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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

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September 16, 2014

### COUNCIL AGENDA

7:00 PM

PEACHTREE CORNERS CITY HALL  
147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES** – August 19, 2014 and August 26, 2014

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) CONSENT AGENDA - No Items**

**I) PRESENTATIONS AND REPORTS**

1. **Mayor Mason** Proclamation declaring October 23 – 31 as Red Ribbon Week
2. **Diana Wheeler** Staff Activity Report

**J) OLD BUSINESS**

1. **R2014-07-29**  
(K. Chereck) Resolution calling for referendum election to allow the citizens of the City of Peachtree Corners, Georgia to vote on whether the City shall permit the issuance of licenses for the package sale of distilled spirits. **THIS ITEM WAS TABLED AT THE AUGUST 19, 2014 MEETING.**
2. **O2014-08-30**  
(D. Wheeler) Second Read of an Ordinance to amend the City of Peachtree Corners Zoning Map Pursuant to SUP2014-003, New Church of Atlanta, request for a special use permit to expand church uses to an office building adjacent to an existing church and located on 2.9 acres at 2865 Amwiler Rd. in Land Lot 250, 6th District, Gwinnett County, Georgia. **(Public comment will be heard.)**

3. **Action Item**  
(J. Jackson) Consideration of an Intergovernmental Agreement with the City of Johns Creek for Routine Road Maintenance.

**K) NEW BUSINESS**

1. **Action Item**  
(D. Wheeler) APH 2014-09-012- Request for Alcoholic Beverage License by Zoe's Kitchen Holding Company, LLC at 5150 Peachtree Pkwy, Ste. 200, Peachtree Corners GA 30092.
2. **Action Item**  
(Brandon Branham) Approval of Intergovernmental Agreement for Inmate Housing.
3. **O2014-10-31** First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map pursuant to SUP2014-004, Crowell Brothers Funeral Home, request for a Special Use Permit on a 2.76 acre parcel zoned C-2 (General Business) to allow a crematory within an existing funeral home at 5051 Peachtree Industrial Boulevard. **(Public comment will be heard at the second reading on 10/21/14.)**

**L) WORK SESSION**

1. **Diana Wheeler** Life Cycle Housing and Economic Development
2. **Diana Wheeler** Gateway Entry Design

**M) EXECUTIVE SESSION – Discussion of Real Estate Matter**

**N) ADJOURNMENT**

**Council Minutes**  
**August 19 & 26,**  
**2014**

**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING**  
**August 19, 2014, @ 7:00PM**

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

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

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

**MAYOR’S OPENING REMARKS:** Mayor Mason made comment pertaining to House Bill 60, amending the firearms laws throughout the State. Mayor Mason explained that City Hall is also a Municipal Courthouse, therefore, no firearms are allowed at the City of Peachtree Corners City Hall. Mayor Mason made comment concerning a Volunteer Task Force that the City will be starting. Information pertaining to the Task Force, Mayor’s Initiatives and Key Enterprises (M.I.K.E.) will be located on the City’s website.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE JULY 15, 2014 COUNCIL MEETING.**

**By: Council Member Aulbach**

**Seconded by: Council Member Christopher**

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

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change to the agenda.

**PUBLIC COMMENT:** Mr. Ed Hashbarger informed the Mayor, Council and public that he would like to start a Peachtree Corners Lions Club. If anyone is interested they can obtain his information from Diana Wheeler, Director of Community Development. Mrs. Debbie Mason gave an update concerning lighting for the existing Peachtree Corners monument sign, which was erected by UPCCA. Mrs. Mason stated that the electrical outlets at the rear of the site are in place, (which will accommodate twinkle lights at the holidays) and they are waiting for landscaping to be installed prior to any additional lighting being installed.

**PRESENTATIONS AND REPORTS:**

**Presentation of ‘Recycling Rewards’**

“Recycling Rewards’ is offered through Waste Pro. Winners of the ‘Recycling Rewards’ program are chosen randomly within the group of Peachtree Corners participants. Mayor Mason presented ‘Recycling Rewards’ awards to John O’Reilly, Jerome Cooper and the Strohmeyer Family.

**P2014-08-18**

Mayor Mason presented Proclamations of the City of Peachtree Corners, Georgia recognizing and congratulating Peachtree Corners’ 12U Girls Softball Team comprised of Ann Margaret Jones, Annabelle Nowak, Bella Krauth, Brooke Weaver, De’Areya Porter, Emma Kate Means, Emma O’Dell, Gabby Pappas, Kedzie Howe, Isabel Rodriguez, Riley Keller, Sierra Blackburn, and Tatum Lowe for their excellent achievement.

**Staff Activity Report – Community Development**

Diana Wheeler, Community Development Director, provided her report on staff activities that occurred during the period of July 28, 2014 – August 15, 2014. These activities included, among other items, meeting with the Town Center LCI team, meetings with the Downtown Development Authority, Planning Commission and Green Committee, and assessing public hearing applications and posting documents to the website.

**OLD BUSINESS:**

**O2014-07-29**

Second Read of an Ordinance to amend Articles 5, 6, 10, and 13 of the 2012 City of Peachtree Corners Zoning Resolution by modifying specific provisions of the accessory use regulations, overlay standards, sign regulations, and parking regulations; repealing conflicting ordinances; and setting an effective date.

After discussion it was determined that the verbiage concerning vegetable gardens would be removed from the Ordinance. The Mayor opened the floor for public comment. A resident suggested that concerning Article X, Section 1001, 5.a.b. (Off-street parking) *exception to this restriction shall be make for visiting campers and motorhomes which may be parked up to **three times per year** in the same residential driveway for up to seven days a time, be changed to **four times per year**.*

**MOTION TO APPROVE O2014-07-29 EXCLUDING THE VEGETABLE GARDEN VERBIAGE, AND CHANGING THE VERBIAGE ON ARTICLE X, SECTION 1001, 5.A.B. TO READ FOUR TIMES A YEAR INSTEAD OF THREE TIMES A YEAR.**

**By: Council Member Christopher**

**Seconded: Council Member Wright**

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

**R2014-07-29**

Resolution calling for a referendum election to allow the citizens of the City of Peachtree Corners, Georgia to vote on whether the City shall permit the issuance of licenses for the package sale of distilled spirits. This item was tabled at the July 15<sup>th</sup> meeting and remained on the table.

**NEW BUSINESS:**

**R2014-08-30**

A Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia in support of a Crime-Free Multi-Family Housing Program.

Mayor Mason, Commissioner Lynnette Howard and Officer David Martinez gave a brief description of the Crime-Free Multi-Family Housing Program. The City of Peachtree Corners professed their support for this program.

**MOTION TO APPROVE R2014-08-30.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

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

**ACTION ITEM**

APH 2014-09-011- Request for Alcoholic Beverage License at Cue's Barbecue at 5260 Peachtree Industrial Blvd, Ste 100, Peachtree Corners GA 30092.

**MOTION TO APPROVE APH2014-09-011.**

**By: Council Member Gratwick**

**Seconded: Council Member Sadd**

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

**ACTION ITEM**

APH 2014-09-012- Request for Alcoholic Beverage License by SF Markets, LLC DBA: Sprout's Farmers Market #513 at 5130 Peachtree Pkwy, Ste 100, Peachtree Corners GA 30092.

**MOTION TO APPROVE APH2014-09-012.**

**By: Council Member Aulbach**

**Seconded: Council Member Christopher**

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

**ACTION ITEM**

Consideration of Approving a Contract Agreement for the Provision of Public Works Services for the City of Peachtree Corners.

After discussion it was determined that this item would be tabled.

**ACTION ITEM**

Consideration of Approving an Intergovernmental Agreement for a Service Delivery Strategy between Gwinnett County and the City of Peachtree Corners.

**MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT FOR A SERVICE DELIVERY STRATEGY BETWEEN GWINNETT COUNTY AND THE CITY OF PEACHTREE CORNERS.**

**By: Council Member Gratwick**

**Seconded: Council Member Christopher**

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

**ACTION ITEM**

Consideration of an Intergovernmental Agreement with the City of Johns Creek for Routine Road Maintenance.

After discussion it was determined that this item would be tabled.

**ACTION ITEM**

Consideration of Approving a Contract Agreement between the City of Peachtree Corners and Vision Internet for a website redesign.

**MOTION TO APPROVE A CONTRACT AGREEMENT BETWEEN THE CITY OF PEACHTREE CORNERS AND VISION INTERNET FOR A WEBSITE REDESIGN.**

**By: Council Member Christopher**

**Seconded: Council Member Aulbach**

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

**02014-08-30**

First Read of an Ordinance to amend the City of Peachtree Corners Zoning Map Pursuant to SUP2014-003, New Church of Atlanta, request for a special use permit to expand church uses to an office building adjacent to an existing church and located on 2.9 acres at 2865 Amwiler Rd. in Land Lot 250, 6th District, Gwinnett County, Georgia.

(Public comment will be heard at the second reading on 09/16/14.)

**WORK SESSION:**

**Lord, Aeck + Sargent**

Mr. Matt Cherry of Lord, Aeck and Sargent gave a brief overview of the Town Center LCI. Mr. Cherry discussed, among other items, the LCI process, public engagement to date, a transportation assessment, emerging themes, and the next steps in the process. Mr. Cherry encouraged the Mayor and Council to participate in the on-line survey located on the City's website.

**Discussion on 2014 Budget**

Mr. Brandon Branham, Finance Manager, explained to the Mayor and Council that there are some general housekeeping items that needed to be taken care of on the 2014 Budget and requested that they be presented at the next meeting. Mason Mason stated that the items should be presented at the September 19, 2014 Council Meeting.

**Discussion of Intergovernmental Agreement for Inmate Housing**

Mr. Brandon Branham, Finance Manager, explained to the Mayor and Council that he would like to present an Intergovernmental Agreement for Inmate Housing at the next meeting. Mason Mason stated that the item should be presented at the September 19, 2014 Council Meeting.

**Update on solid Waste Collections**

Mr. Brandon Branham, Finance Manager, explained to the Mayor and Council that currently there were 250 unpaid solid waste bills for the City of Peachtree Corners. Mr. Branham stated that citations would be issued starting Friday, August 22, 2014.

**Second Anniversary Campaign – ‘Proud to be Peachtree Corners’**

Judy Putnam, Communications Director, presented the Mayor and Council with art work for the proposed banners to be placed at various locations throughout the City. Mayor Mason recommended that this item be presented at the next Council meeting.

