City Council of Peachtree City
Minutes of Meeting
August 17, 2006
7:00 p.m.

The City Council of Peachtree City met Thursday, August 17, 2006, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions

Mayor Logsdon recognized Claudia Stapleton of the Police Department for 20 years of service. Joel Logan of Information Technology was recognized as the Employee of the Month. JoEllen Carter of the Fayette/Starr's Mill Chapter of the Daughters of the American Revolution accepted the proclamation for Constitution Week.

Minutes

Rutherford moved to accept the July 20, 2006, regular meeting minutes; the July 20, 2006, special called meeting minutes – 6:30 p.m.; the July 31, 2006, special called meeting minutes; and the August 3, 2006, regular meeting minutes as written. Boone seconded. The motion carried unanimously.

Consent Agenda

1. **Consider Official Intent Resolutions**
2. **Consider Master Lease Agreement – Draw #2**

Logsdon said there had been a request to take Item #1 off the Consent Agenda. Rutherford said it did not need to come off the Consent Agenda, but she did have some questions. Rutherford asked Finance Director Paul Salvatore to explain the resolutions in Consent Agenda #1. Salvatore said that the items had been approved and were included in the budget. The City was not committed to do, or to use, the lease-purchase just because the resolutions were approved. If a cash payment was made up front, the official intent resolution had to be approved within 18 months in order to finance the items and reimburse the City. Staff wanted to have the option open to finance the items, and that was the way the financing had been approved in the budget. Rutherford asked if staff was required to come back for Council approval. City Attorney Ted Meeker said staff would have to bring the items back to Council. Salvatore added that Item #2 on the Consent Agenda was a request for Draw #2 on the master lease agreement. Rutherford clarified that approving the resolutions did not give staff unlimited access to finance items, and that Council would have to approve any draws. Salvatore said that was correct.

Rutherford said that, during the budget process, it had been discovered that the City was paying debt service on items never purchased. She did not want to borrow money if it was not needed, and she would not vote on anything that allowed that to happen again. Salvatore said any time there was a draw (Consent Agenda #2), staff would come to Council first so Council could see what the draw was for and for how much.

Rutherford asked Salvatore to explain Item #2. Salvatore said the City had paid cash from the cash reserves for the items. The draw was to reimburse the City and to put money back in the cash reserves. Boone noted the items included the pumper, LifePak 12, asphalt paver, and the skid loader. Rutherford asked where the cash came from. Salvatore said the cash came from cash reserves, and the money from the draw would replace the money borrowed from the cash reserves. Rutherford noted that the budget had a specific amount listed for the cash reserves. She asked if that figure was based on the reimbursement. Salvatore said the figure was set with the intent of returning the money. He noted that was why the budget detail showed what the cash reserves were used for, and the amount left that was unreserved. To have the true cash reserve amount, the money had to go in the fund.

Rutherford said she still had a problem financing a $23,000 piece of equipment. Plunkett asked why the City had not paid cash. Salvatore said it was the way the equipment was passed in the 2006 budget. During the discussion at Retreat, he said the threshold for financing capital equipment had increased to $100,000 before buying the equipment on a lease. The City would have to use additional cash reserves to pay for the equipment now. Rutherford asked what the interest on $25,000 would be. Salvatore said he did not have the breakdown; the interest was approximately four percent. Rutherford asked if Council could postpone the vote until Salvatore came back with answers. Plunkett said taking the money from cash reserves, putting it back, and paying an extra $6,000 in interest did not make a lot of sense. Rutherford agreed. Boone said the financing was part of the balanced budget.

Rutherford asked how long the City would pay the four percent debt service. Salvatore said it was four percent for four to five years, depending on the equipment. He said the smaller equipment was usually financed for four years. Larger items, such as the pumper, would be financed for five years. The details were in the PIP budget, which noted how long each item was financed. The police vehicles were financed for four years, the mobile data terminals were financed for five years, and the emergency pre-plan software was financed for five years. Rutherford said that, according to the amortization schedule, the City would pay $57,000 to borrow $495,000. She understood why the $400,000 item was on debt service, but not the smaller items. There was not an easy answer, and it was bothersome that the first $3.5 million in the budget was reserved for debt. Logsdon said it bothered him that the City was spending out of the cash reserves, since it was there for unforeseen expenses. Salvatore said the City was not spending the cash reserves, but was borrowing against it. Logsdon said he understood. Rutherford said she also understood, but it did not make sense to put the money into cash reserves rather than paying cash.

Boone asked if there would be any penalty to pay off a debt early with any excess funds at the end of the year. Logsdon said that was just moving money around. Kourajian asked Salvatore how much interest the money in the bank earned. Salvatore said the money was currently earning five percent, so it was earning a little bit higher than the cost of borrowing the money. He added that the rate changed daily. Kourajian noted that the City was actually gaining money if the debt service was four percent. Salvatore said the savings rate had been earning a little higher interest than what the City was borrowing. Kourajian noted that the City was earning an extra percent of interest. Salvatore noted the City was not doing this for leverage. Kourajian said his point was that the City was earning money right now, but it would probably eventually break even.

Rutherford moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

New Agenda Items

08-06-07 Public Hearing – Consider Variance, 101 Bowfin Bay

Logsdon noted there were additional documents on the dais – page 2 of the staff position paper that was left out of the electronic agenda packet and an e-mail from a resident opposing the variance.

Property owner Steve Zaubi said that the property had three front yards based on the City's definition of a residential front yard. His lot was bordered by Skiff Trace, Bowfin Bay, and McIntosh Trail. The zoning ordinance imposed more onerous setback requirements that greatly restricted the use of his property. He had replaced an old split rail fence with a six-foot privacy fence, which also provided security, in the same location. He added that he had three young children, and the six-foot fence provided added security for the children as well as noise abatement. He had gotten no negative feedback from his neighbors. He asked Council to grant the variance.

No one spoke for or against the variance.

City Planner David Rast said that Zaubi's situation was a bit peculiar based on previous fence variances. Zaubi's property was bordered on two sides by residential streets and by a neighborhood collector on a third side. The zoning for the neighborhood required a 30-foot front building setback. The Zaubis built an addition to the home that was located right at the 30-foot building setback line. The fence ordinance allowed fences in the front setback if it was less than four feet high and at least 50% of the fence was visible, such as a picket fence. Rast said when Zaubi came in for the building permit, he stated the fence would be four feet tall on the building application. The Building Department noted on the building permit that there had to be 50% visibility. Rast said when the fence was installed, it was six feet in height, and the fence came out from the house and into the front setback. The fence went along the property line, which was also the right-of-way for McIntosh Trail. The six-foot fence would be allowed on the 30-foot setback line. Rast showed photos of the house and the fence.

Rast continued that staff recommended the variance not be approved. Previous Councils had been very careful in not granting variances to the fence ordinance. There were a lot of homes with frontage on more than one public street. Council had to consider setting precedence. Rast said Council might want to consider the fence location along McIntosh Trail since the area was heavily wooded and not visible from the street. Based on the stipulations in the ordinance, Rast said staff did not recommend approval.

Kourajian asked for clarification regarding the Building Department notes on the permit application. He asked if it was only noted on the permit, or if someone spoke to Zaubi. Rast said that when the permit was submitted, the applicant had written on the application that the fence would be four feet height and would replace the initial four-foot fence. The plans examiner wrote the visibility stipulation on the permit. There was also an attachment that outlined the requirements based on the ordinance. Kourajian asked if Zaubi would have understood the requirements if he had picked up the permit. Rast said he would have.

Rutherford noted that Zaubi never picked up his permit. Plunkett asked if there was a fine for not picking up the permit. Zaubi said it was true he never picked up his permit. The fence replaced a four-foot split rail fence, and his mistake was he thought he could replace one fence with the other in the exact location. The six-foot fence was actually a bit behind the four-foot fence location. The City Code Enforcement Officer informed him he was in violation. At that point, Zaubi said he went to the Planning Office, consulted the City ordinances, and proposed a four-foot fence in the exact location. Zaubi said he called Rast and told Rast he felt he met the criteria for a variance. Zaubi said Rast agreed with him. Zaubi said Rast told him he met the three criteria for a variance. Zaubi continued that Rast had visited his property and Rast called him later to say he would support a variance request. Zaubi said that Rast told him it was a peculiar situation because few lots had three front yards, and a hardship would be imposed since the use of the property would be greatly reduced. Zaubi stated there had been no intention to violate the ordinance, and said he apologized for not doing things correctly. Rutherford questioned Zaubi's veracity. Zaubi reiterated he had not known that he could not replace the existing fence with a six-foot fence. He clarified that he learned he could request a variance after the fence was built. Rutherford said he still built a six-foot fence without a permit, and that was a violation. Zaubi added that he had not applied for the permit until after the fence was built.

Boone asked Rast if he had that conversation with Zaubi. Rast said the conversation was not exactly as Zaubi described. Rast said he did mention variances for similar situations. His recollection was that he told Zaubi staff would not support the request. Staff looked at how the variance applied to the property's zoning and the ordinances. It was Council that granted the variance. Rast said he did mention the situation was peculiar, and that he could plead his case to Council. Rast said that Zaubi made several points in his application in support of the variance. However, based on the actual fence ordinance and how staff looked at variance requests in the past, staff did not recommend approval.

Kourajian asked why McIntosh Trail was considered as a front yard. Rast read the definition of multiple frontage lot: *Any lot having a property line adjacent to more than one public street right-of-way or private street shall be deemed a multiple frontage lot. Any rear or side setback that also fronts on a public street right-of-way or private street shall have a setback depth equal to the minimum front setback depth specified for the appropriate zoning district.* Kourajian noted that many homes at the entrances to subdivisions would have three front yards. Rast said many lots had platted greenbelts adjacent to the road, but that was not considered a front yard. Rutherford asked what the 10-foot landscape easement shown on the drawing meant. Rast said he understood that, when Fishers Bank was developed, the landscape easement went along McIntosh Trail, then turned and went up Peachtree Parkway. The developer planted a lot of the underbrush to provide a buffer between the roads and the homes. Rutherford asked if the property owners could cut that down, or if it meant anything now. Rast said the City had not allowed any clearing in the past, but that did not mean people had not cleared the area, which required Code Enforcement to go in.

Kourajian asked about the criteria for two front yards. Rast said there still had to be a 30-foot setback along Skiff Trace. Even though the side of the house faced the corner, the front building setback line was applied to the public street because it was a multiple frontage lot.

Rutherford asked for a timeline. She said, when she read the information, it appeared that Zaubi had applied for the fence permit, never picked it up, and built the fence. That was not the situation she was hearing. Rast said his understanding was the permit was applied for, never picked up, and the fence was installed; however, he might be wrong.

Rutherford asked Zaubi when he applied for the building permit. Zaubi said he applied for the permit after Code Enforcement told him he was in violation. He went to the Planning Office, and another employee told him his only option was to apply for a variance. Zaubi said he never would have proceeded with the variance request, due to the expense, if he had not been convinced by Rast that Council would approve it. He noted that the fence did not impede or impair a driver's visibility. Rutherford said she wanted the timeline to confirm that Zaubi built the fence without a permit because he did not know he needed one. Zaubi said it was his word against Rast's, but he would not have proceeded with the variance if he had not believed he met the criteria for a variance. Kourajian said the issue was also aesthetics. People did not want to see row after row of fences when pulling into a subdivision. Zaubi said he would landscape the area, and the fence would become less visible.

Meeker clarified that Zaubi had already built the fence when he sought the permit. Zaubi said the fence was almost completed when Code Enforcement knocked on his door. Meeker asked how much construction was left when he sought the permit. Zaubi said the fence was finished except for the staining. Meeker asked Council to look at the copy of the permit in the agenda packet. He noted that application was dated June 5, 2006, with an estimated construction time of five weeks (July 10). Meeker said the variance application was filed on July 7.

Plunkett clarified that Zaubi thought he was going to have to replace the six-foot fence with a four-foot fence, which would have taken about five weeks, so he filled out the building permit application. In the meantime, he decided to apply for a variance. Zaubi said that was correct.

Kourajian said safety was a concern as well as aesthetics. He could not support a six-foot fence.

Rutherford moved to deny the variance for 101 Bowfin Bay for the six-foot fence. Boone seconded. Zaubi asked if it would affect all sides of the fence. Rutherford said it was for Skiff Trace and McIntosh Trail. Council agreed. The motion carried unanimously.

08-06-08 Consider Variance, 210 Prospect Park

Carl Lange of Group VI Corporation, the applicant, addressed Council. He explained that Group VI had recently completed an office and warehouse expansion for Alternate Energy Systems, 210 Prospect Park. The existing building was expanded out 40 feet. A site plan had not been required. The drawings of the existing building showed that the building was parallel to the property line and outside of the 50-foot setback. The assumption was the building was parallel to the property line. Near completion, they went to the City to find out what was needed for a certificate of occupancy. At that time, a site survey was done. When the survey was completed, they realized the building was slightly askew and, as a result, the expansion extended six inches into the 50-foot rear building setback. Lange continued there had been no intention or misunderstanding in advance of doing that. He added that the adjacent property to the rear was a vacant building. The parcels to the left and right were Plastikos, Inc., and Ultimate Energy.

Rutherford clarified that the site survey was not done until after the building was extended. Lange said they submitted an architectural drawing because it was such a simple expansion.

Logsdon asked when the existing building was constructed. No one knew the answer, but thought it was around 1994.

No one spoke in favor of, or against, the variance.

Rast said that the architectural drawing showed the property line and the existing building, then a small addition on the side. The expansion came off the existing building to form the corner, and the construction started after that. Staff felt the expansion would be out of the 50-foot setback. During the review of the asbuilts, staff found that one corner encroached into the building setback six inches. The building superintendent had formed the building on the existing building. Rast said he checked with the Building Department, and they had no issues with the encroachment into the setback. He said staff recommended approval. Rast noted that an administrative variance would not apply to this situation since it dealt with new construction, rather than correcting an existing situation with an older building.

Rutherford asked why a survey was not done before the expansion was built. Building Official Tom Carty said that buildings with a straight-line addition with a 90-degree corner did not require a survey. He continued that normally the City would get an asbuilt and record the asbuilt. He added that, neither the building inspector, nor he, had picked up the fact that the building was canted. The builder brought the survey in and voluntarily stopped construction. Carty said it was really an honest mistake. If the job had been other than a straight line along the property line, a survey would have been required.

Rutherford noted this was the second time this had happened within the last six months. She said a home on Braelinn Court had used an old survey, and the new survey showed they were in trouble. They now had a new building they would probably have to tear down. She asked if there was a consistent policy. Carty said there was a consistent policy. If there were a foundation survey on the property at all, the City would work with that measurement. There was no reason that should not be done. The Braelinn Court house did not have a foundation survey, so one was required. Rutherford said if a survey had been done beforehand, the problem would have been noticed.

Logsdon noted that Council had to consider whether or not the circumstance was peculiar to the property involved. Logsdon said it was peculiar. Rutherford said the property was square. Plunkett added she did not see anything unique.

Kourajian said it did not matter if the encroachment was six inches or six feet. He asked Lange if they would consider asking the adjacent property owner for a land swap for the six inches. He understood the applicant's position, but asked where Council should draw the line. He urged the applicant to see if there could be a land swap with the owner behind him. Lange said the lot was not square, and the rear property line was straight. Rutherford said the decision was made to build the expansion without a survey. The next time it could encroach eight inches into the setback. Whether it was six inches or four feet, the mistake could be honest. That was the reason for written rules. She would not support the request whether it was six inches or 10 feet.

Logsdon disagreed. He said that the request fit the three criteria for granting a variance. He felt the situation was peculiar. Rutherford said the applicants would not be in the position if they had measured before they built.

Lange noted that his company had built over 200 buildings in his 12 years with the company. He had submitted the plans for 20 buildings to the Planning Department, and this was the first time they had ever had a building go over the property line or a setback. The encroachment did not impact the adjacent properties in any negative way. There was a 50-foot wooded buffer. Each variance request should be looked at individually based on the merits. Logsdon agreed with Lange and with staff.

Boone asked if the setback area was wooded. Lange said it was wooded. Rutherford said that was immaterial. It was a 50-foot setback.

Kourajian said the situation did not meet the three criteria and reiterated his suggestion that the applicant look into a land swap.

Rutherford said there was a set of criteria for all properties, and the measurements were not checked. Logsdon said this was a special circumstance and was peculiar to the property since the original building was not square. It would create a hardship on the applicant since the choices were either to tear it down or buy more property. The encroachment was not an intentional act to violate the ordinances. Plunkett agreed with Logsdon that the act was not intentional. She said if the adjacent property owner refused to sell or swap the six inches of land, then there might be an unnecessary hardship.

Lange said the reality was it would be a $100,000 to $200,000 change. The expansion was a pre-engineered metal building. Changing it would be a significant undertaking. The process for acquiring six inches of land from the adjacent landowner would basically shut down business for however long it took to negotiate the sale or land swap.

Boone said that would be a hardship. There would be a monetary hardship if the building had to be torn down. The neighbor might not want to sell six inches, which was a risk the business owner would have to take. Rutherford noted that the property was not peculiar, and most buildings were not square on a lot. Council was not there to ensure they would not have to pay for their mistake. It did not meet the three criteria.

Rutherford moved to deny the variance for 210 Prospect Park. Kourajian seconded. The motion carried 3 (Kourajian, Plunkett, Rutherford)-2 (Logsdon, Boone).

08-06-09 Consider Step One Annexation Request from Peachtree East Shopping Center

Rick Lindsey, attorney for GDC Properties, Inc., the property owner, addressed Council. He noted that the Step One annexation request was the process in place just to get approval to submit an annexation request. Approval would also allow staff to work with the property owner on the formal application.

Lindsey continued that the tract was just under 18 acres in size on the northeastern portion of the City, and the shopping center was built in 1995. There were no anticipated plans or changes to the site. His clients bought the shopping center in December 2005 and approached him regarding annexation in April. The application was filed in July, and the amended application was turned in on August 10. Lindsey said that the owners wanted to be part of the City and wanted improved public safety services. The center had two large restaurant sites. The Italian Oven occupied one site. There was no contract yet for the building formerly occupied by Fuddrucker's, but there had been some interest. Only one of the potential tenants sold alcohol. He added that the tax calculation was approximately $194,000. Lindsey said he talked to Fire Chief Stony Lohr and Police Chief James Murray about the impacts on their departments. They did not expect increased crime or increased medical or fire calls, but the incidents that did occur would be reported to the City rather than the County. The shopping center was closer to the City's fire stations, and the response would be quicker. The City had responded to many calls in the shopping center. Lindsey said the owner was amenable to discussing the proposed cart bridge over GA 54 and having the bridge come down on shopping center property. They would ask for LUC Limited Use Commercial zoning. It would be difficult to meet the requirements for GC General Commercial, since the buffers were a little shy of the City's requirements. There was also a cell tower on the property. The owners were willing to discuss the wall signage.

Kourajian asked Chief Murray how the proposed annexation would affect his department. Murray said his department responded to emergencies if the County was not available due to the mutual aid agreement with the County. Those calls did not take into account shoplifting, accidents, or other events that took place in commercial establishments. He added his real fear was if someone bought the mobile home park, took out the trailers, and put in more residential or commercial. Kourajian asked how far the sewer extended. Rast said the sewer system was extended to serve the shopping center. The mobile home park was also on sewer.

Kourajian said there was nothing obvious to keep the request from moving forward, but there were many things he wanted to know. He wanted information on setbacks, crime statistics, the square footage of Publix, landscaping, and parking. Kourajian said he would not support anything that did not support the City's standards. Kourajian and Rutherford asked for five years of crime statistics and emergency calls.

Kourajian moved to approve the request for the Step One annexation request from Peachtree East Shopping Center. Plunkett seconded. The motion carried unanimously.

08-06-10 Consider Operating Procedures for Indigent Defense Program

Administrative Services Director/City Clerk Jane Miller said that the state legislature adopted a statewide Indigent Defense Program last year to ensure all defendants had access to adequate legal defense. There was a caveat that, if a municipality provided a program that complied with state law, the entity could opt out the statewide program. The City had a program for many years that complied with state law, but it was not a written procedure. To-date, this year, the City had spent $19,000. The state's program would cost a minimum of $48,000 annually. Miller said the City could provide the service in a more cost efficient manner and had attorneys in place. In order to comply with the state requirements, Council needed to adopt the resolution.

Kourajian asked how the City knew the policy complied. Miller said the municipal court judge and the city attorney had reviewed the program. Meeker added that they had compared the City's program to the state guidelines and the judicial circuit guidelines. Kourajian asked why the state's program cost more. Miller said the City would be supporting the entire cost. The City's only cost now was to pay the defense attorneys directly. The City's court staff was in place.

Kourajian moved to approve the Indigent Defense Operating Procedures for the Peachtree City Municipal Court and to sign the resolution. Boone seconded. The motion carried unanimously.

08-06-11 Consider Parking Restrictions on Petrol Point (north of GA 54)

City Engineer Dave Borkowski said that staff recommended Council approve the proposed parking restriction on Petrol Point. He said the City had received many calls from businesses about the parking on the street and in the business parking lots. While the City could not do anything about the students using the business parking lots, staff had evaluated the sight distances on the street. There was no good place to park on the street.

Boone asked if McIntosh High School had adequate parking. Borkowsi said he did not know. Logsdon, who had visited the school earlier in the day, said the school was short on parking for golf carts. Rutherford noted that it was not the City's responsibility to provide parking. The students had parked in that area for years, even before the golf cart parking lot was built.

Kourajian said he supported getting the parked cars off the street. He asked Borkowski if the businesses could put up signage in their parking lots. Borkowski said they could, and staff had advised that. Kourajian said the City did not have a responsibility to provide parking to the schools. He asked if the City would be legally responsible if it allowed the carts to park on the street until there was a solution. Meeker said the answer was yes. The problem had been identified, so the City had some liability. The effective date could be delayed, but there would still be some liability.

Boone asked if anyone had talked to the school. Borkowski said not yet, but he had planned to talk with Mike Satterfield at the Board of Education. He said the problem would only get worse. Boone said the businesses in the area had complained for years.

Rutherford asked where students could park on the street. Borkowski said they could park on the south side of Prime Point. The restricted areas were marked with yellow paint. Rutherford said there had always been complaints, but there used to be only a few golf carts. When the age to drive carts was dropped to 15, the issue had gotten more serious and the golf cart parking lot was built. She said they also needed to look at Prime Point. The carts were parking on the corner by Ashley Glen. Logsdon said they would turn the corner and park down Stevens Entry.

Plunkett said the City should talk to the Board of Education first. It would be good community relations to work on the problem together. She realized that student parking was not the City's responsibility, but felt a call should be made. She asked why this was on the agenda when that had not been done yet. Rutherford said she understood that the students could park in Holy Trinity's parking lot during the week, and the church used the school parking lot on the weekends.

Chief Murray said he had spoken with the school resource officer, and there were currently 40 openings in the golf cart parking lot. People did not want to pay for a permit to park a golf cart. The students also parked along the cart path in the wooded areas. He continued that Dr. Perlman's office was busy, as was the Huddle House and Dr. Johnson's office. The traffic had gotten heavier. The delivery trucks could not get through when there were cars and golf carts on both sides of the street and neither could the City's fire trucks. He reminded Council that the City helped build the golf cart parking lot at the school.

Logsdon noted that Plunkett and Meeker had made good points. There were probably approximately 40 carts parked along Petrol Point that could park at the school. Borkowski recommended that parking be prohibited on both sides of Petrol Point. Kourajian asked if enforcement could be delayed until September 15, so the City could call the Board of Education so they could make arrangements. It was a major safety issue. Plunkett suggested making the ordinance effective on September 15 and putting up signs.

Kourajian moved to approve the amendment to Chapter 78 of the City Code of Ordinances prohibiting parking on Petrol Point effective September 15, 2006. Boone seconded. Plunkett said that the City should speak to the school principal and the Board of Education before anything was done. The motion carried unanimously.

08-06-12 Consider Energy Performance Contracting

Public Services Director Tom Corbett said staff recommended Council approve a letter of commitment to Trane to perform a detailed energy audit for the City for an amount not to exceed $82,100 ($16,500 for the test and balance of City Hall's HVAC and $65,600 for a detailed energy audit). Trane had completed the preliminary study, which was very thorough. The estimated energy savings was $1.3 million over 10 years. The City would spend that money regardless. Corbett continued that staff proposed spending the money up front on improved energy efficient equipment, which would save on rising energy costs and pay a dividend after 10.3 years. The next step was to flesh out the details of the preliminary study. Corbett read the following sentence from the proposed letter of commitment: *In the event the Trane team does not meet the projections in our preliminary proposal, Peachtree City will have no obligation to pay any fees or move forward with this project.* Corbett said the City would be well-served, with energy costs tracking as they were, to make energy efficiency part of the planning and the work done in the facilities. The City could not ignore the costs any longer.

Rutherford questioned if the City would have paid the $82,000 whether the City moved forward or not with the recommendations. Doug Hennen of Trane explained that the City would not pay anything until after the detailed audit was received. If the preliminary projections were met, and the City decided not to go ahead with the changes, then the City owed Trane the fee. If the projections were not met, then the City would not owe anything.

Kourajian asked how long it would take to make the projections. Hennen said it would be another two months. Part of the projections included the detailed mechanical design drawings for City Hall. City Hall had a lot of old equipment. The projected energy savings would offset the capital expenditure that would have to be made anyway. Rutherford asked whether the City had detailed energy drawings for City Hall. McMullen noted that the City had existing drawings that were not necessarily accurate because the designs were not followed when City Hall was built.

Kourajian asked Hennen to clarify the process. Hennen said the projection was that the City would save just under one million kilowatts per year. Trane would put that into a document with specific information on how to save the energy. When the changes were in place, the City would save money. The detailed study was for further engineering to validate the recommended changes. The two-month time frame gave Trane the time to gather the information, finalize numbers, get the drawings, and put the contract together. The intent was to meet the 10.3-year payback. When Trane came back with the details and validation, the company was due the money if the City decided not to move forward.

Boone said there had been some success in larger buildings due to replacing duct works and vents. He asked if the duct works and vents would also be replaced. Hennen said no. They were looking specifically at the equipment. There were capacity problems at City Hall. The equipment was not designed adequately for the load.

Kourajian asked when the City would start paying. McMullen said the assumption was that the project would be financed, whether with the Bricks & Mortar loan or some other vehicle. Rutherford said the City would spend $100,000 on debt service rather than on energy. Hennen said it would be a very customized program. The primary objective had been to address the City Hall mechanical system, so the preliminary audit had focused on City Hall. There were other needs that would pay for themselves in other buildings, such as replacing older lighting and plumbing fixtures. The City could continue to spend the money on utilities, or put the money into the buildings, which made more sense.

Plunkett asked if the potential savings took into account things such as the rate structure the City might fall under with the various utilities. Hennen said that was part of the savings. They would make sure the City knew about, and applied for, any special rates.

Plunkett moved to adopt the energy performance contract not to exceed $82,100 out of the PIP contingency. Kourajian seconded. The motion carried unanimously.

Council/Staff Topics

Plunkett asked if a decision had been made concerning the improvements at the Walt Banks Road/Peachtree Parkway intersection. McMullen said that staff was working with the state on the project management agreement, which was the first step, then would start working on the RFP for the design. The improvements would be turn lanes, not lights, per Council's guidance. Plunkett asked when construction would begin. McMullen said it would take two and one-half to three years. Rutherford asked if a crossing guard was working at the intersection during the morning and afternoon hours. Chief Murray said no. It would be October 1, and they also had to recruit and train someone. He was currently short two crossing guards. Kourajian noted that Council had put aside money to pay for a crossing guard at the intersection when school started. McMullen said there was funding to cover the crossing guard. Kourajian and Rutherford noted that they were now short three crossing guards.

Rutherford said she would like an update at a September meeting on the list of positions not filled and how long the positions had been empty. Boone asked if any of the stormwater positions had been filled. Borkowski said they were still trying to find a stormwater manager. There had been no qualified applicants since February. They were looking for someone with stormwater experience who was also a professional engineer (PE). Rutherford asked if it was time to look at changing the money or the qualifications. Borkowski said they were looking at taking out the PE qualification. Rutherford said they should re-visit the whole thing. She asked if the City was the only one having problems filling the position. Borkowski said no. Plunkett noted that it was a relatively new field. Boone said the PE requirement was also tough. Logsdon asked for an assessment on the position by the next Council meeting.

Rast reported that all of the Comprehensive Plan surveys had been returned, and all the data had been input. The information would be presented to the advisory board and the Planning Commission on August 28. He asked that the Council Members also attend. He said it would be approximately a five to 10-minute overview of the survey results. Of the 1,035 surveys mailed out, 488 (48%) were returned. Another 250 to 300 unsolicited surveys had also been returned. Kourajian asked that a reminder about the meeting be sent via the calendar feature in Outlook.

Rast said he also wanted to discuss the Developments of Regional Impact (DRIs) submitted by John Wieland and Levitt & Sons for the West Village on August 28. The Atlanta Regional Commission (ARC) and the Georgia Regional Transportation Authority (GRTA) reviews were moving forward. The DRI applications were submitted at the density the developers wanted. The City was left out of the DRI process and had not had the opportunity for input. A timeline had been established. The way the process worked, the application could be reviewed by the Planning Commission in November. Rast continued that, once GRTA issued notice of decision, the recommendations were binding with the application. If the developer defaulted on any of the road improvements listed in the notice of decision, then the City would be responsible. Rast said this was the first DRI in the City. It was an alarming meeting as the City had little to say in the process. He stated that everyone had to get a grasp on the projects before they got too far down the road. The main intent of the August 28 meeting was to have Wieland and Levitt & Sons present their plans.

Logsdon asked if the DRI had already gone forward with the numbers. Rast said he asked Wieland and Levitt & Sons to bring their plan forward so the City could begin reviewing it. He said the City had not seen anything other than what was presented as part of the Step One annexation application. Rast told Council that he did state, for the record, at the meeting that the City had not decided on the density. He continued that there was some discussion between ARC and GRTA on whether they were wasting their time on the DRI when the City might not approve the annexation. Logsdon asked for clarification on any road improvements if the City did not approve the annexation. Rast explained that if the transportation improvements were adopted as part of GRTA's notice of decision, and the annexation was approved, the City must adopt the transportation improvements. He added that if the density were reduced by more than 20%, then the developers would have to go through the DRI process again. Plunkett asked if that included the 80 acres already in the City. Rast said it did. Plunkett said the City should suggest vehemently that the DRI process be stopped. Rutherford suggested sending a letter to the ARC and GRTA stating the City did not favor the current plans. Meeker noted that, more importantly, there would be a more than 20% reduction in the overall density. Rutherford said they could still meet with the Planning Commission, but the City should let the ARC and GRTA know that Council did not support the current plans.

Rutherford asked for an update on golf cart decals. Miller said that 5,200 had re-registered to-date. The deadline was October 1, with a grace period to October 31. Four of the five mailings had gone out. Rutherford suggested that, when discussing the parking issue, the schools be reminded that the decals had to be updated since it could require another parking permit.

Rutherford moved to convene in executive session for threatened or pending litigation and a personnel issue. Kourajian seconded. The motion carried unanimously.

Rutherford moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Rutherford moved to adjourn. Kourajian seconded the motion. The motion carried unanimously. The meeting adjourned at 10:00 p.m.

Jane Miller
Jane Miller, City Clerk

Harold K Logsdon
Harold K. Logsdon, Mayor

Pamela Dufresne
Pamela Dufresne, Recording Secretary