City of Peachtree City
Minutes of Regular Meeting
June 21, 2004
7:00 p.m.

The City Council of Peachtree City met Monday, June 21, 2004, 7:10 p.m., in the City Hall Council Chambers. Council Members attending were: Mayor Steve Brown, Stuart Kourajian, Steve Rapson, Judi Rutherford, and Murray Weed.

Announcements, Awards, Special Recognition
Mayor Brown presented a certificate of appreciation to City Engineer Troy Besseche, who was leaving for another position. Brown recognized the members and coaches of the Booth Middle School Science Olympiad Team that recently won the national level of competition.

Minutes
Rutherford moved to approve the May 20, 2004, Regular Meeting Minutes as amended. Kourajian seconded. The motion carried unanimously.

Rutherford moved to approve the June 3, 2004, Regular Meeting Minutes as amended. Kourajian seconded. The motion carried unanimously.

Consent Agenda

1. **Alcohol License – Change in Licensee – Chili's Grill & Bar**
2. **Alcohol License – Change in Licensee – On the Border Mexican Café**
3. **Alcohol License – Change in Licensee – Romano's Macaroni Grill**
4. **Consider Preferred Provider Rate Increase Request from EPI**

Rutherford asked to remove Items 1-3 from the Consent Agenda for discussion.

Rutherford moved to approve Consent Agenda Item #4. Rapson seconded. The motion carried unanimously.

1. **Alcohol License – Change in Licensee – Chili's Grill & Bar**
2. **Alcohol License – Change in Licensee – On the Border Mexican Café**
3. **Alcohol License – Change in Licensee – Romano's Macaroni Grill**

Rutherford noted her concern that there was an extensive list of alcohol violations under the new licensee's name, which included serving to minors. The most recent violations were in 2004.

Michael Sard, attorney for Brinker Georgia, Inc., addressed Council regarding the violations. He noted that a new corporate vice-president was replacing the former licensee. Sard continued that the company had hundreds of restaurants nationwide. Their employees received extensive training and were required to pass the training before serving. The training included carding anyone who looked 30 or younger. Any person who violated the policy was terminated. Sard said the employees were also trained in responsible service and healthcare issues. The violations were unfortunate, but Brinker had done everything within its power to ensure their employees were trained and did not violate local ordinances. The program was being worked on and, fortunately, there had been no violations in the City.

Brown noted that there had been several violations at some restaurants, many within just a few months. Sard said there were problems with local management at those restaurants and the company was trying to handle the problems as quickly as possible. Sard added that the management in the City was good and had been responsible for those stores for a number of years.

Brown asked Police Chief James Murray if the violations at other restaurants were reason to deny the change. Murray said no one had a right to an alcohol license, but the local managers had been nothing but cooperative and were good managers. He reminded Council that the licensing program for alcohol servers would be coming in by September. He noted the violations at the other restaurants were of the same type and that all three restaurants in the City had passed the recent alcohol sting. Rapson pointed out that a lot of the violations were for failure to maintain employee alcohol certification, which was the same program the Police Department was working on. Rapson said if there was a problem with that he assumed Chief Murray would be in contact with Council. Murray said he would. Brown said he hoped, due to the number of violations, that the Police Department would impress upon the local managers that they needed to abide by the new requirement.

Weed said most of the violations were procedural, but the second largest number of violations were for serving to minors. Weed noted that Council paid close attention to those types of violations and warned Sard that serving to minors would not be tolerated. Weed moved to approve the alcoholic beverage license changes on the dais for Chili's Grill & Bar, Romano's Macaroni Grill, and On The Border Café. Kourajian seconded. The motion carried unanimously.

Old Agenda Items

03-04-07 Award Contract for Satellite Auto Shop

Besseche reminded Council that staff had been directed to look at other options, including leasing an existing suitable facility, when the bids had first been presented on March 18 and April 1. Staff had identified one site, but renovation costs would probably preclude the site from consideration. Besseche said the renovation costs for the site were approximately $350,000, including engineering, upgrades, repairs, and code compliance. The cost of a new facility was $468,000. The renovation and lease costs for the renovated site would total approximately $52,000 a year for 15 years, with financing through the General Fund. The debt service to build an auto shop would be approximately $45,000 per year through a Bricks and Mortar loan. Besseche said that, annually, new construction was the better option.

Besseche continued that another consideration had been a recent court case that questioned the use of the Bricks and Mortar program for financing. The recent decision by the Georgia Supreme Court supported using a Bricks and Mortar loan as a financing method. Staff stood by its recommendation that the contract be awarded to Fincher Construction for $468,595.