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 9:37 PM**

**By: Council Member Sadd**

**Seconded by: Council Member Aulbach**

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

Approved,

Attest:

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

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

**DRAFT COPY**

(Seal)

**CITY OF PEACHTREE CORNERS**  
**SPECIAL CALLED COUNCIL MEETING**  
**August 26, 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
City Attorney	Bill Riley

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

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change to the agenda.

**PUBLIC COMMENT:** There was no public comment.

**OLD BUSINESS:**

**ACTION ITEM**

Consideration of Approving a Contract Agreement for the Provision of Public Works Services for the City of Peachtree Corners.

This item was tabled at the previous meeting. A motion was made after discussion concerning, among other things, placement of incoming Staff.

**MOTION TO APPROVE APPROVING A CONTRACT AGREEMENT FOR THE PROVISION OF PUBLIC WORKS SERVICES FOR THE CITY OF PEACHTREE CORNERS.**

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

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:12 PM**  
**By: Council Member Aulbach**  
**Seconded by: Council Member Sadd**  
**Vote: (7-0) (Aulbach, Sadd Mason, Lowe, Wright, Christopher, Gratwick)**

Approved,

Attest:

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Mike Mason, Mayor

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Kymberly Chereck, City Clerk

(Seal)

# **Proclamation**

# *Proclamation*

**A PROCLAMATION OF THE CITY OF PEACHTREE CORNERS, GEORGIA  
DECLARING OCTOBER 23 – 31 AS RED RIBBON WEEK.**

**WHEREAS**, The National Red Ribbon Campaign offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

**WHEREAS**, The National Red Ribbon Campaign will be celebrated in every community in America during Red Ribbon Week, October 23-31; and

**WHEREAS**, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long campaign;

**NOW, THEREFORE, BE IT PROCLAIMED** by the Mayor and Council of the City of Peachtree Corners that October 23-31 is hereby proclaim as RED RIBBON WEEK and the City Council encourages its citizens to participate in drug prevention education activities, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to a drug-free Peachtree Corners.

**SO PROCLAIMED AND EFFECTIVE, this the 16th day of September, 2014.**

**Attest:**

**Approved:**

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**Kym Chereck, City Clerk**

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**Mike Mason, Mayor**

# **Staff Activity Report**



# Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: September 16, 2014

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the period of 8/25/14 – 9/12/14.

- A. Meetings with:
1. Town Center LCI team
  2. Green Committee
  3. Planning Commission
  4. Pond + Co. concerning proposal for joint project with Dunwoody
  5. Pond + Co. concerning new Gateway monument concepts, Gateway Grant Landscape plan
- B. Assessed public hearing applications and posted documents to website.
- C. Assessed housing options for workshop discussion.
- D. Responded to phone calls and e-mails from residents, business people, and others.

**Processed the following permit applications:**

DATE	Permit #	NAME	ADDRESS	TYPE
8/25/2014	1770-14	SPROUTS	5130 PEACHTREE PKWY	TEMPORARY SIGN
8/25/2014	1771-14	COOL AIR MECHANICAL	4384 RIVER STREAM CIRCLE	HVAC
8/25/2014	1772-14	COOL AIR MECHANICAL	380 PENTEL COURT	HVAC
8/25/2014	1773-14	MERIT CONSTRUCTION COMPANY	6625 THE CORNERS PARKWAY STE 200	INTERIOR FINISH
8/25/2014	1774-14	B & Z CONSTRUCTION SERVICES, INC	6395 SPALDING DRIVE STE F	CERTIFICATE OF OCCUPANCY
8/26/2014	1775-14	PEACHTREE SERVICE EXPERTS	4051 PRIMROSE LN	HVAC
8/26/2014	1776-14	SUSAN N SHEA	5479 PORTAL PLACE	REMODEL
8/27/2014	1777-14	INNOVATIVE CONSTRUCTION	5580 CLINCHFIELD TRAIL	REMODEL
8/28/2014	1778-14	MISTER SPARKY INC	5185 PEACHTREE PKWY STE #350	ELECTRICAL
8/28/2014	1779-14	ENERGIZE ELECTRIC	2850 HUMPHRIES WAY	ELECTRICAL
8/29/2014	1780-1827	DAVIS & SONS, INC	5151 BEVERLY GLENN VILLAGE LN	REROOF
8/29/2014	1828-14	MASSTAR SIGNS	5270 PEACHTREE PKWY	PERMANENT SIGN
8/29/2014	1829-14	MASSTAR SIGNS	5270 PEACHTREE PKWY	PERMANENT SIGN
8/29/2014	1830-14	MASSTAR SIGNS	5270 PEACHTREE PKWY	PERMANENT SIGN
9/2/2014	1831-14	THE ELITE PLUMBER/ATLANTA GREASE TRAP	3380 HOLCOMB BRIDGE RD STE 7A	PLUMBING
9/2/2014	1832-14	MITEC	5445 TRIANGLE PKWY STE 250	ELECTRICAL
9/2/2014	1833-14	G VICKERS ENTERPRISES, INC	3995 KINGS PADDOCK COURT	REMODEL
9/3/2014	1834-14	SPROUTS	5130 PEACHTREE PKWY	TEMPORARY SIGN
9/3/2014	1835-14	A-1 SIGNS	5515 TRIANGLE DR	PERMANENT SIGN
9/3/2014	1836-14	A-1 SIGNS	5515 TRIANGLE DR	PERMANENT SIGN
9/3/2014	1837-14	A-1 SIGNS	5100 PEACHTREE PKWY	PERMANENT SIGN
9/3/2014	1838-14	G-LIVE USA, LLC	6659 PEACHTREE IND BLVD	CERTIFICATE OF OCCUPANCY
9/3/2014	1839-14	A-1 SIGNS	5155 PEACHTREE PKWY STE 630	PERMANENT SIGN
9/3/2014	1840-14	A-1 SIGNS	5155 PEACHTREE PKWY STE 630	PERMANENT SIGN

DATE	Permit #	NAME	ADDRESS	TYPE
9/4/2014	1841-14	AMANUEL TEWODROS	5141 WEST JONES BRIDGE RD	REMODEL
9/4/2014	1842-14	TELETECHSERV GA LLC	5405 SPALDING DRIVE	CELL SITE
9/4/2014	1843-14	HANEY MAINTENANCE INC	1555 TECHNOLOGY PKWY SOUTH STE 100	INTERIOR FINISH
9/4/2014	1844-14	US HEALTHWORKS MEDICAL GROUP OF GEORGIA, P.C.	6760 JIMMY CARTER BLVD STE 150	CERTIFICATE OF OCCUPANCY
9/4/2014	1845-14	SUPERIOR PLUMBING SERVICES, INC	3903 GLEN MEADOW DRIVE	PLUMBING
9/5/2014	1846-14	LEE'S SIGNS	3330 PEACHTREE CORNERS CIR STE D	ELECTRICAL
9/5/2014	1847-14	DOUBLE T CONTRACTING, INC	5555 TRIANGLE PKWY STE 130	INTERIOR FINISH
9/5/2014	1848-14	FASTSIGNS	2755 NORTHWOODS PKWY	PERMANENT SIGN
9/5/2014	1849-14	UMA BUSINESS SOLUTIONS DBA SIGN A RAMA	5450 PEACHTREE PKWY STE 1A	CERTIFICATE OF OCCUPANCY
9/5/2014	1850-14	RELIANCE DEVELOPMENT	4877 OAK MANOR COURT	TEMPORARY CERT/OCCUPANCY
9/8/2014	1851-14	HOGAN ENTERPRISES DB HEI CONSTRUCTION	3044 ADRIATIC COURT	DEMO
9/8/2014	1852-14	PRJOECTION INTEGRATION LLC	3495 JONES MILL RD BLDG #15	NEW STRUCTURE
9/8/2014	1853-14	MIDLINE STUDIO	6251 SMITHPOINTE DR	PERMANENT SIGN
9/9/2014	1854-14	ROMANOFF RENOVATIONS	5726 BROXTON CIRCLE	INTERIOR REMODEL
9/9/2014	1855-14	NEPTUNE POOLS, INC	5701 SPALDING DRIVE	POOL
9/9/2014	1856-14	KINZEY CONSTRUCTION COMPANY	2850 NORTHWOODS PKWY	INTERIOR FINISH
9/9/2014	1857-14	MARIE BRANDY JOHN	5160 NORTH HAMPTON RIDGE	ADDITION
9/9/2014	1858-14	HAO E. CANG	5345 MAINSTREAM CIRCLE	DETACHED GARAGE
9/10/2014	1859-14	ALL POWER ELECTRIC INC	4150 WELLINGTON LAKE COURT	ELECTRICAL
9/10/2014	1860-14	GREEN TREE COMMUNICATIONS	3817 MEDLOCK BRIDGE RD	CELL SITE
9/10/2014	1861-14	GREEN TREE COMMUNICATIONS	6349 PEACHTREE STREET	CELL SITE
9/10/2014	1862-14	GREEN TREE COMMUNICATIONS	3880 HOLCOMB BRIDGE RD	CELL SITE
9/10/2014	1863-14	PRIMER ELECTRI CO	6167 ROSECOMMON DRIVE	ELECTRICAL
9/11/2014	1864-14	TIMOTHY & BARBARA BURNS	3986 SPALDING LN	ADDITION
9/11/2014	1865-14	BRITTON ELECTRICAL SERVICES	6125 PEACHTREE PKWY - IHOP	ELECTRICAL
9/11/2014	1866-14	DONALDSON ELECTRIC COMPANY	6455 OLD PEACHTREE RD	ELECTRICAL

**R2014-07-29**

**Call of Election**

**RESOLUTION CALLING FOR REFERENDUM ELECTION TO ALLOW THE  
CITIZENS OF THE CITY OF PEACHTREE CORNERS, GEORGIA TO VOTE ON  
WHETHER THE CITY SHALL PERMIT THE ISSUANCE OF LICENSES FOR THE  
PACKAGE SALE OF DISTILLED SPIRITS**

WHEREAS, the City of Peachtree Corners, Georgia (“City”) is a municipality duly formed and existing pursuant to Georgia law; and

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

WHEREAS, pursuant to O.C.G.A. § 3-4-41, a written petition containing the signatures of at least thirty-five percent (35%) of the registered and qualified voters of the City was filed with the City’s Election Superintendent for the purpose of submitting to the qualified voters of the City the question of whether the City shall permit the issuance of licenses for the package sale of distilled spirits was subsequently validated; and

WHEREAS, the Mayor and Council of the City of Peachtree Corners, in compliance with Georgia law, desire to allow the citizens of the City to vote their desires with respect to whether the City shall permit the issuance of licenses for the package sale of distilled spirits;

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

the package sale of distilled spirits shall be subject to approval of the electors of the City by vote in a referendum to be called in accordance with the laws of the State of Georgia and that the Election Superintendent shall issue the call and shall conduct the election on and date and in a manner authorized under Georgia law.

