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COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member
James Lowe – Post 2, Council Member
Alex Wright – Post 3, Council Member

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

March 18, 2014

COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) CONSIDERATION OF MINUTES – February 18, 2014

F) CONSIDERATION OF MEETING AGENDA

G) PUBLIC COMMENTS

H) CONSENT AGENDA - No Items

I) PRESENTATIONS AND REPORTS

- 1. Diana Wheeler** Staff Activity Report

J) NEW BUSINESS

- 1. O2014-03-24** First Read and Consideration of a request for a Special Use Permit to add church and community uses to an existing 3.79 acre school facility zoned R-10 and located at 5505 Winters Chapel Road in Land Lots 311 and 312, 6th District, Gwinnet County, Georgia. (Second Read and public comments will be heard on April 15, 2014.)
- 2. Action Item** Consideration of PH2014-002, Application of Reliance Development for final plat acceptance of Peachtree Reserve, located in Land Lot 300 of the 6th Land District of Gwinnett County Georgia.
- 3. Action Item** Consideration of approving the GMA Agreement with the City of Peachtree Corners for GMA to collect taxes from Insurance Companies.

4. **Action Item** Consideration of approving the CitySourced Mobile Application customer agreement.

K) WORK SESSION

1. **Pam Ledbetter** Review of Communications Strategy
2. **Gary Smith** Review of Budget for City Elections
3. **Brandon Branham** Presentation/Discussion of Catering Ordinance
4. **Diana Wheeler** Review of DRAFT Ethics Ordinance
5. **Tom Black** Discussion – IGA Routine Maintenance
6. **Tom Black** Discussion – 2014 Re-Surfacing
7. **Tom Black** Discussion – SPLOST – Joint Project Update

L) EXECUTIVE SESSION

M) ADJOURNMENT

Draft

Council Minutes

February 18, 2014

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
February 18, 2014, @ 7:00PM

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

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

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

MINUTES:

MOTION TO APPROVE THE MINUTES FROM THE JANUARY 21, 2014 SPECIAL CALLED COUNCIL MEETING.

By: Council Member Christopher

Seconded by: Council Member Gratwick

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

CONSIDERATION OF THE MEETING AGENDA:

There was no change to the agenda.

PUBLIC COMMENT:

Mrs. Debbie Mason stated that she is a member of the Gwinnett Clean and Beautiful organization and requested that Waste Pro engage in dialogue with Gwinnet Clean and Beautiful on behalf of the City of Peachtree Corners in order

to increase the amount of recyclables for the organization.

PRESENTATIONS AND REPORTS:

Mrs. Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of February 1, 2014 – February 14, 2014. These activities included, among other items, a meeting with Gwinnett Economic Development, and a meeting with a Japanese company concerning expanding their manufacturing company.

NEW BUSINESS:

ACTION ITEM

Consideration of approval of an Intergovernmental Agreement between the City of Peachtree Corners and the Gwinnett County Board of Registrations and Elections for City Elections using election equipment.

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

By: Council Member Gratwick

Seconded: Council Member Aulbach

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

ACTION ITEM

PH2014-001

Consideration of approving a Certificate for Development within the Chattahoochee River Corridor in accordance with the provisions of the Metropolitan River Protection Act for a new, single-family residence located at 4506 Ridegate Drive, Lot 7, Block G of the Riverview Estates Subdivision.

Mrs. Diana Wheeler, Community Development Director, informed the Mayor and Council that the applicant is requesting certification for the above stated property in accordance the Metropolitan River Corridor Protection Act (MRPA). After review of the application, Staff recommended approval of the application with the following conditions:

1. Applicant shall file the certificate in the real estate records of the Clerk of Superior Court of Gwinnett County.
2. Applicant shall stake limits of land disturbing activity for city approval prior to issuance of the building permit.

3. Applicant shall provide Affidavit confirming as/built conditions prior to issuance of certificate of occupancy.

Council Member Sadd inquired as to whether or not the surrounding property owners had knowledge of the application. The applicant, Mr. Robert King, informed Councilmember Sadd that the surrounding property owners were aware of the proposed application.

MOTION TO APPROVE PH2014-001 WITH STAFF CONDITONS.

By: Council Member Christopher

Seconded: Council Member Gratwick

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

RESOLUTION

R2014-2-22

Consideration of a Resolution to authorize and apply for a GateWay grant for property located at the convergence of Peachtree Parkway and Peachtree Industrial Boulevard pursuant to the requirements of the Georgia Department of Transportation GateWay grant program.

MOTION TO APPROVE R2014-2-22.

By: Council Member Aulbach

Seconded: Council Member Christopher

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

RESOLUTION

R2014-2-23

Consideration of a Resolution to authorize Gwinnett Village CID's application for a GateWay grant for landscaping along Buford Highway (State Route 13) pursuant to the requirements of the Georgia Department of Transportation GateWay grant program.

MOTION TO APPROVE R2014-2-23.

By: Council Member Sadd

Seconded: Council Member Christopher

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

WORK SESSION:

Best Practices – Communications

Mrs. Pam Ledbetter of Accent Creative Group gave a presentation on best communications practices for the City of Peachtree Corners. Mrs. Ledbetter

explained why good communication practices are so important, and gave a few examples on how we can improve our communication practices. Mrs. Ledbetter stated that a committee has been formed to investigate better practices for the City, and that she will provide periodic updates to the Mayor and Council.

Update on Solid Waste Transition/Waste Pro

Mr. Bob Wolk of Waste Pro informed the Mayor and Council that over 600 people in the City of Peachtree Corners have currently signed up for the large recycling bins. Mr. Wolk stated that, at the Mayor and Council's request, he would investigate working with Gwinnett Clean and Beautiful.

Review of materials prescribed by the Georgia Municipal Association for 'City of Ethics' designation.

Mrs. Diana Wheeler, Community Development Director, explained that the Georgia Municipal Association established a 'City of Ethics' certification program and outlined the steps necessary for a community to qualify for this certification. In order to earn a "Certified City of Ethics" designation, a city must take two actions: (1) adopt a resolution establishing the five ethics principles for the conduct of the city officials, and (2) adopt an ethics ordinance that meets minimum standards approved by the Georgia Municipal Association Board. It was determined that this item would go before the Mayor and Council at the March 18th Council meeting.

Review of Green Communities – Certification Requirements

Mrs. Diana Wheeler presented certification requirement for the Atlanta Regional Commission 'Green Communities' certification. A city must earn sufficient points in ten different environmental categories to reach either a gold, silver, or bronze level. It was determined that a 'Green Communities' Citizen Committee would be formed to help with this certification.

Review of DRAFT Town Center LCI Request for Proposals document.

Mrs. Diana Wheeler presented a Draft of the Town Center LCI request for proposals. It was determined that this item would go before the Mayor and Council for Action at the April 15th Council Meeting.

Update SPLOST – Resurfacing/Presentation of City Sourced.

Mr. Julian Jackson, City Manager, informed the Mayor and Council that they will receive an updated list of roads for the SPLOST at the April 15th Council Meeting.

DRAFT COPY

Mr. Brandon Branham, Accounting Manager/Clerk of Court, gave a brief presentation on CitySourced. CitySourced is a real time mobile civic engagement platform. It provides a simple and intuitive platform empowering residents to identify civic issues (public safety, quality of life, environmental issues, etc.) and report them to city hall for a quick resolution. CitySourced can be branded with the City's logo and is compatible with the City's GIS system. After discussion it was determined that this item would come before the Mayor and Council at the March 18th Council Meeting.

GMA Agreement with the City of Peachtree Corners for GMA to collect taxes from Insurance Companies.

Mr. Brandon Branham outlined the GMA agreement with the City of Peachtree Corners for GMA to collect taxes from Insurance Companies. It was determined that this would come before the Mayor and Council at the March 18th Council Meeting.

ADJOURNMENT:

MOTION TO ADJOURN AT 8:20 PM.

By: Council Member Sadd

Seconded by: Council Member Wright

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

Approved,

Attest:

Mike Mason, Mayor

Kymberly Chereck, City Clerk

(Seal)

**Staff
Activity
Report**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: March 14, 2014

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 3/3/14 – 3/14/14.

- A. Meetings with:
 1. Peachtree Corners Rotary Club for their regular meeting.
 2. Representative from Carl Vinson Institute regarding ½ day follow-up session with DDA (tentatively scheduled for June 9, 2014).
 3. Owner that is marketing his property for sale.
 4. Architect working on an office remodel in Technology Park.
 5. Developer working on a residential project.
- B. Received five responses to the Town Center LCI Request for Proposals from: Robert and Company, Sizemore Group, Lord Aeck and Sargent, TSW, and Pond and Co.
- C. Attended Planning Commission meeting. Commission recommended approval with conditions of Seigakuin School's request, but deferred Eldon Smith auto sales' request to their next meeting.
- D. Researched Ethics Ordinances from neighboring communities.
- E. Reviewed plans for various development projects.
- F. Responded to phone calls and e-mails from residents, business people, and others.

Processed the following permit applications:

3/3/2014	1163-14	DENYSE COMPAINES, INC	3600 HOLCOMB BRIDGE RD	PERMANENT SIGN
3/3/2014	1164-14	WORKBENCH ACE HARDWARE	3960 HOLCOMB BRIDGE RD	CERTIFICATE OF OCCUPANCY
3/3/2014	1165-14	PRO BUILDING SYSTEMS	120 TECHNOLOGY PKWY	NEW CONSTRUCTION
3/4/2014	1166-14	CRITICAL SYSTEMS LLC	5665 SUN COURT DR STE 150	PRESIDIO
3/4/2014	1167-14	DOCAUTO	5430 METRIC PLACE STE 150	INTERIOR FINISH
3/4/2014	1168-14	MITEC	5665 SUN COURT DR STE 150	ELECTRICAL
3/4/2014	1169-14	THROWER ELECTRIC INC	3330 PEACHTREE CORNERS CIR STE M	ELECTRICAL
3/4/2014	1170-14	NETPLANNER SYSTEMS, INC	3100 NORTHWOODS PLACE, STE B	CERTIFICATE OF OCCUPANCY
3/4/2014	1171-14	PARKER YOUNG CONSTRUCTION	4973 WILLIAMSPORT DRIVE	FIRE DAMAGED HOME
3/4/2014	1172-14	D.H. WRECKING COMPANY	4815 BUFORD HWY	DEMO
3/6/2014	1173-14	GOFF COMMUNICATIONS	6349 PEACHTREE STREET	CELL SITE
3/6/2014	1174-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1175-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1176-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1177-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1178-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN

3/6/2014	1179-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1180-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1181-14	PINNACLE CUSTOM SIGNS	5252 PEACHTREE PKWY	PERMANENT SIGN
3/6/2014	1182-14	RED DOOR RENOVATIONS	4006 YELLOW GINGER POINT	DECK&PORCH ADDITION
3/6/2014	1183-14	GWINNETT COUNTY DWR	3875 RIVER HOLLOW RUN	ADDITION
3/6/2014	1184-14	MITEC	6200 THE CORNERS PKWY	ELECTRICAL
3/6/2014	1185-14	SMART 3RD PARTY	3100 MEDLOCK BRIDGE RD	CERTIFICATE OF OCCUPANCY
3/6/2014	1186-14	ATLANTA CHECK CASHERS	25 TECHNOLOGY PKWY	INTERIOR FINISH
3/7/2014	1187-14	PHOENIX COLLISION	4815 BUFORD HWY	PERMANENT SIGN
3/7/2014	1188-14	DERRY TRADE SERVICES LLC	3330 PEACHTREE CORNERS CIR STE M	HVAC
3/7/2014	1189-14	DERRY TRADE SERVICES LLC	3330 PEACHTREE CORNERS CIR STE K	HVAC
3/7/2014	1190-14	DANA ROGERS	5450 PEACHTREE PKWY STE 2B	INTERIOR FINISH
3/7/2014	1191-14	WIDEDATA	3500 PARKWAY LN 5TH FLOOR	LOW VOLTAGE
3/7/2014	1192-14	WIDEDATA	3500 PARKWAY LN 6TH FLOOR	LOW VOLTAGE
3/7/2014	1193-14	ORDNER CONSTRUCTION CO., INC	5130 PEACHTREE PKWY	TEMPORARY SIGN
3/7/2014	1194-14	EBERLINE INC	4864 OAK MANOR DR	NEW HOME
3/7/2014	1195-14	EBERLINE INC	4867 OAK MANOR DR	NEW HOME
3/7/2014	1196-14	MITEC	3720 DAVINCI COURT STE 300	LOW VOLTAGE
3/7/2014	1197-14	MITEC	3720 DAVINCI COURT STE 400	LOW VOLTAGE
3/7/2014	1198-14	ROMANOFF RENOVATIONS	4080 DEERINGS DR	REMODEL
3/10/2014	1199-14	LORETTA HOLMES	6515 DEERINGS LANE	GARAGE ENCLOSURE
3/10/2014	1200-14	EAST ATLANTA BUILDERS,LLC	3230 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1201-14	EAST ATLANTA BUILDERS,LLC	3232 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1202-14	EAST ATLANTA BUILDERS,LLC	3234 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1203-14	EAST ATLANTA BUILDERS,LLC	3236 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1204-14	EAST ATLANTA BUILDERS,LLC	3238 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1205-14	EAST ATLANTA BUILDERS,LLC	3240 CLAUDIA CT	NEW TOWNHOUSE
3/10/2014	1206-14	STANLEY ELECTRIC	4845 SOUTH OLD PEACHTREE RD #400	ELECTRICAL
3/10/2014	1207-14	GEORGIA DELTA MECHANICAL	4478 EAST JONES BRIDGE RD	PLUMBING
3/11/2014	1208-14	CREEKSTONE BUILDERS, LLC	5258 FOX HILL COURT	PLUMBING
3/11/2014	1209-14	MAJESTIC CONTRACTING SERVICES	4327 STILSON CIRCLE	PLUMBING
3/11/2014	1210-14	GARY HOLDINGS GROUP, LLC	5701 SPALDING DRIVE COTTAGE 2(A)	NEW CONSTRUCTION
3/11/2014	1211-14	GARY HOLDINGS GROUP, LLC	5701 SPALDING DRIVE COTTAGE 2(B)	NEW CONSTRUCTION
3/11/2014	1212-14	GARY HOLDINGS GROUP, LLC	5701 SPALDING DRIVE COTTAGE 1(A)	NEW CONSTRUCTION
3/11/2014	1213-14	GARY HOLDINGS GROUP, LLC	5701 SPALDING DRIVE COTTAGE 1(B)	NEW CONSTRUCTION
3/11/2014	1214-14	NEOCOM SOLUTIONS	3817 MEDLOCK BRIDGE RD	CELL SITE
3/12/2014	1215-14	C W CONTRACTING	6450 SPALDING DRIVE STE A	INTERIOR FINISH
3/12/2014	1216-14	AVATOR CONSTRUCTION	6409 BAKER COURT STE A	INTERIOR REMODEL
3/12/2014	1217-14	LITE WORK	4456 SPALDING DRIVE	ELECTRICAL

02014-03-24

**SEIGAKUIN
SCHOOL**

AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2014-001 REQUEST FOR A SPECIAL USE PERMIT ON A 3.79 ACRE PARCEL ZONED R-100 (SINGLE FAMILY RESIDENTIAL) TO ALLOW THE ADDITION OF CHURCH AND COMMUNITY USES TO AN EXISTING SCHOOL FACILITY LOCATED IN DISTRICT 6, LAND LOTS 311 AND 312, PARCEL 004A AT 5505 WINTERS CHAPEL ROAD; APPLICANT: SEIGAKUIN SCHOOL

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

WHEREAS: Public Hearings were held by the Mayor and City Council of Peachtree Corners on March 18, 2014 and April 15, 2014;

NOW THEREFORE, The Mayor and City Council of the City of Peachtree Corners while in Regular Session on April 15, 2014 hereby ordain and approve the Zoning Case SUP2014-001, Seigakuin School, for the above referenced property with the following enumerated conditions:

1. Permitted uses shall be limited to school, educational, church and community uses.
2. Community uses shall not include commercial activities such as retail sales.
3. Community uses shall be conducted solely within the building.
4. All events on the property shall end by 9:00 PM with clean-up completed by 10:00 PM.
5. No outside sound or speaker systems shall be permitted.
6. Alcoholic beverages, except for religious use, shall be prohibited.
7. The maximum number of cars allowed on site is 130 and the maximum number of people on the property is 250.
8. Activities generating a greater parking demand than can be accommodated on site shall not be permitted.
9. Permanent signage advertising any of the additional uses or tenants shall not be permitted; however, temporary directional signage shall be permitted.
10. Approval shall be subject to reconsideration if more than three complaints are received within any 12 month period.
11. The school shall require and verify that the parking lot gates are secured after each use by any group.

Effective this 15th day of April, 2014.

So signed and Witnessed

Approved :

this _____ day of _____, 2013

Attest:

KyMBERly Chereck, City Clerk

(SEAL)

Mike Mason, Mayor

**CITY OF PEACHTREE CORNERS
COMMUNITY DEVELOPMENT DEPARTMENT**

SPECIAL USE PERMIT ANALYSIS

PLANNING COMMISSION DATE :MARCH 11, 2014
CITY COUNCIL DATE :APRIL 15, 2014

CASE NUMBER :**SUP2014-001**
APPLICATION REQUEST :ADD CHURCH AND COMMUNITY USES
TO EXISTING SCHOOL
LOCATION :5505 WINTERS CHAPEL ROAD
PROPERTY SIZE :3.790 ACRES
ZONING :R-100
FUTURE DEVELOPMENT MAP :SUBURBAN NEIGHBORHOOD
MAP NUMBERS :6-312-004A (Land Lots 311 and 312)

APPLICANT / OWNER :SEIGAKUIN ATLANTA INTERNATIONAL SCHOOL
5505 WINTERS CHAPEL ROAD
PEACHTREE CORNERS, GA 30360

CONTACT :MINAKO AHEARN PHONE: 770.730.0045

RECOMMENDATION: APPROVE WITH CONDITIONS

PROJECT DATA:

The applicant requests a Special Use Permit on a 3.79-acre parcel zoned R-100 (Single Family Residence District) to add church and community uses to an existing school. The Seigakuin Atlanta International School currently occupies the property. No additions or alterations to the existing buildings or site are being proposed.

The applicant's letter of intent states that the school currently uses their facility during normal school hours and would like to expand the use of the facility by leasing space to a church on Sundays for worship and Sunday school. They would also like to rent the space to community groups for evening classes on weeknights and Saturdays. The letter of intent further states that the School will pre-screen the candidates carefully and the lease contract will state specifically that programs will end by 9:00 PM and clean up needs to be completed by 10:00 PM; the parking lot will be used solely to park cars in designated areas and it will not be used for parties; alcoholic beverages, except for ceremonial use, are not allowed while renting the school's facilities; the maximum number of cars permitted on site is 130; the maximum number of people in the hall is 250 (170 adults and 80 children).

ZONING HISTORY:

The subject property has been zoned R-100 (Single Family Residence district) since 1970. In 2002, the property was granted a Special Use Permit (SUP-02-073) by Gwinnett County to permit a school. In 2006 a Change-In-Conditions (CIC-06-015) allowed the demolition of an existing one story residential structure and construction of a two story building within the same footprint.

DEPARTMENT ANALYSIS:

The subject property is a 3.79-acre site located at 5505 Winters Chapel Road, on the east side of Winters Chapel Road across from Spalding Lane. The site is currently used as a Japanese School, but was formerly a church. There are three buildings on the property: a one-story stucco school building, a two-story stucco school building, and a small accessory metal building. A mature landscaped screen exists along the north property line. Mature trees exist along the rear (east) property line, as well. The site increases in elevation along the right of way before sloping toward the rear of the property.

The character of the area is residential with single family residential development adjacent to all sides of the site and across from the site on Winters Chapel Road. The surrounding residential use is established and stable.

The 2033 Comprehensive Plan indicates that the parcel lies within the Suburban Neighborhood character area. This Character Area encourages institutional uses such as churches and schools provided they are located on a primary street. Winters Chapel Road is a primary street. This request to add church and community uses to an existing school could be consistent with the policies of the Character area and compatible with surrounding uses provided appropriate conditions are applied.

SUMMARY:

The applicant would like to maximize the use of their existing facility by accommodating other activities during times when school is not in session. Adding a church use should not be a concern since a church existed on the subject property previously with no history of complaint or problem. However, the activities of community groups during evenings and Saturdays are not as clearly understood and may vary widely. In order to ensure that such activities don't have a negative impact on surrounding residential properties or place an excess burden on existing roadway traffic, careful consideration needs to be given to prospective renters and parameters for the use of the facility should be established.

Therefore, after review of the applicant's proposal, it is recommended that the request for a Special Use Permit to allow the addition of church and community uses at 5505 Winters Chapel Road, SUP2014-001, be approved with the following conditions:

1. Permitted uses shall be limited to school, church and community uses.
2. Community uses shall not include commercial activities such as retail sales.
3. Community uses shall be conducted solely within the building.
4. All events on the property shall end by 9:00 PM with clean-up completed by 10:00 PM.
5. No outside sound or speaker systems shall be permitted.
6. Alcoholic beverages, except for ceremonial use, shall be prohibited.
7. The maximum number of cars allowed on site is 130 and the maximum number of people on the property is 250.
8. Activities generating a greater parking demand than can be accommodated on site shall not be permitted.
9. Signage advertising any of the additional uses or tenants shall not be permitted.
10. Approval shall be subject to reconsideration if more than three complaints are received within any 12 month period.

