

City Council of Peachtree City
Meeting Minutes
July 17, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, July 17, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Rosemary Griffin of the Fire Department was recognized as the Employee of the Month. Mayor Fleisch recognized the winners from the July 4th Parade, including Golf Cart – Peachtree City Garden Club, third place; Rambeck Law PC, second place; New Neighbors League, first place. Peachtree City Girls Softball received Most Patriotic honors, and A Better Way Ministries earned Most Creative. The Mayor's Trophy was awarded to the Peachtree City Community Emergency Response Team (PTC CERT), and Peachtree City Sk8s was recognized with the Grand Marshal's Trophy.

Fleisch gave an update on Lake Peachtree, noting that Council had learned the dredging of the lake would not begin until January 2015, with a probable end date in May 2015, according to an e-mail from County Administrator Steve Rapson. A joint press release from the City and the County dated July 3 had incorrectly stated the dredging would be completed by January 2015.

Minutes

Learnard moved to approve the June 16, 2014, workshop minutes; June 17, 2014, workshop minutes; and the June 19, 2014, regular meeting minutes as written. Ernst seconded. Motion carried unanimously.

Monthly Reports

Fleisch noted the Fire Department report for the second quarter was on the dais.

Imker pointed out the Mrosek lawsuit accounted for approximately \$2,700 of the City Attorney's bill for June. He continued the City was spending taxpayer's dollars on what he considered a frivolous lawsuit that he wished would be dropped. The total for this lawsuit was quite significant.

Imker continued that Yamaha had donated a golf cart to the City, including a maintenance cycle with possible replacement in three to four years. The donation was on the Consent Agenda for this meeting for acceptance.

Consent Agenda

1. Consider Bid for Lenox Road Drainage Improvement – Construction 57, Inc.
2. Consider Adoption of Comprehensive Plan – 2014 Partial Plan Update (Short Term Work Program, Capital Improvements Element, and Impact Fee Summary Report)
3. Appoint Alternate to Fulfill Unexpired Term on WASA Board – John Dufresne
4. Consider Budget Amendments – FY 2014
5. Consider Donation of Golf Cart to Police Department from Yahama
6. Consider Acceptance of PTC SK8 as Volunteer Association
7. Consider Development Agreement – Brent West Village
8. Consider Amendment to Building Ordinance – Swimming Pool Drains
9. Consider Agreement on Governance of the Fayette County Development Authority

Fleisch noted there were staff memos on the dais for Consent Agenda items 5 – 9.

Imker moved to take item 7, the Brent West Village development agreement, off the Consent Agenda for discussion. Learnard seconded. Motion carried unanimously.

Imker moved to approve Consent Agenda items 1 – 6, 8, and 9. King seconded. Motion carried unanimously.

7. Consider Development Agreement – Brent West Village

Imker asked staff for more information on this agenda item, asking for background on the issue, where the development was, and the implications of any commitments of the City.

City Attorney Ted Meeker said the development agreement recited the zoning conditions that were imposed when the property was annexed, noting the 403-acre parcel (known at that time as the Levitt tract) had been annexed in 2007. Following the annexation, a lawsuit disputing the annexation was filed by a resident. The annexation was upheld by a Georgia Supreme Court ruling in November 2011. The economy had played a role since that time in delaying development.

Imker asked why the property had three different names. Meeker explained that Levitt & Sons planned to develop the property and applied for the annexation. Brent West Village had owned the property continuously throughout the process. Brent Scarbrough was one of the principals in Brent West Village. Imker noted this property was close to Kedron Drive, where the extension of MacDuff Parkway would connect to get to SR 74,

Meeker continued that the development agreement confirmed the zoning conditions and made them part of the deed records. Over the years, parties did not know certain conditions were part of a development. Actually recording the agreement as a part of the deed record put the property owner, including all subsequent owners, on notice of what the conditions for approval were for a particular development.

Imker asked why Wieland's part of the westside annexation apparently had a successful agreement finalized, while this one did not. Meeker said he did not believe either developer had signed the development agreement. Both annexations were approved, and the development agreement was a condition of approval. Rather than filing the agreement during the lawsuit and possibly having the annexation overturned, the decision was made to hold off on signing the agreements. The annexation had been upheld. Technically, the Brent West Village agreement had been approved in 2007 when the City Council approved the annexation and zoning for the tract. Given the length of time, staff felt it was prudent for the current Council to ratify the development agreement rather than just having the Mayor sign it.

Imker asked why both agreements were not done at the same time. Meeker said Wieland had not presented their agreement to the City yet. Once the lack of finalized agreements had been discovered, Brent West Village was quick to get the development agreement signed and delivered to staff so it could be added to the next meeting agenda.