SO RESOLVED this the \_\_\_\_ day of \_\_\_\_\_, 2014.

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

\_\_\_\_\_  
Kym Chereck, City Clerk

SEAL

**02014-08-30**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP  
PURSUANT TO SUP2014-003, NEW CHURCH OF ATLANTA, REQUEST FOR A  
SPECIAL USE PERMIT ON A 2.9 ACRE PARCEL ZONED M-1 (LIGHT INDUSTRY)  
TO ALLOW CHURCH USES WITHIN AN EXISTING OFFICE BUILDING AT 2865  
AMWILER ROAD IN LAND**

**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 August 19, 2014 and September 16, 2014;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on September 16, 2014 hereby ordain and approve the Zoning Case SUP2014-003, New Church of Atlanta, for the above referenced property with the following enumerated conditions:

1. Required inspections and interior finish permits shall be obtained before occupancy.
2. The three (3) parcels owned by the church shall be combined into one tax parcel (6-250-050, 6-250-060, 6-250-062)

Effective this 16th day of September, 2014.

So signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Attest:

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

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

**CITY OF PEACHTREE CORNERS  
COMMUNITY DEVELOPMENT DEPARTMENT**

**SPECIAL USE PERMIT ANALYSIS**

CASE NUMBER :**SUP2014-003**  
ZONING :M-I  
LOCATION :2865 Amwiler Road  
MAP NUMBERS :6-250-050 and 6-250-260  
ACREAGE :2.9 ACRES  
PROPOSED DEVELOPMENT :allow church uses in an existing office building adjacent to an existing church

CHARACTER AREA :**INDUSTRIAL CORRIDOR**

APPLICANT: NEW CHURCH OF ATLANTA, INC.  
2845 AMWILER ROAD  
PEACHTREE CORNERS, GA 30360

CONTACT: REV. SU (BILL) SIM                      PHONE: 404.966.6988

OWNER: NEW CHURCH OF ATLANTA, INC.  
2845 AMWILER ROAD  
PEACHTREE CORNERS, GA 30360

**RECOMMENDATION: APPROVE WITH CONDITIONS**

**PROJECT DATA:**

The applicant requests a Special Use Permit on a 2.9-acre parcel zoned M-I (Light Industry District) to permit church uses in an existing, vacant office building. The office building is part of the Amwiler-West office center and formerly housed eight businesses including two electronics companies and a CPA's office. The property that is the subject of this request consists of two parcels – the parcel occupied by the office building (6-250-050) and a smaller parcel (6-250-060, 0.17 acre) to the front and left. The New Church of Atlanta currently occupies the adjacent property (6-250-062) at 2845 Amwiler Road. No addition or alteration to the exterior of the buildings or site is being requested. The property is not within the overlay district.

The applicant's letter of intent states that the request is to use the building for a gymnasium, classrooms, a small chapel and offices. The Gwinnett Tax records indicate that the subject property is currently owned by the applicant.

## ZONING HISTORY:

The property is currently zoned M-1 (Light Industry District) and is occupied by a 49,262 square foot brick office building constructed in 1984. In 2001 the Gwinnett County Board of Commissioners approved a Special Use Permit (SUP-01-053) permitting the New Church of Atlanta to use the adjacent property (a 28, 106 square foot brick office building constructed in 1986) as a church building with the following two conditions: 1. All activities shall be conducted within the leased building area; and, 2. Obtain required inspections and interior finish building permits for church occupancy.

## DEPARTMENT ANALYSIS:

The subject property is a 2.9-acre site located at 2865 Amwiler Road. It is the back building of a two-building office center that is accessed by an island-divided entrance at Amwiler Road. The parking and driveways for the two buildings are inter-connected. The front building has been used as the worship center, office, and day care for the church since 2001.

The property is surrounded by M-1 (Light Industry) and M-2 (Heavy Industry) zoned property. Thermo-King, a refrigerated truck maintenance, repair, and storage facility is located immediately east of this site. Office-Warehouse uses also abut the property on its other sides. Across Amwiler Road to the south is a metal recycling center and to the rear of the property are open storage yards and a concrete mixing plant.

The 2033 Comprehensive Plan indicates that the parcel lies within the Industrial character area. This character area encourages the adaptive reuse of existing underutilized structures. The proposed use conforms to this development guideline. The Industrial character area also seeks to apply high standards of architectural design and building materials such as the existing brick exterior on this structure. The request to permit church uses in this existing structure would be consistent with the policies of the Character area and would put a vacant building back into productive use.

## SUMMARY:

The adjacent front building already exists as a church and has been in operation for over a dozen years without problems. Since the site is adequate for church uses and the vacant building behind the existing church is a logical location for expansion, it is recommended that SUP2014-003, request to permit church uses in an existing vacant building at 2865 Amwiler Road, be approved with the following conditions:

1. Required inspections and interior finish permits shall be obtained before occupancy.
2. The three (3) parcels owned by the church shall be combined into one tax parcel (6-250-050, 6-250-060, 6-250-062)

**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>Rev. Su (Bill) Sim</u>	NAME: <u>New Church of Atlanta</u>
ADDRESS: <u>2845 Amwiler Rd.</u>	ADDRESS: <u>2845 Amwiler Rd.</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>404-966-6988</u>	PHONE: <u>770-447-6663</u>
E-MAIL: <u>billsim62@gmail.com</u>	E-MAIL: _____
CONTACT PERSON: <u>Bill Sim</u> PHONE: <u>404-966-6988</u>	
CONTACT'S E-MAIL: <u>billsim62@gmail.com</u>	

**APPLICANT IS THE:**

OWNER'S AGENT       PROPERTY OWNER       CONTRACT PURCHASER

PRESENT ZONING DISTRICTS(S): M1 REQUESTED ZONING DISTRICT: Special Use Permit

LAND DISTRICT(S): \* LAND LOT(S): \* ACREAGE: 2.9 Acres

ADDRESS OF PROPERTY: 2865 Amwiler Rd. Peachtree Corners, GA 30360

PROPOSED DEVELOPMENT: None

\*PIN 6-250-050 PIN 6-250-060

---

*Staff Use Only This Section*

Case Number: \_\_\_\_\_ Hearing Date: P/C \_\_\_\_\_ C/C \_\_\_\_\_ Received Date: \_\_\_\_\_

Fees Paid: \_\_\_\_\_ By: \_\_\_\_\_

Related Cases & Applicable Conditions:

\_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

---

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE POINT OF THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY LINE OF AMWILER ROAD (AN 80 FOOT RIGHT-OF-WAY) WITH THE EASTERN RIGHT-OF-WAY LINE OF AMWILER INDUSTRIAL DRIVE (A 60 FOOT RIGHT-OF-WAY); THENCE PROCEEDING SOUTHEASTERLY ALONG SAID NORTHERN RIGHT-OF-WAY LINE OF AMWILER ROAD A DISTANCE OF 1,606.65 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUN NORTH 07 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 206.22 FEET TO A POINT; THENCE RUN NORTH 86 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 206.22 FEET TO A POINT, THENCE RUN NORTH 82 DEGREES 20 MINUTES 00 SECONDS WEST A DISTANCE OF 1.50 FEET TO A POINT, THENCE RUN NORTH 07 DEGREES 40 MINUTES 00 SECONDS EAST A DISTANCE OF 47.00 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING, FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, RUN THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 33.60 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 149.50 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING NORTH 14 DEGREES 06 MINUTES 20 SECONDS EAST A DISTANCE OF 33.53 FEET) TO A POINT, THENCE RUN NORTH 80 DEGREES 07 MINUTES 28 SECONDS WEST A DISTANCE OF 198.72 FEET TO A POINT, THENCE RUN SOUTH 10 DEGREES 45 MINUTES 00 SECONDS WEST A DISTANCE OF 51.11 FEET TO A POINT; THENCE RUN NORTH 71 DEGREES 09 MINUTES 43 SECONDS EAST A DISTANCE OF 40.80 FEET TO A POINT; THENCE RUN SOUTH 50 DEGREES 38 MINUTES 20 SECONDS EAST A DISTANCE OF 24.17 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 31.01 FEET TO A POINT, THENCE RUN NORTH 70 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 24.05 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 26.28 FEET TO A POINT; THENCE RUN SOUTH 49 DEGREES 51 MINUTES 17 SECONDS EAST A DISTANCE OF 24.25 FEET TO A POINT; THENCE RUN NORTH 10 DEGREES 48 MINUTES 12 SECONDS EAST A DISTANCE OF 11.90 FEET TO A POINT; THENCE RUN SOUTH 79 DEGREES 15 MINUTES 00 SECONDS EAST A DISTANCE OF 40.31 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE PROPERTY IS MORE PARTICULARLY DESCRIBED AS BEING TRACT NO. 4 CONTAINING 0.1703 ACRES IN ACCORDANCE WITH THE CERTAIN AS-BUILT SURVEY PREPARED FOR AMWILER-WEST ASSOCIATES AND WESTCORP, DATED April 15, 1987, LAST REVISED SEPTEMBER 20, 1995.

AND

TOGETHER WITH AN UNDIVIDED INTEREST IN AN EASEMENT TO CONSTRUCT AND MAINTAIN A SEWER LINE AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN EASEMENT BY AND BETWEEN AMWILER-GWINNETT JOINT VENTURE, COMPOSED OF K.S. INC. AND PRUDENTIAL INSURANCE COMPANY OF AMERICA, AND WEST REAL ESTATE COMPANY DATED FEBRUARY 10, 1983, RECORDED IN DEED BOOK 2725, AND PAGE 461, GWINNETT COUNTY, GEORGIA RECORDS.

AND

TOGETHER WITH AN ACCESS EASEMENT KNOWN AS "TRACT NO. 4 EASEMENT", AS MORE PARTICULARLY DESCRIBED IN THAT CERTAIN EASEMENT AGREEMENT DATED FEBRUARY 27, 1984 BY AND BETWEEN AMWILER-WEST ASSOCIATES AND WESTCORP, RECORDED IN DEED BOOK 2730, PAGE 141, GWINNETT COUNTY, GEORGIA RECORDS, AS AMENDED BY THAT CERTAIN AMENDMENT TO EASEMENT AGREEMENT BY AND BETWEEN AMWILER-WEST ASSOCIATES AND WESTCORP DATED APRIL 30, 1987, RECORDED IN DEED BOOK 4327, PAGE 176, AFORESAID RECORDS.

