



Small town. Big difference.

City of Lilburn
76 Main Street
Lilburn, GA 30047

City Council
Meeting Agenda

Auditorium
Monday, May 9, 2016
7:30 p.m.

Council
Johnny Crist, Mayor
Brian Burchik, Post 1
Scott Batterton, Post 2
Eddie Price, Post 3
Tim Dunn, Post 4

As set forth in the Americans with Disabilities Act of 1990, the City of Lilburn does not discriminate on the basis of disability in the admission or access to, or treatment or employment in its programs or activities. Doug Stacks, 76 Main Street, Lilburn, GA 30047 has been designated to coordinate compliance with the non-discrimination requirements contained in section 13.107 of the Department of Justice regulations, information concerning the provisions of the Americans with Disabilities Act, and the rights provided thereunder, are available from the ADA coordinator.

The City of Lilburn will assist citizens with special needs given proper notice (seven working days). Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Lilburn should be directed to Doug Stacks, 76 Main Street, Lilburn, GA 30047, telephone number 770-921-2210.

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE TO THE FLAG**
- IV. APPROVAL OF AGENDA**
- V. ANNOUNCEMENTS**
- VI. CEREMONIAL MATTER**
 - The City of Lilburn presents the Police Memorial Week Proclamation.
- VII. PUBLIC COMMENT – NONE**
- VIII. APPROVAL OF MINUTES**
 - Consideration of the City Council Regular meeting minutes from April 11, 2016.
- IX. PUBLIC HEARING**
 - 1. RZ-2016-01 RONNY KITTLE – 255 ARCADO ROAD – REZONING FROM CB, COMMERCIAL BUSINESS TO R-2, MEDIUM DENSITY RESIDENTIAL FOR TOWNHOME SUBDIVISION – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT**

APPLICANT'S INTENT

The applicant intends to “down zone” the property to develop a residential subdivision with 26 fee simple (for sale) townhomes. The homes proposed are 2+ stories with garage space and minimum 2,000 square feet per unit. Access will be provided with a single driveway on Arcado Road to align with Jackson Place and rear alley access to the units fronting Arcado Road. See applicant's letter of intent.

ZONING HISTORY

The subject property was zoned by the city as CB-Commercial Business in 2011 but has never developed commercially. The site is vacant and partially wooded except a small foundation slab and entrance driveway. The current owner proposed a religious facility but no building was ever constructed.

ANALYSIS OF REZONING REQUEST

Existing properties on Arcado Road have a mix of uses, including residential, industrial and commercial uses, as well as individual single family residences zoned for commercial use. A few other interested parties have examined the possibility of light industrial warehouse uses and even a welding shop on this site, but the significant area of 100 yr. floodplain (approximately 4 acres) diminishes site depth and buildable area, making it challenging for commercial or industrial scale buildings. The subject property is not currently within an Overlay district however, the Future Land Use Map designates this and other properties along Arcado Road for Mixed Use Redevelopment. The proposed zoning from potentially more intense commercial use to a medium density residential use accomplishes the goals of both the City's 2030 Comprehensive Plan and Future Development/Land Use Map by providing land areas devoted to moderate density uses within close proximity to the U.S. 29 Corridor Overlay.

The proposed 26 unit townhome development (at less than 4.5 units per acre) meets the criteria for R-2 zoning and provides the potential for a walkable community where residences are located in close proximity to services and retail. Sidewalks and connectivity will be provided via sidewalks on the east side of Arcado Road being

installed by Gwinnett County and sidewalks on the west side of Arcado are planned via a City CBDG grant. The layout of development as proposed complies with development regulations, preserving open space areas within the natural floodplain and supplementing with additional landscaping.

Required public notice resulted in no opposition. Lilburn Police and Public Works anticipate no adverse impacts. The Planning Commission met on April 28 and recommended unanimous approval.

Staff recommends a motion to approve Ordinance No. 2016-501.

Attachment: *Application, Staff Analysis, Planning Commission Minutes, Ordinance #2016-501*

X. AGENDA

2. APPEAL OF ARB SUPERVISED ACTION PLAN – CITY ATTORNEY/CITY MANAGER

The Alcohol Review Board met on April 18th concerning the sale of alcohol to a minor at Agraffe LLC (d/b/a Highway 29 Liquor) located at 4132 Lawrenceville Highway. A hearing was held with a Supervised Action Plan rendered by the ARB. As a result of the afore-mentioned, Agraffe filed an appeal to be heard by the Mayor and Council.

No staff recommendation. Mayor and Council to hear appeal and render a decision.

Attachment: *Supervised Action Plan*

3. ZONING ORDINANCE TEXT & MAP AMENDMENTS – DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

The department's annual review of the 2011 Lilburn Zoning Ordinance was tabled at the April 28 Planning Commission meeting. They are scheduled to take action on this item at their May 26th meeting.

Staff recommends a motion to table this agenda until the June 12, 2016, Council meeting.

Attachment: *None*

4. LILBURN COMMUNITY GARDEN – LEASE RENEWAL – CITY MANAGER

The Lilburn Community Garden initially entered into a 3 year lease with the City of Lilburn beginning in 2013. Per the agreement, the lease is set for consideration and renewal.

Staff recommends a motion to approve lease renewal between the City of Lilburn and the Lilburn Community Garden. Further, authorize Mayor to execute lease documents on behalf of the City of Lilburn.

Attachment: *2013 Lilburn Community Garden Lease Agreement, Proposed lease agreement*

XI. ADJOURNMENT

CITY OF LILBURN

ITEM 1

PUBLIC HEARING

Date:	April 29, 2016	To:	Mayor and Council
From:	Doug Stacks	Department:	Planning & Econ Dev't
Work Session Date:	May 9, 2016	Presenter:	Doug Stacks
Agenda Title:	RZ-2016-01 Ronny Kittle – 255 Arcado Road Rezoning from CB, Commercial Business to R-2, Medium Density Residential for Townhome Subdivision		
Audio/Visual Req'ts:	n/a	Meeting Date:	May 9, 2016

Agenda Item (Background/History/Details):

APPLICANT'S INTENT

The applicant intends to "down zone" the property to develop a residential subdivision with 26 fee simple (for sale) townhomes. The homes proposed are 2+ stories with garage space and minimum 2,000 square feet per unit. Access will be provided with a single driveway on Arcado Road to align with Jackson Place and rear alley access to the units fronting Arcado Road. See applicant's letter of intent.

