City Council of Peachtree City
Minutes of Meeting
January 4, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, January 4, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:00 p.m. Other Council Members present: Steve Boone, Stuart Kourajian, Cyndi Plunkett, and Judi Rutherford.

Announcements, Awards, Special Recognitions
Mayor Logsdon presented a proclamation for Robert E. Lee's bicentennial birthday to Glen Allen and James Roberts of the Sons of Confederate Veterans. Mayor Logsdon read a proclamation of congratulations and appreciation for the Fayette County 911 Center on being named the "2006 911 Center of the Year" by the Georgia National Emergency Number Association.

Public Comment
Lynda Wojcik commented on clear-cutting and the lack of buffers at the Target shopping center in Kedron. She also expressed concern regarding the cart path to the shopping center, which dumps carts onto the street at an entrance to the shopping center.

Minutes
Rutherford moved to approve the December 5, 2006, workshop minutes as written; the December 7, 2006, regular meeting minutes as amended on page 6, and the December 14, 2006, special called meeting minutes with the amendment on page 7. Kourajian seconded. The motion carried unanimously.

Monthly Reports
Logsdon noted that the Council Retreat was scheduled on March 2-3. Plunkett asked if a different amount for the jail fund was considered for 2007. Administrative Services Director/City Clerk Jane Miller noted that the City was required by state law to pay 10% of the fines, so the amount was not negotiable. Rutherford noted that the Association of Fayette County Governments was scheduled to meet on January 9 at 7 p.m. Kourajian asked why the Police Department report used calendar year-to-date figures rather than fiscal year-to-date. City Manager Bernard McMullen said the Department was required to use calendar year-to-date figures for FBI reporting.

Election and Oath of Office for Mayor Pro-tem
Oath of Office for Municipal Court Judge
Oath of Office for Municipal Court Judge Pro Hac
Kourajian nominated Rutherford for mayor pro-tem for 2007. Plunkett seconded. The motion carried unanimously.

Mayor Logsdon administered the oaths of office to Mayor Pro-tem Rutherford, Municipal Court Judge Stephen Ott, and Municipal Court Judge Pro Hac Eric Maxwell.

Consent Agenda
1. **Annual Indemnification Resolution**
2. **Authorization of Legal Organ**
3. **Consider Appointments to Recreation Commission – David Ring, Shayne Robinson (first alternate), Tami Morris (second alternate)**

4. **Consider Appointments to PCAA – William Flynn, John Corder (alternate)**
5. **Consider Appointments to WASA – Wade Williams, Gary Emmel (alternate)**
6. **Consider Appointments to PCTA – Stanley Phillips**
7. **Consider Appointment of City Planner as Zoning Administrator**
8. **Consider Appointment of City Planner as City Landscape Architect**
9. **Consider Stormwater Maintenance Agreement for Starr's Mill Professional Center**

Rutherford thanked the appointees for their service. Rutherford moved to approve the Consent Agenda. Boone seconded. The motion carried unanimously.

<u>New Agenda Items</u>

01-07-01 Public Hearing – Consider Request from John Wieland Homes to Lift Multi-family Moratorium on 89.146-acre Undeveloped Tract within the West Village

City Planner David Rast gave an overview of the proposal for the West Village townhomes. The 89.146-acre tract, which was located in the City, was part of part of John Wieland's proposed annexation and rezoning for the West Village. The property was included with the remainder of the Wieland tract located in the County and the Levitt & Sons property located to the north for the West Village Development of Regional Impact (DRI). The tract was undeveloped and heavily wooded. It was currently zoned GI General Industrial. Rast showed a PowerPoint (included in the official meeting file) of the tract. He said that the moratorium had to be lifted before staff could analyze and review the proposed townhome development as part of the annexation.