TAX ID #: R6250 050 AND R6250 060



2865 Amwiler Rd.

R6250 050

R6250 060

2845 Amwiler Rd.

The current church facility

Humphries

Amwiler



아틀란타 새교회

New Church of Atlanta Presbyterian Church in America  
2845 Amwiler Rd. Atlanta, GA 30360

## Letter of Intent for Special Use Permit

The applicant Bill Sim, Senior Pastor of New Church of Atlanta, submits this application for approval of a Special Use Permit for the existing 38,566 sq. ft. (with 12,498 sq. ft. mezzanine) in approximately 2.9 acres of land located at 2865 Amwiler Rd. Peachtree Corners, Georgia, Gwinnett County. The applicant is requesting a SUP for the purpose of serving the congregation of about 300 families. The worship center is and will continuously be at 2845 Amwiler Rd., adjacent to the subject property. The Special Use Permit for current church property was granted in 2001.

We have a plan to renovate the subject property for the following purposes; gymnasium, classrooms, small chapel, and offices. We will submit for the necessary permits as the need arises.

We do not have plans to make any outside structural changes.

The applicant respectfully requests the application for the Special Use Permit be granted.

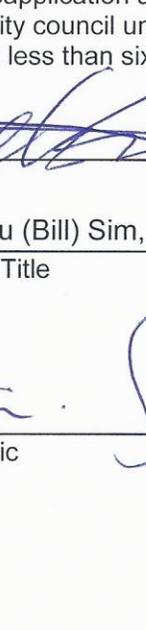
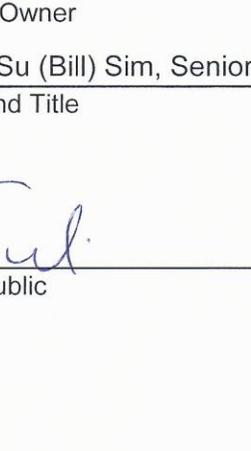
Sincerely,

Rev. Bill Sim,  
Senior Pastor of New Church of Atlanta

**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.

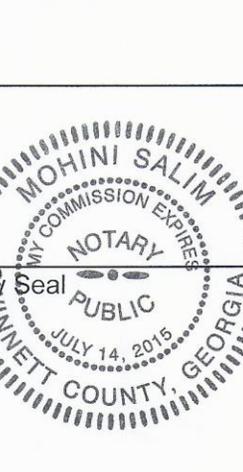
  
\_\_\_\_\_  
Signature of Applicant  
June 25, 2014  
\_\_\_\_\_  
Date  
Rev. Su (Bill) Sim, Senior Pastor  
\_\_\_\_\_  
Type or Print Name and Title

  
\_\_\_\_\_  
Signature of Notary Public  
06/25/2014  
\_\_\_\_\_  
Date  


**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.

  
\_\_\_\_\_  
Signature of Property Owner  
June 25, 2014  
\_\_\_\_\_  
Date  
Rev. Su (Bill) Sim, Senior Pastor  
\_\_\_\_\_  
Type or Print Name and Title

  
\_\_\_\_\_  
Signature of Notary Public  
06/25/2014  
\_\_\_\_\_  
Date  


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

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

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

- A. Will this proposed rezoning, special use permit, or change in conditions permit a use that is suitable in view of the use and development of adjacent and nearby property?  
Yes.
- 
- 
- B. Will this proposed rezoning, special use permit, or change in conditions will adversely affect the existing use or usability of adjacent or nearby property?  
No.
- 
- 
- 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?  
Yes. Our members reside not only in Peachtree Corners, but also in surrounding communities.  
As this additional building will serve our congregation better, they will spend more time and money at and near the church property.
- 
- 
- 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?  
Not at all. The new building will mainly serve the existing congregation and our main gathering is on Sunday.
- 
- 
- E. Will the proposed rezoning, special use permit, or change in conditions is in conformity with the policy and intent of the land use plan?  
Yes. We don't have any plan to have a further land development. We are requesting to use the purchased building and utilize it to our use.
- 
- 
- 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?  
Our current building, 2845 Amwiler Rd, is a sister building to the newly purchased building, meaning they were built together originally. We obtained the special use permit for our current building in 2001.
- 
-

**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      Rev. Su (Bill) Sim  
(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.

[Signature]      6-25-2014      Rev. Su (Bill) Sim, Senior Pastor  
 Signature of Applicant      Date      Type or Print Name and Title

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

[Signature]      06/26/2014      [Signature]  
 Signature of Notary      Date      Notary Seal







**NOTICE OF TAXES - GWINNETT COUNTY, GEORGIA**

**Richard Steele, Tax Commissioner**  
www.GwinnettTaxCommissioner.com

770-822-8800

OWNER OF RECORD	TAX YEAR	APPRAISAL DETAIL
PRIETO PROPERTIES LLC	2013	LAND VALUE: \$461,400 BLDG VALUE: \$2,078,600
PROPERTY LOCATION & DESCRIPTION	District	PARCEL ID
2865 AMWILER RD AMWILER RD	PEACHTREE CORNERS	R6250 050
		TOTAL VALUE: \$2,540,000 ASSESSED VALUE: \$1,016,000 ACREAGE: 3.3100

YOUR EXEMPTION & CREDIT SAVINGS	FOR ADDITIONAL INFORMATION THAT MAY HELP ANSWER YOUR QUESTIONS, PLEASE SEE THE REVERSE SIDE OF THIS NOTICE. If you have an escrow account, your tax information is available to your mortgage company; however, it is your responsibility to ensure taxes are paid.

**COUNTY GOVERNMENT TAXES - Levied by the Board of Commissioners and representing 37.84% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOF	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
COUNTY GENERAL FUND	1,016,000		0		0		1,016,000		0.007400		7,518.40
DETENTION CENTER BOND	1,016,000		0		0		1,016,000		0.000240		243.84
DEVELOPMENT/CODE ENFORCEMENT	1,016,000		0		0		1,016,000		0.000000		0.00
FIRE & EMS	1,016,000		0		0		1,016,000		0.003200		3,251.20
POLICE	1,016,000		0		0		1,016,000		0.001600		1,625.60
RECREATION	1,016,000		0		0		1,016,000		0.000950		965.20
<b>TOTAL COUNTY TAXES</b>									<b>0.013390</b>		<b>13,604.24</b>

**SCHOOL TAXES - Levied by the Board of Education and representing 61.74% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOF	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
SCHOOL	1,016,000		0		0		1,016,000		0.019800		20,116.80
SCHOOL BOND	1,016,000		0		0		1,016,000		0.002050		2,082.80
<b>TOTAL SCHOOL TAXES</b>									<b>0.021850</b>		<b>22,199.60</b>

**STATE, CITY & OTHER TAXES - Levied by State, City or other authorities and representing 0.42% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOF	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
STATE	1,016,000		0		0		1,016,000		0.000150		152.40
<b>TOTAL OTHER TAXES</b>											<b>152.40</b>

**TOTAL MILLAGE RATE: 0.035390** **TOTAL AD VALOREM TAXES: 35,956.24**

NON-AD VALOREM ASSESSMENTS			COMBINED TAXES AND ASSESSMENTS	
LEVYING AUTHORITY	RATE	AMOUNT	CHARGE	AMOUNT
STORMWATER SERVICE	\$2.46/100 sq.ft. X 94000 sq.ft.	2,312.40	AD VALOREM TAXES:	35,956.24
			ASSESSMENTS:	2,312.40
			INTEREST:	382.69
			<b>TOTAL AMOUNT DUE</b>	<b>38,651.33</b>
			<b>LESS PAYMENTS RECEIVED:</b>	<b>38,651.33</b>
<b>TOTAL NON-AD VALOREM ASSESSMENTS:</b>		<b>2,312.40</b>	<b>GRAND TOTAL DUE THIS BILLING:</b>	<b>0.00</b>

06/24/2014

**RETURN THIS PORTION WITH YOUR PAYMENT**

TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2013	R6250 050	06-24-2014	0.00	



R6250 050 1  
STATE BANK AND TRUST COMPANY  
PO BOX 4748  
MACON GA 31208-4748

Address Change:

Check here and fill out the back of this remittance slip if your billing address or property



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**NOTICE OF TAXES - GWINNETT COUNTY, GEORGIA**

**Richard Steele, Tax Commissioner**  
 www.GwinnettTaxCommissioner.com

770-822-8800

OWNER OF RECORD		TAX YEAR	APPRAISAL DETAIL	
PRIETO FILBERTO		2013	LAND VALUE:	\$1,200
			BLDG VALUE:	\$0
PROPERTY LOCATION & DESCRIPTION		District	PARCEL ID	TOTAL VALUE:
AMWILER RD		PEACHTREE	R6250 060	\$1,200
AMWILER RD		CORNERS		ASSESSED VALUE:
				\$480
				ACREAGE:
				0.1700

FOR ADDITIONAL INFORMATION THAT MAY HELP ANSWER YOUR QUESTIONS,  
 PLEASE SEE THE REVERSE SIDE OF THIS NOTICE.  
 If you have an escrow account, your tax information is available to your mortgage  
 company; however, it is your responsibility to ensure taxes are paid.