Imker asked what the implications were if the agreement were not approved. Meeker said that, in 2007, Council made signing and recording the agreement a condition of zoning. If Council did not sign the agreement, it would violate one of the conditions it had imposed. Imker asked if that left the City open for a lawsuit. Meeker said it would.

Imker said his concern was that now both Brent West Village and John Wieland Homes & Neighborhoods needed development agreements signed, and by piecemealing it, they would not capture the entire intent of the westside development with all the conditions, leading to the completion of MacDuff Parkway. He continued that during the rezoning from industrial to residential of the 87 acres just to the east of the annexed area owned by Wieland on May 15, Council had been briefed by Wieland representatives who told Council MacDuff Parkway would be completed in 17 months. He had heard there was some resistance to that obligation now.

Imker said he would rather vote on both development agreements at the same time so Council could understand the commitment by both parties.

Imker asked Meeker if there were any legal implications from considering both agreements at the next meeting. Meeker said he did not believe there were any. Meeker continued if Imker was talking about revising the agreements to include an additional condition or time limitation that would have significant legal implications. Imker said that was what he wanted.

Imker said he wanted a commitment from both developers, he wanted to tell them what would happen if the road was not completed, and he wanted to do that at the next meeting. He said Wieland's representative had implied both developers were committed to the completion of MacDuff Parkway in 17 months. Imker believed it would be 2016 before the road was done. Meanwhile, the developers had the ability to add another 400 homes on MacDuff Parkway without completing the road. He wanted both developers to commit to completing the road by October 2015. Imker asked Council to continue the agenda item until the next meeting. He was trying to protect the citizens' interests.

Fleisch verified that the verbiage concerning MacDuff Parkway was the same in both development agreements, adding she did not see a time limit in the agreements. Meeker said there were no time limits, but the road was tied to certificates of occupancy for the homes. Fleisch said they could not get certificates of occupancy until MacDuff Parkway was completed, which should cost approximately \$8 million. She noted homes on the Scarbrough tract could not be sold until the road was completed, which should be the driving force for getting the road done.

King said that only 100 certificates of occupancy would be issued for the Wieland rezoning until the road was completed. The developer could build 1,200 homes, but no one could live in them until the road was finished. It behooved the developer to finish MacDuff Parkway.

Imker said he was trying to use good management and oversight techniques to get a commitment from both parties at the same time at the next meeting, saying Wieland led Council to believe the Parkway would be completed in 17 months. Otherwise, they should tell Council what the true timeline was.

Fleisch said there was a lot in the development agreement she did not like, but it had been approved by a previous Council.

Learnard agreed with Imker that both developers should come before Council to discuss the road completion at the next meeting, but she felt postponing a decision on the development agreement did not give Council any leverage.

King pointed out there was nothing that said the road would not be completed in 17 months.

City Engineer Dave Borkowski gave an update on the road completion, saying they were around the 60-day point in the 17 months. Staff had received plans from Wieland for its segment of the road, reviewed them, and sent comments back. Staff had not seen the plans yet from Brent West Village for its portion of the road, or for the bridge. Imker pointed out the timeline was at day 62.

Learnard asked Borkowski if he was confident a building permit would be issued in 28 more days. Borkowski said it would depend on when the plans were submitted. Wieland would be resubmitting their portion, and Scarbrough's engineering companies (Rochester and Blue Ridge) still had to submit plans.

Fleisch asked the status of the request to CSX regarding the bridge. Borkowski said the City had not approved the bridge yet. It had to go back through the City process, and he did not know where things stood with CSX.

Imker said he wanted both developers to attend the next Council meeting to give a more detailed outline of the plans for the road. He wanted to keep as close as possible to finishing the road in 2015. It was in everyone's best interests.

Ernst asked Borkowski if he knew why Wieland had not resubmitted the plans yet. Borkowski said he did not, and they had not contacted him.

Fleisch asked who owned the land set aside for the road. Borkowski said he understood Wieland owned the southern portion and Scarbrough owned the northern portion. Fleisch pointed out the road was being built by a private enterprise at the cost of \$8 million. They were applying for the permits, and they could not sell a house until MacDuff was built. If the development agreements were opened back up, the City could end up not getting the road.

Learnard suggested that, as a professional courtesy, she would like for a representative from each developer to attend the next meeting for a detailed update, asking City Manager Jim Pennington to extend an invitation. She did not see a reason to hold off on approval of the development agreement.

Learnard moved to approve Consent Agenda item 7. King seconded. Motion carried 4 -1 (Imker).

