

Council Agenda
Regular Meeting of the Mayor and Council
City of Chattahoochee Hills, Georgia
May 4, 2021 / 6:00 p.m.

*Visit www.chatthillsga.us for information on accessing the meeting via
teleconference or videoconference.*

Click [HERE](#) for Zoom link
ID: 811 7509 5995
Code: 116493
Dial in: 646-558-8656

Call to Order

Review and Approval of Agenda

Approval of Minutes

1. Minutes of the Regular Meeting of April 6, 2021
2. Minutes of the Special Called Meeting of April 15, 2021
3. Minutes of the Special Called meeting of April 22, 2021

Presentations / Proclamations

1. Presentation of Structure Report on Beavers House by Georgia State University Heritage Preservation Program.
2. Presentation recognizing Dr. Gene “Doc” and Margaret Tyre.
3. Proclamations for Joe and Bess Heiberger.
4. Proclamation declaring May 16-22 as EMS Week.

Public Comments

Staff Reports

Financial Update: Robbie Rokovitz
Fire Department Report: Greg Brett
Police Department Report: Jim Little
Public Works/Parks Report: Darold Wendlandt
Community Development Report: Mike Morton

Public Hearing (None)

Unfinished Business

1. **Item 21-021:** Resolution appointing Parks Commission members.
2. **Item 21-022:** Resolution appointing Planning Commission members.

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New Business

1. **Item 21-026:** Consideration of an Intergovernmental Agreement with Fulton County for the provision of election services.
2. **Item 21-027:** Ordinance to revise and amend Chapter 4, Alcohol Beverages, Article II to establish the areas in which the sale of alcohol is prohibited.
3. **Item 21-028:** Ordinance to amend and revise Chapter 10, Businesses, by adding Article XIII to license and regulate Short Term Rental of dwellings.
4. **Item 21-029:** Authority to execute the contract with Imagine Music Festival.
5. **Item 21-030:** Ordinance to adopt a new Unified Development Code. *First Read only. No action will be taken.*
6. **Item 21-031:** Ordinance the Official Zoning Map to rezone 44.8 acres from the RL (Rural) District to the HM-MU (Mixed-Used Hamlet) District – rezoning request from Serenbe CH Properties, LLC for property located on Selborne Lane, South of the Inn at Serenbe. *First Read only. No Action will be taken.*
7. **Item 21-032:** Ordinance for a Variance to the Required Zoning District Buffer – variance request from Serenbe CH Properties, LLC to reduce the required district buffer to 60 feet for property located on Selborne Lane, South of the Inn at Serenbe. *First Read only. No Action will be taken.*

Mayor and Council Comments

Executive Session (None)

Adjourn Meeting

Town Hall Session

**Minutes
Regular Meeting of the Mayor and Council
City of Chattahoochee Hills, Georgia
April 6, 2021 / 6:00 p.m.**

Call to Order

Mayor Reed called the meeting to order at 6:05 p.m. Councilmembers in attendance were Ruby Foster, Laurie Searle, and Camille Lowe. Councilmembers Richard Schmidt and Troy Bettis were absent. Also present was City Attorney Rick Lindsey.

Review and Approval of Agenda

Mayor Reed called for a motion to amend the agenda as follows:

- 1. Table Item 21-021, Resolution appointing Parks Commission Members*
- 2. Table Item 21-022, Resolution appointing Planning Commission Members*
- 3. Add Item 21-024, Ordinance to amend and revise Chapter 20, Article II, Parks and Recreation Ordinance to add a provision preventing the use of metal detectors in the parks without prior approval of the City Council.*

Councilmember Lowe made a motion to approve the agenda as amended.

Councilmember Foster seconded. The motion passed unanimously.

Approval of Minutes

- 1. Minutes of the Regular Meeting of March 2, 2021*

Councilmember Searle made a motion to approve the minutes of the Regular Meeting of March 2, 2021. Councilmember Foster seconded. The motion passed unanimously.

Presentations/Proclamations

There were no presentations or proclamations.

Public Comment

There were no public comments.

Staff Reports

Financial Update: City Manager Robbie Rokovitz

Mr. Rokovitz reported on the financials as of March 29, 2021. The city is 74.25% through the fiscal year. Revenues are 99% including Fund Balance, and expenditures are at 47% overall. The city will be receiving \$1.05 million in additional COVID relief funds. He expects to receive half of the funds any day now, and the remainder will be received 12 months after the initial distribution.

Fire Department Report: Greg Brett

Chief Brett reported that the number of incidents for March were consistent with the previous year. A letter regarding the automatic aid agreement with the City of South Fulton was mailed to residents in the northern part of the city. He was notified that

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the ISO audit will happen in 2021 instead 2022 as he had previously expected. He also gave an update on the Fulton County radio tower. Jim Millsaps, Fulton County Emergency Operations Project Manager, informed Chief Brett that the county has put a hold on spending and the project has been moved to their fiscal year 2022 budget. The department is continuing to support, along with the cities of Union City, Fairburn, and Palmetto, the COVID vaccination site at the community center in Palmetto. The city had crews in Newnan and Coweta County assisting with emergency response. Chief Brett also assisted in the GEMA operations center as part of the effort.

Police Department Report: Jim Little

Chief Little reported the statistics for March 2021. He said call volume is remaining steady at an average of 3.4 dispatched and self-initiated calls per hour. There were no felony arrests, and the jail has started accepting misdemeanor arrests. The department has completed 75 out of 119 State accreditation standards. Officer French completed field training and has been assigned to his permanent shift. Officer Ivey is ahead of her training schedule and should be working independently in about six weeks. The department's Use of Force policies have been submitted to the Department of Justice and the Georgia Association of Chiefs of Police for certification that the policies are in compliance with state and federal standards.

Public Works/Parks Report: Darold Wendlandt

Mr. Wendlandt reported that staff has been busy with mowing. Rights-of-way cutting is on hold since the tractors are down. The bathroom at Rico Park will be opened up next week and the ballfield is ready for whenever the ball league decides to hold its season. It may be delayed until the fall.

Community Development: Cheryl Brooks

City Planner Cheryl Brooks reported the building permit statistics for March 2021. The total number of permits were trending a little higher than last year. There were ten residential single family dwelling permits issued during the month. She gave an update on the Comprehensive Plan process. The first stakeholders meeting has been held, the Comp Plan website will go live soon, and two public meeting dates are being scheduled. She reported that the Foxhall annexation application has been received. Letters notifying Douglas County of the application have been sent. If the process moves forward, she anticipates a first read at the June or July meeting. She also gave an update on upcoming filming and special events.

Public Hearing

1. **Item 21-015:** Public Hearing and Action to consider an application for a Special Event Limited Pouring License –Wine and Malt Beverages. The name in which the license is to be issued –Tough Mudder/Licensee – Allen Monette. The location of the event – 9445 Browns Lake Road.

Mayor Reed said a second public hearing has been scheduled for April 15th at 6:00 p.m. The

applicant had missed the deadline to post the sign, but tonight's public hearing had been advertised in the legal organ and would be held for anyone who wished to speak.

Mayor Reed opened the Public Hearing. There was no public comment. Mayor Reed closed the Public Hearing.

No action was taken.

Unfinished Business

There was no unfinished business.

New Business

1. Item 21-016: Provisional approval for Imagine Festival.

City Planner Cheryl Brooks presented the item. The request is for provisional approval provided that the guidelines within the contract are followed and that a deadline to sign the contract be set.

Mayor Reed called for a motion on Item No. 21-016 with the following conditions:

- 1. Contract to be signed within 30 days*
- 2. A maximum of number of attendees will be set. (The final number is still be negotiated.)*

Councilmember Searle made a motion to approve Item No. 21-016 with the conditions. Councilmember Lowe seconded. The motion passed unanimously.

2. Item 21-017: Cell Tower Land Lease Agreement with Cellco Partnership d/b/a Version Wireless – location is city owned property located on Upper Wooten Road.

City Manager Robbie Rokovitz presented the item. The agreement was negotiated through the Georgia Municipal Association. The city will receive annual rental payments of \$26,000 per year and a one-time signing bonus of \$8,000.

Mayor Reed called for a motion on Item No. 21-017. Councilmember Searle made a motion to approve Item No. 21-017. Councilmember Lowe seconded. The motion passed unanimously.

3. Item 21-018: Resolution declaring surplus property and sale of surplus property. *City Manager Robbie Rokovitz presented the item. The sale will be conducted via a sealed bid process.*

Mayor Reed called for a motion on Item No. 21-018. Councilmember Lowe made a motion to approve Item No. 21-018. Councilmember Searle seconded. The motion passed unanimously.

4. Item 21-019: Resolution for a Capital Lease Purchase agreement with the Georgia

Municipal Association – proceeds of the lease purchase financing to be used to purchase (1) John Deere 6145M Tractor, (2) John Deere 5100E Utility Tractors, and (2) BW10.60 Cutters with chains.

Public Works Director Darold Wendlandt presented the item. The total purchase price is \$336,587.70.

Mayor Reed called for a motion on Item No. 21-019. Councilmember Foster made a motion to approve Item No. 21-019. Councilmember Lowe seconded. The motion passed unanimously.

5. Item 21-020: Resolution appointing Historic Commission members.

Mayor Reed presented the item. The resolution names Allison Duncan, Brian Gross, Gene Griffith, Amber Lightsey, Sarah Love, Lila Rhyne, and Kim Taylor-Cloud to the Historic Commission.

Mayor Reed called for a motion on Item No. 21-020. Councilmember Searle made a motion to approve Item No. 21-020. Councilmember Foster seconded. The motion passed unanimously.

6. Item 21-021: Resolution appointing Parks Commission members. *No action taken.*

7. Item 21-022: Resolution appointing Planning Commission members. *No action taken.*

8. Item 21-023: Approve purchase of GENESIS extrication combination tool for an amount not to exceed \$12,925.

Fire Chief Greg Brett presented the item. The requested purchase replaces 20-year-old fluid hydraulic equipment on the engine. Purchasing GENESIS equipment allows it to be interchangeable with the equipment on MED51.

Mayor Reed called for a motion on Item No. 21-023. Councilmember Lowe made a motion to approve Item No. 21-023. Councilmember Foster seconded. The motion passed unanimously.

9. Item 21-024: Ordinance to amend and revise Chapter 20, Article II, Parks and Recreation Ordinance to add a provision preventing the use of metal detectors in the parks without prior approval of the City Council.

Mayor Reed presented the item. The revision cleans up language to make it clear that metal detecting is not allowed in the parks unless approved by the City Council.

Mayor Reed called for a motion on Item No. 21-024. Councilmember Searle made a motion to approve Item No. 21-024. Councilmember Lowe seconded. The motion passed unanimously.

Mayor and Council Comments

Councilmember Lowe asked for an update on wayfinding signs. City Manager Robbie Rokovitz answered that ASI is currently determining how many signs to fabricate at this time. Councilmember Foster asked if there is a list of locations for the signs, and Mr. Rokovitz answered that he would provide a map of those locations.

Councilmember Searle asked for an update on the Zoning rewrite. Mayor Reed answered that they are wrapping up the last items and will be scheduling meeting with the councilmembers in the next week. She also asked for the status of the speed limit changes. City Manager Robbie Rokovitz replied that GDOT approved the changes contingent on a speed study. GDOT has put a hold on conducting speed studies due to COVID. Mr. Rokovitz is trying to find an alternative for doing the speed study ourselves, but there is an issue with conducting the speed study in the school zone when school is not in session. Councilmember Searle thanked all the staff that helped with clean up in Newnan after the tornado.

Councilmember Foster thanked staff for helping out in Newnan. She said that you never know when we may be in a similar position and would appreciate the same help. She also announced that, as part of community outreach, a city "Picnic in the Park" will be held on Saturday, May 29th. Details are still being worked out. She encouraged everyone to attend.

Mayor Reed added his thanks regarding the response to the tornado in Newnan. He said he had received a few calls from folks down in Coweta County and Newnan who were very appreciative of the assistance. It is another example, like the YourTown vaccination site, where we are able to reach out and work with our neighboring municipalities. He said he was on a recent Zoom call with several other Mayors, and one of the attendees, who was not an elected official, pointed out that Chattahoochee Hills is often at the center of these kinds of activities. While other cities are arguing with each other, we are working with everyone and helping out. He also thanked the everyone for bearing with us at a very long Work Session last Thursday. He said we can anticipate a few more like that as we work through the items discussed at the retreat.

Executive Session

There was no Executive Session.

Adjourn Meeting

Councilmember Searle made a motion to adjourn the meeting. Councilmember Foster seconded. The motion passed unanimously, and the meeting adjourned at 6:50 p.m.

These minutes are provided as a convenience and service to the public, media, and staff. It is not the intent to transcribe proceedings verbatim. Any reproduction of this summary must include this notice. Public comments are noted and heard by Council, but not quoted. This is an official record of the City of Chattahoochee Hills City Council Meeting proceedings.

Approved this _____ day of _____, 2021.

Dana Wicher, City Clerk

Tom Reed, Mayor

DRAFT

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**Minutes
Special Called Meeting of the Mayor and Council
City of Chattahoochee Hills, Georgia
April 15, 2021 / 6:00 p.m.**

Call to Order

Mayor Reed called the meeting to order at 6:00 p.m. Councilmembers in attendance were Ruby Foster, Laurie Searle, and Camille Lowe. Councilmembers Richard Schmidt and Troy Bettis were absent. Also present was City Attorney Rick Lindsey. The meeting was held via videoconference/teleconference.

Review and Approval of Agenda

Councilmember Searle made a motion to approve the agenda. Councilmember Foster seconded. The motion passed unanimously.

Public Hearing

1. **Item 21-015:** Public Hearing and Action to consider an application for a Special Event Limited Pouring License –Wine and Malt Beverages. The name in which the license is to be issued –Tough Mudder/Licensee – Allen Monette. The location of the event – 9445 Browns Lake Road.

Mayor Reed opened the Public Hearing. There was no public comment. Mayor Reed closed the Public Hearing.

City Clerk Dana Wicher presented the item. The application is for a special event alcohol license to serve beer and wine at the Tough Mudder event being held on April 24-25, 2021.

Mayor Reed called for a motion on Item No. 21-015. Councilmember Lowe made a motion to approve Item No. 21-015. Councilmember Foster seconded. The motion passed unanimously.

Adjourn Meeting

Councilmember Lowe made a motion to adjourn the meeting. Councilmember Foster seconded. The motion passed unanimously, and the meeting adjourned at 6:04 p.m.

Approved this _____ day of _____, 2021.