Plunkett said this was a problem for her. She asked why this portion of Wieland's development, which was located in the City, was considered part of the annexation. The property was not part of the annexation and was a separate issue. The City should not have to deal with the parcel as part of the annexation. Rast said all three parcels (the tract in the City, the Wieland property in the County, and the Levitt & Sons property) had to be treated as one development for the DRI because they would ultimately be one development. According to the Georgia Regional Transportation Authority's (GRTA's) rules for DRIs, individual parcels could not be singled out to get around the threshold. Plunkett pointed out that the only way this tract would be part of the development was if the zoning changed. She asked what would happen if the property stayed industrial. Rast said that because of the density proposed on the tract, there would be an impact on the traffic studies and other documents submitted for the DRI. Rutherford clarified that they could not look at the entire project, including the annexation, until there was permission to look at plans for this tract. The way the ordinance was written required that the moratorium be lifted before staff could look at the plan.

City Attorney Ted Meeker pointed out that the parcel was not being rezoned at this time. In order for staff to even consider a plan with any sort of multi-family housing component in it, Council had to lift the moratorium. Kourajian asked if Council did not lift the moratorium whether the townhome part of the annexation plan would be dead, or there could be no discussion on the multi-family part of the plan. Meeker said there could be no discussion on the multi-family part of the plan. It could be discussed in the context of the remaining parcel to be annexed. Logsdon clarified that if the moratorium was not lifted, then Council could still look at the rest of the annexation plan.

Dan Fields of John Wieland Homes & Neighborhoods said they had originally requested the lifting of both the multi-family and annexation moratoriums for the purpose of discussing townhomes in September 2004. He noted that the townhomes in Centennial had been well-received. In the charettes held prior to developing the plans, one of the goals identified in the Land Use Plan was to provide multiple housing types. He said they wanted to build townhomes, not apartments, priced from the mid-$200,000 range. He said they were not asking for a rezoning at this time, but to discuss with staff what that housing mix should be. Approval of the request allowed his company to discuss the project with the staff on the density and the type of townhomes. They needed the Planning Commission's and staff's input to get the mix right. Density would still become the issue. Townhomes were a much desired and needed product and attracted empty-nesters, young professionals, and those seeking a simpler, maintenance-free lifestyle.

No one spoke in favor of lifting the moratorium.

Phil Boswell noted that the Lexington Circle townhomes had sold miserably. Higher density meant more automobiles and more traffic. The City needed something that would augment the lifestyle. Just talking about it meant it would come to a vote.

Lynda Wojcik said she was against the traffic the development would bring. The City did not need more multi-family housing with the water shortage and high traffic. The point of the moratorium was to slow growth down. She saw nothing positive about the development and did not want to waste staff's time and the City's money. Wojcik said the City should wait to see the response from the citizens regarding annexation on the recent Comprehensive Plan surveys.

Mayor Logsdon called the public hearing to a close.

Boone said he was concerned about the proposed density of 335 units and the impact on Line Creek. He liked the idea that the overall density ratio was equivalent to the other villages, but they wanted to jam too much into a small space. He understood that lifting the moratorium did not obligate the Council's approval of the concept.

Rutherford said Council was obligated to send clear direction when it could. In a general sense, the purpose of the moratorium was to communicate that multi-family, whether townhomes or apartments, was not what the City wanted. Rutherford moved to deny the proposal from John Wieland Homes & Neighborhoods to lift the moratorium on multi-family housing for a proposed development in the West Village. Kourajian seconded.

Plunkett asked Meeker to explain the ramifications of denying the request. Meeker said that denying the request meant the DRI might have to go back through the DRI process since the DRI was approved with the multi-family component.

Kourajian asked about the charettes. Fields said the charettes with the citizens were held in 2004. They had discussed the concept of having a central village area. The Planning Commission had also participated.

Rutherford said that communities aspired to a mixed use, which did not have to mean townhomes, but a variety of commercial and residential. During the charettes, people wanted a variety of commercial and residential. They also discussed multiple levels of housing prices. Having all kinds of opportunities available made a community vital. The City already had all kinds of opportunities. There multiple levels of housing. The townhomes had sold well in Centennial, but they were not selling in Lexington. Council's job was to be clear with the direction.

