and requires less impervious surface area than surface parking to provide the necessary parking capacity.

³³ See **Exhibit H**, Condition 2W; **Exhibit T**.

³⁴ RPPR has attached its Constitutional Objections and Reservations of Rights hereto as **Exhibit U**, which RPPR incorporates by reference herein.

October 2, 2017

Page 17

Attachments

cc: Mayor Mike Mason (via hand delivery w/ attachments)
Councilmember Alex Wright (via hand delivery w/ attachments)
Councilmember Phil Sadd (via hand delivery w/ attachments)
Councilmember Eric Christ (via hand delivery w/ attachments)
Councilmember Jeanne Aulbach (via hand delivery w/ attachments)
Councilmember Lorri Christopher (via hand delivery w/ attachments)
Councilmember Weare Gratwick (via hand delivery w/ attachments)
Mr. Brian Johnson, City Manager (via hand delivery w/ attachments)
Mr. Charlie Roberts (via email w/ attachments)
Mr. David Phillips (via email w/ attachments)

PROJECT INFORMATION

TOTAL GROSS SITE ACREAGE: 5.309 ACRES (231,260 SF)
 TOTAL NET SITE ACREAGE: 5.309 ACRES (231,260 SF)
 PARCEL 1: 0.677 ACRES (29,490 SF)
 PARCEL 2: 3.732 ACRES (162,566 SF)
 PARCEL 3: 0.9 ACRES (39,204 SF)
 TOTAL: 5.309 ACRES (231,260 SF)

ALLOWED RESIDENTIAL DENSITY OF 32 UNITS/ ACRE
 5.309 ACRES x 32 = 169 UNITS ALLOWED
 SITE AREA AVAILABLE (DEDUCTING REQUIRED 20% COMMON AREA): 185,008 SF
 OF AVAILABLE SITE AREA, ALLOWABLE 70% MAXIMUM RESIDENTIAL COVERAGE AREA: 129,505 SF
 RESIDENTIAL BUILDING (APARTMENT) SITE AREA: 50,409 SF (27%)

COMMON AREA (SEE A-5 COMMON AREA AND CONNECTIVITY PLAN)

COMMON AREA REQUIRED: 46,252 SF (20%)
 COMMON AREA PROVIDED: 79,238 SF (34%)

OPEN SPACE

OPEN SPACE PROVIDED: 79,238 SF

BUILDING SQUARE FOOTAGE:

PARCEL 1: 9,000 SF (RETAIL)
 PARCEL 2: 342,105 SF (RESIDENTIAL AND HOTEL)
 PARCEL 3: 0 SF
 TOTAL SQUARE FOOTAGE: 351,105 SF
 PARKING AREAS ARE EXCLUDED

NOTES:

1. DENSITY CALCULATIONS BASED ON ACREAGES PRIOR TO THE DEDICATION OF THE SIDEWALK AREA AT PEACHTREE CORNERS CIRCLE

2. PER AN EXISTING AGREEMENT BETWEEN THE APPLICANT AND THE DOWNTOWN DEVELOPMENT AUTHORITY, THE APPLICANT MAY UTILIZE PARCEL 3 IN CONNECTION WITH ANY AND ALL DEVELOPMENT, DENSITY, AND/OR CONSTRUCTION-RELATED CALCULATIONS AND/OR CODE REQUIREMENTS

3. BUILDING SETBACKS SHOWN TO FACE OF BUILDING ABOVE GRADE - BELOW-GRADE IMPROVEMENTS, SUCH AS FOOTINGS AND RETAINING WALLS, CAN BE LOCATED INSIDE BUILDING SETBACK

BUILDING HEIGHTS AND LEVELS

RETAIL:
 1 LEVEL (MAX HEIGHT 29 FT ABOVE GRADE)

HOTEL:
 7 TOTAL LEVELS (MAX HEIGHT 88 FT ABOVE GRADE)
 5 LEVELS OF UNITS OVER LOBBY/PARKING LEVEL AND BASEMENT PARKING LEVEL
110 UNITS (TOTAL)

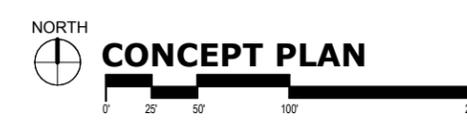
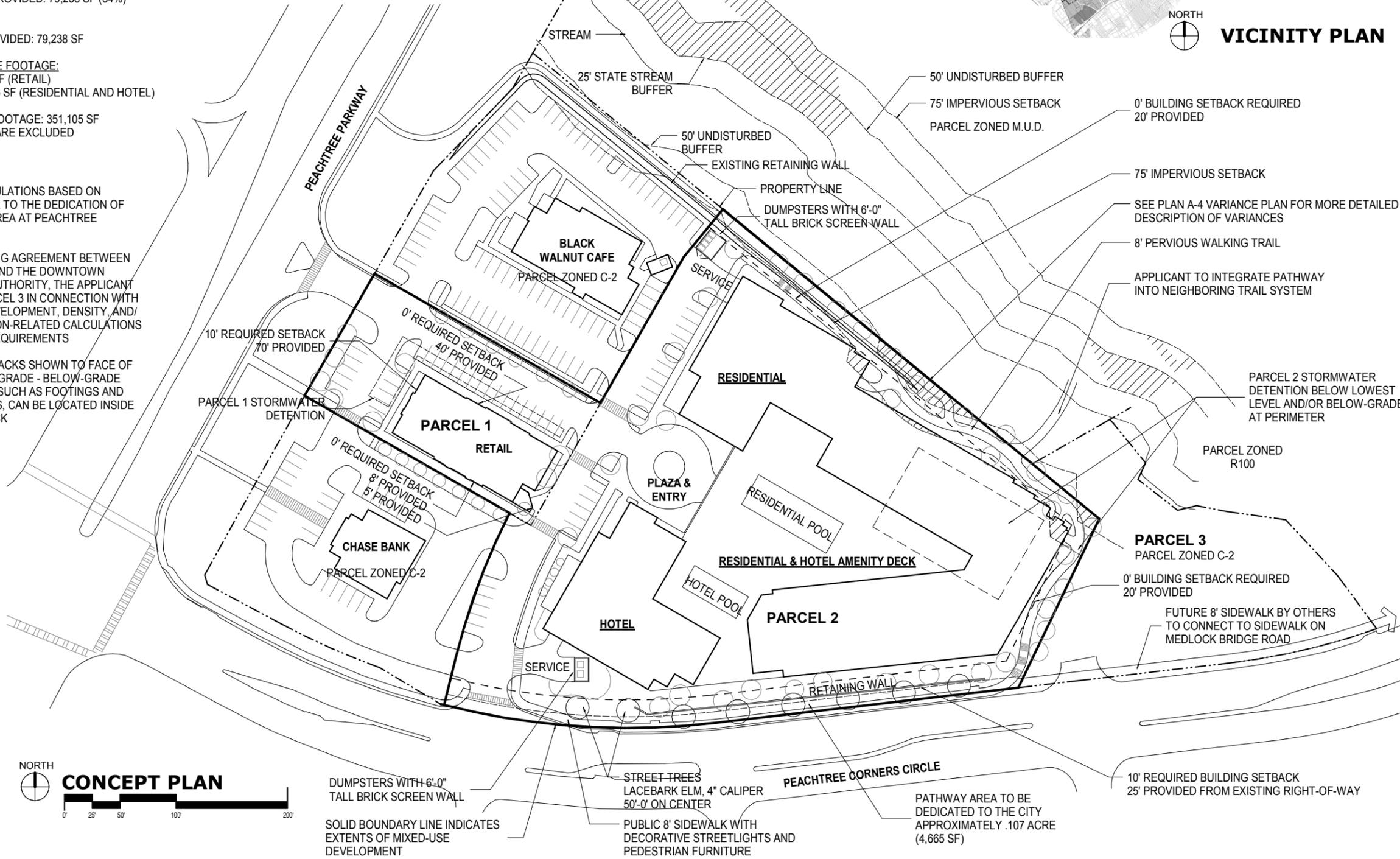
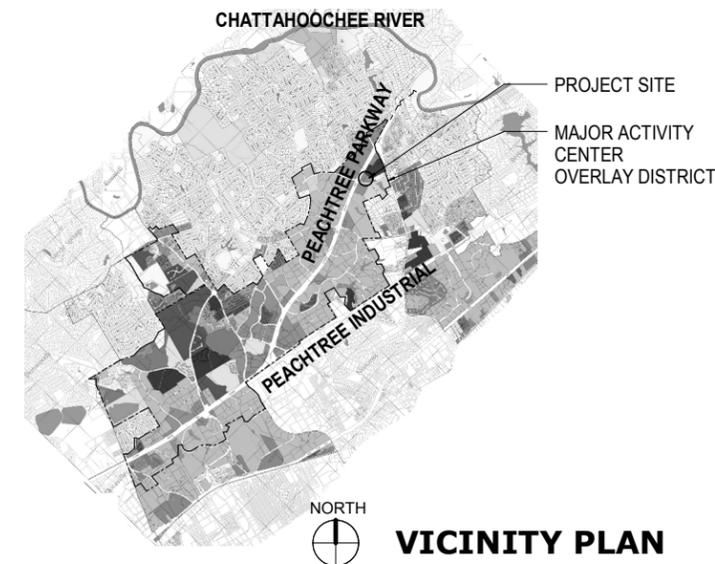
RESIDENTIAL:
 7 TOTAL LEVELS (MAX HEIGHT 88 FT ABOVE GRADE)
 5 LEVELS OF UNITS OVER ENTRY/PARKING LEVEL AND BASEMENT PARKING LEVEL
169 UNITS (TOTAL)
 1 BEDROOM UNITS = 67
 2 BEDROOM UNITS = 102