Dana Wicher, City Clerk

Tom Reed, Mayor

**Minutes
Special Called Meeting of the Mayor and Council
City of Chattahoochee Hills, Georgia
April 22, 2021 / 4:30 p.m.**

Call to Order

Mayor Reed called the meeting to order at 4:30 p.m. Councilmembers in attendance were Ruby Foster, Laurie Searle, Camille Lowe, and Troy Bettis. Councilmember Richard Schmidt was absent. Also present was City Attorney Rick Lindsey. The meeting was held via videoconference/teleconference.

Review and Approval of Agenda

Councilmember Searle made a motion to approve the agenda. Councilmember Lowe seconded. The motion passed unanimously.

New Business

1. **Item 21-025:** Consideration of an Intergovernmental Agreement with Douglas County to set a period of time for the city and county to meet pursuant to the requirements of O.C.G.A. Section 36-36-23.

City Attorney Rick Lindsey presented the item. Douglas County has requested a meeting with the city to discuss the Foxhall annexation application, and this agreement extends the time for completion of the meeting beyond the statutory 15-day deadline. Mr. Lindsey recommends approval giving the Mayor the authority to sign the agreement.

Mayor Reed called for a motion on Item No. 21-025. Councilmember Bettis made a motion to approve Item No. 21-025. Councilmember Lowe seconded. The motion passed unanimously.

Adjourn Meeting

Councilmember Searle made a motion to adjourn the meeting. Councilmember Foster seconded. The motion passed unanimously, and the meeting adjourned at 4:36 p.m.

Approved this _____ day of _____, 2021.

Dana Wicher, City Clerk

Tom Reed, Mayor



**A PROCLAMATION IN APPRECIATION FOR OUTSTANDING
VOLUNTEER SERVICE BY JOE HEIBERGER**

WHEREAS, Joe Heiberger started as treasurer of Community Brickworks at a time when it had less than a dollar in its bank account, has helped to grow the organization's funding through grants and donations throughout his entire service; and,

WHEREAS, Community Brickworks is now robustly funded, and so is able to help more residents than ever before because of those efforts; and,

WHEREAS, Joe Heiberger, with meticulous detail, kept records and accounts organized and complete, allowing grant writing to proceed, and Community Brickworks to grow as a nonprofit 501(c)3; and,

WHEREAS Joe Heiberger was a true friend and colleague to Judy Henderson, helping her in her ongoing life's work of helping others through his professional guidance and friendship; and,

WHEREAS Joe Heiberger has been instrumental in the growth of Chattahoochee Hills Community Brickworks, showing both professionalism and compassion to all,

NOW, THEREFORE,

I, Mayor Tom Reed of Chattahoochee Hills Georgia, do hereby proclaim Bess Heiberger a "Super-Volunteer" of the City of Chattahoochee Hills, Georgia, and honor and thank her for her service in that capacity, on behalf of a grateful City Government and populace.

Given under my hand and the seal of the City of Chattahoochee Hills, Georgia on this 4th day of May, 2021.

Tom Reed, Mayor



**A PROCLAMATION IN APPRECIATION FOR OUTSTANDING
VOLUNTEER SERVICE BY BESS HEIBERGER**

WHEREAS, Bess Heiberger responded to the request by Mayor Tom Reed to assist Judy Henderson in organizing the library and other services provided by Community Brickworks in our community. Due to her standing in the community, she was able to attract many new volunteers to aid Community Brickworks; and,

WHEREAS, Bess Heiberger was, by reorganization and careful planning, able to establish a Community Brickworks Board and put measures in place that would help foster the organization's growth, professionalism, and community reach as a nonprofit; and,

WHEREAS, the organizational processes Bess instigated have greatly expanded both the financial security and reach of Community Brickworks, enabling it to effectively serve many families in our community in times of need, and to continue to provide so many services and fill so many unmet needs in our community; and,

WHEREAS, Bess Heiberger, through her perseverance and leadership, was key in overseeing the Judy's Home Plate Project for Chattahoochee Hills; and,

WHEREAS, Bess Heiberger, was the right person at the right time in the growth of Community Brickworks. Through her leadership and organizational skills, Bess put Brickworks on a solid foundation for future growth. Bess has been both a servant and a leader to those within the Chattahoochee Hills Community,

NOW, THEREFORE,

I, Mayor Tom Reed of Chattahoochee Hills Georgia, do hereby proclaim Bess Heiberger a "Super-Volunteer" of the City of Chattahoochee Hills, Georgia, and honor and thank her for her service in that capacity, on behalf of a grateful City Government and populace.

Given under my hand and the seal of the City of Chattahoochee Hills, Georgia on this 4th day of May 2021.

Tom Reed, Mayor



**PROCLAMATION
2021 EMERGENCY MEDICAL SERVICES WEEK**

Whereas, emergency medical care may be required by anyone at any time, and

Whereas, having emergency medical professionals at one's "beck and call" via 911 is a resource which many do not consider until a time of need, and

Whereas, emergency medical first responders provide a safety net to stabilize patients requiring transition to higher, more definitive care, and

Whereas, medical first responders lend comfort and aid to patients, families, and friends, and

Whereas, medical professionals serving in the roles of Paramedic and EMT commit themselves to serve all persons regardless of circumstance, risk, creed, race, or national origin according to the Hippocratic Oath, and

Whereas, the emergency medical professionals in the employ of the City of Chattahoochee Hills and its Fire Department have been selected for their skill to assess, treat, and transition persons experiencing a medical emergency, and

Whereas, emergency medical professionals are mandated to engage in ongoing individual training to perfect their skills and to maintain certifications and licensures issued by national and state entities, and

Whereas, the City of Chattahoochee Hills acknowledges its own medical first responders listed below do serve and conduct themselves in exemplary ways under extraordinary stress and circumstance

Kyle Allen, Paramedic
Sam Anglin, Paramedic
Hank Askew, Paramedic
Amy Barnes, EMT-Intermediate
Cody Buck, Paramedic
Andrew Bungcayao, Paramedic
Kyle Cato, EMT-Intermediate
Andy Coggins, EMT-Intermediate
Cody Hayes, EMT-Advanced
Romann Henderson, EMT-Advanced
Sterling Hill, EMT-Basic
Kevin Jones, EMT-Intermediate

Keith Kolvig, EMT-Intermediate
Andy Lee, Paramedic
Pat McCarragher, Paramedic
Thanh Nguyen, EMT-Intermediate
Gary Reid, Paramedic
Ryan Seelbinder, EMT-Intermediate
William Sullen, EMT-Intermediate
David Weems, EMT-Intermediate
Joshua Whitley, Paramedic
Bradley Wilson, Paramedic
Greg Brett, EMT-Intermediate

Whereas, all emergency medical first responders have experienced unprecedented impact on themselves and their methodologies since early 2020 because of the COVID Pandemic, and

Whereas, regardless of the many physical and emotional hurdles affiliated to life-threatening viruses, these medical professionals have persevered and continue to meet the needs of citizens and guests in the City of Chattahoochee Hills.

Then I, Tom Reed, Mayor of the City of Chattahoochee Hills, and the members of this City Council, do proclaim that May 16 – 22, 2021, is "EMS Week" in the City of Chattahoochee Hills, and do convey our support and heartfelt thanks to our own and all other emergency medical professionals for their commitment to serve and render aid at all times.

Given under my hand and the seal of the City of Chattahoochee Hills, Georgia on this 4th day of May 2021.

Tom Reed, Mayor

City of Chattahoochee Hills, GA
FY2021 Budget
Budget to Actual as of April 27, 2021 - 82.19% of Year Lapsed

Revenues:	FY2020 Amended	FY2020 (YTD) APR 27	% Collected	FY2021 Amended	FY2021 (YTD) APR 27	% Collected
Property Taxes	\$ 1,750,000	\$ 1,816,468	103.8%	\$ 1,792,012	\$ 1,979,680	110.5%
L.O.S.T.	\$ 660,000	\$ 525,788	79.7%	\$ 480,000	\$ 498,669	103.9%
Intangible Tax	\$ 27,000	\$ 28,897	107.0%	\$ 32,232	\$ 63,791	197.9%
Motor Vehicle Tax	\$ 6,400	\$ 7,838	122.5%	\$ 10,000	\$ 7,195	72.0%
Motor Vehicle Tax - Ad Valorem	\$ 19,038	\$ 36,400	191.2%	\$ 40,635	\$ 52,519	129.2%
Real Estate Transfer Tax	\$ 10,000	\$ 12,766	127.7%	\$ 12,515	\$ 23,994	191.7%
Business & Occupation Tax	\$ 16,000	\$ 35,418	221.4%	\$ 25,000	\$ 40,952	163.8%
Insurance Premium Tax	\$ 200,615	\$ 200,615	100.0%	\$ 211,701	\$ 211,701	100.0%
Alcohol Beverage Tax	\$ 20,000	\$ 16,302	81.5%	\$ 15,000	\$ 16,916	112.8%
Franchise Fees	\$ 145,228	\$ 137,144	94.4%	\$ 145,000	\$ 138,799	95.7%
Licenses & Permits	\$ 100,000	\$ 81,441	81.4%	\$ 113,029	\$ 157,935	139.7%
Charges for Service	\$ 75,000	\$ 48,147	64.2%	\$ 60,000	\$ 64,959	108.3%
Charges for Service (Parking Fees)	\$ 60,000	\$ 61,191	102.0%	\$ 79,541	\$ 106,036	133.3%
Charges for Service (Hunting Lease)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Intergovernmental (Conservation)	\$ 651,540	\$ 651,540	100.0%	\$ 125,000	\$ 169,890	0.0%
Intergovernmental (Federal)	\$ -	\$ -	0.0%	\$ 139,607	\$ 139,939	0.0%
Intergovernmental (LMIG Grant)	\$ 110,102	\$ 126,057	114.5%	\$ 134,126	\$ 134,126	100.0%
Intergovernmental (RTP)	\$ -	\$ -	0.0%	\$ -	\$ -	0.0%
Intergovernmental (CDAP)	\$ -	\$ -	0.0%	\$ 33,592	\$ 33,259	100.0%
Fines & Forfeitures	\$ 145,000	\$ 155,810	107.5%	\$ 125,000	\$ 119,220	95.4%
Insurance Proceeds	\$ 28,729	\$ 28,729	0.0%	\$ -	\$ -	0.0%
Contributions & Donations	\$ 1,000	\$ 330	33.0%	\$ 19,787	\$ 24,817	100.0%
Interest	\$ 18,000	\$ 14,216	79.0%	\$ 4,410	\$ 3,268	74.1%
Other Revenues	\$ 16,125	\$ 20,098	0.0%	\$ 33,290	\$ 33,914	100.0%
PoliceTech Fees	\$ -	\$ 12,056	100.0%	\$ 60,934	\$ 60,504	100.0%
Proceeds from Capital Lease	\$ -	\$ -	0.0%	\$ 249,632	\$ 249,632	0.0%
Running Fund Balance From Prior Year	\$ 1,609,630	\$ 977,948	60.8%	\$ 1,288,512	\$ 1,190,962	92.4%
GF Revenue Subtotal:	\$ 5,669,407	\$ 4,995,199	88.1%	\$ 5,230,553	\$ 5,522,677	105.6%

Other Financing Sources:						
Hotel/Motel Tax	155,000	131,959	85.1%	97,630	130,040	133%
Hotel/Motel Tax Fund Balance	\$ 189,239	156,344	82.6%	\$ 215,401	215,401	100%
TSPLOST	450,000	324,317	72.1%	\$ 357,000	\$ 336,725	94%
TSPLOST Fund Balance	\$ 120,431	244,932	0.0%	\$ 346,782	\$ 346,782	100%
Subtotal Other Financing Sources:	\$ 914,670	\$ 857,552	93.8%	\$ 1,016,813	\$ 1,028,948	101%
Total Operating Revenue:	\$ 6,584,077	\$ 5,852,751	88.9%	\$ 6,247,366	\$ 6,551,625	105%

Expenditures:	FY2020 Amended	FY2020 (YTD) APR 27	% Expended	FY2021 Amended	FY2021 (YTD) APR 27	% Expended
Mayor & Council	\$ 125,284	\$ 93,978	75.0%	\$ 126,546	\$ 73,921	58.4%
City Clerk	\$ 56,231	\$ 41,998	74.7%	\$ 61,576	\$ 33,294	54.1%
City Manager	\$ 145,403	\$ 123,302	84.8%	\$ 146,397	\$ 120,134	82.1%
General Administration	\$ 159,065	\$ 125,140	78.7%	\$ 162,333	\$ 139,342	85.8%
IT	\$ 31,968	\$ 29,731	93.0%	\$ 34,720	\$ 30,597	88.1%
Non-Departmental Insurance	\$ 91,593	\$ 90,028	98.3%	\$ 71,962	\$ 71,962	100.0%
Municipal Court	\$ 99,806	\$ 64,891	65.0%	\$ 92,095	\$ 74,274	80.6%
Police	\$ 889,292	\$ 668,668	75.2%	\$ 863,513	\$ 612,682	71.0%
Fire	\$ 909,279	\$ 788,773	86.7%	\$ 845,578	\$ 783,334	92.6%
Public Works	\$ 528,114	\$ 501,139	94.9%	\$ 524,255	\$ 447,504	85.4%
Engineering	\$ 5,000	\$ 181	3.6%	\$ 5,000	\$ 3,537	70.7%
Parks & Recreation	\$ 99,422	\$ 84,618	85.1%	\$ 104,986	\$ 73,536	70.0%
Community Development	\$ 245,529	\$ 152,923	62.3%	\$ 258,839	\$ 134,493	52.0%
Subtotal:	\$ 3,385,987	\$ 2,765,371	81.7%	\$ 3,297,800	\$ 2,598,609	78.8%

Other GF Financing Uses:						
Interest - Capital Lease	\$ 16,504	\$ 16,503	100.0%	\$ 11,868	\$ 11,419	96.2%
Capital Lease Payment	\$ 145,341	\$ 145,962	100.4%	\$ 126,866	\$ 127,314	100.4%
Capital Fund	\$ 957,331	\$ 733,416	76.6%	\$ 1,145,480	\$ 344,798	30.1%
Grants	\$ 202,072	\$ -	0.0%	\$ 263,801	\$ 41,574	15.8%
Contingency - Reserved Fund Balance	\$ 1,083,297	\$ -	0.0%	\$ 583,301	\$ -	0.0%
Subtotal:	\$ 2,404,545	\$ 895,881	37.3%	\$ 2,131,316	\$ 525,105	24.6%
Total GF Expenditures	\$ 5,790,532	\$ 3,661,251	63.2%	\$ 5,429,116	\$ 3,123,713	57.5%

GF Revenues in Excess of Expenditures	\$ (121,125)	\$ 1,333,947	\$ (198,563)	\$ 2,398,964
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Other Financing Uses:						
Hotel Motel	\$ 223,115	\$ 51,424	23.0%	\$ 165,000	\$ 86,484	52.4%
TSPLOST	\$ 570,431	\$ 365,688	0.0%	\$ 653,250	\$ 2,250	0.3%
Subtotal Other Financing Uses:	\$ 793,546	\$ 417,112	52.6%	\$ 818,250	\$ 88,734	10.8%