Old Agenda Items

06-14-05 Public Hearing – Consider Variance to Water Resources Protection Ordinance, 424 Robinson Road

Senior Planner David Rast addressed Council, saying the 4.6-acre tract was zoned R-43, and the applicant wanted to subdivide the tract into four one-acre lots, each with access to Robinson Road. Toney Martin of Martin Dobson Homes was the applicant for the variance. The proposal met the City's definition of subdivision and required on-site stormwater and water quality protection. He continued that the City's Water Resources Protection Ordinance defined "subdivision" as the following:

Subdivision include all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purposes, whether immediate or future, of sale, gift, or building development and includes all divisions or development of land involving a new street or a change in an existing street. It shall also include resubdivision, the process of subdividing and the land or area subdivided; provided, however, divisions of land into parcels of five acres or more where no new street is involved are not included in this definition.

Section 1006(b)(4)a of the ordinance, which referred to the installation, development, and maintenance of stormwater facilities designed for storage of stormwater runoff in residential subdivisions, stipulated the following:

In residential subdivisions, these facilities shall be located on tracts of land, designated as city-owned greenbelt on the recorded plat, with sufficient area around the perimeter to provide access for maintenance purposes and shall be immediately adjacent to or be provided with an access easement to a public street. The access easement shall provide at least ten feet of width outside of above-ground obstructions including trees, headwalls, weirs, settling basins or other drainage structures.

Rast continued that Section 1006(b)(4)c required the City to maintain those structures.

Rast and Borkowski had been meeting with the applicant over the last month to review the application. Rast said the tract was very long and very narrow. It ran approximately 1,500 linear feet along Robinson Road, and the depth ranged from 120 feet to 180 feet. Once subdivided, Rast said there would be four very long and narrow lots. If the developer complied with the ordinance the number of lots would be reduced, and there would be another maintenance burden for the City's stormwater utility. Staff and the developer looked at having the stormwater facilities located on each lot, with the maintenance being the responsibility of each homeowner.

Rast said staff recommended approval of the variance with the conditions noted, and the addition of a fourth condition for it to be stated on the property deeds and subdivision plats that the homeowner was responsible for maintaining the stormwater and water quality on their lots. The conditions included:

1. *Stormwater and water quality features shall be provided on each lot in accordance with the Water Resources Protection Ordinance.*
2. *To the greatest extent practicable, existing vegetation shall be preserved on each lot to assist in water quality efforts.*
3. *No less than a 30-foot undisturbed buffer shall be provided along the rear property line of each lot abutting the Fetlock Meadows subdivision. Except for perpendicular utility crossings, existing vegetation within this buffer shall be preserved to the greatest extent practicable.*
4. ** The stormwater and water quality features on each lot shall be located within the stormwater easements on each lot. The Final Plat, as well as the Restrictive Deeds and Covenants and the individual deed for each lot shall include language stating that the individual property owners shall be responsible for maintaining the stormwater and water quality feature on each individual lot. (*Wording approved by City Attorney via e-mail on July 21)*

Applicant Toney Martin said the variance would save the City money since the homeowners would maintain the stormwater infrastructure on their lots. The plans would contain the water on the individual properties. A berm would be built on the back of the properties to protect the adjacent homes on the back of the lots.

Imker asked Martin to confirm the width of the building area was 47 feet. Martin said the buildings would have a small footprint, but would be good quality homes. His company believed in protecting the environment, and the homes would be similar to those in the Serenbe community.

Fleisch opened the public hearing.

Vicki Davis noted that she lived off Windgate Road in a two-home subdivision named Smithfield Farm. The original lot had been five acres, and it was subdivided in 1985. They were not allowed to each have a driveway at that time, and they shared a driveway. Davis said she had no problem with the plans, but she asked Council to be consistent with the zoning, saying this was spot zoning along the Robinson Road thoroughfare. She continued that Avalon Park had wanted two to three entrances onto Robinson Road, but were only allowed to have one entrance to the subdivision. Tracts that were not at least three to five acres had to share access to Robinson Road. This plan would put four driveways on four one-acre tracts within 1,500 feet, on a rise that created blind spots. She noted the Phillips/Huddleston families had three homes on five acres with one driveway on Robinson Road, which was what Council allowed.

The public hearing closed.

Imker said Davis had raised an interesting point regarding the driveways, noting that homes along Peachtree Parkway North shared driveways. Rast said property owners on Peachtree Parkway North had to apply for a variance from Council to have a new curb cut. Peachtree Parkway North was considered a scenic road from Flat Creek to Gin Branch.

King asked Rast if driveways were prohibited on Robinson Road. Rast said they were not.

Learnard reminded everyone that Council was not voting on driveways, but on a variance to the stormwater ordinance to allow individual stormwater units on individual lots, as opposed to a stormwater structure to service all four lots.

There was some question as to whether the project would come before Council for a rezoning. Rast said the property was zoned R-43, which had a minimum one-acre lot. A rezoning was not required to subdivide the tract.

Imker asked if there was any ordinance or reason to prevent each lot from having a driveway on Robinson Road. Rast said there was not.