ZONING HISTORY

The subject property was zoned by the city as CB-Commercial Business in 2011 but has never developed commercially. The site is vacant and partially wooded except a small foundation slab and entrance driveway. The current owner proposed a religious facility but no building was ever constructed.

ANALYSIS OF REZONING REQUEST

Existing properties on Arcado Road have a mix of uses, including residential, industrial and commercial uses, as well as individual single family residences zoned for commercial use. A few other interested parties have examined the possibility of light industrial warehouse uses and even a welding shop on this site, but the significant area of 100 yr. floodplain (approximately 4 acres) diminishes site depth and buildable area, making it challenging for commercial or industrial scale buildings. The subject property is not currently within an Overlay district however, the Future Land Use Map designates this and other properties along Arcado Road for Mixed Use Redevelopment. The proposed zoning from potentially more intense commercial use to a medium density residential use accomplishes the goals of both the City's 2030 Comprehensive Plan and Future Development/Land Use Map by providing land areas devoted to moderate density uses within close proximity to the U.S. 29 Corridor Overlay.

The proposed 26 unit townhome development (at less than 4.5 units per acre) meets the criteria for R-2 zoning and provides the potential for a walkable community where residences are located in close proximity to services and retail. Sidewalks and connectivity will be provided via sidewalks on the east side of Arcado Road being installed by Gwinnett County and sidewalks on the west side of Arcado are planned via a City CBDG grant. The layout of development as proposed complies with development regulations, preserving open space areas within the natural floodplain and supplementing with additional landscaping.

Required public notice resulted in no opposition. Lilburn Police and Public Works anticipate

no adverse impacts. The Planning Commission met on April 28 and recommended unanimous approval.

Staff Recommendation:

By unanimous vote, the Planning Commission recommended approval as submitted.

Therefore, Staff recommends **a motion to approve Ordinance No. 2016-501.**

Department Head Approval:

Mayor's Signature Required:

YES

NO

List Attachments:

1. Application
2. Staff Analysis
3. Planning Commission minutes
4. Adoption Ordinance 2016-501



City of Lilburn

in Gwinnett County

State of Georgia

Ordinance

Number:

2016-501

Date of Reading and Adoption: February 8, 2016
At the meeting of the Lilburn City Council held at 76 Main Street, Lilburn, Georgia.

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LILBURN, GEORGIA, WITH
RESPECT TO A ZONING UPDATE OF OFFICIAL ZONING MAP
RZ-2016-01**

An ordinance to amend the Official Zoning Map of the City of Lilburn approving **Rezoning Case Number RZ-2016-01 from CB, Commercial Business to R-2, Medium Density Residential**, for the purpose of developing a townhome subdivision on property located at 255 Arcado Road; District 6, Land Lot 133, Parcel 011; containing 5.85± acres.

WHEREAS, the Code of the City of Lilburn entitled the Lilburn Zoning Ordinance provides that the text thereof may be amended from time to time by ordinance of the City of Lilburn; and

WHEREAS, the Applicant, Ronny Kittle, has applied for a Rezoning; and

WHEREAS, the City of Lilburn Planning Commission met on April 28, 2016, and recommended approval to the Mayor and City Council for action;

NOW THEREFORE BE IT ORDAINED that the Mayor and City Council of the City of Lilburn, Georgia hereby approves the Rezoning as submitted by the Applicant.

BE IT FURTHER ORDAINED that this ordinance becomes effective upon its adoption.

BE IT FURTHER ORDAINED that all regulations or parts of regulations in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

SO ORDAINED this the 9th day of May, 2016.

Johnny D. Crist, Mayor
City of Lilburn

ATTEST:

Melissa L. Penate, City Clerk



Rezoning Application

An application to amend the official zoning map of the City of Lilburn, Georgia

CASE NUMBER: RZ- 2016-01

Date Received: 3/24/16

Please type or print using BLACK ink

Applicant:	Ronny Kittle	Property Owner:	St. Thomas Orthodox Church
Address:	412 Seagraves Drive	Address:	5720 Lilburn Stone Mountain Road
City, State & Zip:	Athens, GA 30605	City, State & Zip:	Stone Mountain, GA 30087
Contact Person:	Ronny Kittle	Owner Contact:	George Daniel Sajimon George
Business Phone:	706-549-6363	Business Phone:	
Email:	ronnykittle@yahoo.com	Email:	
Cell Phone:	706-540-9696	Cell Phone:	

APPLICANT IS THE Owner's Agent Property Owner Contract Purchaser

PROPERTY ADDRESS: 255 Arcado Road

LAND DISTRICT: 6 LAND LOT(S): 133 PARCEL(S): 011 ACREAGE: 5.85

CURRENT ZONING: CB, Commercial Business PROPOSED ZONING DISTRICT(S): R-2, Medium Density Residential

PROPOSED DEVELOPMENT: Townhome subdivision

RESIDENTIAL DEVELOPMENT	NON-RESIDENTIAL DEVELOPMENT
Number of Lots/Dwelling Units <u>26</u>	Number of Buildings/Lots:
Dwelling Unit Size (sq.ft.): <u>2000</u>	Total Gross Square Feet:

Has Applicant filed or intend to file, any other variance, rezoning or waiver applications? YES NO If YES, describe: _____

Please attach all REQUIRED documents. Refer to Rezoning, SUP and CIC Instructions for deadlines, fees and hearing schedule.