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	• 10 Copies	<input checked="" type="checkbox"/>
Boundary Survey with Legal Description	• 10 Copies	<input checked="" type="checkbox"/>
Site Plan	• 1 full size Copy • 10- 8-1/2" x 11" or 11" x 17" reductions	<input checked="" type="checkbox"/>
Letter of Intent	• 10 Copies	<input checked="" type="checkbox"/>
Applicant Certification with Notarized Signature	• 10 Copies	<input checked="" type="checkbox"/>
Property Owner Certification with Notarized Signature	• 10 Copies	<input checked="" type="checkbox"/>
Standards Governing Exercise of the Zoning Power	• 10 Copies	<input checked="" type="checkbox"/>
Disclosure Report Form (Conflict of Interest Certification/Campaign Contributions)	• 10 Copies	<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 all of the above	• 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	• 10 Copies	<input type="checkbox"/>
Traffic Study	• 10 Copies	<input type="checkbox"/>
Development of Regional Impact Review Form	• 2 Copies	<input type="checkbox"/>
Building Compliance Inspection	• 2 Copies	<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	OWNER INFORMATION
NAME: <u>Minako Ahearn</u>	NAME: <u>Minako Ahearn</u>
ADDRESS: <u>5505 Winters Chapel Road</u>	ADDRESS: <u>5505 Winters Chapel Road</u>
CITY: <u>Peachtree Corners</u>	CITY: <u>Peachtree Corners</u>
STATE: <u>GA</u> ZIP: <u>30360</u>	STATE: <u>GA</u> ZIP: <u>30360</u>
PHONE: <u>770-730-0045</u>	PHONE: <u>770-730-0045</u>
E-MAIL: <u>m.ahearn@seigakuin.us</u>	E-MAIL: <u>m.ahearn@seigakuin.us</u>
CONTACT PERSON: <u>Minako Ahearn</u> PHONE: <u>770-730-0045</u>	
CONTACT'S E-MAIL: <u>info@seigakuin.us/m.ahearn@seigakuin.us</u>	

APPLICANT IS THE:

OWNER'S AGENT PROPERTY OWNER CONTRACT PURCHASER

PRESENT ZONING DISTRICT(S): _____ REQUESTED ZONING DISTRICT: _____

LAND DISTRICT(S): 6th LAND LOT(S): 311 & 312 ACREAGE: 3.79

ADDRESS OF PROPERTY: 5505 Winters Chapel Road

PROPOSED DEVELOPMENT: Seigakuin Atlanta International School

Staff Use Only This Section

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

Fees Paid: _____ By: _____

Related Cases & Applicable Conditions:

Description: _____

RESIDENTIAL DEVELOPMENT

NON-RESIDENTIAL DEVELOPMENT

No. of Lots/Dwelling Units _____

No. of Buildings/Lots: 3

Dwelling Unit Size (Sq. Ft.): _____

Total Bldg. Sq. Ft.: 17,000 SQUARE FEET

Gross Density: _____

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-100, 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-10, 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-1, C-2, C-3, O-1, OBP, M-1, 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

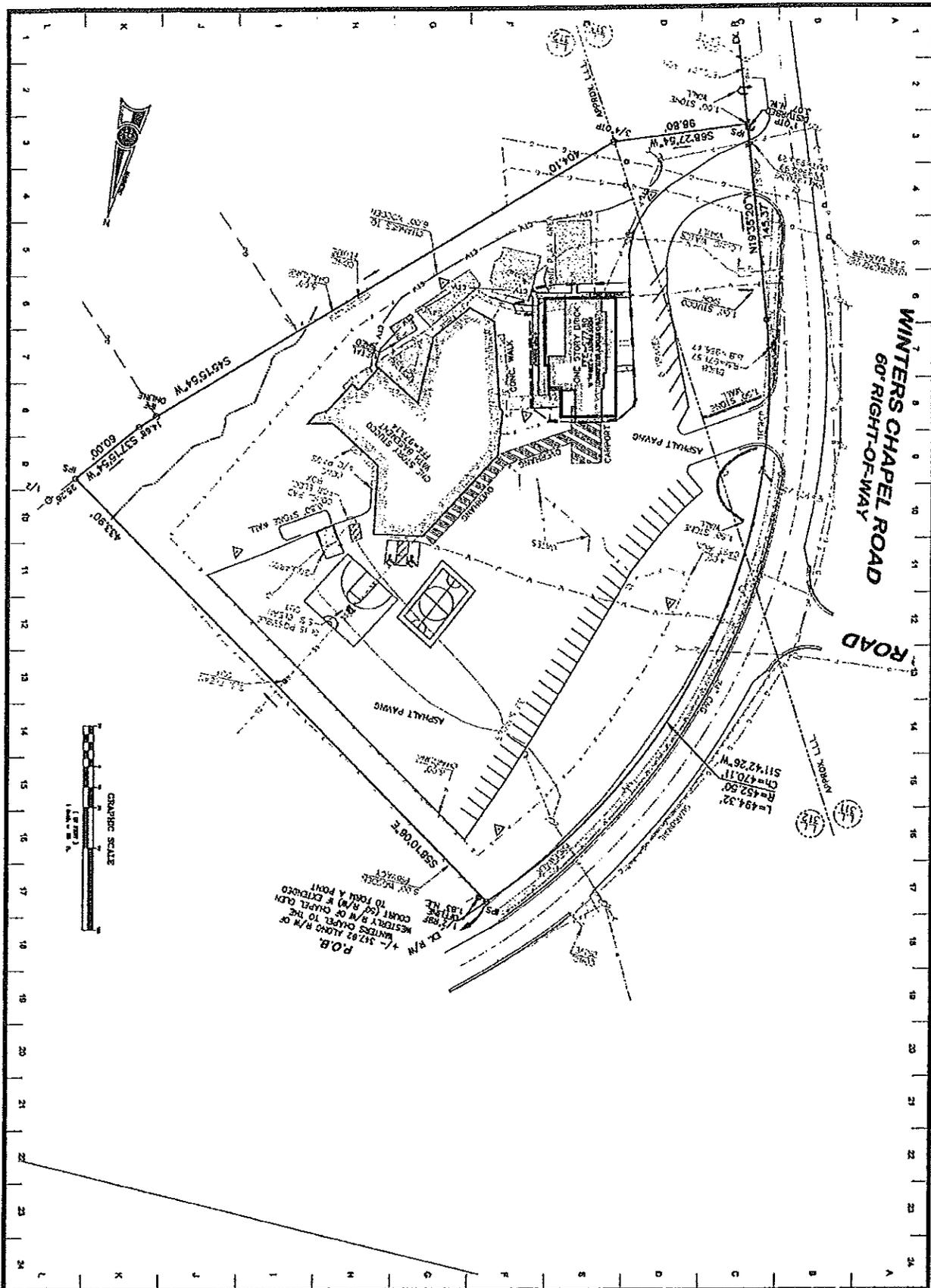
3. Mixed-Use (MUD and MUO) or High Rise Residential (HRR)

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).



1 of 1	DATE	NO.	DESCRIPTION	CONCEPT PLAN	PROJECT	Seigakuin Atlanta International School Winters Chapel Land Lot 1311 of 64 Acres Oconee County, Georgia	Precision Planning, Inc. planners, engineers, architects & surveyors P.O. Box 2710 620 Pda Boulevard Lawrenceville, GA 30044-2710 (770) 336-8900 (770) 332-3893 Fax www.ppinc.com	STAMP
	REV							
	FILE NUMBER	DATE	REVISION	CLIENT	PROJECT	DATE	BY	STAMP

Legal Description

(5505 Winters Chapel Road, Doraville, Gwinnett County, Georgia)

All that tract or parcel of land lying and being in Land Lots 311 and 312 of the 6th District, Gwinnett County, Georgia, as more particularly described as follows:

To find the true point of beginning commence at the common intersection of Land Lots 306, 307, 311 and 312 and proceeding northwesterly along the northeastern line of Land Lot 311 and the southwestern line of Land Lot 312 north 32 degrees 00 minutes 00 seconds west a distance of 539.50 feet to an iron pin found and the TRUE POINT OF BEGINNING; thence proceeding south 67 degrees 05 minutes 00 seconds west a distance of 98.80 feet to a nail set along the easterly right-of-way of Winters Chapel Road (a 60' right-of-way); thence proceeding along said easterly right-of-way of Winters Chapel Road north 20 degrees 58 minutes 14 seconds west a distance of 145.37 feet to a point; thence proceeding along an arc of a curve to the right along said easterly right-of-way of Winters Chapel Road an arc distance of 178.63 feet to a point, said arc having a radius of 452.50 feet and being subtended by the chord bearing north 10 degrees 19 minutes 32 seconds east a distance of 470.11 feet; thence continuing along said arc of a curve to the right an arc distance of 494.33 feet to an iron pin found, said arc having a radius of 452.50 feet and being subtended by the chord bearing north 10 degrees 19 minutes 32 seconds east a distance of 470.11 feet; thence leaving said right-of-way of Winters Chapel Road and proceeding south 59 degrees 33 minutes 00 seconds east a distance of 433.90 feet to an iron pin found; thence proceeding south 35 degrees 53 minutes 00 seconds west a distance of 60.00 feet to an iron pin found; thence proceeding south 43 degrees 53 minutes 00 seconds west a distance of 14.60 feet to an iron pin found; thence continuing south 43 degrees 53 minutes 00 seconds west a distance of 119.80 feet to an iron pin found; thence continuing south 43 degrees 53 minutes 00 seconds west a distance of 404.10 feet to an iron pin found and the TRUE POINT OF BEGINNING, being improved property containing 3.79 acres, more or less, all as shown on that certain survey prepared for The First Romanian Baptist Church, Inc., NationsBank, N.A. and Lawyers Title Insurance Corporation, drawn by Perry E. McClung, G.R.L.S. No. 1541 of McClung Surveying, Inc.



January 23, 2014

BY HAND DELIVERY

Ms. Lynn Pierson
Zoning Administrator
City of Peachtree Corners
147 Technology Parkway
Suite 200,
Peachtree Corners, GA 30092

RE: Application by Seigakuin Atlanta International School for a Change in Condition ("*Application*") relating to SUP-02-073, an approximately 3.79-acre parcel located at 5505 Winters Chapel Road, Peachtree Corner, Georgia (the "*Property*")

Dear Ms. Pierson,

This letter of intent is submitted by Seigakuin Atlanta International School (the "*School*") with respect to the referenced Application to describe the Application.

In 2002, the School applied for and was granted a special use permit (SUP-02-073) to allow operation of a private school on the Property. The Property is an approximately 3.79-acre parcel that is zoned R-100 (Single-Family Residence District) and located on the east side of Winters Chapel Road, across from Spalding Lane. At the time the School made its application for SUP, the Property was being used as a church facility. The SUP application was approved with a number of conditions. A copy of the Gwinnett County Departments' analysis of the SUP Application, which includes the approved SUP with conditions, is enclosed.

