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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

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

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

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February 20, 2018

### COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL – Council Chambers  
310 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES** – January 2, 2018 Work Session; January 16, 2018 Council Meeting;  
February 5, 2018 Work Session

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) PRESENTATIONS AND REPORTS**

**1. Proclamation**                      Black History Month

**I) CONSENT AGENDA**

**1. Action Item**                      Consideration of a contract for survey, engineering and construction administration for a 2017 SPLOST intersection improvement project.

**2. APH 2018-02-062**                      Consideration of Approval of Alcoholic Beverage License Application for Rysya Medlock, Inc. dba Texaco Food Mart, 3425 Medlock Bridge Rd, Ste 400-A.

**3. APH 2018-02-063**                      Approval of Alcoholic Beverage License Application for Eat Here Now, LLC dba BurgerFI, 6141 Peachtree Pkwy, Ste 200.

## **J) PUBLIC HEARING**

- 1. PH2017-015** Consideration of a request by Firebirds at Town Center to approve building elevations for an expansion of a proposed restaurant located at 5215 Town Center Boulevard, Suite 650, Dist. 6, Land Lot 301, Peachtree Corners, GA.

## **K) ITEMS FOR CONSIDERATION**

- 1. O2018-02-115** First Read and Consideration of RZ2018-001 & V2018-001, North Atlanta Volleyball Club, request to rezone a 7.3-acre parcel from C-2 to C-3 along with associated variance to accommodate a new recreational facility at the southwest corner of Peachtree Industrial Boulevard and Governors Lake Drive, Dist. 6, Land Lot 276, Peachtree Corners, GA. (Second Read and Public Hearing March 27, 2018)
- 2. O2018-02-116** First Read and Consideration of SUP2018-001, Tattoo Parlor, request to approve a special use permit to accommodate a tattoo parlor at 3380 Holcomb Bridge Road, Suite 7, Dist. 6, Land Lot 283, Peachtree Corners, GA. (Second Read and Public Hearing March 27, 2018)
- 3. O2018-02-117** First Read and Consideration of amending the Code of the City of Peachtree Corners Chapter 42, Nuisances, in order to add Art. V, Sec. 42-91, Pet Solid Waste Regulations. (Second Read and Public Hearing March 27, 2018)

## **L) CITY MANAGER UPDATES**

## **M) EXECUTIVE SESSION**

## **N) ADJOURNMENT**

# **Meeting Minutes**



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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

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**January 2, 2018**

**WORK SESSION MINUTES**

**7:05 PM**

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

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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:

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Mike Mason, Mayor

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Kym Chereck, City Clerk  
(Seal)



**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING MINUTES**  
**JANUARY 16, 2018 @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 310 Technology Parkway, Peachtree Corners, GA, 30092. 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
Community Dev. Dir.	Diana Wheeler
Finance Director	Brandon Branham
Public Works Director	Greg Ramsey
Plan. & Zoning Admin.	Jeff Conkle

**PLEDGE OF ALLEGIANCE:** Girl Scout Troup 2676 led the Pledge of Allegiance.

**CONSIDERATION OF MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE DECEMBER 19, 2017 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

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

**MOTION TO APPROVE THE MINUTES FROM THE JANUARY 2, 2017 COUNCIL MEETING.**

**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:** There were no changes to the agenda.

**PUBLIC COMMENT:** There were two public comments; one in favor of O2017-11-106 and one in opposition of O2017-11-106.

**PRESENTATIONS AND REPORTS:**

**Swearing in of Council Member Christ**

Council Member Eric Christ was sworn in for a four-year term.

**Presentation on Highway 141 Grade Separated Crossing**

Brian Johnson and Diana Wheeler presented a depiction of a grade separated crossing (bridge) to possibly be located between the Town Center and the Forum on Highway 141. Various surveys and studies were performed which resulted in the need for a safe crossing on 141 at that location. It was estimated that the proposed bridge would cost just under \$4 million. The Council informed Brian Johnson to do a further study of the bridge, including designs and cost.

**CONSENT AGENDA:**

**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 of Premise Beer, Wine, Distilled Spirits, and Sunday Sales License.

**MOTION TO APPROVE APH 2018-01-061.**

**By: Council Member Gratwick**

**Seconded by: Council Member Christopher**

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

**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. **(Tabled from 12-19-17)**

**MOTION TO REMOVE O2017-11-106 FROM THE TABLE.**

**By: Council Member Sadd**

**Seconded by: Council Member Gratwick**

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

**MOTION TO APPROVE O2017-11-106 WITH STAFF'S 96 CONDITIONS.**

**By: Council Member Gratwick**

**Seconded by: Council Member Christ**

**FRIENDLY AMENDMENT TO CHANGE CONDITION NUMBER 94 FROM 60 MONTHS TO 48 MONTHS.**

**By: Council Member Sadd**

**Accepted by: Council Member Gratwick**

**Vote on Motion with Friendly Amendment: (4-3)**

**(Approved by: Gratwick, Christ, Mason, Christopher)**

**(Opposed by: Sadd, Wright, Aulbach)**

**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.

Mayor Mason opened the floor for public comment. There was no public comment.

**MOTION TO APPROVE O2017-12-108.**

**By: Council Member Christopher**

**Seconded by: Council Member Aulbach**

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

**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.

Mayor Mason opened the floor for public comment. There was one public comment in opposition.

**MOTION TO APPROVE O2018-01-111.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

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

**O2018-01-112**

Second Read and Consideration of an Ordinance of the City of Peachtree Corners, Georgia, establishing a millage rate cap of 1 mil.

Mayor Mason opened the floor for public comment. There were two public comments in opposition, and one public comment in favor.

**MOTION TO APPROVE O2018-01-112.**

**By: Council Member Wright**

**Seconded by: Council Member Aulbach**

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

**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.

Mayor Mason opened the floor for public comment. There was no public comment.

**MOTION TO APPROVE O2018-01-113.**

**By: Council Member Christopher**

**Seconded by: Council Member Christ**

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

**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)

**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.

**MOTION TO APPROVE R2018-01-97.**

**By: Council Member Christopher**

**Seconded by: Council Member Christ**

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

**CITY MANAGER UPDATES:** There were no City Manager updates.

**EXECUTIVE SESSION:** There was no Executive Session.

**ADJOURNMENT:** 8:18 PM

**MOTION TO ADJOURN.**

**By: Council Member Sadd**

**Seconded by: Council Member Christ**

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

Approved,

Attest:

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Mike Mason, Mayor

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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

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February 5, 2018

**WORK SESSION MINUTES**

7:05 PM

PEACHTREE CORNERS CITY HALL – Boardwalk  
310 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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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 - Absent  
Eric Christ – Post 2  
Alex Wright – Post 3 - Absent  
Jeanne Aulbach – Post 4  
Lorri Christopher – Post 5  
Weare Gratwick – Post 6

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

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

- 1. Consideration of a consultant contract for 2017 SPLOST intersection improvements** – *Greg Ramsey, Public Works Director, presented a proposal for a contract for survey, engineering and construction administration for a 2017 SPLOST project for intersection improvement located Medlock Bridge Road and Bush Road.*
- 2. Presentation on City Smart Phone App** – *Brandon Branham, Administrative Services Director, gave a brief presentation on the soon to be released City App named Corners Connect. After discussion it was determined that the app would be released toward the end of February.*
- 3. City Manager Updates** – *Brian Johnson, City Manager, discussed warning sirens to possibly be located within the city limits; and, a proposed pet waste Ordinance.*

4. **Executive Session** - *There was no Executive Session.*

5. **Adjournment** – 9:05 PM

Approved,

Attest:

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Mike Mason, Mayor

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Kym Chereck, City Clerk  
(Seal)

**Consent Agenda  
Action Item  
(2017 SPLOST  
Project)**

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY  
AND THE CITY OF PEACHTREE CORNERS REGARDING  
JOINTLY FUNDED 2017 SPLOST PROJECT(S)  
(CITY-MANAGED PROJECT: PROJECT # F-1235)

This agreement made by and between the City of Peachtree Corners, a municipal corporation chartered by the State of Georgia and headquartered at 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia 30092 (hereinafter referred to as "City") and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "County") each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing safe and efficient roadway improvements within Gwinnett County; and

WHEREAS, on July 19, 2016, the parties entered into an Intergovernmental Agreement for the use and distribution of proceeds generated by the 2017 Special Purpose Local Option Sales Tax (SPLOST) Program which was approved in a referendum by the voters of Gwinnett County on November 8, 2016 (hereinafter referred to as "SPLOST Intergovernmental Agreement"); and

