

CITY COUNCIL OF PEACHTREE CITY

Minutes of Meeting

March 7, 1996

7:00 p.m.

The Mayor and City Council of Peachtree City met in regular session on Thursday, March 7, 1996, at 7:00 p.m. in the City Hall Council Chambers.

Mayor Lenox led those in attendance in the pledge of allegiance. Present were: Mayor Robert L. Lenox, Councilmembers Annie McMenamin, Robert Brooks, Jim Pace and Caroline Price.

Additional Agenda Items

None.

Announcements, Awards, Special Recognition

Mayor Lenox proclaimed March 12, 1996, as "Girl Scouts' Be Your Best Day."

Minutes

McMenamin made a motion that the minutes of the February 15, 1996, meeting be approved. Price seconded the motion. Motion carried unanimously.

Old Agenda Items

11-95-11 - Public Hearing - Rossetti Request for Multi-Family Grandfather Status

Bill Wheelock, representing the Concerned Citizens of Peachtree City Committee (CCPCC), addressed Council and once again expressed their strong opposition to the development of additional apartments in Peachtree City. Wheelock said CCPCC would like to see the area developed as it was zoned. He suggested several commercial uses for the property but felt strongly that a commercial shopping center comparable to Westpark, Kroger or Publix would be detrimental to the community.

CR Partners and Ravin Homes had agreed to a compromise to settle and resolve issues raised in pending lawsuits. Lenox asked Jim Williams, Director of Developmental Services, to review the proposed Development Agreement.

Williams read and discussed the following 14 issues of the Development Agreement:

- I. This agreement provides for the development of the following two tracts of land which are the subject of the reference litigation (collectively referred to as the "Property"):
 - A. A tract of approximately 38 acres along Ga. Highway 54 to be developed by CR Partners for multi-family residential use (the "38 Acre Tract"); and
 - B. A tract of approximately 63 acres adjoining the 38 Acre Tract, to be developed by Ravin Homes, Inc. for single family residential use (the "63 Acre Tract").
- II. Developers agree to forego any multi-family development on the 63 Acre Tract, thereby giving up a 300 unit apartment development which was planned and approved for the 63 Acre Tract. Instead, the 63 Acre Tract will be developed by Ravin Homes, Inc. solely for single family homes, comprising up to 220 units at a density not to exceed four units per acre.
- III. The multi-family housing component of the overall development will be moved to the 38 Acre Tract portion of the Property. The total number of residential units in this apartment community will not exceed _____ units and the density of the development will not exceed _____ units per acre. *(Williams said the number of units had not yet been agreed upon.)*
- IV. Developers agree that the quality of the apartment development on the 38 Acre Tract will be equal to or better than the apartment complex in the City of Peachtree City named "Balmoral Village." In meeting the "equal to or better than" standard, the Developers agree to include the following features:
 - A. Perimeter landscape buffers at least 50 feet wide;
 - B. Heavy internal landscaping;
 - C. Landscaped areas, including buffers, comprising at least 20 percent of the total site;
 - D. Significant tree-save areas;
 - E. Two swimming pools;
 - F. Two lighted tennis courts or a working agreement, acceptable to the City of Peachtree City, with the Tennis Center;

- G. A play court with basketball and volleyball capability;
- H. A multi-purpose community room with space for parties, special events, and tenant meetings;
- I. Two laundry areas;
- J. A fitness studio;
- K. A central trash compactor, buffered from the living units;
- L. Convenient areas for recycling solid waste;
- M. Golf cart storage and recharge areas;
- N. A covered facility for washing vehicles;
- O. A viable tenant association that can work with management and coordinate with the City; and
- P. A management group that has strict tenant rules, is willing and able to enforce those rules, is willing to work closely with the tenants to maintain and improve the project, and will participate with other management groups and City officials in a community-wide tenant improvement program.

All of the above-stated features will be accomplished in a manner that is consistent with City Ordinances.