Rutherford pointed out that the original budget for the project had been $350,000 and the bid had come in $118,000 over the budgeted amount. She asked how the debt service would be affected and noted that funding would be adequate this year since the money had not been spent. Financial Services Director Paul Salvatore said the debt service for this year had been budgeted for a full 12 months if the loan had been taken out on October 1. Debt service in future years would be impacted and would increase about $11,000 a year, which would increase the total debt service for the project to about $45,000 a year.

Rutherford asked if anyone had looked at scaling back the project. Besseche said they had; however, there had been no way to scale the project back without compromising certain elements. Besseche said the project was simple, but that steel prices had increased significantly and there had been a 20% cost overrun in that item alone. The project had originally been budgeted in 2001, then postponed, and the budget numbers carried over from that time frame. The value of the project was $470,000. Besseche continued that they might not be able to get $118,000 out of the project since 10% to 15% was the typical amount saved by revising the scope of a project.

Kourajian asked if $350,000 had been the original estimate for the project in 2001, or if the amount had been adjusted for inflation. Rapson said the 2001 number should have been adjusted for inflation, but no one knew steel prices would increase 67-70%. Kourajian asked what the budgeted amount for the project was in 2001.

City Manager Bernard McMullen noted that the original estimate of $350,000 had not changed since 2001, according to Assistant Finance Director Janet Camburn. Rutherford asked if it was standard practice to not adjust budget numbers for inflation when projects were moved to future budget years. McMullen said he did not know what had been common practice before, but it would not be anymore.

Rapson added that the original budget included staff doing some of the work, such as grading, and noted that some of the alternates presented also included staff doing some of the work. This project at $468,000 assumed the project would be bid out and built by a third party, rather than the joint proposal covered by the original budgeted amount. Rapson explained that another alternative considered was to replace asphalt with concrete because of the vehicle weight. Adding the alternatives to the $350,000 budgeted amount increased the cost to $428,000, which was considerably less than a $118,000 increase.

Kourajian asked when the project would be completed. Leisure Services Director/Interim Public Services Director Randy Gaddo said the construction should take about 180 days.

Rapson said staff recommended the 15-year Bricks and Mortar loan. He said the ramifications were that $11,000 would be added to the budget every year for the next 15 years, beginning next year. Salvatore agreed. Rutherford asked what the interest rate would be. Rapson said five percent, but Salvatore noted he hoped to get the loan at under five percent.

Rapson moved to award the Satellite Auto Shop contract at $468,595 to Fincher Construction as recommended by staff with Alternates 1 and 2. Kourajian seconded. The motion carried 4-1 (Rutherford).

05-04-04 Public Hearing – Consider Amendment to Zoning Ordinance – LUC-16 Limited Use Commercial Zoning District

City Planner David Rast addressed Council and said that the applicant, MetroGroup Development, had withdrawn the request for the amendment to the zoning ordinance. He said there had been several meetings with Pete Corbett of MetroGroup, Planning Commissioner Marty Mullin, and himself, as well as members of the Lexington Circle Architectural Review Board. Rast continued that the plan the applicant was presenting now no longer required a change to the zoning ordinance. Although no longer required, the applicant would like to bring the plan back to Council as a courtesy. No action was necessary.

06-04-02 Consider Kedron Village Expansion Conceptual Site Plan

Mike Cohen addressed Council on behalf of the developer, FCD Development (Faison). He noted that the plan had become more complicated than anticipated and had a long history. Cohen discussed Plan # CP-5 and showed a colored version of CP-5 with all the parcel lines and setbacks removed. He noted the parcel lines and setbacks were required for the plan, but could be confusing during the presentation.

Cohen said the developer began meeting with staff in December 2002, and staff had identified several crucial criteria that were honored with each submission. The first was that passage between the existing shopping center and the expansion was safe, continuous, and appealing. Cohen said there would be a straight drive between Target and Kroger, as well the outparcels and Building 800 on the west end. The second criterion was, to the best extent possible, to have Target and Kroger share a joint loading area. Cohen said the Target building was moved to accommodate the joint loading requirement. The third criterion was to integrate the shopping center as a whole and to have the expansion function on its own. To accommodate that request, cart paths came directly into the project at each entrance so golf carts could park in designated golf cart parking spaces without having to mix with vehicular traffic. The final criterion was to recognize the City's way of life. Cohen said they had addressed that with the cart paths and cart parking spaces (139 spaces). They had also created a connection of buildings that allowed pedestrians safe ingress and egress throughout the center, almost creating a horseshoe like The Avenue. Building 900 created circulation in the plan and broke up the view of parking. Building 800 had also been re-oriented to create almost a "Main Street" feel when entering that area.

Cohen noted that everyone knew FCD's opinion was that the plan complied with the City's codes and ordinances, as well as the settlement agreement.