NOTE: M.U.D. ALLOWS UP TO 25 LEVELS IN HEIGHT

PARKING

| | PARKS REQUIRED | SURFACE PARKS PROVIDED | STRUCTURED PARKS PROVIDED | TOTAL PARKS PROVIDED |
|-----------------------|----------------|------------------------|---------------------------|----------------------|
| PARCEL 1: RETAIL | 18 | 29 | 0 | 29 |
| PARCEL 2: RESIDENTIAL | 254 | 11 | 363 | 374 |
| PARCEL 2: HOTEL | 110 | 6 | 120 | 126 |
| TOTAL: | 382 | 46 | 483 | 529 |

OFF STREET PARKING: STRUCTURED PARKING FOR THE HOTEL & RESIDENTIAL BUILDING WILL BE UNDER THE HOTEL, RESIDENTIAL BUILDING, AND AMENITY DECK



tvsvdesign

Innovation Lofts & Boutique Hotel

I hereby submit this concept plan as authorized agent/owner of all property shown thereon, and certify that all contiguous property under my ownership or control is included within the boundaries of this concept plan, as required by the Development Regulations.

Signature of Authorized Agent/Owner
 Charles S. Roberts

September 29, 2017
 Date



Roberts Properties, Inc.
 770-394-6000 www.robertsproperties.com
 375 Northridge Road Suite 330 Atlanta, Georgia 30350

Issue Date: September 29, 2017

MIXED USE DEVELOPMENT
 PEACHTREE CORNERS, GEORGIA

CONCEPT PLAN

A-1

Innovation Lofts & Boutique Hotel



WEST ELEVATION



NORTH ELEVATION



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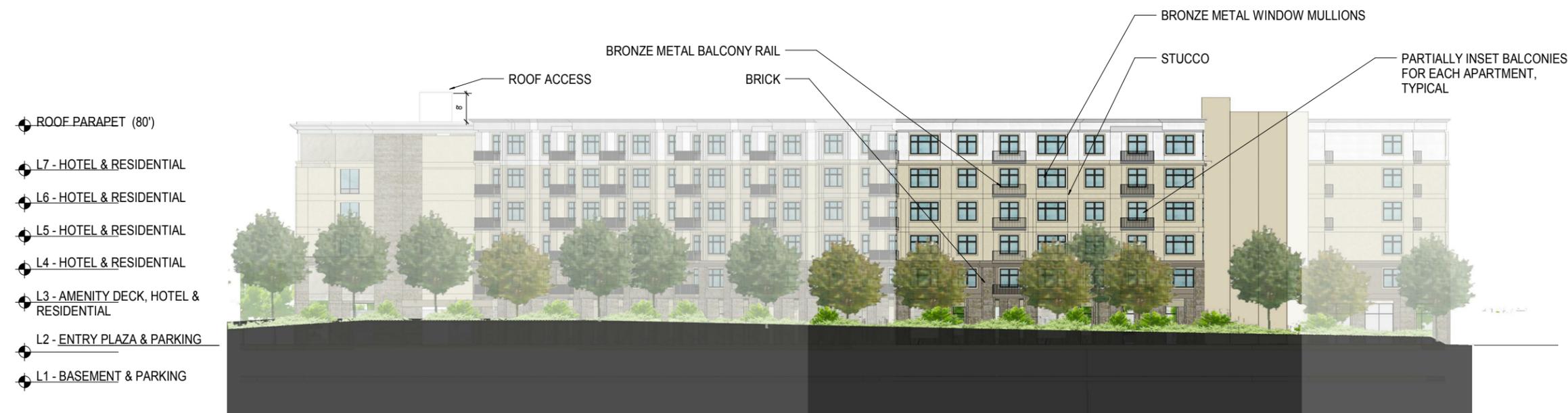
MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

CONCEPT ELEVATIONS & MATERIALS

Innovation Lofts & Boutique Hotel



SOUTH ELEVATION



EAST ELEVATION



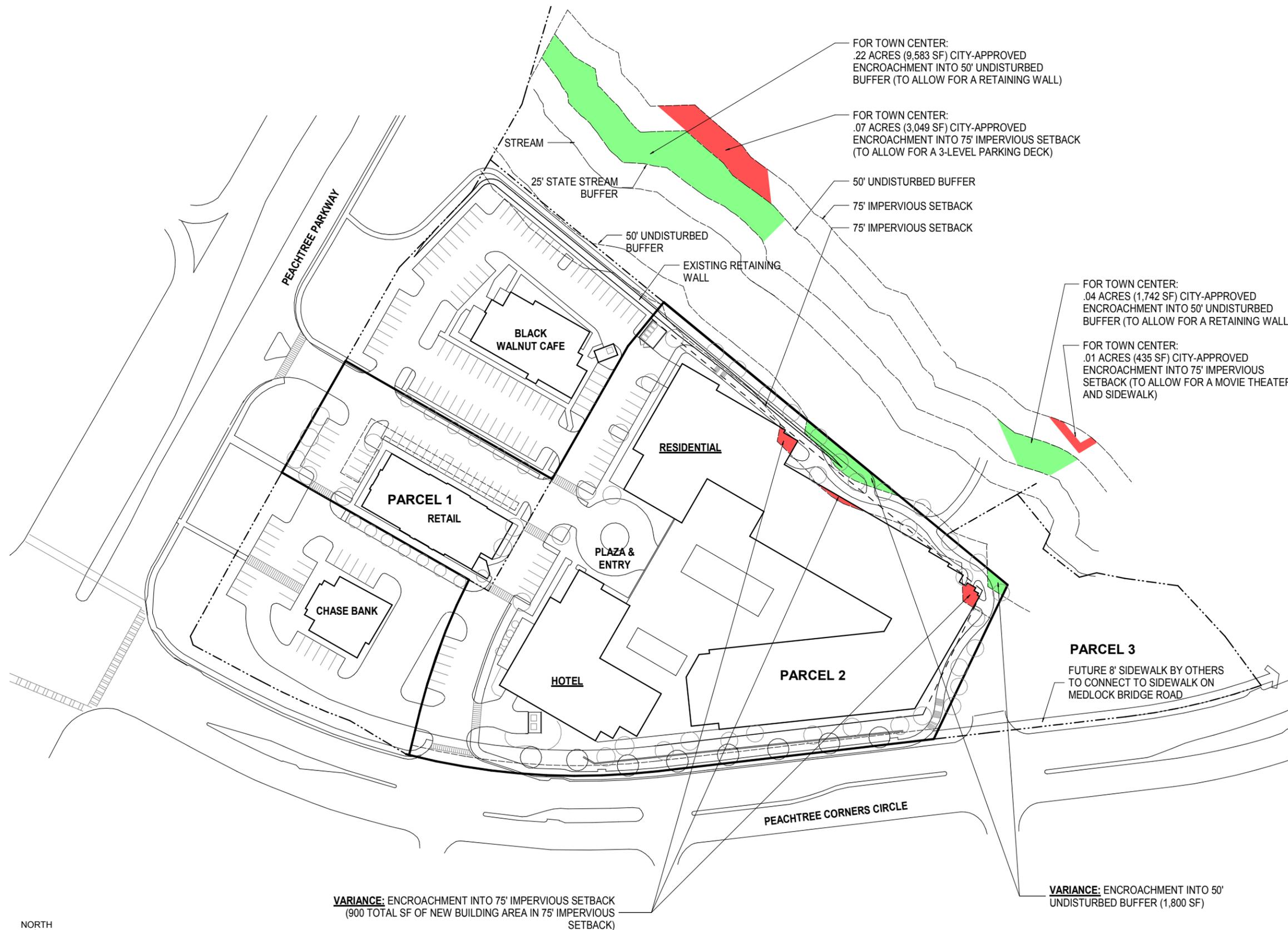
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PEACHTREE CORNERS, GEORGIA

CONCEPT ELEVATIONS & MATERIALS

Innovation Lofts & Boutique Hotel



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MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