- V. The City will cooperate with the Developers as it cooperates with any other developers to assist the Developers in obtaining sewer access to serve the 38 Acre Tract and the 63 Acre Tract. In the event the Developers are not able to acquire such sewer access in time to meet construction deadlines, nothing herein shall be construed to prevent Developers from seeking to obtain sewer access by other means.
- VI. The Developers will plan and design the development to allow access to Wynnmeade subdivision and will dedicate, at no cost to the City, sufficient right of way for such access; however, the cost of constructing the access, should the City elect to construct such access, will be borne by the City.
- VII. The City will not be required to pay any of the costs of infrastructure construction to serve Developers' projects. The Developers will reserve an 80-foot right of way for the proposed Line Creek Parkway and a 60 foot right of way for the proposed West Village Drive, as shown on the Conceptual Plan for Line Creek Village prepared by the Developers and submitted as part of the Development Agreement. The Developers will construct that portion of Line Creek Parkway from Highway 54 north approximately 1700 feet to the entrance of the Cedarcroft subdivision to at

least "Village Collector Standards" (as defined by City Ordinance) and will dedicate that road and its attendant right of way to the City at no cost to the City. The Developers will pay for and install a traffic signal and all necessary road improvements at the Georgia Highway 54 intersection with Line Creek Parkway in accordance with City and Georgia D.O.T. requirements.

- VIII. The Developers will pay an impact fee of \$1,314,00 per dwelling unit if, under City ordinances, the impact fee assessment is made no later than January 1, _____. (*Williams said the year still needed to be negotiated.*)
- IX. The Developers will comply with all City Ordinances and will perform all construction at least in accordance with established city standards.
- X. The City, at its election and at City expense, is entitled to make a subdivision entrance road connection between the Line Creek Parkway and the Wynnmeade Subdivision at or near the point where the West Village Drive intersects with Line Creek Parkway. Developers will donate the right of way for this entrance to the City.
- XI. As part of an overall development agreement, the Developers will consent to initiate a rezoning of the Property to single family and multi-family residential classifications which reflect the actual uses of the Property, after the consent order and judgment contemplated in paragraph 14 has been entered.
- XII. The details of implementing this agreement will be handled by the Developers and the Peachtree City Planning Commission and the site plan will be prepared and submitted to the Planning Commission for approval.
- XIII. Developers acknowledge that, as an integral part of this Development Agreement, City Council will adopt a resolution concerning this Development Agreement. The Developers agree to abide by the terms of the said Resolution as though those terms were set forth herein.

XIV. The terms of this agreement will be incorporated into a consent order and judgment to be prepared by counsel for the Developers and the City and filed in court to resolve the two lawsuits reference above.

McMenamin asked Williams if it were true that the buffer, street and landscape requirements would limit the number of units that could be built or if the Developers could just add a third floor to each building. Williams responded that it would limit the number of units but that the buildings could also be built to be entered on the second floor and then have one flight of stairs down to the first floor and one flight of stair up to the third floor. He said this type of apartments were built in Balmoral and seemed to work well.

Lenox said that while the Concerned Citizens of Peachtree City did not want apartments in that area they were also strongly opposed to commercial development in that area. Lenox said there were 140 acres of land zoned for commercial in that area. Lenox said he had heard arguments that apartments would create additional crime and traffic but he felt 140 acres of commercial development would generate much more crime and traffic.

Lenox said he wanted to see a high quality development in that area and felt the Planning Commission should be responsible for working though the issues during the site plan process.

Price said she had always supported an integrated plan for that area and she felt the Development Agreement that was presented appeared to be a compromise that would benefit everyone involved. She said the City would benefit by having the Developers address the traffic and infrastructure issues. Price also said she felt Council should send the Development Agreement to the Planning Commission to set perimeters for them to work through the site plan issues.

Doug Dillard, attorney for the applicants, thanked the City for trying to work out a compromise but he wanted to stress that his applicants had already cut over 1,000 apartments from their original plans for development and they could not agree to build less than 399 units.

Webb asked Dillard if his clients understood that if any part of the Development Agreement is not met than the Grandfather Status would be rescinded. Dillard responded that they understood that but the agreement should be transferable to a future party if needed.

Wheelock addressed Council and restated that his group did not want a large shopping center comparable to Publix but that they did prefer other commercial development as opposed to apartments. Wheelock also stated his group was not aware that there were over 140 acres of land zoned for commercial use in that area.

McMenamin said she could not vote in favor of the agreement but she wanted to applaud the efforts that had been made in reducing the number of apartments from 1,140 to 399.

Brooks said he did not have any new comments to make but wanted to stress that he continued to have concerns about the development of the Westside Village.