Cohen said he also wanted to address questions he had gotten over the last few weeks. He pointed out that the property had an irregular shape to start with, and staff asked that each parcel be treated individually in order to comply with the ordinances. An additional landscaped buffer would be placed at the western edge of the Target parcel to create a visual barrier of the parking field, as requested by the City Planner. Cohen noted that they had been asked several times if the landscaping complied with the ordinance. He continued that they had hired the landscape architect used by The Avenue and that compliance with the landscape ordinance was mandatory. Cohen had letters from the landscape architect, who said the plan met the ordinance. Cohen said the plan's blended greenspace average was 35%, with the Target parcel at 35% greenspace, the outparcel at 45%, and the retail tracts combined were at 32%-38%. According to Cohen, the City's greenspace requirement was 25%.

Cohen continued that the Target building was located 250 feet from the median cut at the Regents Park/Georgian Park intersection. The building was moved to accommodate the entrance at Amli Apartments, as required by the consent order and to honor staff's requirement that Target and Kroger share loading. There was a 30-foot grade difference between the Regents Park/Georgian Park intersection and the estimated finished elevation of the Target. The Target building would be 25 feet high with a parapet. Cohen said the building should be difficult to see due to the elevation change and landscaping. Cohen said they had worked hard with staff on CP-5 to make the plan better, and it had not been just slapped together.

Kourajian asked Cohen to show how the greenspace played out on each of the tracts. Cohen showed the areas on the plan and also gave Council a letter from their engineer dated June 17, 2004, regarding the plan and greenspace. Brown noted that Council had received a letter from Hanes, Gipson and Associates, Inc., consulting engineers, dated June 17, 2004. Rapson clarified that Cohen was including the retention pond and the wetlands as part of the greenspace. Cohen said the analysis included the portion of the pond on Target property, and Target's property extended halfway into the stream buffer. Cohen said they had an agreement for shared detention on the adjacent lot.

Weed asked for the dimensions of the greenbelt on the right side of the plan. Cohen said there was a 20-foot buffer, except where there were landscaped inlets. Rapson clarified that there were 20-foot buffers on each parcel, which would give a 40-foot buffer. Brown asked Cohen if they would consider putting more landscaped islands, or swaths of vegetation, in the parking lot, and Cohen said they would look at further refinements.

Brown asked about the truck turnaround between Buildings 100 and 200 and expressed concern about the parking spaces located in the area. Cohen said that was something they would look at as the plan progressed, and that their goal was not to create a danger. Brown said the engineering might be correct, but expressed concern about truck drivers' ability to negotiate the 45-degree turn. Cohen said their goal had been to provide parking for the retail in the area. Brown asked Cohen if they would consider removing the parking spaces in the area. Cohen said they could revise the plan to meet everyone's needs.

Richard Gilbert spoke on behalf of the residents of the St. Simon's Cove subdivision. He said the plan had created new needs for the residents. Gilbert asked that there be no median cut allowed at the westerly entrance on Georgian Park, at the St. Simon's entrance, or at Newgate Road. A median cut allowed for easier access for those traveling northbound on GA 74 and an increase in traffic on the western approaches of Georgian Park from GA 74. He said the proposed changes would maintain efficient traffic flow. The residents requested there be no U-turns allowed at the St. Simon's Cove subdivision or the Newgate intersection. Gilbert requested no truck traffic greater than two axles from the Amli entrance to GA 74, so trucks would have to access the Amli entrance from Peachtree Parkway. The residents also asked for traffic-calming devices along Georgian Park.

Gilbert noted there was concern about the width of the setbacks on the southern side of the development and the fact that they would be looking at the back of the concrete buildings for a long time. The residents requested that a berm be installed on the southern side to mitigate light and noise, such as the original berms on Regents Park. They would also like for signs to be posted at St. Simon's Cove to indicate it was a private community.

Kourajian asked Gilbert if the residents' concern about the median cut would be taken away if no trucks were allowed. Rutherford said she had no problem with truck traffic, but asked about moving vans or furniture trucks. Gilbert said local truck traffic was always allowed, but reiterated their desire that there be no commercial truck traffic on Georgian Park. Rapson said commercial truck traffic could be restricted on City streets.

Brown pointed out that the setbacks did meet the legal limit. Gilbert said they had to ensure the buffers were respected. Kourajian asked if the berm on the southside would be on the St. Simon's side of the street. Gilbert said the berm would mitigate the lights and traffic from that entrance. Kourajian said he understood their concerns, but he felt more people would drive past St. Simon's to get to the Amli entrance if all the entrances were right-in, right-out. Gilbert said if there were four-way stops at the intersections, then the residents could get in and out of the their subdivision, as well as the residents of Georgian Park Condominiums.