There are three buildings on the Property: a one-story stucco school building, a two-story stucco school building, and a small accessory metal building. The property has parking spaces for approximately 130 cars including outside and inside the fenced area. The assembly hall has seating capacity as follows: 170 adult size chairs plus 80 children size chairs. The enrollment is well within the maximum population of 110 set by the existing SUP. There will be no change to the existing buildings.

The School's request is limited to the following:

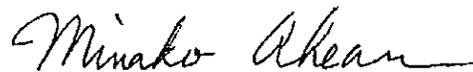
- A. To lease the existing space to a church on Sundays for worship and Sunday school;
- B. To rent the existing space to community groups for evening classes on weeknights and Saturdays;
- C. School will pre-screen the candidates carefully. The lease contract will state specifically that
 - Programs need to end by 9:00 pm and clean up needs to be completed by 10:00pm;
 - The parking lot will be used solely to park cars in designated area and it will not be used for parties;
 - Alcoholic beverages, except for ceremonial use, are not allowed while renting our facilities;
 - The maximum number of cars is 130. The maximum number of people in the Hall is 250 (170 adult + 80 children).

In support of this Application, the School submits the following:

- (1) Application Form
- (2) Boundary Survey with Legal Description
- (3) Site Plan
- (4) Letter of Intent
- (5) A copy of the Gwinnett County Departments' analysis of the SUP Application, which includes the approved SUP with conditions
- (6) Applicant Certification with Notarized Signature
- (7) Property Owner Certification with Notarized Signature
- (8) Standards Governing Exercise of the Zoning Power
- (9) Disclosure Report Form (Conflict of Interest Certification/ Campaign Contributions)
- (10) Verification of Paid Property Taxes (most recent year)
- (11) Electronic copy of all of the above
- (12) Application Fee

The School respectfully requests that the Peachtree Corner City grants the approval of the change in conditions as requested by the Application. The School is happy to answer any questions or provide any information that you may have with regards to the application. Please feel free to call us if you have any questions.

Sincerely,



Minako Ahearn
Managing Director of the Board
Principal
Seigakuin Atlanta International School

GWINNETT COUNTY PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE PERMIT ANALYSIS

CASE NUMBER : SUP-02-073
ZONING : R-100
LOCATION : 5500 BLOCK OF WINTERS CHAPEL ROAD
MAP NUMBER : 6-312-004A
ACREAGE : 3.790 ACRES
PROPOSED DEVELOPMENT : PRIVATE SCHOOL
UNITS/SQUARE FEET : 17,000 SQUARE FEET
COMMISSION DISTRICT : (2) NASUIT

LAND USE PLAN RECOMMENDATION: INSTITUTIONAL / PUBLIC

APPLICANT: SEIGAKUIN ALTANTA INTERNATIONAL
3007 HERMANEE DRIVE
ATLANTA GA 30319

CONTACT: MINAKO AHEARN PHONE: 770.476.1335

OWNER: FIRST ROMANIAN BAPTIST CHURCH
5505 WINTERS CHAPEL ROAD
DORAVILLE GA 30340

DEPARTMENT RECOMENDATION: APPROVAL WITH CONDITIONS

PROJECT DATA:

The applicant requests approval of a Special Use Permit for a private school on a 3.79-acre parcel zoned R-100 (Single-Family Residence District). The property is located on the east side of Winters Chapel Road, across from Spalding Lane. Presently the site is utilized as a church facility. The proposed school would not be affiliated with the church, and the church would be moved to a new location. The applicant anticipates enrollment at the school would be approximately 100 students. Access to the site is gained by three entrance/exits onto the property from Winters Chapel Road.

The site contains a single-story brick residential structure, a one-story stucco church building, and a small accessory metal building. The applicant should note that if the residential structure is to be used for the operation of the business and has not previously been converted for non-residential uses, then a Building Compliance Inspection and building code improvements would be required. The site plan indicates a small expansion of

SUP-02-073 (GB)

the parking lot would occur in the northwestern portion of the site. A decorative fence is proposed along Winters Chapel Road and enclosing the majority of the parking area. The decorative fence would connect with an existing fence and a proposed fence along the rear property lines. Two playground areas have been indicated on the plan, one located in the northeastern corner (rear) of the site and the other in the southern portion of the site.

ZONING HISTORY:

The subject property has been zoned R-100 (Single-Family Residence District) since 1970.

GROUNDWATER RECHARGE AREA:

The subject property is not located within an identified Significant Groundwater Recharge Area. The Georgia Department of Community Affairs and Department of Natural Resources have mandated that Significant Groundwater Recharge Areas be identified and that minimum lot sizes for septic tanks be increased in these resource areas. Please contact the Gwinnett County Board of Health for septic system information and/or Gwinnett Department of Public Utilities regarding availability of sanitary sewer for this site.

WETLANDS INVENTORY:

The subject property does not contain areas, streams and/or bodies of water depicted as wetlands on the U.S. Department of Interior, Fish and Wildlife Service - National Wetlands Inventory map on file with the Gwinnett Department of Planning and Development.

OPEN SPACE AND GREENWAY MASTER PLAN:

There are no adopted or proposed greenway/bikeway routes affecting this property at this time.

DEVELOPMENT REVIEW SECTION COMMENTS:

Parking spaces shall be provided at a minimum ratio of two spaces per classroom for elementary.

SUP-02-073 (GB)

GWINNETT COUNTY DEPARTMENT OF TRANSPORTATION COMMENTS:

Winters Chapel Road is a minor arterial and 40 feet of right-of-way is required from centerline, with 50 feet required within 500 feet of an intersection.

Prior to occupancy as a school, the applicant must certify sight distance in accordance with the Development Regulations for all of the existing driveways at the site. Any drives that do not have the minimum required sight distance must be removed and/or relocated. Any reconstructed driveways must meet all requirements of the Development Regulations.

GWINNETT COUNTY ENVIRONMENTAL HEALTH COMMENTS:

Contact Gwinnett County Environmental Health Department concerning septic involvement. Must submit 3 soil report and detailed site plan with 2 foot topo and soils transposed onto plat. Food service requirements will also need to be addressed.

GWINNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES COMMENTS:

The available utility records show that the subject development is currently in the vicinity of an 8-inch water main located on the eastern right-of-way of Winters Chapel Road.

Due to the uncontrollable variables, the Department of Public Utilities makes no guarantees as to the minimum pressures or volumes available at a specific point within its system. Demands imposed by the proposed development may require reinforcements or extensions of existing water mains. Any cost associated with such required reinforcements or extensions will be the responsibility of the development and will not be provided by this department.

The available utility records show that the subject development is currently in the vicinity of an 8-inch sanitary sewer main line located approximately 75 feet northeast of the property in the right-of-way of Chapel Glenn Court.

The subject development is located within the Crooked Creek service area. There are currently no connection restrictions within this service area. Treatment capacity within this basin is presently available on a first come-first serve basis.

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Demands imposed by the proposed development may require reinforcements or extensions of existing sewer mains. Any cost associated with such required reinforcements or extensions will be the responsibility of the development and will not be provided by this department.

As-built information for this department is dependent upon outside entities to provide the record drawings for the utilities. Therefore this department does not guarantee the accuracy of the information provided.

Extensions of the water and/or sanitary sewer systems within the subject development must conform to this department's policies and Gwinnett County's ordinances. Proceeding design, construction, inspection, and final acceptance of the required utilities, service to these utilities would then become available under the applicable utility permit rate schedules.

BUILDING CONSTRUCTION SECTION COMMENTS:

Building Plan Review has no objections to this special use permit request under the following conditions:

1. Applicant shall submit to Building Plan Review the architectural, structural, mechanical, electrical, and plumbing drawings for each existing building in addition to a detailed description of the intended use for each room within the building. Upon review of plans, Building Plan Review will identify all applicable code compliance items, if any, that shall be addressed prior to commencing the desired operation.

For assistance, you may contact this office at ⁶⁷⁸⁻⁵¹⁸⁻⁶⁰⁰⁰~~770-822-7500~~
Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m.

GWINNETT COUNTY FIRE SERVICES DEPARTMENT COMMENTS:

The Fire Marshal's office has no objections to the above rezoning requests, under the following conditions:

1. Applicant submits civil drawings to the Fire Marshal's Office for review and approval.

SUP-02-073 (GB)

2. Applicant submits architectural drawings for review and approval by the Fire Marshal's Office.
3. Upon completion of plan review approvals, applicant successfully achieves a satisfactory fire field inspection, for issuance of a Certificate of Occupancy - Business Operation.

For assistance, you may contact this office at (770) 866-7690, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m.

DEPARTMENT ANALYSIS:

The property is a 3.79-acre parcel located on Winters Chapel Road, across from Spalding Lane. A church presently utilizes the property, and it contains a single-family residential structure, one-story church building and accessory building.

The Gwinnett County 2020 Land Use Plan map indicates the property is suitable for Institutional/Public uses, while the Area Plan Policy map indicates the site is located within a Major Activity Center. A private school would be consistent with these recommendations.

The character of the area is primarily residential in nature. Adjacent to all sides of the subject site and across Winters Chapel Road, properties are zoned R-100. Further south, in DeKalb County, there are additional residential properties, as well as a commercial strip center and a water treatment facility. North of the site, in Fulton County, there are additional residences. The proposed private school would be consistent with the adjacent and nearby developments. Provided conditions are established to maintain the character of the area, adverse impacts would not be anticipated.

In conclusion, the proposed private school would be compatible with the surrounding development of the area and would be consistent with the policies of the Land Use Plan and Area Plan. Therefore, the Department of Planning and Development recommends APPROVAL WITH CONDITIONS of this request.

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PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS

Approval of a Special Use Permit for a private school subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Allow a private school as a Special Use within the existing structures. Bring all structures into compliance with applicable codes prior to a certificate of occupancy.
 - B. Any additions to existing buildings or new construction shall be constructed with exteriors of brick, stacked stone, or stucco.
2. To satisfy the following enumerated site development considerations:
 - A. Provide a 20-foot natural and undisturbed buffer adjacent to residentially zoned property, excluding existing structures. Interior to the buffer, construct a 100% opaque, six-foot high wooden fence.
 - B. Signage shall be limited to a single monument-type sign not to exceed six feet in height. The base of the sign shall be brick, stacked stone or stucco, matching the exterior of the existing buildings.
 - C. Dumpsters shall be enclosed by a 100% opaque brick wall. Hours of dumpster pick-up shall be limited to between 7:00 A.M. and 7:00 P.M.
3. To abide by the following requirements, dedications and improvements:
 - A. Prior to occupancy as a school, the applicant must certify sight distance in accordance with the Development Regulations for all of the existing driveways at the site. Any drives that do not have the minimum required sight distance must be removed and/or relocated. Any reconstructed driveways must meet all requirements of the Development Regulations.

SUP-02-073 (GB)

Continued use of the driveways shall be subject to review and approval of Gwinnett Department of Transportation. Removal or reconstruction of one or more of the existing driveways may be required.

SUP-02-073 (GB)

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDATIONS
STANDARDS GOVERNING THE EXERCISE OF ZONING

SUITABILITY OF USE

The approval of a Special Use Permit for a private school at this location would be considered suitable with the surrounding development in the area.

ADVERSE IMPACTS

Adverse impacts would be minimized with the provided conditions.

REASONABLE ECONOMIC USE AS ZONED

The property has a reasonable economic use as presently zoned.

IMPACT ON PUBLIC FACILITIES

Minimal impacts would be anticipated as a result of the approval of the request, primarily from increased traffic during peak drop off/pick up times for children and with utility demand.

CONFORMITY WITH POLICIES

The request is in conformance with the policies of the Land Use Plan and Area Plan Policy.

CONDITIONS AFFECTING ZONING

The property is presently used as a church facility, which is an institutional use. The proposed use would place a private school on the site, which is also an institutional use.

CASE NUMBER SUP-02-073

BOARD OF COMMISSIONERS

GWINNETT COUNTY

LAWRENCEVILLE, GEORGIA

RESOLUTION

READING AND ADOPTION:

At the regular meeting of the Gwinnett County Board of Commissioners, held in the Justice and Administration Center Auditorium, 75 Langley Drive, Lawrenceville, Georgia.

Present

- Wayne Hill, Chairman
- Marcia Neaton-Griggs, District 1
- Albert Nasuti, District 2
- John Dunn, District 3
- Kevin Kenerly, District 4

VOTE

- AYE
- AYE
- AYE
- AYE
- AYE

On motion of COMM. NASUTI, which carried 5-0, the following resolution was adopted:

A RESOLUTION TO GRANT A SPECIAL USE PERMIT

WHEREAS, the Municipal-Gwinnett County Planning Commission has held a duly advertised public hearing and has filed a formal recommendation with the Gwinnett County Board of Commissioners upon an Application for a Special Use Permit by

SEIGAKUIN ATLANTA INTERNATIONAL

for the proposed use of PRIVATE SCHOOL

on a tract of land described by the attached legal description, which is incorporated herein and made a part hereof by reference; and

CASE NUMBER SUP-02-073

WHEREAS, notice to the public regarding said Special Use Permit Application has been duly published in THE GWINNETT DAILY POST, the Official News Organ of Gwinnett County; and

WHEREAS, a public hearing was held by the Gwinnett County Board of Commissioners on September 24, 2002 and objections were filed.

NOW, THEREFORE, BE IT RESOLVED by the Gwinnett County Board of Commissioners this the 24th day of September, 2002 that the aforesaid application for a Special Use Permit is hereby APPROVED subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Allow a private school as a Special Use within the existing structures. Bring all structures into compliance with applicable codes prior to a certificate of occupancy.
 - B. Any additions to existing buildings or new construction shall be constructed with exteriors of brick, stacked stone, or stucco.

CASE NUMBER SUP-02-073

2. To satisfy the following enumerated site development considerations:

- A. Provide a 20-foot buffer adjacent to residentially zoned property, existing pavement within the 20-foot buffer shall be removed. Where the buffer is sparsely vegetated it shall be replanted to buffer standards to include the planting of a double row of Leyland Cypress, minimum 6-feet tall at time of planting, 10-feet on center. Interior to the buffer, construct a 6-foot high chain link black vinyl-coated fence. The landscape enhancement and fence requirement shall not be required within the Colonial Pipeline easement or within the front building setback. Final landscape enhancement plan and fence location plan to be submitted to Director of Planning and Development prior to the issuance of any permits or Certificate of Occupancy.
- B. Signage shall be limited to a single monument-type sign not to exceed six feet in height. The base of the sign shall be brick, stacked stone or stucco, matching the exterior of the existing buildings. There shall be no sign on the building façade.
- C. Dumpsters shall be enclosed by a 100% opaque brick wall. Hours of dumpster pick-up shall be limited to between 7:00 A.M. and 7:00 P.M. Food services and other pickup and deliveries to the school shall be limited to the same hours.
- D. Provide permanent closure of the northern most driveway if recommended and approved by the Director of the Gwinnett Department of Transportation. Construct a deceleration lane at the middle driveway, and restrict traffic to right-in/right-out traffic flow. This condition shall be reviewed by the Department of Transportation for safety and further recommendations. Removal or reconstruction of one or more of the driveways shall be subject to review and approval of the Director of the Gwinnett Department of Transportation.

CASE NUMBER SUP-02-073

- E. The applicant shall request the inspection of existing septic system and make necessary improvements as may be required prior to the issuance of any permits or Certificate of Occupancy.
3. To abide by the following requirements, dedications and improvements:
- A. Prior to occupancy as a school, the applicant must certify sight distance in accordance with the Development Regulations for all of the existing driveways at the site. Any drives that do not have the minimum required sight distance must be removed and/or relocated. Any reconstructed driveways must meet all requirements of the Development Regulations. Continued use of the driveways shall be subject to review and approval of Gwinnett Department of Transportation. Removal or reconstruction of one or more of the existing driveways may be required.
- B. The school shall be limited up to sixth grade.
- C. The school shall be limited to a student population of no more than 110.
- D. There shall be no overnight stays or residential use of the house or school buildings on the property other than for specific school-related functions allowable up to six nights per year. There shall be no boarding of students, dormitories or like use of the property.

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: *F. Wayne Hill*

F. Wayne Hill, Chairman

Date Signed: *Oct. 4, 2002*

ATTEST:

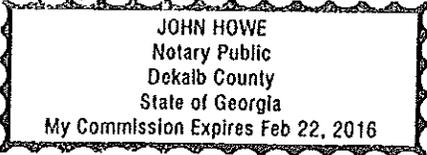
Brenda Maddy
County Clerk

APPLICANT'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council.

Minako Ahearn Dec. 3, 2013
Signature of Applicant Date

Minako Ahearn, Managing Director of the Board / Principal
Type or Print Name and Title

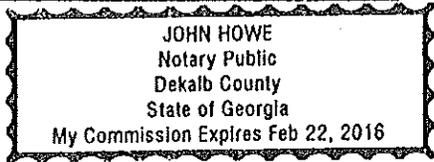
[Signature] 12/3/2013 
Signature of Notary Public Date Notary Seal

PROPERTY OWNER'S CERTIFICATION

The undersigned below states under oath that they are authorized to make this application. The undersigned is aware that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the city council unless waived by the city council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the city council. As the property owner, I authorize the above noted applicant to act on my behalf with regard to this application.

Minako Ahearn Dec. 3, 2013
Signature of Property Owner Date

Minako Ahearn, Managing Director of the Board / Principal
Type or Print Name and Title

[Signature] 12/3/2013 
Signature of Notary Public Date Notary Seal

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?

See attached.

- 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?

See attached.

- 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?

See attached.

- 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?

See attached.

- 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?

See attached.

- 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?

See attached.

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

A.

This proposed use is compatible with the neighborhood and the current existing use of the property as a school. Until 2002, this location was permitted to be used as a church under SUP from Gwinnett County. Churches and schools are considered, from a land use perspective, to be compatible with residential areas and are therefore generally located in residential areas thus making them more accessible to the students that live in the surrounding area. This standard is favorable to the granting of the Application.

B.

As stated above, the proposed change in the current Special Use Permit the school holds is compatible with the use and development of the surrounding residentially zoned property. The evening classes and the Sunday church services and Sunday schools will be housed entirely within the existing facilities. In fact, the availability of facilities for evening classes and Sunday school and church space could be considered a positive effect on the surrounding neighborhood.

C.

The use of the property as a church or evening classes does not impart any unique or specific benefit to the economic value of the property. The proposed additions will have reasonable economic use as currently zoned.

D.

The proposed use will result in a minimal increase of traffic in the area, as the peak traffic impact will be on Sunday mornings and evening hours on weekdays. There will be no significant impact on utilities.

E.

As stated above, schools and churches are normally located in residential areas where families live. This use of the property will be in conformity with the intent of the land use plan and greatly favors the granting of the Application.

F.

This proposed use would not involve the construction of any new buildings.

The applicant believes these factors greatly favor the granting of the Special Use Permit - Change in Conditions and respectfully requests the City Council to approve this application as submitted.

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?

CHECK ONE: YES NO Minako Ahearn
 (If yes, please complete the "Campaign Contributions" section below) Print Name

1. CAMPAIGN CONTRIBUTIONS

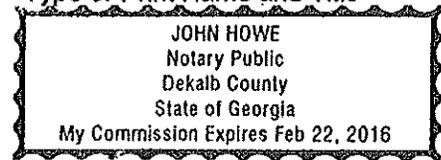
Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

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.

Minako Ahearn Dec. 3, 2013 Minako Ahearn, Managing Director/ Principal
 Signature of Applicant Date Type or Print Name and Title

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

[Signature] Dec. 3, 2013
 Signature of Notary Date



Notary Seal



GWINNETT COUNTY

Board of Assessors Office

(770)822-7200

TDD #(770)822-7875

February 5, 2003

Seigakuin Atlanta Int School
c/o Minako Oki Ahearn
3007 Hermance Drive
Atlanta, GA 30319

RE: R6312 004A

Dear Minako Oki Ahearn:

The Gwinnett County Board of Assessors has reviewed your application for exempt status on the above referenced parcels.

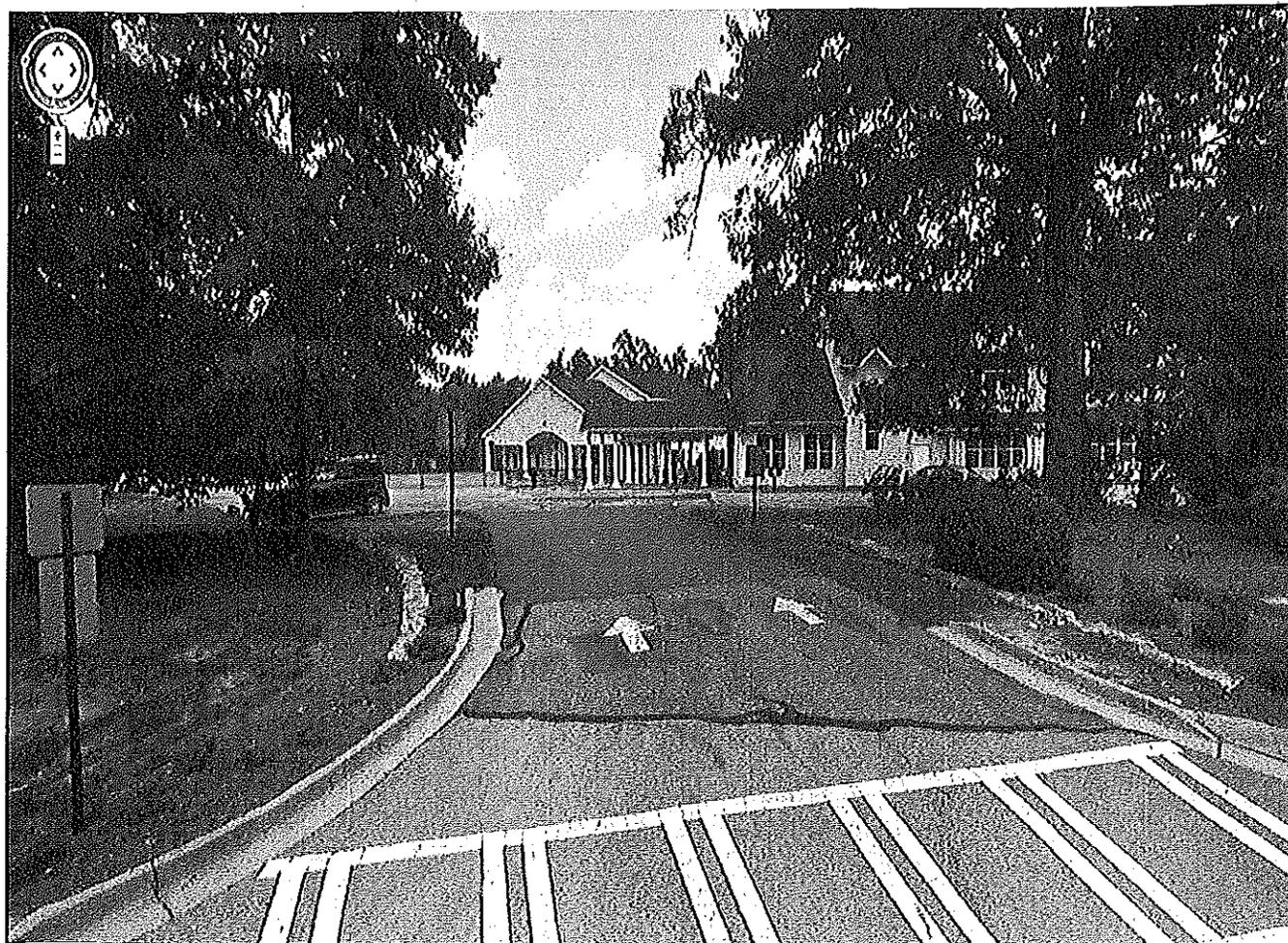
The Board has determined that the property does meet the qualifications set forth in O.C.G.A. 48-5-41 and is hereby granted exempt status in Gwinnett County. Your exempt status begins with the tax year of 2003 and will be reviewed again in two (2) years.

Our wishes for continued success are with you.

Sincerely,

Steve Pruitt
Secretary Board of Assessors

SP/gr





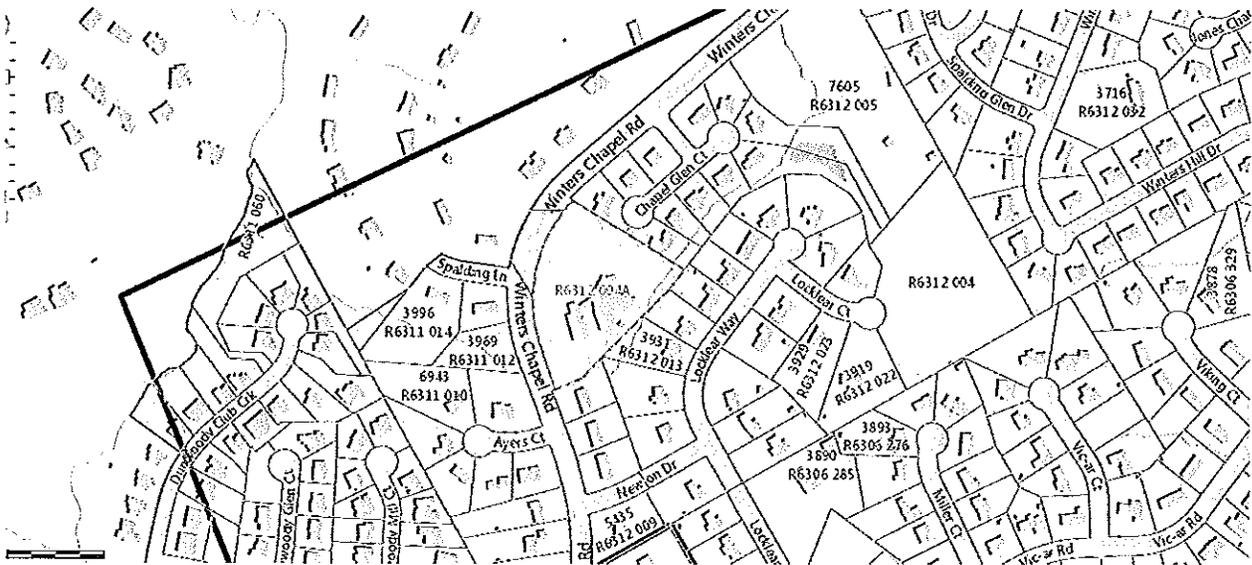
CITY OF
**Peachtree
 CORNERS**
 Innovative & Remarkable

CITY OF PEACHTREE CORNERS
 COMMUNITY DEVELOPMENT

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

PUBLIC HEARING

Seigakuin Atlanta International School



CASE NUMBER:

SUP2014 001

PLANNING
 COMMISSION

CITY COUNCIL
 1ST READING

CITY COUNCIL
 2ND READING

HEARING DATES:

**MARCH 11,
 2014**

**MARCH 18,
 2014**

APRIL 15, 2014

PROPERTY ADDRESS:

5505 WINTERS CHAPEL ROAD

PH2014-002

**RELIANCE
DEVELOPMENT**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: March 18, 2014

SUBJECT: PH2014 002 Peachtree Reserve

In accordance with the Peachtree Corners Development Regulations, the Peachtree Reserve subdivision final plat has been submitted for final acceptance.

The Gwinnett County Development and Planning staff has completed the required review and inspections, and has released the project. Performance and maintenance bonds have been provided to the City. The entrance landscaping as required by the zoning conditions will be complete prior to issuance of the first certificate of occupancy for the first home constructed. The streets are private and will be maintained by the Homeowner's Association.

The attached plat has been recorded in the Gwinnett County Real Estate records. The 'final acceptance' is a procedural requirement to acknowledge completion of this phase of development and does not encumber the City with any additional responsibility.

SUBDIVISION PLAT ACCEPTANCE

NAME: PEACHTREE RESERVE
LOCATION: BUSH ROAD
LEGAL DESCRIPTION: 6TH DISTRICT, LAND LOT 300

The Mayor and City Council of the City of Peachtree Corners, while in Regular Session on March 18, 2014, ratified the acceptance of all dedications for Peachtree Reserve subdivision (PH2014 002); as required by the Peachtree Development Regulations Article 11. 1.4. I

Approved:

Mike Mason, Mayor

ATTEST:

_____(SEAL)
Kym Chereck, City Clerk

GMA AGREEMENT

AGREEMENT

STATE OF GEORGIA

COUNTY OF _____

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

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

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

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

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

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

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

GEORGIA MUNICIPAL ASSOCIATION, Inc.

CITY OF PEACHTREE CORNERS, GEORGIA

By: _____

By: _____

Its: _____

Its: _____



EXHIBIT A

GEORGIA MUNICIPAL ASSOCIATION
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

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

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

Collection/Discovery of Business Insurance License Fees Name of Project

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

BY: GMA Authorized Officer or Agent Date

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

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

Notary Public My Commission Expires:

CITYSOURCED

CITYSOURCED, INC.
MOBILE APPLICATION CUSTOMER AGREEMENT

This Mobile Application Customer Agreement (this "Agreement") is entered into by and between CitySourced, Inc. ("Provider"), having a principal place of business at 1545 Sawtelle Blvd., Suite 36, Los Angeles, CA 90025 and the City of Peachtree Corners, Georgia, a municipal corporation ("Subscriber") and is effective upon signature by the Subscriber (the "Effective Date"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Software, Support Services.

1.1 General. Provider is an application services provider that has developed a mobile application that allows end users to send messages to governmental entities via a mobile device (the "Application"). Provider has developed associated software that allows governmental entities the ability to receive and respond to such messages (together with future versions of such software made by Provider from time to time, collectively the "Software"), as further described on Schedule A.

1.2 Access, Fees. Commencing no later than 21 days after the Effective Date, and provided that the Subscriber has delivered all necessary assets to Provider for deployment, Provider shall provide to Subscriber access to the Software at the level described in the attached Schedule A via an Internet web browser under the terms and conditions of this Agreement and in consideration of the fees described in Schedule A.

1.3 Support Services. Subscriber acknowledges and agrees that Provider does not provide support or custom development for the Software, except pursuant to a separate, written support and custom development agreement and at Provider's hourly charges as defined in Schedule A.

1.4 No Consulting or Advisory Services. Subscriber acknowledges and agrees that Provider is not providing any consulting or advisory services to Subscriber, legal or otherwise, in connection with the Software or Application.

1.5 Geographical Files. Promptly following the Effective Date, Subscriber shall provide to Provider the geographic boundary file for the applicable covered area (the "Area") in the form of an ESRI shape file. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Subscriber at the Provider's request if such data exists.

1.6 Promotion. In consideration for the rights granted hereunder by Provider, Subscriber agrees to use its reasonable, good faith efforts to promote the Application in the Area, which includes without limitation (a) posting a link on Subscriber's main website page to Provider's website for the downloading of the Application, (b) emailing or otherwise notifying the residents in the Area of the availability of the Application and associated services, and (c) contacting local news and media outlets about the availability of the Application and associated services.

1.7 Website Linkbacks. Promptly following the Effective Date, Subscriber shall insert a text hyperlink to <http://www.citysourced.com> from their public facing website. The text of the hyperlink shall be determined by the Provider.

2. Intellectual Property Rights. Subject to the terms and conditions of this Agreement, Provider hereby grants to

Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the versions of the Software indicated on Schedule A as specifically permitted hereunder. The Provider also hereby grants to Subscriber an irrevocable, perpetual, royalty-free license to all information stored by the Software and Application as assigned and used by the Subscriber ("Data"). Other than the rights expressly granted in this Agreement, each party retains all of its rights to its trademarks, logos, trade names, and service marks (collectively, "Brands"), Web site(s), technologies, patents, copyrights, trade secrets, know-how, and other intellectual property and proprietary rights. Without limiting the generality of the foregoing, Provider shall at all times solely and exclusively own all rights, title, and interest in and to the Software, Application and Data, and all intellectual property rights therein. No implied licenses are granted herein. Subscriber agrees not to use any reverse compilation, reverse engineering, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the Application or Software or replicate the functionality of the Application or Software for any purpose. Subscriber shall not remove, modify, or obscure any Provider or other copyright, trademark, and other proprietary notices affixed to or displayed on the Application or Software, and shall not allow any third party to take any such action.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and continue until the "Termination Date" listed on Schedule A, or terminated in the manner provided in Section 3.2 Below.

3.2 Termination. Either party may terminate this Agreement at any time upon written notice in the event the other party has committed a material breach of this Agreement which remains uncured forty-five (45) days after written notice of such breach, except that Provider may terminate this Agreement immediately upon written notice for failure by Subscriber to pay the required fees or breach of Sections 2 or 4.

3.3 Effect of Termination. Upon termination for any reason, Subscriber shall cease all use of the Software and Application.

4. Confidential Information.

4.1 Definition of Confidential Information. Provider and Subscriber understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, proprietary or confidential information of the other party, including, but not limited to, trade secrets, Web site usage statistics, marketing and business plans and technical information ("Confidential Information").

4.2 Protection of Confidential Information. Each party agrees that it shall not, during the term of this Agreement and after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party, unless the receiving party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date of this Agreement, or (ii) is or becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a third party not under an obligation of confidentiality; or (iv) was independently developed by the receiving party without the use

of the disclosing party's Confidential Information. The receiving party will have the right to disclose Confidential Information without being in breach of this Agreement to the minimum extent necessary to comply with a lawful court order or government regulation, provided that the receiving party provide the disclosing party with advance written notice thereof, and reasonably cooperates with the disclosing party to seek confidential or protective treatment of such Confidential Information. In addition, the receiving party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the disclosing party. With respect to Confidential Information disclosed by a party under this Agreement, this Section 4 shall supersede any existing agreement relating to confidential treatment and/or non-disclosure of Confidential Information.

5. **Warranties.**

5.1 **By Both Parties.** Each party represents and warrants to the other party that (i) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, and (ii) this Agreement shall not conflict with any other agreement entered into by it.

5.2 **By Subscriber.** Subscriber represents, warrants, and covenants that it shall comply with all applicable laws of the United States of America, any State thereof, and any other applicable rules, ordinances, and regulations in connection with the performance of Subscriber's obligations under this Agreement.

6. **Disclaimer.** THE SOFTWARE AND APPLICATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND SUBSCRIBER'S USE OF THE SOFTWARE AND APPLICATION OR ANY DATA ACCESSED OR OBTAINED THEREFROM IS SOLELY AT SUBSCRIBER'S OWN RISK. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR APPLICATION WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SOFTWARE AND APPLICATION, OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

7. **Limitation of Liability.** EXCEPT FOR A BREACH OF SECTIONS 2 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. PROVIDER'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

8. **Force Majeure.** Provider shall not be liable to Subscriber or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, terrorism, lightning, fire, strike or any other causes beyond Provider's reasonable control.

9. **Verification.** Provider may, at its expense, automatically audit Subscriber's use of the Software and Application, provided that any such audit shall not interfere with Subscriber's business activities. Provider shall be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing Subscriber's internal information technology networks and do not materially interfere with Subscriber's use of the Software. If an audit reveals that Subscriber has utilized more users than authorized or otherwise underpaid fees to Provider, Subscriber shall pay Provider applicable fees based upon Provider's then-current fee schedule. Subscriber shall cooperate with Provider to provide passwords and other information necessary for Provider to conduct such audits.

10. **Independent Contractor.** The relationship of Parties is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the activities of the other or constitute either party as the other's partner, joint venturer, co-owner, agent, franchisee or employee.

11. **Commercial Item.** This Section shall apply if Subscriber is part of the United States government, or is otherwise subject to regulations promulgated by the United States government for the procurement of goods and services. The Software and Application are both "commercial items" under FAR §2.101 and consist of "commercial computer software" and "commercial computer software documentation" under FAR §12.212 and DFARS §227-7202. Any use, duplication, or disclosure of the Software or Application or associated documentation by Subscriber is governed solely by the terms of this Agreement. Any technical data customarily provided with the Software or Application shall also be governed by the terms of this Agreement pursuant to FAR §12.211. Further, the parties acknowledge that all items or services ordered and delivered under this Agreement are commercial items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Provider agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1) (OCT 2003). Further, in the event that the parties negotiate or agree upon a change in the price provided in this Agreement, or should Provider become entitled to an equitable adjustment in the price, Provider shall not be required to comply with the contract cost principles or cost accounting standards of the FAR.

12. **Billing:** All Fees listed on Schedule A are exclusive of all taxes; billed on an annual basis in advance; and, due upon receipt of invoice. This secures site, servers and resources necessary to begin project. Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month.

All payments should be made directly to CitySourced, Inc. and will not be deemed received until actually received in Provider offices. Provider mailing address for all payments is:

CitySourced, Inc.
1545 Sawtelle Blvd.
Suite 36
Los Angeles, CA 90025

13. **Miscellaneous.** This Agreement contains the entire agreement of the parties, and supersedes (i) any and all previous or contemporaneous agreements with respect to the subject matter hereof, whether oral or written and (ii) the End User Agreement contained on the Application. In addition, any purchase orders issued by any entity other than Provider shall be valid only for the purpose of identifying this contract for

reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by Subscriber without Provider's prior written consent, such consent not to be unreasonably withheld. Provider may assign, delegate and/or subcontract any or all of its rights or obligations hereunder. Any attempted assignment in violation of the foregoing shall be null and void. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission or acknowledged receipt of electronic mail. Receipt shall be deemed to have occurred: four days following mailing of a certified letter; upon receipt of confirmation of fax; and upon receipt of confirmation of receipt of e-mail. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of California, without reference to the conflicts of laws rules or any other rules that would result in the application of a different body of law. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Fax copies of signatures shall also be treated as originals for purposes of this Agreement. Subscriber acknowledges and agrees that Provider retains the right at any time to change the features, functionality and look-and-feel of the Software and Application.

The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any outstanding payment obligation of Subscriber, the restrictions and ownership provisions of Section 2, and all of Sections 3.3, 4, 6, 7, 11 and 13, and any other term hereof which contemplates continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

14. **Acceptance.** IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

PROVIDER:

Signature: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER:

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

1. SOFTWARE - All Checked Apply

CitySourced - Pro

Software Features	Fee	Term
<ul style="list-style-type: none"> • Free Smartphone App to Residents • Define Your Geographic Boundaries • Unlimited Console Users • Unlimited Storage • Unlimited Email Support • Online Knowledge Base • Read/Write APIs for Service Integration • Notifications by Geography & Report Type • Download Raw Data • Localized News Tab for Residents 	Free	N/A
Additional features as listed on:	http://www.citysourced.com/console/pro	

CitySourced - Enterprise

Software Features	Fee	Term
<ul style="list-style-type: none"> • All the features of the Pro Edition • Custom Issue Report Types • Custom Co-Branded App • Your Own Smartphone App Store Entry • Unlimited Telephone Support (does not include Training) • Live Online Training Seminar • Integration with Major CRM Providers • Custom News Feed 	See below.	The "Initial Term" shall be for one (1) calendar year from the Effective Date (the "Termination Date"). Upon the expiration of Initial Term, the term will continue to auto-renew to subsequent annual terms subject to any fee increases implemented by the Provider unless Subscriber notifies Provider in writing of its intention not to extend the term at least thirty (30) days prior to the Termination Date.
Additional features as listed on:	http://www.citysourced.com/console/enterprise	

CitySourced - Enterprise Plus

Software Features	Fee	Term
<ul style="list-style-type: none"> • All the features of the Enterprise Edition • 10 Hours of Custom CRM Integration • Download Day Support • Custom Marketing Plan 	See below.	N/A
Additional features as listed on:	http://www.citysourced.com/console/enterprise-plus	

2. **Fees:** Fees are locked in for Initial Term. After Initial Term, the fees may be modified by Provider by written notice to subscriber thirty (30) days in advance of such modification. Any and all custom software development performed by Provider not included in the fees below are billed at an hourly rate of \$250.00 and subject to an agreed upon statement of work. *All checked apply:*

<input checked="" type="checkbox"/> \$9,600.00 USD - Recurring Annual Costs	<input checked="" type="checkbox"/> Custom Smartphone Store Entries
<input checked="" type="checkbox"/> \$2,000.00 USD - One Time Setup Costs	<input checked="" type="checkbox"/> \$0.00 USD - iPhone
<input type="checkbox"/> \$_____ USD - Integration Custom CRM	<input checked="" type="checkbox"/> \$0.00 USD - Blackberry
	<input checked="" type="checkbox"/> \$0.00 USD - Android
	<input checked="" type="checkbox"/> \$0.00 USD - Windows Phone

INVOICE

Peachtree Corners, GA
 Attention: Julian Jackson
 147 Technology Parkway NW
 Suite 200
 PEACHTREE CORNERS GA 30092

Invoice Date
 Mar 18, 2014

Invoice Number
 INV-0204

CitySourced, Inc.
 1545 Sawtelle Blvd.
 Suite 36
 LOS ANGELES CA 90025

Description	Quantity	Unit Price	Tax	Amount USD
CitySourced Platform - Enterprise Edition	1.00	9,600.00	Tax Exempt	9,600.00
Initial Platform Setup	1.00	2,000.00	Tax Exempt	2,000.00
			Subtotal	11,600.00
			TOTAL TAX	0.00
			TOTAL USD	11,600.00

Due Date: Mar 18, 2014

✂

PAYMENT ADVICE

To: CitySourced, Inc.
 1545 Sawtelle Blvd.
 Suite 36
 LOS ANGELES CA 90025

Customer Peachtree Corners, GA
Invoice Number INV-0204
Amount Due **11,600.00**
Due Date Mar 18, 2014

Amount Enclosed

Enter the amount you are paying above

**DRAFT
CATERING
ORDINANCE**

Sec. 6-55. - Alcoholic beverage caterers. 

(a)

License requirements for resident caterers.

(1)

Any caterer who possesses a valid license from the city to sell or otherwise dispense malt beverages, wine or distilled spirits by the drink at a fixed location within the city may apply for an off-premises license that permits sales at a catered event or function as authorized herein.

(2)

Each off-premises catering license, authorized herein, shall be valid only for the event or function for which the license is issued. The fee for each license shall be set by resolution of the city council, and this fee amount shall remain in effect until modified or amended by subsequent resolution adopted by the city council.

(3)

It shall be unlawful for any person to engage in, carry on, or conduct the sale or distribution of alcoholic beverages off-premises in connection with a catered event or function without first having obtained a license as provided herein.

(b)

Permit requirements for nonresident caterers.

(1)

A nonresident alcoholic beverage caterer shall submit an application for an off-premises event permit to the city manager or designee. The fee for each such permit shall be \$50.00 as authorized by O.C.G.A. § 3-11-3 (or such fee as may be authorized by any future amendment or revision thereto).

(2)

An application for an event permit shall include the name of the caterer, the date, address, time, and name of the event and the quantity and type of alcoholic beverages to be transported from the licensee's primary location to the location of the applied-for catered event or function.

(3)

The original event permit shall be kept in the vehicle transporting the alcoholic beverages to the catered event or function.

(4)

It shall be unlawful for a licensed alcoholic beverage caterer to distribute, sell, or otherwise dispense alcoholic beverages off-premises without an event permit as authorized herein.

(c)

Limitation on license. A licensed alcoholic beverage caterer may sell or otherwise dispense only that which is authorized by his alcoholic beverage license. For example, if the alcoholic beverage caterer possesses a valid license to sell malt beverages, he may sell or otherwise dispense only malt beverages at the authorized catered event or function.

(d)

Sunday sales. An alcoholic beverage caterer wishing to cater an event or function on Sunday must possess a valid Sunday sales license and comply with the requirements of state law with respect to the service of alcoholic beverages on Sunday.

(e)

Tax on sales by resident caterers. Excise taxes are imposed upon the sale of alcoholic beverages by a resident caterer as provided in article IX of this chapter.

(f)

Tax on drinks served by nonresident caterers. Excise taxes are imposed upon the total of individual alcoholic beverage drinks served by a nonresident caterer in the amounts set forth in article IX of this chapter and shall be paid within 30 days after the conclusion of the catered event or function.

**DRAFT
ETHICS
ORDINANCE**



Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: March 18, 2014

SUBJECT: City of Ethics Certification

To follow-up on the City of Ethics Certification discussion held at the 2/18/14 workshop, Staff investigated the framework of ethics ordinances in other communities. Since the Georgia Municipal Association conducts the certification program and offers model ordinances, most cities appear to adopt ordinances that follow GMA's model. However, the model offers several options with regard to how ethics complaints may be received and reviewed. As a result, approaches vary among the communities researched (see attached document) for the handling of ethics complaints.

In Gwinnett County, for example, ethics complaints are forwarded to an Ethics Board consisting of five appointed members. In the City of Suwannee, ethics complaints are reviewed by an individual hearing officer. In both cases, the findings of the review process, whether it is by the board or the individual, are forwarded to the elected officials (Council or Commission) for a final decision on the ethics complaint.

After review of seven ethics ordinances from surrounding communities (Gwinnett County, Duluth, Sandy Springs, Brookhaven, Suwannee, Doraville, and Dunwoody), staff recommends using Peachtree Corners existing municipal court for review of ethics complaints. Since the municipal court infrastructure is already in place, no additional work (recruiting volunteers, providing training, etc.) would be required of the City. In addition, the court already has a calendar established, so no special hearing dates would have to be set. The municipal court judge would be well qualified to serve in the capacity of 'hearing officer' and could easily accommodate this additional role should the need arise. Since ethics complaints are expected to be a rare (if ever) occurrence, the addition of this responsibility should not impact the court's work load.

Recommended next steps: Place Ethics Resolution and Ethics Ordinance on April 15th City Council agenda for consideration. (Note – to be recognized as a 'City of Ethics' at the June annual GMA meeting, documents must be submitted to GMA by April 30th.)

DRAFT

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO PROVIDE A NEW CODE SECTION CHAPTER 2, ARTICLE VIII, ETHICS; TO PROVIDE FOR PENALTIES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

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

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

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

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

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

Section 1.

That the Code of Ordinances of the City of Peachtree Corners, Georgia is hereby amended by adding Article VIII to Chapter 2 with sections to be numbered 1-1 through 1-8, Code of Ethics, with said sections to read as follows:

Sec. 1-1 PURPOSE

The purpose of this code of ethics is to:

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

Sec. 1-2 SCOPE

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

Sec. 1-3 DEFINITIONS

Solely for the purpose of this code of ethics:

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

vote or take formal action on behalf of the city.

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

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

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

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

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

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

- (1) the interest is ownership of five percent or more of the voting stock, shares or equity of the entity or ownership of \$5,000.00 or more of the equity or market value of the entity; or
- (2) the funds received by the person from the other person or entity during the previous 12 months either equal or exceed
 - (a) \$5,000.00 in salary, bonuses, commissions or professional fees, or \$5,000.00 in payment for goods, products or services, or
 - (b) ten percent of the recipient's gross income during that period, whichever is less;

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

Sec. 1-4 PROHIBITIONS

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

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

meetings, seminars, training or other educational events and fail to attend such events without promptly reimbursing the city therefore.

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

Sec. 1-5 CONFLICT OF INTEREST

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

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

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

Sec. 1-6 COMPLAINTS

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

(b) All complaints against city officials shall be filed with the City Clerk who will give such complaints to the clerk of the Municipal Court of the City of Peachtree Corners. Upon receipt of a complaint in proper form, the City Clerk shall forward a copy of the complaint to the city official or officials charged in the complaint within no more than seven (7) calendar days and the Municipal Court clerk shall place the complaint on the next available court docket provided that it occurs at least fourteen (14) calendar days after the complaint has been received.

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

(d) Upon receipt of a complaint in proper form, the Municipal Court shall review it to determine whether the complaint is unjustified, frivolous, patently unfounded or fails to state facts sufficient to invoke the disciplinary jurisdiction of the City Council. The Municipal Court is empowered to dismiss in writing complaints that it determines are unjustified, frivolous, patently unfounded or fail to state facts sufficient to invoke the disciplinary jurisdiction of the City Council; provided, however, that a rejection of such complaint by the Municipal Court shall not deprive the complaining party of any action such party might otherwise have at law or in equity against the city official. For complaints that are not dismissed, the Municipal Court is empowered to collect evidence, conduct investigations, hold hearings, and gather information concerning any complaint and add the findings and results of its investigations to the file containing such complaint.

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

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

(g) Findings of the Municipal Court shall be submitted to the City Council for final action.

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

Sec. 1-7 RIGHT TO APPEAL

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

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

Sec. 1-8 PENALTY

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

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

Section 2.

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

Section 3.

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

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

Attest:

Approved:

Kym Chereck, City Clerk

Mike Mason, Mayor

STATE OF GEORGIA
COUNTY OF GWINNETT
CITY OF PEACHTREE CORNERS

ORDINANCE 2014 - ____ - ____

(SEAL)

Gwinnett County

Ethics Board composition: 5 appointed members

(6) The Ethics Board shall consist of one member appointed by the Gwinnett County Board of Commissioners, one member appointed by the District Attorney from the roll of grand jurors then in session, one member appointed by the President of the Gwinnett County Bar Association, one member appointed by the Association County Commissioners of Georgia who is a sitting county commissioner from a jurisdiction other than Gwinnett County, and one member appointed by the official or employee who is the subject of the ethics complaint. These appointees shall constitute the Ethics Board empanelled to investigate the subject complaint and, when appropriate, to make recommendations to the Gwinnett County Board of Commissioners. The Board shall establish its own procedural rules and shall select a chairperson and vice-chairperson.

Doraville:

Ethics Board composition: 3 appointed members

Sec. 2-180. - Ethics Committee.

(b)

The Ethics Committee shall consist of three (3) residents of the city who shall serve as a body for a two-year term. Beginning on April 1, 2009, the terms of the member shall be three (3) years, however, the initial term of the member appointed by the City Council shall be for two (2) years and the initial term of the member selected by the other two (2) members shall be for one (1) year. Each member of the committee shall have been a resident of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident of the City while serving as a member of the committee. No person shall serve as a member of the Ethics Committee if the person has, or has had within the preceding one-year period before appointment to the Ethics Committee, any interest in any contract or transaction with the City.

(c)

At the beginning of each term, the Mayor shall appoint the first member to the Ethics Committee. The City Council shall appoint the second member who shall not reside in the election district in which the member appointed by the Mayor resides. The third member shall be appointed by the first two (2) above-named members subject to approval by a majority of the City Council and shall reside in the remaining election district.

(d)

A member of the Ethics Committee may be removed by a majority vote of the City Council at any time.

In the event of a vacancy on the committee during a term of the committee, the City Council shall appoint a new member to serve for the balance of the term.

Duluth:**Ethics Board composition: 5 appointed members**

(a) Composition of the Board of Ethics:

(1) The Board of Ethics of the City shall be composed of five (5) residents of the City to be appointed as provided in paragraphs 2 and 3 of this subsection. Each member of the Board of Ethics shall have been a resident of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident of the City while serving as a member of the Board of Ethics. No person shall serve as a member of the Board of Ethics if the person has, or has had within the preceding one (1) year period, any interest in any contract, transaction, or official action of the City.

(2) The Mayor and Councilmembers shall each designate two (2) qualified citizens to provide a pool of twelve (12) individuals who have consented to serve as a member of such Board of Ethics and who will be available for a period of two (2) years to be called upon to serve in the event a Board of Ethics is appointed.

Dunwoody:**Ethics Board composition: 7 appointed members**

There is created a Board of Ethics consisting of seven members. Each member of the Board of Ethics shall have been a resident of the City for at least one (1) year immediately preceding the date of taking office and shall remain a resident of the City while serving as a member of the Board of Ethics.

(b) Members of the Board shall not be elected officials, persons appointed to elective office, full-time appointed officials (whether exempt or nonexempt), or City employees, and shall hold no elected public office nor any other City office or employment.

(c) Members of the Board shall be nominated by the Council Member in whose district they reside and the Mayor, at large subject to approval by the Mayor and City Council. . An appointment to fill a vacancy on the Board shall be made in the same manner.

Sandy Springs:**Ethics Board composition: 5 appointed members (and 2 alternates)**

Sec. 2-150. Creation; membership; terms; compensation. (1) *Created; membership.* There is created a board of ethics consisting of five members and two alternates. Each board member and alternate shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a board member or alternate.

Brookhaven:

Ethics Board composition: 1 hearing officer

Appointment of Hearing Officer, Service of Complaint, Burden of Proof

(a) All complaints filed hereunder shall be heard before a Hearing Officer who: (i) shall be a competent attorney at law of good standing in his or her profession, (ii) shall have at least five (5) years' experience in the practice of law, and (iii) shall not maintain an office within a ten (10) mile radius of the City of Brookhaven, Georgia.

Suwannee:

Ethics Board composition: 1 hearing officer

Sec. 2-206. Hearing officer; qualifications, selection. 

The city manager, city clerk, and city attorney shall develop a pool of at least five hearing officers who shall:

- (1) Be a competent attorney at law in good standing with the State Bar of Georgia;
- (2) Shall have at least five years of experience in the practice of law;
- (3) Shall not maintain an office within a five-mile radius of the city hall; and
- (4) Shall have not represented the city or been adverse to the city in any litigation, claim, or administrative matter within the past five years.

Upon receipt of a sufficient complaint, the city clerk shall randomly select a hearing officer out of the pool of hearing officers and transmit such complaint to that individual