Pace said he could have never supported taking away Rossetti's right to develop apartments because his plan had already been approved. He said he had heard everyone comment that the proposed new location would be a better site for the density and he was supportive of the proposed Development Agreement. Pace said there was tremendous opposition to the development of Planterra Ridge and Peachtree Executive Conference Center from the public but both of those projects were now quality developments and an asset to the community. Pace stressed that he felt it would be in the best interest of the community to approve the Development Agreement and allow the development of 399 apartments because the City could probably not defend a law suit. He said if the City were to lose the law suit, over 1,000 apartments could be built and the project would not include the amenity package and infrastructure provided in the Development Agreement.

Price made a motion to accept and approve the Development Agreement between CR. Partners, Ravin Homes, Inc. and the City of Peachtree City to settle and resolve the issues relating to two tracts of land being approximately 38 acres along GA Highway 54 and 63 acres adjoining the 38 acre tract. Paragraph three of the Development Agreement should state that the community would not exceed 399 units and would have a minimum of 378 units, and paragraph eight should state that the developers would pay an impact fee of \$1,314 per dwelling unit if, under city ordinances, the impact fee assessment is made no later than January 1, 1997. Price included in her motion that Mayor Lenox should be empowered to sign the Resolution that supports the Development Agreement and that the proposed site plan should be incorporated with the Development Agreement as presented. She said the agreement would stand with that proposed site plan and could be executed either by the current property owners or anyone else who should hold title in the future.

Price amended her motion that paragraph three read "...not to exceed 399 units and the density of the develop will not exceed 14.7 units per acre."

Lenox seconded the motion.

Motion carried with Price, Lenox, and Pace voting Aye and McMenamin and Brooks voting Nay.

Mr. Wheelock addressed Council and said this approval would bring the total number of apartments in Peachtree City to 1,674 units which would be over 12% of the residential units in Peachtree City. Wheelock asked Council to consider reinstating the moratorium on additional apartments.

Pace made a motion to place a moratorium on all other apartment buildings in Peachtree City. Brooks seconded the motion. Motion carried unanimously.

Mayor Lenox adjourned the meeting for a brief recess at 8:15 p.m.

Mayor Lenox reconvened the meeting at 8:30 p.m. Lenox said a citizen had asked if Council could legally take action on something that was not specifically listed on the agenda and asked the City Attorney, Jim Webb to address the issue. Webb said that the citizen had said that the agenda item being considered was "**Public Hearing - Rossetti Request for Multi-Family Grandfather Status**" and asked if that was providing adequate notice to the public considering the action that was taken. Webb said the same issue had been discussed since October and that under the "Open Records Act" the only legal requirement that Council had was to notify the public of the date and time of their meetings and then two business days after the meeting an agenda of all action taken must be made available to the public.

11-95-10 Wynnmeade Traffic Signal

Lenox said Council had authorized staff to spend up to \$102,000 for the installation of a traffic signal and the intended road improvements at Wynnmeade Parkway and Highway 54. Lenox said it had been difficult to obtain bids on the project and only one company, McCoy Grading Company, had submitted a bid of \$139,500.

Lenox said staff had met with the Wynnmeade Homeowners Association representatives as well as other Wynnmeade residents to discuss the installation of the signal versus a new entrance onto the Collector road to be built by the apartment developers from Highway 54 back to the Cedarcroft subdivision.

Lenox said Council needed to consider providing additional funding for the traffic light if the Collector Road is not developed within a reasonable time frame. Michael Rossetti addressed Council and said he expected the engineering study to be complete within the next three to five months and he expected road construction to begin in six months.

Several residents of Wynnmeade addressed Council with the following comments:

1. They would like to have the road installed as quickly as possible.
2. They felt the intersection of Highway 54 and Wynnmede Parkway is a dangerous intersection.
3. They had concerns about the Collector Road being connected to an existing cul-de-sac and disrupting the current residents.
4. They wanted Council to also continue pursuing the possibility of a frontage road.

Brooks made a motion for Council to set aside and additional \$50,000 from the Council Contingency fund to be added to the other funds that had been set aside for the Wynnmeade Traffic Signal but that it be set aside until Council makes a final decision as to whether they will go ahead with the project. Price seconded the motion. Motion carried unanimously.

NEW AGENDA ITEMS

03-96-1 Consider Alcohol License - Catering to You

Lenox said an application for an Alcoholic Beverage Pouring License had been submitted for Catering To You, Inc. He said this business would be the new caterer for the Amphitheater and would be providing alcohol only at events approved by the

City. Lenox said Ms. Rebecca S. Bishton had applied to be the Licensee and License Representative and was present to answer any questions the Council might have.