John Hedge spoke on behalf of the Lake Kedron Community Association and referenced their letter dated June 4, 2004. He said that CP-5 did not comply with the consent order and noted the liberal interpretation of shared parking. Hedge continued that a lot of the discussion on traffic calming could have been avoided if the traffic study and engineering work had been done with the conceptual site plan. The main concern was safety all along Georgian Park. Hedge asked that the letter (June 4 letter) be made part of the minutes.

Lake Kedron Community Association

June 4, 2004

Peachtree City Council Members
City Hall, Peachtree City, GA 30269

Dear Council Members:

At the June 3, 2004 City Council meeting, I was asked by Mayor Steve Brown to forward my notes and comments on our position of CSP-5 pertaining to the Kedron Village center. Please feel free to contact me directly if you have any questions regarding the following:

First off, the consent order signed by the three parties to the lawsuit, pertained to agreed upon modifications to Site plan #12("SP-12"). This plan had several positive attributes included therein including building positions, property line setbacks and the overall development plan from an esthetic point of view. The newly submitted site plan, ("CSP-5") is considerably different than SP-12, to the extent that it could be construed as an entirely new submittal of a project plan. We agreed to specific modifications to SP-12 and did not expect the developer to take the liberty of making significant changes to SP-12 other than to incorporate the consent order agreed terms. CSP-5 has buildings in different locations and of different sizes that go far beyond anything that had to be incorporate to account for the consent order items. The new plan has significantly (to the plans detriment) eliminated the >100 foot setback from the existing cart path along Georgian Park that served as a buffer to everyone that lives along Georgian Park and which allowed for the professional offices to tie into the new development. Additionally, the location of the Target store, which was originally located behind permanent green space, is now shifted to the right so that they could add additional buildings to the left side of the store. This was neither a condition of the consent order nor was it required to accommodate the newly agreed upon AMLI south entrance. Shifting the building will result in the building's roof and mechanical units to be visible from Georgian Park. Several other significant modifications are now shown on CSP-5 which simply makes this a new submittal and not an extension of what had been reviewed and discussed by all parties for the last 10 months. If a side by side comparison occurred between SP-12 and CSP-5, the only conclusion that could be made is that the two plans bear very little similarities and CSP-5 could be considered a newly submitted plan. In fact the Project Data sheet for this new plan makes no reference to prior submittals which raises more evidence to this issue. We believe that the new CSP-5 plans should revert back to the original configuration of SP-12 as far as positioning of stores, parking and setbacks and must only accommodate the size reductions, the road configurations and the other very specific requirements of the consent order.

Secondly, and separately, we do not believe CSP-5 complies with the consent order for two specific reasons. Item 2(a) "...out parcel may share parking with other developed *areas" and item 2(i) Reasonable traffic calming measures need to be installed...at the direction of the City upon advice of its traffic engineer."*

Item 2(i): The plans have no indications of what if any traffic calming or entrance/exit configurations will exist at either of the new entry points or anywhere else along Georgian Park. This was a significant issue of the lawsuit and was a requirement of the conceptual site plan. To state that this will be done as part of the final site plan is unacceptable and is not specific to this in the consent order. Certain other conditions of the consent order that were specific to the final site plan were separately specified as such in the consent order. This one was not and to arbitrarily say that it will come later is inappropriate. We simply can not confirm compliance of this plan with the consent order without understanding the plans for traffic calming measures and entrance configurations. Again, you will recall that this matter and the entire safety related issues along Georgian Park were high priority items for all parties of the legal action.

Item 2(a): The question raised has two parts; first, if the "Required" parking for the development is for 724 spaces (cars only) then why does CSP-5 have 1,155 included therein? Secondly, it was specifically agreed that no incremental parking would occur related to the future out parcel retail space 4.0 acres and 50,000 square feet.

The consent order states "The out parcel may share parking with other developed areas." The use of the word MAY in this sentence allowed the developer a right to use other parking, thus not requiring or allowing for it to have separate or incremental parking associated with it. The use of the word MAY did not mean that the developer had a choice. A choice of whether they could use or if they could have additional parking spaces, rather it created an absolute. This was how the specific item was negotiated and agreed upon.

Reference is made to the definition of the word "May" in Webster's Dictionary as this will be referred to if the matter reverts back to Superior Court. In Webster's New Word Dictionary, "May" is defined as ***1. The ability or power; now generally replaced by can (applicable in this case);*** *2. Possibility or likelihood [it may rain] (not applicable);* ***3. Permission or chance [you may go] (applicable as it confirms a positive);*** *4. Contingency, as in clauses of purpose they died so that we may live] (not applicable); 5. Wish, hope, or prayer: used in exclamations and apostrophes [may he rest in peach] (not applicable);* ***6. LAW – shall, must (applicable, as in they must or shall use shared parking) Synonymous with "can."***

The use of the word may in the consent order was used as in, "You may have a piece of candy; you may go out and play; you may use the parking already provided to serve other buildings."