Total ALL FUNDS Expenditures	\$	6,584,078	\$	4,078,363	61.9%	\$	6,247,366	\$	3,212,447	51.4%
Total ALL FUNDS Revenues	\$	6,584,077	\$	5,852,751	89%	\$	6,247,366	\$	6,551,625	105%
Revenues in Excess of Expenditures	\$	(1)	\$	1,774,388		\$	(0)	\$	3,339,178	

Capital Category	Expenditure
Police (Vehicles)	\$ 39,430
Police (Capital)	\$ 14,520
Fire (Apparatus/Capital)	\$ 263,200
PW Vehicle(s)/Capital	\$ 27,648
LMIG (Capital)	\$ -
CDAP Grant	\$ 41,574
PW Capital (TSPLOST)	\$ -
TSPLOST (Contract Mgt)	\$ 2,250
TSPLOST Fund	\$ -
Capital Category	Expenditure
LMIG	\$ -

Month To Date	Cash Flow
July 27, 2020 (Balance)	\$ 904,059
August 31, 2020 (Balance)	\$ 937,190
September 30, 2020 (Balance)	\$ 819,879
October 31, 2020 (Balance)	\$ 923,855
November 30, 2020 (Balance)	\$ 1,906,157
January 04, 2021 (Balance)	\$ 2,467,887
January 30, 2021 (Balance)	\$ 2,635,709
February 22, 2021 (Balance)	\$ 2,524,846
March 29, 2021 (Balance)	\$ 2,342,861
April 27, 2021 (Balance)	\$ 2,398,965
May 31, 2021 (Balance)	
June 30, 2021 (Balance)	

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**A RESOLUTION APPOINTING MEMBERS TO THE CITY
OF CHATTAHOOCHEE HILLS PARKS COMMISSION**

BE IT RESOLVED by the City Council of the City of Chattahoochee Hills, GA while in a regular meeting on May 4, 2021 at 6:00 p.m. as follows:

SECTION 1: That _____, _____, _____, _____, and _____ are hereby appointed to the Chattahoochee Hills Parks Commission for a term commencing May 4, 2021 and ending on March 31, 2022; and,

SECTION 2: That this Resolution shall become effective upon its adoption.

RESOLVED by the City Council of the City of Chattahoochee Hills, Georgia, this 4th day of May, 2021.

ATTEST:

APPROVED:

Dana Wicher, City Clerk

Tom Reed, Mayor

(Seal)

**A RESOLUTION APPOINTING MEMBERS TO THE CITY
OF CHATTAHOOCHEE HILLS PLANNING COMMISSION**

BE IT RESOLVED by the City Council of the City of Chattahoochee Hills, GA while in a regular meeting on May 4, 2021 at 6:00 p.m. as follows:

SECTION 1: That _____, _____, _____, _____, and _____ are hereby appointed to the Chattahoochee Hills Planning Commission for a term commencing May 4, 2021 and ending on March 31, 2022; and,

SECTION 2: That this Resolution shall become effective upon its adoption.

RESOLVED by the City Council of the City of Chattahoochee Hills, Georgia, this 4th day of May, 2021.

ATTEST:

APPROVED:

Dana Wicher, City Clerk

Tom Reed, Mayor

(Seal)

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF ELECTION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
CITY OF CHATTAHOOCHEE HILLS, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2021, between Fulton County, Georgia (“County”), a political subdivision of the State of Georgia, and the City of Chattahoochee Hills, Georgia (“City”), a municipal corporation lying wholly or partially within the County.

WHEREAS, the parties to this Agreement are both governmental units; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

WHEREAS, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

WHEREAS, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

WHEREAS, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

WHEREAS, the Fulton County Board of Registration and Elections (“BRE”) has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

WHEREAS, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1 CONDUCT OF ELECTIONS

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

ARTICLE 2 TERM OF AGREEMENT

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2021, unless otherwise terminated as set forth herein.

ARTICLE 3 DUTIES AND RESPONSIBILITIES

Pursuant to this Agreement, each party shall provide the following enumerated services for the election to be held November 2, 2021:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the November 2, 2021 City General election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the November 2, 2021 City General election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

4.1 For City elections that are to be conducted contemporaneously with a countywide General Election, pursuant to this Agreement and to action of the Board of Commissioners on August 3, 2016, the City will not be charged for the cost of said election.

4.2 That in odd-numbered years when the municipalities and school districts hold regularly scheduled and special elections, the municipalities and school districts will pay a no refund, flat rate of \$2.96 per registered voter for the election. If a run off is required, the municipalities and school districts will pay a no refund, flat rate of \$2.46 per registered voter. The payment of these per registered voter amounts is inclusive of the provision of 10 early voting sites. Additional early voting sites could require additional payment.

That in odd-numbered years, the municipalities, and school districts will coordinate with Fulton County in setting the dates of elections so as to mitigate the financial burden being shifted to Fulton County for the conduct of elections.

The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

ARTICLE 5 LEGAL RESPONSIBILITIES

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation except as excluded herein. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter except as excluded herein. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.

5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

ARTICLE 6 EMPLOYMENT STATUS

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

ARTICLE 7 RECORDKEEPING AND REPORTING

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 8 E-VERIFY AND TITLE VI

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

ARTICLE 9 AUTHORIZATION

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the November 2021 General Election, including but not limited to the Notice of the Call of the General Election and the Notice of the General Election.

ARTICLE 10 TERMINATION AND REMEDIES

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination. This agreement shall terminate no later than fifty (50) years from the date first written above).

ARTICLE 11 NOTICES

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the Municipal Clerk via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Fulton County Board of Registration and Elections
Attn: Director
130 Peachtree St SW, Suite 2186
Atlanta, Georgia 30303
Facsimile: 404.730.7024

With a copy to: Fulton County Office of the County Attorney
Attn: County Attorney
141 Pryor Street SW, Suite 4038
Atlanta, Georgia 30303
Facsimile: 404.730.6540

If to the City: City Clerk
Dana Wicher
City Clerk
6505 Rico Road
Chattahoochee Hills, GA 30268

With a copy to: City Attorney
Richard P. Lindsey
Lindsey & Lacy, PC
200 Westpark Drive, Suite 280
Peachtree City, GA 30269

ARTICLE 12 NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 13
ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

ARTICLE 14
SEVERABILITY, VENUE AND ENFORCEABILITY

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

ARTICLE 15
BINDING EFFECT

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

ARTICLE 16
COUNTERPARTS

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

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

APPROVED AS TO SUBSTANCE:

(Seal)

Chair, Board of Commissioners

Attest: _____
Clerk to Commission

Date: _____

ATTEST:

APPROVED AS TO FORM:

Fulton County Attorney's Office

APPROVED AS TO SUBSTANCE:

Richard Barron
Director, Fulton County Department of
Registration and Elections

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF CHATTAHOOCHEE HILLS, GEORGIA

_____ (SEAL)

Mayor

City Clerk (SEAL)

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

City Attorney

City Clerk

EXHIBIT A

As per the Agreement executed on _____, the City of Chattahoochee Hills, hereby requests that Fulton County conduct its General Election on November 2, 2021 within the boundary of Fulton County.

The last day to register to vote in this election is October 4, 2021.

The list of early voting locations will be forthcoming.

.

This _____ day of _____, 2021.

City Clerk (SEAL)

The Fulton County Board of Registrations and Elections agrees to conduct the City of Chattahoochee Hills General Election on November 2, 2021, within the boundary of Fulton County.

This _____ day of _____, 2021.

Elections Superintendent
Fulton County Board of Registration and
Elections (SEAL)



EXHIBIT B
CITY OF CHATTAHOOCHEE HILLS
FLAT-RATE CONTRIBUTION

Election	November 2, 2021 General	November 30, 2021 Runoff
Citywide		
Number of Active Registered Voters (as of 3.23.2021)	2,393	2,393
Cost Per Voter	\$2.96	\$2.46
Total Cost	\$7,083	\$5,887
Grand Total	\$12,970.00	

AN ORDINANCE TO REVISE AND AMEND CHAPTER 4, ALCOHOL BEVERAGES,
ARTICLE II TO ESTABLISH THE AREAS IN WHICH THE SALE OF ALCOHOL IS
PROHIBITED AND FOR OTHER PURPOSES

WHEREAS, the City of Chattahoochee Hills finds that its current ordinance governing the locations in which the sale of alcohol is prohibited presents an undue hardship in the densely developed areas of the City; and

WHEREAS, it is further found and declared that there is a need for adequate laws governing the location of sales of alcohol in the densely developed areas and in the rural areas of the City.

NOW THEREFORE, the Mayor and Council of the City of Chattahoochee Hills, Georgia ordain that Chapter 4, Article IV (*Location of Sales*) be amended with the following ordinance which is hereby adopted and approved as part of the Code of Ordinances of the City of Chattahoochee Hills, Georgia.

Section 1. Article IV (*Location of Sales*) is amended by deleting Sec. 4-96(a) and substituting the following language as follows:

- (1) No package malt beverage license, package wine license, consumption on the premises license, brewery license, or farm winery license for a location in the Rural District shall be issued for any place of business which is located within 100 yards of any school building, educational building, school grounds, or college campus. The subsection shall not apply at any location for which a new license is applied for if the sale of wine or malt beverages or consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application.
- (2) No package malt beverage license, package wine license, consumption on the premises license, brewery license, or farm winery license for a location in the Hamlet, Village or Town Districts shall be issued for any place of business which is located on any property that abuts the property on which any school building, educational building, school grounds, or college campus is located. The subsection shall not apply at any location for which a new license is applied for if the sale of wine or malt beverages or consumption on the premises was lawful at such location at any time during the 12 months immediately preceding such application.

Section 2. Article IV (*Location of Sales*) is amended by deleting Sec. 4-96(b) and substituting the following language as follows:

- (1) No package distilled spirits license shall be issued for any place of business in the Rural District which is located within 100 yards of any church building or alcohol treatment center or which is located within 200 yards of a school building, educational building, school grounds, or college campus. The subsection shall not apply at any location for which a new license is applied for if the sale of package distilled spirits

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE NO. 21-05-XXX

was lawful at such location at any time during the 12 months immediately preceding such application.

- (2) No package distilled spirits license shall be issued for any place of business in the Hamlet, Village or Town Districts which is located on any property that abuts the property on which any church building, alcohol treatment center, school building, educational building, school grounds, or college campus is located. The subsection shall not apply at any location for which a new license is applied for if the sale of package distilled spirits was lawful at such location at any time during the 12 months immediately preceding such application.

Section 3. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this ordinance.

Section 5. This ordinance shall become effective immediately upon its adoption by the Council of the City of Chattahoochee Hills, Georgia.

SO ORDAINED AND EFFECTIVE this ____ day of May, 2021.

Approved:

Tom Reed, Mayor

Attest:

Dana Wicher, City Clerk
(Seal)

**AN ORDINANCE TO AMEND AND REVISE CHAPTER 10, BUSINESSES, BY
ADDING ARTICLE XIII TO LICENSE AND REGULATE SHORT TERM RENTAL OF
DWELLINGS, AND FOR OTHER PURPOSES**

WHEREAS, the private rental of homes to others for short-term use has become popular;
and

WHEREAS, there exists a need to regulate such short-term rentals so that occupants of such do not interfere with the peaceful enjoyment of residents while allowing property owners to rent their homes.

NOW, THEREFORE BE IT SO RESOLVED by the Mayor and Council of the City of Chattahoochee Hills as follows:

Section 1: Chapter 10 (*Businesses*) amended by adding Article XIII (*Short-Term Rental Regulations*) as follows:

Section 10-360. - Intent and Purpose.

A. The purpose of this chapter is to establish regulations, procedures, and standards for the use of privately owned residential dwellings as short-term rentals that both maximize and ensure the collection and payment of Hotel Motel occupancy taxes as provided in Chapter 28, Article III (Hotel and Motel Tax) of this code and prevent the negative effects of such use on surrounding residential areas and neighbors. It is the City's intent to establish short-term rental regulations that require compliance with code, permitting and other legal requirements; that promote a mix of lodging options that support the City of Chattahoochee Hills's tourism base and local economy; that allow for residents of the community to supplement their incomes through appropriately renting their properties; that uphold the health, safety, and welfare of the public; and that protect homes and neighborhoods by ensuring that the impacts of short-term rentals do not adversely affect the residents and character of residential areas.

B. Additionally, this section is intended to ensure that the number of occupants within such rental units does not exceed the reasonable capacity of the Dwelling and Property to cause health and safety concerns, and that minimum health and safety standards are maintained to protect visitors and neighbors from unsafe or unsanitary conditions.

C. This chapter is not intended to provide any Owner of residential property with the right or privilege to violate any private conditions, covenants, and restrictions applicable to the Owner's property that may prohibit the use of such Owner's residential property for short-term rental purposes that would otherwise be permitted by this chapter.

Section 10-361. - Definitions.

For purposes of this chapter, the following words, and phrases whether capitalized or not shall have the meaning respectively ascribed to them by this section.

“Advertise,” “Advertisement,” “Advertising,” “Publish,” and “Publication” mean any and all

means, whether verbal or written, through any media whatsoever whether in use prior to, at the time of, or after the enactment of the ordinance amending this chapter, used for conveying to any member or members of the public the ability or availability to rent a Short-Term Rental Unit as defined in this section, or used for conveying to any member or members of the public a notice of an intention to rent a Short-Term Rental Unit as defined in this section. For purposes of this definition, the following media are listed as examples, which are not and shall not be construed as exhaustive: Verbal or written announcements by proclamation or outcry, newspaper advertisement, magazine advertisement, handbill, written or printed notice, printed or poster display, billboard display, e-mail or other electronic/digital messaging platform, electronic commerce/commercial Internet websites, social media Internet websites, and any and all other electronic media, television, radio, satellite-based, or Internet website.

“Applicable laws, rules and regulations” means any laws, rules, regulations, and codes (whether local, state, or federal) pertaining to the use and occupancy of a privately owned dwelling unit as a short-term rental.

“Applicant” means the Owner of the Short-Term Rental Unit.

“Authorized agent or representative” means a designated agent or representative who is appointed by the Owner and is responsible for compliance with this chapter with respect to the Short-Term Rental Unit.

“City Manager” means that person acting in the capacity of the city manager of the City of Chattahoochee Hills or his or her designee.

“Dwelling” means the permanent structure on real property in which people reside; “Dwelling” does not include any impermanent, transitory, or mobile means of temporary lodging, including but not limited to mobile homes, recreational vehicles (RVs), car trailers, and camping tents, which are not eligible for short-term rental under this chapter, except where permitted in the RL District.