Logsdon said the projects should not have to go back through the DRI process if there was less than a 20% change in the density. Rast said the approval was based on the number of units, and it was possible the applicant would not be allowed to move forward with the multi-family component. He would have to notify the Atlanta Regional Commission (ARC) and GRTA that the townhome component had been removed. He did not know if the process would have to start over. Logsdon said starting the process over was not a good option. Rutherford asked what would be wrong with starting the DRI process over. Logsdon said he would rather avoid having to go through the DRI process again because of the time. His point was that taking the multi-family component out was not 20% of the entire village. Levitt & Son proposed 699 units. Wieland proposed 549 single-family units and 335 multi-family units. The total was 1,583, and 20% of that number was 316. The developers would undoubtedly build additional homes on the parcel to make up the difference. Rutherford said the developer could adjust the numbers so the multi-family component was not 20% of the proposed project.

Boone said, while he did not support the density, he had no problem letting the Planning Commission and staff have input on the proposal. Rutherford said that, if getting the best plan meant going back through the DRI process, she had no problem with that. They should vote in the best interest of the City. Kourajian asked about the status of the $20,000 Wieland had committed to help pay for the annexation process. Fields said they had not received a bill yet. Rast said he was keeping track of the hours.

Logsdon asked Rast if staff had been working with the developer on proposal. Rast said staff had asked the ARC and GRTA to meet because it had been the City's first DRI. The agencies said they would review the Wieland proposal and the Levitt & Sons proposals together and would not single out any one portion. Once the plans were submitted to the City, staff had been obligated to review them for submission to ARC and GRTA. A few workshops had been held. Staff really had not done anything because they were waiting to get the information from GRTA. Rutherford clarified that any staff work had been related to the DRI process. Rast confirmed it. Rutherford said that was appropriate, and she had no problem with that.

Rast said the Wieland property in the County was 379.6 acres, 89 acres in the City, and Levitt & Sons had approximately 400 acres in the County. Fields said there were approximately 470 acres in the entire Wieland development, with an average of under two units per acre for the entire project. The average for the 89 acres was right at 1.73 units per acre. The average for Centennial was just over 2 units per acre. Kourajian said he had always supported bringing that area into the City, but not at these numbers. The numbers continued to increase, rather than decrease.

Rutherford asked Meeker if there were a time limit on when Wieland could ask to lift the moratorium again. Meeker said the appeal rights were the same as for rezoning requests, so the developer would have to wait six months.

The motion carried 4-1 (Boone).

01-07-02 Consider Request from Randy Horn on Fence

Randy Horn, 164 Cloister Drive, asked Council to consider a revision to the fence ordinance, Section 18-340(g) specifically. He noted that he had spoken to several different City employees and had received a different answer each time on what was and was not allowed regarding fences.

He said that particular paragraph seemed to be very unclear. Every time he went to the next step he got a different answer.

Horn continued that it started when an inspection officer stopped by his home and told him the fence might violate the ordinance because of the way the supports were mounted. He said he went to the Building Department and showed the Plans Examiner some photos of vinyl fences with the look he was trying to duplicate with his wooden fence. After looking at the photos and listening to his plan, Horn said the Plans Examiner told him the fence was fine. Building Official Tom Carty visited his residence later to look at the fence and told him it would not work based on how it was constructed.

Horn continued that he next visited Developmental Services Director Colin Halterman, which led to a visit to see his fence by Halterman, Carty, and McMullen. Horn said that McMullen told him one of Carty's options would not work. He said that McMullen e-mailed him later with two more options, but neither option included shadowboxing the fence, which was a common practice in the City.

Horn said he also brought some photos of his fence, as well as copies of the vinyl fences and proposed wording for the change in the ordinance that would allow wooden fences to resemble the commercial vinyl products.