VARIANCE PLAN



ONSITE COMMON AREA
79,238 SF

NOTE: PER AN EXISTING AGREEMENT BETWEEN THE APPLICANT AND THE CITY, THE APPLICANT MAY UTILIZE PARCEL 3 IN CONNECTION WITH ANY AND ALL DEVELOPMENT, DENSITY, AND/OR CONSTRUCTION-RELATED CALCULATIONS AND/OR CODE REQUIREMENTS

8' PERVIOUS WALKING TRAIL

APPLICANT TO INTEGRATE PATHWAY INTO NEIGHBORING TRAIL SYSTEM

PARCEL 3

FUTURE 8' SIDEWALK BY OTHERS TO CONNECT TO SIDEWALK ON MEDLOCK BRIDGE ROAD

RESIDENTIAL

PARCEL 1
RETAIL

CHASE BANK

HOTEL

PARCEL 2

PEACHTREE CORNERS CIRCLE

DASHED LINE INDICATES PATHWAY AREA TO BE DEDICATED TO THE CITY APPROXIMATELY .107 ACRE (4,665 SF)

PUBLIC 8' SIDEWALK WITH DECORATIVE STREETLIGHTS AND PEDESTRIAN FURNITURE

SEE PHOTO AT RIGHT FOR EXAMPLE



COMMON AREA AND PEDESTRIAN CONNECTIVITY PLAN



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MIXED USE DEVELOPMENT

PEACHTREE CORNERS, GEORGIA

COMMON AREA AND PEDESTRIAN CONNECTIVITY PLAN

Innovation Lofts
&
Boutique Hotel



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MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

LANDSCAPE CONCEPT PLAN

Innovation Lofts
&
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MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

CONCEPT PERSPECTIVE VIEW

Innovation Lofts
&
Boutique Hotel



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MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

CONCEPT PERSPECTIVE VIEW

Innovation Lofts
&
Boutique Hotel



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PEACHTREE CORNERS, GEORGIA

CONCEPT PERSPECTIVE VIEW

Innovation Lofts
&
Boutique Hotel



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MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

CONCEPT PERSPECTIVE VIEW



SHOPS AT
THE CORNERS



SHOPS AT
THE CORNERS



SHOPS AT
THE
CORNERS







A&R Engineering Inc.

2160 Kingston Court, Suite O
Marietta, GA 30067
Tel: (770) 690-9255 Fax: (770) 690-9210
www.areng.com



Memorandum

To: Roberts Properties, Inc.
From: Abdul K. Amer, PE, PTOE
Date: July 26, 2017
Subject: Trip Generation Comparison for Peachtree Corners Mixed-Use Development

The purpose of this memorandum is to determine the amount of traffic that will be generated from the proposed development relative to the allowed zoning for the site. The site is located in the northeast corner of the intersection of SR 141 (Peachtree Parkway) at Peachtree Corners Circle in Peachtree Corners, Georgia.



Figure 1: Site Location

SITE INFORMATION

The trip generation reference for this site is based on the existing remaining zoning as well as a separate potential development scenario:

- Existing (remaining) zoning: 56,900 square feet retail
10,400 square feet restaurant
- Proposed zoning: 169 apartments
110 hotel rooms
9,000 square feet retail

METHODOLOGY

Trip generation estimates for the project were based on the rates and equations published in the 9th edition of the Institute of Transportation Engineers (ITE) Trip Generation report. This reference contains traffic volume count data collected at similar facilities nationwide. The trip generation was based on the following ITE Land Uses: 220 – Apartment, 310 – Hotel, 820 – Shopping Center and 932 – High-Turnover (Sit-Down) Restaurant.

CALCULATIONS

The trip generation for existing zoning is shown below in Table 1 and the trip generation for the proposed zoning is shown in Table 2.

| TABLE 1 – TRIP GENERATION (EXISTING ZONING) | | | | | | | | |
|---|-----------|----------------|-----------|------------|---------------|------------|------------|------------------|
| Land Use | Size | A.M. Peak Hour | | | P.M Peak Hour | | | 24-Hour 2-way |
| | | Enter | Exit | Total | Enter | Exit | Total | |
| 820 – Shopping Center | 56,900 sf | 69 | 42 | 111 | 197 | 214 | 411 | 4,707 |
| <i>Pass-by Trips (0%) 34%</i> | | 0 | 0 | 0 | -67 | -73 | -140 | -1,400 |
| 932 – Restaurant | 10,400 sf | 62 | 50 | 112 | 61 | 41 | 102 | 1,322 |
| <i>Pass-by Trips (0%) 43%</i> | | 0 | 0 | 0 | -26 | -18 | -44 | -440 |
| Total Trips without Reductions | | 131 | 92 | 223 | 258 | 255 | 513 | 6,029 |
| Total Trips with Reductions | | 131 | 92 | 223 | 165 | 164 | 329 | 4,189 |

*pass-by trips (AM) PM; 24 Hour pass-by trips estimated by considering PM pass-by as 10% of daily volume

| TABLE 2 – TRIP GENERATION (PROPOSED ZONING) | | | | | | | | |
|---|-----------|----------------|------------|------------|---------------|------------|------------|------------------|
| Land Use | Size | A.M. Peak Hour | | | P.M Peak Hour | | | 24-Hour 2-way |
| | | Enter | Exit | Total | Enter | Exit | Total | |
| 220 – Apartment | 169 Units | 17 | 70 | 87 | 72 | 39 | 111 | 1,148 |
| <i>Mixed-Use Trips</i> | | -1 | -1 | -2 | -5 | -3 | -8 | -93 |
| 310 – Hotel | 110 rooms | 34 | 24 | 58 | 34 | 32 | 66 | 611 |
| <i>Mixed-Use Trips</i> | | -1 | -1 | -2 | -2 | -2 | -4 | -49 |
| 820 – Shopping Center | 9,000 sf | 22 | 14 | 36 | 57 | 62 | 119 | 1,420 |
| <i>Mixed-Use Trips</i> | | -2 | -2 | -4 | -5 | -7 | -12 | -142 |
| <i>Pass-by Trips (0%) 34%</i> | | 0 | 0 | 0 | -18 | -19 | -37 | -370 |
| Total Trips without Reductions | | 73 | 108 | 181 | 163 | 133 | 296 | 3,179 |
| Total Trips with Reductions | | 69 | 104 | 173 | 133 | 102 | 235 | 2,525 |

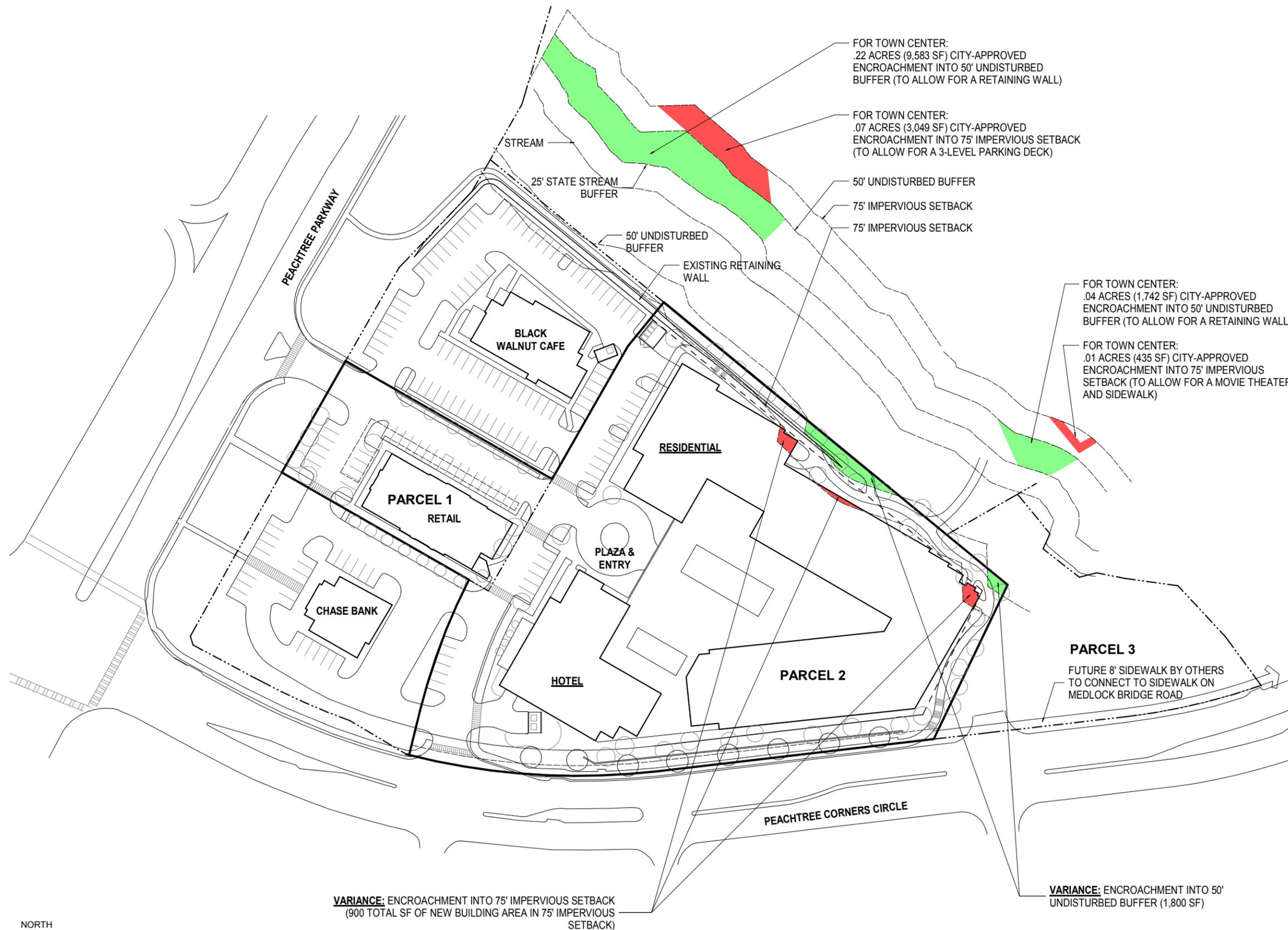
*pass-by trips (AM) PM; 24 Hour pass-by trips estimated by considering PM pass-by as 10% of daily volume