“Good Neighbor Brochure” means a document prepared by the city and supplemented by the Owner or the Authorized agent or representative from time to time that summarizes the general rules of conduct, consideration, and respect, including, without limitation, provisions of this code and other Applicable laws, rules or regulations pertaining to the use and occupancy of Short-Term Rental Units, including but not limited to the following:

- (1) Maximum number of overnight and daytime occupants;
- (2) Location (map and/or descriptive language) of designated off-street (or on-street) parking, other available parking, description of any prohibited parking areas, and prohibition against parking on landscaped areas or roadside right-of-way;
- (3) Quiet hours and noise restrictions;
- (4) Other relevant City Codes and Ordinances;
- (5) Prohibition against special events;
- (6) Restrictions on outdoor facilities;
- (7) 24-hour contact person and phone number;

- (8) Property cleanliness requirements;
- (9) Trash pick-up requirements, including location of trash cans;
- (10) Safety Information (including location of fire extinguishers);
- (11) Emergency numbers;
- (12) Notice that failure to conform to the occupancy and parking requirements is a violation of the City Code and occupant or visitor can be cited, including the relevant fine schedules; and
- (13) Other useful information about the community.

“Local contact person” means the person designated by the Owner or the Owner’s Authorized agent or representative who shall be available twenty-four hours per day, seven days per week with the ability to respond to the location within sixty minutes for the purpose of: (1) taking remedial action to resolve any such complaints; and (2) responding to complaints regarding the condition, operation, or conduct of occupants of the Short-Term Rental Unit.

“Occupant” means any person(s) within the Dwelling unit during the rental period.

“Owner” means the person(s) or entity(ies) that hold(s) legal and/or equitable title to the Property on which the subject Short-Term Rental Unit is located.

“Phase” means any phase of any applicable development plan previously approved by the city and as defined by the city.

“Property” means a residential legal lot of record on which a Short-Term Rental Unit is located.

“Rent” means the amount of the consideration charged or chargeable to the tenant or person entitled to occupancy, for the occupancy of space, valued in money whether received in money, goods, labor or otherwise, including the full value of receipts, cash, credits, property or services of any kind or nature, without any deductions whatsoever. Rent may have been, or may be in part, payable or paid prior to or following (in whole or in part) the occupancy to which it is attributable and may have been paid in whole or in part in advance on a long-term basis, such as in a time-share project or similar arrangement. It is not the intent of this subsection to make the operator liable for the tax on uncollected Rent. However, uncollected Rent must be reported.

“Responsible person” means the signatory of an agreement for the rental, use and occupancy of a Short-Term Rental Unit, who shall be an Occupant of that Short-Term Rental Unit, who is at least twenty-one years of age, and who is legally responsible for ensuring that all Occupants of the Short-Term Rental unit and/or their guests or visitors comply with all Applicable laws, rules and regulations pertaining to the use and occupancy of the subject Short-Term Rental Unit.

“Short-Term Rental Permit” means a permit that allows the use of a privately owned residential Dwelling as a Short-Term Rental Unit pursuant to the provisions of this chapter, and which incorporates by consolidation a business license otherwise required by Chapter 10, Article II (or successor provisions, as may be amended from time to time) of this code.

“Short-Term Rental Unit” means a privately owned residential Dwelling or any separable portion of such Dwellings, rented for occupancy for lodging or sleeping purposes for a period of thirty consecutive calendar days or less, counting portions of calendar days as full days. This term is not applicable to hotels, motels, bed and breakfasts, nursing homes, convalescent homes,

or foster homes.

“STR” may be used as an abbreviation for “Short-Term Rental.”

“Tenant” for purposes of this chapter, means any person who seeks to rent or whodoes rent a Short-Term Rental Unit.

Section 10-362. - Authorized agent or representative.

A. Except for the completion of an application for a Short-Term Rental Permit and business license, the Owner may designate an Authorized agent or representative to ensure compliance with the requirements of this chapter with respect to the Short-Term Rental Unit on his, her or their behalf. Nevertheless, the Owner shall not be relieved from any personal responsibility and personal liability for noncompliance with any applicable law, rule or regulation pertaining to theuse and occupancy of the subject Short-Term Rental Unit, regardless of whether such noncompliance was committed by the Owner’s Authorized agent or representative or the Occupants of the Owner’s Short-Term Rental Unit or their guests. Nothing in this requirement limits the Owner’s ability to market and rent their Property through 3rd party vendors such as AirBNB, VRBO, etc. Any such rental listings must include all required information as enumerated in, and otherwise comply with, this code. Regardless of rental method, all local tax requirements and ordinances must be complied with.

B. The Owner must be the applicant for and holder of a Short-Term Rental Permit and business license and shall not authorize an agent or a representative to apply for or hold a Short-Term Rental Permit and business license on the Owner’s behalf. The Owner’s signature is required on all Short-Term Rental application forms, and the city may prescribe reasonable requirements toverify that an applicant or purported Owner is the Owner in fact.

Section 10-363. - Short-Term Rental Permit—Required.

A. Prohibitions.

1. It shall be unlawful for any person, whether a principal or agent, clerk, or employee, either for himor herself, or for any other person or for anybody, corporation or otherwise, to lease or operate a Short-Term Rental without first obtaining a Short-Term Rental Permit in accordance with the provisions of this Section or operating same in violation of the standards set forth herein.

2. This Section shall not apply to leases of residential homes for more than 30 days, or other rentalarrangements in Country Inns, Bed and Breakfasts and Hotels. It shall apply to Dwellings managed by a properly permitted Country Inns, Bed and Breakfasts or Hotel but owned by others.

3. An Owner or Authorized agent or representative is not permitted to rent individual rooms within a residential Dwelling unit unless those rooms have their own exterior access and are separable from the rest of the unit by a lockable door.

B. The Owner is required to obtain a Short-Term Rental Permit and a business license from

the city before the Owner or the Owner's Authorized agent or representative may rent or Advertise a Short-Term Rental unit. No Short-Term Rental use may occur in the city except in compliance with this chapter.

C. A Short-Term Rental Permit and business license shall be renewed on an annual basis to remain valid. A new Owner of a Short-Term Rental Unit that had been issued a Short-Term Rental Permit to a former Owner shall apply for a new Short-Term Rental Permit if the new Owner plans to continue to use the residential Dwelling as a Short-Term Rental Unit, subject to the first come, first served limitation of Section 10-364(B). When an Owner or an Owner's Authorized agent or representative converts non-bedroom spaces and areas in an existing residential Dwelling into additional bedrooms, the Owner shall apply for a new Short-Term Rental Permit if the Owner intends to continue to use the residential Dwelling as a Short-Term Rental Unit.

D. A Short-Term Rental Permit and business license shall be valid only for the number of bedrooms in a residential Dwelling equal to the number of bedrooms the city establishes as eligible for listing as a Short-Term Rental Unit and shall not exceed the number of bedrooms allowable for the number of Occupants as set forth in Section 10-365(B). The city may determine the maximum number of bedrooms in a residential Dwelling with multiple bedrooms eligible for use as a Short-Term Rental Unit upon issuance of a Short-Term Rental Permit. When determining the maximum number of bedrooms eligible for use as Short-Term Rentals, the city shall consider the public health, safety, and welfare, shall comply with fire, building and residential codes, and may rely on public records relating to planned and approved living space within the residential Dwellings, including, but not limited to official county records, and tax assessor records. An Owner and/or Owner's Authorized agent or representative may not Advertise availability for occupancy of a Short-Term Rental Unit for more than five bedrooms or twelve Occupants in any case.

E. The allowable number of bedrooms shall meet all applicable requirements under federal, state and city codes and all applicable building and construction codes in this code. A Short-Term Rental Permit shall not issue for, or otherwise authorize the use of, bedrooms converted from non-bedroom spaces or areas in an existing residential Dwelling except upon express city approval for the additional bedrooms in compliance with this code (or successor provisions, as may be amended from time to time), and upon approval of an application for a new or renewed Short-Term Rental Permit as provided in Section 10-363(B).

F. A Short-Term Rental Permit and business license shall not be issued or renewed if the Property, or any building, structure, or use or land use on the Property is in violation of this code or any other Applicable laws, rules, and regulations. The city may conduct an inspection of the Property prior to the issuance or renewal of a Short-Term Rental Permit and/or business license.

G. A Short-Term Rental Permit and business license shall not be issued or renewed if any portion of hotel-motel tax has not been reported and/or remitted to the city for the previous calendar year by the applicable deadline for the reporting and/or remittance of the hotel-motel tax.

H. A Short-Term Rental Permit and business license shall not be issued or renewed if the residential Dwelling to be used as a Short-Term Rental Unit lacks adequate parking. For purposes of this subsection, “adequate parking” shall be determined by dividing the total number of Occupants commensurate with the approved number of bedrooms as provided in the table under Section 10-365(B) by four, such that the ratio of the total number of Occupants to onsite parking spots does not exceed four to one (4:1). For example, a residential Dwelling with three bedrooms may permissibly host a total number of six Occupants and therefore requires two on-site parking spots.

Pursuant to Section 3.25.070(R), in HM or VL Districts, no more than one on-street parking spot may count towards the number of on-site parking spots necessary to meet the “adequate onsite parking” requirement unless more spaces are dedicated to the structure in question and are reserved for the use of the applicant residential Dwelling only or if parking is available in an open public lot. Any designated parking shall be no more than 100 yards from the front door of the applicant residential Dwelling as measured by the shortest route of travel.

Section 10-364. - Short-Term Rental Permit—Application requirements.

A. The Owner must submit the information required on the city’s Short-Term Rental Permit application form provided by the city, which may include the following:

1. The name, address, and 24-hour telephone numbers of the Owner of the subject Short-Term Rental Unit;
2. The name, address, and 24-hour telephone numbers of the Owner’s Authorized agent or representative, if any;
3. The name, address, and 24-hour telephone numbers of the Local contact person;
4. The address of the proposed Short-Term Rental Unit, all Internet listing site(s) and listing number(s);
5. The number of bedrooms shall not exceed the number of bedrooms allowable for the number of Occupants as set forth in Section 10-365(B);
6. Acknowledgement of receipt of a Short-Term Rental information packet from the city, which includes a copy of the Good Neighbor Brochure;
7. Certification from the Owner, Owner’s Authorized agent, or representative that issuance of a Short-Term Rental Permit pursuant to this chapter is not inconsistent with any recorded or unrecorded restrictive covenant, document, or other policy of a homeowner association or other person or entity which has governing authority over the Property on which a Short-Term Rental unit will be operated;
8. In the event that a proposed Short-Term Rental is in an area under the control of a Homeowners' Association, a letter shall be submitted to the Homeowners' Association providing notification of an application for a Short-Term Rental Permit;
9. A statement that the Owner of the Short-Term Rental has met and will continue to comply with the standards and other requirements of this section;

10. Such other information as the City Manager or designee deems reasonably necessary to administer this chapter;

11. The Short-Term Rental Permit application shall be accompanied by an application fee as set by resolution of the city council;

12. A Short-Term Rental Permit application may be denied if the applicant has failed to comply with application requirements in this chapter or has had a prior Short-Term Rental Permit for the same Short-Term Rental Unit revoked within the past twelve calendar months;

B. In addition, the city may limit the number of Short-Term Rental Units in a given geographic area to avoid negative community impacts resultant from such concentrations. Short-Term Rentals shall be limited as follows:

(1) In mixed-use, live-work, apartment/condominium, or commercial buildings and/or areas in HM, VL, or TN Districts: no limitation.

(2) In single family detached or attached residential areas in HM, VL, or TN Districts: no more than 20% of Dwellings in any Phase. No more than 2 adjacent units are allowed on any city right-of-way or on any private street.

(3) In RL Districts: no more than 20% of Dwellings in any Block, with the following exceptions:

- a. Up to three residences under common ownership that are more than 500' from the nearest off-site residence; and
- b. Individual residences under separate ownership that are more than 800' from the nearest off-site residence are not limited.

(4) Applications will be accepted on a 'first come, first served' basis.

(5) The city shall maintain a waiting list of Short-Term Rental Permit applications in areas where additional units have been so limited. Additional applications may be accepted on a 'first come, first served' basis when the number of units in any geographic area falls under the limits noted.

(6) These guidelines may be further restricted, based on substantial evidence after a noticed public hearing, if there is a concentration of Short-Term Rental Units that either affects the public health, safety, and welfare or significantly negatively impacts the character and standard of living within a specific neighborhood or within a specific geographic area, or both.

C. Short-Term Rental Permit applications may take, and the city shall have, at least thirty days to process but no more than forty-five days. Nothing in this subsection or chapter shall be construed as requiring the city to issue or deny a Short-Term Rental Permit in less than thirty days, as no permit shall be issued until such time as application review is complete.

D. Within 30 days of any other change in material facts pertaining to the information contained in the Short-Term Rental Permit application, the Owner, Owner's Authorized agent,

or representative shall submit an application and requisite application fee for a new Short-Term Rental Permit, which must be obtained prior to continuing to rent the subject unit as a short-term rental.

E. Short-Term Rental Units in operation prior to the effective date of the ordinance shall register and apply in compliance with this ordinance no later than June 30, 2021. The limits in Section 10-364(B) will not apply to Owners of Short-Term Rentals that can prove that they were operating in accordance with all Applicable laws, rules, and regulations prior to the adoption of the ordinance but shall apply to subsequent Owners of such Short-Term Rentals. All Short-Term Rentals shall be registered annually thereafter in accordance with this chapter.

F. Annual renewal. A Short-Term Rental Permit may be renewed by submission of a renewal application meeting the application requirements of this chapter annually if:

- 1.The Owner pays inspection fee and passes inspection to be conducted by the firemarshal and the annual fee.
- 2.The Owner provides documentation showing that local hotel occupancy taxes havebeen paid for the permitted unit as required for the previous year.
- 3.The Property is not subject to outstanding city code violations or violations of other Applicable laws, rules, and regulations.
- 4.The Owner has no outstanding city fees or fines.
- 5.No more than one conviction or plea of guilty or nolo contendere to a disorderly house or nuisance charge in the previous calendar year.
- 6.The city shall deny an application to renew a Short-Term Rental Permit for twelve months following a revocation of the Short-Term Rental Permit pursuant to this chapter.

Section 10-365. - Operational requirements and standard conditions.

A. The Owner and/or Owner's Authorized agent or representative shall use reasonably prudent businesspractices to ensure that the Short-Term Rental Unit is used in a manner that complies with all Applicable laws, rules, and regulations pertaining to the use and occupancy of the subject Short-Term Rental Unit.