On March 25, 2004 the three parties to the lawsuit met and separately negotiated each term of the Settlement Agreement. (Please see Exhibit A for this Agreement.) In the third bullet point it states, "Additional development of the remaining out parcel, not to exceed 4.0 acres, to no more than 50,000 retail space would have no shared parking." The point was discussed at length and it was agreed that this retail space would have no separate or incremental parking associated or *included on the revised site plan. CSP-5 violates this agreed upon condition wherein 304 additional spaces are included to what already is an oversized parking area that accommodates the other developed retail space. The use of the word MAY in the consent order did not give the developer a choice of either using the other existing parking or to add yet more spaces to an overburdened parking lot.*

In our discussions with Mr. Cohen of Faison, it was agreed that a reduction in parking space commensurate with the reduction in planned square footage from 269,000 of SP-12 to 215,000 of currently developable property at the Kroger center would occur. This agreement has been breached as it is not reflected in CSP-5. What CSP-5 reflects is a development very similar to the Fayette Pavilion, and not that of the Avenue; again as we previously discussed and agreed to with the developer. (See Exhibit B for a summary of CSP-5 Car Parking.)

On an additional note, we believe that the property must be evaluated in three distinct parcels for compliance with coverage ratios and impervious layer requirements. There currently exists a contract for sale of 12.88 acres to Target for the property containing their store. This plot would take with it most of the buffer green space along Georgian Park. This plot would most likely qualify for a review of coverage and layer issues. The second plot is that of the future out parcel which includes a reconfigured detention pond area of sizable space. This plot is separately identified on the plan and would again most likely qualify for a review. This leaves the remaining retail plot which is virtually 100% covered by either retail stores or parking spaces save only minimum setback areas and island planting beds. This plot would most likely not meet the requirements for coverage and layer tests. We ask that the council require separate calculation and each be evaluated, as this is the intended plot configuration, plot disposition and development plan. This lack of open/buffer/green space did not exist on SP-12 as there were >100 feet of side and back setbacks anticipated. This matter was brought on as a new issue in the submission of the significantly modified CSP-5.

We ask that you please consider these concerns in your evaluation of CSP-5. We believe the developer has overstepped its rights and has interpreted the terms of the consent order incorrectly. Additionally we do not understand why, nor do we agree with the drastic modifications from SP-12 in as much as this could appear to be an entirely new submittal.

We re not in agreement that CSP-5 complies with the consent order and we are prepared to pursue our legal remedies thereto.

We look forward to open and conciliatory discussions to hopefully modify the plan so that it complies with the consent order and are available to meet at most times that are convenient with the various parties. We look forward to continuing to work with the City Staff on making sure that a quality and appropriate project is developed, consistent with the City's Master Plan and of consistent quality and standards.

Please do not hesitate to call me at any time at 678-571-6502.

Sincerely,

John F. Hedge
President, Lake Kedron Community Association

Hedge continued that the Target parcel was under contract for sale to Target and a majority of the greenspace belonged to that parcel. He asked staff if they concurred with the impervious surface calculation. City Planner David Rast said he had not seen the letter. Hedge asked Council to look diligently at the calculations. Hedge felt there would be a lot of bricks and mortar and very little greenspace once the Target parcel was removed from the picture.

Hedge referred to SP-12, the plan negotiated with the consent order. There were specific points that modified that plan, including the position of the Target building. This plan (CP-5) created more questions and concerns, which would have to be addressed by the Lake Kedron Association and the City.

Hedge addressed entrances and felt the Amli south entrance was a good compromise. There were now multiple entrances and there was no reason for anyone to drive along Georgian Park to get to the Target. Hedge said the issue of right-in, right-out created major problems. People would make U-turns regardless of any signage. The entrances were designed to get the northbound cars off GA 74 without going by any homeowners groups.

Hedge noted there were certain items in the consent order that had not been presented in the site plan and he reserved the right to take those items back to court.

Cohen addressed the traffic study. He said the City Engineer had requested a traffic study as part of the implementation of the consent order, but a traffic study was not required by the consent order, or by ordinance, at this point in the process. It would be the second study done for this project. Approval of the conceptual site plan allowed them to go forward with the engineering drawings and the recommendations of traffic engineers. Cohen noted that Hedge felt they needed to do the engineering drawings, then figure out the traffic-calming measures. Cohen pointed out that engineering drawings for a project of this size were in excess of $200,000. He said it was unreasonable to ask for engineering drawings when the conceptual site plan had not been approved. Cohen said they realized they had to install traffic-calming devices as determined by the City Engineer in order to comply with the consent order.