- STANDARDS GOVERNING EXERCISE OF THE ZONING POWER (attached)
- CONFLICT OF INTEREST CERTIFICATION/CAMPAIGN CONTRIBUTIONS (attached)
- APPLICANT/PROPERTY OWNER NOTARIZED CERTIFICATIONS (attached)
- TYPED LEGAL DESCRIPTION OF PROPERTY
- TYPED LETTER OF INTENT
- SITE PLAN/ BOUNDARY SURVEY – 1 full size (to scale) copy and 5 reductions (8.5" x 11") or electronic file
- LIST OF ADJOINING PROPERTY OWNERS – names and mailing addresses

**City of Lilburn Planning and Economic Development Department (770) 279-3710 • Fax (770) 921-9822
98 First Ave. • Lilburn, Georgia 30047 • www.CityofLilburn.com**

See Attached Responses

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

Pursuant to Section 1702 of the 1985 Zoning Resolution, the Mayor and Council of the City of Lilburn find that the following standards are relevant in balancing interest in promoting the public health, safety, unrestricted use of property and shall govern the exercise of the zoning power.

- (A) Whether a proposed rezoning (or Special Use Permit) will permit a use that is suitable in view of the use and development of adjacent and nearby property:

- (B) Whether a proposed rezoning (or Special Use Permit) will adversely affect the existing use or usability of adjacent or nearby property:

- (C) Whether the property to be affected by a proposed rezoning (or Special Use Permit) has a reasonable economic use as currently zoned:

- (D) Whether the proposed rezoning (or Special Use Permit) will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:

- (E) Whether the proposed rezoning (or Special Use Permit) is in conformity with the policy and intent of the Land Use Plan:

- (F) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the proposed rezoning (or Special Use Permit):

STANDARDS GOVERNING ZONING POWER

- A. Along this stretch of Arcado Road, there is a mix of uses. From single-family to multifamily to industrial, all uses are in existence. The proposed use as a townhome development will provide a use that is suitable to the area, is viable, and will be an asset to the city.
- B. The proposed use will not adversely affect adjacent or nearby properties and uses.
- C. The property has been marketed for commercial uses for many years with no success. Lack of interest shows questionable economic use as zoned.
- D. No excessive or burdensome uses will result.
- E. The proposed use is in conformity with the intent of the land use plan.
- F. Increased demand for varied housing types warrant approval of the rezoning.

SECTION 36-37A-4: PENALTIES

Any local government official knowingly failing to make a disclosure required by Code Section 36-85-2 shall be guilty of a misdemeanor. Any applicant for rezoning action knowingly failing to make any disclosures as required by Code Section 36-83-3 shall be guilty of a misdemeanor. (Code 1981, Section 36-67A-4, enacted by Ga. L. 1986, p. 1269, Sec. 1.)

CONFLICT OF INTEREST CERTIFICATION FOR REZONINGS

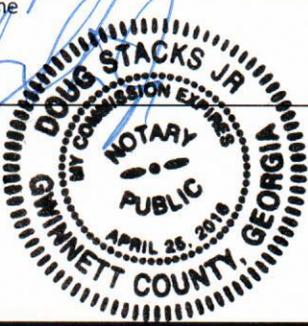
The undersigned below, making application for rezoning, has complied with the Official Code of Georgia, Section 36-67A-1, et. seq, Conflict of Interest in Zoning Actions, and has submitted or attached the required information on the forms provided.

Lonny Little _____ Date 3/24/16
Signature of Applicant/Applicant's Attorney or Representative

Bonny Little _____ Title _____
Type or Print Name

[Signature] _____ Date 3/24/16
Notary Public

(Seal)



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND/OR GIFTS

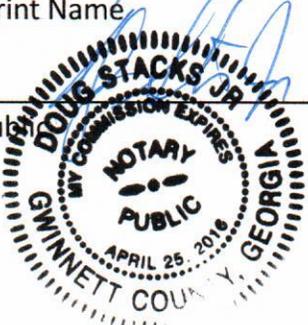
Have you, within the two years immediately preceding the filing of this application, made campaign contributions or gifts of an aggregate value that is \$250.00 or more to the Mayor and Council Members or a member of the Lilburn Planning Commission? YES NO. If the answer is YES, please complete the following section:

NAME OF OFFICIAL	CONTRIBUTION/GIFT	DESCRIPTION	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional sheets if necessary to disclose or describe all contributions and gifts.

APPLICANT CERTIFICATION

The undersigned below is authorized to make this application and is aware that no application or reapplication affecting the same property shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

Bonny Kittle
Signature of Applicant
3/24/16
Date
Bonny Kittle
Type or Print Name
[Signature]
Title
3/24/16
Date
[Signature]
Notary Public
(Seal) 

PROPERTY OWNER CERTIFICATION

The undersigned below, or as attached, is the record owner of the property considered in this application and is aware that if an application is denied by the Mayor and Council, no application or reapplication affecting the same land shall be acted upon within twelve (12) months from the date of last action by the Mayor and Council, unless waived by the Mayor and Council. In no case shall an application or reapplication be acted upon in less than six (6) months from the date of last action by the Mayor and Council. Further, no application may be withdrawn once advertised and must receive final action by the Mayor and Council.