B. The Responsible person(s) shall be an Occupant(s) of the Short-Term Rental Unit for which he, she orthey signed a rental agreement for such rental, use and occupancy. No non-permanent improvementsto the Property or structures or vehicles, such as tents, trailers, or other mobile units, may be used as short-term rentals unit except in the RL District. No sleeping related to a Short-Term Rental Unit is allowed out-of-doors except in the RL District. The total number of Occupants allowed to occupy any given Short-Term Rental Unit shall not exceed the maximum number set forth in the table below. Additionally, the number of full bathrooms required for the number of Occupants is set forth in the table below. A full bathroom must meet the minimum

International Residential Code standards (R 306, Sanitation) and include a wash basin, toilet and tub or shower. In no case are more than 12 overnight guests are allowed in a Short-Term Rental Unit.

Number of Bedrooms	Maximum Number of Overnight Occupants	Minimum number of Bathrooms
Studio	2	1 full bath
1	2*	1 full bath
2	4*	2 full baths
3	6*	2 full baths
4	8*	3 baths
5	10*	3 baths

*(plus up to 2 additional children under the age of 15)

C. While a Short-Term Rental Unit is rented, the Owner, the Owner's Authorized agent or representative and/or the Owner's designated Local contact person shall be available twenty-four hours per day, seven days per week, with the ability to respond within sixty minutes to complaints regarding the condition, operation, or conduct of Occupants of the Short-Term Rental Unit or their guests.

D. The Owner, the Owner's Authorized agent or representative and/or the Owner's designated Local contact person shall use reasonably prudent business practices to ensure that the Occupants and/or guests of the Short-Term Rental Unit do not create unreasonable or unlawful noise or disturbances, engage in disorderly conduct, or violate any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term Rental Unit.

E. Each Occupant and visitor to a Short-Term Rental shall comply with all applicable provisions of the City Code, including, without limitation, noise, and disorderly conduct restrictions. No Occupant or visitor to a Short-Term Rental shall cause or permit a public nuisance to be maintained on such Property. This information shall be included in the rental agreement and Good Neighbor Brochure. Occupants of the Short-Term Rental shall comply with the standards and regulations for allowable noise at the Property in accordance with Section 18-7 (or successor provision, as maybe amended from time to time) of this code.

F. Prior to occupancy of a Short-Term Rental Unit, the Owner or the Owner's Authorized agent or representative shall:

1. Obtain the contact information of the Responsible person;
2. Provide a copy of the Good Neighbor Brochure to the Responsible person; and require such Responsible person to execute a formal acknowledgement that he or she is

legally responsible for compliance by all Occupants of the Short-Term Rental Unit and their guests with all Applicable laws, rules and regulations pertaining to the use and occupancy of the Short-Term Rental Unit, including the Good Neighbor Brochure. Such acknowledgement may be located within the Policies and Rules sections of online listing platforms and may be confirmed electronically.

G. The Owner, the Owner's Authorized agent or representative and/or the Owner's designated Local contact person shall, upon notification or attempted notification that the Responsible person and/or any Occupant and/or guest of the Short-Term Rental Unit has created unreasonable or unlawful noise or disturbances, engaged in disorderly conduct, or committed violations of any applicable law, rule or regulation pertaining to the use and occupancy of the subject Short-Term Rental Unit, promptly respond within sixty minutes to immediately halt and prevent a recurrence of such conduct by the Responsible person and/or any Occupants and/or guests. Failure of the Owner, the Owner's Authorized agent or representative and/or the Owner's designated Local contact person to respond to calls or complaints regarding the condition, operation, or conduct of Occupants and/or guests of the Short-Term Rental within sixty minutes, shall be subject to all administrative, legal, and equitable remedies available to the city, including revocation of the Short-Term Rental Permit pursuant to this chapter.

H. Trash and refuse shall not be left stored within public view, except in proper containers for the purpose of collection by the residence's authorized waste hauler on scheduled trash collection days.

I. The Owner, Authorized agent or representative and/or the Owner's designated Local contact person shall post a copy of the Short-Term Rental Permit and a copy of the Good Neighbor Brochure in a conspicuous place within the Short-Term Rental Unit, and a copy of the Good Neighbor Brochure shall be available to each Occupant of the subject Short-Term Rental Unit.

J. The Short-Term Rental Permit number, maximum occupancy as permitted, and life-safety inspection expiration date must be listed in all advertising for the short-term rental.

K. Unless otherwise provided in this chapter, the Owner and/or the Owner's Authorized agent or representative shall comply with all provisions of Chapter 28, Article III concerning hotel-motel taxes.

L. Guesthouses or any other Dwellings, detached from the primary residential Dwelling on the Property, or the primary residential Dwelling on the Property, may be rented pursuant to this chapter only if the guesthouse (or other Dwelling) and the primary residential Dwelling are rented to one party, or if the Owner is present in one of the Dwellings and the other Dwelling is rented. For the avoidance of doubt, only one Short-Term Rental Permit will be permitted per Property.

M. The Owner and/or the Owner's Authorized agent or representative shall post the current Short-Term Rental Permit number on or in any advertisement that promotes the availability or existence of a Short-Term Rental Unit.

N. The Owner and/or Owner's Authorized agent or representative shall operate a Short-Term

Rental unit in compliance with any other permits or licenses that apply to the Property, including, but not limited to, any permit or license needed to operate a special event pursuant to Sections 35-114 and 115(or successor provision, as may be amended from time to time) of this code. The city may limit the number of special event permits issued per year on residential Dwellings pursuant to Sections 35-114 and 115(or successor provision, as may be amended from time to time). In the absence of a permitted Special Event venue and license, Special Events are expressly prohibited in Short Term Rentals located in the HM or VL Districts.

O. Life safety

1. All building and fire related construction shall conform to the city's adopted building codes.

2. A 2A:10B:C type fire extinguisher (a standard five-pound extinguisher) shall be properly mounted within 75 feet of all portions of the structure on each floor and will be maintained in accordance with the manufacturer's specifications.

3. Every sleeping room shall have at least one operable emergency escape and rescue opening.

Section 10-366. - Recordkeeping duties.

The Owner or the Owner's Authorized agent or representative shall maintain for a period of three years, records in such form as the City may require to determine the amount of hotel-motel tax owed to the city. Short-Term Rentals are subject to the ordinances governing Hotel-Motel Tax found in Chapter 28, Article III (or successor provision, as may be amended from time to time).

Section 10-367. - Violations.

A. It is an offense for the Owner, Authorized agent or representative, Local contact person, or Responsible person to allow, permit, cause, or fail to prohibit an occupancy in violation of this code. Each day that a unit is occupied in violation of this ordinance shall be considered a separate offense, and, upon conviction, shall be subject to fines as established by the City.

B. It shall be deemed a repeat offense:

1. If the Owner, Authorized agent or representative, Local contact person, or Responsible person fails to comply with any of the provisions of this section more than twice in a calendar year, and/or

2. If the Property is the subject of repeated health or safety violations of city code or state law

C. Citations. The city may issue a citation to any Owner, Authorized agent or representative, Local contact person, Responsible person or Occupant for violation of this ordinance. Fines shall be set by the city council.

Section 10-368. - Enforcement.

A. Should a law enforcement officer or code enforcement officer respond to a complaint involving a Short-Term Rental and issue a citation/notice of violation for any violation of city ordinances to an Occupant of a Short-Term Rental, the city shall attempt to call the Owner or Authorized agent or representative. The Owner or Authorized agent or representative shall attempt to contact the Occupants of the Short-Term Rental within one hour of receiving the call from the city to address the citation/notice of violation with the Occupants. Should a second complaint be filed involving the same Occupants of the Short-Term Rental and a law enforcement officer or code enforcement officer issues a second citation/notice of violation, the Owner or Authorized agent or representative shall terminate the Short-Term Rental with that Occupant and notify the Responsible person that all Occupants must vacate the Short-Term Rental immediately.

B. Law enforcement officers and code enforcement officers shall have the authority to issue citations to the Owner or Authorized agent or representative for failing to have a valid and current Short-Term Rental Permit.

C. Law enforcement officers and code enforcement officers shall have the authority to issue citations to the Responsible person for violating the maximum number of Occupants in a Short-Term Rental Unit.

D. The Fire Chief or his designee shall have the right to issue notice to the Owner or Authorized agent or representative of any life safety issues or concerns. All such issues or concerns shall be rectified within thirty days and no rental of the Short-Term Rental Unit may occur until such issue or concern is rectified to the satisfaction of the Fire Chief or his designee.

E. Owner or Authorized agent or representative shall have 30 days from the date the city or state issue a notice of delinquency to submit delinquent hotel occupancy tax to city and state before revocation of the Short-Term Rental Permit/special use permit begins.

F. The provisions of this subsection are in addition to and not in lieu of any criminal prosecution or penalties as provided by city ordinances or state law.

G. This section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 10-369. - Revocation Process.

A. A violation of any provision of this chapter, the applicable tax codes, the fire codes, or the building codes by the Owner, Authorized agent or representative, or Local contact person shall constitute grounds for suspension and/or revocation of the Short-Term Rental Permit.

B. The city shall issue a notice of violation to the Owner, or Owner's Authorized agent or representative, pursuant to this code, if there is a violation of this chapter committed, caused, or maintained by the Owner, Authorized agent or representative, or Local contact person.

C. Three violations of any provision of this chapter or this code (other than violations

of the tax codes, fire codes or building codes which are addressed separately herein) within one year by the Owner, Authorized agent or representative, or Local contact person, with respect to any one Property will result in an immediate suspension of the Short-Term Rental Permit.

D. Two violations of the tax codes, fire codes or building codes within a five-year period shall result in immediate suspension of the Short-Term Rental Permit.

E. Failure to rectify a life safety issue or concern noted by the Fire Chief or his designee within thirty days of such notice to the Owner or Authorized agent or representative shall result in immediate suspension of the Short-Term Rental Permit.

F. Three separate incidents in which a law enforcement officer or code enforcement office issued a citation within one year to Occupants of the same Short-Term Rental Unit shall result in immediate suspension of the Short-Term Rental Permit.

G. The Owner or Authorized agent or representative shall have the right to seek an appeal to the City Manager by submitting a written request to lift the suspension. Such written request must be received by the City Manager within ten days of the suspension of the Short-Term Rental Permit. The City Manager shall take into account the type of violations that occurred, the length of time the Owner or Authorized agent or representative had Short-Term Rental Permits, the prior history of the Owner or Authorized agent or representative in regards to Short-Term Rentals, and any extenuating circumstances. The City Manager may conduct an investigation into the suspension as deemed appropriate by the City Manager. The City Manager shall issue a written decision to the Owner or Authorized agent or representative stating the basis for his or her decision.

Section 10-370. - Appeals.

Any person aggrieved by any decision of the City Manager made pursuant to this chapter may request a hearing before the Mayor and Council. The request must be in writing and sent to the City Clerk. Such hearing shall be conducted at the first regularly scheduled City Council meeting that is no less than fifteen days after the City Clerk receives the written request. The person requesting the hearing shall be heard first by the Mayor and Council and shall have ten minutes to present his or her case. The City Manager shall have ten minutes to respond. Upon hearing from the aggrieved person and the City Manager, the City Council shall vote to affirm or overturn the decision of the City Manager. Any appeal of the City Council's decision shall be filed in the Superior Court of the county in which the Short-Term Rental Unit is located.

Section 2: The within ordinance shall become effective on July 1, 2021.

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE NO. 21-05-XXX

**SO RESOLVED BY THE COUNCIL OF CHATTAHOOCHEE HILLS, ____ day of
_____, 2021.**

Approved:

Tom Reed, Mayor

Attest:

Dana Wicher, City Clerk
(Seal)



6505 Rico Road Chattahoochee Hills Georgia 30268

MAYOR
Tom Reed

CITY COUNCIL
Ruby Foster
Richard Schmidt
Laurie Searle
Camille Lowe
Troy Bettis

CITY MANAGER
Robert T. Rokovitz

www.chatthillsga.us

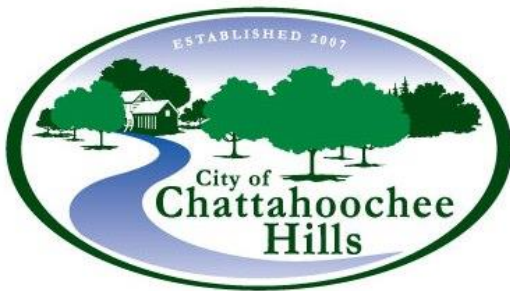
(770) 463-8881

Fax (770) 463-8550

Date: May 4, 2021
To: Mayor and City Council
From: Mike Morton, Community Development Director
Subject: Authority to execute the contract with Imagine Music Festival

The City Attorney has been working with the attorney representing the Imagine Music Festival to finalize a contract governing the planning of the event. According to the terms of the City Council's April 6th provisional approval of the event, the contract must be signed by May 6th. A draft of the contract was included in last month's agenda packet. At this time the final version of the contract is not available.

The proposal is for City Council to grant the mayor the authority to sign the contract once a draft is approved by the city attorney.



6505 Rico Road Chattahoochee Hills Georgia 30268

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Date: May 4, 2021
To: Mayor and City Council
From: Mike Morton, Community Development Director
Subject: Zoning revision – First Read

Background

The city has engaged consultants from TSW to revise the zoning ordinance. The resulting document is a Unified Development Code (UDC) that incorporates zoning, subdivision regulations, signs, and Transferrable Development Rights. These topics are currently covered in separate chapters of the city code (Chapters 35, 26, and 22, and Chapter 14, Article II, respectively).

In the course of their work on the code revisions, the consultant team has also identified a set of policy questions that they will raise in discussion with the City Council.

This is a first read only. Additional workshops will be scheduled with the Mayor and Council and the Planning Commission to explore the UDC and the related policy questions.

**AN ORDINANCE TO ADOPT A NEW UNIFIED DEVELOPMENT CODE
FOR THE CITY OF CHATTAHOOCHEE HILLS AND FOR ALL OTHER
PURPOSES RELATED THERETO**

WHEREAS, the City of Chattahoochee Hills has engaged consultants from TSW to undertake the task of reviewing its development code; and

WHEREAS, this task has involved stakeholder interviews, code review, writing and re-writing; and

WHEREAS, the consultants from TSW have recommended improvements to the city's development regulations, ultimately reorganizing them into a new Unified Development Code; and

WHEREAS, the City has conducted two public hearings, one with the Planning Commission and the second with the City Council; and

WHEREAS, notice has been published in the newspaper, and notices have been placed on the City's website; and

WHEREAS, after debate, discussion, and citizen input, the Mayor and City Council have approved the new Unified Development Code for the City of Chattahoochee Hills, Georgia.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHATTAHOOCHEE HILLS HEREBY ORDAINS that:

Section 1: That the current chapters 22 (*Signs*), 26 (*Subdivision and Land Development*), and 35 (*Zoning*), along with Chapter 14, Article II (*Transferable Development Rights*) of the City of Chattahoochee Hills, Georgia, be deleted in their entirety and replaced with the attached ordinance which shall be known as Appendix A: City of Chattahoochee Hills Unified Development Code; and

Section 2: That the within ordinance shall become effective upon its adoption; and

Section 3: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

ORDAINED this the X day of X, 2021.