Cohen discussed SP-12 and what it meant. He said it was clear in the first paragraph of the consent order that Faison should have time to prepare a new site plan. Cohen continued that the plan had to be new because they had to bring in two new roads in exchange for giving up their vested rights to the Regents Park entrance. He said they had taken no liberties with the plan. SP-12 had outparcels. Cohen referred to an October 10, 2003, memo written by Rast that listed the parking ratios of eight significant developments. Of the eight, the Kedron expansion was six of eight. If the golf cart parking spaces were backed out, the expansion would be seven of eight. Cohen said the parking fields were reasonably drawn for the nature of the project.

Cohen said it was important to note the closing of the median cut on Georgian Park. Cohen said Hedge agreed that a full movement at the intersection at the south part of Lot 14 was fundamental and was a critical piece of the settlement. Cohen said they were not willing to give it up. He noted that U-turns on Georgian Park and signage were City matters. Although, the best time to make those decisions would be after the traffic study had been completed and the plan had been engineered. Cohen continued that was a misconception in the newspapers that the entrance was directly across from St. Simon's Cove and it was not. Cohen said they were willing, once the project was underway, to investigate on an individual basis with the affected homeowners and do the right thing. Committing to something before all the facts were known would be inappropriate and immature.

Rapson said the golf cart path was a concern. Rapson asked Cohen if they were willing to expand the 20-foot buffer along the east part of the property and put in a cart path. The path coming from GA 74 would have to cross the entrance point, but that was better than traversing the entire parking lot, which Rapson said was a safety concern. He continued that they might have to shift the buildings, but doing so would eliminate the issues of the residents concerning greenspace and golf carts.

Cohen reiterated that the plan was obviously conceptual. His concern was the grade and any retaining walls that might be needed. They had explored moving the path to the north side of the Lot 14 entrance for safety's sake. Their position was that the buffer met the ordinance requirements and there would be easier movement on the blacktop. Rapson said his concern was for the residential portion of the area.

Brown compared the Braelinn Shopping Center to the expansion and noted that Braelinn was a local attraction, while Target would be a regional attraction. The people coming to shop at the Target might not have an appreciation for the safety of golf carts in the parking lot. Rapson said he realized the plan met the ordinance and he was asking for a concession.

Cohen said they wanted to design a project the City could be proud of and that embraced the City's way of life. Golf carts were obviously a part of that. The plan Council was considering was a conceptual site plan, a starting point. The plan met all the codes. They were willing to make it better as the plan moved forward. The things everyone wanted were all final site plan issues. He reiterated they wanted to do a nice, safe project.

Rutherford agreed that the plan before Council was flexible and changes would be open to discussions as they were made. Cohen agreed.

Rapson asked Cohen if that was his position on some of the other issue raised by the homeowners. Cohen said their position was that the location of the entrance made things better and eliminated commercial traffic throughout a swath of Georgian Park from Amli to outlot 14, which was much better than what had been proposed in SP-12. He asked that the process be followed and then they would address the issues of those specifically affected. Cohen said they were not willing to berm the entire length of Georgian Park to the St. Simon's subdivision and it was not needed.

Brown said they were not asking to berm the entire section, but said they all agreed there might be some light issues at night and asked for reasonable remedies.

Kourajian said he understood about the median cut, but asked why the developer was against a right-out only. He noted that Cohen had pointed out the commercial traffic would be reduced. Kourajian said that, by allowing a left turn, the traffic would continue on that portion of Georgian Park. Cohen said the City Engineer had concluded a right-out created a more dangerous situation. The traffic study would address those kinds of issues. Rapson noted that the City Engineer was evaluating several scenarios at that time, but it seemed that the developer might not be discounting the idea of a right-out only. Cohen said it should be done as part of the traffic study, and as part of the traffic-calming measures.

Kourajian asked Cohen what the estimated distance was from St. Simon's Cove. Cohen said it was 250 feet from the center of median break to the center of the next median break at St. Simon's. Rutherford asked if the entrance could go further south on Lot 14. Cohen said there were problems because of a stream, a culvert, and the grade. Kourajian asked where the trucks would enter the shopping area. Cohen pointed out where the Kroger trucks currently entered and said the Target trucks would do the same and utilize the jogway to get to the Target loading dock.