Rast asked Meeker to help with the verbiage for the fourth condition. Meeker said the condition should read, "The applicant should submit language to be placed on the deed to evidence the property owners will be responsible for the stormwater facility maintenance on each lot." The developer should submit the wording for approval.

Ernst asked if the wording would be on the deed for each owner. Meeker said that was why it would be recorded.

King moved to approve 06-14-05 Consider Variance to Water Resources Protection Ordinance, 424 Robinson Road subject to the four conditions stated. Learnard seconded. Motion carried unanimously.

New Agenda Items

07-14-01 Public Hearing – Consider FY 2015 Budget

Financial Services Director Paul Salvatore reviewed the highlights of the FY 2015 proposed budget, beginning with a review of the projected year-end for FY 2014.

The beginning fund balance for FY 2014 was \$11,564,572. The projected General Fund revenues for FY 2014 were \$29,411,774, and the General Fund expenditures were \$30,692,859, for a deficit of \$1,281,085. The ending fund balance was estimated to be \$10,265,487, or 33%.

Additional appropriations of cash reserves for FY 2014 totaled \$1,406,046, including infrastructure improvements, \$644,829; technology (Matrix/Spillman/Enterprise Resource Planning), \$290,000; landscaping/contracting services, \$253,500; SR 54 traffic study, \$25,828; and FY 2013 carryovers, \$122,379.

The proposed General Fund budget for FY 2015 totaled \$32,285,952, a 3.25% increase over the current FY 2014 budget. Department operating budgets were \$28.8 million of the total, \$650,000 was set aside for non-department (general administration) costs, and \$3.4 million would be used for operating transfers, including \$102,000 to the Peachtree City Airport Authority.

Salvatore continued that the revenue issues for the proposed FY 2015 budget included the depletion of the last of the 2005 Special Purpose Local Option Sales Tax (SPLOST) funds, which

would be used for the paving of Crosstown Drive. The Property Tax Digest would remain flat. There was also continued uncertainty concerning the future of Court fines, title ad valorem tax (TAVT) revenues, and the impact of Local Option Sales Tax (LOST) and motor vehicle property taxes. A one mill increase in the Maintenance and Operation (M&O) millage rate was proposed.

Expenditure issues for FY 2015 included the demand for improvements in quality of landscaping services; demand for improvements in upkeep of the path system, roads, and other infrastructure; the need to keep up with the maintenance of City buildings and facilities; and the need to keep up with technology.

Salvatore noted the one mill estimate was \$1,725,000, and would cover landscaping improvements, \$635,000; infrastructure improvements (mainly bridge maintenance), \$200,000; an increase in path maintenance, \$75,000; an increase in street paving, \$717,000; litter removal [Keep Peachtree City Beautiful (KPTCB)], \$45,760; and technology improvements, \$52,240.

The proposed FY 2015 General Fund included 3% to implement the pay/classification/benefits study. Salvatore pointed out the model had always included 2% with no millage increase. The addition 1% would cost approximately \$135,000. The funding for the Public Services Director had been removed from the budget, \$86,000. The Defined Benefit Pension Contribution was also reduced by \$60,000.

The Capital Budget totaled \$1,666,267, according to Salvatore. No major facility improvements were budgeted in the five-year capital budget. The FY 2014 Facilities Bond was moving forward, and the basic facility repair and maintenance would be funded from General Fund resources moving forward. Under Public Works, the Capital Budget included \$200,000 for Citywide bridge maintenance, \$65,350 for street light installations, \$140,000 for truck replacements (dump and pick-up trucks), \$457,000 for new and replacement equipment, and trucks and equipment funded with a five-year lease. Under Public Safety, the Capital Budget included \$520,263 for nine replacement patrol vehicles, \$223,128 to replace Medic Unit 83 (ambulance), and \$50,526 for three Lucas Cardio-Pulmonary Resuscitation machines. All Public Safety items would be funded with a five-year lease.

The bond millage rate would remain at 0.332 mills. Salvatore said debt service supported by General Fund resources totaled \$3,059,016 (facilities bonds and capital leases), which was a decrease of \$96,300 from what was budgeted for FY 2015 in last year's model. The General Obligation (GO) Bond debt service was \$618,845.

Fleisch opened the public hearing.

Frank Artiles asked Council why the City was moving away from outsourcing the landscaping since most cities were moving to contracting out services.

Pennington said staff and Council had discussed the issue extensively. The City had gone through the same contractors the last three years, and they could not do the job or accept the terms set in the contracts. The City was getting bad reviews from the public and staff. It was more expensive to maintain landscaping in-house. One company took care of the landscaping and medians, and another took care of the rights-of-way. Per the contract, the grass was cut twice a month. The time was not scheduled by the City. During certain growing seasons, the contractors were unable to respond in the appropriate time.