**COUNTY GOVERNMENT TAXES - Levied by the Board of Commissioners and representing 37.90% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
COUNTY GENERAL FUND	480		0		0		480		0.007400		3.55
DETENTION CENTER BOND	480		0		0		480		0.000240		0.12
DEVELOPMENT/CODE ENFORCEMENT	480		0		0		480		0.000000		0.00
FIRE & EMS	480		0		0		480		0.003200		1.54
POLICE	480		0		0		480		0.001600		0.77
RECREATION	480		0		0		480		0.000950		0.46
<b>TOTAL COUNTY TAXES</b>									<b>0.013390</b>		<b>6.44</b>

**SCHOOL TAXES - Levied by the Board of Education and representing 61.68% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
SCHOOL	480		0		0		480		0.019800		9.50
SCHOOL BOND	480		0		0		480		0.002050		0.98
<b>TOTAL SCHOOL TAXES</b>									<b>0.021850</b>		<b>10.48</b>

**STATE, CITY & OTHER TAXES - Levied by State, City or other authorities and representing 0.41% of your total ad valorem tax amount.**

TAXING AUTHORITY	ASSESSED VALUE	-	VOE	-	EXEMPTIONS	=	TAXABLE VALUE	X	MILL RATE	=	TAXES LEVIED
STATE	480		0		0		480		0.000150		0.07
<b>TOTAL OTHER TAXES</b>											<b>0.07</b>

**TOTAL MILLAGE RATE: 0.035390**

**TOTAL AD VALOREM TAXES: 16.99**

NON-AD VALOREM ASSESSMENTS			COMBINED TAXES AND ASSESSMENTS	
LEVYING AUTHORITY	RATE	AMOUNT	CHARGE	AMOUNT
STORMWATER SERVICE	\$2.46/100 sq.ft. X 4100 sq.ft.	100.86	AD VALOREM TAXES:	16.99
			ASSESSMENTS:	100.86
			INTEREST:	2.36
			<b>TOTAL AMOUNT DUE</b>	<b>120.21</b>
			<b>LESS PAYMENTS RECEIVED:</b>	<b>120.21</b>
<b>TOTAL NON-AD VALOREM ASSESSMENTS:</b>		<b>100.86</b>	<b>GRAND TOTAL DUE THIS BILLING:</b>	<b>0.00</b>

06/24/2014

**RETURN THIS PORTION WITH YOUR PAYMENT**

TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2013	R6250 060	06-24-2014	0.00	



R6250 060 2  
 STATE BANK AND TRUST COMPANY  
 PO BOX 4748  
 MACON GA 31208-4748

Address Change:

Check here and fill out the back of this remittance slip if your billing address or property

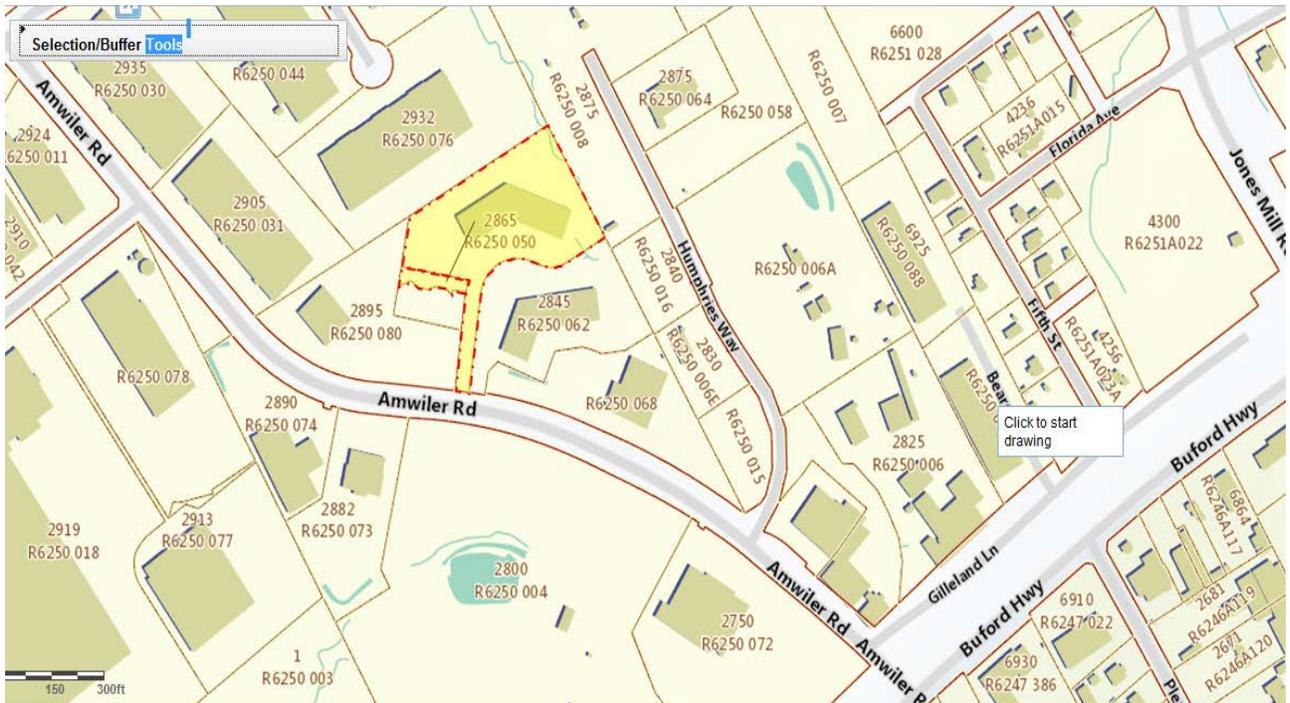


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## PUBLIC HEARING

### NEW CHURCH OF ATLANTA



**CASE NUMBER:** SUP2014-003

**PLANNING  
COMMISSION**

**CITY COUNCIL  
1<sup>ST</sup> READING**

**CITY COUNCIL  
2<sup>ND</sup> READING**

**HEARING DATES:**

8/12/14

8/19/14

9/16/14

**PROPERTY ADDRESS:** 2865 AMWILER ROAD

**IGA between City  
of Peachtree  
Corners and  
Johns Creek**

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE CITY OF JOHNS CREEK, GEORGIA  
AND THE CITY OF PEACHTREE CORNERS, GEORGIA  
FOR PROVISION OF PUBLIC WORKS SERVICES**

---

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is entered into this \_\_\_\_ day of September, 2014 by and between the City of Johns Creek, Georgia (“Johns Creek”) and the City of Peachtree Corners, Georgia (“Peachtree Corners”).

**WHEREAS**, Johns Creek and Peachtree Corners are dutifully constituted Georgia municipal corporations;

**WHEREAS**, Johns Creek and Peachtree Corners are contiguous;

**WHEREAS**, Article IX, Section III, Paragraph 1(a) of the Georgia Constitution authorizes, among other things, any municipality to contract, for a period not exceeding fifty years, with another municipality for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide;

**WHEREAS**, pursuant to the Johns Creek Charter Section 1.12(b)(7), Johns Creek is authorized “[t]o enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;”

**WHEREAS**, pursuant to the Peachtree Corners Charter Section 1.12(a)(4), Peachtree Corners is authorized “[t]o enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;”

**WHEREAS**, pursuant to the Peachtree Corners Charter Section 1.12(b), Peachtree Corners is a limited-services city able to exercise its powers “only for the purposes of planning and zoning, code adoption and enforcement, and solid waste management services and those items directly related to the provision of such services for the general administration of the city in providing such services;”

**WHEREAS**, pursuant to the Peachtree Corners Charter Section 1.12(d), Peachtree Corners may, “enter into agreements with other governmental entities ... to provide for any services not currently authorized by this charter but necessary for the general health, safety, and welfare of the citizens;”

**WHEREAS**, Peachtree Corners desires to enter into this Agreement with Johns Creek for the provision of public works services;

**WHEREAS**, Johns Creek has contracted with OPTECH RWM, LLC (“Contractor”) for the provisions of public works services; and

**WHEREAS**, Johns Creek is willing to amend its contract with Contractor in order to provide public works services to Peachtree Corners pursuant to the terms of this Agreement.

**NOW THEREFORE**, in consideration of the foregoing recitals, the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

#### **ARTICLE I – OBLIGATIONS OF JOHNS CREEK**

**1.1** Johns Creek shall, through Contractor provide personnel and equipment to carry out and complete in a good, firm, substantial, and workmanlike manner the public works services needed by Peachtree Corners.

**1.2** The general scope of work provided by Contractor will be to provide, repair, and maintain public works for the needs and safety of the citizens of Peachtree Corners in accordance with the Fourth Amendment to Contract Agreement for the Provision of Park Maintenance Services between Johns Creek and Contractor.

**1.3** Throughout the term of this Agreement, Johns Creek shall make Contractor's personnel and equipment available to Peachtree Corners for the maintenance of its public works projects and services, unless otherwise agreed to by Peachtree Corners and Johns Creek in writing.

#### **ARTICLE II – OBLIGATIONS OF PEACHTREE CORNERS**

**2.1** With respect to all public works services performed by Contractor for Peachtree Corners, Contractor shall invoice Peachtree Corners directly and Peachtree Corners shall pay all base monthly fees and any additional fees directly to Contractor.

**2.2** Peachtree Corners shall account for all revenue and expenses for the public works services performed by Contractor for Peachtree Corners.

#### **ARTICLE III – TERM OF AGREEMENT**

**3.1** The term of this Agreement is for a period commencing on October 1, 2014 at 12:00 A.M and ending on September 30, 2015.

**3.2** Either party may terminate this Agreement for any reason upon six (6) months written notice to the other party.

#### **ARTICLE IV – INDEPENDENT PERSONNEL**

**4.1** Contractor's employees providing services to Peachtree Corners pursuant to this Agreement continue to be full employees of Contractor and shall not be considered employees or agents of Peachtree Corners or Johns Creek for the purposes of any liability and/or salary and

benefits for any period of time when personnel are provided for public works services pursuant to this Agreement.

## **ARTICLE V – NOTICES**

**5.1** All required notices shall be given by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other addresses as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States mail. Any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to Johns Creek:                   City Manager  
  City of Johns Creek  
  12000 Findley Road  
  Johns Creek, GA 30097  
  Office number: 678-512-3200  
  Facsimile number: 678-512-3244

With a copy to:                       City Attorney  
  City of Johns Creek  
  12000 Findley Road  
  Johns Creek, GA 30097  
  Office number: 678-512-3200  
  Facsimile number: 678-512-3244

If to Peachtree Corners:           City Manager  
  City of Peachtree Corners  
  147 Technology Pkwy, Suite 200  
  Peachtree Corners, Georgia 30092  
  Office number: 678-691-1200  
  Facsimile number: 678-961-1201

With a copy to:                       City Attorney  
  City of Peachtree Corners  
  315 Washington Avenue  
  Marietta, GA 30060

## **ARTICLE VI – ASSIGNMENT**

**6.1** Neither party shall assign any of the obligations or benefits of this Agreement without prior written consent signed by both parties.

## **ARTICLE VII – INDEMNIFICATION**

**7.1** It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. To the extent permitted by law, and only to the extent permitted by law, Peachtree Corners shall defend, indemnify and hold harmless Johns Creek and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Johns Creek or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by Johns Creek, its employees, officers and agents. Peachtree Corners shall promptly notify Johns Creek of each claim, cooperate with Johns Creek in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Johns Creek's participation.