Tom Reed, Mayor

Attest:

Dana Wicher, City Clerk
(Seal)

**Appendix A: City of Chattahoochee Hills Unified
Development Code attached separately.**



6505 Rico Road Chattahoochee Hills Georgia 30268

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CITY MANAGER
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(770) 463-8881
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Date: May 4, 2021
To: Mayor and City Council
From: Mike Morton, Community Development Director
Subject: Serenbe Meadows rezoning – First Read

This is a first read only. No action at this meeting

Rezoning Request

Steve Nygren of Serenbe CH Properties, LLC has requested a rezoning of 44.8 acres from RL (Rural) to HM-MU (Mixed-Use Hamlet) to expand the Serenbe hamlet.

Property Description

The property is 44.8 acres in four parcels that lie west of the Serenbe hamlet and south of the Inn at Serenbe . It has about 1400 feet of frontage along the gravel portion of Selborne Lane. It is zoned RL and is vacant except for the wastewater drain fields for the hamlet. Small streams run through the southwest and northeast corners of the property

To the east and the south, the property borders the Serenbe hamlet, zoned HM-MU. To the west the property borders residential properties zoned RL, Rural, including a 33 acre lot that fronts Hutcheson Ferry Road and two of the lots in the first phase of the Serenbe Farmettes.

Discussion

The applicant seeks a rezoning of 44.8 acres to expand the Serenbe Hamlet. The plan shows six residential lots that are roughly 1.5 acres each, two of which are only partially on the subject property and partially on other Serenbe property already zoned HM-MU.

The plan also shows a zoning district buffer of 60 feet along the western boundary. The code requires a minimum of 150 feet of buffer, so the applicant has also requested a variance for a buffer reduction.

Zoning Action Review Standards

According to Section 1.5.9 of the Zoning Ordinance, the Director, the Planning Commission and the City Council shall consider the following standards governing the exercise of the Zoning power whenever deliberating over any changes to the Official Zoning Map pursuant to this Zoning Ordinance.

An Equal Opportunity Employer

1. Whether the Zoning Proposal will result in a use which will or could cause an excessive or burdensome use of utilities, public facilities or Schools;
2. Whether the Zoning Proposal will result in a Use which will or could cause City Thoroughfares or transportation facilities to be unable to meet the transportation policies of the Comprehensive Plan due to excess traffic congestion;
3. Whether the Zoning Proposal is in conformity with the policy and intent of the Comprehensive Plan;
4. Whether there are other existing or changing conditions affecting the use and Development of the Property which gives supporting grounds for either approval or disapproval of the Zoning Proposal.
5. The existing uses and Zoning of nearby Property;
6. The extent to which Property values are diminished by their particular Zoning restrictions;
7. The extent to which the possible reduction of Property values of the subject Property promotes the health, safety, morals or general welfare of the public;
8. The relative harm to the public as compared to the Hardship imposed upon the individual Property owner;
9. The suitability of the subject Property for the Zoning proposed;
10. Consistency with any adopted county and City wastewater treatment plans, including the feasibility and impacts of serving the Property with public wastewater treatment service and, if an alternative wastewater treatment method is proposed, whether such wastewater treatment method will have a detrimental impact on the environment or will negatively affect other public concerns;
11. The length of time the Property has been vacant as zoned, considered in the context of land Development in the vicinity of the Property;
12. Whether the Zoning Proposal will permit a use that is suitable in view of the use and Development of adjacent and nearby Property;
13. Whether the Zoning Proposal will adversely affect the existing use or usability of adjacent or nearby Property;
14. Whether the Property to be affected by the Zoning Proposal has a reasonable economic use as currently zoned;
15. In instances involving district expansion, whether the proposed change is supported by the Home Owner Associations or official neighborhood associations within the expanding district; and
16. In instances involving Developments of Regional Impact, whether the proposed change is supported by ARC and/or GRTA.

Further Review

Staff will provide further analysis along with a set of recommended conditions ahead of the public hearings.

Concept Plan

A concept plan must be approved by the City Council before any development can occur on the property. The application materials submitted with the rezoning application indicate the intended use of the property. Staff expects a formal concept plan application will be included on the June City Council agenda along with the public hearing for this rezoning proposal.

Additional Action

The Planning Commission will hold a public hearing on this application on Thursday, May 13th at 6:30 p.m. The public hearing before the City Council is scheduled for June 1st.

This is a first read only

Attachments:

Rezoning Ordinance
Application materials

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP TO
REZONE 44.8 ACRES FROM THE RL (RURAL) DISTRICT TO THE
HM-MU (MIXED-USE HAMLET) DISTRICT**

WHEREAS, Serenbe CH Properties, LLC is the owner of certain property within the City of Chattahoochee Hills, Georgia; and

WHEREAS, Serenbe CH Properties, LLC has submitted an application to rezone approximately 44.8 acres from RL (Rural) District to the HM-MU (Mixed-Use Hamlet) District; and

WHEREAS, the City has conducted public hearings before the Planning Commission and the City Council; and

WHEREAS, notice has been published in the newspaper and a sign has been posted as required on the property containing the date, time, place and purpose of the public hearing; and

WHEREAS, the Mayor and City Council have approved of the application to amend the zoning map.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHATTAHOOCHEE HILLS HEREBY ORDAINS that:

Section 1: The property described in the attached Exhibit “A” be rezoned to HM-MU (Mixed-Use Hamlet) so that the Serenbe hamlet is expanded;

Section 2: That the within rezoning shall become effective upon its adoption; and

Section 3: All other ordinances or parts of ordinances in conflict with this rezoning are hereby repealed to the extent of such conflict.

ORDAINED this the X day of X, 2021.

Approved:

Tom Reed, Mayor

Attest:

Dana Wicher, City Clerk
(Seal)

LEGAL DESCRIPTION

SERENBE MEADOWS REZONING

44.79 AC

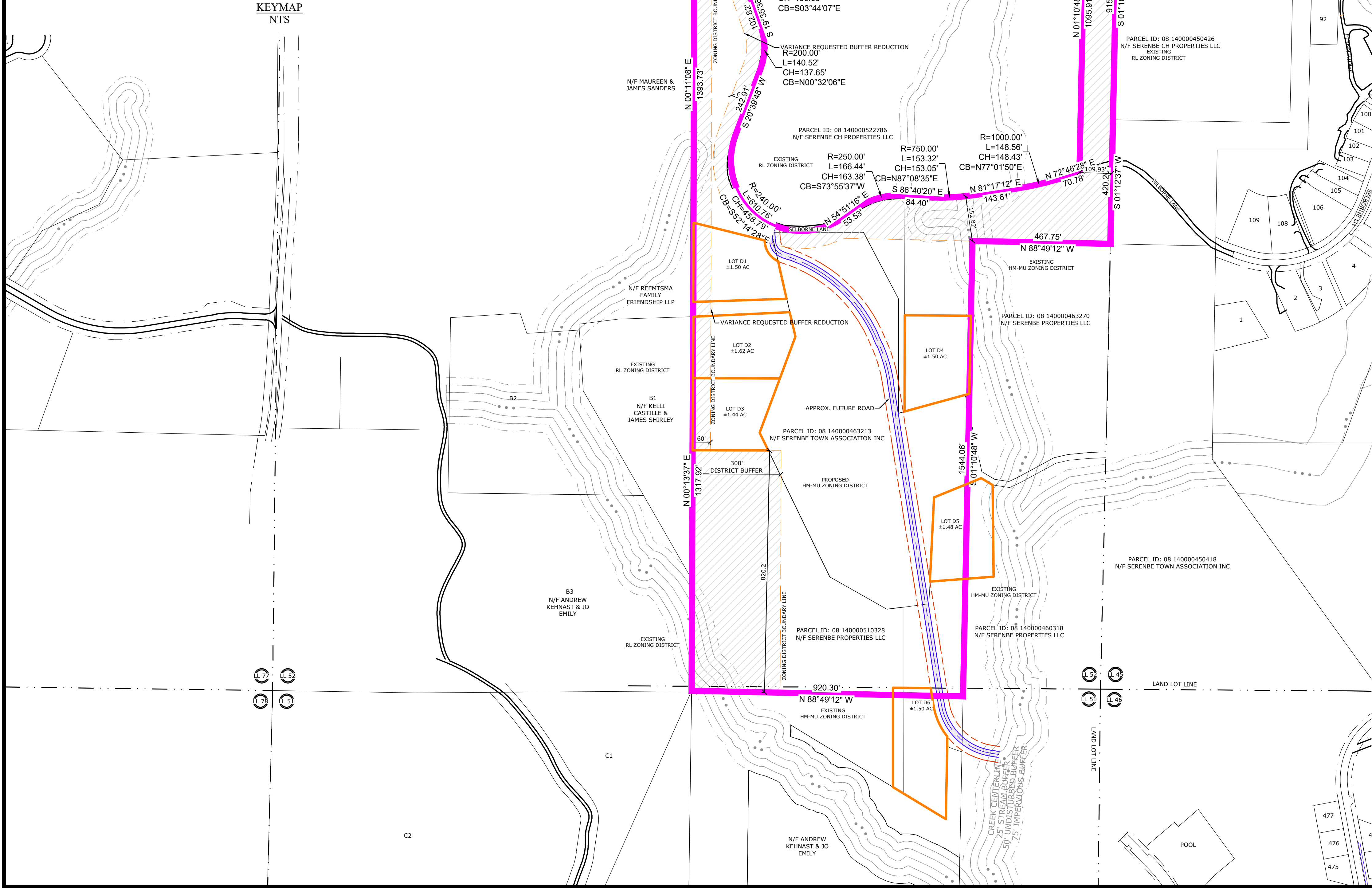
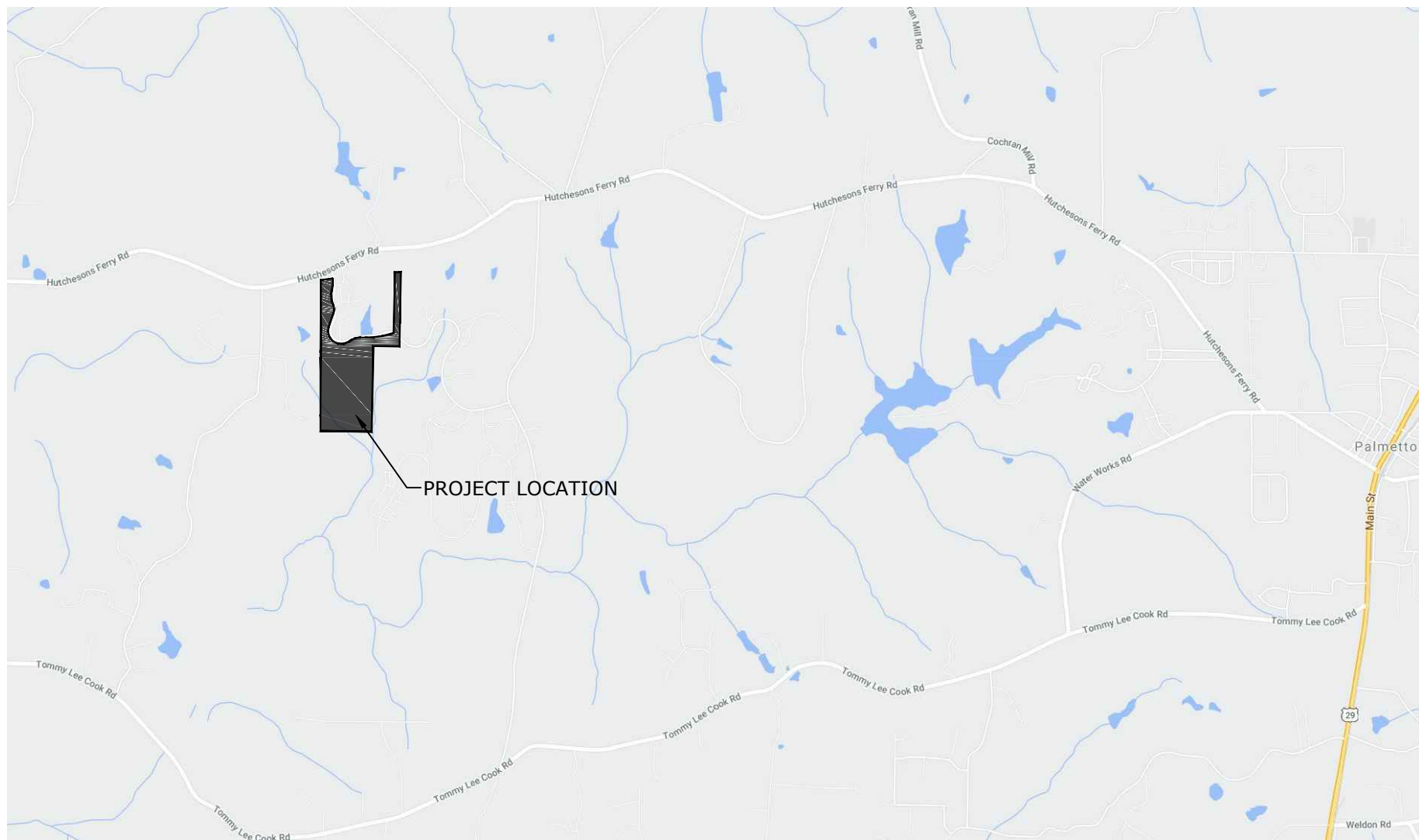
All that Land Tract or Parcel lying in Land Lots 52 and 51, 8th District, within the City of Chattahoochee Hills, Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of Land Lots 52, 53, 44, and 45; THENCE proceeding SOUTH 01 DEGREE 10 MINUTES 48 SECONDS WEST a distance of 915.00 feet to a point; THENCE proceeding SOUTH 01 DEGREE 12 MINUTES 37 SECONDS WEST a distance of 420.26 feet to a point; THENCE proceeding NORTH 88 DEGREES 49 MINUTES 12 SECONDS WEST a distance of 467.75 feet to a point; THENCE proceeding SOUTH 01 DEGREE 10 MINUTES 48 SECONDS WEST a distance of 1,544.06 feet to a point; THENCE proceeding NORTH 88 DEGREES 49 MINUTES 12 SECONDS WEST a distance of 920.30 feet to a point; THENCE proceeding NORTH 00 DEGREES 13 MINUTES 37 SECONDS EAST a distance of 1,317.92 feet to a point; THENCE proceeding NORTH 00 DEGREES 11 MINUTES 08 SECONDS EAST a distance of 1,393.73 feet to a point; THENCE proceeding NORTH 83 DEGREES 30 MINUTES 06 SECONDS EAST a distance of 215.73 feet to a point; THENCE proceeding along a curve to the right, an arc distance of 125.16 feet, said curve having a radius of 350.00 feet and being subtended by a chord bearing SOUTH 01 DEGREE 52 MINUTES 43 SECONDS WEST and a chord distance of 124.49 feet to a point; THENCE proceeding SOUTH 12 DEGREES 07 MINUTES 23 SECONDS WEST a distance of 132.99 feet to a point; THENCE proceeding along a curve to the left, an arc distance of 138.39 feet, said curve having a radius of 250.00 feet and being subtended by a chord bearing SOUTH 03 DEGREES 44 MINUTES 07 SECONDS EAST and a chord distance of 136.63 feet to a point; THENCE proceeding SOUTH 19 DEGREES 35 MINUTES 36 SECONDS EAST a distance of 102.82 feet to a point; THENCE proceeding along a curve to the right, an arc distance of 140.52 feet, said curve having a radius of 200.00 feet and being subtended by a chord bearing SOUTH 00 DEGREES 32 MINUTES 06 SECONDS WEST and a chord distance of 137.65 feet to a point; THENCE proceeding SOUTH 20 DEGREES 39 MINUTES 48 SECONDS WEST a distance of 242.91 feet to a point; THENCE proceeding along a curve to the left, an arc distance of 610.76 feet, said curve having a radius of 240.00 feet and being subtended by a chord bearing SOUTH 52 DEGREES 14 MINUTES 28 SECONDS EAST and a chord distance of 458.79 feet to a point; THENCE proceeding NORTH 54 DEGREES 51 MINUTES 16 SECONDS EAST a distance of 53.53 feet to a point; THENCE proceeding along a curve to the right, an arc distance of 166.44 feet, said curve having a radius of 250.00 feet and being subtended by a chord bearing NORTH 73 DEGREES 55 MINUTES 37 SECONDS EAST and a chord distance of 163.38 feet to a point; THENCE proceeding SOUTH 87 DEGREES 00 MINUTES 02 SECONDS EAST a distance of 11.47 feet to a point; THENCE proceeding SOUTH 86 DEGREES 40 MINUTES 20 SECONDS EAST a distance of 84.40 feet to a point; THENCE proceeding along a curve to the left, an arc distance of 153.32 feet, said curve having a radius of 750.00 feet and being subtended by a chord bearing NORTH 87 DEGREES 08 MINUTES 35 SECONDS EAST and a chord distance of 153.05 feet to a point; THENCE proceeding