Artiles asked if the City had evaluated other contractors. Pennington said the City had only gotten three bids, from the same companies that had been dismissed twice. They were the only

companies that would bid in the City. The names were TruGreen, Brinkman, and ValleyCrest. They had rotated doing different things. Staff has not been satisfied with any of them on any of the tasks.

Artiles said it seemed very strange to bring the landscaping back under the City. He asked whether the poor work was because the contractor was bad or because the job the City wanted was not doable by any contractor. Pennington said the City could not get the same contractors that were available on the northside of Atlanta. Only three companies had ever bid on the contracts, and they had not performed to the levels the citizens wanted. He was not saying they were not good companies, but they did not live up to the City's standards. The terms of the contracts were very specific. One company was dismissed twice within the last two years. Staff had tried to find another company to bid.

Artiles said he was a relative newcomer to the City and he did not have any way to compare the work. The bigger the government, the worse things were. He would continue to be skeptical that City employees with much higher expenses could get better work done than a contractor that had better reasons to economize than the City.

Pennington said he understood Artiles' position. The biggest problem was the contractor did not have ownership in doing the job, and ownership was the key. The City had contractors in other areas. This was one area that had been evaluated, and it was clear it was not working.

Artiles noted that, per the information presented, 1% of salary was equal to \$135,000. He noted the City's payroll was about 40% of the budget, asking how that compared to other cities of the same size. Salvatore said the City provided services, and the majority of the budget was for employees that were needed to provide the services to citizens. It was more capital intensive in the Fire Department and Public Works because of the equipment needed. Pennington said that to have a payroll as 40% of the budget was low. Salvatore said payroll was closer to 60% of the budget in most cities.

Garrett Merkley asked how much was spent on the contractors. Community Services/Interim Public Services Director Jon Rorie said the estimate was \$550,000 for the all three contracts, and the costs in-house would be \$850,000. Merkley noted there were only three bids, asking if there were other companies interested. Pennington said he did not know.

Fleisch closed the public hearing.

Learnard suggested the residents meet with the City Manager to see cities generally cut the budget during tough economic cycles, saying the nice-to-haves were generally cut first. Over time the City started to look poor, and Council started adding things back into the budget. Artiles said he did not accept the vicious cycle argument. There was a 70% increase in the landscaping/mowing budget, which was sizable. When only three companies bid on something, there must be a problem with the outsourcing documents. He did not understand.

Salvatore said there had been numerous e-mails and complaints from people upset about the way things looked. The City always contracted with the lowest bidder, and the bidder was in business to make money, so they found ways cut corners. The City was just reacting.

John Gardner said he was glad the City was taking over the landscaping, saying 50% of the plantings had died. He asked if the landscaping crews had performed maintenance on the facilities during the off-season. Fleisch said they had, and that was part of the problem with the maintenance since the contracting had begun.

King said the contract was basically for six months a year. Bringing the landscaping under the City again would give the City the flexibility to do more with the taxpayers' money.

Imker asked if this public hearing was the only one scheduled for the FY 2015 budget. Salvatore said only one public hearing was required. Imker asked about the one mill rate increase. Salvatore said more advertising would be required, including the five-year tax history and advertising the notices of tax increase. Three public hearings were also required to be held at certain times specified by state law. Two would be held on August 14 (one in the morning and one in the evening), and the last public hearing and the adoption of the millage rate and budget were scheduled for the August 21 Council meeting.

Imker asked Salvatore to explain what a rollback was. Salvatore said any time more tax revenue came in, the millage rate could be lowered, so the City would generate the same revenue as the year before. The rollback would offset the revenue from the increased values.

Tom Brogan asked if Council had ever considered increasing the money available for landscaping to attract more bidders. Pennington said the City had not only done away with the crews, but also some of the equipment, which had to be replaced. The cost for FY 2015 included the equipment. The costs for landscaping would not be as much in future years.

Imker said he wanted to hear all the public input before making his hour-long presentation to Council and the citizens at the end of the third millage rate public hearing. He asked if the City purchased products made in the United States. Rorie said they tried. The Requests for Proposal were sent out, and the quotes came in. Staff evaluated the quotes based on cost, quality, and how well the equipment met the specifications. There were no provisions in the ordinances that allowed staff to distinguish between US or foreign products. Imker said staff should give Council the choices, and he would advocate for what he felt was the right move to make. If there was a business in the City that carried a product, the City should buy from them.

Imker asked if the new Facilities Authority bond would require a rating evaluation. Salvatore said it would not based on his discussion that day with the bond attorney. It would be a private placement as opposed to a public offering, which would need the rating.

Imker noted the City would still pay 0.3 mills for a General Obligation (GO) bond, or \$618,000, in FY 2015. He reminded the residents that bond paid for the Library (approximately \$400,000 annually) and the 1993 Recreation Bond (refinanced in 2003 and costing \$200,000), which would be paid off in a few years. Salvatore said the five-year model showed decrease in the bond millage in either 2018 or 2019.

Salvatore added that, regarding purchasing US products versus foreign products, the ordinances had a provision for brand name purchasing. The National Institute of Governmental Purchasing did not endorse buying from local vendors, although it was politically popular, because they might not be the low bid. If a vendor knew the City's policy was to buy from only from City business and the vendor was the only business that sold a particular product, then price usually went up.

No action was required.

07-14-02 Public Hearing – Consider Variance to Sign Ordinance, Westpark Walk Retail Center, 100 Commerce Drive

Fleisch noted the legal notice did not run in the City's legal organ when required, and asked Council to continue the public hearing until August 7.

King moved to continue 07-14-02 Public Hearing – Consider Variance to Sign Ordinance, Westpark Walk Retail Center, 100 Commerce Drive to August 7. Imker seconded. Motion carried unanimously.

07-14-03 Consider Amendment to Article VIII. Requirements for Streets and Other Rights-of-Way

Rast said the amendment specifically addressed concrete sidewalks. The City did not require nor prohibit sidewalks, only a connection to the closest available cart path. Most of the developments in the City did not include sidewalks. Some of the recent subdivisions in the General Residential zoning districts had included sidewalks during construction. There had been several recent requests from the new development in Wilksmoor Village to include sidewalks.

At the last meeting, staff had asked Council for direction, and Rast said staff was told the City did not want to discourage the installation of sidewalks, but the City did not want to maintain the sidewalks or be held liable for them. Staff researched ordinances from different jurisdictions and looked at several case studies prepared by Georgia Tech for the City of Atlanta. Rast said Atlanta had over 2,200 miles of sidewalks. Staff took the best of the best to create the proposed ordinance.

The ordinance included design, installation, and maintenance guidelines for new sidewalks, as well as language regarding the permitting requirements and location of plant materials. Inspection protocols, bond requirements, and maintenance and repair responsibilities were also addressed. The burden of maintenance and repair would fall on the homeowners association (HOA) or the property owner whose property adjoined the sidewalk. Any new sidewalk would require an encroachment permit. The section of the ordinance dealing with roads had been updated to include sidewalks. The sidewalk locations were required to be shown on construction plans, as well as the ramp locations at corners and crosswalks.

Rast pointed out that, rather than having a piecemeal approach to putting the sidewalks as the subdivision developed, which created gaps in the sidewalk, the ordinance would require construction of the sidewalks as part of the overall subdivision so they would be in place when the final plat was approved. Language regarding the maintenance would be included on the final plat. The sidewalks would be included in the performance bond requirements for the subdivision. After the two-year maintenance period, the City Engineer would inspect the sidewalks, notifying the property owner or HOA if repairs were needed.

Rast said the City Engineer had researched many guidelines that had been incorporated into design and placement of sidewalks, including language regarding what kind of vegetation could be planted along the sidewalks to help prevent the root infiltration that was an issue on the cart paths. Staff did not want to discourage sidewalks, but wanted to establish design and inspection procedures. Staff recommended Council adopt the ordinance as written.

Imker said the proposed ordinance added more regulations.

Fleisch noted that Cedarcroft had sidewalks. Cottage Grove and Albemarle were built in the 1990s and had sidewalks. She asked what happened when repairs were needed to existing sidewalks.

Rast said when there was an issue, those subdivisions notified Public Works. The repairs were done in-house. Public Works had had to replace some sidewalks in Cedarcroft. There were currently no design specifications, with no minimum depth requirement for the concrete. The subdivision was out of the maintenance period, so the City owned and maintained the sidewalks, and a lot of repairs had been required. Fleisch said Cedarcroft did not have an HOA, and Cottage Grove and Albemarle had HOAs that took care of landscaping. Rast said

Centennial had an HOA that maintained landscaping and internal parks, but the City was responsible for the sidewalks. Governor's Row had street trees planted next to the sidewalks, and there had been a lot of issues with raised sidewalks. The subdivision had an HOA, but the City was responsible since the sidewalks were in the right-of-way.

Fleisch had a concern about builders putting down all the sidewalks in the subdivision, then having to tear them up to put in driveways.

City Engineer Dave Borkowski said it would be an added burden on the builder, but they would go to an extra level of care to protect the sidewalks. It would not be impossible. The goal was to keep the sidewalks from having a piecemeal look. He showed an overhead of a subdivision where the sidewalks were not completed throughout the neighborhood. There were large gaps in the sidewalks between homes.

Imker said the ordinance should have been in place decades ago. It would put the onus on the builders and HOA with oversight by Code Enforcement to see the sidewalks were properly maintained without using taxpayer money.