TRIP GENERATION COMPARISON

The results of the trip generation comparison (shown in Table 3) indicate that the proposed zoning will see a 40% decrease in daily traffic over the existing zoning.

| TABLE 3 – TRIP GENERATION COMPARISON | | | | | | | |
|--------------------------------------|----------------|-------------|-------------|---------------|-------------|-------------|------------------|
| Trip Generation | A.M. Peak Hour | | | P.M Peak Hour | | | 24-Hour 2-way |
| | Enter | Exit | Total | Enter | Exit | Total | |
| Existing Zoning | 131 | 92 | 223 | 165 | 164 | 329 | 4,189 |
| Proposed Zoning | 69 | 104 | 173 | 133 | 102 | 235 | 2,525 |
| Change in Trips | -62 | 12 | -50 | -32 | -62 | -94 | -1,664 |
| <i>Percentage Change</i> | <i>-47%</i> | <i>+13%</i> | <i>-22%</i> | <i>-19%</i> | <i>-38%</i> | <i>-29%</i> | <i>-40%</i> |

Innovation Lofts & Boutique Hotel



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770-394-6000 www.robertsproperties.com
375 Northridge Road Suite 330 Atlanta, Georgia 30350

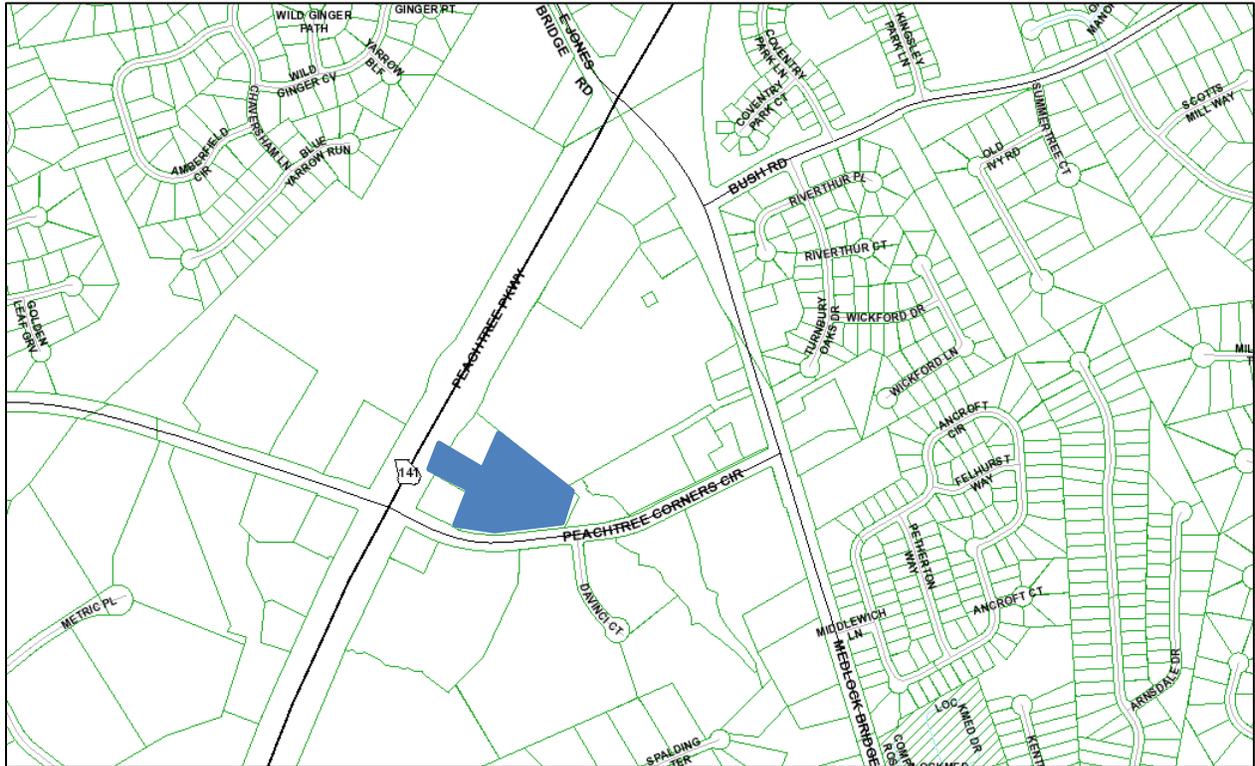
Issue Date: September 29, 2017

MIXED USE DEVELOPMENT
PEACHTREE CORNERS, GEORGIA

VARIANCE PLAN

PROPERTY LOCATION MAP

Roberts Properties Mixed Use Development



CASE NUMBER:

RZ2017-004 & CIC2017-004

HEARING DATES:

**PLANNING
COMMISSION**

NOV. 14, 2017

**CITY COUNCIL
1ST READING**

NOV. 21, 2017

**CITY COUNCIL
2ND READING**

DEC. 19, 2017

PROPERTY ADDRESS:

**5246 Peachtree Pkwy. & 4926 Peachtree
Corners Cir.**

02017-12-108

AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO AMEND ARTICLE VII OF THE CITY OF PEACHTREE CORNERS ZONING RESOLUTION BY AMENDING SECTION 701 RELATED TO STRUCTURES EXCLUDED FROM HEIGHT LIMITATIONS; REPEALING ALL CONFLICTING ORDINANCES; 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, Notice to the public regarding said public hearing has been duly published in The Gwinnett Daily Post, the Official News Organ of Peachtree Corners; and

WHEREAS, the Mayor and Council desire to amend the current zoning resolution;

NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia that the Zoning Resolution be amended as follows:

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

ARTICLE VII, EXCEPTIONS AND MODIFICATIONS

...

Section 701. Structures Excluded from Height Limitations.

The height limitations of this Resolution shall not apply to ~~church~~ spires on religious facilities, belfries, flag poles, monuments, cupolas, domes, ornamental towers, nor to observation towers not intended for human occupancy, sanctuaries of religious facilities (permitted up to 65 feet in height when located at least 100' from abutting residential property) water towers, transmission towers, radio or television towers or aerials, chimneys, smokestacks, conveyors, derricks, nor to necessary mechanical roof appurtenances nor to barns and silos when located on a farm.

The above exclusions from height limits shall not apply in the vicinity of airports.

Section 2.

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

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS

ORDINANCE 2017-12-108

SO ORDAINED AND EFFECTIVE, this ____ day of _____, 20__.

Approved:

Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

VOTE: YNA Sadd / YNA Christ / YNA Wright / YNA Mason / YNA Aulbach / YNA Christopher / YNA Gratwick

02018-01-111

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA, SETTING THE SALARY OF THE MAYOR AND COUNCIL MEMBERS.**

WHEREAS, the Georgia General Assembly established a Charter for the City of Peachtree Corners (the "Charter") in 2011; and

WHEREAS, the City of Peachtree Corners (the "City") was incorporated pursuant to the terms of that Charter on 1 July 2012; and

WHEREAS, it is appropriate from time to time to review a municipal charter; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners ("City Council") retained the Carl Vinson Institute of Government of the University of Georgia ("Vinson Institute") in 2017 to conduct a review of the City's Charter; and

WHEREAS, following its review, the Vinson Institute recommended that the salaries of the Mayor and Council Members be set by ordinance rather than specified in the charter; and

WHEREAS, the revised charter sent to the Georgia General Assembly in 2018 for its consideration adopts this recommendation and eliminates the reference to specific salary amounts for the Mayor and Council Members; and

WHEREAS, it is the intent of the City Council that the salaries of the Mayor and Council Members remain the same as specified in the original charter; therefore

BE IT RESOLVED by the Mayor and City Council of the City of Peachtree Corners, Georgia that the salary for Mayor shall be set in Ordinance 2018-01-01 at \$9,000 annually; and

FURTHER BE IT RESOLVED that the salary for Council Members shall be set in Ordinance 2018-01-01 at \$8,000 annually.