George Daniel Satimon George
Signature of Owner
2-15-16
Date
REV. GEORGE DANIEL SATIMON GEORGE
Type or Print Name
PRESIDENT / TRUSTEE
Title
[Signature]
Notary Public
Date
2-15-16
Tiby Kunjunju
My Commission expires 10-31-2019
(Seal) 

ADMINISTRATIVE USE ONLY

CASE NUMBER: RZ 2016-01 DATE COMPLETE: 3/25/16 RECEIVED BY: [Signature]
APPLICATION FEE: 1,250.00 PAID BY/RECEIPT#: ck.#1001 HEARING DATES: PC 4/28/16 CC 5/9/16

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 133 of the 6th Land District, City of Lilburn, Gwinnett County, GA, being further described as follows:

To find the TRUE POINT OF BEGINNING begin at the intersection of the northerly right-of-way of the CSX Railroad (right-of-way varies) and the westerly right-of-way of Arcado Road (right-of-way varies); continue thence northwesterly along the westerly right-of-way of Arcado Road a distance of 1100 feet to a point said point being the TRUE POINT OF BEGINNING;

THENCE South 60 degrees 46 minutes 24 seconds West 849.48 feet to a point;

THENCE North 21 degrees 11 minutes 06 seconds West 257.27 feet to a point;

THENCE North 61 degrees 26 minutes 07 seconds East 425.53 feet to a point;

THENCE North 29 degrees 58 minutes 50 seconds West 133.00 feet to a point;

THENCE North 61 degrees 26 minutes 40 seconds East 383.40 feet to a point;

THENCE South 30 degrees 10 minutes 59 seconds East 133.00 feet to a point;

THENCE South 30 degrees 11 minutes 40 seconds East 245.37 feet to a point being the TRUE POINT OF BEGINNING, comprising 5.85 acres according to a plat for St. Thomas Orthodox Church by True Vine Engineering, Inc. dated July 5, 2007, and identified as parcel identification number R6133 011 according to Gwinnett County Tax Records.

LETTER OF INTENT

Along this stretch of Arcado Road, there is a mix of uses. From single-family to multifamily, office to commercial and industrial, all uses are in existence. The proposed use as a townhome development will provide a use that is suitable to the area, is viable, and will be an asset to the city.

Even though it is commercially zoned, the property has only been used residentially in the past. Recently a house was demolished to help improve the marketability of the property. The proposed use will not adversely affect adjacent or nearby properties and uses. The property has been marketed for commercial uses for many years with no success. Lack of interest shows questionable economic use as zoned.

Increased demand for varied housing types warrant approval of the rezoning. As far as size is concerned, the proposed townhomes will exceed the City's minimum requirements. High end architectural features will be used mixing materials in a very tasteful manner. The quaint setting and convenience of location are both plusses in the decision to locate on the property.

A similar development just across Lawrenceville Highway on Beaver Ruin has been very successful with prices starting at \$189,900 in a different school district. The proposed development will result in a development that has a value well in excess of \$5 million. We have no doubt this will be more successful.

Jackson Place

Arcado Road

378'

225'

385'

ARCADO ROAD CONCEPT PLAN

26 Units of Attached Townhomes
25' x 50' typical footprint

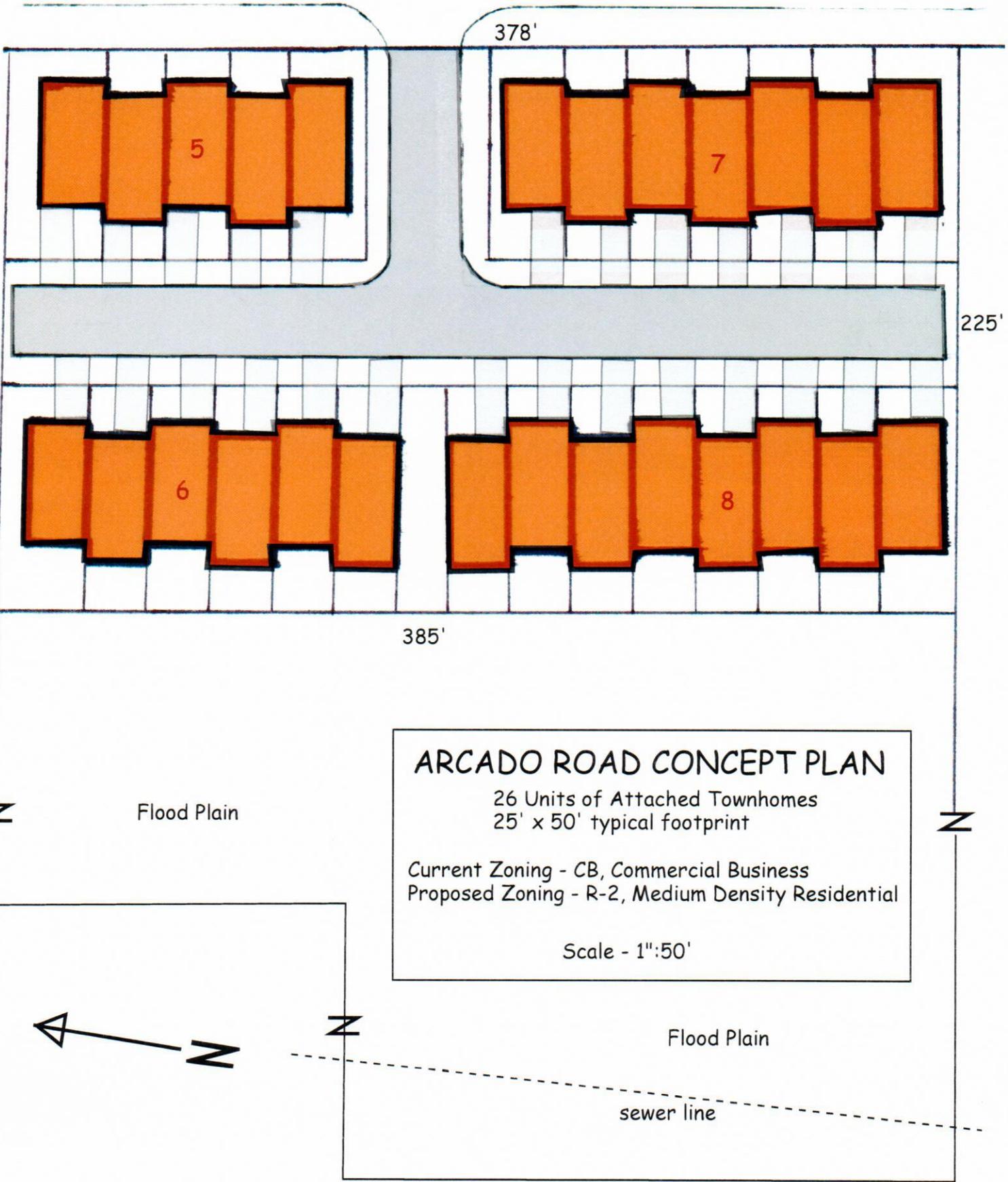
Current Zoning - CB, Commercial Business
Proposed Zoning - R-2, Medium Density Residential