Ernst asked if those subdivisions that already had sidewalks would be grandfathered in. Rorie said the City still owned those sidewalks. Borkowski said the ordinance would be for new subdivisions or for older ones that might decide to add sidewalks.

Fleisch reiterated her concern was laying out the sidewalks first.

Donna Black, a representative from The Gates, LLC, said there was a way to have sidewalks and achieve what Council wanted. The sidewalks should remain optional. She suggested building the sidewalks outside of the right-of-way and having the HOA maintain them so an easement would not be needed for the HOA to maintain them. She continued that sidewalks did not fit well in the right-of-way due to utility location and other issues. When sidewalks were installed before the home construction, 25 feet would have to be cut for the driveways. That concrete would be wasted and would have to go somewhere. Lots were not fully graded when roads went in, which required more mass clearing at the time of development.

Learnard told Black her points were well taken. Sidewalks would still be optional, and the HOA would maintain them. She was not sure whether the ordinance required the sidewalks to be located in the rights-of-way or for them to be completed in the beginning of development.

Rast said there was a two-foot landscape strip behind the back of the curb, then a four-foot sidewalk, which would put them in the right-of-way. Learnard said she did not see how the sidewalks could be taken out of the rights-of-way since they would be that much closer to the house. Rast said the building setbacks in General-Residential zoning were much less than in other residential zonings. Some developments wanted to bring the homes closer to the street, so Rast did not see how the sidewalk could be taken out of the right-of-way, saying the sidewalk would be right at someone's front steps or would push the homes farther back.

Dennis Floyd of Chadwick Homes said there would be tremendous burden to adhere to the ordinance. There were a lot of underground utilities that were never put in on time, which meant tearing up the sidewalks, yards, and driveways. Less government was best. This requirement would increase the expense of everyone who bought a new home, as well as existing homeowners. He was not aware of any repairs made to sidewalks in his subdivisions. If an HOA was going to maintain the sidewalks, Floyd did not understand why the City would be so involved.

Fleisch said part of it was because the City did not have a policy regarding HOAs, and they wanted a sidewalk that lasted. She said the agenda item should be continued so staff could come up with other possibilities.

Floyd said there definitely was not enough communication with developers and builders, and more input was needed in addition to City staff's.

Pennington said many issues had been discussed. He recommended Council continue the agenda item. Some tweaking was still needed.

Learnard appreciated the work that had gone into the ordinance, saying the only issue she had was the requirement to put the sidewalks in before the homes were built.

Imker said the intent had been to get the City out of maintaining the sidewalks. He said the developers should suggest a location, with staff approval, and the process should be simplified.

Imker moved to continue agenda item 07-14-03 to the next Council meeting. Learnard seconded. Motion carried unanimously.

07-14-04 Consider Amendment to Land Development Ordinance, Sec. 406 Final Plat Approval Process paragraph (j) - Maintenance Bond Requirements

Borkowski noted that, currently, streets must be maintained by the developer for two years after the final plat was signed, requiring a maintenance bond of 110% of the cost of construction. After reviewing the requirement, staff believed 110% was too restrictive because it assumed everything in the development would fall apart within the first two years. He noted that The Gates was the first subdivision that had fallen under the ordinance since it had been created. Staff had looked at the bond requirements in other cities, and there was no consistent amount. Ten percent was not enough, and staff felt 50% of the cost of construction was more reasonable and fair. The 110% requirement severely affected the developer's bonding capacity.

Imker said this was the City's opportunity to request something from the developers. He did not think 110% was unreasonable. If a developer used the wrong materials and the road failed, it would have to be replaced. Imker said he was willing to negotiate with Wieland and Scarbrough on the bond requirement for MacDuff Parkway if they were willing to pay the City \$10,000 a day if the road was not completed according to the timeline. He was tired of giving things to developers without the citizens getting something for it.

King said Council was throwing roadblocks. The City wanted really good developers and builders, but the roadblocks would not bring in the best. The town still had to grow. The reduction from 110% to 50% would still bring a quality development. They were not giving them something for free.

Ernst said he was not opposed to Imker's suggestion within reason, but there had to be some kind of give and take, especially if the weather was bad.

Fleisch asked if this ordinance had been in place when the original development agreement for the westside annexation had been done. Rorie said the ordinance was in place, but then the economy collapsed. The Gates had been the first subdivision to be built since the ordinance was enacted. Staff anticipated this issue would keep coming back. There would always be housekeeping issues with the ordinances.

Learnard said she did not consider an ordinance that had been in place since 2008 or so a roadblock, asking if the 110% bond meant The Gates would not develop. Borkowski said it

would limit the future work the developer would get. The developer paid the 110% for the first phase of The Gates. The City required 110% for performance bonds to cover the costs of material and labor for work that was not done. The maintenance bond was for work that had been done and been tested. It was to cover the City if something went wrong. Learnard said she had no problem with 110%. It had been in effect for seven years, and any developer that came to City knew about it.