WHEREAS, in recognition of the need for transportation improvements across the County and its Cities, the County and Cities agreed pursuant to the SPLOST Intergovernmental Agreement to utilize a minimum of sixty-five percent of their respective shares of total net proceeds of the 2017 SPLOST Program for transportation projects; and

WHEREAS, to further provide for transportation improvements and encourage partnership projects between the County and the Cities, the County agreed to set aside the sum of Thirty Million Eight Hundred Forty Five Thousand Seven Hundred Seventy Dollars (\$30,845,770.00 and hereinafter referred to as "Total City/County Sum") from its allocated share of the net proceeds of the 2017 SPLOST Program for the purpose of funding transportation projects jointly with the Cities; and

WHEREAS, the Parties agreed that each sponsoring City shall provide at least nineteen percent (19%) matching funds from its own sources for any joint project proposed and approved in accordance with the SPLOST Intergovernmental Agreement; and

WHEREAS, the SPLOST Intergovernmental Agreement requires that separate Intergovernmental Agreements containing specific provisions and funding arrangements be executed for each joint project between the County and a City where a portion of the Total City/County Sum set aside by the County is sought to be used; and

WHEREAS, pursuant to the SPLOST Intergovernmental Agreement, the City of Peachtree Corners has proposed a transportation project located within or adjacent to the corporate limits of the City of Peachtree Corners, as further specified and defined on Exhibit A attached hereto, for the purposes of making transportation improvements that will jointly benefit residents of unincorporated and incorporated Gwinnett County; and

WHEREAS, both parties to this Agreement have certain funds allocated for use in connection with the project described in the paragraph above, further identified as Jointly Funded 2017 SPLOST Project (hereinafter referred to as the "Peachtree Corners Project"); and

WHEREAS, both parties believe that the Peachtree Corners Project proposed will further the purposes of meeting the transportation improvement needs of the County and the City in accordance with the SPLOST Intergovernmental Agreement; and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the efficient design and construction of the Peachtree Corners Project;

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

1. The Peachtree Corners Project consists of an intersection improvement project at Medlock Bridge Road and Bush Road which is more particularly described in Exhibit A attached hereto.
2. Project Costs:
  - a. The total Peachtree Corners Project cost is estimated to be \$2,500,000.
  - b. The County will contribute a maximum of \$2,025,000 toward the total Peachtree Corners Project costs. In no event shall the County's contribution exceed eighty one percent (81%) of the total Peachtree Corners Project costs. For transportation projects, as referenced above, the County's financial contribution will be limited to pay items necessary to construct a public transportation improvement, including concrete, curb and gutter, grading, drainage, intersection and traffic signal upgrades (crosswalks, pedestrian actuated countdown timers, and handicap ramps). The County will not reimburse for pay items considered by the County to be enhancements such as landscaping, decorative lighting, way finding signage and benches.
  - c. The City agrees that it will be responsible for the remaining amount of the estimated and final Project costs, which shall constitute at least nineteen percent (19%) of the total Peachtree Corners Project costs.
  - d. The parties further agree that should the final cost of the Peachtree Corners Project be less than the estimated cost, that the City's portion of the final cost shall in no event be less than nineteen percent (19%) of the final costs of the Peachtree Corners Project.
  - e. Both parties agree that the estimated cost shown (under 2.a) is a reasonable, good faith estimate based on the total scope of the Peachtree Corners Project. The estimated cost shown also includes all costs necessary to complete all phases of a typical, complex transportation project, including design, right-of-way acquisition and related professional

services, and construction. The Peachtree Corners Project shall be considered complete when it is open to traffic, operational, or otherwise useable to the public. The City agrees that the County's contribution is to be used only for Projects where the City has a reasonable expectation that funding is available to complete the Project. To the extent that the County's contribution combined with the City's minimum contribution is not sufficient to complete the Peachtree Corners Project, the County and the City agree that the City will provide additional funding to complete the Peachtree Corners Project or the City and County may by subsequent mutual agreement revise the scope of the Peachtree Corners Project to fall within the available funding.

3. City Responsibilities:

- a. The City shall be responsible for all project management to include all applicable design, ROW acquisition, and construction of the Peachtree Corners Project.
- b. The City shall submit invoices from vendors/contractors to the Director of the Gwinnett County Department of Transportation or his designee to be processed for reimbursement.
- c. To the extent any ROW acquisition or easements on state roads is necessary, the City agrees to coordinate with the Georgia Department of Transportation regarding any necessary transfer of property from the City to the state.
- d. If the Project is located on City-maintained roads, the City accepts responsibility for review and final inspection of the Project. Gwinnett County reserves the right to request copies of inspection reports, test results and field notes.
- e. If the Project is on, along or crosses a County-maintained roadway, then the City shall submit plans to the County for review. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
- f. To the extent any ROW acquisition or easements on County roads is necessary, the City agrees to file a quit claim deed and transfer any right and claim to the property to the County.
- g. If the Project is on, along or crosses a state route, then the City shall submit plans to the County for review and to the Georgia Department of Transportation for review and encroachment permit. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
- h. The City agrees that construction of the Project shall be completed no later than December 31, 2022 unless otherwise agreed by the parties.

4. County Responsibilities:

- a. The County's payment to the City shall be in the form of a reimbursement.
- b. Upon receipt of an invoice from the City for qualified Peachtree Corners Project expenses, the County shall pay 81% of the approved qualified expenses within thirty (30) days.

5. The parties further agree that the City will maintain a record of the Project showing the original estimated cost, the current estimated cost if different, amounts expended in prior years, amounts expended in the current years, and any excess proceeds which have not been expended on the Project.

6. The City hereby assumes the responsibility and liability for design, construction, installation or performance of the Project. Both the City and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.
7. During the design and construction or performance of the Project, the City agrees that it will add the County as an additional insured to any and all liability policies that it has or obtains related to the Project.
8. As to the Peachtree Corners Project and to the extent permitted by law, the City hereby assumes the responsibility and liability for damages, injury, death or destruction of any person or property resulting from or arising out of any act or omission in connection with this Agreement or the prosecution of the work caused by the Peachtree Corners Project, if caused by the City or its agents, servants, or employees. Neither the County nor the City shall indemnify or hold harmless the other party's agents, inspectors, servants and employees, past and present. Both the City and the County shall assume and defend itself individually at their own cost, any suit, action or other legal proceeding brought against them arising therefrom.
9. The parties hereby agree and confirm that the amount of County funds set aside for joint transportation projects set forth in Section 4(B) of the parties' SPLOST Intergovernmental Agreement dated July 19, 2016 is \$30,845,770.00 and the amount of County funds set aside for joint parks and recreation projects set forth in Section 4(C) of such Intergovernmental Agreement is \$3,154,230.00.
10. All notices pursuant to this agreement shall be served as follows: As to the County, Chairman, Gwinnett County Board of Commissioners, 75 Langley Drive, Peachtree Corners, Georgia 30046. As to the City, Mayor, City of Peachtree Corners, 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia 30092.
11. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This 19th day of December, 2017.

GWINNETT COUNTY, GEORGIA

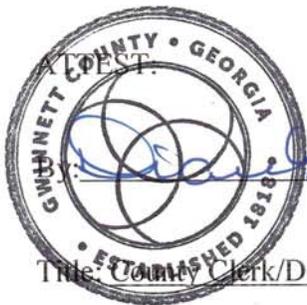
CITY OF PEACHTREE CORNERS, GEORGIA

By: Charlotte J. Nash  
CHARLOTTE J. NASH

By: Nike Mason

Title: CHAIRMAN

Title: MAYOR



ATTEST:

By: Kymberly

Title: County Clerk/Deputy County Clerk (SEAL) Title: City Clerk (SEAL)

APPROVED AS TO FORM:

D. Staff  
Gwinnett County Staff Attorney



**EXHIBIT A – CITY OF PEACHTREE CORNERS /GWINNETT COUNTY IGA CITY-  
MANAGED PROJECT**

Project # F-1235

PROJECT NAME	IMPROVEMENT TYPE	LOCATION	DESCRIPTION	MAXIMUM COUNTY CONTRIBUTION
<b>Medlock Bridge Road</b>	Intersection	@ Bush Road	City shall perform all phases necessary to complete intersection improvement project.	\$2,025,000



**Keck & Wood, Inc.**

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

November 21, 2017

Gregory Ramsey, P.E.  
Director of Public Works  
City of Peachtree Corners  
147 Technology Pkwy, Suite 200  
Peachtree Corners, GA 30092  
*Sent via email:* [gramsey@peachtreecornersga.gov](mailto:gramsey@peachtreecornersga.gov)

Re: Scope Description and Fee Proposal –  
Medlock Bridge Road at Bush Road Intersection  
Improvements Project  
Keck & Wood, Inc. Task # TBD

Dear Mr. Ramsey:

The City of Peachtree Corners intends to improve the intersection of Medlock Bridge Road and Bush Road in the City of Peachtree Corners (The "City"), Georgia. The project will be funded thru the Gwinnett County SPLOST program. The project consists of traffic signal upgrades and operational improvements (adding a NB left turn lane on Medlock Bridge Road into the Town Center development, adding a NB thru lane on Medlock Bridge Road which becomes a drop left turn lane onto SB SR 141, adding a NB thru/right turn lane on Medlock Bridge Road for NB traffic to turn onto Bush Road and NB SR 141, adding a WB right turn lane/slip yield lane on Bush Road for NB SR 141 traffic), concrete sidewalk connections, traffic striping, crosswalks, retaining wall, drainage improvements and other various improvements. Keck & Wood, Inc. (The "Engineer") intends to assist the City by providing surveying, preliminary engineering, right of way acquisition services, final design and permitting, bidding and construction administration services for the implementation of this project. It is assumed there will be no coordination required with the Georgia Department of Transportation.

The following scope of work will be provided by Keck & Wood, Inc. (The "Engineer"):

#### **Surveying Phase**

The Engineer will consult with Rochester & Associates to perform the surveying scope of services.

The Engineer will provide a field survey database containing the following:

1. State Plane, Mean Sea Level coordinate system.
2. Spot elevations at centerline of road, edge of pavement, top and bottom of curb, face of building (where applicable) every 50 feet along the length of each street.
3. Extend 50' outside of ROW, 70' outside of the ROW at driveways, 100' down each side street.
4. Property lines, utility easements and rights of way (including roadways and swales within r.o.w.).
5. Boundary lines between adjoining properties and identification of owners.
6. Spot elevations at corner face of building and parking lot at each cross street and at each curb cut (handicap ramps, driveways, etc.). Provide exact location of existing striped centerline of street,

- location and width of each travel lane every 100' along the length of street or change in direction, curve.
7. All above ground built elements including but not limited to: guard rails, headwall, light standard, fencing, location of existing overhead and freestanding signage structures, other signage, fire hydrants, utility boxes, vault covers, manhole covers, etc.
  8. As-built underground utility information / location of all utilities including but not limited to drainage structures, storm and sanitary sewer, power and communication poles/lines, gas lines, water lines, fire hydrants, etc.
  9. Utility information on all private utility providers for gas, water, telephone, cable, etc.
  10. Existing rim and invert elevations of storm drainage system and catch basins; including type of material in all storm drain lines, and direction flow direction.
  11. Within the right of way, provide location for all existing horizontal or vertical elements located in existing sidewalk areas including but not limited to water meters, valves, subterranean vaults, surface grates, light poles, telephone poles, disused sign, pole or other exposed footings and anchors, historic features, or any other existing elements.
  12. Line of existing building, edge, alignment of building face along main and side streets. Include delineation of doorways, awnings, setbacks, or any other variation from building face along ROW. In addition, provide threshold spot elevation at all entrances to each building.
  13. Existing parking striping in all locations parking is present, whether on public or private property.
  14. Location of tree canopy limits only will be located.
  15. Sanitary Sewer features including manholes, inverts, pipe direction, pipe diameter, pipe material, etc.

The Engineer expects eight (8) boundaries will be performed on properties where property easements are expected. Front property pins will be located on all other parcels and adjoining property lines will be acquired from existing property plats.

The Engineer anticipates that the survey will be completed within 30 days of receipt of Notice to Proceed from the City of Peachtree Corners.

### **Preliminary Engineering**

The Engineer will coordinate with utility providers to verify location of underground utilities.

The Engineer will meet with the City, Gwinnett County Department of Transportation (GCDOT), other utility providers, and other parties to review concerns and to develop consensus on the final concept.

The Engineer or his surveyor will coordinate with the City and GCDOT regarding availability of rights-of-way. The Engineer will evaluate the need for additional right of way or easement and assist the City in deciding on how to proceed.

The Engineer will prepare Preliminary Plans including the following: Cover Sheet, Index, General Notes, Typical Sections, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans, Signal Plans, ATMS/ITS Plans.

**The Engineer assumes a Stormwater Management / MS4 Report will not be required for this project. Should a Stormwater Management / MS4 Report be necessary, the Engineer will provide a separate fee for this item.**

The Engineer will prepare a preliminary construction cost estimate.

The Engineer will provide with the City and GCDOT with the Preliminary Plans for review and comment.

### **Right of Way Acquisition Phase**

The Engineer will consult with a GDOT certified right of way consultant (Primacq Group) to provide Right of Way Acquisition Services for the project. A total of eight (8) parcels are estimated to require acquisition services.

The Engineer assumes the following for determining the Right of Way Acquisition Phase scope of services (Should additional right of way acquisition services be necessary, the Engineer will provide a separate fee for these items):

1. All utility site acquisition or relocations are outside the scope of this proposal.
2. Actual costs to purchase ROW and easements are not included.
3. Appraisers will be selected from the qualified list by PRIMACQ GROUP with the advice and consent of the Review Appraiser.
4. Parcel Counts are estimates until ROW plans and Title verification is complete and properties have been inspected and inventoried.
5. The ROW acquisition fee will be adjusted as appropriate to the number of parcels depicted in the final Right of Way Plans.
6. Due to the interactive nature of negotiations, it is possible that parcel counts, number & type of appraisals, and specialty reports (signs, cost to cures, etc.) may change.
7. Appraisals and updates for plan changes or condemnations are not included.
8. Negotiation values are to be determined by Cost Estimate; no appraisals are included.
9. No specialty valuation reports are required.
10. "Other than owner" interests (sign owners, leasehold interest holders, etc.) may have an interest that must be acquired or quit-claimed during negotiations.
11. The City has no special valuation or acquisition regulations that are different than OCGA Title 22.
12. No State or Federal Funds are allocated to the project.
13. No legal activities or title updates are included in Condemnation Prep.

The Engineer will provide preliminary title certificates for eight (8) parcels.

The Engineer will provide a detailed ROW cost estimate for use in negotiation values (in lieu of individual appraisals).

The Engineer will provide owner interest acquisitions for eight (8) parcels.

The Engineer will provide closings/final titles for eight (8) parcels.

The Engineer will provide recordings for eight (8) parcels.

### **Final Design and Permitting**

The Engineer will make corrections to the Preliminary Plans per City and GCDOT review comments.

Should right of way or easement acquisition ultimately be necessary, the Engineer will prepare right-of-way drawings describing the areas of permanent or temporary easements and the installations therein, including legal descriptions for permanent right-of-way or permanent easements, suitable for recording, for each property fronting the project area for which an easement is necessary.

The Engineer will prepare 90% Plans including the following: Cover Sheet, Index, General Notes, Typical Sections, Summary of Quantities, Traffic Diagrams (if required), Construction Layout Sheet/Staking Sheet, Mainline Roadway Plan, Mainline Roadway Profile, Side Road Profiles, Driveway Profiles, Special Grading Sheets (if required), Drainage Plan & Profiles, Cross Sections, Existing Utility Plans, Signing & Marking Plans, Signal Plans, ATMS/ITS Plans, Retaining Wall Plans, Special Construction Details, GDOT Construction Details, GDOT Georgia Standards and Erosion Control Plans.

**The Engineer assumes a GDOT Standard Parapet Wall will be utilized for this project. Should a special design retaining wall and geotechnical evaluation be necessary, the Engineer will provide a separate fee for these items.**

The Engineer will complete a traffic signal modification for this intersection. The Engineer will take into account the design completed by Foresite for the town center development as the starting point. The Engineer will utilize any infrastructure that can remain in the new configuration and ensure that the design meets Gwinnett County standards. Communications, if needed, will be taken into account.

The Engineer will provide the City and GCDOT with the 90% Plans for review and comment.

The Engineer will make revisions to the 90% Plans per City and GCDOT review comments.

The Engineer will provide Final plans to utility providers to resolve or confirm there are not utility conflicts.

The Engineer will provide GCDOT with the Final Plans for approval.

The Engineer will provide the City with construction documents consisting of the Final Plans and a Bid Manual containing contract documents and detailed specifications suitable for bidding.

The Engineer will prepare an updated construction cost estimate for the City.

### **Bidding Phase**

The Engineer will provide the City with a bid advertisement for advertising the construction of this Project in the City's legal organ.

The Engineer will post the advertisement and plan holders to the Engineer's website.

The Engineer will provide prospective bidders with purchased bid documents.

The Engineer will respond to questions from bidders.

The Engineer will prepare addenda.

The Engineer will attend the bid opening and review bids for award.

The Engineer will review the qualifications of the low bidder(s).

The Engineer will provide the City with a bid recommendation letter for the lowest qualified bidder.

The Engineer will provide the City with a Notice of Award to be issued to the selected bidder.

**Construction Administration Phase (to be billed hourly)**

The Engineer will schedule and conduct a pre-construction conference with the Contractor, City, GCDOT, and concerned parties.

The Engineer will provide the City with a Notice to Proceed to be issued to the Contractor.

The Engineer will perform periodic construction review at least twice per month and at other appropriate times to determine, in general, if the Contractor is conducting his work as described in the Contract Documents.

The Engineer will attend project review meetings at least once per month with the City and the Contractor.

The Engineer will advise the City on the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment.

The Engineer will assist the City in preparation of Change Orders should the contractor discover unforeseen issues during construction.

Once the Project reaches substantial completion, the Engineer will coordinate and conduct an inspection with City personnel, GCDOT, and private owners to identify items needing attention. Items to be corrected will be identified in a documented final "punch list".

The Engineer will review and process project close-out documents prepared by the Contractor.

**Schedule & Timing**

Each Phase listed below will begin upon receipt of a notice to proceed from the City. Utility coordination will begin immediately, as this effort will most likely be the critical path. The surveying phase will take approximately 30-45 days to complete. The preliminary engineering phase will begin after completion of the survey and subsequent traffic study approval by GCDOT and take approximately 60 days to complete. Right of way acquisition services may also serve as a critical path item and will begin upon completion of the preliminary engineering phase. The final design and permitting phase will also take approximately 60 days to complete. The project can be ready to bid by July 2018.

**Compensation**

Compensation for work performed shall be according to a lump sum fee of \$142,360 plus hourly compensation for construction administration phase services. Once per month during the existence of this contract, the Engineer shall submit to the City an invoice for payment based on percent complete of the work performed for the Project through the invoice period. This project will be performed under the attached terms and conditions. A breakdown of the fees for each phase is depicted in the fee schedule listed below:

Surveying Phase	\$22,385
Preliminary Engineering Phase	\$40,690
Right of Way Acquisition Phase	\$25,810
Final Design & Permitting Phase	\$46,035
Bidding Phase	\$7,440
<u>Construction Administration Phase (to be billed hourly)</u>	<u>HOURLY</u>
Total fees:	\$142,360+ HOURLY

Attached is a detailed manhour estimate for this project. If you have any questions or would like additional information, don't hesitate to contact either me at 678-417-4000. We look forward to working with the City on this important improvement project.

Sincerely,  
**KECK & WOOD, INC.**



Sam J. Serio, P.E.  
Vice President

ACCEPTED by the CITY OF PEACHTREE CORNERS  
This \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attachment(s)

## TERMS AND CONDITIONS OF SERVICE

**EFFECTIVE DATE:** This Agreement, by and between Keck & Wood, Inc., hereinafter referred to as the Consultant, and the Client identified on the attached proposal, is binding and effective upon acceptance by a currently authorized corporate officer of the Consultant.

**SCOPE OF SERVICES:** Whereas the Consultant has proposed to perform, and the Client desires to have the Consultant perform, the scope of services described on the attached proposal

**AGREEMENT:** Now, therefore, in consideration of the premises and the covenants and undertakings hereinafter set forth, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **PERFORMANCE:** Unless more specifically established on the face side(s) hereof or attachments hereto, the Consultant a) agrees to perform his services in conformity with generally accepted professional practices for the intended project or purpose, and makes no warranty either expressed or implied; b) agrees to correct any defective survey or engineering service performed by the Consultant when brought to its attention in writing; and c) will endeavor to complete its services on a time schedule consistent with needs of the Client.

2. **OWNERSHIP OF DOCUMENTS:** All documents, including original drawings, plats, estimates, field notes, specifications and other data are and shall remain the property of the Consultant. Copies of finished documents furnished to the Client are instruments of service for the specific project or initial purpose indicated, and are not intended to be reused for extensions of the project or for additional purposes without written authorization by the Consultant. Reuse of any of the instruments of service of the Consultant by the Client on any extension of the project or for additional purposes shall be at the Client's risk and the Client agrees to defend, indemnify and hold harmless the Consultant from all claims, damages and expenses including attorney's fees arising out of any unauthorized reuse of the Consultant's instruments of service by the Client or by others acting through the Client.

3. **ESTIMATES OF CONSTRUCTION COST:** Since the Consultant has no control over construction costs or of the methods by which construction contractors determine prices, or over market conditions, any opinion of the Consultant regarding construction cost are to be made on the basis of his best judgment, but Consultant cannot and does not guarantee that actual construction costs will not vary from estimates provided by the Consultant.

4. **FORCE MAJEURE:** Consultant shall not be liable for failures to perform any obligation under this Agreement where such failure arises from causes beyond Consultant's exclusive control, including (but not limited to) such causes as war; civil commotion; force majeure; acts of a public enemy; sabotage; vandalism; accident; statute; ordinances; embargoes; government regulations; priorities or allocations; interruption or delay in transportation; inadequacy, shortage or failure of supply of materials, equipment, fuel or electrical power; labor controversies (whether at Consultant's office or elsewhere); shut-downs for repairs; natural phenomena; whether such cause exists on the effective day hereof, or arises thereafter, or from compliance with any order or request of the United States Government or any officer, department, agency, instrumentality or committee thereof.

5. **CONSTRUCTION RELATED SERVICES:** The Consultant has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for a contractor to perform his work which are not directly a part of the completed project; omitted services include but are not limited to shoring, scaffolding, underpinning, temporary retention of excavations, and any erection methods and temporary bracing.

6. **CONSULTANT'S INSURANCE:** The Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage of not less than \$2,000,000 limit, and professional liability insurance coverage of not less than \$2,000,000 limit.

7. **CONTRACTOR'S INSURANCE:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require the contractor(s) and any subcontractor(s), prior to commencement of such work, to submit evidence that he (they) have obtained for the period of the construction contract, and the guarantee period, comprehensive general liability insurance coverage including completed operations coverage. This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of construction work, and have a limit of not less than \$500,000 for all damages arising out of bodily injury, sickness or death of one person and an aggregate of \$1,000,000 for damages arising out of bodily injury, sickness and death of two or more persons. The property damage portion shall provide for a limit of not less than \$300,000 for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of construction work in any one occurrence including explosion, collapse and underground exposures. Included in such coverage shall be contractual coverage sufficiently broad to insure the provision of the subsequent paragraph entitled "Contractor's Indemnity". The comprehensive general liability insurance shall include as additional named insureds: the Client; the Consultant; and each of their officers, agents and employees.

8. **CONTRACTOR'S INDEMNITY:** Should the scope of services by the Consultant include planning, design or observation of construction work, the Client shall require that all contractors and subcontractors performing work in connection with services rendered by the Consultant, indemnify and hold harmless, the Client and the Consultant, and each of their officers, agents, and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from construction operations, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part, directly or indirectly, by any negligent or willful act or omission of the contractor(s), any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable. The indemnification required shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor(s) or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. **ACCESS:** The Client shall be responsible for providing all rights of access upon public or private property as required by the Consultant to perform authorized services.

10. **BASIS OF PAYMENT:** The Client agrees to compensate the consultant as provided on the attached proposal. In the event a preliminary estimate of compensation is made, the Consultant will endeavor to accomplish services within that estimate, but the Consultant does not guarantee such estimate unless a specific written statement to that effect is given. Should the Consultant become aware that charges will or have exceeded any preliminary estimate, he will promptly notify the Client who may elect to reduce the scope of services or authorize a continuation of services at increased cost.

11. **PAYMENT AND CREDIT:** Progress or partial payments shall be made by the Client in proportion to services rendered by the Consultant unless specific extension of credit to the Client is provided on the attached proposal. Statements will be issued from time to time by the Consultant, but no more often than at 4-week intervals, and shall be fully payable within 30 days thereafter. Balances which are unpaid for more than 30 days are subject to a finance or service charge plus collection expenses. Unless stated differently on the face(s) hereof service charges shall be 1.5 percent per month, which amounts to 18 percent per year. If in the exclusive judgment of Consultant, the financial condition of the Client at any time does not appear to justify the commencement or continuance of services on the terms specified herein, Consultant may, in addition to all other remedies it may have at law or in equity, make written demand for full or partial payment in advance, suspend its performance until such payment is made and cancel this Agreement if such payment is not received by the Consultant within 30 days after delivery in person or mailing of said demand by Consultant.

12. **AUDIT: ACCESS TO RECORDS:** For Agreements employing cost as a basis of compensation, the Consultant shall maintain books, records, documents and other evidence directly pertinent to the Agreement in accordance with appropriate accounting standards. From time to time, but not more often than once each calendar year, the Client may have his accounting representative verify costs by examination of pertinent documents at the home office of the Consultant. During such audit, the Consultant shall provide suitable facilities for the Client's representative, and that representative shall organize and conduct his audit in a manner which minimizes special effort by the Consultant.

13. **DELEGATION OF DUTIES:** Neither the Client nor the Consultant shall delegate his duties hereunder without the written consent of the other.

14. **TERMINATION:** Should this Agreement be terminated prematurely by written mutual agreement or as provided elsewhere herein, the Consultant shall be paid for services performed to the termination date plus 15 percent of the total compensation earned to the time of termination to account for Consultant's rescheduling adjustments and related costs.

15. **WARRANTY: CONSULTANT SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE TERMS AND CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, CONSULTANT WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN CONSULTANT REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGEMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.**

16. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants. If Consultant encounters or learns of an undisclosed Pollutant at the Site, then Consultant shall notify (1) Client and (2) appropriate governmental officials if Consultant reasonably concludes that doing so is required by applicable Laws or Regulations. It is acknowledged by both parties that Consultant's scope of services does not include any services related to unknown or undisclosed Pollutants. If Consultant or any other party encounters, uncovers, or reveals an undisclosed Pollutant, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

17. **RECORDS RETENTION:** Consultant shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Consultant's services or pertinent to Consultant's performance under this Agreement. Upon Client's request, Consultant shall provide a copy of any such item to Client at cost.

18. **MISCELLANEOUS:** This Agreement is to be construed in accordance with and enforced under the laws of the principal place of business of the Consultant. This Agreement constitutes the entire agreement between the parties hereto, and all prior negotiations, representations and inducements of every kind are superceded hereby. No waiver, alteration or modification of this Agreement shall be effective unless in writing and signed by an authorized corporate officer of the Consultant. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding on the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**KECK & WOOD, INC.**  
**STANDARD HOURLY BILL RATES**  
**3/1/2017**

<b>PRI - Principal</b>	<b>\$205.00</b>
<b>SE2 - Senior Engineer 2</b>	<b>\$190.00</b>
<b>SE1 - Senior Engineer 1</b>	<b>\$175.00</b>
<b>ST4 - Staff Engineer IV</b>	<b>\$160.00</b>
<b>ST3 - Staff Engineer III</b>	<b>\$140.00</b>
<b>ST2 - Staff Engineer II</b>	<b>\$125.00</b>
<b>STE - Staff Engineer I</b>	<b>\$110.00</b>
<b>LA - Landscape Architect</b>	<b>\$115.00</b>
<b>TEC - Design Technician</b>	<b>\$90.00</b>
<b>PLS - Registered Land Surveyor</b>	<b>\$125.00</b>
<b>SPC - Senior Survey Party Chief</b>	<b>\$85.00</b>
<b>SST - Senior Survey Technician</b>	<b>\$90.00</b>
<b>STC - Survey Technician</b>	<b>\$60.00</b>
<b>ROB2 - 2 Man Robot/GPS</b>	<b>\$130.00</b>
<b>ROB1 - 1 Man/Robot/GPS</b>	<b>\$95.00</b>
<b>SV3 - 3 Man Svy Crew</b>	<b>\$145.00</b>
<b>SV2 - 2 Man Svy Crew</b>	<b>\$130.00</b>
<b>ITS - IT Specialist</b>	<b>\$120.00</b>
<b>CL2 - Clerical/Administrative 2</b>	<b>\$80.00</b>
<b>CLI - Clerical/Administrative 1</b>	<b>\$70.00</b>
<b>OFM - Office Administrator</b>	<b>\$85.00</b>

City of Peachtree Corners - Medlock Bridge Road @ Bush Road Intersection Improvements Project  
Manhour Estimate

Phase	Hourly Rate	SE1	ST4	ST3	ST2	ST1	OFM	Reimbursable	Sub-Consultant	Total
		\$175	\$160	\$140	\$125	\$110	\$85			
<b>Surveying Phase</b>										
2000	Survey Coordination/Project Management		4	1		4		\$20		\$1,240
2001	Field Survey & Database		1	4		8		\$20	\$19,525	\$21,145
<b>Sub Total</b>		<b>0</b>	<b>5</b>	<b>5</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>\$40</b>	<b>\$19,525</b>	<b>\$22,385</b>
<b>Preliminary Engineering</b>										
3000	GCDOT Coordination/Project Management	2	12					\$40		\$2,310
3001	City Coordination/Project Management	8	8					\$40		\$2,720
3002	Sub Coordination/Project Management		4							\$640
3003	Utility Coordination		20			8		\$40		\$4,120
3004	Preliminary Plans - Cover Sheet (section 01)					2				\$220
3005	Preliminary Plans - Index (section 02)					2				\$220
3006	Preliminary Plans - General Notes (section 04)					2				\$220
3007	Preliminary Plans - Typical Sections (section 05)					8				\$880
3008	Preliminary Plans - Mainline Roadway Plan (section 13)		8	8		40				\$6,800
3009	Preliminary Plans - Mainline Roadway Profile (section 15)					2				\$220
3010	Preliminary Plans - Side Road Profiles (section 16)					2				\$220
3011	Preliminary Plans - Driveway Profiles (section 17)					4				\$440
3012	Preliminary Plans - Drainage Plan & Profiles (section 22)			8		8				\$2,000
3013	Preliminary Plans - Cross Sections (section 23)		4	8		25				\$4,510
3014	Preliminary Plans - Existing Utility Plans (section 24)					4				\$440
3015	Preliminary Plans - Signing and Marking Plans (section 26)			4		8				\$1,440
3016	Preliminary Plans - Wolverton - Signal Plans (section 27 & 28)		1			2			\$3,850	\$4,230
3017	Preliminary Plans - Quality Control Markups	2	4	8		40				\$6,510
3019	Submit Preliminary Plans to City/GCDOT for review		3				2	\$300		\$950
3020	Prepare an updated construction cost estimate for the Client.		1	4		8				\$1,600
<b>Sub Total</b>		<b>12</b>	<b>65</b>	<b>40</b>	<b>0</b>	<b>165</b>	<b>2</b>	<b>\$420</b>	<b>\$3,850</b>	<b>\$40,690</b>
<b>Right of Way Phase (8 parcels)</b>										
4000	ROW Coordination/Project Management		8							\$1,280
4001	Preliminary Title Certificates (8 parcels)								\$3,520	\$3,520
4002	Detailed ROW Cost Estimate								\$1,650	\$1,650
4003	Owner Interest Acquisitions/Negotiations (8 parcels)								\$13,200	\$13,200
4004	Closing/Final Titles (8 parcels)								\$5,720	\$5,720
4005	Recordings (8 parcels)								\$440	\$440
<b>Sub Total</b>		<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$24,530</b>	<b>\$25,810</b>
<b>Final Design and Permitting</b>										
5000	GCDOT Coordination/Project Management	2	8					\$40		\$1,670
5001	City Coordination/Project Management	4	8					\$40		\$2,020
5002	Sub Coordination/Project Management		4							\$640
5003	Corrections to Preliminary Plans per City, GCDOT review comments			4		16				\$2,320
5004	Provide ROW plans suitable for recording	2	2	2		16				\$2,710
5005	Revise the ROW plans per property owner demands		2	2		8				\$1,480
5006	90% Plans - Cover Sheet (section 01)					0.5				\$55
5007	90% Plans - Index (section 02)					0.5				\$55
5008	90% Plans - General Notes (section 04)					0.5				\$55
5009	90% Plans - Typical Sections (section 05)					1				\$110
5010	90% Plans - Summary of Quantities (section 06)		1	2		6				\$1,100
5011	90% Plans - Construction Layout Sheet/Staking Sheet (section 11)					4				\$720
5012	90% Plans - Mainline Roadway Plan (section 13)		4	4		8				\$2,080
5013	90% Plans - Mainline Roadway Profile (section 15)					0.5				\$55
5014	90% Plans - Side Road Profiles (section 16)					0.5				\$55
5015	90% Plans - Driveway Profiles (section 17)					2				\$220
5016	90% Plans - Special Grading Sheets (section 18)			4		4				\$1,000
5017	90% Plans - Drainage Plan & Profiles (section 22)			2		4				\$720
5018	90% Plans - Cross Sections (section 23)		2	2		6				\$1,260
5019	90% Plans - Existing Utility Plans (section 24)					0.5				\$55
5020	90% Plans - Signing and Marking Plans (section 26)			2		2				\$500
5021	90% Plans - Wolverton - Signal Plans (section 27 and 28)		2			2			\$3,850	\$4,390
5022	90% Plans - Retaining Wall Plans (section 32)			4		6				\$1,220
5023	90% Plans - Special Construction Details (section 38)			2		2				\$500
5024	90% Plans - GDOT Construction Details (section 40)					2				\$220
5025	90% Plans - GDOT Georgia Standards (section 41)					2				\$220
5026	90% Plans - Erosion Control Plans (sections 50 - 56)		2	4		32				\$4,400
5027	90% Plans - Quality Control Markups	2	2	4		16				\$2,990
5028	90% Plans - Provide details for minor utility adjustments					2				\$220
5029	90% Plans - Compile 90% Plan sheets		2	4		4				\$1,320
5030	Provide 90% plans to City, GCDOT for review		2					\$130		\$450
5031	Corrections to 90% Plans per City, GCDOT review comments		4	4		8				\$2,080
5032	Prepare second submittal plans to utility owners.					2		\$20		\$240
5033	Obtain letters of no conflict or utility adjustment from the utility owners		10			5		\$20		\$2,170
5034	Send Final Plans plans to GCDOT for approval		2					\$130		\$450
5035	Revise the Final plans per GCDOT review comments		4	4		8				\$2,080
5036	Prepare the bid manual	1	8	8		2		\$90		\$2,885
5037	Prepare updated construction cost estimate for City, GCDOT		1	2		8				\$1,320
<b>Sub Total</b>		<b>11</b>	<b>70</b>	<b>62</b>	<b>0</b>	<b>181</b>	<b>0</b>	<b>\$470</b>	<b>\$3,850</b>	<b>\$46,035</b>
<b>Bidding Phase</b>										
6000	Provide the City with a bid advertisement for placement in the City's legal organ		1							\$160
6001	Post the advertisement and plan holders to the Engineer's website						1			\$85
6002	Provide prospective bidders with purchased bid documents						1			\$85
6003	Respond to questions from bidders		8	2		8	1			\$2,525
6004	Prepare addenda		8	2		8	1			\$2,525
6005	Attend the bid opening and review bids for award	2	4					\$20		\$1,010
6006	Review the qualifications of the low bidder(s)					2				\$220
6007	Provide the City with a bid recommendation letter for the lowest qualified bidder		2				1	\$20		\$425
6008	Provide the City with a Notice of Award to be issued to the selected bidder		2				1			\$405
<b>Sub Total</b>		<b>2</b>	<b>25</b>	<b>4</b>	<b>0</b>	<b>18</b>	<b>6</b>	<b>\$40</b>	<b>\$0</b>	<b>\$7,440</b>
<b>Construction Administration Phase (TO BE BILLED HOURLY)</b>										
7000	Schedule and Conduct Pre-construction conference									\$0
7001	Provide the City with a Notice to Proceed to be issued to the Contractor									\$0
7002	Periodic construction review									\$0
7003	Attend project review meetings									\$0
7004	Review and process contractor pay applications									\$0
7005	Prepare change orders									\$0
7006	Final inspection and punchlist									\$0
7007	Review and process project close-out documents									\$0
<b>Sub Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total</b>		<b>25</b>	<b>173</b>	<b>111</b>	<b>0</b>	<b>376</b>	<b>8</b>	<b>\$970</b>	<b>\$51,755</b>	<b>\$142,360</b>



## MEMO

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TO: Mayor & Council  
CC: Brian Johnson, City Manager  
FROM: Greg Ramsey, P.E., Public Works Director  
DATE: February 5, 2018  
SUBJECT: PTC 18.02 Consultant Contract Recommendation

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The City of Peachtree Corners entered into an Intergovernmental Agreement (IGA) in 2017 with Gwinnett County for a joint SPLOST funded project for intersection improvements to Bush Road at Medlock Bridge Road. Gwinnett County will contribute \$2,025,000 toward this project, and the balance will be paid for by the City using 2017 SPLOST funds. A copy of that IGA is attached for your review. The total estimate for the construction improvements is still to be determined after initial engineering and design concepts have been completed.

Keck and Wood, Inc. has completed several capital improvement projects for the City over the last couple of years, and each time they have delivered exceptional service. They have also completed an initial traffic engineering analysis and report, including conceptual design development for this intersection, in late 2017.

In order to move to the next phase, including cost estimates for that construction, staff requests authorization for the Mayor to enter into an agreement with Keck & Wood, Inc. for survey, design, engineering and construction administration. The cost proposal from Keck & Wood, Inc. is attached for your review, including their fee of \$142,360 plus any hourly costs associated with the construction administration phase of the project.

**Consent Agenda**  
**APH 2018-02-062**  
**&**  
**APH 2018-02-063**



Mayor  
**Mike Mason**

**Phil Sadd** | Post 1  
**Eric Christ** | Post 2

**Alex Wright** | Post 3  
**Jeanne Aulbach** | Post 4

**Lorri Christopher** | Post 5  
**Weare Gratwick** | Post 6

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To: Mayor and City Council

Cc: Brian Johnson, City Manager

From: Brandon Branham, Administrative Services Director

Date: February 20<sup>th</sup>, 2018, City Council Meeting

Agenda Item: APH 2018-02-062 Approval of Alcoholic Beverage License Application for Rysha Medlock, Inc. dba Texaco Food Mart, 3425 Medlock Bridge Rd, Ste 400-A.

Applicant Harshad L. Jeram is applying for a Packaged Beer, Wine, and Sunday Sales License.

**Staff Recommendation:**

Approve the application for Packaged Beer, Wine, and Sunday Sales License for Rysha Medlock, Inc. dba Texaco Food Mart at 3425 Medlock Bridge Rd, Ste 400-A.

**Background:**

Applicant submitted a completed application on February 5<sup>th</sup>, 2018. Required advertising for the application was published in the Gwinnett Daily Post on February 9<sup>th</sup>, and February 16<sup>th</sup>. Applicant has passed the background investigation and meets all requirements.

**Discussion:**

New Business

Staff has reviewed this application and recommends approval.

**Alternatives:**

None



*Mayor*  
**Mike Mason**

**Phil Sadd** | *Post 1*  
**Eric Christ** | *Post 2*

**Alex Wright** | *Post 3*  
**Jeanne Aulbach** | *Post 4*

**Lorri Christopher** | *Post 5*  
**Weare Gratwick** | *Post 6*

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To: Mayor and City Council

Cc: Brian Johnson, City Manager

From: Brandon Branham, Administrative Services Director

Date: February 20<sup>th</sup>, 2018, City Council Meeting

Agenda Item: APH 2018-02-063 Approval of Alcoholic Beverage License Application for Eat Here Now, LLC dba BurgerFI, 6141 Peachtree Pkwy, Ste 200.

Applicant Elliot Shoener is applying for a Consumption on Premise Beer, Wine, and Sunday Sales License.

**Staff Recommendation:**

Approve the application for Consumption on Premises, Beer, Wine, and Sunday Sales License for Eat Here Now, LLC dba BurgerFI, 6141 Peachtree Pkwy, Ste 200.

**Background:**

Applicant submitted a completed application on February 2<sup>nd</sup>, 2018. Required advertising for the application was published in the Gwinnett Daily Post on February 9<sup>th</sup>, and February 16<sup>th</sup>. Applicant has passed the background investigation and meets all requirements.

**Discussion:**

New Business  
Staff has reviewed this application and recommends approval.

**Alternatives:**

None

**PH2017-015**

**CITY OF PEACHTREE CORNERS  
COMMUNITY DEVELOPMENT DEPARTMENT**

**PUBLIC HEARING ANALYSIS**

PLANNING COMMISSION DATE: JANUARY 9, 2018 & FEBRUARY 13, 2018

CITY COUNCIL DATE: FEBRUARY 20, 2018

CASE NAME: **FIREBIRDS ELEVATIONS**

CASE NUMBER: **PH2017-015**

CURRENT ZONING: MUD (MIXED USE DEVELOPMENT)

LOCATION: 5200 BLOCK OF PEACHTREE PARKWAY

MAP NUMBERS: 6<sup>th</sup> DISTRICT, LAND LOT 301

ACREAGE: 5.1 ACRES

PROPOSED DEVELOPMENT: FIREBIRDS RESTAURANT AT TOWN CENTER

APPLICANT: ALVIN HOOD, FIREBIRDS  
13850 BALLANTYNE CORP PL #450  
CHARLOTTE NC 28277

CONTACT: KEVIN FLOYD  
404-907-1709

OWNER: FUQUA BCDC PEACHTREE CORNERS  
3575 PIEDMONT RD.  
ATLANTA, GA 30305

**PLANNING COMMISSION  
RECOMMENDATION: NO RECOMMENDATION (vote: 2-2)**

**STAFF  
RECOMMENDATION: APPROVE**

**PROJECT UPDATE:**

The Planning Commission first heard this request at their January 2018 meeting. At that time, concerns were raised about several issues and the hearing was continued to the February 2018 meeting. At the February meeting, the applicant addressed the concerns in the following ways:

- The operable window systems were revised. Vertical “garage door” style windows in larger openings were provided.

- The materials around the patio enclosure will match those on the proposed building. For example, the stone base will continue around the patio enclosure.
- Downspouts will be directed to underground drainage to avoid infringing on pedestrian space.
- The patio was reduced in depth to create a 6' wide public sidewalk adjacent to the patio.

These changes satisfied two of the four Planning Commissioners present at the February meeting. However, the other two members still had concerns that the patio area was too large and impinged too greatly on the public sidewalk. The Planning Commission members discussed alternate locations for a patio that would not disrupt pedestrian flow along the sidewalk; however, no suitable alternate was identified. As a result, the Planning Commission vote was tied 2-2 and therefore the application has been forwarded to the City Council with no recommendation.

#### PROJECT BACKGROUND:

The elevations for the Town Center retail and restaurant buildings were approved in 2017 because they were in compliance with Ordinance 2015-06-49 that identifies specific appearance standards for all the buildings in the Town Center. Criteria for building elevations listed in the ordinance address items such as building walls, roof lines, parapets, building materials, and landscaping. In addition to this ordinance, Table 'B', the development regulations for the Town Center, (attached) also includes building requirements.

The 600 Building, where Firebirds will be located, was part of that approval. However, the applicant wishes to expand the seating area by constructing a covered patio. This change requires approval through a new public hearing process.

#### PLAN REVIEW:

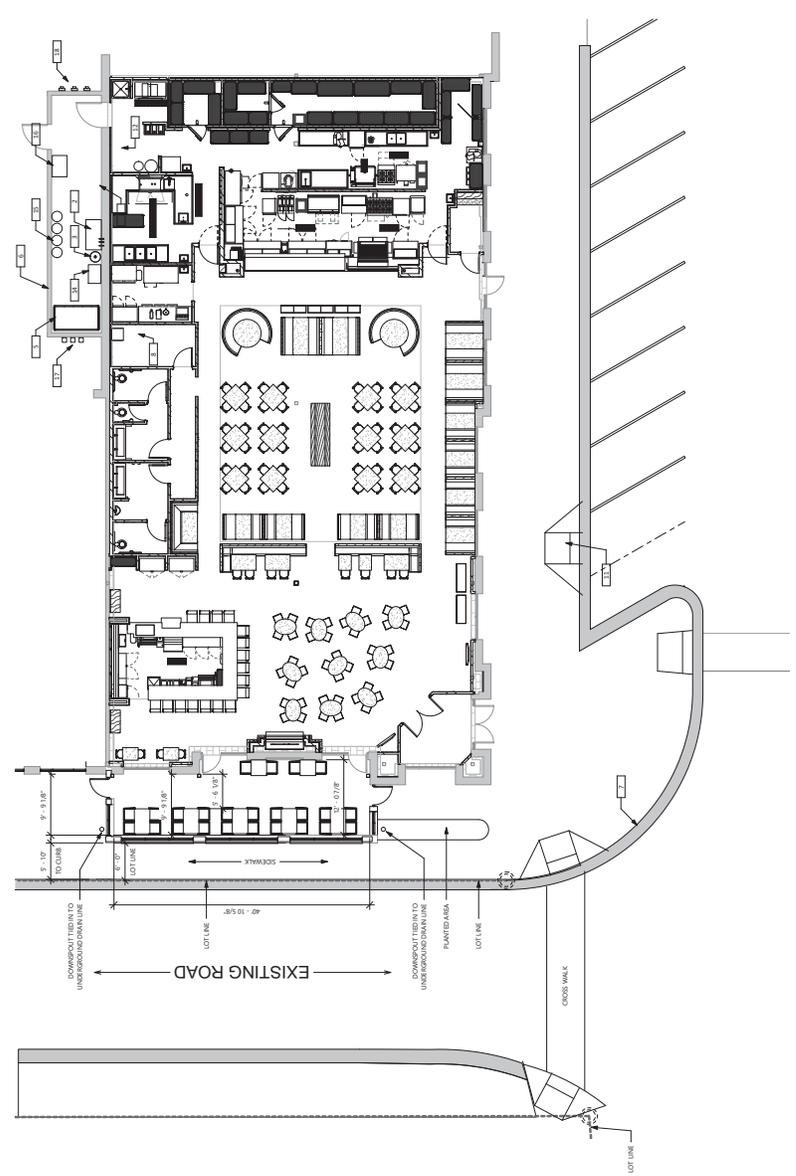
The changes proposed by the applicant are in conformance with the overall design standards. The patio addition will be constructed of the same materials in the same colors as the main part of the restaurant. Additionally, large operable windows will wrap the patio, allowing for outdoor dining in temperate weather.

#### STAFF RECOMMENDATION:

**After review of the applicant's proposal and other relevant information, it is recommended that PH2017-015 be approved.**

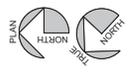


No.	Description	Date
1		11.25.2018



**SITE PLAN KEYNOTES**

1. MARK DISCONNECT
2. WASTE COORDINATION TANK
3. COOL TANK
4. EXISTING DUMPSTER
5. WOODS STORAGE W/COVER
6. EXISTING SCREED SERVICE ROAD
7. LAND DESIGNED FOR USE AND INTERNAL ALL-PURPOSE CONCRETE CURB AND PARALLEL
8. EXISTING SANITARY SWIM STRIP
9. ACCESSIBLE PARKING BY HANDICAP
10. CURE CUT ACCESSIBLE ACCESS BY HANDICAP
11. APPROXIMATE LOCATION FOR UNDERGROUND SANITARY AND DRAIN LINES.
12. FIRE DEPARTMENT CONNECTION
13. ASH TRAY
14. REG STORAGE
15. LINE/CABINET
16. LOG METERS
17. METER CABINET



Firebirds  
Peachtree  
Corners

100 Peachtree Corners Blvd  
Peachtree Corners, GA 30092

**FIREBIRDS**  
WOOD FIRED GRILL

**starr**  
design

100 Peachtree Corners Blvd  
Peachtree Corners, GA 30092  
www.starrdesign.com

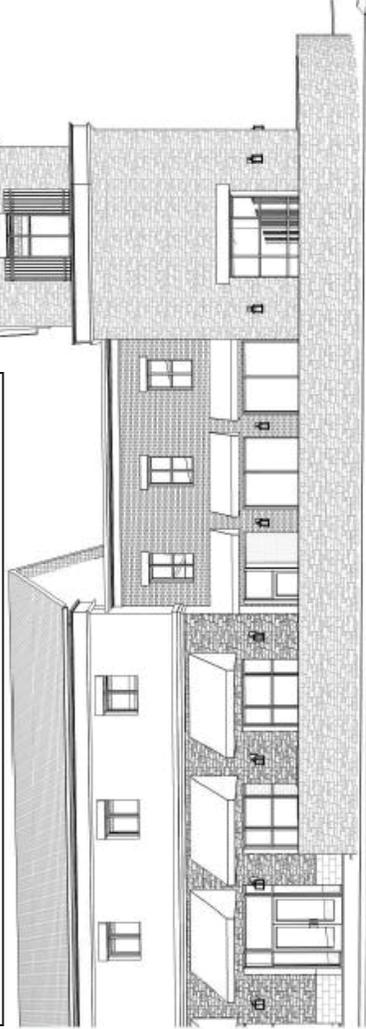
CONSTRUCTION  
DOCUMENTS  
01/20/18

APPROVED  
FOR THE CITY OF PEACHTREE CORNERS

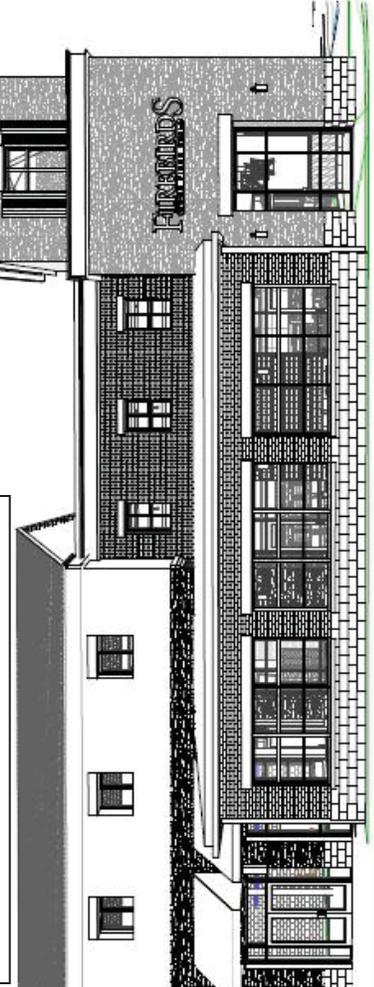


EXISTING AND  
PROPOSED  
**A3.04**

Previously Approved outdoor patio



Requested Enclosed patio



**02018-02-115**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO RZ2018-001/V2018-001, NORTH ATLANTA VOLLEYBALL CLUB, REQUEST TO REZONE A 7.3 ACRE PARCEL FROM C-2 TO C-3 ALONG WITH ASSOCIATED VARIANCE TO ACCOMMODATE A NEW RECREATIONAL FACILITY AT THE SOUTHWEST CORNER OF PEACHTREE INDUSTRIAL BOULEVARD AND GOVERNORS LAKE DRIVE, DIST. 6, LAND LOT 276, 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 February 20 and March 27, 2018;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia while in Regular Session on March 27, 2018 that Zoning Case RZ2018-001/V2018-001, North Atlanta Volleyball Club, is hereby approved for the above referenced property with the following enumerated conditions:

1. The property shall be rezone to C-3 and developed in general conformity to the submitted site plan dated January 10, 2018.
2. The development shall abide by all requirements of Section 1315 of the zoning ordinance (Activity Center/Corridor Overlay District).
3. Building designs shall incorporate features that are compliant with Peachtree Corners' Green Building Ordinance wherever practical.
4. Outdoor lighting shall be contained in cutoff-type luminaries, shall be directed inward toward the property so as not to reflect into adjacent properties or to create a hazard for passing automobile traffic, and shall only be as bright as needed for safety on the site.
5. The applicant shall secure sufficient special event, off-site parking to ensure that no parking occurs in authorized locations or in the public right-of-way. The additional special event parking may be secured through the acquisition of additional land or by gaining parking permission from adjacent property owners.
6. If the building has not passed a footing inspection within 36 months of approval (3/27/21), the zoning on the property shall revert to C2.

Effective this 27th day of March, 2018.

STATE OF GEORGIA  
GWINNETT COUNTY  
CITY OF PEACHTREE CORNERS

ORDINANCE 2018-02-115

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Attest:

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

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

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

**02018-02-116**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2018-001, VIRTUE & VICE TATTOO PARLOR, REQUEST TO APPROVE A SPECIAL USE PERMIT TO ACCOMMODATE A NEW TATTOO PARLOR AT 3380 HOLCOMB BRIDGE ROAD, SUITE 7, DIST. 6, LAND LOT 283, 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 February 20 and March 27, 2018;

**NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia** that Special Use Permit Case SUP2018-001, Virtue & Vice Tattoo Parlor, for the above referenced property is hereby approved with the following enumerated conditions:

1. The special use permit approval shall be limited to Suite 7 as depicted on the submitted shopping center layout plan.
2. The development shall abide by all requirements of Section 1315 of the zoning ordinance (Activity Center/Corridor Overlay District).
3. The applicant shall obtain all other required approvals, including, but not limited to, the Georgia Department of Public Health.
4. Signage shall be limited to one wall sign, one tenant name insert on the shopping center sign, and an 'open/closed' sign (along with the posting of hours of operation) on the door. No window signage shall be permitted.

Effective this 27th day of March, 2018.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Attest:

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

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

**AN ORDINANCE TO DENY SUP2018-001, VIRTUE & VICE TATTOO PARLOR, REQUEST FOR A SPECIAL USE PERMIT TO ACCOMMODATE A NEW TATTOO PARLOR AT 3380 HOLCOMB BRIDGE ROAD, SUITE 7, DIST. 6, LAND LOT 283, 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 February 20 and March 27, 2018;

**NOW THEREFORE, IT IS HEREBY ORDAINED by the governing authority of the City of Peachtree Corners, Georgia** that Special Use Permit Case SUP2018-001, Virtue & Vice Tattoo Parlor, for the above referenced property is hereby Denied.

Effective this 27th day of March, 2018.

So Signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Attest:

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

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

**02018-02-117**

**AN ORDINANCE OF THE CITY OF PEACHTREE CORNERS, GEORGIA, TO AMEND THE CODE OF THE CITY OF PEACHTREE CORNERS CHAPTER 42, NUISANCES, IN ORDER TO ADD ART. V, SEC. 42-91 THROUGH SEC. 42-97, PET SOLID WASTE REGULATIONS; DECLARING SEVERABILITY OF ORDINANCE; AND ESTABLISHING 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**, the Mayor and Council find it to be in the City's interest to regulate the disposal of pet waste; and

**WHEREAS**, a public hearing was properly advertised in the Gwinnett Daily Post and was held on March 27, 2018;

**NOW THEREFORE, IT IS HEREBY ORDAINED** by the governing authority of the City of Peachtree Corners, Georgia, as follows:

**Section 1.** That Chapter 42 of the Code of the City of Peachtree Corners shall be amended by adding Art. V, Sec. 42-91, Pet Solid Waste Regulations, as follows:

**Article V.** – Pet Solid Waste Regulations

**Sec. 42-91 Title.** This article shall be known, cited and referred to as the "Peachtree Corners Pet Solid Waste Regulations Ordinance."

**Sec. 42-92 Purpose.** The purpose of this article is to establish requirements for the proper disposal of pet solid waste in the City of Peachtree Corners so as to protect public health, safety and welfare, and to prescribe penalties for failure to comply.

**Sec. 42-93 Definitions.** The following terms, phrases, words and their derivations shall have the meanings stated herein unless their use in the text of this Chapter clearly demonstrates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- a) Immediate – shall mean that the pet solid waste is removed at once, without delay.
- b) Owner/Keeper – any person who shall possess, maintain, house or harbor any pet or otherwise have custody of any pet, whether or not the owner of such pet.
- c) Person – any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.
- d) Pet - a domesticated animal (other than a disability assistance animal) kept for amusement or companionship.
- e) Pet solid waste – waste matter expelled from the bowels of the pet; excrement

- f) Proper disposal – placement in a designated waste receptacle, or other suitable container, and discarded in a refuse container which is regularly emptied by a refuse collector; or disposal into a system designed to convey domestic sewage for proper treatment and disposal. Disposal into a storm drain or storm water system is strictly prohibited.

**Sect. 42-94 Requirement for Disposal.**

- a) All pet owners and keepers are required to immediately and properly dispose of their pet's solid waste deposited on any property, public or private, not owned or possessed by that person.
- b) On any property owned or possessed by that person, all pet owners and keepers are required to properly dispose of their pet's solid waste as frequently as necessary to prevent a public health nuisance.

**Sec. 42-95 Exemptions.** Any owner or keeper who requires the use of a disability assistance animal shall be exempt from the provisions of this section while such animal is being used for that purpose.

**Sec. 42-96 Enforcement.** The provisions of this Article shall be enforced by the City of Peachtree Corners Code Enforcement Division.

**Sec. 42-97 Violations and Penalties.** Any person(s) who is found to be in violation of the provisions of this ordinance shall be subject to a fine not to exceed:

- a) \$10.00 for the first offense;
- b) \$25.00 for the second offense within a year of the first offense; and
- c) \$50.00 for the third and any subsequent offenses within a year of the first offense.

**Section 2. Severability.** That each section or subsection is declared to be an independent section, subsection, sentence, clause and phrase, and the finding or holding of any such portion of this Ordinance to be unconstitutional, void, or ineffective for any cause, or reason, shall not affect any other portion of this Ordinance.

**Section 3. Effective Date.** This Ordinance shall become effective immediately upon its adoption.

SO ORDAINED AND EFFECTIVE, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Approved:

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

STATE OF GEORGIA  
COUNTY OF GWINNETT  
CITY OF PEACHTREE CORNERS

**ORDINANCE 2018 -02 -117**

ATTEST:

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

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