SO ORDAINED, this ____ day of _____, 2018.

Attest:

Approved:

Kymberly Chereck, City Clerk
(Seal)

Mike Mason, Mayor

02018-01-112

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA, ESTABLISHING A MILLAGE RATE CAP OF 1 MILL.**

WHEREAS, the Georgia General Assembly established a Charter for the City of Peachtree Corners (the "Charter") in 2011; and

WHEREAS, the City of Peachtree Corners (the "City") was incorporated pursuant to the terms of that Charter on 1 July 2012; and

WHEREAS, it is appropriate from time to time to review a municipal charter; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners ("City Council") retained the Carl Vinson Institute of Government of the University of Georgia ("Vinson Institute") in 2017 to conduct a review of the City's Charter; and

WHEREAS, in its review, the Vinson Institute, identified the charter language that purports to limit the maximum millage rate to 1 mill as unenforceable as any future council could simply amend the charter to remove the cap; and

WHEREAS, following its review, the Vinson Institute recommended that the millage rate cap, if any, be set by ordinance rather than specified in the charter; and

WHEREAS, the revised charter sent to the Georgia General Assembly in 2018 for its consideration adopts this recommendation and eliminates the reference to a millage rate cap; and

WHEREAS, it is the intent of the City Council that it remain faithful to the language of the original charter; therefore

BE IT RESOLVED by the Mayor and City Council of the City of Peachtree Corners, Georgia that the millage rate for Peachtree Corners shall not exceed 1 mill.

FURTHER BE IT RESOLVED that in the event the city desires to set a millage rate above 1 mill, the city council shall pass a resolution specifically stating the reason(s) for seeking a millage rate above 1 mill and shall submit the approval of such resolution for ratification by electors of the city in a referendum. If the electors of the city vote in favor of ratifying such resolutions, then the city shall be authorized to set a millage rate above 1 mill at the rate stated in such resolution. If the electors of the city disapprove such resolution, it shall immediately be null and void and of no force and effect.

SO ORDAINED, this ____ day of _____, 2018.

Attest:

Approved:

Kymberly Chereck, City Clerk
(Seal)

Mike Mason, Mayor

DRAFT

02018-01-113

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS,
GEORGIA, ESTABLISHING PUBLIC-PRIVATE AND PUBLIC-PUBLIC PARTNERSHIPS AS THE
PREFERRED SERVICE DELIVERY MODEL.**

WHEREAS, the Georgia General Assembly established a Charter for the City of Peachtree Corners (the "Charter") in 2011; and

WHEREAS, the City of Peachtree Corners (the "City") was incorporated pursuant to the terms of that Charter on 1 July 2012; and

WHEREAS, it is appropriate from time to time to review a municipal charter; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners ("City Council") retained the Carl Vinson Institute of Government of the University of Georgia ("Vinson Institute") in 2017 to conduct a review of the City's Charter; and

WHEREAS, in its review, the Vinson Institute, identified charter language that purports to limit the City of Peachtree Corners as to which services it can provide directly; and

WHEREAS, the Georgia General Assembly studied this issue of "limited service" municipalities in 2015; and

WHEREAS, the Office of Legislative Council for the Georgia General Assembly has stated that it is not possible to create a municipality in Georgia which has less than all the powers of a full-fledged municipality; and

WHEREAS, if a court of competent jurisdiction finds that such limitations are violative of Article IX, Section II, Paragraph III(a) of the State Constitution, the court would likely eliminate such provision from the charter and allow the charter to remain in existence without such limitation; and

WHEREAS, following its review, the Vinson Institute recommended that limitations on service delivery, if any, be set by ordinance rather than specified in the charter; and

WHEREAS, the revised charter sent to the Georgia General Assembly in 2018 for its consideration adopts this recommendation and eliminates the service delivery restrictions; and

WHEREAS, it is the intent of the City Council that it remain faithful to the language of the original charter; and

WHEREAS, all City-provided services since the incorporation of the City, except for Planning and Zoning, Code Enforcement, and Solid Waste Management, have been provided through inter-governmental agreements with other cities and counties; therefore

BE IT RESOLVED by the Mayor and City Council of the City of Peachtree Corners, Georgia that it shall be the policy and practice of the City that any services provided by the City, either directly or indirectly, shall be delivered in the most cost-effective manner;

FURTHER BE IT RESOLVED that a public-public or public-private partnership shall always be the preferred service delivery method; and

FURTHER BE IT RESOLVED that a change to the method of service delivery shall only be made after (1) the City Manager recommends a change, and (2) a detailed financial analysis is conducted, and (3) a public hearing is conducted, and (4) a vote of the City Council is taken.

SO ORDAINED, this ____ day of _____, 2018.

Attest:

Approved:

Kymberly Chereck, City Clerk
(Seal)

Mike Mason, Mayor

VOTE: YNA Sadd / YNA Christ/ YNA Wright / YNA Mason / YNA Aulbach / YNA Christopher / YNA Gratwick

02018-01-114

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2017-001, MONTESSORI DAY CARE, REQUEST TO APPROVE A SPECIAL USE PERMIT FOR A DAY CARE CENTER LOCATED AT 5688 PEACHTREE PKWY., DIST. 6, LAND LOT 285, PEACHTREE CORNERS, GA

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on January 16 and February 20, 2018;

NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia that Special Use Permit Case SUP2017-001, Montessori Day Care, for the above referenced property is hereby approved with the following enumerated conditions:

1. The day care center shall be limited to the subject property's existing building at 5688 Peachtree Parkway.
2. A traffic management plan, acceptable to the City's Public Works and Community Development departments shall be prepared and approved prior to commencement of the business.
3. The building entrance to the day care center shall be located as far east on the building as possible in order to ensure that vehicle stacking occurs on the private property, not within the public right of way.
4. The day care center shall be licensed by all appropriate agencies.
5. No overnight accommodations shall be provided on the subject property.

Effective this 20th day of February, 2018.

So Signed and Witnessed

Approved :

this _____ day of _____, 2018

Attest:

Kymerly Chereck, City Clerk

Mike Mason, Mayor

R2018-01-97

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS APPROVING AND AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF A CONTRACT WITH THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners (the “Authority”) is a public body corporate and politic created and existing under the Downtown Development Authorities Law (O.C.G.A. § 36-41-1 *et seq.*, as amended) (the “Act”) for the purpose of providing for the revitalization and redevelopment of the central business district of the City of Peachtree Corners, Georgia (the “City”) in order to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities; and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended) (the “Revenue Bond Law”), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any project (as authorized by the Act or the Revenue Bond Law), including projects that develop trade, commerce, industry and employment opportunities, and (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority; and

WHEREAS, under O.C.G.A. § 48-5-350, as amended, the City has, among others, the power to levy and collect an ad valorem property tax upon all taxable property within the limits of the City to provide financial assistance to the Authority, for the purpose of developing trade, commerce, industry, and employment opportunities, provided, however, that the tax levied for these purposes shall not exceed three mills per dollar upon the assessed value of such property; and

WHEREAS, pursuant to the charter of the City, the City has, among others, the power to levy and provide for the assessment, valuation, revaluation and collection of taxes on all property subject to taxation subject to a maximum of one mill; and

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

WHEREAS, the Authority proposes to issue its Taxable Revenue Bond (Economic Development Project), Series 2018, in principal amount of up to \$7,175,000 (the “Bond”) for the purposes of financing the costs of acquiring certain land to be used as an economic development project (the “Project”) and paying the costs incident thereto; and

WHEREAS, the Authority and the City have made a finding of fact that the Project is in the public interest and is a project in furtherance of the Authority’s purpose and mission under the Act; and

WHEREAS, the Bond will be issued pursuant to the Act, the Revenue Bond Law, and a resolution of the Authority adopted on January 16, 2018 (the “Bond Resolution”); and

WHEREAS, the Bond shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, at the request of the Authority and the City, Stephens, Inc. will solicit bids from financial institution’s to purchase the Bond; and

WHEREAS, it is proposed that the Authority and the City should authorize the execution and delivery of an Intergovernmental Contract, dated as of February 1, 2018 (the “Contract”), between the City and the Authority, pursuant to which the Authority will agree to issue the Bond to provide funds to finance the acquisition of the Project, and the City, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the City, at such rate or rates, not to exceed one mill per dollar (or such greater amount as may hereafter be recommend by the Mayor and Council of the City and approved by a majority of the eligible voters in the City by referendum), as may be necessary to make the payments to the Authority for its services as called for pursuant to the Contract in amounts sufficient to pay the principal of, redemption premium and interest on the Bond.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, as follows:

Section 1. Stephens, Inc. is requested to submit bids to financial institutions to purchase the Bond. The City Manager is hereby authorized to select the bidding financial institution (the “Purchaser”) that submits the best bid with the lowest true interest cost to the Authority and the City; provided, however, that the principal amount of the Bond shall not exceed \$7,175,000, the interest rate shall not exceed 5.50% and the the final maturity of the Bond shall end on or before December 31, 2033.

Section 2. The approval of the initial sale of the Bond to the Purchaser and the authorization of the execution, delivery and performance of the wining proposal of the Purchaser by the City Manager is hereby authorized and approved.

Section 3. The execution, delivery and performance of the Contract are hereby authorized. The City Manager is hereby authorized to execute and deliver the Contract on behalf of the City, which Contract shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor, and the execution of the Contract by the City Manager as hereby authorized shall be conclusive evidence of any such approval.

Section 4. The Mayor and Council of the City of Peachtree Corners, Georgia hereby acknowledge that they have received a copy of the Bond Resolution and hereby approve the terms and provisions thereof.

Section 5. The City is authorized and directed to cause to be prepared an answer to be filed in validation proceedings requesting that the Bond and the security therefor be declared valid in all respects.

Section 6. From and after the execution and delivery of the documents herein authorized, the proper officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the provisions of the documents herein authorized and are further authorized to take any and all further actions and to execute and deliver any and all further documents and certificates as may be necessary or desirable in connection with the issuance of the Bond, the acquisition of the Project and the execution, delivery and performance of the documents herein authorized. Without limiting the foregoing, if the City Manager is not available to execute the documents herein authorized, the Mayor shall execute such documents on the City Manager's behalf.

Section 7. The City hereby finds and determines as a matter of fact that the Project is in the public interest and is a project in furtherance of the Authority's purpose and mission under the Act.

Section 8. All acts and doings of the officers, agents and employees of the City which are in conformity with the purposes and intents of this resolution and in furtherance of the issuance of the Bond and the execution, delivery and performance of the Contract shall be, and the same hereby are, in all respects, approved and confirmed.

Section 9. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.

Adopted this 16th day of January, 2018.

CITY OF PEACHTREE CORNERS, GEORGIA

By:

Mike Mason, Mayor

(SEAL)

Attest:

Kym Chereck, Clerk

EXHIBIT A

Intergovernmental Contract

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Peachtree Corners, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the City, at a meeting open to the public which was duly called and assembled on the 16th day of January, 2018, at which meeting a quorum was present and acting throughout, and that the original of the resolution appears in the minute book of the City which is in my custody and control.

WITNESS my hand this 16th day of January, 2018.

Kym Chereck, Clerk

INTERGOVERNMENTAL CONTRACT

by and between

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF PEACHTREE CORNERS**

and

CITY OF PEACHTREE CORNERS, GEORGIA

Dated as of February 1, 2018

Relating to the \$_____ Downtown Development Authority of the City of Peachtree
Corners Taxable Revenue Refunding Bond (Economic Development Project),
Series 2018

The rights and interest of Downtown Development Authority of the City of Peachtree Corners (the “Authority”) in the revenues and receipts derived from this Intergovernmental Contract have been assigned and pledged under a Bond Resolution, adopted by the Authority on January ___, 2018.

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT (this “Contract”) is entered into as of February 1, 2018, by and between the **DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF PEACHTREE CORNERS** (the “Authority”), a public body corporate and politic, and the **CITY OF PEACHTREE CORNERS, GEORGIA** (the “City”), a municipal corporation.

WITNESSETH:

WHEREAS, the Downtown Development Authority of the City of Peachtree Corners (the “Authority”) is a public body corporate and politic created and existing under the Downtown Development Authorities Law (O.C.G.A. § 36-41-1 *et seq.*, as amended) (the “Act”) for the purpose of providing for the revitalization and redevelopment of the central business district of the City of Peachtree Corners, Georgia (the “City”) in order to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities; and

WHEREAS, under the Act and the Revenue Bond Law (O.C.G.A. § 36-82-60 *et seq.*, as amended) (the “Revenue Bond Law”), the Authority has, among others, the power (a) to issue revenue bonds and use the proceeds for the purpose of paying all or part of the cost of any project (as authorized by the Act or the Revenue Bond Law), including projects that develop trade, commerce, industry and employment opportunities, (b) to make and execute contracts and other instruments necessary to exercise the powers of the Authority, and (c) to issue revenue bonds for the purpose of refunding any previously issued revenue bonds issued for the purpose of paying, in whole or in part, the cost of any undertaking; and

WHEREAS, under O.C.G.A. § 48-5-350, as amended, the City has, among others, the power to levy and collect an ad valorem property tax upon all taxable property within the limits of the City to provide financial assistance to the Authority, for the purpose of developing trade, commerce, industry, and employment opportunities, provided, however, that the tax levied for these such purposes shall not exceed three mills per dollar upon the assessed value of such property; and

WHEREAS, pursuant to the charter of the City (the “Charter”), the City has, among others, the power to levy and provide for the assessment, valuation, revaluation and collection of taxes on all property subject to taxation subject to a maximum of one mill (or such greater amount as may hereafter be recommend by the Mayor and Council of the City and approved pursuant to the Charter); and

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

WHEREAS, the Authority proposes to issue its Taxable Revenue Refunding Bond (Economic Development Project), Series 2018, in principal amount of \$_____ (the “Bond”) for the purposes of providing funds to finance the acquisition of certain real property for an economic development project and pay the costs incident thereto; and

WHEREAS, the Bond will be issued pursuant to the Act, the Revenue Bond Law, and a resolution of the Authority adopted on January ____, 2018 (the “Bond Resolution”); and

WHEREAS, the Bond shall contain such terms and provisions as provided in the Bond Resolution; and

WHEREAS, the Authority and the City propose to enter into this Contract, pursuant to which the Authority will agree to issue the Bond to provide funds to acquire the Project, and the City, in consideration of the Authority’s doing so, will agree to pay to the Authority from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the City, at such rate or rates, limited to one mill (or such greater amount as may hereafter be recommend by the Mayor and Council of the City and approved pursuant to the Charter; provided, however, such amount shall not exceed three mills per dollar in compliance with O.C.G.A. §48-5-350, as amended), as may be necessary to make the payments to the Authority for its services as called for pursuant to this Contract in amounts sufficient to pay the principal of, redemption premium and interest on the Bond.

NOW, THEREFORE, in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1.

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions

In addition to the words and terms elsewhere defined in this Contract and the Bond Resolution, the following words and terms as used in this Contract shall have the following meanings unless the context or use indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

“Additional Contracts” means contracts or supplemental agreements entered into after the date hereof binding the City pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983, pursuant to the terms of which a payment obligation is created or expanded for the City to the other party to such contract.

“State” shall mean the State of Georgia.

“Term” shall have the meaning specified in Section 4.1 hereof.

Section 1.2. Rules of Construction.

The definitions referred to in Section 1.1 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used. All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

ARTICLE 2.

REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.1. Representations, Warranties and Agreements of the Authority.

The Authority makes the following representations, warranties and agreements as the basis for the undertakings on its part herein contained:

(a) The Authority is a public body corporate and politic duly created, organized and existing under the Constitution and laws of the State, including the Act, and, unless otherwise required by law, shall maintain its corporate existence so long as the Bond is outstanding. Under the provisions of the Act, the Authority is authorized to (i) adopt the Bond Resolution, (ii) issue, execute, deliver and perform its obligations under the Bond, and (iii) execute, deliver and perform its obligations under this Contract. The Bond Resolution has been duly adopted and has not been modified or repealed. The Authority has duly authorized (i) the issuance, execution, delivery and performance of the Bond and (ii) the execution, delivery and performance of this Contract. The Bond Resolution, the Bond and this Contract are valid, binding and enforceable obligations of the Authority.

(b) Prior to the execution and delivery of the Original Contract, the Authority determined that the acquisition of the Property is a project in furtherance of the Authority's purpose and mission under the Act.

(c) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) refunding and prepayment the Real Estate Loan, (ii) issuance of the Bond, or (iii) execution, delivery and performance of this Contract by the Authority, except as shall have been obtained as of the date hereof; provided, however, no representation is given with respect to any "blue sky" laws.

(d) The adoption of the Bond Resolution, the issuance of the Bond and the authorization, execution, delivery and performance by the Authority of this Contract do not violate the Act, the Authority's bylaws, any resolutions or ordinances of the City of Peachtree Corners, Georgia, Gwinnett County, Georgia, or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from issuing the Bond, pledging the Contract Payments and this Contract to the payment of the Bond or acquisition of the Property, (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of the Bond, the Bond Resolution or this Contract or (B) materially adversely affect the transactions contemplated by this Contract.

(f) The Authority is not in violation of the Act, its bylaws, any resolutions or ordinances of the City, Gwinnett County, Georgia or the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(g) The Authority has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer any act or thing whereby the City's interest in the Property will or may be, impaired or encumbered in any manner except as permitted herein and the Bond Resolution and except for acts or things done or permitted by the City.

(h) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Contract Payments or its rights under this Contract. The pledge made of the Contract Payments constitutes a first and prior pledge of and lien on said Contract Payments and said pledge shall at no time be impaired by the Authority and the Contract Payments shall not otherwise be pledged.

Section 2.2. Representations, Warranties and Agreements of the City.

The City makes the following representations, warranties and agreements as the basis for the undertaking on its part herein contained:

(a) The City is a municipal corporation and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Contract. The City has duly authorized the execution, delivery and performance of this Contract. This Contract is a valid, binding and enforceable obligation of the City.

(b) There exists a need in the City to promote and expand for the public good and general welfare certain facilities for the downtown area, so to promote its continued vitality.

(c) Prior to the execution and delivery of the Original Contract, the City determined that the acquisition of the Property is in the public interest.

(d) No approval or other action by any governmental authority or agency or other person is required in connection with the (i) refunding and prepayment of the Real Estate Loan or (ii) execution, delivery and performance of this Contract by the City, except as shall have been obtained as of the date hereof.

(e) The authorization, execution, delivery and performance by the City of this Contract do not violate the laws or Constitution of the State and do not constitute a breach of or a default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) collecting ad valorem taxes and using it to make the Contract Payments or (B) refunding and prepaying the Real Estate Loan, (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Contract or (B) materially adversely affect (1) the financial condition or results of operations of the City or (2) the transactions contemplated by this Contract.

(g) The City is not in violation of the laws or the Constitution of the State and is not in default under any existing resolution or ordinance, court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

[END OF ARTICLE II]

ARTICLE 3.

ISSUANCE OF BOND; APPLICATION OF BOND PROCEEDS

Section 3.1. Agreement to Issue the Bond.

In order to provide funds, as provided in the Bond Resolution, to refund and prepay the Real Estate Loan and pay the costs incident thereto, the Authority, in accordance with the Act, will issue the Bond, and all of the covenants, agreements and provisions hereof shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Bondholder. The Authority has delivered a certified copy of the Bond Resolution to the City.

Section 3.2. Date, Denomination, and Maturities.

The Bond will be issued in fully registered form and will mature and be paid pursuant to the provisions of Article II of the Bond Resolution. Interest on the Bond will be paid to the person or persons and in the manner stated in the Bond and in the Bond Resolution, until the obligation of the Authority with respect to the payment of the principal of the Bond shall be discharged in accordance therewith.

Section 3.3. Obligations Relating to the Bond.

The City agrees to perform all such obligations as are contemplated by the Bond Resolution to be performed by the City.

Section 3.4. Application of Bond Proceeds.

At and upon the delivery of and payment for the Bond, the proceeds received therefrom shall be applied in the manner set forth in Section 3.2 of the Bond Resolution.

Section 3.5. Investment of Moneys.

Any moneys held as a part of the Sinking Fund shall be invested or reinvested as directed by the City in accordance with Article V of the Bond Resolution.

[END OF ARTICLE III]

ARTICLE 4.

EFFECTIVE DATE OF THIS CONTRACT; DURATION OF TERM; CONTRACT PAYMENT PROVISIONS

Section 4.1. Effective Date of this Contract; Duration of Term.

This Contract shall become effective as of February 1, 2018 and the interests created by this Contract shall then begin, and, subject to the other provisions of this Contract, shall expire on the later of (a) _____, 20____, or if at said time and on said date the Bond has not been paid in full as to principal, interest and premium, if any, then on such date as such payment shall have been made or (b) the date the Bond has been paid in full, but in no event in excess of fifty (50) years from the date hereof. Notwithstanding the foregoing, the provisions of Sections 8.1 and 8.2 hereof shall expire fifty (50) years from the date hereof.

Section 4.2. Contract Payments.

On or prior to each _____ of each year (each a "Contract Payment Date"), commencing _____, 2018, the City shall make the Contract Payments with respect to the Bond to the Authority as set forth on Schedule 1 attached hereto. Notwithstanding anything in the Bond Resolution or herein to the contrary, if such date is on or prior to _____, the City shall pay an amount sufficient to enable the Authority to pay in full the principal and interest on the Bond coming due on _____, and if such date is on or prior to _____, the City shall pay an amount sufficient to enable the Authority to pay in full the interest on the Bond coming due on _____, and such Contract Payments shall continue and recontinue until provision has been made for the payment in full of the Bond as to principal, interest and premium, if any. In addition to the foregoing. The Contract Payments provided for herein shall be made by payment directly to the Sinking Fund Custodian for deposit into the Sinking Fund.

Section 4.3. Optional Redemption and Optional Prepayment of Contract Payments.

(a) Principal on the Bond may be prepaid as provided in the Bond Resolution, and the Contract Payments due under Section 4.2 shall be subject to prepayment, both at the option of the City.

(b) No prepayment of any Contract Payment in accordance with the provisions of the preceding sentence shall relieve the City to any extent from its obligations thereafter to make Contract Payments required by the provisions hereof until the Bond and interest thereon has been paid in full. Upon the prepayment of the Contract Payments in whole, the amount of such prepayment shall be used to retire the Bond, in the manner provided in, and subject to, the Bond Resolution.

Section 4.4. Budget and Tax Levy to Pay Contract Payments.

(a) The obligations of the City to make the Contract Payments when due under Section 4.2 hereof, and to perform its other obligations hereunder, are absolute and unconditional

general obligations of the City as herein provided, and the City hereby pledges its full faith and credit and taxing power to such payment and performance. In the event the amount of funds lawfully available to the City is not sufficient to pay the Contract Payments when due in any year, the City shall levy an ad valorem tax on all taxable property located within the limits of the City subject to taxation for such purposes, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed one mill per dollar (or such greater amount as may hereafter be recommend by the Mayor and Council of the City and approved pursuant to the Charter; provided, however, such amount shall not exceed three mills per dollar in compliance with O.C.G.A. §48-5-350, as amended), as may be necessary to produce in each calendar year revenues which shall be sufficient to fulfill the City's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due the obligations herein contracted to be paid by the City including specifically the obligation to make the Contract Payments as provided herein. The City hereby creates a lien on any and all revenues realized by it pursuant to the provisions of this subparagraph to enable it to make the Contract Payments required pursuant to Section 4.2 hereof and such lien is superior to any that can hereafter be made.

(b) The City further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such Contract Payments that may be required to be made, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the City to make the Contract Payments shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation; provided, however, nothing herein contained shall be construed as limiting the right of the City to pay the obligations hereunder assumed out of its general funds or from other sources lawfully available to it for such purpose.

(c) In the event for any reason any such provision or appropriation is not made as provided in the preceding subsection (b), then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations which may be due from the general funds of the City. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation and budgetary measures, and the fiscal officers of the City shall make such Contract Payments to the Sinking Fund Custodian for deposit to the Sinking Fund if for any reason the payment of such obligations shall not otherwise have been made.

Section 4.5. Obligations of City Hereunder Absolute and Unconditional.

The obligations of the City to make the payments required in Section 4.2 hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be absolute and unconditional irrespective of any defense or any rights of set off, recoupment, or counterclaim it may otherwise have against the Authority. Until such time as all amounts owing hereunder have been paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution and hereof, the City (a) will not suspend, abate, reduce, abrogate, diminish, postpone, modify or discontinue the Contract Payments provided for herein, (b) will perform and observe all of its other agreements contained in this Contract, and

(c) will not terminate the term of this Contract or its obligations hereunder for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of title in and to the Property or any part thereof, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Property, the taking by eminent domain of title to or the use of all or any part of the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Contract, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract, or the Bond Resolution. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part contained herein or in the Bond Resolution; and if the Authority should fail to perform any such agreement, the City may institute such action against the Authority as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not do violence to or adversely affect the agreements on the part of the City contained in this Contract and to make the Contract Payments specified herein. The City may, however, at its own cost and expense and in its own name, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Authority hereby agrees to cooperate to the extent required.

Section 4.6. Enforcement of Obligations.

The obligation of the City to make Contract Payments under this Article may be enforced by (a) the Authority, (b) the owner of the Bond, in accordance with the applicable provisions of the Bond Resolution and independently of the Authority or (c) such receiver or receivers as may be appointed pursuant to the Bond Resolution or applicable law. The covenants and agreements hereunder, including specifically the obligation to make the Contract Payments, shall be enforceable by specific performance; it being acknowledged and agreed by the Authority and the City that no other remedy at law is adequate to protect the interests of the parties hereto.

[END OF ARTICLE IV]

ARTICLE 5.

OWNERSHIP; AND COVENANTS OF THE CITY AND AUTHORITY

Section 5.1. Title to the Property

Title to the Property shall be held in the name of the Authority.

Section 5.2. Operation of the Property.

The Authority hereby appoints the City as its sole and exclusive agent to operate and maintain the Property. The City shall operate and maintain the Property or cause the Property to be operated and maintained economically, efficiently and in accordance with good business practices and in compliance with the terms of the laws, regulations and ordinances of any federal, state or county government having jurisdiction over the operation of such facilities. All compensation, salaries, fees and wages paid or caused to be paid by the City shall be reasonable, and no more persons will be employed to operate the Property than are necessary. The City shall at all times maintain the Property or cause the Property to be maintained in good condition and repair and shall promptly repair, replace or restore any damage to the Property or cause the proceeds from insurance from such damage or destruction to be applied in accordance with the terms hereof.

The revenues derived from the operation of the Property after the payment of all operating expenses shall be used by the City for any lawful purpose.

Section 5.3. Operating Expenses.

The City shall pay or cause to be paid the reasonable and necessary costs of operating, maintaining and repairing the Property, including salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Property, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating, maintaining and repairing the Property in accordance with sound business practice.

Section 5.4. Sale of Assets.

The Authority, at the direction of the City, may sell, lease or give away all or a portion of the Property. The proceeds from the sale of the Property or the revenues from the lease of the Property shall be deposited into the Sinking Fund and used to prepay the Bond in accordance with Section 3.1 of the Bond Resolution.

[END OF ARTICLE V]

ARTICLE 6.

SPECIAL COVENANTS AND AGREEMENTS

Section 6.1. Inspection of the Property.

The City agrees that the Authority, the Bondholder and their duly authorized agents who are acceptable to the City shall have the right at reasonable times during business hours, subject to the City's usual safety and security requirements to examine and inspect the Property without interference or prejudice to the City's operations.

Section 6.2. Further Assurances and Corrective Instruments, Recordings and Filings.

The Authority and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to facilitate the performance of this Contract.

Section 6.3. Limitations on Future Debt.

(a) The Authority and the City covenant and agree that no other bonds or obligations of any kind or nature will be issued which are payable or enjoy a lien on the payments received under the Contract prior to the lien created for the payment of the Bond.

(b) So long as the Bond is unpaid, the City shall not:

(1) enter into any Additional Contract that creates a lien on the revenues to be derived from the tax to be levied hereunder by the City to fulfill its obligations hereunder, which is superior to the lien created hereunder,

(2) enter into any other contract or agreement creating a lien on such tax revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to or on a parity with the lien created thereon to fulfill the obligations of the City hereunder, and

(3) enter into any Additional Contract that provides for payment to be made by the City from monies derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under this Contract and all Additional Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future Fiscal Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the territorial limits of the City subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(c) It is further expressly provided that so long as the Bond is unpaid, the City shall not hereafter enter into any Additional Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage the prescribed by the City's charter or any successor provision on all taxable property within the territorial limits of the City, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to the maximum combined amount payable in any future Fiscal Year with respect to debt service under all existing City Contracts and any such Additional Contract. Debt service for purposes of this paragraph (c) shall mean required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain investment programs, less principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each Fiscal Year. So long as the Bond is outstanding, the City shall furnish, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a certificate of the City to the effect that, based upon the taxable value of property located within the territorial limits of the City, the requirements of this paragraph (c) have been met.

[END OF ARTICLE VI]

ARTICLE 7.

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined.

The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 4.2 hereof;

(b) The City shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the City and such default shall continue for a period of 30 days after written notice has been given to the City by the Authority, the Paying Agent or the Bondholder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of force majeure, the City are unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 4.2 hereof), the City shall not be deemed in default during the continuance of such inability to perform. The term force majeure shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; and

(c) An Event of Default shall have occurred under the Bond Resolution.

Section 7.2. Remedies on Default.

If an event of default referred to in Section 7.1(a) hereof occurs and is continuing, then the Bondholder (i) by written notice to the City, may declare the payments to be made under Section 4.2 hereof to be immediately due and payable, and (ii) may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the City under Section 4.2 hereof. No remedy conferred upon or reserved to the Bondholder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute, subject to the provisions of

the Bond Resolution.

If an event of default referred to in Section 7.1(b) hereof occurs and is continuing, then the Paying Agent or the Bondholder, by written notice to the City, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholder in this subsection (b) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder to exercise any respective remedy reserved to them in this Article VII, it shall not be necessary to give any notice, other than any notice required herein.

Any amounts collected pursuant to action taken under subsection (a) of this Section 7.2 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

Section 7.3. No Waiver of Breach.

In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.4. City Authorized to Cure Default of Authority.

With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City, with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 7.5. Failure to Enforce Agreement Not a Waiver.

The failure of the Authority or the Bondholder to enforce any agreement, condition, covenant or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VII]

ARTICLE 8.

MISCELLANEOUS

Section 8.1. Agreement to Pay Attorneys' Fees and Expenses.

If a party should default under any of the provisions of this Contract and either or both the nondefaulting party or the Bondholder should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the City or the Authority herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party and the Bondholder the reasonable fee of such attorneys and such other reasonable expenses so incurred by the nondefaulting party and the Bondholder.

Section 8.2. Indemnification.

(a) The City agrees that the Authority (including any person at any time serving as a director, an officer, an agent or an employee of the Authority) shall not be liable for, and agrees to indemnify and hold the Authority (including any person at any time serving as an officer or member of the Authority) harmless (including attorneys' fees), to the fullest extent authorized by law, from: (i) any liability for any loss or damage to property or any injury to, or death of, any person that may be occasioned by any cause whatsoever pertaining to the Property, (ii) any liabilities, losses or damages, or claims therefor, arising out of the failure, or claimed failure, of the City to comply with its covenants contained in this Contract, (iii) the work done on the Property or the operation of the Property during the term of this Contract or at any other time, (iv) any willful act or act of negligence of the City or any of its agents, contractors, servants or employees in connection with the use, operation or occupancy of the Property, (v) any violation of law, ordinance or regulation affecting the Property or any part thereof or the ownership, occupancy or use thereof (including, without limitation, CERCLA, the Hazardous Materials Transportation Amendment, The Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act or any so-called "Super Fund" or "Super Lien" legislation), (vi) any condition of the Property, or (vii) any accident, injury or damage whatsoever caused to any person, firm or corporation, in, on or about the Property. In addition, the City agrees to indemnify and hold the Authority (including any person at any time serving as a member, an agent or an employee of the Authority) harmless to the fullest extent permitted by law from any losses, costs, charges, expenses, judgments and liabilities incurred by it in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Contract or the Bond. If any such claim is asserted, the Authority or any individual indemnified herein, as the case may be, will give prompt written notice to the City, and the City will promptly assume the defense thereof, including the employment of counsel and payment of all expenses of such defense, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority shall have the right to approve in writing all counsel engaged by the City to conduct such defense, which approval shall not be unreasonably withheld.

The Authority shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the City shall not be required to pay the fees and expenses of such separate counsel unless the separate counsel is employed with the approval of the City. The City shall not unreasonably withhold its approval of such separate counsel.

Section 8.3. Reporting Requirements.

Section 8.5. Binding Effect; Third-Party Beneficiaries.

This Contract shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns, subject, however, to the limitations contained in this Contract. The Bondholder is a third-party beneficiary of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 8.6. Severability

If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.7. Amounts Remaining in Sinking Fund.

It is agreed by the parties hereto that, subject to and in accordance with the terms and conditions of the Bond Resolution certain surplus moneys remaining in the Sinking Fund after payment of the Bond shall belong to and be paid to the City.

Section 8.8. Amendments, Changes and Modifications.

This Contract may be amended without the consent of the Bondholder in order to grant any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Bondholder or to make any other change that does not materially adversely affect the Bondholder. All other amendments shall require the consent of the Bondholder in accordance with Section 8.4 of the Bond Resolution. Notwithstanding the foregoing, this Contract shall not be amended if such amendment reduces the Contract Payments. The Authority shall cause a notice of the execution and delivery of any amendment to this Contract to be mailed, postage prepaid, to any rating agency then rating the Bond at least fifteen (15) days prior to the effective date thereof.

Section 8.9. Execution Counterparts.

This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.10. Captions.

The captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 8.11. Law Governing Contract.

This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

Section 8.12. City a Party to Validation.

The City hereby agrees to be a party defendant in the validation proceedings related to the Bond and covenants and agrees that it shall cooperate with the Authority in validating the Bond and in connection therewith, shall execute such certificates, consent to service of process and make sworn answers as may be necessary for the validation proceedings.

[END OF ARTICLE VIII]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

(SEAL)

**DOWNTOWN DEVELOPMENT
AUTHORITY OF THE CITY OF
PEACHTREE CORNERS**

By: _____
Dan Graveline, Chairman

Attest:

Diana Wheeler, Secretary

**CITY OF PEACHTREE CORNERS,
GEORGIA**

(SEAL)

By: _____
Mike Mason, Mayor

Attest:

Kym Chereck, Clerk

SCHEDULE 1

CONTRACT PAYMENTS