Imker said he wanted to continue this discussion until August 7 also, so Council could discuss it with Wieland and Scarbrough. He would consider a lower amount, but wanted the option.

King said Council was looking at developers like they were evil, adding the City had developed the way it did because of developers. He had not seen a substandard proposal. The roadblocks/detours would create an atmosphere where no one wanted to work with the City.

Imker moved to continue agenda item 07-14-04 until the next meeting. Learnard seconded. Motion carried unanimously.

07-14-05 Consider Bid for Excavator

Rorie reported that five bids had been received ranging in price from \$169,000 (Yancey Brothers) to \$128,756 (Border Equipment). Staff's recommendation was to award the bid to Border Equipment.

Imker asked that a thorough inspection of the company recommended for the bid be included in the staff recommendation. Rorie said that Purchasing had checked out the company.

King moved to approve agenda item 07-14-05, the bid for the excavator. Ernst seconded. Motion carried unanimously.

07-14-06 Consider Acknowledgement of Highway 54 Corridor Study by Pond

Pennington said this agenda item was simply acknowledging receipt of the study. Imker asked why Council needed to vote on this. Pennington said the question was whether Council accepted the study, making it official, and would provide it to the Georgia Department of Transportation and the Atlanta Regional Commission.

Ernst moved to approve agenda item 07-14-06 Consider Acknowledgement of Highway 54 Corridor Study by Pond. Imker seconded. Motion carried unanimously.

07-14-07 Consider Intersection Improvements Permit for Line Creek Drive and SR 54

Pennington explained that approval of this agenda item would authorize the Mayor to request the permit to reconfigure the intersection.

Imker asked if the developer was at the meeting. Jim Lowe with Trinity Development stepped to the microphone. Imker asked how the intersection reconfiguration would be funded. Lowe said the developer would fund it at an estimated cost of \$350,000. The construction should take six months. Imker said he just wanted that information on record. Imker continued that he did not agree with another light on SR 54 between MacDuff Parkway and Wal-mart. He was not convinced it would not slow traffic down.

Ernst moved to approve agenda item 07-14-07 Consider Intersection Improvements Permit for Line Creek Drive and SR 54. King seconded. Motion carried 4 – 1 (Imker).

Council/Staff Topics

Pennington announced the City's Police Department earned first place in 2013 National Law Enforcement Challenge for efforts in traffic safety from the International Association of Chiefs of Police.

Interim Police Chief William McCollom said this had been the fourth consecutive year the City's department had won or placed in the competition. The award was very comprehensive and covered more than how many tickets were written. It was about the City's traffic plan, programs, and strategies for compliance. The competition forced the Department to look at safety and how it could impact the number of injuries, which was down 20% over the five-year period.

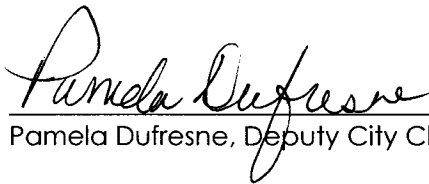
Pennington reported the pre-construction meeting on the renovation on the Braelinn Kroger had been held the day prior to this meeting. Activity was scheduled to begin on July 21. He noted some people might not be able to get to the shopping center via the cart path behind the building. Kroger would continue to operate during the renovation. Adjacent businesses were being moved to other parts of the shopping center. Work on the expansion should be done by April 2015, then the interior work would begin. It should be completed by October 2015.

Pennington continued there had been queries about the cart path tunnels under SR 74 South, and when they would open. The completion of the tunnel to the Peachtree City Athletic Complex (PAC) was long-term, but work on the tunnel from Meade Field to Rite Aid should begin soon. The developers for The Gates and Somerby of Peachtree City were helping financially with the cart path and tunnel. The City needed to obtain the right-of-way on the Rite-Aid side, and staff hoped to complete the connection by the first of the year.

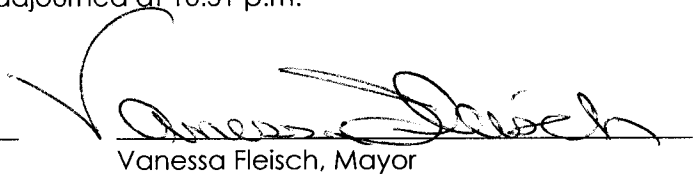
Learnard moved to convene in executive session for personnel and threatened or pending litigation at 9:34 p.m. Ernst seconded. Motion carried unanimously.

Ernst moved to reconvene in regular session at 10:50 p.m. Learnard seconded. Motion carried unanimously.

There being no further business, King moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 10:51 p.m.



Pamela Dufresne, Deputy City Clerk



Vanessa Fleisch, Mayor