## **ARTICLE VIII – MISCELLANEOUS PROVISIONS**

**8.1** The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of this Agreement. This Agreement supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon Johns Creek or Peachtree Corners. Any modification of this Agreement shall be in writing signed by the parties.

**8.2** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Gwinnett, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**8.3** This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

**8.4** The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

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

[ SIGNATURES ON FOLLOWING PAGE ]

**IN WITNESS WHEREOF**, the City of Johns Creek, Georgia, and the City of Peachtree Corners Georgia, have executed this Agreement through their duly authorized officers on the day and year first above written.

**CITY OF JOHNS CREEK, GEORGIA**

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Michael Bodker, Mayor

ATTEST:

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Joan Jones  
City Clerk  
(SEAL)

Approved as to form:

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Richard A. Carothers  
Interim City Attorney

**CITY OF PEACHTREE CORNERS, GEORGIA**

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Mike Mason, Mayor

ATTEST:

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Kym Chereck  
City Clerk  
(SEAL)

Approved as to form:

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William F. Riley  
City Attorney

**APH 2014-09-012**

**Zoe's Kitchen**



Mike Mason, Mayor

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

James Lowe - Post 2, Council Member  
Jeanne Aulbach - Post 4, Council Member  
Weare Gratwick - Post 6, Council Member

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To: Mayor and City Council  
Cc: Julian Jackson, City Manager  
From: Diana Wheeler, Community Development Director  
Date: September 16th, 2014 City Council Meeting

Agenda Item: APH 2014-09-013- Approval of Alcoholic Beverage License Application for Zoe's Kitchen Holding Company, LLC at 5150 Peachtree Pkwy, Ste 200, Peachtree Corners GA 30092. Applicant is David Friedman for Consumption on Premise Wine & Malt Beverage License.

**Staff Recommendation:**

Approve the application for Consumption on Premise Beer & Wine Beverage License for Zoe's Kitchen Holding Company, LLC located at 5150 Peachtree Pkwy, Ste 200, Peachtree Corners, GA 30092

**Background:**

Applicant submitted a completed application on August 25<sup>th</sup> 2014. Required advertising for the application was published in the Gwinnett Daily Post, the legal organ of the City, on September 5th and September 12th. The applicant has passed the background investigation and meets all requirements.

**Summary:**

Staff has reviewed this application and finds no reason to deny the application.

**Alternatives:**

None

# **IGA for Inmate Housing**

STATE OF GEORGIA

COUNTY OF MITCHELL

## INMATE HOUSING AGREEMENT

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 between the City of Pelham, Mitchell County, Georgia, a political subdivision of the State of Georgia, and its Chief of Police, and the City of Peachtree Corners, Georgia, and its Chief of Police, a political subdivision of the State of Georgia, and its City Manager.

### WITNESSETH:

WHEREAS, the City of Pelham and its Chief of Police (collectively referred to as "City of Pelham") and the City of Peachtree Corners and its City Manager (collectively referred to as "City of Peachtree Corners") desire to enter into an agreement for the provision of jail (inmate detention) services for the purpose of housing and maintaining certain inmates, and,

WHEREAS, the City of Pelham has certain required jail facilities available for inmate detention use by the City of Peachtree Corners, and,

WHEREAS, the City of Pelham is willing to make certain jail facilities available to the City of Peachtree Corners based on a cost reimbursement formula that reasonably approximates the actual cost of the City of Pelham to own and operate said Detention Center, and,

WHEREAS, the City of Pelham will maintain in effect liability coverage, a copy of the coverage provided upon request.

NOW, THEREFORE, in consideration of the mutual benefits flowing from one party to the other, it is hereby agreed as follows:

1. TERM OF AGREEMENT:

The term of this agreement shall be one (1) year effective immediately, unless terminated in accordance with this agreement. This agreement shall continue automatically after the first year, or for as long as all parties are satisfied without notification by or to either party so long as such extension shall not exceed fifty (50) years. There is no minimum number of inmates that the City of Peachtree Corners will be required to house at the City of Pelham Detention Center.

2. HOUSING:

The City of Pelham will make its Detention Center available to the City of Peachtree Corners for the secure care and housing of its inmates to the extent space and resources are available, in the discretion of the Chief of Police or Jail Administrator; provided, however the Detention Center shall attempt to maintain no less than twenty-five (25) inmate spaces for they of City of Peachtree Corners. The parties shall cooperate regarding the number of spaces

available and provide reasonable notice to the other regarding any significant deviation in the number of spaces generally available. The housing of inmates shall include the secure custody, care and safekeeping of Peachtree Corners' inmates including, but not limited to, the provision of an appropriate physical space within a Detention Center and those necessary related facilities and services such as public utilities, heat, air conditioning, recreational facilities, etc., needed to appropriately support the housing of inmates in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Detention Center.

3. NORMAL MAINTENANCE SERVICES:

The City of Pelham will provide normal maintenance services for all City of Peachtree Corners inmates housed in the City of Pelham Detention Center. Normal inmate maintenance services shall be defined as those ordinary and routine human in accordance with state and local laws, standards, policies, procedures or court orders applicable to the operations of the Detention Center. Generally, such normal maintenance shall include, but not be limited to, all administrative services, inmate meals, inmate recreation, inmate library/educational services, inmate transportation, and other related miscellaneous and incidental inmate services provided by the Detention Center for inmates.

4. MEDICAL AND OTHER SERVICES:

The City of Pelham will provide medical services through its existing staff at no charge to the City of Peachtree Corners, related to such staff time. In addition to the per diem described below, the City of Peachtree Corners, however, shall be responsible for the cost of medical or dental services and medication provided to any City of Peachtree Corners inmate. Any medical treatment other than routine or incidental care shall require prior notice to and approval by the City of Peachtree Corners. Such non-incidental/non-routine treatment shall include, but not be limited to, any care requiring transportation outside of the facility or treatment by an outside health care provider or requiring any prescription medication. Whenever non-incidental/non-routine medical or dental treatment is necessary, the City of Peachtree Corners may return the inmate to its own custody for appropriate evaluation and/or treatment, as the case may be.

5. DELIVERY OF INMATES:

The City of Peachtree Corners officer releasing the inmates shall notify the City of Pelham officer of any unusual or extraordinary health or medical problems associated with the inmate at the time of transfer. The City of Pelham Chief of Police and Jail Administrator have the right to refuse delivery of any City of Peachtree Corners inmate who in their judgment will endanger the health and/or safety of other inmates or jail staff, for such reasons as unusual or contagious medical problems, excessive disruptive behavior, etc.

6. TRANSPORTATION:

The City of Pelham shall transport the City of Peachtree Corners inmates from the City of Peachtree Corners Police Department or any other facility housing inmates for the City of Peachtree Corners and deliver them to the City of Pelham Detention Center. In addition, the City

of Pelham agrees to provide all subsequent transportation for the City of Peachtree Corners inmates to and from the City of Pelham Detention Center when the attendance of such inmates is required for any judicial or medical proceeding as requested by the City of Peachtree Corners. The above transportation shall be at no cost to the City of Peachtree Corners other than as set forth in this Agreement.

7. PER DIEM FEE; REIMBURSEMENT OF EXPENSE:

The City of Pelham shall invoice the City of Peachtree Corners and the City of Peachtree Corners shall pay for said services and cost on a monthly basis as outlined herein.

The City of Peachtree Corners shall pay **Forty dollars (\$40.00) per day** for the cost of providing normal maintenance services which shall include housing, delivery and all transportation of each of its inmates incarcerated in the City of Pelham Detention Center as set forth in this Agreement. The City of Peachtree Corners shall pay the full per diem fee for any inmate of the City of Peachtree Corners who is booked into the City of Pelham Detention Center and released in less than twenty-four (24) hours. In addition to the per diem, the City of Peachtree Corners shall be responsible for the payment of any and all medical or dental services and medication to the City of Peachtree Corners inmate held by the City of Pelham, as described in this Agreement.

8. PAYMENT; INVOICES:

The per diem fee to the City of Pelham for the previous month's inmate housing services is due and payable to the City of Pelham Detention Center thirty (30) days after receipt of the City of Pelham's invoice. The City shall pay and prepare and submit an invoice each month to the City of Peachtree Corners to include the name of each City of Peachtree Corners inmate, their dates of confinement, the total days for which to be reimbursed and the amount of reimbursement due. The invoice shall include the name from data provided by the Pelham Chief of Police or Jail Administrator.

9. NOTICES:

Official notices, payments and correspondence to the City of Pelham shall be delivered in person or transmitted by regular mail to **The Office of the Chief, Pelham Police Department, 410 Mize Street, N.W., Pelham, Georgia, 31779.**

Official notices, payments and correspondence to the City of Peachtree Corners shall be delivered in person, transmitted by regular mail to the

**City of Peachtree Corners  
Attn: Brandon Branham  
147 Technology Parkway  
Peachtree Corners, Georgia 30092**

10. RECORDS; AUDIT:

The City of Pelham agrees upon request to furnish the City of Peachtree Corners, or its agents all records pertaining to housing and maintenance of the City of Peachtree Corners inmates in the City of Pelham Detention Center. The City of Peachtree Corners shall have the right to audit all financial data pertaining to the fees and expenses charged the City of Peachtree Corners for the housing and maintenance of inmates, which right shall survive the term of this Agreement. The City of Pelham's Chief of Police or Jail Administrator shall maintain a record of each of the City of Peachtree Corners' inmate which shall include the duration of confinement.

11. MODIFICATION:

This Agreement may be changed at any time during its term of operation. Changes, modifications and deletions shall only be effective if made in writing and signed by the appropriate authorities for each party.

12. TERMINATION:

This Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice to the other party of the intended date of termination. The City of Pelham may terminate this Agreement and refuse to accept the City of Peachtree Corners inmates if the City of Peachtree Corners fails to remit all monies due in a timely manner. Provided, however, regarding any termination of this Agreement, the parties shall cooperate to transition the housing of prisoners in a reasonable timeframe.

13. COURT ORDERS:

The City of Pelham's obligation to accept inmates of the City of Peachtree Corners shall be suspended from such period of time as the City of Pelham is prohibited, pursuant to the order of a court of competent jurisdiction, from accepting inmates.

14. TIME OF PERFORMANCE:

Time is the essence in the performance of this Agreement.

16. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions and represents the entire agreement between the parties and supersedes any preexisting agreements relating to the use of the jail facilities of the City of Pelham by inmates of the City of Peachtree Corners. There are no understandings, representations, or agreements, written or oral, other than those contained in this Agreement.