Hedge referred to the April 24, 1995, approval memo for the Kedron Kroger development, which also addressed the entire area. Hedge read the following from the letter – *A landscape plan must be submitted and approved by the City for the corner outlot and the perimeter of the site all along the Parkway and Georgian Park.* Hedge noted there probably was an approved landscape plan that addressed the issues of buffering or set forth the requirements for buffering, sight lines, and minimum setbacks. The memo also read – *As each outparcel is developed, berming and additional landscaping details will be required as part of the outparcel site review plan process.* Hedge said he understood there was a staff recommendation letter recently done on CP-5 and he had heard no discussion on the staff letter. Rapson told Hedge that he was about to hear some discussion on those recommendations.

Brown noted for the record that Council had just been given a sheet entitled "Peachtree City Significant Projects Comparative Parking Ratio Analysis." Brown commended Cohen on the golf cart parking spaces and said they had set a new standard.

Rapson moved to approve the conceptual site plan for the Kedron Village Retail Center Expansion subject to the following stipulations (Rapson noted the first five conditions were taken from the staff recommendation paper):

1. A separate lighting plan for this development must be provided as part of the final site plan indicating the requirements of this ordinance (Sec. 1006.4(n) of the GC zoning requirements) is met.
2. The final site plan must include a detailed tabulation indicating the extent of impervious area on each parcel (per Sec. 1006.4(q)).
3. A detailed delineation of all wetland areas and associated buffers must be included on the final site plan and no grading or disturbance shall occur within these areas.
4. The parking areas must be revised to meet this requirement (Sec. 1109(13) of the landscape Ordinance.
5. No tree removal shall be permitted on any of the parcels covered by the Conceptual Site Plan until a landscape plan for the parcel on which work is to be performed has been finally approved.
6. This issue (screening and buffers between incompatible uses per Sec. 10109(14) of the landscape Ordinance) will be addressed once the final site plan is submitted and staff has a clear understanding of how the grading and/or retaining walls might impact the adjoining commercial developments adjacent to Georgia Park.
7. The Developer shall adopt an architectural program for all buildings within the retail center. The architectural program shall be approved by the City as part of the final site plan approval.
8. The median cut reflected on the plan at the western edge of the property along Georgian Park Drive is not approved, but is rather subject to further analysis in the traffic study, which will be required in connection with the final site plan. The access to the property at that curb cut shall be determined in such analysis, based on the report of the traffic engineer in consultation with the City Engineer.
9. This approval is expressly subject to compliance with conditions 6-9 set forth in David Rast's memo of Oct. 10, 2003.
10. Approval is only for four individual tracts – no action on Georgian Parkway is being implied or approved.
11. We are not approving the "J Loop" reflected on the plan until we have validated this is not a concern via a traffic standpoint, which would resolve the issue in the parking adjacent to the Target loading area.
12. Provide for engineering review.
13. Speed tables, pedestrian calming measures in front of Target.
14. Evaluate and consider connecting every other island in parking lot to enhance landscaping at parking.
15. Eliminate parking areas behind building 400, east of building 100 in truck turnaround
16. We are not approving that the greenspace requirement has been met per City ordinance until such a time as City Staff has validated the calculations.
17. Evaluate expanding the buffer for the golf cart path along western edge of the property.
18. This approval is expressly subject to compliance with all the terms of the Consent Order of March 29, 2004, not expressly repeated herein.

Weed seconded.

Rapson noted that the applicant had agreed to the stipulations and one other. Cohen reiterated the developer's agreement to work with the lots in St. Simon's affected by the entrance at outlot 14 as soon as the impact and which lots were affected was known.

Weed noted that the City was owed two traffic lights – one at Peachtree Parkway and GA 74 and one at Georgian Park and GA 74. He wanted a stipulation that the appropriate lights be in place prior to issuing the Certificate of Occupancy. Cohen noted that the traffic light issue was eliminated during the settlement and was not one of the conditions carried forward. Rapson said he did not know that.

Besseche said the lights at GA 74/Georgian Park and at World Drive and the Kroger entrance (Peachtree Parkway) were stipulated for phase one. The lights were to be implemented when the warrants were met. Besseche said the parties had been contacted, but they had not heard back from them yet. Rutherford clarified that the lights were the responsibility of another party and not this developer. Meeker said that was correct. Rapson recalled that Council had previously directed staff to find out about the lights and asked if those individuals would still put the lights in. Meeker said yes, per the previous agreement.

Pat Heaburg of Pathway Communities told Council his understanding was that when phase one was done, the developer applied for a light at the intersection of World Drive and Peachtree Parkway, which the City denied. An agreement was then written that required the developer to put in a light when they wanted to at the discretion of the City. Rapson said he read the motion and the motion stipulated, that when the warrants were met, the developer would put in the lights at the World Drive site and the GA 74/Georgian Park intersection. Heaburg said the letter was written in 1995 and that the light was the developer's option at no expense to the City. Meeker added when the warrants were met. Rapson agreed with Meeker. Meeker read the letter and said it specified the lights would go in when the operator demonstrated the warrants were met. Rapson read the condition from the April 24, 1995, conceptual plan – "Traffic lights need to be installed at no City expense if, and when, traffic warrants indicated and/or follows the SR 74/Georgian Park intersection, the entrance to the Center on the Parkway, and/or at the Parkway/Georgian Park intersection. If the operator of the shopping center demonstrates that the warrants for the signal are present at the entrance for the shopping center, then approval for the signal shall not be unreasonable withheld by the City."