Price made a motion to grant the Alcoholic Beverage Pouring License and appoint Ms. Rebecca Bishton as the Licensee and License Representative. Pace seconded the motion. Motion carried unanimously.

**03-96-2 Public Hearing - Variance Request -
Line Creek Office Park**

Lenox said the variance request for Line Creek Office Park would be conducted as a public hearing and fifteen minutes would be set aside for those wishing to speak for and against the issue. Lenox asked first to hear from those wishing to speak in favor of the variance.

Jim Williams, Director of Developmental Services, said the two streets in the Line Creek Commercial Subdivision are substandard in that they have rights-of-way that are only 50 feet wide. He said the plat was never properly platted and recorded, and now the current standard for a street in a commercial area is 60 feet. Williams said until the property was properly platted and recorded, the City could not allow any additional lots to be sold.

Williams said staff recommended that the variance be granted as requested because the streets were originally designed and installed to City standards. He said the owners had corrected all design inadequacies except for the width of the rights-of-way, and they would have corrected this if it were practical and possible to do so.

Williams said under the circumstances, it was not felt that the proposed variance would have an adverse affect on the subdivision or that it would establish a dangerous precedent. He said neither the Public Works Department nor the Fire Department had any objections to the proposed variance.

Pace made a motion to grant the variance. McMenamin seconded the motion. Motion carried unanimously.

03-96-3 Consider Amendment to Alcoholic Beverage Ordinance.

Lenox said the City had received a request from Aberdeen Woods Conference Center and Peachtree Executive Conference Center to allow alcohol sales until 1:00 a.m. on Sundays during the Olympics. The Olympics will be held from July 20 to August 4, 1996.

Price made a motion to amend City Ordinance 3-44 to extend the hours alcoholic beverages may be sold on Saturday nights until 1:00 a.m. during the Olympics period of July 6, 1996 until August 4, 1996. Pace seconded the motion. Motion carried unanimously.

**03-96-4 Consider Financial Assistance
Fayette Senior Services**

Basinger said the City had received a request for financial assistance from the Fayette Senior Services. He said 27% of the senior citizens served by Fayette Senior Services live in Peachtree City and the \$3,500 requested represented less than 1% of their budget.

McMenamin said that the City relies on Fayette Senior Services to provide a service to its residents and urged Council to support this funding request.

Brooks made a motion to provide \$3,500 from the Council Contingency Fund to the Fayette Senior Services. McMenamin seconded the motion. Motion carried unanimously.

**03-96-5 Consider Amendment to Land Development Ordinance
(Flood Plain Management)**

Cam McNair said the Federal Emergency Management Agency (FEMA) was requiring the City to make some minor modifications to its Land Development Ordinance in order to be in full compliance with National Flood Insurance Program (NFIP) regulations.

The proposed changes are summarized as follows:

- A new definition for Flood Insurance Rate Map (FIRM) would be provided.

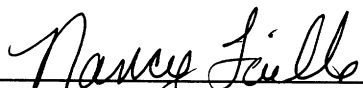
- Contingency plans would be provided for annexing land which may not have the flood hazard areas precisely delineated.
- The standard of discouraging any development from floodplains would be more clearly stated, with variance approval required for exceptions.
- Methods of construction to prevent flood damages would be more clearly stated.
- Developers would be required to provide Elevation Certificates and as-built drawings when building adjacent to floodplains.

Price made a motion to amend Article 2 Section 201, Article 5, Section 501, and Article 10, Section 1006 of the Peachtree City Land Development Ordinance as presented. Brooks seconded the motion. Motion carried unanimously.

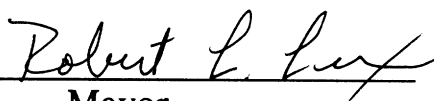
Lenox made a motion to adjourn the meeting for a brief recess to reconvene in Executive Session to discuss a legal matter. Price seconded the motion. Motion carried unanimously. Meeting adjourned at 9:20 p.m.

EXECUTIVE SESSION

No action was taken in Executive Session. Price moved the adjourn the meeting at 10:35 p.m. Lenox seconded the motion. Motion carried unanimously.



Nancy Faillo, Deputy City Clerk

Attest: 

Mayor