Scale - 1":50'

Flood Plain

Flood Plain

sewer line



ADJOINING OWNERS

CITY OF LILBURN
76 MAIN ST NW
LILBURN, GA 30047-5020
R6133 007

LORRI JAYNE COUNTS
211 ARCADO RD NW
LILBURN, GA 30047-2812
R6133 011C

LARRY STEPHENS
473 GA HIGHWAY 22 E
GRAY, GA 31032-4319
R6133 012C

HENRY E DANIEL
PO BOX 464730
LAWRENCEVILLE, GA 30042-4730
R6133 012E

CFI WOODCLIFF LLC
303 PERIMETER CTR N
ATLANTA, GA 30346-3402
R6149 004



24' X 50' Front Two Building Facing
Arcado Road



26' x 50'

Rear Two Building

3 Story Townhome
3 Bedrooms
2.5 Bathrooms



Small town. Big difference.

**Staff Report & Recommendation
Rezoning Case RZ-2016-01
Date of Report: April 22, 2016
Report by: Joellen Wilson**

Hearing Dates:

**Planning Commission April 28, 2016
Mayor and Council May 9, 2016**

GENERAL INFORMATION

Applicant: Ronny Kittle
Owner: St. Thomas Orthodox Church
Size: 5.85+/- acres
Location: 255 Arcado Road, District 6, LL133, Parcel 011
Existing Zoning: CB Commercial Business
Proposed Zoning: R-2 Medium Density Residential
Proposed Use: Residential, Townhome Subdivision

EXISTING LAND USES & ZONING DISTRICTS

To the East: (across Arcado Rd)	Residential subdivision	O/I
To the West:	Undeveloped (City of Lilburn Open space)	R1
To the South:	Single Family Residence	CB
To the North:	1 vacant parcel, Soccer Academy	CB

ZONING HISTORY

The subject property was zoned by the city as CB-Commercial Business in 2011 but has never developed commercially. The site is vacant and partially wooded except a small foundation slab and entrance driveway. The current owner proposed a religious facility but no building was ever constructed.

APPLICANT’S INTENT

The applicant intends to “down zone” the property to develop a residential subdivision with 26 fee simple (for sale) townhomes. The homes proposed are 2+ stories with garage space and minimum 2,000 square feet per unit. Access will be provided with a single driveway on Arcado Road to align with Jackson Place and rear alley access to the units fronting Arcado Road. See applicant’s letter of intent.

ANALYSIS OF REZONING REQUEST

The subject property is not currently within an Overlay district however, the Future Land Use Map designates this and other properties along Arcado Road for Mixed Use Redevelopment. Existing properties on Arcado Road have a mix of uses, including residential, industrial and commercial uses, as well as individual single family residences zoned for commercial use. A few other interested parties have examined the possibility of light industrial warehouse uses and even a welding shop on this site, but the significant area of 100 yr. floodplain (approximately 4 acres) diminishes site depth and buildable area, making it challenging for commercial or industrial scale buildings.

The proposed zoning from potentially more intense commercial use to a medium density residential use accomplishes the goals of both the City's 2030 Comprehensive Plan and Future Development/Land Use Map. According to the Zoning Ordinance (Section 402. - R-2) Medium Density Residential district *"is intended to provide land areas devoted to moderate density uses consisting primarily of detached and attached single-family dwellings, townhomes, clustered and cottage housing types, and other creative, flexible small lot development designs, as well as existing multi-family residential. Land areas zoned R-2 are also intended to provide a transition between lower density single-family residential districts and the MU Flexible District; higher density multi-family, mixed-use, and commercial business uses within the U.S. 29 Corridor Overlay, and other non-residential areas. The R-2 district establishes a density of nine dwelling units per gross acre."*

The proposed 26 unit townhome development (at less than 4.5 units per acre) meets the criteria for R-2 zoning and provides the potential for a walkable community where residences are located in close proximity to services and retail. Sidewalks and connectivity will be provided via sidewalks on the east side of Arcado Road being installed by Gwinnett County and sidewalks on the west side of Arcado are planned via a City CBDG grant. The layout of development as proposed complies with development regulations, preserving open space areas within the natural floodplain and supplementing with additional landscaping.

Required public notice resulted in no opposition. Lilburn Police and Public Works anticipate no adverse impacts.