Nothing contained in this Agreement shall be deemed to create any relationship other than that of an independent contractor between the City of Pelham and the City of Peachtree Corners. Under no circumstances shall any City of Pelham official or employee be deemed to be

an employee of the City of Peachtree Corners for any purpose. Under no circumstances shall any City of Peachtree Corners official or employee be deemed to be an employee of the City of Pelham for any purposes.

15. LIBILITY, INDEMNITY AND HOLD HARMLESS:

In the event that any City of Peachtree Corners inmate that has been transported, housed or provided medical attention by the City of Pelham or the City Manager, in accordance with this Inmate Housing Agreement, brings a lawsuit or action against the City of Peachtree Corners, the City of Peachtree Corners Mayor, City Manager and Chief of Police, or any officer, agent, elected official, or employee thereof, in either state or federal court, setting forth a claim of any kind or nature whatsoever arising out of the alleged acts or omissions of the City of Pelham officers, agents or employees and/or the City of Pelham City Chief of Police, jailers or health care providers, then the City of Pelham agrees to defend, indemnify and hold harmless the City of Peachtree Corners and/or the City of Peachtree Corners Mayor, City Manager and Chief of Police and their respective officers, agents and/or employees harmless from any such claim or cause of action, be it based upon state or federal law, including but not limited to any claim for inadequate medical care, excessive force, cruel and unusual punishment, conditions of confinement or deliberate indifference.

IN WITNESS WHEREOF, the City of Pelham and the City of Peachtree Corners have caused this Agreement to be duly enacted by their proper officers and so attest with their signatures affixed hereto.

\_\_\_\_\_  
Mayor  
City of Pelham

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Notary Public:

Approved as to form:

\_\_\_\_\_  
City Attorney

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Mayor <NAME>  
City of Peachtree Corners

Signed, sealed and delivered  
in the presence of:

---

Attest

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Notary Public:

Approved as to form

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City Attorney

**02014-10-31**

**Crowell Brothers  
Funeral Home**

**AN ORDINANCE TO AMEND THE CITY OF PEACHTREE CORNERS ZONING MAP PURSUANT TO SUP2014-004, CROWELL BROTHERS FUNERAL HOME, REQUEST FOR A SPECIAL USE PERMIT ON A 2.76 ACRE PARCEL ZONED C-2 (GENERAL BUSINESS) TO ALLOW A CREMATORY WITHIN AN EXISTING FUNERAL HOME AT 5051 PEACHTREE INDUSTRIAL BOULEVARD**

**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 meetings were held by the Mayor and City Council of Peachtree Corners on September 16, 2014 and October 21, 2014;

**NOW THEREFORE,** The Mayor and City Council of the City of Peachtree Corners while in Regular Session on October 21, 2014 hereby ordain and approve the Zoning Case SUP2014-004, Crowell Brothers Funeral Home, for the above referenced property with the following enumerated conditions:

1. Crematory, as a special use, shall be added to the funeral home facility and limited to a designated location within the existing building.
2. No additional building square footage shall be permitted to accommodate the crematory, and the crematory shall be limited to 1 (one) retort which may occupy no more than 110 square feet of building space within the existing funeral home.
3. Use of the crematory shall be limited to on-site customers only. No cremation services shall be provided for off-site funeral homes.
4. Any chimney associated with the crematory shall be enclosed.
5. All appropriate state and federal rules and regulations required for the crematory shall be observed in its use. The cremation system shall be a “destruction and capture of emissions” type unit, and shall include opacity controls, Intuitive Logic Control systems and oxygen controls.
6. No exterior advertisement of crematory services shall be permitted on the property.
7. Crematory shall have the same hours of operation as the funeral home. No after-hours use of the crematory shall be permitted.
8. If any inspection identifies a deficiency in the crematory, the retort shall not be operated.

Effective this 21st day of October, 2014.

So signed and Witnessed

Approved :

this \_\_\_\_\_ day of \_\_\_\_\_, 2014  
Attest:

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

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

**Life Cycle Housing  
and  
Economic  
Development**



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: September 16, 2014

SUBJECT: Gateway Grant Landscape Plan

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Pond and Co. has developed a landscape and lighting plan (attached) to utilize the Gateway Grant and augment the existing Gateway sign at the City's southern entrance.

Often times, landscaping and lighting are used as background elements to signage. However, in this case where traffic moves quickly and the sign is easy to overlook, the designers felt that a bold plan was needed. They developed a design that utilizes landscaping and lighting as the stage setting for the existing, low-profile sign. The plan's concept is based on drawing the motorist's eye to the sign by using visual perspective and distance together with strategically placed landscaping and lighting.

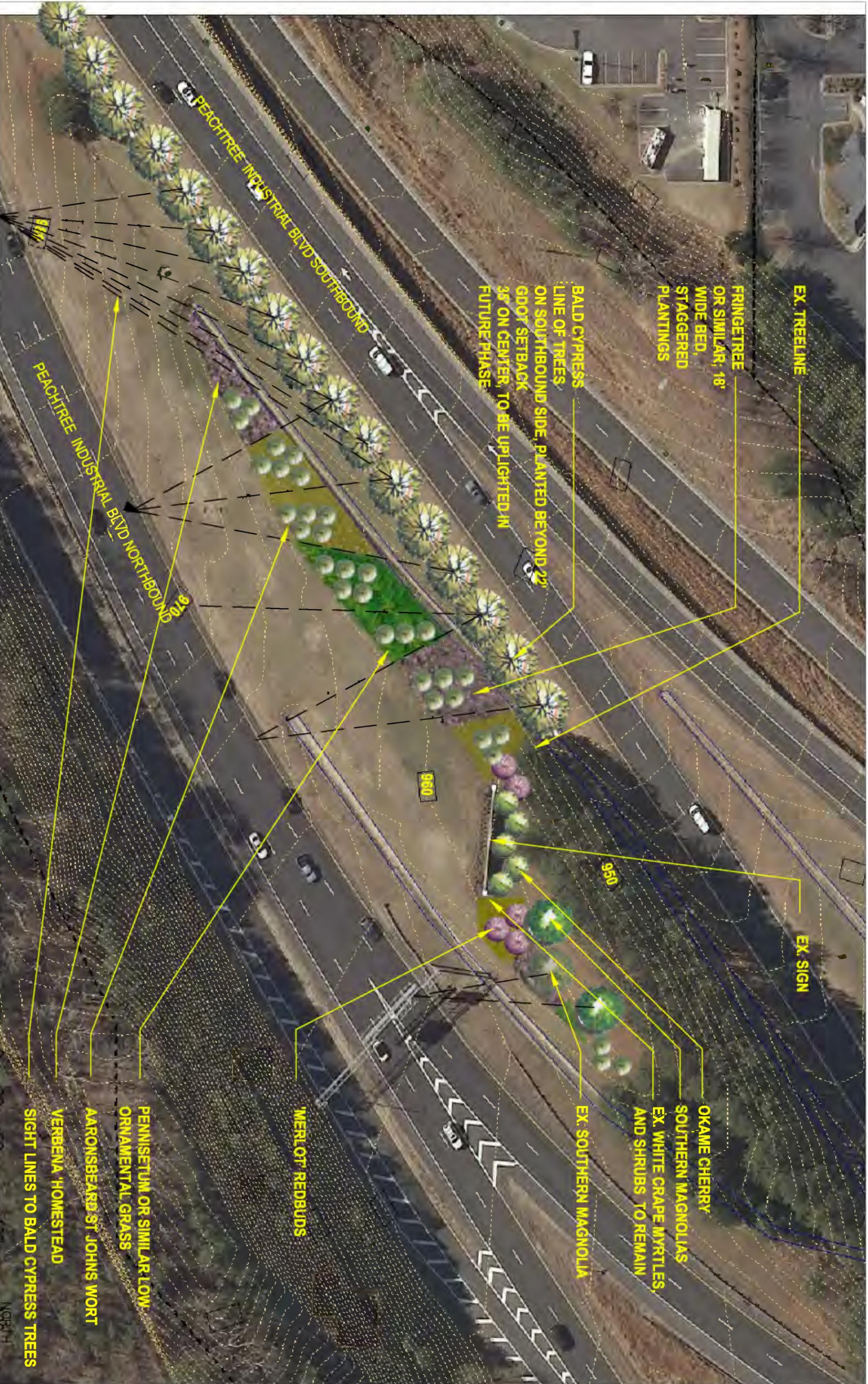
The plan calls for a long, repetitive row of trees to be planted well in advance of the sign in order to provide the motorist with a visual cue that something lies ahead at the end of the row. Each tree would have an up-light to enhance its verticality and, when combined, all the lights would emphasize the linear progression toward the sign. Ground cover in front of the trees as well as Cherry and Red Bud trees behind the sign would further direct the eye toward the sign through the use of vibrant color. All the landscaping and lighting would work in concert to make the sign the focal point of a unified gateway feature.

Pond also prepared a preliminary cost estimate (attached) for this project. The cost estimate identifies the items eligible for the \$50,000 grant funding and those that are outside of the grant's scope. The cost estimate does not include the anticipated \$20,000 generously offered by UPCCA toward lighting. In summary, the cost for the entire project is estimated to be \$149,567. When the Gateway Grant and UPCCA's contribution are subtracted from the total, the remaining \$79,567 would be the City's contribution to the Gateway project.

Next Steps:

Option 1: Authorize Staff to proceed with this plan; or

Option 2: Identify an alternate project cost or plan objective so that modifications to the plan can be made.



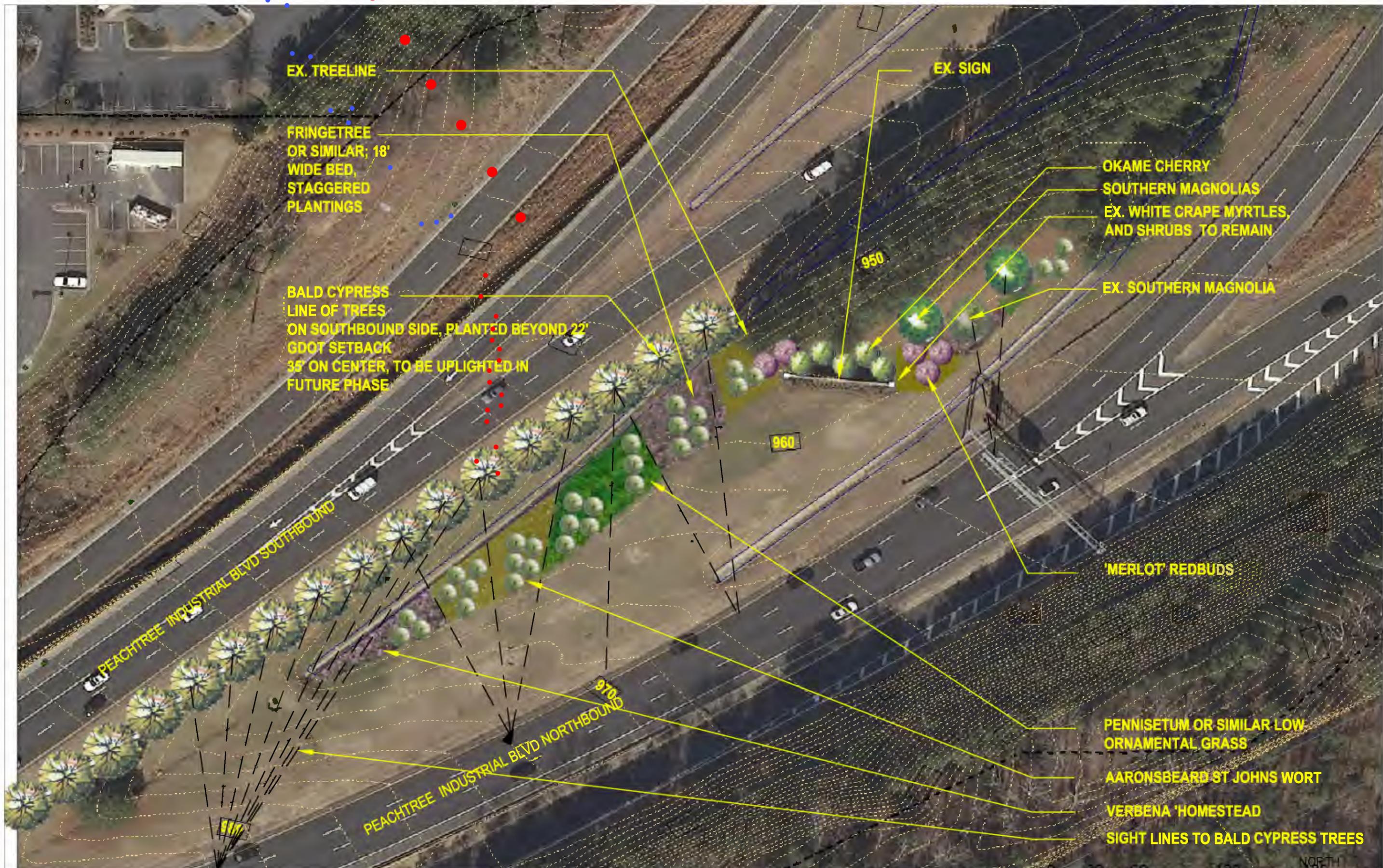
**PEACHTREE CORNERS GATE WAY CONCEPT**

REVISED AUGUST 26, 2014



SCALE: 1" = 30'





**PEACHTREE CORNERS GATE WAY CONCEPT**

REVISED AUGUST 26, 2014



Peachtree Industrial Blvd

GATEway Landscaping at Peachtree Corners Gateway Sign					
Updated 09/ 10/2014					
Quantity	Description	SIZE	Units	Unit Price	Cost
5	Cercis x 'Merlot', Redbud ' Merlot'	3-3.5"Cal.	EA	\$435.00	\$2,175.00
32	Chionanthus virginicus *, Prodigy Fringetree Cultivar	2.5"-3"Cal.	EA	\$500.00	\$16,000.00
5	Prunus 'Okame', Okame Cherry	3-3.5"Cal.	EA	\$375.00	\$1,875.00
2	Magnolia grandiflora 'Little Gem', Little Gem Magnolia	12-14'HT	EA	\$800.00	\$1,600.00
17	Taxodium distichum, Bald Cypress	5-5.5" caliper	EA	\$1,000.00	\$17,000.00
260	Pennisetum alopecuroides ' Hameln', Dwarf Fountain Grass	1 gallon	EA	\$25.00	\$6,500.00
758	Hypericum calycinum, Aaron's Beard	1 gallon	EA	\$15.00	\$11,370.00
1340	Veberna ' Homestead Purple', Homestead Verbena	1 gallon	EA	\$15.00	\$20,100.00
4110	Pine Straw Mulch, 3" deep, hand spread	LS	S.F.	\$0.15	\$616.50
1	Turf removal	LS	Lump Sum	\$1,233.00	\$1,233.00
1	Soil Amendments and Ground Preparation	LS	Lump Sum	\$3,180.00	\$3,180.00
1	Lighting & Electrical	LS	Lump Sum	\$42,990.00	\$42,990.00
				<b>PROJECT SUBTOTAL</b>	\$124,639.50
				<b>20% CONTINGENCY</b>	\$24,927.90
				<b>TOTAL PROJECT</b>	<b>\$149,567.40</b>
1340	Veberna ' Homestead Purple', Homestead Verbena	1 gallon	EA	\$15.00	\$20,100.00
1	Lighting & Electrical	LS	Lump Sum	\$42,990.00	\$42,990.00
				<b>TOTAL ITEMS NOT ELIGIBLE FOR FUNDING</b>	\$75,708.00
				<b>TOTAL ITEMS ELIGIBLE FOR GDOT FUNDING</b>	<b>\$73,859.40</b>
				<b>GDOT FUNDING AVAILABLE</b>	<b>\$50,000.00</b>
				<b>AMOUNT TO BE FUNDED BY CITY (INELEGIBLE ITEMS AND AMOUNT EXCEEDING GDOT FUNDING)</b>	<b>\$99,567.40</b>
Options					
Quantity	Description	SIZE	Units	Unit Price	Cost
1	Turf removal*	LS	Lump Sum	\$6,230.00	\$6,230.00
20770	Sod Installation*		SF	\$0.50	\$10,385.00
				<b>SUBTOTAL ADDITIONAL SOD</b>	\$16,615.00
				<b>20% CONTINGENCY</b>	\$3,323.00
				<b>TOTAL ADDITIONAL SOD</b>	<b>\$36,553.00</b>
	* This is for the general areas around the planting beds, trees and sign				

All proposed plant selections will comply with GDOT Landscape requirements and focus on native and non-invasive selections, drought tolerant, hardy and low maintenance attributes.

GDOT Funded costs exclude design maintenance. The City will fund any non-funded items proposed on the project.

# **Gateway Entry Design**



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

DATE: September 16, 2014

SUBJECT: Life Cycle Housing and Economic Development

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Peachtree Corners was founded on the concept of locating housing close to jobs, an innovative idea for a time when most housing and jobs were intentionally separated by miles of highways. The 'live near work' model has served the City well over the years and has resulted in the development of quality single-family homes within easy access of Technology Park and other business developments. Over the years, the 'live near work' model has stayed strong and has even become the preferred alternative in most metro communities. However, the 'live' and 'work' components, themselves, have undergone a dramatic change. Through advancements in technology, workers have become more mobile and many no longer need or want to be tied to a specific location. In addition, the recent collapse and slow resurgence of the housing market has made many, especially younger, people hesitant to spend their limited funds on housing, a potentially unreliable investment.

These factors create an economic development challenge because businesses often base their locational decisions on the availability of workforce. And the workforce often makes its locational decision based on the availability of housing. Housing near the city's center and Technology Park, for example, has to meet the needs and expectation of the employees that high-tech businesses require and must attract to this area in order to make Peachtree Corners a viable location for their companies. The single-family detached home within walking distance of a good school is not the preferred housing choice for today's younger, tech savvy employee. And their priorities have evolved to take precedence over the priorities of others as businesses work hard to recruit the skilled work force they need.

However, it's also important to note that business recruitment is not the only important aspect of economic development that should concern the City. Peachtree Corners is currently home to have many quality companies that have been here for years. These businesses must routinely evaluate their products and services and must be prepared to adapt to the marketplace in order to remain viable. Most of these businesses are not property owners, but are tenants with leases that cycle in regular intervals. This means that if Peachtree Corners does not meet their needs and those of their employees, it risks losing existing businesses in addition to not being able to compete for new ones.

Over the past fifteen years, the housing and jobs dynamic has experienced a significant transformation; yet, the City of Peachtree Corners housing options have remained relatively unchanged. 88% percent of the City's housing stock was built prior to the year 2000. The average age for a home in Peachtree Corners is 27 years. The City's Comprehensive Plan (p. 82) anticipates a need for 3667 additional housing units over the next twenty years, a 22% increase over the City's current 16,715 housing units. 47% of all the City's housing consists of single-family detached homes. In a suburban environment, these types of units are generally favored by people up to 18 years of age and in the 30 -55 year old age bracket primarily consisting of families with children. However there are at least three additional age demographics that need to be accommodated in order for Peachtree Corners to have full life cycle housing options. The first one of these has the greatest impact on jobs and, therefore, requires the most immediate attention.

The *Millennials* represent the 19 – 30 year olds who do not live in their parents' home and don't want to purchase their own. They want to maintain their mobility and job flexibility. They don't need to be near good schools, but they want to be close to work, shopping and entertainment. They prefer to rent or lease within mixed use areas that offer lots of amenities.

*Seniors* represent the 55-80 year old demographic who no longer need a larger family home and all of its associated maintenance. Empty-nesters often want to 'downsize' in order to reduce their expenses and streamline their living conditions. Some older Seniors are widows whose adult children live too far away to assist with home maintenance. They often prefer to rent housing in order to shift the home maintenance burden to a landlord. Like the Millennials, Seniors don't need to live close to good schools. However, unlike Millennials, many Seniors are retired and also don't need to be too close to jobs.

*Mature Adults* represent the over 80 year old demographic. This age group often does best in a congregate living environment where many daily services such as cooking and laundry are provided. Assisted Living facilities and Progressive Care Communities offer many Mature Adults the opportunity to continue to live in familiar surroundings near family, friends, and their houses of worship. Congregate housing facilities don't need to be near schools or jobs and since their residents are vehicle dependent, congregate housing can be located throughout the city.

Staff has prepared a map, (attached), that identifies areas appropriate for Millennial and Senior housing. The base map used for this document is the elementary school zone map. Although the housing areas shown on the map both fall within the Peachtree Elementary zone, it should be noted that neither the Millennials or Seniors make any significant contributions to elementary schools.

Next Steps: If there is interest in accommodating Millennial and Senior housing, Staff can prepare additional documents for consideration such as draft regulations for age-restricted housing and draft regulations for Millennial Housing.