Weed said they needed to clarify who owed the City the traffic light. Meeker said they had contacted the applicant for the first phase, Sofran. Meeker said they were listed as the applicant. Heaberg noted that Sofran had sold the shopping center to BBT in Atlanta, and they were the current operator.

John Young asked Council if no one would pay for the lights, then who would be responsible for the cost. He recounted a recent incident at the light and noted the traffic study done by Faison six-10 months ago. Young reiterated that everyone had agreed safety was an issue and someone had to step up and take responsibility for the lights. Council agreed.

Brown noted this was just the first stage of the process. He told Cohen he had a schematic design from Kingston, R.I., that had some enhancements he would like to show them. The motion carried unanimously.

New Agenda Items

06-04-08 Public Hearing to Consider Increase in Occupational Tax

Administrative Services Director/City Clerk Jane Miller addressed Council and said a review of the fees was part of the budget process for FY 2005, including a survey of other municipalities. Staff recommended Council consider increasing the Occupational Tax. Currently, the fees were $15 per employee with a minimum of $100 per year and a maximum of $3,075. Staff recommended going to $17.50 per employee with a minimum of $100 per year and a maximum of $5,000. Staff also recommended Council consider adding an administrative fee of $20. The minimum fee of $100 per year would include the $20 administrative fee until there were enough employees to raise the fee above the minimum rate. About 73% of the current businesses would not be affected by the change.

Weed noted that the administrative fee had to cover actual expenses and asked Miller if staff could prove what the fee covered. Miller said yes and noted that only a small portion of businesses would actually pay the administrative fee and it was only a small part of the revenue that would be generated. Miller noted the work involved in processing the notices, mailing them out, collecting the fees, and the work done by Code Enforcement.

Brown asked when there had last been a change. Miller said there had been no change to the $15 fee structure in years, but the maximum amount had been raised the last three years by $500 a year. The minimum fee had remained the same.

Rutherford said she would also like staff to look at who was exempt from the occupation tax and who was not. She said there were people who were not responsible for the fee, but people who worked out of town and had to pay the fee. She felt it was not in the best interest of the City to exclude certain people. Miller said she had researched the matter and that the exclusion covered people who cleaned houses in town. In the late 1970s, Council exempted that group from the occupational tax against staff's recommendation. Miller said she was unaware of any state law that would prohibit requiring housecleaners to pay the occupational tax or from amending the ordinance to include them. Rutherford said that housecleaners might not have earned as much in the 1970s, but noted that some people paid more for their housekeepers than some people earned in a day.

Rutherford moved to approve Option #2 of the proposed increase for the occupational tax for local business and the $20 administrative fee effective with the 2005 occupational tax payment and to review who was charged the tax. Kourajian seconded. The motion carried unanimously.

06-04-09 Consider Amendment to Lease between PCTA and City

Rapson said the amendment was to the term of the lease the Peachtree City Tourism Association had with the City. The amendment was in regards to the lessor having to approve something in writing. Brown asked for clarification. Rapson said nothing changed, but it did not require a three-party lease contract. The PCTA could enter into contracts without the City.

Rutherford moved to accept the amendment to the Tourism Association lease with the City that was entered into on January 5, 2004. Kourajian seconded. The motion carried unanimously.

06-04-10 Consider Contract for Moving Contents of Library for Construction

Leisure Services Director Randy Gaddo told Council that staff recommended the approval of American Interfile to move the library contents to a leased location during construction. Four companies bid on the job, and American Interfile had been the lowest and most qualified bidder. He noted that the bid of $56,838 covered the move out of the library, as well as the move back into the library. The funding was included in the bond proceeds. Gaddo said moving the library operation during the construction would be less stressful on the staff and patrons, shaved four months off the construction time, and saved $40,000.

Rapson moved to award the bid. Rutherford seconded. The motion was approved unanimously.

06-04-11 Consider Canceling July 1 Meeting

Rutherford moved to cancel the July 1 Council meeting. Rapson seconded. The motion carried unanimously.

Council/Staff Topics

There were no Council/Staff topics.

There being no further business to discuss, Rapson moved to adjourn the meeting. Weed seconded. The motion carried unanimously. The meeting adjourned at 9:50 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary