City Council of Peachtree City of Peachtree City
Meeting Minutes
March 1, 2012
7:00 p.m.

The Mayor and Council of City of Peachtree City met in regular session on Thursday, March 1, 2012. Mayor Don Haddix called the meeting to order at 7:00 p.m. Other members attending: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Haddix recognized Robert Harkins, Andy Lee, and Chad Matheny of the Fire Department for 15 years of service.

Public Comment

Council consensus was to allow Billy Posey to speak, although he had not signed in per the rules for Public Comment. Posey noted that he had spoken to Council, with the exception of Dienhart, who took office in January, on November 17 regarding Bradford Pond, telling them he had asked for two things at that time. The first was for one of them to be a hero, step forward, and help him and his wife resolve the issues in their neighborhood. No one had stepped forward. He said his efforts to get help had been cut off, and he had not been given good answers. Posey referred to the September 22, 2011, Planning Commission approval of the parking lot expansion at Southside Church. Posey lived behind the church and had been opposed to the expansion. He had asked Council to place a stay on the parking lot expansion. Posey said he had appealed Council's decision not to place a stay on the expansion. He reported that the church's silt fences had breached on February 23 and again on February 29, flooding his back yard. Posey told Council he and his wife were tired of dealing with the City and would be talking with an attorney the next day.

Agenda Changes

There were none.

Minutes

January 19, 2012, Regular Meeting Minutes
February 2, 2012, Regular Meeting Minutes
February 16, 2012, Regular Meeting Minutes

Haddix noted there were additional documents on the dais – proposed corrections/amendments to the February 16, 2012, regular meeting minutes from Fleisch and City Attorney Ted Meeker.

Fleisch moved to approve the January 19, 2012, regular meeting minutes and February 2, 2012, regular meeting minutes as written, and the February 16, 2012, regular meeting minutes as amended by herself and the City Attorney. Learnard seconded. Motion carried unanimously.

Consent Agenda

1. **Consider Mutual Aid Agreement with Coweta County**
2. **Consider Budget Adjustments – FY 2012**

Learnard moved to approve Consent Agenda items 1 and 2. Fleisch seconded. Motion carried unanimously.

Old Agenda Items

02-12-04 Consider Contract with FCDA and PTC

Haddix noted there was an additional document on the dais – the final draft of the proposed agreement between the City and Fayette County Development Authority (FCDA). Approval of the agreement would create and implement an existing business retention and expansion strategy on behalf of the City and other policy directives. The agreement included the addition of one staff member to the FCDA who would serve as a catalyst for economic development in the City, particularly in regards to office, commercial, and industrial activities, with a budget impact to the City of $75,000 per year.

Imker noted that the agenda item had been continued while Council waited for verbiage changes in the agreement. He pointed out that much of the agreement included boilerplate material, but there were additional changes he wanted Council to consider. Imker went over a PowerPoint (included in the meeting file) with a summary of changes to the final draft proposed either by himself or Haddix.

Imker referred to paragraph II. Services to be provided by Fayette County Development Authority, F. Essential services. He proposed that the sentence, *The Authority will manage all human resource needs of said employee and it will not be the responsibility of the City to provide any funds or benefits other than those as outlined in this contract,* be moved to paragraph III. Financial Management, as subparagraph C. Imker said this would make the paragraph clearer.

Under Section II(2), Imker referred to the sentence – *Develop and implement a Business Retention and Expansion survey in order to formulate future strategies for retention,* Imker proposed replacing "survey" with "strategy." After the phrase "in order to," Imker wanted to add, "increase favorably by 1 (one) percentage point those percentages found in the 2012 PTC Development Stats as of March 1st, 2012 spreadsheet as produced by the City Planning Department. Annual updates of the spreadsheet and continued similar favorable changes are expected."

Imker went over the development statistics put together by the Planning Department (a copy is included in the meeting file), which included every plot of land in the City, with its zoning, square footage, and other data for the year 2012. He pointed out that, per the data, 94.8% of the Industrial Park was developed and filled. Data about parcels that were undeveloped and developed but not filled was also included. Imker compared the 2012 data to the 2011 data, which showed that the numbers had gotten better; showing the percentages of developed and filled properties had increased from 93.8% in 2011 to 94.8% in 2012. The data also showed the developed and unfilled properties in the Industrial Park had decreased from 6.2% in 2011 to 5.2% in 2012. Imker also noted that the numbers were better in retail office areas, which he attributed to the favorable environment provided in the City. Imker said a metric was needed so the City would know it was getting what it paid for from the person hired. The information he had just gone over supported the one percent favorable change he proposed be added to the agreement.

Haddix said he understood what Imker was saying, but he was concerned about the sense of measure, saying they could not go exclusively by the square footage. He noted that, per the City's development statistics, Sany was 100% filled but not in 100% usage, noting 70% of the building was empty. The situation was the same with Panasonic. He knew of several businesses that had a filled, but underutilized space, and the requirement to increase the statistics by one percent would not take those circumstances into account, as there would not technically be a change in the percentage. Redevelopment of a space to get better usage would not show as a favorable change using the square footage method either.

Haddix continued that the survey of the businesses was essential and was different from a strategy, which was covered under subparagraph 1. He continued that the survey provided a sense of measure.

Dienhart said the idea behind the metrics was to hold someone accountable when things went wrong or right. They needed as many metrics as possible. Haddix said this was just one metric.

Fleisch felt Council should defer to Matt Forshee, FCDA President/CEO, on this point. She said she was not comfortable putting a one percent increase in the agreement. The agreement could be cancelled by either party at any time. If the report showed the City was wasting money on the person, Council would know it. She continued that metrics were nice, but the reality was it was not a good way to measure effectiveness.

Forshee said both sides had valid points, adding the statistics were excellent, but he would like to expand on it. He said the chart might have included viewpoints from staff working in the office. What was missing was the person going on visits to talk with the businesses. The information compiled by staff, in conjunction with regularly scheduled meetings and business retention surveys, could be adapted to bring in the additional metric to show what was truly going on. Panasonic was interested in subleasing some of its space, but that space was not accounted for in the information compiled by City staff. Haddix said he knew Panasonic wanted to sublet their space for a purpose, and asked Forshee what metrics he recommended. Forshee said the agreement included items that could be listed as metrics, and the database they were discussing was a good additional metric that could be used.

Dienhart asked Forshee what he thought of the one percent goal. Forshee said if, assuming the 95% number regarding the Industrial Park was accurate, there was only five percent of the Industrial Park left to fill. Imker said the numbers were not completely accurate, but the survey did include a City employee contacting all the businesses and asking questions regarding the usage of the facilities. It might need to be done again. He was not opposed to including something in the contract about the employee "cleaning up" the charts to provide information of value to the City. The chart gave a perspective of whether things were improving or not. A quick simple change might be all that was required to affect the implementation of the chart. Dienhart said the chart looked like a good dashboard. Haddix agreed the tool was good, but wanted to take the one percent requirement out of the contract. The information should be a databank Council could look at.

Imker suggested removing one percent improvement and replacing it with "favorable changes should be reported." Meeker said he would just strike the "one percent" part. Forshee offered the wording "positive change." Imker said he was fine with the wording "change favorably."

Haddix said he did not want to lose the value of a business retention survey. Surveying the industrial partners was critically important as they had come up with great ideas. Imker suggested the wording "develop and implement a business retention and expansion strategy, the chart as described here, with the goal of favorably improving it by going out and surveying the businesses that are affected."

Dienhart felt Haddix wanted assurance that there would still be a survey. Imker said that was included. Haddix said the data should fall under another point to make sure it was covered. Imker said that, to him, the survey was the effort to go out and get the information. The new hire should take over that role.

Learnard said she believed in hiring the experts, then turning them loose to do what they felt was necessary. She did not see the need for there to be a command to do a survey or tell a person to do things one way or another, and including it as a requirement to be done a certain way. Dienhart said they were arguing over nothing. Haddix said he was fine with the way the point was originally written. Forshee said the intent of doing a survey was so there would be a broad-based understanding of everything from getting a building permit to giving feedback on what the business had done, as well as being part of the community.

Fleisch asked Forshee if the FCDA would support the changes Council made, as they had already approved the agreement. Forshee said the concern was with the term of the agreement.

City Manager Jim Pennington said that, during his discussions with Forshee, the FCDA would work with City staff to get data and feedback. The problem was there was not a strategy or program. They tried to work the language so it would stay general enough so it would not bog down. Haddix said he wanted the language to be broad. He did not want Council to set the exact parameters; he wanted to get the business people involved.

Dienhart said they all seemed to agree about the one percent. Haddix said his concern was eliminating the survey and going to a defined strategy. The strategy needed to be opened up to the business community. Dienhart said the survey could be used to back up the strategy.

Imker asked if there was a recommendation on wording. Pennington said there were a number of tools to be used to get to the strategy, and a survey was one of those tools. Forshee and Meeker suggested the phrase, "develop and implement as a goal a business retention and expansion strategy utilizing tools such as, but not limited to, a business and retention survey, in order to increase favorably those percentages found in the 2012 PTC Development Stats as of March 1." Dienhart asked if the contract should say "annual PTC Development Stats" rather than using 2012.

Imker asked to add the Water & Sewerage Authority (WASA) to subparagraph 4, since WASA had been an issue in the past, preventing potential development. Under subparagraph 5, Imker requested "bi-annual" be changed to "semi-annual." Under II(F)(5), the list of reports to be done by the employee, he would add "(g) Updates of the City Planning Department's Development Stats."

Payment of the $75,000 was the next subject to be discussed. Imker said the original agreement had January 12, but it was already March, so he wanted to pay when work began. He asked for feedback and verbiage. Haddix asked if the FCDA wanted payment at the beginning or end of each quarter. Imker said he was looking out for the City's funds and was sure the City would get a refund if work stopped prior to the end of a quarter. Imker suggested the wording, "payment shall commence upon work being started" or "payment in quarterly installments shall commence upon hire."

Forshee said that, per the FCDA's agreement with Fayette County, the County paid at the beginning of each quarter. Forshee said he would rather have a specific date, as the suggested wording was vague. Pennington suggested beginning payment on April 1 through the end of 2012. Forshee said 30 days was aggressive in terms of hiring someone, but they were ready to get started. The consensus was to begin payment on Monday, April 2.

Under X. Term, Imker proposed striking most of the paragraph and use the wording, "The term of this agreement shall be from the first day of work by the new hire until notice is given by either party in accordance with paragraph VII. Termination Clause."

Meeker clarified that any agreement for services had to have a definitive term. The bottom line was it was a year-to-year agreement with a 30-day kick-out clause. Imker said that, if the wording was a legal requirement, he was fine with it. He said the term could begin on April 2 and end December 31, then go year to year from that point.

Fleisch asked if Pennington would be the point-of-contact for the employee, noting that Council Members would contact the employee through the City Manager. Pennington said that was correct. Fleisch noted that $164,000 had been allotted for the economic development coordinator in the City budget, and the City would pay the FCDA $75,000, saving $85,000. The contract relieved the City of much of the administrative cost. The new hire would have an office at City Hall and at FCDA. She said it was a strategic partnership with the FCDA, similar to the agreement with Fayette Senior Services, and put economic development in the hands of those who knew what they were doing. She also thanked Forshee, the FCDA, and Nikki Knox, adding it was her idea. Forshee said the board was very excited.

Learnard moved to approve the agreement with the changes as discussed this evening. Dienhart seconded. Motion carried unanimously.

<u>New Agenda Items</u>

03-12-01 Public Hearing - Consider Transmittal of Peachtree City Comprehensive Plan - 2012 Partial Plan Update

City Planner David Rast reminded Council this was the annual housekeeping exercise with the Department of Community Affairs (DCA) and the Atlanta Regional Commission (ARC) regarding the Short Term Work Program (STWP) and Capital Improvement Element (CIE) of the City's Comprehensive Plan. The Georgia Planning Act required the City to transmit the Partial Plan Update annually to show the City's progress on the STWP/CIE, as well as an annual Impact Fee Report. Following the public hearing and Council's approval of the transmittal resolution, the report would be sent to the ARC for review. Once the report was returned with ARC's and DCA's comments for adoption, staff would bring it back to Council. Once approved by Council, it would become the 2012 Partial Plan Update.

The public hearing opened and closed with no comment from the public.

Learnard asked Rast to define the STWP/CIE. Rast said the STWP was a summary of the projects, goals, policies, and objectives identified in the City's Comprehensive Plan and the update on achieving those goals. Most were boilerplate-type projects. Staff hoped to have more specific projects after completing the phase of the Comprehensive Plan that would begin in April. The CIE [the City's Public Improvement Program (PIP)] update was required since the City assessed impact fees. The impact fee annual report was included in the City's budget document, and showed the percentage of impact fees used in projects identified when the impact fees were assessed.

Learnard moved to approve the transmittal resolution and authorize staff to forward the document to the ARC and the DCA. Fleisch seconded. Motion carried unanimously.

03-12-02 Consider Bid – Capital Equipment Lease

Haddix noted that the agenda item had to be continued due to a technicality with the advertising requirements for the Peachtree City Governmental Finance Corporation.

Learnard moved to continue the agenda item until the special called meeting on Friday, March 9. Fleisch seconded. Motion carried unanimously.

03-12-03 Consider Approval of LMIG Contract with GDOT for Paving of Peachtree Parkway North

Public Services Director Mark Caspar said this year's annual Local Maintenance and Improvement Grant (LMIG) contract with the Georgia Department of Transportation (GDOT) was for a 3.24-mile portion of Peachtree Parkway North between SR 54 and SR 74. Caspar continued that the contract amount with GDOT was $225,999, which was the approximate cost of materials only. Staff estimated the total project cost would be approximately $500,000 based on recent bids for similar services. Caspar added that, based on past projects completed under the program, staff generally projected receiving only an 80% reimbursement of the contract amount from GDOT, or $180,799.50. The City's share of the project should be approximately $319,200.50, which would come from Special Purpose Local Option Sales Tax (SPLOST) funds. Caspar said they would have to move fairly quickly on the project as the GDOT had implemented firm dates for completion of the contracts, and the City received the contract one week ago.

Imker asked if the $319,000 to be funded from SPLOST funds was an anticipated or new project. Caspar said the repaving projects were rated when submitted for the grants, and this project had been included.

Imker noted that Peachtree Parkway North crossed the intersections at Loring Lane and Tinsley Mill, asking if any improvements to the intersection were included in the cost estimate. Caspar said the improvements were not included in the costs, but staff could bring the information on the proposed traffic-calming options and improvements to the March 15 Council meeting so the work could be done at the same time.

Fleisch recalled Council had not wanted to put in any of the traffic-calming options presented at the August workshop for various reasons. City Engineer Dave Borkowski said the direction given staff was to come back for more discussion when there were any improvements done on Peachtree Parkway. Staff was to also bring any more data collected regarding whether the traffic-calming devices reduced accidents.

Imker referred to information on the SPLOST project list that included a paving project on Peachtree Parkway North, with an estimate of $414,000, asking if this was the same project. He continued that on the original list a contribution of $397,000 was included. He asked what happened to the possible contribution, and if it was the same project. Borkowski said the project on the SPLOST list was the intersection improvements.

Meeker said the SPLOST list also included street resurfacing, and the project before Council was the street resurfacing. The lane improvements were a second project on the list. Borkowski said the developer contribution was to come from the Target developer, but he was not sure where the amount had come from or exactly what it was for. It was not included in the development agreement. Imker said that was not a good answer. Borkowski said the development agreement the developer was responsible for the intersection improvements if they were warranted. Meeker clarified that the condition was imposed as part of the Target development by the original developer. It applied to the original developer and any successors; it did not expire.

Imker asked what was on the rest of the repaving list. He also wanted similar information for the cart path repaving that would be done this year. Caspar said he would send the lists.

Fleisch moved to approve the LMIG agreement with GDOT for 3.24 miles of Peachtree Parkway North. Dienhart approved. Motion carried unanimously.

03-12-04 Consider Grant from Georgia Library Service

Community Services Director Jon Rorie addressed Council, saying the Library could receive up to a $100,000 grant from the Georgia Public Library Service's major repair and renovation grant program, and the City had made the short list. He continued that the City was required to designate $215,000 for its share of the roof repairs, which were estimated at $315,000. Rorie said the estimate was conservative, but it was only an estimate. The City's funds would come from the Public Facilities Authority Bond contingency account.

Fleisch asked when the grants would be awarded. Rorie said it would be from FY 2012-2013, which would begin in July. Pennington asked Rorie to explain why the new roof was needed. Rorie said he understood there had been roof leaks since early 2006. It was difficult to pinpoint where the leak was located. There was evidence in various locations. Several contractors had looked at the situation, and their consensus was it was time to replace the roof. The under layer of the roof was saturated. The area involved was not part of the renovation, but of the original building.

Imker noted that grants were paid by somebody, and that was usually the taxpayer. He continued that $2 million in grants would be given to 50 or so projects. Only four would receive $100,000, and the City's Library was in that group.

Imker moved to designate $215,000 of the Facilities Bond as the City's share of the replacement of the Library roof. Learnard seconded. Motion carried unanimously.

<u>Council/Staff Topics</u>

Hot Topics

Pennington said the first topic was the Kedron Bubble, noting that Council had been given a cost breakdown. Borkowski said the original contract with Arizon had been for $454,000 to provide for the demolition and installation of the new bubble, including the fabric membrane, the air handling equipment, a new foundation, anchoring system, and other items. Additional funding had been requested in October due to previously unknown issues ranging from materials upgrades, water line relocation, grounding, bonding, and electrical issues. A fence was added, and most recently, $93,000 was added in change orders for more water line relocations, electrical revisions, and additional engineering revisions. Most of the issues had been resolved, and the public seemed to be enjoying it. There were some outstanding issues to be resolved, including the Americans with Disabilities (ADA) air lock and automation control issues, but nothing that involved the daily use of the facility.

Imker encouraged the media to get a copy of the itemized list of the costs. People did not understand that some items had been added, such as the ADA wheelchair entrance, which had not been anticipated when the original $250,000 estimate had been made 10 years ago. Imker pointed out that Council was trying to look out for the public's dollars in the best way possible. He continued that the expense side of things was only half the story. The operation of the bubble brought in revenue. With a few changes in management and training certification, City employees could take on some roles. When the expenses, revenues, and loan costs were added up and amortized over 20 years, the cost of the bubble per resident was $1 per year. Imker said he thought it added value to the community by helping to keep up the fair value market of real estate, and that if that was too much for some residents, then perhaps Peachtree City was not the right place for them to live. He thought it was well worth it.

Haddix said numbers could be thrown around and manipulated. The bottom line was the City had the bubble, and the City was paying for the bubble, but it was incredibly expensive. There were approximately 34,000 residents, and less than one and one-half percent actually used the pool. In the final analysis, each citizen would have to determine if it was worth it to them or not.

Pennington said there were two major issues that would be dealt with at the March 9 Retreat. Council had received copies of the latest Public Facilities Maintenance List. It could take the afternoon to go over and discuss the list. The Retreat would begin with a discussion of VC3's analysis of the City's computer systems and proposed recommendations for changes, which should also take about two hours. The team was working hard to get ready.

Pennington continued that the monthly report from Fayette Senior Services had come out that day, and he was pleased to see that a description of what was happening at The Gathering Place was included. He said the $60,000 for improvements at The Gathering Place was very important, and staff had worked hard to nail down the cost. The goal was to start on the work March 19, after the March 6 election, since The Gathering Place was a polling place. It should take two weeks to complete the improvements, and the facility would be closed during that time. Fleisch said she understood it was very difficult to change a polling place. Pennington said it was, as the requirements were very strict.

Fleisch praised ValleyCrest Landscaping, saying they were doing an incredible job.

Imker asked about the dredging of Lake Peachtree, its tributaries, and the north lagoon (north of SR 54). Borkowski said the Fayette County Water System had surveyors out to determine the level of siltation in certain areas, particularly in several tributary inlets along the lake. The lagoon was not part of what was in the surveying contract; which basically included the areas south of SR 54. Imker said he thought the point was to tag on the dredging of the lagoon with the County's effort. He asked why the City was not tagging along on the surveying to determine the siltation in the lagoon. Pennington said it was something the City could do, but staff was not sure there was any siltation in the lagoon. Borkowski did not recommend spending the money on the lagoon, adding that the lagoon did not receive any water from Flat Creek or Cherry Branch during most rain events. Cherry Branch turned before it hit the lagoon, going into Flat Creek. Flat Creek went past the lagoon and under SR 54. The only time the lagoon would get water from those areas was during a large flood event. Borkowski said he had also never seen any vegetation growing up in the lagoon, which told him it was not the area silting up. Learnard asked if there was a baseline. Borkowski said he did not know if there had ever been an underwater survey of the lagoon area. Learnard said it was too late to get in with the County's contract, but it would not be difficult to get a bid and get it done. Borkowski agreed. He said the lagoon had always been shallow, but they could talk about it at another time.

Imker said he had been touch with the Towne Club's marketing director and had gotten information on the occupancy status. The facility had 77 of 119 independent units occupied with almost 100 residents (65%). They were adding 26 assisted living units that would be ready in May, and there were already reservations for 18 of those units.

Imker referred to the Local Option Sales Tax (LOST) negotiations, asking when the negotiations would begin and conclude, so the City could do proper budgeting. Meeker anticipated that the County would send out notice after their Retreat, but he did not know when that was scheduled. Imker asked that Council be notified when the dates were set.

Imker said he received information on how the $60,000 at The Gathering Place would be spent. To him, this was the first authorized use of the Facilities Authority money. He would like for the information on how the money was spent to be shared better. It was the citizens' money and was being used for their benefit. As a citizen, he wanted to know what was being done, what the status was, and the estimated date of completion. He did not want any more projects to end up like the CSX bridge on SR 54. Pennington said there would be a regular monthly report that would have the status of all the major projects so they would not get dropped. Council could add any projects to the report if one was not on the list.

Imker's next topic was Robinson Road/Redwine Road and Peachtree Parkway/Crosstown intersections. Borkowski said staff had requested additional accident data, then gotten back with the original traffic engineer on Robinson Road/Redwine Road. There had been two more side-impact accidents, but that did not change any of the recommendations in the traffic study. The County Sheriff said the intersection was not in the County's top 10 intersections for monitoring. Staff also spoke with the County's Public Works Director, who told them the upcoming budget year was one of the tightest, and he would have to ask the Commissioners if they wanted to contribute anything. Borkowski added they probably would not since the improvements were not warranted according to the traffic study. The cost to construct a 100-foot long turn lane on Robinson Road was estimated at $40,000, which would give a left and right turn lane. The estimate only included materials and labor, no engineering, right-of-way acquisition, or grading costs. He was trying to confirm a level of service increase if the lane was added, but the report said the intersection would still be an "F" with the additional lane and a traffic signal. He had not gotten a response yet from the engineer on that question. He said staff would bring the issue back to Council to ask Council to allocate the $110,000 on the SPLOST list to other projects.

Borkowski said the cost for the addition of a single right-turn at Peachtree Parkway/Crosstown from Crosstown onto Peachtree Parkway South was estimated at $140,000, including engineering and right-of-way acquisition. The traffic study and engineer said they could not measure that option by itself, although common sense indicated it would help with the traffic flow. Imker said he would like to have an item on the next agenda regarding the reallocation of the $110,000 for the turn lane at Robinson Road/Redwine Road, with Council consensus. Haddix said everything Borkowski had reported supported his beliefs about the Robinson Road/Redwine Road intersection.

Imker asked about the new four-way stop sign at Windgate Road/Raintree Bend. A citizen had asked him about the new signs, and the citizen was confused about why the signs were installed because he had not known of any accidents at the intersection during the 25 years he had lived in the area. Borkowski said he understood why it was a surprise. Information had gone out a week prior to the installation in the ***Update***. Imker said the resident was not computer savvy and did not use e-mail. Borkowski said he understood. A traffic consultant had done a study of the intersection according to the Manual of Uniform Traffic Control Devices (MUTCD). The report recommended a multi-way stop be installed because of sight distance issues, the vertical curve, and the volume of traffic. There had been four accidents at the location. Staff had moved forward with the recommendation. The accidents had occurred since 2009.

Imker said he did not want to get into staff's day-to-day business, but this had been a significant change to the City. For reference, there was only one traffic light in the City that was not on SR 54 or SR 74. He thought the new four-way stop should have come to Council just to advise them and so it would get in the minutes. It would also have been in the newspapers, so the information could have gotten out to the residents. Dienhart said he drove that road every day, and he did not know that the four-way stop would improve traffic. He also would have wanted to know about it.

Imker asked what the threshold was to bring such items to Council. Borkowski said he felt such issues were engineering decisions, but staff could inform Council when such actions were taken. Haddix said he did not think Council wanted to know every time a new sign went up. Many times the installation was out of the City's hands as it was mandated by federal law. Dienhart asked how many four-way stops were installed each year. Borkowski said it did not happen often, but there had to be safety issue involved and those decisions had been made at staff level. Imker recommended the City Manager use his judgment to determine what should come before Council as an informational item. Council would let him know whether or not it was an item the residents should have notice about.

Jim Savage told Council he drove that street several times a day, and he said the four-way stop probably did make it a safer intersection. The street lighting in the area did not illuminate the intersection very well, and a street light might be more effective than the stop signs. Most of the accidents probably happened at night. He had previously mentioned to Fleisch and Pennington his concern regarding a number of street lights in the City that did not work. Adding a stop sign anywhere in the City should be of concern to Council. Other issues needed to be considered from a safety standpoint. He added that the new streetlights and poles at Walt Banks, Robinson Road, and Peachtree Parkway intersections on SR 54 still did not work.

Borkowski said staff was working with Georgia Power to get the lights reinstalled. The GDOT had provided the mast arms for the lights when the intersections were redone, but told staff they were not going to install the lights as it was not part of their contract. Their policy was they did not install street lights, even though GDOT removed the lights that had been in place. The goal was to get Georgia Power to maintain the lights. The City was responsible for some of the lights on the state routes, but did not have the equipment to maintain streetlights. Learnard reiterated Borkowski's statement, noting the City did not have the necessary equipment to maintain the poles. Borkowski said the City had to call a contractor to replace the bulbs in the lights. The entire SR 54 corridor had been redone, and the issues with streetlights going out were now the City's problem. The intersection lights were a higher priority than the lights on the CSX bridge.

Haddix compared the situation to something he was told about signage by past GDOT Commissioner Vance Smith when Smith visited the City. Haddix said Smith warned him that if the GDOT or the law said a sign was needed, and the sign did not go up, then the City became liable for any injuries that occurred. If a sign went up that was not authorized, the City was still liable.

Imker asked whether, now that the City had been notified that the Robinson Road/Redwine Road intersection was rated "F," the City would be liable for any accidents since nothing was being done. Meeker said when it came to putting up signs, there was still some judgment on the engineer's part that could be made. Rating an intersection as an "F" could mean there was a higher volume of traffic, not that it was a liability. There were intersections in the City with full traffic control measures, including traffic signals, which still had accidents.

Imker asked if it was possible to go back to the two-way stop at WIndgate Road/Raintree Bend. Borkowski said it would not be a good idea.

Imker said a citizen had pointed out there was a proliferation of fire ants in the City, with hills popping up everywhere. He had asked staff if there was a treatment policy, and he had been told no. He asked, if it only took a few hundred dollars and a change order to the contract, then why not add that service. Caspar said he had gotten the numbers for the cost of the service. The cost for preventative treatment was $300 an acre, and the City had around 631 acres, so the total was significant. It would go down at the beginning of the year, and they would guarantee no fire ants. Spot treatments would cost $25 an acre, but as soon as the treatment went on a hill, they would pop up somewhere else. Imker said he was done with that topic.

He also asked about Human Resources, noting the myriad entries that had to be done by hand. He asked if it would be discussed at Retreat. Pennington said it was part of the VC3 study. Imker asked about the new scanner in the Planning Department, and if it was still needed. Borkowski said he understood it was on hold for the VC3 assessment.

Learnard moved to convene into executive session to discuss pending or threatened litigation and a personnel matter at 9:00 p.m. Dienhart seconded. Motion carried unanimously.

Learnard moved to reconvene into regular session at 9:30 p.m. Dienhart seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting at 9:54 p.m. Dienhart seconded. Motion carried unanimously.

Pam Dufresne
Pam Dufresne
Deputy City Clerk

Don Haddix
Don Haddix
Mayor