STANDARDS GOVERNING THE EXERCISE OF THE ZONING POWER

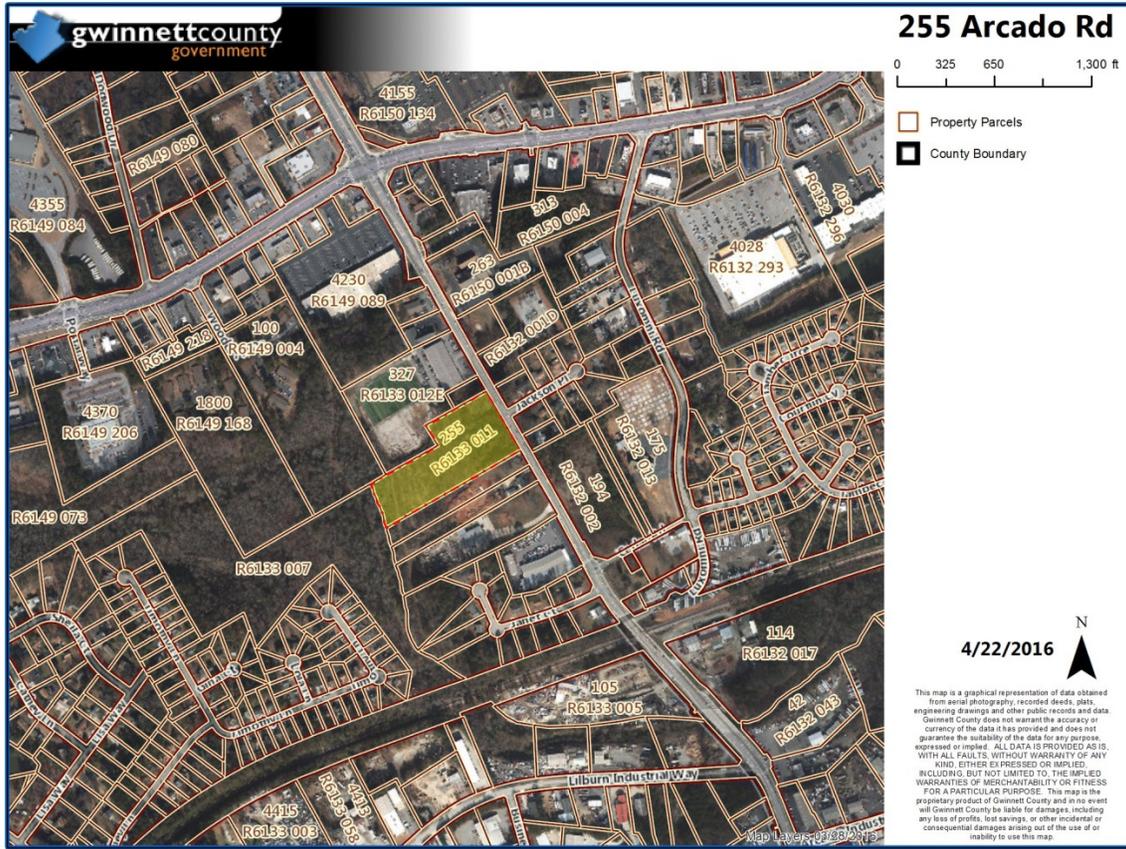
As part of the rezoning process, the Applicant; the Planning Staff, Planning Commission, and the Mayor and City Council of the City of Lilburn are to analyze the application with respect to each of the matters enumerated in **Section 1003-7. Criteria for amendments to official zoning map.** *The mayor and council of the city find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.*

The Applicant's response is attached to the application. Staff's response is in italics below:

- A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties:
The proposed use will be suitable in view of the surrounding properties.
- B. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property:
The zoning proposal should not adversely affect the use of the surrounding properties.
- C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:
The subject property may have a reasonable economic use as currently zoned; however, it has not developed commercially.
- D. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools:
The proposal is a walkable community where residences will be in close proximity to services and retail and sidewalks will provide connectivity in the near future. The proposed use will not cause a burdensome impact on existing infrastructure.
- E. Whether the rezoning proposal is in conformity with the policy and intent of the Land Use Plan:
The proposal conforms to the policy and intent of the Land Use Plan.
- F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:
Proposed walkability and consistency with the comprehensive plan support approval.

Based upon the above considerations, Staff recommends APPROVAL of the request for rezoning from CB to R-2.

Aerial Map of the Subject Area



Aerial Photo of Subject Area w/Zoning and Utilities



**CITY OF LILBURN
AGENDA ITEM 2**

Date:	05/2/2016	To:	Mayor and Council
From:	Sheila McGaughey	Department:	Finance
Work Session/Regular Meeting Date Requested:	05/09/2015	Presenter:	Angela Couch
Agenda Title:	Agraffe LLC (d/b/a Highway 29 Liquor) - Appeal of ARB hearing and Supervised Action Plan		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):

The Alcohol Review Board met on April 18th concerning the sale of alcohol to a minor at Agraffe LLC (d/b/a Highway 29 Liquor) located at 4132 Lawrenceville Highway. A hearing was held with a Supervised Action Plan rendered by the ARB. As a result of the afore-mentioned, Agraffe filed an appeal to be heard by the Mayor and Council.

Staff Recommendations:

No staff recommendation. Mayor and Council to hear appeal and render a decision.

Department Head Approval:

Mayor's Signature Required:

YES

no

List Attachments:

- Supervised Action Plan

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
n/a				



Small town. Big difference.

City Hall (770) 921-2210 • Fax (770) 921-8942
Police Department (770) 921-2211 • Fax (770) 923-6871
Court Services (770) 921-2505 • Fax (770) 921-7723
Planning (770) 279-3710 • Fax (770) 921-9822

April 19, 2016

VIA HAND DELIVERY AND EMAIL

Agraffe LLC d/b/a Highway 29 Liquor
c/o Michael Sard, Esq.
4132 Lawrenceville Highway
Lilburn, Georgia 30047
msard@sardandleff.com

Re: Violation of Alcohol Ordinance, Supervised Action Plan

Mr. Sard:

Pursuant to the City of Lilburn Alcohol Beverage Ordinance Section 6-71 (b), the Lilburn Alcohol Review Board heard from you and reviewed the matters presented at an April 18, 2016 hearing. After consideration of same, the Board finds that due to Highway 29 Liquor's violation of the Alcohol Beverage Ordinance regarding the sale of alcohol to minors, a Supervised Action Plan shall be mandated as follows:

1. Effective immediately, no further business activities shall be conducted at 4132 Lawrenceville Highway until such time as a valid business license is obtained by Agraffe LLC from the City of Lilburn by presentation of cash or money order only. No checks will be accepted by the City incident to an application for a business license submitted by Agraffe LLC.

2. The 2016 alcohol license of Highway 29 Liquor shall be suspended for five (5) consecutive days beginning April 27, 2016. During this time, Highway 29 Liquor shall not sell any alcoholic beverages.

3. The Store Manager and/or the owner of Highway 29 Liquor shall appear at all remaining 2016 regularly-scheduled Alcohol Review Board Meetings to provide the Board with status reports regarding Highway 29 Liquor's compliance with this Supervised Action Plan and the Alcohol Beverage Ordinance. The manager and/or owner of Highway 29 Liquor shall attend the meeting on May 19, 2016. Highway 29 Liquor shall be responsible for learning the dates and times of each future meeting.

3. We appreciate Highway 29 Liquor's presentation of a Corrective Action Plan. In reviewing same, the Board finds as follows:



Small town. Big difference.

City Hall (770) 921-2210 • Fax (770) 921-8942
Police Department (770) 921-2211 • Fax (770) 923-6871
Court Services (770) 921-2505 • Fax (770) 921-7723
Planning (770) 279-3710 • Fax (770) 921-9822

a. No later than May 18, 2016, Highway 29 Liquor will re-train all employees as to their responsibilities in the sale of alcohol utilizing The Training Institute for Responsible Vendors (“TIRV”). Copies of certificates issued by TIRV to evidence completion of the TIRV course shall be provided to the Board on May 19, 2016. Until December 31, 2016, any new staff members hired to work at Highway 29 Liquor shall complete the TIRV course within ten (10) days of hire. Copies of certificates issued by TIRV to evidence a new-hire’s completion of the initial training shall be provided to the City Clerk no later than five (5) days after completion.

b. Highway 29 Liquor shall impose a new, written policy on all employees that they must require identification from all customers who wish to purchase alcoholic beverages, regardless of age. Said policy shall go into effect immediately and shall remain in effect until December 31, 2016. We would encourage Highway 29 Liquor to keep this policy in place indefinitely.

c. No later than April 22, 2016, Highway 29 Liquor shall post signs at its business that are visible to the public notifying the public of the policy contained in Paragraph 3b. herein.

d. Beginning May 2, 2016 and ending December 31, 2016, Highway 29 Liquor shall have present at the Highway 29 Liquor store a uniformed security person seven (7) days each week, at least six (6) hours each day, without limitation or exception.

e. Beginning April 22, 2016, a printed example of an underage drivers’ license shall be prominently displayed and maintained at the point of sale of alcoholic beverages.

Highway 29 Liquor shall remain under this Supervised Action Plan until further notice from the Alcohol Review Board, but for no longer than December 31, 2016. During this time, Highway 29 Liquor is subject to targeted compliance checks by law enforcement officers. Any further incidents during the period of this Supervised Action Plan, including but not limited to, any new violations or citations, may result in further suspension or revocation of the alcohol license of Highway 29 Liquor.

The Board hereby informs you that pursuant to Section 6-71(b)(6), a review of this decision may be made by appeal to the City Council on the record only; no further evidentiary hearings shall be held before the City Council. Such appeal shall be by written petition and shall be filed in the office of the City Clerk within 15 days after this decision. In order to defray administrative costs, said written petition must be accompanied by a filing fee of \$500.00 from applicant or licensee.



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We wish Highway 29 Liquor success and hope that this Supervised Action Plan will assist in compliance with the City's Alcohol Beverage Ordinance.

Regards,

Kathy Rall, Chairman
Lilburn Alcohol Review Board

cc: Bill Johnsa, City Manager
Bruce Hedley, Chief of Police
Richard A. Carothers, City Attorney

CITY OF LILBURN
ITEM 3
PUBLIC HEARING

Date:	April 29, 2016	To:	Mayor and Council
From:	Doug Stacks	Department:	Planning & Econ Dev't
Work Session Date:	May 9, 2016	Presenter:	Doug Stacks
Agenda Title:	Zoning Ordinance Text & Map Amendments		
Audio/Visual Req'ts:	n/a	Meeting Date:	May 9, 2016

Agenda Item (Background/History/Details):
<p>The department's annual review of the 2011 Lilburn Zoning Ordinance was tabled at the April 28 Planning Commission meeting. They are scheduled to take action on this item at their May 26th meeting.</p>

Staff Recommendation:
<p>Staff recommends a motion to table this agenda item until the June 13, 2016, Council Meeting.</p>

Department Head Approval:	
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Mayor's Signature Required:	YES	NO
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List Attachments:
1.

**CITY OF LILBURN
AGENDA ITEM 4**

Date:	5/2/16	To: Mayor and Council	5/4/16
From:	Bill Johnsa	Department:	City Manager
Work Session Date Requested:	5/9/16 W/S & REG. MTG.	Presenter:	Bill Johnsa
Agenda Title:	Lilburn Community Garden – lease renewal		
Audio/Visual Requirements:	n/a	Deadline Date:	n/a

Agenda Item (Background/History/Details):
The Lilburn Community Garden initially entered into a 3 year lease with the City of Lilburn beginning in 2013. Per the agreement, the lease is set for consideration and renewal.

Staff Recommendations:
Staff recommends the following: “Motion to approve lease renewal between the City of Lilburn and the Lilburn Community Garden. Further, authorize Mayor to execute lease documents on behalf of the City of Lilburn”.

Department Head Approval:	B. Johnsa
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Mayor/Council Signature Required:	YES	NO
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List Attachments:
<ol style="list-style-type: none"> 1. 2013 Lilburn Community Garden lease agreement 2. Proposed lease agreement

Financial Information (For Financial Services Use Only)

Budgeted Yes/No	Fund Name & Code	Current Balance	Requested Allocation	City Manager's Initials
N/A				BJ

STATE OF GEORGIA

COUNTY OF GWINNETT

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2016, by and between **THE CITY OF LILBURN**, a municipal corporation of the State of Georgia, hereinafter referred to as "Lessor" and **LILBURN COMMUNITY GARDEN, INC.**, a non-profit corporation of the State of Georgia, hereinafter referred to as "Lessee."

WITNESSETH :

WHEREAS, Lessee desires to lease 16 Camp Creek Road, Lilburn, Georgia for the purposes of a community garden; and

WHEREAS, Lessor owns said property and desires to lease same to Lessee for the benefit of the Lilburn community.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises.

Lessor represents and warrants that Lessor is the owner of the tract of unimproved real estate commonly known as 16 Camp Creek Road, Lilburn, Georgia (hereinafter "the Property") and is fully authorized and empowered to enter into this Agreement.

Lessor does hereby rent and lease to the Lessee and the Lessee does hereby rent and lease from the Lessor the entirety of the Property, which is approximately 5.25 acres in size, as shown more specifically in Exhibit A, attached hereto.

This lease shall create the relationship of landlord and tenant between the parties; no estate of land shall pass out of Lessor. This Lease Agreement grants Lessee a usufruct only, not subject to levy and sale.

2. Term and Renewal.

This lease shall begin on the _____ day of _____, 2016, and ending on the day of _____, 2019. Lessor shall have the right to terminate this Agreement in writing ninety (90) days prior to the expiration of same.

3. Rental.

Lessee shall pay to Lessor an annual rent of \$10.00, with the first payment being on the first day of the lease and on the anniversary of the lease each year thereafter. Lessee hereby represents and warrants that it is fully authorized and empowered to enter into this Agreement.

4. Uses Allowed.

The Property will be used for a community garden. The garden may include raised beds, fruit trees and shrubs, water facilities, compost facilities, harvesting structures, seating and gathering areas, fencing, and educational, informational, and appropriate signage. Animals shall not be allowed on the Property.

5. Indemnity.

Lessee agrees to indemnify, defend and hold harmless Lessor against all claims, losses, liabilities, costs and expenses suffered by Lessor by reason of the construction or use of the leased area by Lessee or sub-lessees to the extent allowed by law.

All garden participants, whether they are board members, volunteers, or actual renters of plots, shall be required to sign a written release stating that said participant understands that the

City of Lilburn is not responsible for any actions of Lessee, its board members, or other garden participants and that said participant agrees to release and hold harmless the City of Lilburn for any liability, damage, loss or claim that occurs in connection with the use of said garden by said participant or any of the participant's guests.

6. Assignment.

Lessee may not assign this lease or any interest hereunder except with written permission of Lessor, except that Lessee shall be allowed to subdivide the property into garden plots which may then be rented by individual members of the public.

7. Provision of Utilities to Premises.

Lessee understands that Lessor shall not undertake to make any utilities physically available on the property. Lessee understands that it is responsible for the provisions of utilities to the property, including power and water. Lessee shall promptly and timely pay any bills necessary regarding said utilities.

8. Specific Covenants.

Lessee hereby covenants and agrees as follows:

- a. Lessee will use and occupy the Property in a careful and prudent manner and not commit any waste thereon.
- b. Lessee will keep the Property neat and in a well-kept condition at all times. The Property shall be kept free of dead vegetative materials and garbage and offensive odors. The Property shall be kept free from tools and garden implements that may be hazardous, unless it is being actively used by a garden participant.

- c. Lessee will not use or occupy the Property for any unlawful purpose and hereby agrees that it will obey all applicable ordinances and statutes of the City, County, State, and federal authorities.
- d. Lessee will not allow any fires to be set on the Property.
- e. Lessee will not construct any permanent structure on the Property and shall make no substantial alterations to the Property without prior written consent of Lessor.

9. Destruction or Damages to Premises.

If the premises are totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake, or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. Determination of whether the Premises have been rendered totally untenable shall be determined by the Lessor in its sole discretion.

Lessee agrees that all property brought onto the premises shall be at the risk of the Lessee only and that Lessor shall not be liable for theft thereof or any damage thereto occasioned from any acts of any person not party to this Agreement.

10. Default.

If Lessee is in default of any of the terms or conditions as set forth in this Lease Agreement and fails to cure same within ten (10) days of notice of such default from Lessor, Lessor is entitled to enter upon the Property and repossess same as if this Agreement had not been made, and all obligations of Lessor shall cease and terminate. Lessee shall not be entitled to any repayment of rents previously paid, and Lessor shall have the right to pursue any remedies

against Lessee as allowed by law.

11. Entire Agreement.

This Lease Agreement and the exhibit thereon contain the entire agreement of the parties, and no representations, inducements, promises or agreements, verbal or otherwise between the parties not embodied herein in writing shall be of any force or effect. This Lease Agreement supersedes any prior agreements, understandings or negotiations, written or oral. This Lease Agreement may not be modified or amended except in writing signed by both parties hereto. This Lease Agreement shall be binding upon and inure to the benefit of the Lessor and Lessee and their respective heirs, successors and assigns.

12. Severability Clause.

If any clause or provision of this Lease contract is declared illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then in said event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease contract that in lieu of each clause or provision of this Lease contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

13. Notices.

Any notice required to be given under this Lease Agreement shall be in writing and addressed and delivered to the parties as follows:

Lessee:

Lilburn Community Garden, Inc.

4155 Lawrenceville Highway, Lilburn, Georgia 30047

Lessor:

City of Lilburn, Georgia

ATTN: City Manager

76 Main Street, Lilburn, Georgia 30047

IN WITNESS WHEREOF, the parties have placed their hands and seals the date first above written.

WITNESS:

LESSEE:

LILBURN COMMUNITY GARDEN, INC.

By:

Title:_____

[Signatures continued on next page.]

WITNESS:

LESSOR:

THE CITY OF LILBURN, GEORGIA

By:

Title:_____

STATE OF GEORGIA

COUNTY OF GWINNETT

LEASE AGREEMENT

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ATTN: City Manager

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WITNESS:



Kathy Manix

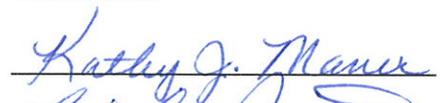
LESSEE:

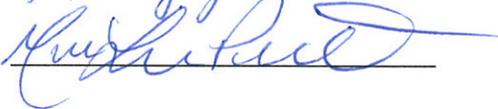
LILBURN COMMUNITY GARDEN, INC.

By:  _____

Title: Treasurer

WITNESS:





LESSOR:

THE CITY OF LILBURN, GEORGIA

By:  _____

Title: MAYOR PRO-TEM