NORTH 81 DEGREES 17 MINUTES 12 SECONDS EAST a distance of 143.61 feet to a point; THENCE proceeding along a curve to the left, an arc distance of 148.56 feet, said curve having a radius of 1,000.00 feet and being subtended by a chord bearing NORTH 77 DEGREES 01 MINUTE 50 SECONDS EAST and a chord distance of 148.43 feet to a point; THENCE proceeding NORTH 72 DEGREES 46 MINUTES 28 SECONDS EAST a distance of 70.78 feet to a point; THENCE proceeding NORTH 01 DEGREE 10 MINUTES 48 SECONDS EAST a distance of 1,095.91 feet to a point; THENCE proceeding SOUTH 88 DEGREES 48 MINUTES 37 SECONDS EAST a distance of 110.02 feet to the intersection of Land Lots 52, 53, 44, and 45 and the POINT OF BEGINNING.

Said parcel contains 1,951,251 square feet or 44.79 acres.

FILE NAME: I:\CUSTOMERS_ PROJECTS\1254 Serenbe Land Co, LLC\1254-21-047 Prom Field Road\Eng\Prelim\1254-21-047-C-PLAN-SITE.dwg PLOT STYLE: SEI-BASE-M.cab PLOT DATE: 4/7/2021 USER: CHRIS OSHEA



SITE DATA

OWNER/DEVELOPER: SERENBE CH PROPERTIES, LLC
9110 SELBORNE WAY SUITE 210
PALMETTO, GEORGIA 30268
PHONE: (770) 463-2609

ENGINEER/SURVEYOR: SOUTHEASTERN ENGINEERING, INC.
2470 SANDY PLAINS ROAD
MARIETTA, GA 30066
PHONE: 770.321.3936

BOUNDARY: VARIOUS
TOPOGRAPHY: VARIOUS

SITE AREA: 44.8
NUMBER OF LOTS: 6
BUILDING SETBACKS: FRONT: 0'
SIDE: 0'
REAR: 0'

AREA OF SUBDIVIDE: N/A
DENSITY: 6 LOTS / 44.8 ACRES = 0.13 UNITS PER ACRE
FLOOD INFO: THIS SITE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0438F, DATED 09-18-13.

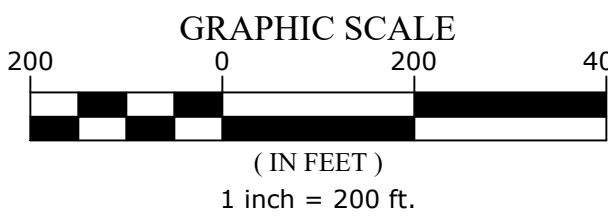
EXISTING ZONING: RL
DEVELOPMENT STANDARDS:

PARKING SPACES REQUIRED: N/A
PARKING SPACES PROVIDED: N/A

TELEPHONE PROVIDER: COMCAST
600 GALLERIA PKWY SE
ATLANTA, GA30339

NOTES:

1. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH THE CITY OF CHATTAHOOCHEE HILLS STANDARDS AND SPECIFICATIONS.



SEI

SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road Marietta, Georgia 30066
417 Selborne Way Sandy Plains, Georgia 30086
www.seengineering.com

PROJECT OWNED/DEVELOPED BY:

SERENBE CH PROPERTIES, LLC

9110 SELBORNE WAY SUITE 210
PALMETTO, GEORGIA 30268
PHONE: (770) 463-2609

24 HOUR CONTACT INFORMATION
JENNIFER LANDERS (678) 409-5170

CONCEPT PLAN

SERENBE MEADOWS REZONING

PROJECT LOCATED AT:
LL. 51 AND 52, 8TH DISTRICT
CHATTAHOOCHEE HILLS, GEORGIA 30268
FULTON COUNTY

ISSUED FOR:
REZONING

Project No.: 1254-21-047
Designed By: CLO
Issue Date: 04/07/21

C1.1.1

8mi

Know what's below.
Call before you dig.

DATE

REVISION DESCRIPTION

No

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2470 Sandy Plains Rd
Marietta, GA 30066
Phone (770) 321-3936
Fax (770) 321-3935
info@seengineering.com

April 7, 2021

Mike Morton
City of Chattahoochee Hills
6505 Rico Road, Suite A
Chattahoochee Hills, Ga. 30268

RE: Serenbe Meadows Rezoning
Narrative Description

The application consists of a portion or entirety of four separate parcels to expand the HM-MU district, with total rezoning lot area of 44.8 Acres.

The 44.8 acre assemblage is along the Selborne Lane Public Access Easement to the north and east. The property is bordered to the north by pastures within the general area of Serenbe Inn in the RL district owned by Serenbe CH Properties LLC. To the West of the subject area is land owned by several land owners within the RL Zoning District. To the South are existing Serenbe undeveloped lots and open space within the HM-MU District. To the East is existing RL vacant land on the northernly portion and vacant land within HM-MU on the southernly portion. The parcels(s) is undeveloped and partially wooded and irregular shaped.

The concept plan included in the submittal is to divide portions of the parcels identified into 6 individual lots and rezone a portion or all of said parcels as indicated. The result will be 6 individual lots varying in size approximately 1.5 Acres in size, an access easement for future road and remaining land be open space. Utilities and driveways will be extended to the individual lots.

It is the intent of this application to include the variance of the required zoning district buffer between RL and HM-MU Zoning district adjacent boundaries. The variance requested is to provide a minimum 60-foot buffer/ setback between all adjacent RL and HM-MU shared boundaries and expanding to a 300-foot buffer between adjacent lands as shown on the included site plan.

Christopher O'Shea, PE
Southeastern Engineering, Inc.



2470 Sandy Plains Rd
Marietta, GA 30066
Phone (770) 321-3936
Fax (770) 321-3935
info@seengineering.com

April 07, 2021

Mike Morton
City of Chattahoochee Hills
6505 Rico Road, Suite A
Chattahoochee Hills, Ga. 30268

RE: Serenbe Meadows Rezoning
Letter of Intent

Dear Mike,

SEI is submitting this application for a rezoning on behalf of Serenbe CH Properties, LLC. The subject property is within Land Lots 51 & 52 of the 8th District, inside the City of Chattahoochee Hills, Fulton County. The subject properties are currently zoned RL. The proposed zoning is HM-MU. The subject properties have frontage along Selborne Road. The proposed rezoning matches the surrounding HM-MU category of the Serenbe community. A concept plan is included for the proposed development and shall be part of this application. Please refer to the supporting documents for more information. If you have any questions, please feel free to call.

Sincerely,

Christopher O'Shea, PE
Southeastern Engineering, Inc.

Serenbe Meadows Rezoning Application

The current rezoning application is in harmony with the policies and intent of the Zoning Ordinance and Comprehensive Plan. The requested rezoning will not result in harm to the health, safety, or welfare of the general public and particularly not to adjoining property owners. The appropriateness of this rezoning application and the constitutional assertions of the Applicant are more particularly stated and set forth below and are made a part of this application by reference.

Appropriateness of Application and Constitutional Assertions

The refusal to approve the rezoning requested will result in a taking of the Applicant's valuable property rights in violation of the just compensation clause of the Constitution of Georgia 1983, Article 1, Section 3, Paragraph 1 and the just compensation clause of the Fifth Amendment to the United States Constitution. Further, such refusal to approve the requested rezoning discriminates in an arbitrary, unreasonable, capricious, and unconstitutional manner between the Applicant and the owners of similarly situated property in violation of Article 1, Section, Paragraph 2, of the Constitution of the State of Georgia and in violation of the equal protection clause of the Fourteenth Amendment of the United States Constitution. Additionally, such refusal to approve the requested rezoning would constitute a gross abuse of discretion and would constitute a violation of the Applicant's rights to substantive and procedural due process as guaranteed by the Constitution of the State of Georgia 1983, Article 1, Section 1, Paragraph 1, as well as the Fifth Amendment and Fourteenth Amendment to the United States Constitution.

Any approval of the rezoning request subject to conditions which are different from the conditions requested by the Applicant, to the extent such different conditions would have the effect of further restricting the Applicant utilization of the subject property would also constitute an arbitrary, capricious, and discriminatory act and would likewise violate each of the provisions of the State and Federal Constitutions set forth hereinabove. The refusal to approve this requested rezoning would result in a real, substantial, and significantly detrimental hardship to be borne by the Applicant without any corresponding public benefit or legitimate connection to public health, safety, morals, and general welfare. The community at large would not be affected by the approval of the requested rezoning.

PUBLIC PARTICIPATION PLAN

Serenbe Meadows Rezoning

In Accordance With Chattahoochee Hills Ordinance

This Public Participation Plan is submitted as required by the Zoning Ordinance of Chattahoochee Hills. The Plan is attached and incorporated as a part of the Applicant's Use Permit application.

1. Property owners, Homeowners Association (HOA), etc. within one quarter-mile of the subject property will be identified, using Fulton and Coweta County GIS information. No political jurisdictions would be affected outside of the City of Chattahoochee Hills by the current rezoning application.
2. Interested parties will be notified by either certified mail or email. Serenbe has a significant database of residents within the community.
3. A meeting would be offered to interested property owners, prior to the City Council hearing. The likely location for the meeting would be onsite, so that the proposed impacts can be explained to any participants. The date is to be determined.
4. Per requirements, the Public Participation Report shall be provided to the City of Chattahoochee Hills a minimum of seven days before the City Council hearing. Said report shall contain information required per city ordinance.



6505 Rico Road Chattahoochee Hills Georgia 30268

MAYOR
Tom Reed

CITY COUNCIL
Ruby Foster
Richard Schmidt
Laurie Searle
Alan Merrill
Troy Bettis

CITY MANAGER
Robert T. Rokovitz

www.chatthillsga.us

(770) 463-8881

Fax (770) 463-8550

Date: May 4, 2021
To: Mayor and City Council
From: Mike Morton, Community Development Director
Subject: Serenbe Meadows buffer variance – First Read

This is a first read only. No action at this meeting

Variance Request

Steve Nygren, on behalf of Serenbe CH Properties, LLC has requested a variance to reduce the required district buffer from 150 feet to 60 feet.

Property Description

The property is 44.8 acres in four parcels that lie west of the Serenbe hamlet and south of the Inn at Serenbe . It has about 1400 feet of frontage along the gravel portion of Selborne Lane. It is zoned RL and is vacant except for the wastewater drain fields for the hamlet. Small streams run through the southwest and northeast corners of the property

To the east and the south, the property borders the Serenbe hamlet, zoned HM-MU. To the west the property borders residential properties zoned RL, Rural, including a 33 acre lot that fronts Hutcheson Ferry Road and two of the lots in the first phase of the Serenbe Farmettes.

Discussion

The applicant is currently seeking a a rezoning of 44.8 acres from RL to HM-MU to expand the Serenbe Hamlet. The plan shows a zoning district buffer of 60 feet along the western boundary. The code requires a minimum of 150 feet of buffer, so the applicant has requested a variance for a buffer reduction.

Zoning Excerpt

Sec. 35-272. - Buffers.

(a) *Buffer areas to be provided.* Buffer areas shall be provided in accordance with the provisions of the following subsections:

- (1) *Amount.* The minimum amount of required buffer areas shall be as set forth in Table [35-272](#). In case of conflicting buffer dimension requirements, the largest buffer requirement shall be considered the effective buffer dimension requirement.

[Table 35-272 requires district buffers to have a minimum width of 150 feet and an average width of 300 feet]

Variance Criteria

Section 35-116(b)(3) of the City of Chattahoochee Hills Zoning Ordinance states that:

- 3 The City Council may authorize Variances from the terms of this Zoning Ordinance only upon making all of the following findings:
 - a. There are extraordinary and exceptional conditions pertaining to the particular Property in question because of its size, shape or topography;
 - b. The application of this Zoning Ordinance to the particular piece of Property would create an unnecessary Hardship;
 - c. Such conditions are peculiar to the particular piece of Property involved;
 - d. Such conditions are not the result of any actions of the Property owner; and
 - e. Relief, if granted, would not cause substantial detriment to the public good nor impair the purposes or intent of this Zoning Ordinance.

Additional Code:

- *Section 35-71 of the zoning ordinance defines hardship as “The existence of extraordinary and exceptional conditions pertaining to the size, shape, or topography of a particular Property, because of which the Property cannot be developed in strict conformity with the provisions of the Zoning Ordinance.”*

Further Review

Staff will provide further analysis along with a set of recommended conditions ahead of the public hearings.

Additional Action

The Planning Commission will hold a public hearing on this application on Thursday, May 13th at 6:30 p.m. The public hearing before the City Council is scheduled for June 1st.

This is a first read only

Attachments:

Rezoning Ordinance
Application materials

**AN ORDINANCE FOR A VARIANCE TO THE REQUIRED ZONING
DISTRICT BUFFER**

WHEREAS, Serenbe Properties LLC is the owner of certain property within the City of Chattahoochee Hills, Georgia located on Selborne Lane, more specifically described in the attached Exhibit “A”; and

WHEREAS, Serenbe Properties LLC has submitted an application for a variance to the zoning district buffer requirements found in City Code Section 35-272 to eliminate the district buffer, as shown on the attached Exhibit “B”; and

WHEREAS, the City has conducted two public hearings, one before the Planning Commission and the second before the City Council; and

WHEREAS, notice has been published in the newspaper and signs have been posted as required on the property containing the date, time, place and purpose of the public hearing; and

WHEREAS, the Mayor and City Council have approved of the application for a primary variance.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHATTAHOOCHEE HILLS HEREBY ORDAINS that:

Section 1: A variance to Zoning Ordinance section 35-272 for the following property described in the attached Exhibit “A” and Exhibit “B” be issued so that the district buffer is reduced to 60 feet, and

Section 2: That the within variance shall become effective upon its adoption; and

Section 3: All other variances, ordinances or parts of ordinances in conflict with this variance are hereby repealed to the extent of such conflict.

ORDAINED this the X day of X, 2021.

Approved:

Tom Reed, Mayor

Attest:

Dana Wicher, City Clerk
(Seal)

LEGAL DESCRIPTION

SERENBE MEADOWS REZONING

44.79 AC

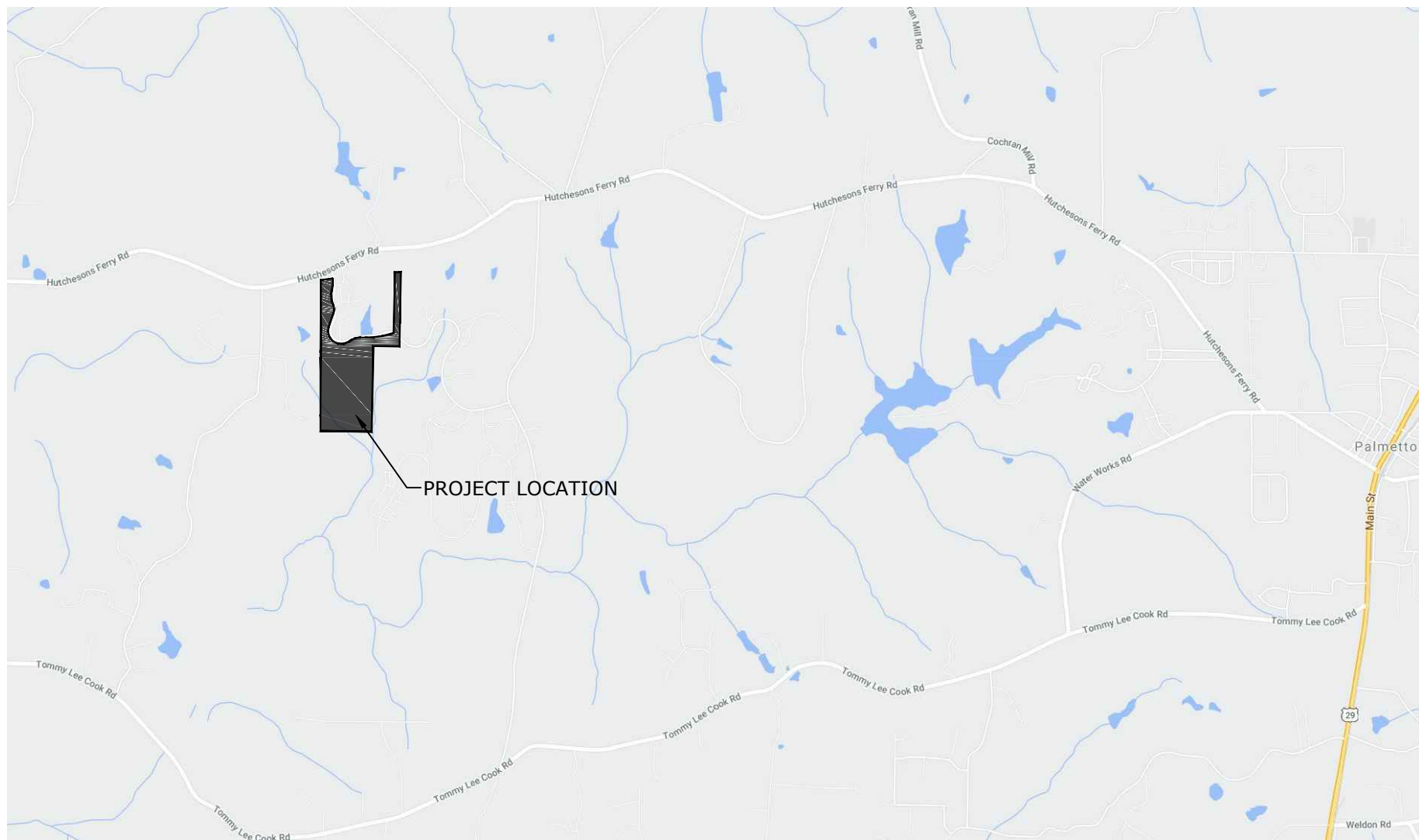
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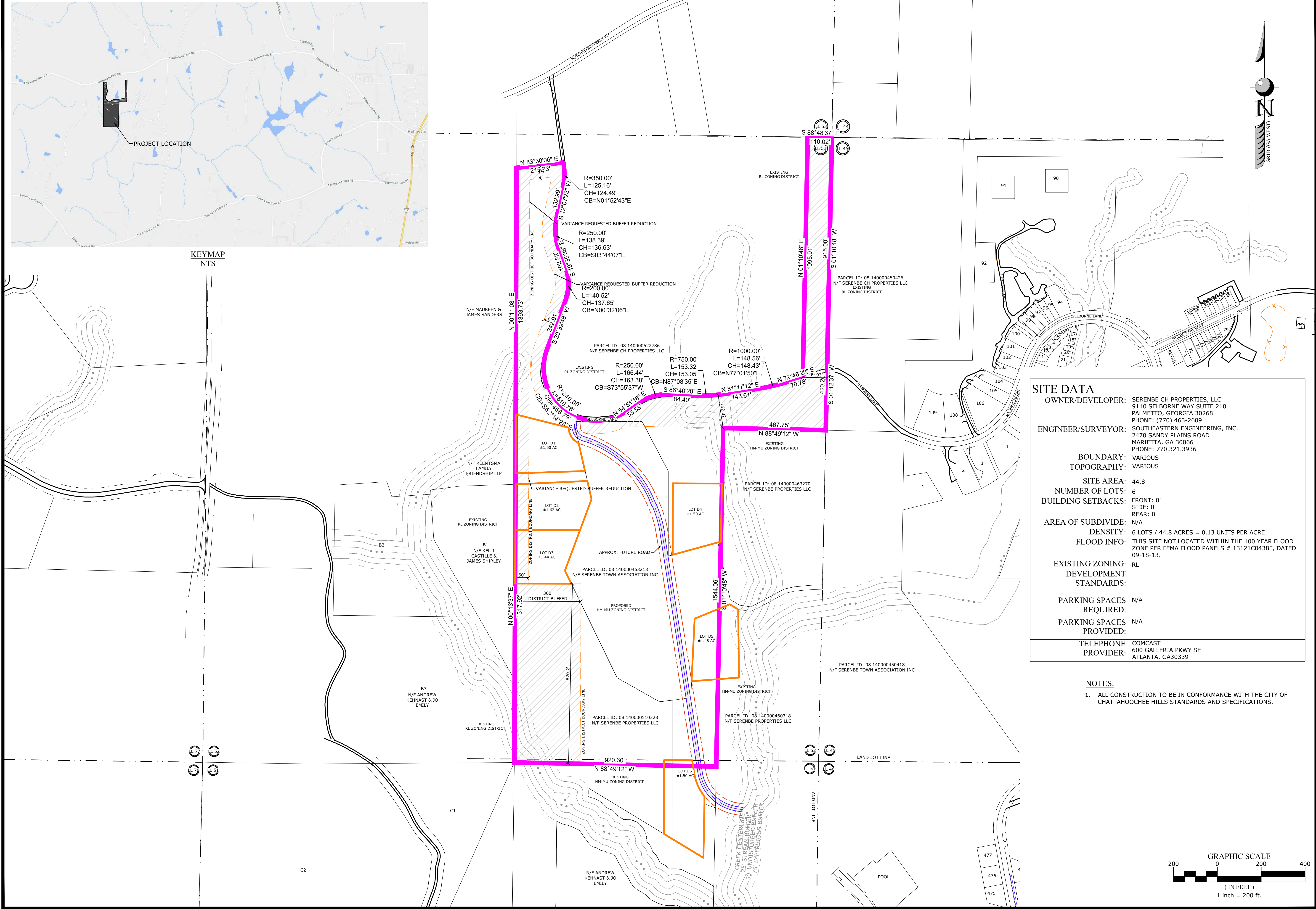
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FILE NAME: I:\CUSTOMERS_ PROJECTS\1254 Serenbe Land Co, LLC\1254-21-047 Prom Field Road\Eng\Prelim\1254-21-047-C-PLAN-SITE.dwg PLOT STYLE: SEI-BASE-M.cbt PLOT DATE: 4/7/2021 USER: CHRIS OSHEA



KEYMAP
NTS

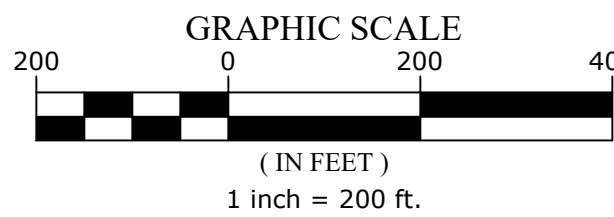



SITE DATA

OWNER/DEVELOPER:	SERENBE CH PROPERTIES, LLC 9110 SELBORNE WAY SUITE 210 PALMETTO, GEORGIA 30268 PHONE: (770) 463-2609
ENGINEER/SURVEYOR:	SOUTHEASTERN ENGINEERING, INC. 2470 SANDY PLAINS ROAD MARIETTA, GA 30066 PHONE: 770.321.3936
BOUNDARY:	VARIOUS
TOPOGRAPHY:	VARIOUS
SITE AREA:	44.8
NUMBER OF LOTS:	6
BUILDING SETBACKS:	FRONT: 0' SIDE: 0' REAR: 0'
AREA OF SUBDIVIDE:	N/A
DENSITY:	6 LOTS / 44.8 ACRES = 0.13 UNITS PER ACRE
FLOOD INFO:	THIS SITE NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE PER FEMA FLOOD PANELS # 13121C0438F, DATED 09-18-13.
EXISTING ZONING:	RL
DEVELOPMENT STANDARDS:	
PARKING SPACES REQUIRED:	N/A
PARKING SPACES PROVIDED:	N/A
TELEPHONE PROVIDER:	COMCAST 600 GALLERIA PKWY SE ATLANTA, GA30339

NOTES:

1. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH THE CITY OF CHATTAHOOCHEE HILLS STANDARDS AND SPECIFICATIONS.





SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road Marietta, Georgia 30066

417 Selborne Way Sandy Plains, Georgia 30086

www.seengineering.com

No	REVISION DESCRIPTION	DATE

PROJECT OWNED/DEVELOPED BY:
SERENBE CH PROPERTIES, LLC

9110 SELBORNE WAY SUITE 210
PALMETTO, GEORGIA 30268
PHONE: (770) 463-2609

24 HOUR CONTACT INFORMATION
JENNIFER LANDERS (678) 409-5170

CONCEPT PLAN


SERENBE MEADOWS REZONING

PROJECT LOCATED AT:
LL. 51 AND 52, 8TH DISTRICT
CHATTAHOOCHEE HILLS, GEORGIA 30268
FULTON COUNTY

ISSUED FOR:
REZONING

Project No.: 1254-21-047
Designed By: CLO
Issue Date: 04/07/21

C1.1.1



Know what's below.
Call before you dig.

THE UTILITIES SHOWN HEREON ARE FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO VERIFY EXISTING UTILITY CAPACITY PRIOR TO INITIATING DESIGN. THE ENGINEER MAKES NO GUARANTEES, NEITHER EXPRESSED OR IMPLIED, REGARDING EXISTING UTILITY LOCATION, CAPACITY OR CONDITION.



2470 Sandy Plains Rd
Marietta, GA 30066
Phone (770) 321-3936
Fax (770) 321-3935
info@seengineering.com

April 7, 2021

Mike Morton
City of Chattahoochee Hills
6505 Rico Road, Suite A
Chattahoochee Hills, Ga. 30268

RE: Serenbe Meadows Rezoning
Variance Compliance Statement
Zoning Buffer Variance

Dear Mike,

SEI is submitting this application for a variance on behalf of Serenbe CH Properties LLC. Following is a statement of variance compliance within the Zoning Ordinance as required for the application.

- A. There are extraordinary and exceptional conditions pertaining to the particular Property in question because of its size, shape or topography.
The particular property's topography and vegetation lends the natural subdividing of land as presented in the concept plan submitted.
- B. The application of this Zoning Ordinance to the particular piece of Property would create an unnecessary Hardship
The rezoning of this land and its geometry is shown on included plans. There will be a hardship with a zoning district buffer of 300 feet with making the proposed lots difficult to develop. The all adjacent lands are within the Serenbe Community with the exception of the parcel to the Northernly West, at such location no development is proposed.
- C. Such conditions are peculiar to the particular piece of Property involved
This particular conditions with this piece of Property is it lies adjacent to Serenbe owned Property which is the same development nature of the property with variance, which buffer requirements would not be required with future similar zoning and/ or like development.
- D. Such conditions are not the result of any actions of the Property owner
The conditions are a result of the nature of the land, and not the actions of the property owner.
- E. Relief, if granted, would not cause substantial detriment to the public good nor impair this purposes or intent of this Zoning Ordinance
The relief will increase the public good and not impair the purpose nor intent of the Zoning Ordinance.

Sincerely,

Christopher O'Shea, PE
Southeastern Engineering, Inc.