Mission and Vision Statement for the City of East Point

To provide exceptional city services in the most professional, courteous and effective manner to enhance the quality of life in the City of East Point. East Point is a City of excellence in providing housing and business development opportunities, public safety, recreational and cultural activities.

The Honorable Mayor Jannquell Peters

Ward A
The Honorable Sharon Shropshire At Large
The Honorable Alexander Gothard

Ward C
The Honorable Nanette Saucier At Large
The Honorable Myron Cook

Ward B
The Honorable Karen Rene’ At Large
The Honorable Lance Rhodes

Ward D
The Honorable Deana Holiday Ingraham At Large
The Honorable LaTonya Martin

Interim City Manager:
Ellis E. Mitchell

Acting City Attorney:
Brad Bowman

City Clerk:
S. Diane White

I. MEETING CALLED TO ORDER:

II. ROLL CALL:

III. INVOCATION - Pastor Keith Staley - Chosen Generation Christian Community Church:

IV. PLEDGE TO THE FLAG:

V. ANNOUNCEMENT OF SERGEANT-AT-ARMS:

VI. PRESENTATIONS AND ANNOUNCEMENTS:

1. Fulton County School Board Presentation - Catherine Maddox
   Presented by: City Council  Mayor Jannquell Peters

2. Final Determination of Ethics Complaint Case 20014EB0031 Lance Rhodes Vs Marie Williams
   Presented by: City Clerk

VII. COMMITTEE REPORTS and BOARD APPOINTMENTS:
VIII. ADOPTION OF THE COUNCIL AGENDA:

IX. APPROVAL OF CITY COUNCIL MINUTES:

City Council - Regular Meeting - Jul 21, 2014 6:30 PM

X. PUBLIC COMMENTS:

Chapter 2 – Section 2-2002(bb) – Rule 28 - The public may speak during the Public Comment section of the agenda. Speakers must complete a comment form prior to the start of the meeting. Subject may include any subject of choice. There will be a (3) three minute time limit for each speaker. Speakers that have signed up to speak may give all or part of their time up to (3) three minutes to another speaker for a total of (6) six minutes of speaking time. Speakers may address the council only once during this time of the agenda. Speakers must identify themselves and their address prior to speaking. Questions from the speakers may not be addressed during the public speaking section of the agenda. East Point residents will have priority over other speakers. There will be a total of not more than 60 minutes for the Public speaking section of the agenda. Speakers may only address the Presiding Officer. Speakers shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the forgoing.

XI. AGENDA ITEMS:

3. Airing of the June 14Th Town Hall Meeting
   Presented by: City Council

4. Facet Technologies Power Sales Contract
   Presented by: East Point Power

5. To Revoke the Alcohol License of Mr. Laffayette Holland
   Presented by: Police Department

6. Ordinance to Modify Conditions of Zoning Associated with Rezoning Adopted June 21, 1971 for Property Located at 3601 North Desert Drive in the City of East Point, Georgia PUBLIC HEARING REQUIRED
   Presented by: Planning & Zoning

7. Discussion and Possible Actions on RFP/RFQ Action on the Recycling Contract
   Presented by: City Clerk LaTonya Martin

8. Discussion and Possible Action on Power Cost Adjustment
   Presented by: City Clerk LaTonya Martin

XII. COMMENTS FROM COUNCIL:

XIII. EXECUTIVE SESSION:

XIV. ADJOURN COUNCIL MEETING:
WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION OR 3) REAL ESTATE
City Council

SUBJECT: Fulton County School Board Presentation - Catherine Maddox

DATE SUBMITTED: 08/1/2014

City Council ACTION REQUEST ON:

Mrs. Catherine Maddox with the Fulton County School Board would like to introduce three (3) new Principals in the City of East Point to Mayor and Council.
City Clerk

SUBJECT: Final Determination of Ethics Complaint Case 20014EB0031 Lance Rhodes Vs Marie Williams

DATE SUBMITTED: 08/1/2014  DATE WORK SESSION:  DATE COUNCIL MEETING:

City Council ACTION REQUEST ON:

Final Determination of Ethics Attorney Dismissal of Ethics Complaint Case 2014EB0031 Lance Rhodes vs Marie Williams will be read for the record.
Mission and Vision Statement for the City of East Point

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The Honorable Mayor Jannquell Peters

Ward A
The Honorable Sharon Shropshire At Large
The Honorable Alexander Gothard

Ward B
The Honorable Karen Rene’ At Large
The Honorable Lance Rhodes

Interim City Manager: Ellis E. Mitchell
Acting City Attorney: Brad Bowman
City Clerk: S. Diane White

Ward C
The Honorable Nanette Saucier At Large
The Honorable Myron Cook

Ward D
The Honorable Deana Holiday Ingraham At Large
The Honorable LaTonya Martin

I. MEETING CALLED TO ORDER:

II. ROLL CALL:

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<th>Attendee Name</th>
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<td>Sharon Shropshire</td>
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<td>S. Diane White</td>
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III. INVOCATION - Rev. Dr. Kathanette Barnes - Flames of Fire Church:

Rev. Dr. Barnes was unable to attend the meeting. The invocation was given by Bishop Leslie Knox.

IV. PLEDGE TO THE FLAG:
The pledge was recited in unison.

V. ANNOUNCEMENT OF SERGEANT-AT-ARMS:

Sergeant White

VI. PRESENTATIONS AND ANNOUNCEMENTS:

Acting City Attorney, Mr. Bowman read the Final Determination letter in Case #2014EB0027 Marie Williams vs. Mayor Jannquell Peters. Councillmember Rhodes and Mayor Peters recused themselves.

The following final determination is filed by the Ethics Panel pursuant to East Point Code of Ethics, Section 2-4022(l) — Procedures for hearing ethics complaints by the ethics panel.

Involved Parties: Name(s) of individual(s) against whom the complaint is filed: Mayor Jannquell Peters; Name(s) of individual(s) filing the complaint: Marie Williams.

Nature of Complaint: The complainant, Marie Williams, brings this Ethics Complaint against Mayor Peters (respondent) because Mayor Peters asked her not to speak at a January 21, 2014 City Council meeting. The six provisions of the Ethics Policy alleged to have been violated were: 1) Section 2-4006 (e) (9); 2) Section 2-4102 (g); 3) Section 2-4014(b); 4) Section 2-4014 (c); 5) Section 2-4014 (d); and 6) Section 2-4014 (I).

Procedural Facts, Timeline & Preliminary Decisions: On May 2, 2014 the complainant filed her complaint. On May 9, 2014 Ethics Counsel, per Ethics Policy Section 2-4022(d) issued a notice of sufficient complaint concerning four claims and a notice of dismissal concerning two claims. More specifically, complainant’s claim pursuant to Section 2-4006(e) (9) was dismissed because the factual predicates in support of that claim referenced requests as opposed to coercion. Therefore, complainant failed to allege facts sufficient to constitute a violation of Section 2-4006 (e) (9). Finally, the allegations pertaining Section 2-4102 (g) were dismissed because there is no such code provision in the Ethics Policy. On June 3, 2014 the respondent filed an answer to the complainant’s complaint. This matter was set down for a hearing on June 24, 2014. On June 24, 2014 at 6:30 P.M. the case proceeded forward on the following claims: Section Section 2-4014(b); Section 2-4014 (c); Section 2-4014 (d); and Section 2-4014 (I).

Ethics Panel’s Findings and Final Determination: After hearing testimony and considering all of the documentary evidence i.e., (complaint, answer, and exhibits) the Ethics Panel unanimously decided that there were no violations of any of the provisions of Section 2-4014.

Section 2-4014(b):

Specifically, the Ethics Panel determined that there was no violation of Section 2-4014(b) because the elements of the statute were not established. There was no proof that Mayor Peters gave the impression that she was making a policy statement or in any way taking any official action as Mayor or taking any action on the behalf of the City of East Point or the City Council.

Section 2-4014 (c):

There was no violation of Section 2-4014 (c) because complainant presented no evidence that established that Mayor Peters represented her communication to be the official policy of the City or the City Council.

Section 2-4014(d):


There was no violation of Section 2-4014(d) because the complainant failed to prove that Mayor Peters did anything to obtain an unlawful benefit, privilege, advantage, or exemption, for herself or anyone else.

**Section 2-4014(I):**

There was no violation of Section 2-4014(I) because there was no evidence that Mayor Peters did anything to suppress a public record, document, report or any other public information. The undisputed evidence in the case established that there was a November 14, 2013 arrest warrant application sworn by complainant against Lance Rhodes. This document was retrieved from the Fulton County Magistrate Court on January 17, 2014 by the Complainant. Said document was entered into the record as complainant’s exhibit 1. According to the testimony of the Complainant it was her intent to speak about Lance Rhode’s arrest at the January 21, 2014 Council Meeting. Ms. White (City Clerk) testified that the Complainant brought a document to her on Friday, January 17 to be copied and distributed to the mayor and council regarding this matter. The Complainant requested that this document be placed in the Mayor’s and council’s mail boxes and/or distributed to them at the January 21, 2014 City Council meeting. However, this was not done. In this regard, Ms. White testified as follows: "I believe it was late in the afternoon and I just simply forgot; it was an oversight…” In conclusion, there was no evidence that Mayor Peters did anything to suppress the distribution of the arrest warrant application. Nor was there evidence that Mayor Peters did anything to suppress any other document, paper, report or information.

**Summary of Vote & Determination**

a. (Ethics Policy) Section 2-4014 (b) - No Violation Unanimous Vote.
b. (Ethics Policy) Section 2-4014 (c) - No Violation Unanimous Vote.
c. (Ethics Policy) Section 2-4014 (d) - No Violation by Unanimous Vote.
d. (Ethics Policy) Section 2-4014 (I) - No Violation by Unanimous Vote.

**Recommendations**

The Board is submitting these findings to the Council for review and action consistent with the Ethics Policy.

Submitted by: Panel Members: Delores Harmon, Fateen J. Bullock and Julie Broadus.

Councilmember Cook moved to accept the Final Determination Report as read by the Acting City Attorney, Brad Bowman. Councilmember Rene’ provided the second. **The motion carried unanimously.**

Mr. Mitchell requested to move items 2-5 under Previous Agenda Items and Agenda Item 16 to Presentations & Announcements. Councilmember Martin disagreed and requested that these items move to the next Work Session to be properly vetted. Councilmember Cook concurred with Councilmember Martin as it relates to items 2-5. Councilmember Shropshire also agreed with Councilmember Cook.

Councilmember Rhodes requested that the Addendum Items be moved to the next Work Session. Councilmember Martin conveyed that the appropriate place to move these items would be at the time that the Agenda is adopted. Mr. Bowman suggested that if there is any agreement as to which items should be a presentation, they should proceed with those items and save the other items for the adoption of the Agenda. Mayor Peters stated that she understands the opinion of everyone on the subject matter and proceeded to the next item on the Agenda.

Street Sweeping Schedule

**Presented by: Public Works**

Mr. Mitchell announced the presentation of the Street Sweeping Schedule as well as the purchase of additional trucks.
The Street Sweeping Schedule was presented by Jeff Reeves, Interim Director of Public Works. Mr. Reeves stated that there are currently two (2) street sweeping trucks in operation and they are in the process of purchasing two (2) leaf vacuum trucks. He indicated that after evaluating the leaf vacuum trucks in the fleet, only one (1) is operable. At present, he is working to ensure that it is in its best condition so that the City has a total of three (3) trucks in operation.

In the next budget year, Mr. Reeves will be looking at purchasing additional leaf vacuum and street sweeping trucks to ensure that citizens are served perfectly. He stated that the previous street sweeping trucks worked alongside trash pickup. He expressed that this did not work well. In order to increase visibility, Mr. Reeves would like for citizens to be able to look at a color coded schedule on the City’s website for information as it relates to when trucks will be operating and the day and time for such operations.

Councilmember Cook provided insight as to how and why the street sweeping schedule coincided with the Sanitation pickup and why the schedule cannot be the same throughout the year. He suggested reviewing what the Ordinance says about street sweeping and leaf vacuum pickup, then have Council discuss a schedule based on Mr. Reeves position and one that works based on what the foliage is going to do. Councilmember Cook spoke regarding the hidden element of vacuuming out storm drains. Mr. Reeves then explained the correlation between the street sweeping and leaf vacuum truck working simultaneously together.

Councilmember Cook indicated that item 16 ties in with what Mr. Reeves is presenting. Thus, he wants to be sure that everyone knows a decision must be made within an adequate amount of time such that the required equipment is purchased prior to the fall season.

Councilmember Shropshire thanked Mr. Reeves for his presentation and requested that her documents be in color. She was hoping that the Street Sweeping Schedule would be presented in a format that was by street. Mr. Reeves clarified that it would be difficult to do exactly what she is requesting, however, he will be able to say, for example, that within the first five (5) days, street sweeping trucks will be in a specific area. He indicated that notifications will be provided via signs in the area. Councilmember Rene’ suggested providing notification a few days in advance so that cars will not be on the street.

Councilmember Martin questioned the consistency of the schedule. Mr. Reeves indicated that they are looking at working in specific areas bi-monthly. The plan is to work through all Wards and repeat the process. Once the process has been carried out, they can make adjustments accordingly and bring it before Council.

Councilmember Shropshire inquired about the schedule of the leaf vacuum trucks. Mr. Reeves indicated that they are working on that schedule and should be able to have something for Council next month.

RESULT: NO ACTION TAKEN

Presentation: 2014 GRPA Junior Boys State Baseball Champions

Presented by: Parks & Recreation Parks & Recreation

Mr. Reeves presented the GA Recreational Park Association (GRPA) Junior Boys State Baseball Champions. He praised the young men for a job well done and communicated that this was a great opportunity for the Administration to show their love and support to them. Jonathan Penn, Athletic Program Director, commended the group on staying together, winning the State Championship and the World Series in Douglasville, GA. He stated that it was rare to find a group of young men that has stayed together and won as much as they have. Mr. Penn extended his appreciation to Coach Kevin King Sr., Coach Paul Williams and Coach Steve Washington, Sr.
Councilmember Rhodes and Holiday Ingraham commended and congratulated the team. Councilmember Saucier conveyed how proud she was of the boys and told them to keep up the good work.

RESULT: NO ACTION TAKEN

VII. COMMITTEE REPORTS and BOARD APPOINTMENTS:

Councilmember Martin appointed Sharon Lovett to the Ethics Board, rescinded her previous appointment to the BIDA Board (Demetrius Ingram) and appointed Norman Adcock as her new BIDA Board Appointee. Councilmember Shropshire seconded the motion to appoint Sharon Lovett to the Ethics Board. The motion carried unanimously.

Councilmember Rhodes called for a point of inquiry. It is his belief that in the past, there has to be a hearing to remove an appointee once an appointment has been made. However, it is his understanding that if the Oath of Office was never taken, the individual is not appointed. He inquired if they should proceed in the direction that they are going.

According to Mr. Bowman, typically to remove someone from a board, there has to be notice and a hearing. In this case, because the individual did not take the Oath of Office, they have not been a member of that board; therefore he believes that they can proceed.

Councilmember Shropshire seconded the motion to appoint Norman Adcock to the BIDA Board. The motion carried unanimously.

VIII. ADOPTION OF THE COUNCIL AGENDA:

Councilmember Rhodes moved to adopt the Agenda as printed, adding items 7,8,13 and 18 to the Consent Agenda and removing items 2-5, 11, 16, 20 and 21. Councilmember Holiday Ingraham provided the second. Ms. White interjected to say that Councilmember Gothard emailed her to move item 19 to the August 11<sup>th</sup> Work Session. Councilmember Rhodes amended his motion to include item 19.

Councilmember Shropshire requested that items 18 and 20 stay on the Agenda. Councilmember Rhodes stated that he would accept the friendly amendment of item 18; however he cannot accept item 20, as it is in violation of City Council Rules. Councilmember Shropshire then motioned for items 18, 20 and 21 to remain on the Agenda. Councilmember Rhodes reiterated that he would accept the friendly amendment for item 18.

Councilmember Shropshire directed a question to Mr. Bowman to confirm if she can make a motion to have the aforementioned items remain on the Agenda. Mr. Bowman clarified that she cannot make a substitute motion. Councilmember Shropshire made a substitute motion for items 20 and 21 to remain on the Agenda. Councilmember Martin provided the second. She stated that she does not mind removing item 21, however as it relates to item 20, that has been a part of the budget process. She placed that item on the Agenda a couple of meetings ago. She stated it can be verified by the City Clerk. The motion failed with Councilmembers Shropshire, Rene’, Cook and Martin voting “yes” and Councilmembers Rhodes, Saucier, and Holiday Ingraham voting “no”.

Mayor Peters called for the vote on the motion to adopt the Agenda as printed, adding items 7, 8 and 13 to the Consent Agenda and removing items 2-5, 11, 16, 19, 20 and 21. The motion failed with Councilmembers Rhodes, Saucier, and Holiday Ingraham voting “yes” and Councilmembers Shropshire, Rene’, Cook and Martin voting “no”.

Councilmember Rhodes called for a point of order. Due to the motion failing to adopt the Agenda, he noted that there are legal ramifications for not adopting the Agenda due to the public hearing. He indicated that they are going to be in violation of city ordinances. He then moved to recess into executive session for two (2) legal items, (2) personnel and (2) real estate items. Councilmember Martin provided the second.
Councilmember Holiday Ingraham made a substitute motion pursuant to Rule 27 for reconsideration of adopting the agenda. Motion failed for lack of a second. Councilmember Holiday Ingraham then made a substitute motion pursuant to Rule 26 to re-entertain the adoption of the Agenda with extraordinary circumstances being that residents are present for public comments as well as for the public hearing that was published for this particular meeting. Councilmember Rene’ provided the second.

Councilmember Martin called for a point of information for verification on how many people were present for Public Comments. Ms. White stated there were five (5) individuals present to speak. Councilmember Martin expressed that she understands Councilmember Holiday Ingraham’s concern as it relates to the pressing issue of the Public Hearing, however none of the other items per the Charter or Work Session policy have been to a Work Session. Councilmember Martin made a friendly amendment to go through the Agenda for Public Comments and for the Public Hearing, and then adjourn the Council meeting to go into Executive Session. Councilmember Holiday Ingraham thanked Councilmember Martin for her support, but conveyed that they would need to re-entertain the motion to adopt the Agenda first, and then motion to adopt the Agenda with the aforementioned changes. The motion carried unanimously.

Councilmember Martin motioned to adopt the Agenda with the Approval of the City Council Minutes, the Public Hearing and Public Comments. Councilmember Rene’ provided the second. Councilmember Holiday Ingraham made a friendly amendment to include items 7, 8 and 13 to the Consent Agenda. Councilmember Martin accepted. The motion carried unanimously.

IX. APPROVAL OF CITY COUNCIL MINUTES:

City Council - Regular Meeting - Jul 7, 2014 6:30 PM
Councilmember Rhodes moved to approve the minutes as stated for July 7, 2014 at 6:30pm. Councilmember Martin provided the second. The motion carried unanimously.

X. PUBLIC HEARING(S):

1. Ordinance to Modify Conditions of Zoning Associated with Rezoning Adopted June 21, 1971 for Property Located at 3601 North Desert Drive in the City of East Point, Georgia PUBLIC HEARING REQUIRED

    Presented by: Planning & Zoning

Mr. Bowman read the rules for Public Hearing.

Councilmember Holiday Ingraham moved to open the Public Hearing for an ordinance to modify the conditions of zoning associated with rezoning adopted June 21, 1971 for the property located at 3601 North Desert Drive in the City of East Point, Georgia. Councilmember Rene’ provided the second. The motion carried unanimously.

Speakers in Favor:

1. Larry Dingle, 2849 Paces Ferry Road Atlanta, GA: Mr. Dingle asked Council to consider removing the following conditions from the 1971 application: 1.) The limitation on Automobile, Laundries and Automatic Car Wash establishments 2.) The Automobile Service and Repairing 3.) Drive-in restaurants 4.) The limitation on a 450 foot track reserved on the east side of the property for residential uses. 5.) A 25 foot buffer on the east boundary of the property reserved for residential purposes. 6.) A 30 foot maximum height limitation 7.) No customer entrance on the east side of the building 8.) The developer to develop Desert Drive north of Camp Creek Parkway according to the city specifications, deeds and all necessary right-of-ways and streets. He stated that North Desert Drive has been developed, thus this is an unnecessary condition. Lastly, he
asked them to reconsider the restrictive covenants in effect for 20 years from the date the ordinance was adopted - January 17, 1971.

With respect to staff recommendations, Mr. Dingle stated they would like to recommend one minor modification. To the extent they develop beyond the Cactus Car Wash, they would be required for preliminary plat. He stated that the applicant is willing to make improvements required along North Desert Drive; however, there is also a request in the staff conditions that requires certain improvements along the embankment that is adjacent to Camp Creek Parkway. While they would like to make those improvements, it is impossible for them to accept that as a condition because they do not own the property. It is owned by the Georgia Department of Transportation (GDOT).

Mr. Dingle stated that discussions have been had with the community about this project and they have begun to meet with the CID. One of the major projects they are looking at is how to improve the intersection at Camp Creek Parkway and Interstate 285. He stated that a major grant has been awarded to the CID to begin that study and they are working with the GDOT to come up with a solution to solve the traffic congestion problem.

Mr. Dingle also stated that their client, along with the CID is working with the GDOT to improve the esthetics and appearance of the area. As it stands, they are completely in-line with the objectives and goals of the staff recommendations. Nonetheless, they would like relief from this requirement because legally, they cannot comply with it.

2. Joseph Johnson, 2865 Duke of Gloucester: Mr. Johnson spoke in favor of the modification, however he wants to be sure that the City has an opportunity to review what the CID West is proposing as it relates to lowering or increasing the embankment.

3. Delores Harmon, 2906 Revere Court: Mrs. Harmon spoke in favor of the modification. Her property line is parallel to Camp Creek Parkway and the corridor located in the Washington Road and Camp Creek Area, she stated that it was a disaster. She welcomes any improvements and concurs with Mr. Johnson that citizens need to have an opportunity to look at the progress to ensure that those embankments are being taken care of.

Speakers in Opposition:

1. Jean Wilson, City of East Point: Ms. Wilson expressed that everyone should consider what is being placed, how much land is behind it, how much land will be wasted etc. She stated that there needs to be a real vision for the City. She wants them to take a good look at what else can be placed there to generate revenue for the City.

Councilmember Holiday Ingraham moved to close the public hearing. Councilmember Rene’ provided the second. The motion carried unanimously.

Councilmember Rhodes expressed that Mr. Dingle presented valid issues as it relates to the DOT. Councilmember Rhodes stated that if Council was able to move forward with having the first reading and provide staff the time to discuss the points raised, this item could come back to the next council meeting for adoption. If there are some legitimate concerns about legalities, they could address it before then.

Geneasia Elias, Director of Planning and Zoning clarified that staff is fine with removing the condition that pertains to the existing berm that fronts Camp Creek Parkway. However, they would like for Condition three (3) to be revised by adding the additional language “if the applicant decides to subdivide the parcel.”
As it stands, the following conditions adopted June 21, 1971 are deleted:

1. Maximum building height of 30-feet
2. 2a. Automobile laundries and automatic car wash establishments prohibited
2c. Automobile servicing and repairing prohibited
2h. Drive-in restaurants prohibited
3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
4. 25-feet of natural buffer on east boundary of property reserved for residential uses
5. Maximum sign height of 30-feet
6. No customer entrance on east side of buildings
7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services
8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971

The conditions to be added in this modification are as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
   c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   d. Gasoline service stations
   e. Rooming houses
2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure.
3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit if the applicant decides to subdivide the parcel.
4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance.
5. Underground utilities shall be installed through-out the development.
6. Outside storage of vehicles and/or trailers is prohibited.
7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited.
8. Outside merchandise sales, storage and display are prohibited.
9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco.
10. (To Be Deleted) Existing berm fronting Camp Creek Parkway shall remain and be planted with evergreen vegetation and shrubbery selected from the list provided in Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.
11. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.
12. Inter-parcel access shall be required between the three (3) proposed retail sites
13. All rooftop accessory structures shall be screened by a parapet wall
14. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure.
15. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites.
16. Exterior roll down security screens and burglar bars are prohibited.
17. Sign package for entire development shall be submitted for review and approval.
18. Landscape plan for the entire development shall be submitted and approved prior to issuance of Land Disturbance Permit
19. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all
Councilmember Cook expressed appreciation for Councilmember Rhodes recommendation, relaying that he agreed with what Mr. Johnson spoke of as it relates to the intersection at the Camp Creek/285 area. Councilmember Cook expressed that everyone needs to know what the proposed changes will look like. Ultimately, Councilmember Cook proposed to see how much the area might be impacted with the first set of drawings which could change some of Staff’s recommendations.

Councilmember Martin stressed that she would like to see where people will enter the facility. She suggested having residential input and some sort of community meeting as the development continues. She is also interested in seeing what the embankment will look like.

Ms. Elias indicated that the applicant participated in the community zoning information meeting that was held on June 17th. Per the ordinance, the applicant has fulfilled the public participation requirement.

Councilmember Holiday Ingraham expressed her concerns with trying to get a response from GDOT. While at the annual GMA Conference, a representative relayed to her that funding to GDOT from the federal government may be significantly reduced and projects will be halted. Given that level of uncertainty, she has concerns that seeking a response from GDOT may cause more delay.

Councilmember Rene’ questioned if a traffic study was completed on this particular site. She thinks that the biggest concern with residents is the traffic. Ms. Elias clarified that a traffic study was not required, as this was a modification to zoning.

Councilmember Rhodes noted that per the City Charter, every proposed ordinance shall be introduced in writing and in the form required for final adoption. Council cannot amend the written form that they have at the meeting. They would have to have the first reading that evening, then bring back the corrected written ordinance to ensure that what they are adopting is what is being put into the books.

Councilmember Holiday Ingraham moved to have the first reading of the Ordinance to Modify the Conditions of Zoning Associated with Rezoning Adopted June 21, 1971 for Property Located at 3601 North Desert Drive in the City of East Point, Georgia. Councilmember Cook provided the second. Councilmember Shropshire interjected to see how they can work on getting a traffic study. Ms. Elias reiterated that per the ordinance, it is not required. She also expressed that the entrance to the site is from North Desert Drive. They are not proposing any curb cut from Camp Creek Parkway.

Mayor Peters noted that while she understands the concerns of the citizens as it relates to traffic, she would like to be mindful of not delaying the process by requesting additional reports not required by the ordinance. The motion carried unanimously.

RESULT: MOVED
Next: 8/4/2014 6:30 PM

XI. PUBLIC COMMENTS:

Chapter 2 – Section 2-2002(bb) – Rule 28 - The public may speak during the Public Comment section of the agenda. Speakers must complete a comment form prior to the start of the meeting. Subject may include any subject of choice. There will be a (3) three minute time limit for each speaker. Speakers that have signed up to speak may give all or part of their time up to (3) three minutes to another speaker for a total of (6) six minutes of speaking time. Speakers may address the council only once during this time of
the agenda. Speakers must identify themselves and their address prior to speaking. Questions from the speakers may not be addressed during the public speaking section of the agenda. East Point residents will have priority over other speakers. There will be a total of not more than 60 minutes for the Public speaking section of the agenda. Speakers may only address the Presiding Officer. Speakers shall observe all rules of decorum. No debate, disrespect or obscenities shall be tolerated. The Presiding Officer shall rule any such individual out of order that fails to comply with the forgoing.

Mayor Peters read the decorum for Public Comments.

1. **Joseph Johnson, 2865 Duke of Gloucester**: Mr. Johnson spoke with regard to the payment to the management firm. He wanted assurance that prior to the end of the City’s contractual period with the management firm, Council receives the contractual obligations as agreed to in the contract.

2. **Delores Harmon, 2906 Revere Court**: Mrs. Harmon congratulated the baseball team that came before Council earlier in the meeting and suggested that the City provide some form of recognition to the coaches. She conveyed that once the City gets a new city manager, they should focus on the re-organization. Lastly, she expressed her concern with the City Clerk as it relates to the procedural process with rotating board members for Ethics Hearings.

3. **Jean Wilson, City of East Point**: Ms. Wilson stressed that she wanted her part of her taxes to come out of the Robert Bobb Group’s salary and expressed her disappointment with the Interim City Manager not returning her calls. She indicated that she should not have to pay Stormwater Fees because she, nor anyone in her area, has received street sweeping services. Lastly, Ms. Wilson stated that she would like for the Ward C-At Large Councilmember to come to their neighborhood meeting and she will be extending a third invitation to her.

XII. **CONSENT AGENDA ITEMS:**

Councilmember Holiday Ingraham moved to approve Consent Agenda Items 7, 8 and 13. Councilmember Martin provided the second. The motion carried unanimously.

XIII. **PREVIOUS AGENDA ITEMS:**

Items 2-5 will be Presentations only. Mayor Peters asked Mr. Bowman to read Rule 15 which governs Agenda Items going to Work Session. She questioned if this rule applies to management. Mr. Bowman stated that it refers to Councilmembers placing items on the Agenda; Mr. Bowman suggested looking at the rest of the text to see if there is something that speaks specifically to what staff can put on the Agenda. He does not believe that there has been a different rule that applies to staff versus Council in placing things on the Agenda. Mayor Peters clarified that this rule specifically speaks to Council members and not anyone else. Mr. Bowman stated that he would recommend Staff and Council go through the same process, as it does not state anything with regard to non-councilmembers placing items on the Agenda.

Mayor Peters stated that because there is a request to have a presentation with regard to items 2-5 and there is nothing that prohibits it, these items can additionally go to the next Work Session. Councilmember Martin stated that she was in for discussion. Mayor Peters clarified that there was no discussion. Councilmember Martin moved to overrule the Chair. Councilmember Shropshire provided the second. The motion failed with Councilmembers Shropshire, Cook, and Martin voting “yes” and Councilmembers Rene’, Rhodes, Saucier, and Holiday Ingraham voting “no”.

Councilmember Shropshire called for a point of information. She directed her question to Acting City Attorney, Mr. Bowman and City Clerk, Ms. White, stating that because there was a discussion with regard to moving the items to a Work Session to be properly vetted, what should be done to move forward. Ms. White confirmed that there was only a discussion regarding the subject matter, however there was not a vote of Council taken. Mr. Bowman conveyed that the information being provided is for informational
purposes. Should the presenter require action, then he would recommend these items go to a Work Session.

Councilmember Martin called for a point of information/inquiry to confirm if the presentation can be timed. Mr. Bowman clarified that if there is a time limit on presentations, he believes that they should apply to all presentations. Mayor Peters interjected to say that she does not have a rule that restricts time with regard to presentations. Mayor Peters directed Mr. Glaster to proceed.

Mr. Glaster distributed two (2) documents to Council: the Financial Analysis of the Camp Creek TAD and the debt service going forward. He noted the assessed value of the property before the Camp Creek TAD at $4.7 million and the assessed value of the improvements at $77 million dollars. The total assessed value is $82 million dollars. In 2009, the City paid $2.6 million for debt service. Taxes received from the commercial and industrial sector was $3.6 million. The ending balance in the bank was $2.7 million. Presently, there is $5.4 million in the Regions Bank Trustee. Mr. Glaster stated that the next payment due for debt service will be $720,000 on August 1, 2014. The next payment after that will be $1.6 million, due in February of 2015. Mr. Glaster expressed that refinancing will allow the City to pay off the debt faster. The City will have more money because there will be less debt obligation.

Councilmember Cook inquired about the TAD ending fund balance; he wanted to know if it was authenticated by the audit that Fulton required. Mr. Glaster clarified that everything through 2013 is audited. He stated FY14 was just closed and it has not yet been audited.

Councilmember Cook stated that the bond market for municipalities is pretty hefty, however if the current rate is 8%, is there a target number that they need to shoot for before refinancing is worth it after everyone who assisted with the refinancing is paid. Mr. Glaster stated that the cost of issuance will not be borne by the City of East Point.

Mr. Glaster brought up Cheryl Strickland of Stifel Nicolaus & Company to answer questions. Mr. Bowman interjected to say that if she is a respondent to an RFP and the contract has not been awarded, it is inappropriate for her to speak at the meeting. Mr. Glaster returned to answer Councilmember Cook’s question. He stated that when they looked at the ability to do a refinancing, it was just about off the scale. The estimate would be a savings of 300 or 400 thousand dollars annually in terms of going from 8% to 5%. Mr. Glaster did not have the specific numbers; however, he suggested not putting yourself in a position to pay 8% when there is a strong TAD.

Councilmember Cook accepted his soft answer but stressed this is why it needs to go to a Work Session. Mr. Bowman and Mayor Peters clarified that the questions are diverting away from the presentation. Councilmember Rhodes indicated that this should be a presentation only. Councilmember Martin asked if she could have the name of the group who came before them that submitted an RFP in an email.

2. Contract for Professional Disclosure Counsel

Presented by: Finance
Presentation given - Item moved to August 11th Council Work Session

RESULT: MOVED Next: 8/11/2014 6:30 PM

3. Contract for Professional Bond Counsel Services

Presented by: Finance
Presentation given - Item moved to August 11th Council Work Session
RESULT: MOVED  Next: 8/11/2014 6:30 PM

4. Contract for Professional Underwriting Services  
Presented by: Finance  
Presentation given - Item moved to August 11th Council Work Session

RESULT: MOVED  Next: 8/11/2014 6:30 PM

5. Contract for Professional Financial Advisor Services  
Presented by: Finance  
Presentation given - Item moved to August 11th Council Work Session

RESULT: MOVED  Next: 8/11/2014 6:30 PM

XIV. AGENDA ITEMS:

6. Facet Technologies Power Sales Contract  
Presented by: East Point Power  
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED  Next: 8/11/2014 6:30 PM

7. Final Plat for Lakeside Preserve Phase 4B CONSENT AGENDA  
Presented by: Planning & Zoning  
Item moved to Consent Agenda Items.

RESULT: APPROVED [7 TO 0]  
MOVER: Deana Holiday Ingraham, At Large  
SECONDER: LaTonya Martin  
AYES: Shropshire, Rene', Rhodes, Saucier, Cook, Holiday Ingraham, Martin  
ABSTAIN: Jannquell Peters  
ABSENT: Alexander Gothard

8. Final Plat for North Commerce Drive Road Extension CONSENT AGENDA  
Presented by: Planning & Zoning  
Item moved to Consent Agenda Items.

RESULT: APPROVED [7 TO 0]  
MOVER: Deana Holiday Ingraham, At Large  
SECONDER: LaTonya Martin  
AYES: Shropshire, Rene', Rhodes, Saucier, Cook, Holiday Ingraham, Martin  
ABSTAIN: Jannquell Peters  
ABSENT: Alexander Gothard

9. E-911 Motorola Srvc Agreement Renewal  
Presented by: Police Department
Regular Meeting  
Minutes  
July 21, 2014

No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED  
Next: 8/11/2014 6:30 PM

10. Mobile Computer Hardware/Software Motorola Srvc Agreement Renewal

Presented by: Police Department

No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED  
Next: 8/11/2014 6:30 PM

11. Final Determination Ethics Complaint Case 2014EB0027 Marie Williams Vs Jannquell Peters

Presented by: City Clerk City Attorney's Office

Read into the Record under Presentation & Announcements - Council Voted to Accept Determination

RESULT: APPROVED [6 TO 0]
MOVER: Myron Cook
SECONDER: Karen Rene', At Large
AYES: Shropshire, Rene', Saucier, Cook, Holiday Ingraham, Martin
ABSENT: Alexander Gothard
RECUSED: Jannquell Peters, Lance Rhodes

12. Airing of the June 14Th Town Hall Meeting

Presented by: City Council

No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED  
Next: 8/11/2014 6:30 PM

13. Approval of Payment to Mullins Brothers Paving Contractors, Inc.

Presented by: Public Works Water and Sewer

Item moved to Consent Agenda Items.

RESULT: APPROVED [7 TO 0]
MOVER: Deana Holiday Ingraham, At Large
SECONDER: LaTonya Martin
AYES: Shropshire, Rene', Rhodes, Saucier, Cook, Holiday Ingraham, Martin
ABSTAIN: Jannquell Peters
ABSENT: Alexander Gothard

14. RFP No. 2014-1497 Authorization to Award a Contract to Pitney Bowes Corporation for the Printing, Distribution and Processing of Utility Bills for the City of East Point, Georgia

Presented by: Customer Care

No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED  
Next: 8/11/2014 6:30 PM

15. NaviLine Contact Management Module System in Customer Care
Presented by: Customer Care
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

16. Lease Purchase of Seven (7) Utility Trucks

Presented by: Finance
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

17. Leaf Vacuum and Street Sweeping Program

Presented by: City Council Alexander Gothard
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM


Presented by: City Manager
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

19. Records Management

Presented by: City Council Alexander Gothard
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

XV. ADDENDUM ITEMS:

20. Delaying the Re-Organization

Presented by: City Clerk At Large Sharon Shropshire
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

21. Discussion and Possible Action for Back to School Supply Drop Off

Presented by: City Clerk LaTonya Martin
No Action Taken - Item Moved to August 11th Council Work Session

RESULT: MOVED
Next: 8/11/2014 6:30 PM

XVI. COMMENTS FROM COUNCIL:

XVII. EXECUTIVE SESSION:
Councilmember Holiday Ingraham moved to recess into executive session at 8:37pm for three (3) legal, two (2) personnel and (2) real estate matters. Councilmember Martin provided the second. The motion carried unanimously.

Councilmember Martin motioned to reconvene back into the regular session at 9:30pm. Councilmember Cook provided the second. The motion carried unanimously.

Councilmember Martin motioned to move forward with the settlement negotiations of Morning Star vs. City of East Point as discussed in executive session. Councilmember Shropshire provided the second. The motion carried unanimously.

Councilmember Martin motioned to direct the City Manager to bring back an update by August 4th on the real estate item discussed in executive session. Several Councilmembers provided the second in unison. The motion carried unanimously.

XVIII. ADJOURN COUNCIL MEETING:

Councilmember Rhodes moved to adjourn the meeting at 9:35pm. Councilmember Cook provided the second. The motion carried unanimously.

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION OR 3) REAL ESTATE
City Council ACTION REQUEST ON:

Mayor and Council needs to vote to have the filming of the June 14, 2014 Town Hall Meeting aired on the City Channel.
East Point Power

SUBJECT: Facet Technologies Power Sales Contract

TYPE: Recommendation


City Council ACTION REQUEST ON:

( X ) RECOMMENDATION  ( ) POLICY/DISCUSSION  ( ) STATUS REPORT
( ) ORDINANCE  ( ) RESOLUTION  ( ) OTHER

Date Submitted: 6/2/14  Work Session: 06/09/14  Council Meeting: 06/16/14

RECOMMENDED ACTION:

The City of East Point Council to Approve the Three (3) Power sales Contract with Facet Technologies, located at 3900 North Commerce Drive, East Point Georgia. This contact will be a (30%) savings first year, a (20%) savings second year, and a (10%) savings the third year, off the Large Power Tariff. Facet Technologies with begin the regular approved Large Power Tariff.
on the Fourth Year. Upon the recommended approval of the City of East Point Council, the power sales contract will be sent to Facet Technologies for them to sign and agree to the terms of the power sales contract. Facet Technologies by signing the power sales contract with the City of East Point, will become a captive electrical load, and per the 1975 Georgia Territory Act. They will not be able to select any other power supplier when the (3) three year contract ends.

BUDGET IMPACT: Yes
   ANNUAL: Yes
   CAPITAL:

FUNDING SOURCE:

COUNCIL ACTION REQUESTED ON: 07-21-14

PURPOSE:

The City Council by approving this power sales contract with Facet Technologies will lower our excess power by an average of 22,600,000 KWH yearly.

HISTORY:

The City of East Point has a past history of excess power from MEAG Power, and has commercial buildings with no tenants occupants in them.

FACTS AND ISSUES:

Facet Technologies is a customer choice load, they were looking at other locations outside of the City of East Point, to relocate their facilities.

This new electrical customer will occupy an existing building located at 3900 North Commerce Drive in Duke Properties. This Building was unoccupied for several years. This will bring new electrical revenue, water and sewer revenues, and bring in sales tax to the City of East Point.

Facet Technologies will manufacture the plastic molds for the diabetic needles, for blood samples for checking blood sugar.

OPTIONS:
1. The City of East Point Council approve Power Sales Contact for Facet Technologies, and lower East Point Power excess power from MEAG Power.

2. The City of East Point Power not approve Power Sales Contract with Facet Technologies, and East Point Power will still have excess power for MEAG Power to sell at Market Rates.

REQUESTED BY: East Point Power

CONCURRENCE:

ATTACHMENTS:
- Contract for Power Facet Technologies Revised Draft (DOCX)
- Power Agreement - Facet Technologies (7-1-2014) (DOC)
GEORGIA, FULTON COUNTY

CONTRACT FOR ELECTRIC POWER SERVICE

This CONTRACT, made and entered into as of January 1, 2015, by and between the City of East Point, a municipal corporation of the state of Georgia located in Fulton County, and Facet Technologies, LLC a corporation having its principal place of business at 3900 North Commerce Drive, East Point, Georgia 30344, otherwise known as “Facet Technologies.”

WITNESSETH:

WHEREAS, CITY OF EAST POINT owns and operates an electric distribution system that supplies electric power to certain Facet Technologies, LLCs; and

WHEREAS, CITY and CUSTOMER agree that CITY will supply and CUSTOMER will receive and pay for electrical power for service to the CUSTOMER’S premises located at 3900 North Commerce Drive, East Point, Georgia, pursuant to this CONTRACT.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements of the parties hereto, hereinafter set forth, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. PURCHASE, SALE AND USE OF ELECTRIC SERVICE

The Customer hereby selects CITY as its electric service provider. Commencing on the “Service Date,” as hereinafter defined, CITY shall deliver and CUSTOMER shall take and pay for Customer’s full requirements for electric power service required for operating premises identified above. For the purposes of this CONTRACT, “Service Date” shall mean the date that Customer requires permanent electric service to its premises, which is estimated to be January 1, 2015.

All electrical service provided under this CONTRACT shall be used by CUSTOMER at its premises in Fulton County, Georgia, and no portion of such primary electric service shall be resold by CUSTOMER. All interconnections with CITY electrical supply system shall meet standard technical requirements for such interconnections.

2. EFFECTIVE DATE; TERM

(A) This CONTRACT shall be in force and effect on the date first mentioned above.

(B) This CONTRACT for electric power service shall be binding upon CITY OF EAST POINT and FACET TECHNOLOGIES, LLC, their successors and assigns, and shall remain in effect for an initial term of three (3) years following the “Service Date.”
3. **RATES**

For the first year following the “Service Date,” the applicable cost for electricity from CITY will be 6.74 cents per kWh (30% Discount). Thereafter, for year two (2) the applicable cost for electricity from CITY will be 7.61 cents per kWh (20% Discount), and year three (3) the applicable cost for electricity from CITY will be 8.67 cents per kWh (10% Discount) off the Large Power Tariff Rate, then in effect, exclusive of any applicable taxes and/or fees, including any fees required by Georgia law to adjust any such rate for inflationary factors affecting the provision of the CITY service hereunder (i.e., to assure that Service hereunder is not provided below actual costs for a multiyear period contrary to Georgia Law) for all kWh delivered to CUSTOMER at CUSTOMER premises identified above. Should this CONTRACT remain in force beyond the initial term of three (3) years, the CUSTOMER will be charged according to the CITY rate schedules duly adopted for such service in accordance with CITY policies and practices.

4. **FORCE MAJEURE**

In the event that CITY is unable, wholly or in part, by reason of force majeure to deliver the electric power sold under the CONTRACT, then, on giving notice in full particulars of such force majeure, before the occurrence if practicable or, if not, then as soon as practicable after the occurrence of the cause relied on, the obligations of the CITY, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. The term “force majeure” as used herein means an act of God; action of the elements; labor disputes; required maintenance work; inability to secure right-of-way; strikes; lock-outs; or other industrial disturbances; acts of public enemy; blockages; wars; insurrections; foreign or domestic terrorists or riots; epidemics; landslides; earthquakes; fires; storms; floods; or wash-outs; arrests; governmental restraint; civil disturbances; explosions; other causes beyond the reasonable control of the CITY; or any other emergency creating conditions under which the CITY compliance with this CONTRACT would become impossible or create a substantial financial burden upon the CITY or its taxpayers.

5. **TIME OF THE ESSENCE AND ASSIGNMENT**

Time is of the essence. Neither party may assign this CONTRACT without the prior written consent of the other, which consent will not be unreasonably withheld.
6. **NO THIRD PARTY BENEFICIARIES**

   Except as otherwise specifically provided in this CONTRACT, the parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this CONTRACT of any duty, covenant, obligation or understanding established under this CONTRACT.

7. **NON-WAIVER**

   None of the provisions of this CONTRACT shall be considered waived by either party except when such waiver is given in writing. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this CONTRACT or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

8. **NOTICES**

   All correspondence required of a party to the other party shall under this CONTRACT be addressed as follows:

   **To: CITY OF EAST POINT:**
   
   City Manager  
   City of East Point  
   1526 E. Forrest Ave., Suite 400  
   East Point, Georgia 30344

   **To: FACET TECHNOLOGIES, LLC:**
   
   Steve Aldrich  
   Facet Technologies, LLC  
   3900 North Commerce Drive  
   East Point, Georgia 30344

   Such notice shall be given by First Class Mail, appropriate postage prepaid, addressed as specified above. Such notice shall be effective as of the date of its receipt by its intended addressee.

9. **SEVERABILITY**

   In the event that any provision of this CONTRACT is held to be unenforceable in any respect, such unenforceability will not affect any other provision of this CONTRACT.
10. CONSTRUCTION

This CONTRACT is made under and will be construed in accordance with and governed by the laws of the State of Georgia. Any litigation arising out of or connected with the terms of this CONTRACT shall take place in the courts of or having jurisdiction over Fulton County, Georgia.

IN CONSIDERATION OF THESE MUTUAL PROMISES, THE AUTHORIZED REPRESENTATIVES OF CITY OF EAST POINT and FACET TECHNOLOGIES, LLC have executed this CONTRACT and caused their seals to be affixed this ____ day of _____________, 2014.

ATTEST:

CITY OF EAST POINT, GEORGIA

By:____________________  By:______________________________

Jannquell Peters, Mayor

Title:___________________  Approved as to Form:

[SEAL]  Brad Bowman, Acting City Attorney

ATTEST:

Facet Technologies, LLC

By:____________________  By:______________________________

Title:___________________  Title:___________
GEORGIA, FULTON COUNTY

CONTRACT FOR ELECTRIC POWER SERVICE

This CONTRACT, made and entered into as of ________________________, by and between the City of East Point, Georgia, a municipal corporation of the State of Georgia located in Fulton County, Georgia ("CITY"), and Facet Technologies, LLC ("CUSTOMER"), a corporation having its principal place of business at 3900 North Commerce Drive, East Point, Georgia 30344.

WITNESSETH:

WHEREAS, CITY owns and operates an electric distribution system that supplies electric power to certain customers; and

WHEREAS, The CITY and the CUSTOMER agree that the CITY will supply and CUSTOMER will receive and pay for electrical power for service to the CUSTOMER’S premises located at 3900 North Commerce Drive, East Point, Georgia 30344 in Fulton County pursuant to this contract.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, hereinafter set forth, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. PURCHASE, SALE AND USE OF ELECTRIC SERVICE.

Commencing on the “Service Date”, as hereinafter defined, CITY shall deliver and CUSTOMER shall take and pay for electric power required for operating CUSTOMER’S premises identified above. For the purposes of this CONTRACT, “Service Date” shall mean the date when permanent service is first provided to CUSTOMER’S premises.
All electrical service provided under this CONTRACT shall be used by CUSTOMER at its premise in Fulton County, Georgia, and no portion of such primary electric service shall be resold by CUSTOMER. All interconnections with CITY’S electrical supply system shall meet standard technical requirements for such interconnections.

2. EFFECTIVE DATE; TERM.

   (A) This CONTRACT shall be in force and effect on the date first mentioned above.

   (B) This CONTRACT for electric power service shall be binding upon CITY and CUSTOMER, their successors and assigns, and shall remain in effect for an initial term of three (3) years following the “Service Date”. Should CUSTOMER terminate this CONTRACT, service will continue under the applicable rate schedule as determined by the CITY.

3. RATES.

   CUSTOMER shall receive a 3 Year term agreement and is defined as beginning on Year 1 after the Service Date, CUSTOMER shall receive a 30% discount off of applicable rate schedule. Beginning Year 2, CUSTOMER shall receive a 20% discount off of applicable rate schedule. Beginning Year 3, CUSTOMER shall receive a 10% discount off of applicable rate schedule with no further discounts beyond the 3 year term. Beyond the initial three (3) year term, the CUSTOMER will then be placed on the applicable rate schedule duly adopted for such service in accordance with CITY policies and practices.

   Should CUSTOMER cancel this CONTRACT, not maintain a minimum 3,000KW demand, or cease operations at the CUSTOMER premise first mentioned above for greater than six (6) months at any point during the initial term of this contract, the CITY shall recalculate the bills, for all months billed under this contract rate, at the standard Large Power rate schedule, or its successor.

   The difference between the contract rate and the recalculated Large Power rate, or its successor, shall be billed to and paid by CUSTOMER in accordance with the payment terms of the CITY.
4. **FORCE MAJEURE.**

In the event that CITY is unable, wholly or in part, by reason of force majeure to deliver the electric power sold under the CONTRACT, then, on giving notice in full particulars of such force majeure, before the occurrence if practicable or, if not, then as soon as practicable after the occurrence of the cause relied on, the obligations of the CITY, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused but for no longer period, and such cause shall as far as possible be remedied with all reasonable dispatch. The term “force majeure” as used herein means act of God; strikes, lock-outs, or other industrial disturbances; acts of public enemy, blockages, wars, insurrections or riots; epidemics; landslides, earthquakes, fires, storms, floods, or wash-outs, arrests, governmental restraint, civil disturbances; explosions; and other causes beyond the reasonable control of a party.

5. **CURTAILMENT; TEMPORARY INTERRUPTIONS.**

The electrical energy supplied by the CITY may be curtailed in whole or in part by the CITY at any time that an emergency exists, in the reasonable judgment of the CITY or MEAG Power, by reason of any of the following conditions: to protect essential human needs uses such as hospitals, schools and residences in such manner and priority as the CITY deems appropriate, or to preserve the integrity of the CITY’s electrical system and the integrity of the Integrated Transmission System (ITS). Additionally, the CITY shall not be liable for any loss by Owner of production, revenue, or profits, or for any consequential damages as a result of the temporary interruption or failure of service, or the temporary increase or decrease in energy, power or voltage; provided the CITY shall take all reasonable steps to restore normal service as quickly as possible. The CITY shall use its best efforts to provide uninterrupted service, but does not guarantee same.
6. **TIME OF THE ESSENCE AND ASSIGNMENT.**

   Time is of the essence. Neither party may assign this CONTRACT without the prior written consent of the other.

7. **NO THIRD PARTY BENEFICIARIES.**

   Except as otherwise specifically provided in this CONTRACT, the parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this CONTRACT of any duty, covenant, obligation, or understanding established under this CONTRACT.

8. **NON-WAIVER.**

   None of the provisions of this CONTRACT shall be considered waived by either party except when such waiver is given in writing. The failure of either party to insist in any one or more instances upon strict performance of any of the provisions of this CONTRACT or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

9. **NOTICES.**

   All correspondence required of a party to the other party shall under this CONTRACT be addressed as follows:

   **To CITY:**
   
   City of East Point  
   City Manager  
   1526 E. Forrest Ave, Suite 400  
   East Point, Georgia 30344

   **To CUSTOMER:**
   
   Facet Technologies, Inc  
   Steve Aldrich  
   3900 North Commerce Drive  
   East Point, Georgia 30344
Such notice shall be given by First Class mail, appropriate postage prepaid, addressed as specified above. Such notice shall be effective as of the date of its receipt by its intended addressee.

IN CONSIDERATION OF THESE MUTUAL PROMISES, THE AUTHORIZED REPRESENTATIVES OF CITY and CUSTOMER have executed this CONTRACT and caused their seals to be affixed this ____ day of ________________, 2014.

ATTEST:                      CITY OF EAST POINT, GEORGIA
By:__________________________  By:__________________________
Title: ________________________  Title: JANNQUELL PETERS, MAYOR

Approved as to Form:

___________________________________
Brad Bowman, City Attorney

ATTEST:                      FACET TECHNOLOGIES, INC
By:__________________________  By:__________________________
Title: ________________________  Title:__________________________
Police Department

SUBJECT: To Revoke the Alcohol License of Mr. Laffayette Holland

TYPE:


City Council ACTION REQUEST ON:

PURPOSE: To Revoke the Alcohol license of Mr. Laffayette Holland.

This is an existing business named (East Point Hill Top Sports Cafe) 2156 Sylvan Rd. East Point, GA 30344.

HISTORY: Licensee was untruthful to the City Of East Point Fire inspector and to Planning & Zoning. Licensee received a business license for a Retail Store when in fact his business is a Bar / Lounge.

Licensee had previously obtained a Alcohol License for a Bar / Lounge approved by Mayor and Council in September 2013.

FACTS AND ISSUES: This Licensee fraudulently obtained a Business License.

- The Licensee sent clothing line pictures portraying a retail store to the East Point Fire Inspector.

- The location was inspected by the East Point Fire Inspector on March 18 and March 25, 2014 for a retail store.

- The Licensee opened the location and allowed the location to be used by a third party under the name Club Revolt.

- The Licensee had hundreds of patrons in the location when his occupancy certificate had a maximum of one hundred patrons in the alleged retail store.
The Licensee and his manager had engaged in similar conduct in Atlanta.

The Licensee appealed the revocation of his license to the Alcohol Appeal Board on June 5, 2014.

RECOMMENDED ACTION:
- The Police Department recommended the Revocation of the Alcohol License.
- The Alcohol Appeal Board agrees with the Police Departments recommendation and recommends Revocation of the Licensee's Alcohol License.

ATTACHMENTS:
- Alcohol Appeal Hearing (PDF)
RECOMMENDATION OF CITY OF EAST POINT
ALCOHOL APPEAL BOARD

APPEAL HEARING OF LICENSEE
EAST POINT HILL TOP SPORTS CAFE
JUNE 5, 2014

PRESIDING HEARING OFFICER –
WILLIE JACKSON

SUBMITTED TO: MAYOR AND CITY COUNCIL
THROUGH BRAD BOWMAN,
ACTING CITY ATTORNEY
FOR THE CITY OF EAST POINT
COMES NOW the Alcohol Appeal Board for the City of East Point, and renders the following recommendation to the Mayor and the City Council for the City of East Point with respect to the appeal of East Point Hill Top Sports Café ("Licensee"), located at 2156 Sylvan Road, East Point, Georgia, 30344 (the "Location"), on the proposed revocation of its liquor license based on Section 11-1067 of the Alcohol Ordinance of the City of East Point, "Revocation or Suspension of License".

INTRODUCTION

An Alcohol Appeal Board Hearing (the "Hearing") was held on June 5, 2014, at 6:00 p.m. at East Point City Hall, Mayor's Conference Room, located at 2777 East Point Street, East Point, Georgia 30344, in response to the Chief of Police's recommendation of the revocation of the Liquor License of East Point Hill Top Sports Cafe. In attendance were: 1) Willie Jackson (Chair and member of the Alcohol Appeal Board (the "Board")); 2) JoAnn Champtal and George O. Sneed, Jr. (each a member the Board); 3) Morris Little, (Independent Counsel for the Board); 4) Trip Freeman (counsel to the Licensee); 5) Woodrow Blue (Chief of Police - City of East Point); 6) Victor Copeland (City of East Point Investigator); 7) Brad Bowman (Acting City Attorney – City of East Point); 8) Charnae Wynn (contingent manager for Licensee’s establishment); 9) Joseph Johnson and Susan Douglas (public attendees). The Hearing was held in accordance with Section 11-1065 and Section 11-1067 of the City of East Point Ordinances.

In addition to the testimony given at the Hearing, the Board also reviewed the following documents offered into evidence, all of which were submitted by the
City of East Point: 1) as Exhibit A – an inspection report dated March 25, 2014, completed by the East Point Fire Department – Fire Prevention and Inspection for the Location to operate as a retail location; 2) as Exhibit B – an inspection report dated December 18, 2013, completed by the East Point Fire Department – Fire Prevention and Inspection for another establishment which operates as a restaurant; 3) as Exhibit C – two photographs depicting clothing hanging from racks; 4) as Exhibit D – a collection of 36 photographs dated May 6, 2014 of the Location; 5) as Exhibit E – a letter dated February 27, 2013 from the law office of Terry S. Bailey to the City of Atlanta Police Department’s License and Permits Unit, recording the fact that Licensee’s appointment with the city of Atlanta for a change in ownership for an alcohol license was canceled; and 6) as Exhibit F – 13 pages taken from Licensee’s Facebook page, depicting the atmosphere in the Location and various other comments regarding a party held at the Location. The parties did not have any additional rebuttal evidence and, thus, the evidence closed at the conclusion of the hearing.

On June 18, 2013, Licensee submitted an application (the “Alcohol Application”) to the City of East Point (the “City”) for a License to Sell Alcoholic Beverages (the “License”) at the Location as a sports bar cafe. Licensee was successful in obtaining the License in September 2013, and in May, 2014, began operating the business at the Location. In an effort to open its doors early and start generating revenue at the Location, on March 12, 2014, Licensee applied for a business license with the City to operate a retail store at the Location. As a result of the application for a business
license to operate a retail store at the Location, the City’s Planning and Zoning department conducted two (2) inspections (on March 18 and March 25, 2014), at the Location. On both inspections, Licensee attempted to portray the business as a clothing store, even going so far as to send photographs to the fire chief depicting clothing sparsely laid out on racks in the Location. After the application for a business license was submitted, the City approved the business license for the Location to operate as a retail store and prohibited the use of certain portions of the premises. After obtaining the business license as a retail store, Licensee then opened the Location and allowed the Location to be used by a third party under the name Club Revolt. Club Revolt held at least one party where free alcohol was served and several hundred people packed the Location. In addition, Licensee occupied portions of the Location that it was told could not be used for any purpose. Shortly after opening its doors, Licensee’s business was shut down by the City pending further investigation. On May 8, 2014, Chief Blue notified Licensee, in writing, that he was recommending that the City revoke Licensee’s License.

**FINDINGS**

With respect to the proposed revocation of Licensee’s License, this Board finds that Licensee’s conduct in applying for a business license as a retail store was deceitful. In addition, Licensee allowed a promoter to utilize the Location and to rename the Location “Revolt”. Pictures taken at the Location under the name Revolt, coupled testimony from Investigator Copeland and admission by Licensee’s counsel,
indicates that Licensee had “several hundred” people in the Location on one evening. In addition, the Location was offering patrons free drinks through the use of a free drink card and photographs taken of several patrons depicted them displaying hand signals which would identify them as gang members (one of which was displaying the sign of the Bloods gang).

Counsel for Licensee testified that Licensee did not know about the business license application. That application was made by his then manager, signing Licensee’s name. We are told that manager has since been fired. While that may or may not be factual, the fact remains that the License and the Location were the responsibility of Licensee and he is liable for those actions. In addition, counsel for Licensee states that Licensee wishes to do the right thing and have a fresh start, however, testimony was given by Inspector Copeland that Licensee and his manager had engaged in similar conduct in the City of Atlanta the previous year. While Licensee’s previous conduct is not indicative of his future behavior, his actions clearly demonstrate a pattern of deceitful behavior.

Counsel for Licensee further explained to the Board that Licensee has made upward of thirty to forty thousand dollars of improvements to the Location, however, counsel offered no tangible evidence that Licensee actually invested that amount to improve the Location; and based on the photographs admitted into evidence it is difficult to see where that level of investment was made to improve the Location.

Further, it stands to reason that, if someone makes a significant investment in a business, they would not risk that investment by taking actions that they know could
have a detrimental impact to the business, especially not in the early stages of the business.

RECOMMENDATION

Based on the evidence and testimony, it is this Board’s recommendation to revoke Licensee’s License. Counsel for Licensee requested a partial refund of the fees paid to obtain the License if it is revoked, as Licensee only operated the business for 17, or so days before he was shut down. However, Licensee obtained the License in September and had the opportunity to use the License for a longer period. Moreover, City Ordinance 11-1062(c) does not permit a refund of the licensee fee in the event of a revocation or surrender of a license.

Presiding Officer – Willie Jackson
SUBJECT: Ordinance to Modify Conditions of Zoning Associated with Rezoning Adopted June 21, 1971 for Property Located at 3601 North Desert Drive in the City of East Point, Georgia

PUBLIC HEARING REQUIRED

TYPE: Ordinance

APPLICANT: Wilson Brock & Irby

ZONING CASE No./ASSOCIATED CASE Nos: 2014Zm-001-06


FINANCIAL IMPACT:

BUDGET IMPACT: N/A

ANNUAL: N/A

CAPITAL: N/A

FUNDING SOURCE: N/A

Remaining Balance (if approved):

City Council ACTION REQUEST ON:

RECOMMENDED ACTION:

Council has the governing authority to choose one of the options listed above or make a different decision.

OPTIONS:

1. Council can approve the modification of conditions.

2. Council can approve the modification of conditions per Staff's recommendation.

3. Council can deny the modification of conditions however the property would remain underutilized.

PURPOSE: Request that the East Point City Council approve the modification of conditions established by a rezoning approved by City Council June 21, 1971.

HISTORY: The property located at 3601 N Desert Drive is a part of four (4) tracts that were rezoned in 1971. The former use of the property was residential. In 2004/2005 a Cracker Barrel restaurant constructed on the subject site and remained open for a short period of time. Another restaurant moved into the existing facility in 2012, however it closed as well. The existing structure is now vacant.
FACTS and ISSUES: Cactus Carwash proposes the redevelopment of 3601 North Desert Drive with commercial facilities. The current conditions prohibit automobile-oriented businesses and drive-in restaurants. This location is located in the active Camp Creek corridor of East Point. The modification of these prohibitions would complement the current uses in the area. Although not required, the applicant commissioned a traffic study that was conducted by Kimley-Horn. Results of the study indicated that the Cactus Carwash facility would generate fewer trips that the potential existing restaurant use.

STAFF RECOMMENDATIONS:

Staff recommends APPROVAL of the applicant’s request to delete conditions of zoning: 1, 2a, 2c, 2h, 3, 4, 5, 6, 7 and 8 adopted by City Council June 21, 1971 to support the construction of a Cactus Carwash and two (2) additional commercial retail structures. The conditions of zoning are modified as follows per July 21, 2014 Council Meeting:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
   c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   d. Gasoline service stations
   e. Rooming houses

2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure.

3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit if the applicant decides to subdivide the parcel.

4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance.

5. Underground utilities shall be installed through-out the development.

6. Outside storage of vehicles and/or trailers is prohibited for entire development.

7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited.

8. Outside merchandise sales, storage and display are prohibited.

9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco.

10. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.

11. Inter-parcel access shall be required between the three (3) proposed retail sites.
12. All rooftop accessory structures shall be screened by a parapet wall.

13. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure.

14. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites.

15. Exterior roll down security screens and burglar bars are prohibited.

16. Sign package for entire development shall be submitted for review and approval.

17. Landscape plan shall be submitted and approved prior to issuance of Land Disturbance Permit

18. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East Point Code of Ordinances

ATTACHMENTS:

- 2014ZM-001-06_Zoning Map Amendment Ordinance (DOC)
- 2014ZM 001 Staff Analysis (DOC)
- 2014ZM-001-06_Tax Map (PDF)
- 2014ZM-001-06_Application (PDF)
- 2014ZM-001-06_Zoning Map Amendment Ordinance 07 08 2014 (PDF)
- 2014ZM 001 06_3601_N_Desert_Drive (PDF)
- 2014ZM-001-06_Zoning Map Amendment Ordinance 07 21 2014 (PDF)
- 2014ZM-001-06_Traffic Study (PDF)
AN ORDINANCE TO MODIFY CONDITIONS OF ZONING ASSOCIATED WITH
REZONING ADOPTED JUNE 21, 1971 FOR PROPERTY LOCATED AT 3601 NORTH DESERT DRIVE IN THE CITY OF EAST POINT, GEORGIA

APPLICATION NO: 2014ZM-001-06
ASSOCIATED APPLICATION NO: N/A

WHEREAS, the owners of real property (the “Applicants”) have applied to the City of East Point for a modification to zoning (“the Application”) approved June 21, 1971 of certain property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”); and

WHEREAS, the modification to the zoning conditions of the Property would be consistent with the City’s current zoning designation C-2 (Central Business District), adopted Zoning Ordinance & Development Regulations and Mission 2036 Comprehensive Plan uses; and

WHEREAS, the City of East Point and the Mayor and Council have determined that different conditions of zoning are necessary for the protection and benefit of neighboring properties and the citizens of East Point, in order to ameliorate the effects of the modification; and

WHEREAS, the City of East Point, and the Mayor and Council have determined that the zoning modification of the Property would be in the best interest of the citizens of the City of East Point; and

WHEREAS, the City of East Point and the Mayor and Council have determined that the zoning modification of the property would allow for the redevelopment of a vacant property; and

WHEREAS, the Application has been reviewed and is in compliance with the City of East Point Code of Ordinances and Mission 2036 Comprehensive Plan; and
WHEREAS, the Application is in accordance with the zoning procedures set forth in Part 10, Chapter 2, Article I, Section 10-2192, et seq. of the East Point Code of Ordinances governing such procedures for modifications to zoning conditions.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF EAST POINT, GEORGIA AS FOLLOWS:

Section 1. The following conditions of zoning adopted June 21, 1971 are deleted:

1. Maximum building height of 30-feet

2a. Automobile laundries and automatic car wash establishments prohibited

2c. Automobile servicing and repairing prohibited

2h. Drive-in restaurants prohibited

3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision

4. 25-feet of natural buffer on east boundary of property reserved for residential uses

5. Maximum sign height of 30-feet

6. No customer entrance on east side of buildings

7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services

8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971

Section 2. The Property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”) is modified with conditions for the purpose of constructing a Cactus Car Wash and two (2) additional retail structures as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops

d. Gasoline service stations

e. Rooming houses

2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure

3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit

4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance

5. Underground utilities shall be installed through-out the development

6. Outside storage of vehicles and/or trailers is prohibited

7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited

8. Outside merchandise sales, storage and display are prohibited

9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco

10. Existing berm fronting Camp Creek Parkway shall remain and be planted with evergreen vegetation and shrubbery selected from the list provided in Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance

11. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance

12. Inter-parcel access shall be required between the three (3) proposed retail sites

13. All rooftop accessory structures shall be screened by a parapet wall

14. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure

15. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites

16. Exterior roll down security screens and burglar bars are prohibited

17. Sign package for entire development shall be submitted for review and approval

18. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East Point Code of Ordinances
Section 3. This ORDINANCE shall be codified in a manner consistent with the laws of the State of Georgia and the City of East Point.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all Sections, paragraphs, sentences, clauses and phrases of this ORDINANCE are or were, their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this ORDINANCE, is severable from every other section, paragraph, sentence, clause or phrase of the ORDINANCE. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this ORDINANCE is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ORDINANCE.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this ORDINANCE shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the ORDINANCE and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the ORDINANCE shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. ALL ORDINANCES and parts of ORDINANCES in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of Part 1 of the Code of Ordinances, City of East Point, Georgia at the time of the effective date of this ORDINANCE shall be and are hereby made applicable to this ORDINANCE and shall remain in full force and effect.

Section 7. The effective date of this ORDINANCE shall be the date of adoption unless otherwise specified herein.
Public Hearing Held:  

First Reading:  

APPROVED this ________ day of _____________ 2014.

_________________________________
Jannquell Peters, Mayor

APPROVED AS TO FORM:  ATTEST:

_________________________________  
Brad Bowman, Acting City Attorney  S. Diane White, City Clerk
SURVEYOR’S LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 225 & 226 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W VARIES) AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);

THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W VARIES) NORTH 53 DEGREES 34 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 278.03 FEET TO A 1/2" REBAR;

THENCE, NORTH 68 DEGREES 08 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 97.51 FEET TO A 1/2" REBAR;

THENCE, SOUTH 60 DEGREES 24 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 26.35 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 211.75 FEET TO A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W VARIES) AND THE EASTERNLY RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/W VARIES);

THENCE, ALONG THE EASTERNLY RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/W VARIES) NORTH 30 DEGREES 51 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 91.39 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 11 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 151.02 FEET TO A 1/2" REBAR;

THENCE, NORTH 18 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 94.08 FEET TO A 1/2" REBAR;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 120.58 FEET TO A 1/2" REBAR;

THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 72.97 FEET TO A 1/2" REBAR;

THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 232.31 FEET TO A 1/2" REBAR;

THENCE, SOUTH 19 DEGREES 00 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 37.88 FEET TO A 1/2" REBAR;

THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 74.10 FEET TO A 1/2" REBAR, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 61 DEGREES 35 MINUTES 37 SECONDS EAST AND A DISTANCE OF 87.58 FEET WITH A RADIUS OF 50.00 FEET;

THENCE NORTH 75 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A 1/2" REBAR LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);

THENCE, ALONG SAID RIGHT-OF-WAY LINE SOUTH 13 DEGREES 41 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 484.91 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.88 ACRES MORE OR LESS.
Application No. 2014ZM-001-06

PROPOSED ACTION: Request approval to modify zoning conditions adopted June 21, 1971

PROPOSED USE: Commercial

CURRENT ZONING: C-2c (Central Business District w/conditions)

FUTURE DEVELOPMENT MAP: Regional Center

LOCATION: 3601 N Desert Drive

WARD: D

PARCEL ID#: 14-0225-LL-172-8

COUNTY APPRAISAL VALUE: $900,000 (county market value)

OWNER: Smith Auto Spa, LLC

APPLICANT: Wilson Brock & Irby, LLC

APPLICANT’S INTENT: The applicant requests approval to modify zoning conditions adopted June 21, 1971.
SITE PLAN ANALYSIS:

The Department of Planning & Community Development offers the following considerations. Analysis is based on existing conditions, current zoning, the Mission 2036 Comprehensive Plan & Future Development Map and adopted Zoning Ordinance & Development Regulations.

NEARBY/ADJACENT PROPERTIES:

North: Redwine Road
- Zoning: C-2c (Central Business District)
- Zoning: C-L (Commercial Limited)
- FDM: Growing Residential & Regional Center

South: Camp Creek Parkway
- Zoning: C-2c (Central Business District)
- FDM: Regional Center

East: Young Drive
- Zoning: R-L (Residential Limited)
- FDM: Suburban Residential

West: Interstate 285 (I-285)
- Zoning: C-2c (Central Business District)
- FDM: Regional Center

CURRENT ZONING: C-2c (Central Business District)

PROPERTY ACREAGE: 3.880004 acres

EXISTING BLDG SQ FT: 9,860 Sq. ft.

PROPOSED STREETS: Existing Street

LAND LOT(S): 225

LOT DIMENSIONS: 73’ x 151.33’ x 91.5’ x 211.8’ x 219.5’ x 510’
APPLICATION NO. 2014ZM-001-06

SITE PLAN MAP:
The site is approximately 3.88 acres and has an existing building approximately 10,000sf. It is the former site of the Cracker Barrel Restaurant and Scores Restaurant and is currently vacant. Smith Auto Spa, LLC proposes to redevelop the site with three (3) commercial facilities. The first facility proposed is a Cactus Carwash.

CURRENT CONDITIONS OF ZONING:
Variance approved by the Planning & Zoning Commission in 2004 to allow a freestanding sign 100-feet in height with a maximum sign area of 356sf.

Rezoning approved by City Council June 21, 1971 from R-O (One-Family Residential) to C-2 MC (Central Business Modified Conditional). This site is Tract 1 of a larger development plan; Land Lots 225, 226 and 255.

1. Maximum building height of 30-feet
2. Prohibited uses
   a. Automobile laundries and automatic car wash establishments
   b. Automobile sales lots and show rooms
   c. Automobile servicing and repairing
   d. Boarding houses
   e. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   f. Gasoline service stations
   g. Rooming houses
   h. Drive-in restaurants
3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
4. 25-feet of natural buffer on east boundary of property reserved for residential uses
5. Maximum sign height of 30-feet
6. No customer entrance on east side of buildings
7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services
8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971
APPLICATION REQUEST:

Applicant is requesting to modify the conditions of zoning adopted June 21, 1971 by deleting the following conditions. An explanation of each request is found in the applicant’s Letter of Intent.

1. Maximum building height of 30-feet
   2a. Automobile laundries and automatic car wash establishments prohibited
   2c. Automobile servicing and repairing prohibited
   2h. Drive-in restaurants prohibited
2. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
3. 25-feet of natural buffer on east boundary of property reserved for residential uses
4. Maximum sign height of 30-feet
5. No customer entrance on east side of buildings
6. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services.
7. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971
STAFF RECOMMENDATION:

Staff recommends APPROVAL of the applicant’s request to delete conditions of zoning: 1, 2a, 2c, 2h, 3, 4, 5, 6, 7 and 8 adopted by City Council June 21, 1971 to support the construction of a Cactus Car Wash and two (2) additional commercial retail structures. The conditions of zoning are modified as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
   c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   d. Gasoline service stations
   e. Rooming houses
2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure.
3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit.
4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance.
5. Underground utilities shall be installed throughout the development.
6. Outside storage of vehicles and/or trailers is prohibited for entire development.
7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited.
8. Outside merchandise sales, storage and display are prohibited.
9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco.
10. Existing berm fronting Camp Creek Parkway shall remain and be planted with evergreen vegetation and shrubbery selected from the list provided in Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.
11. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.
12. Inter-parcel access shall be required between the three (3) proposed retail sites.
13. All rooftop accessory structures shall be screened by a parapet wall.
14. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure.
15. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites.
16. Exterior roll down security screens and burglar bars are prohibited.
17. Sign package for entire development shall be submitted for review and approval.
18. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East Point Code of Ordinances.
19. Landscape plan shall be submitted and approved prior to issuance of LDP.
2014ZM-006-01
Parcel: 14 0225 LL1728 Acres: 0

Name: STATE BANK & TRUST COMPANY
Site: NORTH DESERT DR
Sale: $10 on 2013-05-01 Reason=5 Qual=U
Mail: 3399 PEACHTREE RD SUITE 2020

Land Value: 415400
Building Value: 484600
Misc Value: 
Total Value: 900000

Fulton County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Date printed: 06/26/14 : 18:10:59
## MODIFICATION PRE-APPLICATION REVIEW

### TYPE OF MODIFICATION

- **Adminstrative**
- **Zoning:** 2014ZM-001-06

### Applicant:
- **Name:** Wilson Burke Irby
- **Phone:** (404) 853-5050
- **Fax:** (404) 853-1812
- **Email:** hbucksleywbilge@1.com
- **Subject Property Address:** 3601 N Desert Dr
- **Existing Zoning:** C2c
- **Land Lot(s):** 225
- **Total Acreage:** 3.88
- **Ward:** D

### Owner:
- **Name:**
- **Phone:**
- **Fax:**
- **Email:**

### Representative:
- **Name:** Larry Dingle
- **Phone:** (4) 853-5050
- **Fax:** (4) 853-1812
- **Email:** ldingle@wbilge.com
- **Overlay District (if applicable):**
- **Topo Map Required?:** No
- **Stream(s) within 100' of subject property:**

### Date:
- **Applicant:**
- **Planner:**

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Pre-Application Review for Modification 1 of 2

Updated: February 27, 2014
REQUESTED MODIFICATION

Condition: **Modifying 8 of 15 criteria approved 6/21/1971**

Condition: 

Condition: 

Condition: 

ADDITIONAL INFORMATION: 

ATTENDANCE IS REQUIRED AT THE FOLLOWING MEETINGS:

Community Zoning Information Meeting ✔ Date: **6/17/2014**

Planning and Zoning Commission ✔ Date: 

City Council ✔ Date: **7/21/2014**

Please be sure to complete the following items:

1. Notify via the Development Intent Card the following (please initial each item):
   a. Senior Planner, Regina Carter
   b. Parcel Owners within a 500 ft radius
   c. All Council members
   d. All Ward Homeowners Association Presidents

2. Forward photos of all signs posted by email to Senior Planner
   - CZIM Sign (Purple) Post visibly on property from date of application until **6/18/14**
   - Modification Sign (Blue) Post visibly on property from **6/18/14** until **7/12/14**

APPLICANT’S SIGNATURE: To the best of my knowledge, this pre-application review is correct and complete. If additional modifications are determined to be necessary, I understand that I am responsible for filing an appeal as specified by Chapter 2, Article I of the City of East Point Zoning Code and Development Regulations.

Applicant: [Signature] Date: **5/22/2014**

Planner: [Signature] Date: **5/22/2014**
APPLICATION FOR ADMINISTRATIVE/ZONING MODIFICATIONS & CONCURRENT VARIANCES

The undersigned, having interest in the property herein described respectfully request:

Section I – Zoning Modification

#: 2014ZM-001-006
(To be assigned by East Point)

A. Administrative Modification: A modification of condition(s) to a rezoning or Use Permit that does not require a public hearing. A decision will be made by the Director of Planning and Zoning, and will be confirmed by the City Council.

B. Zoning Modification: A modification of condition(s) to a rezoning or Use Permit, where public interest has been determined. This requires a public hearing by the City Council. The Department of Planning and Zoning will make a recommendation to the Council. If “A” was denied, list previous case number #M

C. Concurrent Variance Request(s) to Modification #VC.
(To be assigned by staff)

Request 1)
Ref: Chapter Section

Request 2)
Ref: Chapter Section

Request 3)
Ref: Chapter Section
Section II

1. Identify the specific condition(s) being addressed in the application. State the condition number(s) and letter(s) Conditions 1; 2.2; 2.3; 2.8; 3; 4; 5; 6; 7; and 8. Please refer to letter of intent for details of request.

2. Case file number of the rezoning or use permit to which this application pertains. Current zoning

3. Attach a copy of Legal Description (must be metes and bounds), or complete the following information if the property is within a recorded subdivision.

   Subdivision Name: ____________________________
   Unit/Phase: __________________ Lot Number: __________________
   Block Designation: __________________
   Land Lot(s): __________________
   Road Name: __________________
   Recorded in Plat Book: _______ Page: __________

Section III

Notice: Sections III and/or IV below MUST BE SIGNED AND NOTORIZED when application is submitted. If Section III is signed and notarized, applicant need only to complete Section IV as "Applicant", then notarization of Section IV is not necessary.

Owner states under oath that he/she is the owner of property described in the attached legal description, which is made part of this application for a Modification.

Smith Auto Spa LLC

(Type or print owner’s name) 

Address 2777 Chapel Hill Road

City & State Douglasville GA Zip Code 30135

(Owner of Property (Signature) )

678-656-4564

Phone Number Alternate Phone Number

Sworn to and subscribed before me this Day of June 2014

[Signature]

[Seal]

Notary Public

Commission Expired: May 10, 2014
Section IV

Applicant, if different from the Owner, states under oath that:

1. Applicant is the executor or attorney-in-fact under a Power-of-Attorney for the Owner. Attach copy of Power-of-Attorney and type name of Owner as indicated in Section III, or

2. Applicant has an option to purchase said property conditioned upon the property being granted a modification. Attach a copy of contract and type name of Owner as indicated in Section III; or

3. Applicant has an estate for years which permits the applicant to apply for a modification. Attach a copy of lease and type name of Owner as indicated in Section III.

Indicate which above is applicable □ 1 □ 2 □ 3

________________________________________________________________________

(Type or print owner's name)

Address

City & State Zip Code

(Owner of Property (Signature))

Phone Number

Alternate Phone Number

________________________________________________________________________

Sworn to and subscribed before me this Day of __________ 20___

________________________________________________________________________

Notary Public

Commission Expires

(SEAL)

Section V

Attorney or Agent, if different from the applicant and/or owner:

Larry M. Dingle, Esq. for Wilson Brock & Irby LLC

Signature of Attorney or Agent check one: ( ) Attorney ( ) Agent

2849 Paces Ferry Road, Suite 700

Address

Atlanta GA 30339

City & State Zip Code

404-853-5050

Phone Number
Department of Planning & Zoning
@ Jefferson Station
1526 E. Forrest Avenue Suite 100 East Point, GA 30344

404.270.7212 (Phone) 404.765.2764 (Fax) www.eastpointcity.org

AUTHORIZED TO INSPECT PREMISES

I/we ________________ Smith Auto Spa LLC

am/are the owner(s) of the property, which is the subject matter of this application. I/we authorize the City of East Point to inspect the premises, which are the subject of this request for rezoning/use permit/variance/subdivision.

__________________________
Signature of Applicant

I have read this entire application and all of this information is completed.

Personally appeared before me

__________________________
Applicant or Agent for Applicant

Larry M. Dingle, Esq.
Print Name Clearly

__________________________
Notary Public

Date 5/10/2018

Commission Expires
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 225 & 226 OF THE 14TH
DISTRICT OF FULTON COUNTY, GEORGIA, SAID TRACT OR PARCEL BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE
OF CAMP CREEK PARKWAY (R/W VARIES) AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH
DESERD DRIVE (70' R/W);
THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W VARIES)
NORTH 53 DEGREES 34 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 278.03 FEET TO A 1/2"
REBAR;
THENCE, NORTH 68 DEGREES 08 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 97.51 FEET TO A
1/2" REBAR;
THENCE, SOUTH 60 DEGREES 24 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 26.35 FEET TO A
CONCRETE MONUMENT;
THENCE, NORTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 211.75 FEET TO A
CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF
CAMP CREEK PARKWAY (R/W VARIES) AND THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 285
(R/W VARIES);
THENCE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/W VARIES) NORTH 39
DEGREES 51 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 91.39 FEET TO A CONCRETE
MONUMENT;
THENCE, NORTH 11 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 151.02 FEET TO A
1/2" REBAR;
THENCE, NORTH 18 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 94.06 FEET TO A
1/2" REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR
A DISTANCE OF 129.56 FEET TO A 1/2" REBAR;
THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 72.97 FEET TO A
1/2" REBAR;
THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 232.31 FEET TO A
1/2" REBAR;
THENCE, SOUTH 19 DEGREES 05 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 37.89 FEET TO A
1/2" REBAR;
THENCE ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 74.18 FEET TO A 1/2" REBAR, SAID
CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 61 DEGREES 35 MINUTES 37
SECONDS EAST AND A DISTANCE OF 67.56 FEET WITH A RADIUS OF 50.00 FEET;
THENCE NORTH 75 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A
1/2" REBAR LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);
THENCE, ALONG SAID RIGHT-OF-WAY LINE SOUTH 13 DEGREES 41 MINUTES 28 SECONDS EAST FOR A
DISTANCE OF 484.91 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.88 ACRES MORE OR LESS.
June 10, 2014

VIA HAND DELIVERY
Ms. Geneasa Elias, AICP
East Point Department of Planning
Suite 100
1526 E. Forrest Avenue
East Point, GA 30344

RE: Letter of Intent for Application for Zoning Modification by Cactus Carwash for 3.88-Acre Property Located at 3601 N. Desert Drive (Parcel ID Number 14 0225 LL 1728) (the “Subject Property”).

Dear Geneasa:

My firm represents Cactus Carwash, which specializes in providing top quality car cleaning and detailing services. The high quality of service Cactus provides its customers extends not only to the quality of our cleaning services; it encompasses the total customer experience. To this end, Cactus Carwash provides its customers with a fun southwestern-themed physical environment and a comfortable customer lounge, which includes high definition television, free internet access, a premium coffee bar, and immaculately maintained restroom facilities.

Cactus Carwash proposes the redevelopment of the Subject Property with three commercial facilities. The largest facility would be a new Cactus Carwash facility, which will incorporate the company’s southwestern design language in the aesthetics of the new building and the surrounding grounds. Cactus Carwash is currently working to recruit a widely beloved retailer of pastry treats to the second proposed facility. The third proposed facility would also be devoted to retail use or some other similar service-oriented use.

On June 21, 1971, the Mayor and Council of the City of East Point rezoned the Subject Property from R-0 (One Family Residential) to C-2-C (Central Business Conditional). The site-specific conditions attached to this 43-year-old rezoning include the following:

1. Automobile laundries and automatic car wash establishments are prohibited;
2. Drive-in restaurants are prohibited;
3. A 450-foot tract shall be reserved on the east side of the Subject Property for residential use only, and houses must be built in accordance with the restrictive covenants of the Williamsburg subdivision;

4. A 25-foot natural buffer must be reserved only for residential use on the Subject Property’s east boundary;

5. Maximum height for signage is 30 feet;

6. No customer entrance is allowed on the east side of the buildings;

7. Developer is to develop Desert Drive “on North of Camp Creek Parkway” according to city specifications and deed all necessary rights-of-way for streets, water, sewer, and electrical services; and

8. “Restrictive covenants in effect twenty years from date signed 7/17/71.”

Cactus Carwash respectfully requests a modification in the Subject Property’s current C-2-C zoning to remove all of the conditions listed above. The other seven existing zoning conditions would remain in place. This letter is written pursuant to Section 10-2193 (Application for modification) of the City’s zoning ordinance, this letter is intended to provide a:

...written explanation of the circumstances upon which the requested change of condition is based including the reason why development or use of the property, as approved, cannot be accomplished without the modification of a condition.

I. Automobile-Oriented Use Restriction

The first condition listed above prohibits carwashes. This condition was imposed on the property to address circumstances surrounding a 43-year-old development proposal and, therefore, it has no bearing on the currently proposed development. Furthermore, carwash facilities are currently a permitted principal use on properties with C-2 zoning. For these reasons, the continued strict application of this zoning condition would prevent the proposed redevelopment of the Subject Property without providing any public protections or benefit.

II. Drive-In Restaurant Restriction

Cactus Carwash is recruiting a widely beloved international pastry retailer to locate on the Subject Property as part of the proposed site redevelopment. The second condition enumerated above would frustrate this effort because it prohibits the development of a “drive-in” restaurant on the Subject Property.
III. Residential Uses, Buffers, and Restrictive Covenants

The third, fourth, and eighth conditions listed above require the reservation of a 450-foot residential tract, a 25-foot buffer for residential uses, and compliance with residential restrictive covenants. Unlike the development proposed in 1971, the present development proposal does not include a single-family residential use component.

In the years since 1971, this portion of Camp Creek Parkway has developed into a “Major Highway Corridor” that is predominantly characterized by commercial development; and the city has designated the area around the Subject Property for regional commercial, employment, and education development.¹ These land use policies are reflective of the commercial development patterns immediately surrounding the intersection of Camp Creek Parkway and Interstate 285. For these reasons, the second and third zoning conditions are no longer appropriate for the Subject Property.

IV. Signage Restriction

The fifth condition listed above limits freestanding signs to a maximum height of 30 feet. However, on January 15, 2004 (33 years after the zoning condition was adopted), the City approved a variance for the Subject Property to allow a 100-foot-tall freestanding sign with a maximum sign area of 356 square feet. An existing freestanding sign on the Subject Property was constructed pursuant to this variance approval. Cactus Carwash respectfully requests the removal of the 1971 sign condition to eliminate tension between the 1971 rezoning and the 2004 sign variance.

V. Construction Restrictions and Requirements

The sixth zoning condition listed above prohibit customer entrances on the east side of the buildings proposed in 1971, and the sixth condition requires the 1971 developer to “develop Desert Drive” in accordance with City standards and to dedicate various utility easements to the City. Given that the Subject Property was developed decades ago (along with Desert Drive), it can be reasonably determined that this condition is no longer necessary. Therefore, Cactus Carwash respectfully requests the removal of this condition.

VI. General Arguments in Support of Modification

The approval of our requested zoning modification would be in harmony with the zoning ordinance’s general purpose and intent. According to section 10-2004, the zoning ordinance’s general purpose and intent is to:

¹ City of East Point Mission 2036 Comprehensive Plan Update: Community Agenda, pp. 33 – 34.
Wilson Brock & Irby, L.L.C.

Cactus Carwash Zoning Modification

June 10, 2014

Page 4 of 5

"[include] a variety of regulations that apply to uses and structures allowed in one or more zoning districts or to uses and structures allowed in all zoning districts except when specifically excluded by provisions contained elsewhere in this [zoning ordinance]."

In addition, the specific intent of the C-2 zoning regulations is to provide "commercial goods and services that will serve the entire community."

Cactus Carwash proposes a redevelopment of the Subject Property to facilitate the construction of three commercial retail/service facilities, which will include a facility for the provision of premium car cleaning services and a facility for an international pastry retailer. Therefore, the approval of the requested zoning modification is consistent with the general purpose and intent of the zoning ordinance, as well as the specific intent of the C-2 zoning regulations.

Furthermore, the zoning ordinance authorizes the City Council to impose zoning conditions that are "necessary and appropriate to mitigate potentially adverse influences or otherwise promote the public health, safety or general welfare." As explained in detail above, we are requesting the removal of zoning conditions that were imposed to address the potential impacts of a development that was proposed in 1971, and to protect the community as it existed at that time. Therefore, these 33-year-old zoning conditions do not address any potential impacts of the currently proposed development, and they do not bear any relationship to the 21st century community in which the Subject Property is located.

Constitutional Notice

Georgia law, and the principals of open communication, require us to inform the Mayor and Council that if this zoning modification is not granted as requested, such action would violate Article I, Section I, Paragraph I, Article I, Section I, Paragraph II and Article I, Section III, Paragraph I of the Georgia Constitution, as well as the 14th and 5th Amendments to the United States Constitution. Furthermore, the imposition of any new zoning condition(s) inconsistent with the request of this application will violate the foregoing constitutional provisions.

---

2 Zoning Ordinance § 10-2073.
3 Zoning Ordinance § 2212.
For all of the foregoing reasons, Cactus Carwash respectfully requests the approval of its application for zoning modification. Please let me know if you need any additional information, or clarification of anything in this letter.

Sincerely,

WILSON BROCK & IRBY, L.L.C.

By: Larry M. Dingle

By: Harold Buckley Jr., AICP

Cc: Mr. Nate Smith, Cactus Carwash
Intersection of I-285 & Redwine Road - TRACT I  

PETITIONER: Seymour Siegel & Sol I. Golden, et. al. 

DATE FILED: January 15, 1971 

ZONING REQUEST: C-2 MC Central Business Modified Conditional 

FIRST HEARING: May 3, 1971 

SECOND HEARING: June 21, 1971 

REZONED FROM: R-0 One-Family Residential 

CONDITIONS: (1) Maximum height of buildings 30 feet. 

(2) Uses not allowed:

(1) Automobile laundries and automatic car wash establishments 

(2) Automobile sales lots and show rooms 

(3) Automobile servicing and repairing 

(4) Boarding houses 

(5) Fabricating shops, such as sheet metal works, woodworking shops, cabinet shops and upholstery shops. 

(6) Gasoline service stations 

(7) Rooming houses 

(8) Drive-in Restaurants 

(3) A 450 foot tract reserved on east side of property for residential use only, and houses be built in accordance with the restrictive covenants of Williamsburg Subdivision. 

(4) A 25' foot natural buffer on east boundary of property reserved for residential uses. 

(5) A 30' foot maximum height on signs 

(6) No customer entrance on east side of buildings. 

(7) Developer develop Desert Drive on North of Camp Creek Parkway according to city specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services. 

(8) Restrictive covenants in effect twenty years from date signed 7/17/71.
AN ORDINANCE TO MODIFY CONDITIONS OF ZONING ASSOCIATED WITH
REZONING ADOPTED JUNE 21, 1971 FOR PROPERTY LOCATED AT 3601 NORTH
DESERT DRIVE IN THE CITY OF EAST POINT, GEORGIA

APPLICATION NO: 2014ZM-001-06
ASSOCIATED APPLICATION NO: N/A

WHEREAS, the owners of real property (the “Applicants”) have applied to the City of East Point for a modification to zoning (“the Application”) approved June 21, 1971 of certain property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”); and

WHEREAS, the modification to the zoning conditions of the Property would be consistent with the City’s current zoning designation C-2 (Central Business District), adopted Zoning Ordinance & Development Regulations and Mission 2036 Comprehensive Plan uses; and

WHEREAS, the City of East Point and the Mayor and Council have determined that different conditions of zoning are necessary for the protection and benefit of neighboring properties and the citizens of East Point, in order to ameliorate the effects of the modification; and

WHEREAS, the City of East Point, and the Mayor and Council have determined that the zoning modification of the Property would be in the best interest of the citizens of the City of East Point; and

WHEREAS, the City of East Point and the Mayor and Council have determined that the zoning modification of the property would allow for the redevelopment of a vacant property; and

WHEREAS, the Application has been reviewed and is in compliance with the City of East Point Code of Ordinances and Mission 2036 Comprehensive Plan; and
WHEREAS, the Application is in accordance with the zoning procedures set forth in Part 10, Chapter 2, Article I, Section 10-2192, et seq. of the East Point Code of Ordinances governing such procedures for modifications to zoning conditions.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF EAST POINT, GEORGIA AS FOLLOWS:

Section 1. The following conditions of zoning adopted June 21, 1971 are deleted:

1. Maximum building height of 30-feet

2a. Automobile laundries and automatic car wash establishments prohibited

2c. Automobile servicing and repairing prohibited

2h. Drive-in restaurants prohibited

3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision

4. 25-feet of natural buffer on east boundary of property reserved for residential uses

5. Maximum sign height of 30-feet

6. No customer entrance on east side of buildings

7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services

8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971

Section 2. The Property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”) is modified with conditions for the purpose of constructing a Cactus Car Wash and two (2) additional retail structures as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact

   a. Automobile sales lots and show rooms

   b. Boarding houses
c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops

d. Gasoline service stations

e. Rooming houses

2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure

3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit

4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance

5. Underground utilities shall be installed through-out the development

6. Outside storage of vehicles and/or trailers is prohibited

7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited

8. Outside merchandise sales, storage and display are prohibited

9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco

10. Existing berm fronting Camp Creek Parkway shall remain and be planted with evergreen vegetation and shrubbery selected from the list provided in Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance

11. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance

12. Inter-parcel access shall be required between the three (3) proposed retail sites

13. All rooftop accessory structures shall be screened by a parapet wall

14. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure

15. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites

16. Exterior roll down security screens and burglar bars are prohibited

17. Sign package for entire development shall be submitted for review and approval

18. Landscape plan for the entire development shall be submitted and approved prior to issuance of land disturbance permit

19. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East
Section 3. This ORDINANCE shall be codified in a manner consistent with the laws of the State of Georgia and the City of East Point.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all Sections, paragraphs, sentences, clauses and phrases of this ORDINANCE are or were, their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this ORDINANCE, is severable from every other section, paragraph, sentence, clause or phrase of the ORDINANCE. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this ORDINANCE is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ORDINANCE.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this ORDINANCE shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the ORDINANCE and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the ORDINANCE shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. ALL ORDINANCES and parts of ORDINANCES in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of Part 1 of the Code of Ordinances, City of East Point, Georgia at the time of the effective date of this ORDINANCE shall be and are hereby made applicable to this ORDINANCE and shall remain in full force and effect.
Section 7. The effective date of this ORDINANCE shall be the date of adoption unless otherwise specified herein.

Public Hearing Held: ________________________________

First Reading: ________________________________

APPROVED this _________ day of _______________ 2014.

_________________________________
Jannquell Peters, Mayor

APPROVED AS TO FORM: ATTEST:

_________________________________
Brad Bowman, Acting City Attorney

S. Diane White, City Clerk

Packet Pg. 77
SURVEYOR'S LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND Lying and Being in LAND LOTS 225 & 226 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/O/W Varies) NORTH 53 DEGREES 34 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 278.03 FEET TO A 1/2" REBAR;

THENCE, NORTH 68 DEGREES 08 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 97.51 FEET TO A 1/2" REBAR;

THENCE, SOUTH 60 DEGREES 24 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 28.35 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 211.75 FEET TO A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/O/W Varies) AND THE EASTERN RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/O/W Varies);

THENCE, ALONG THE EASTERN RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/O/W Varies) NORTH 39 DEGREES 51 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 91.39 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 11 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 151.02 FEET TO A 1/2" REBAR;

THENCE, NORTH 18 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 94.08 FEET TO A 1/2" REBAR;

THENCE, LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 120.58 FEET TO A 1/2" REBAR;

THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 72.97 FEET TO A 1/2" REBAR;

THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 232.31 FEET TO A 1/2" REBAR;

THENCE, SOUTH 18 DEGREES 00 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 17.88 FEET TO A 1/2" REBAR;

THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 74.18 FEET TO A 1/2" REBAR, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 61 DEGREES 35 MINUTES 37 SECONDS EAST AND A DISTANCE OF 87.58 FEET WITH A RADIUS OF 50.00 FEET;

THENCE NORTH 75 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A 1/2" REBAR Lying on the WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);

THENCE, ALONG SAID RIGHT-OF-WAY LINE SOUTH 13 DEGREES 41 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 484.91 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.88 ACRES MORE OR LESS.
### PROPOSED ACTION:
Request approval to modify zoning conditions adopted June 21, 1971

### PROPOSED USE:
Commercial

### CURRENT ZONING:
C-2c (Central Business District w/conditions)

### FUTURE DEVELOPMENT MAP:
Regional Center

### LOCATION:
3601 N Desert Drive

### WARD:
D

### PARCEL ID#:
14-0225-LL-172-8

### COUNTY APPRAISAL VALUE:
$900,000 (county market value)

### OWNER:
Smith Auto Spa, LLC

### APPLICANT:
Wilson Brock & Irby, LLC

### APPLICANT’S INTENT:
The applicant requests approval to modify zoning conditions adopted June 21, 1971.
SITE PLAN ANALYSIS:

The Department of Planning & Community Development offers the following considerations. Analysis is based on existing conditions, current zoning, the Mission 2036 Comprehensive Plan & Future Development Map and adopted Zoning Ordinance & Development Regulations.

NEARBY/ADJACENT PROPERTIES:

North: Redwine Road
Zoning: C-2c (Central Business District)
C-L (Commercial Limited)
FDM: Growing Residential & Regional Center

South: Camp Creek Parkway
Zoning: C-2c (Central Business District)
FDM: Regional Center

East: Young Drive
Zoning: R-L (Residential Limited)
FDM: Suburban Residential

West: Interstate 285 (I-285)
Zoning: C-2c (Central Business District)
FDM: Regional Center

CURRENT ZONING: C-2c (Central Business District)

PROPERTY ACREAGE: 3.880004 acres

EXISTING BLDG SQ FT: 9,860 Sq. ft.

PROPOSED STREETS: Existing Street

LAND LOT(S): 225

LOT DIMENSIONS: 73’ x 151.33’ x 91.5’ x 211.8’ x 219.5’ x 510’
SITE PLAN MAP:
The site is approximately 3.88 acres and has an existing building approximately 10,000sf. It is the former site of the Cracker Barrel Restaurant and Scores Restaurant and is currently vacant. Smith Auto Spa, LLC proposes to redevelop the site with three (3) commercial facilities. The first facility proposed is a Cactus Carwash.

CURRENT CONDITIONS OF ZONING:
Variance approved by the Planning & Zoning Commission in 2004 to allow a freestanding sign 100-feet in height with a maximum sign area of 356sf.

Rezoning approved by City Council June 21, 1971 from R-O (One-Family Residential) to C-2 MC (Central Business Modified Conditional). This site is Tract 1 of a larger development plan; Land Lots 225, 226 and 255.

1. Maximum building height of 30-feet
2. Prohibited uses
   a. Automobile laundries and automatic car wash establishments
   b. Automobile sales lots and show rooms
   c. Automobile servicing and repairing
   d. Boarding houses
   e. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   f. Gasoline service stations
   g. Rooming houses
   h. Drive-in restaurants
3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
4. 25-feet of natural buffer on east boundary of property reserved for residential uses
5. Maximum sign height of 30-feet
6. No customer entrance on east side of buildings
7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services
8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971
Application No. 2014ZM-001-06

APPLICANT REQUEST:

Applicant is requesting to modify the conditions of zoning adopted June 21, 1971 by deleting the following conditions. An explanation of each request is found in the applicant’s Letter of Intent.

1. Maximum building height of 30-feet
   2a. Automobile laundries and automatic car wash establishments prohibited
   2c. Automobile servicing and repairing prohibited
   2h. Drive-in restaurants prohibited
2. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
3. 25-feet of natural buffer on east boundary of property reserved for residential uses
4. Maximum sign height of 30-feet
5. No customer entrance on east side of buildings
6. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services.
7. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971
STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the applicant’s request to delete conditions of zoning: 1, 2a, 2c, 2h, 3, 4, 5, 6, 7 and 8 adopted by City Council June 21, 1971 to support the construction of a Cactus Car Wash and two (2) additional commercial retail structures. The conditions of zoning are modified as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
   c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops
   d. Gasoline service stations
   e. Rooming houses
2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure.
3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit.
4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance.
5. Underground utilities shall be installed through-out the development.
6. Outside storage of vehicles and/or trailers is prohibited for entire development.
7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited.
8. Outside merchandise sales, storage and display are prohibited.
9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco.
10. Existing berm fronting Camp Creek Parkway shall remain and be planted with evergreen vegetation and shrubbery selected from the list provided in Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance.
11. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City’s Tree Protection and Landscaping Ordinance
12. Inter-parcel access shall be required between the three (3) proposed retail sites.
13. All rooftop accessory structures shall be screened by a parapet wall.
14. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure.
15. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites.
16. Exterior roll down security screens and burglar bars are prohibited.
17. Sign package for entire development shall be submitted for review and approval.
18. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East Point Code of Ordinances.
19. Landscape plan shall be submitted and approved prior to issuance of LDP.
AN ORDINANCE TO MODIFY CONDITIONS OF ZONING ASSOCIATED WITH REZONING ADOPTED JUNE 21, 1971 FOR PROPERTY LOCATED AT 3601 NORTH DESERT DRIVE IN THE CITY OF EAST POINT, GEORGIA

APPLICATION NO: 2014ZM-001-06
ASSOCIATED APPLICATION NO: N/A

WHEREAS, the owners of real property (the “Applicants”) have applied to the City of East Point for a modification to zoning (“the Application”) approved June 21, 1971 of certain property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”); and

WHEREAS, the modification to the zoning conditions of the Property would be consistent with the City’s current zoning designation C-2 (Central Business District), adopted Zoning Ordinance & Development Regulations and Mission 2036 Comprehensive Plan uses; and

WHEREAS, the City of East Point and the Mayor and Council have determined that different conditions of zoning are necessary for the protection and benefit of neighboring properties and the citizens of East Point, in order to ameliorate the effects of the modification; and

WHEREAS, the City of East Point, and the Mayor and Council have determined that the zoning modification of the Property would be in the best interest of the citizens of the City of East Point; and

WHEREAS, the City of East Point and the Mayor and Council have determined that the zoning modification of the property would allow for the redevelopment of a vacant property; and

WHEREAS, the Application has been reviewed and is in compliance with the City of East Point Code of Ordinances and Mission 2036 Comprehensive Plan; and
WHEREAS, the Application is in accordance with the zoning procedures set forth in Part 10, Chapter 2, Article I, Section 10-2192, et seq. of the East Point Code of Ordinances governing such procedures for modifications to zoning conditions.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF EAST POINT, GEORGIA AS FOLLOWS:

Section 1. The following conditions of zoning adopted June 21, 1971 are deleted:

1. Maximum building height of 30-feet
2a. Automobile laundries and automatic car wash establishments prohibited
2c. Automobile servicing and repairing prohibited
2h. Drive-in restaurants prohibited
3. Reserve 450-feet of tract on east side of property for residential use only. Houses be built in accordance with the restrictive covenants of Williamsburg Subdivision
4. 25-feet of natural buffer on east boundary of property reserved for residential uses
5. Maximum sign height of 30-feet
6. No customer entrance on east side of buildings
7. Developer develop Desert Drive north of Camp Creek Parkway according to City specifications and deed all necessary rights-of-way for streets, water, sewer and electrical services
8. Restrictive covenants in effect twenty (20) years from date signed July 17, 1971

Section 2. The Property located at 3601 North Desert Drive, parcel ID number 14-0225-LL-172-8, in East Point, Georgia, consisting of 3.88 acres, more or less, as more fully described and delineated in Exhibit “A” (Legal Description), and Exhibit “B” (Site Map) attached hereto (the “Property”), zoned as C-2c (Central Business District w/conditions) is modified with conditions for the purpose of constructing a Cactus Car Wash and two (2) additional retail structures as follows:

1. Prohibited uses as adopted June 21, 1971 shall remain in tact
   a. Automobile sales lots and show rooms
   b. Boarding houses
c. Fabricating shops such as sheet metal works, woodworking shops, cabinet shops and upholstery shops

d. Gasoline service stations

e. Rooming houses

2. Automobile servicing and repair shall be limited to car wash and oil changes only and must be conducted inside the bay areas of the structure

3. Preliminary Plat reflecting the three (3) retail sites shall be approved prior to issuance of Land Disturbance Permit if the applicant decides to subdivide the parcel

4. Maximum building heights shall not exceed 40-feet in accordance with regulations specified in Section 10-2073 of the East Point Zoning Ordinance

5. Underground utilities shall be installed through-out the development

6. Outside storage of vehicles and/or trailers is prohibited

7. Overnight parking of recreational, tractor trailer trucks, personal and similar vehicles is prohibited

8. Outside merchandise sales, storage and display are prohibited

9. Buildings shall be constructed of combinations of glass, brick, stone and cementitious stucco

10. Site entryway at North Desert Drive shall be landscaped with evergreen vegetation and shrubbery in accordance with Part 10, Chapter 6 of the City's Tree Protection and Landscaping Ordinance

11. Inter-parcel access shall be required between the three (3) proposed retail sites

12. All rooftop accessory structures shall be screened by a parapet wall

13. Refuse units must be placed to the side or rear of each structure and must be screened from the public right-of-way with material compatible to the principal structure

14. Pedestrian walkways with decorative hardscape and landscape materials shall be constructed to connect all three (3) retail sites

15. Exterior roll down security screens and burglar bars are prohibited

16. Sign package for entire development shall be submitted for review and approval

17. Landscape plan for the entire development shall be submitted and approved prior to issuance of land disturbance permit

18. Unless otherwise expressly conditioned herein or varied pursuant to an approved variance application, all elements of this development shall comply with all other requirements of the East Point Code of Ordinances.
Section 3. This ORDINANCE shall be codified in a manner consistent with the laws of the State of Georgia and the City of East Point.

Section 4. (a) It is hereby declared to be the intention of the Mayor and Council that all Sections, paragraphs, sentences, clauses and phrases of this ORDINANCE are or were, their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this ORDINANCE, is severable from every other section, paragraph, sentence, clause or phrase of the ORDINANCE. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this ORDINANCE is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ORDINANCE.

(c) In the event that any phrase, clause, sentence, paragraph, or section of this ORDINANCE shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionally or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the ORDINANCE and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the ORDINANCE shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5. ALL ORDINANCES and parts of ORDINANCES in conflict herewith are hereby expressly repealed.

Section 6. Penalties in effect for violations of Part 1 of the Code of Ordinances, City of East Point, Georgia at the time of the effective date of this ORDINANCE shall be and are hereby made applicable to this ORDINANCE and shall remain in full force and effect.

Section 7. The effective date of this ORDINANCE shall be the date of adoption unless otherwise specified herein.
Public Hearing Held: ____________________________

First Reading: ____________________________

APPROVED this _________ day of _______________ 2014.

_________________________________
Jannquell Peters, Mayor

APPROVED AS TO FORM: ATTEST:

_________________________________
Brad Bowman, Acting City Attorney S. Diane White, City Clerk
EXHIBIT "A"

SURVEYOR'S LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 225 & 226 OF THE 14TH DISTRICT OF FULTON COUNTY, GEORGIA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W Varies) AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);
THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W Varies) NORTH 53 DEGREES 34 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 278.03 FEET TO A 1/2" REBAR;
THENCE, NORTH 68 DEGREES 08 MINUTES 32 SECONDS WEST FOR A DISTANCE OF 97.51 FEET TO A 1/2" REBAR;
THENCE, SOUTH 00 DEGREES 24 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 26.35 FEET TO A CONCRETE MONUMENT;
THENCE, NORTH 64 DEGREES 18 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 211.75 FEET TO A CONCRETE MONUMENT MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF CAMP CREEK PARKWAY (R/W Varies) AND THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/W Varies);
THENCE, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 285 (R/W Varies) NORTH 39 DEGREES 51 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 91.39 FEET TO A CONCRETE MONUMENT;
THENCE, NORTH 11 DEGREES 16 MINUTES 22 SECONDS WEST FOR A DISTANCE OF 151.02 FEET TO A 1/2" REBAR;
THENCE, NORTH 18 DEGREES 14 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 94.08 FEET TO A 1/2" REBAR;
THENCE, LEAVING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 120.58 FEET TO A 1/2" REBAR;
THENCE, SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 72.97 FEET TO A 1/2" REBAR;
THENCE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 232.31 FEET TO A 1/2" REBAR;
THENCE, SOUTH 10 DEGREES 05 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 17.88 FEET TO A 1/2" REBAR;
THENCE, ALONG A CURVE TO THE LEFT AN ARC DISTANCE OF 74.18 FEET TO A 1/2" REBAR, SAID CURVE BEING SUBTENDED BY A CHORD WITH A BEARING OF SOUTH 61 DEGREES 35 MINUTES 37 SECONDS EAST AND A DISTANCE OF 67.58 FEET WITH A RADIUS OF 50.00 FEET;
THENCE, NORTH 75 DEGREES 54 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 100.05 FEET TO A 1/2" REBAR LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF NORTH DESERT DRIVE (70' R/W);
THENCE, ALONG SAID RIGHT-OF-WAY LINE SOUTH 13 DEGREES 41 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 484.91 FEET TO A 1/2" REBAR AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 3.88 ACRES MORE OR LESS.
SUBJECT: Discussion and Possible Actions on RFP/RFQ Action on the Recycling Contract

DATE SUBMITTED: 07/21/2014    DATE WORK SESSION:    DATE COUNCIL MEETING:

City Council ACTION REQUEST ON:

Discussion and possible actions on RFP/RFQ Action on the Recycling Contract.
SUBJECT: Discussion and Possible Action on Power Cost Adjustment

City Council ACTION REQUEST ON:

Councilmember Martin would like to have discussion and possible action on the Power Cost Adjustment.