Plunkett asked Horn to explain what he was trying to do. She asked Horn whether his contention was that a vinyl fence would not meet the criteria since the posts were on the outside. Horn noted that, on vinyl fences, the cross members that ran horizontally actually attached in the center. He bought metal brackets to do the same for his wooden fence. Horn said he was then told it had nothing to do with the structure, but with how the pickets were mounted. He noted that paragraph (g) did not address the pickets whatsoever.

Plunkett asked Building Official Tom Carty if Horn had discussed his plans with the City prior to building the fence. She asked how the process worked. Carty said typically an applicant would bring in a copy of the site plan to show where the fence would be located on the property and a sketch of the fence. Kourajian asked if it would be detailed description of the fence or just a line. Carty said it would be just a line showing where the fence would be and a description of the fence.

Horn showed photos of his fence and noted the clean straight line across the top. He planned to put copper caps on each post. He explained that he had cut off the pointed end of each fence slat. He was told he could put another support board on the inside of the fence, but the majority of the supports would still be on the outside.

City Manager Bernard McMullen said the ordinance required the structural supports to be on the inside of the fence, with the pickets on the outside. He said Horn's fence had the supports on the outside with the pickets on the inside. On a vinyl fence, the pickets went through the slots in the top and bottom rails. He added that staff recommended Horn could put supports on both sides of the fence, like a shadow box, so the wood fence would have a similar appearance to a vinyl fence.
Kourajian said the fence looked fine, but it still looked like a fence with the nicer side facing the house. He told Horn he did not understand why he wanted to change the ordinance. Horn said staff

was now telling him to put the cut side of the picket on the outside, which was the less attractive side of the fence. The cut pickets were on the inside.

Rutherford said the ordinance did not have to change to allow Horn to emulate a vinyl fence, noting that to truly emulate a vinyl fence the central supports should be bored so the slats were in the middle. Horn said that, from the outside, his fence looked like a vinyl fence.

Logsdon asked Horn what change he was suggesting. Horn read the ordinance with his proposed changes:

(g) If a fence is designed so that its structural supports are primarily on one side, <u>as determined by the location of the pickets,</u> that side must always be toward the interior of the property. <u>However, wood fences may be designed to resemble from the exterior the many vinyl fences that are now commercially available.</u>

Horn also proposed a second alternative:

(g) The structural supports must always be on the interior of the fence in relation to the pickets except when designed to resemble from the exterior the many commercially available vinyl fences.

Horn continued that he had spoken with three or four employees and had gotten that many answers on what to do. If people in the Code Department could not agree on what the ordinance said, then there was a problem. He said he might not be right either. He questioned how homeowners knew what to do if they got different answers from the Building Department. McMullen noted that staff had been providing multiple options, not multiple interpretations.

Meeker said there was no question as to the interpretation of the ordinance. Meeker read from the ordinance:

(g) If a fence is designed so that its structural supports are primarily on one side, that side must always be toward the interior of the property.

Kourajian said he saw no reason to add verbiage regarding wood fences simulating vinyl fences.

Kourajian moved to deny the request to make a revision to the fence ordinance at this time. Rutherford seconded. The motion carried unanimously.

01-07-03 Consider Approval of Tennis Center Restaurant Renovations

Peachtree City Tourism Association Executive Director Lauren Yawn addressed Council regarding the new lessee's requests for cosmetic changes at the restaurant at the Tennis Center. Yawn said the restaurant was currently vacant, but would be leased by Courtside Café & Bakery, an extended menu version of Fox's Pizza.

Corey Nestlehutt told Council he wanted to change the tile, paint, and to redo the bar area. He also wanted to put a lounge area in with some flat panel televisions, as well as a large bakery case. The restaurant would offer a full breakfast, lunch, a smoothie bar, and three to five choices for dinner after 5 p.m.

Kourajian said he supported improving things, but noted that the changes might be something another business would not want. He asked Nestlehutt if he would take anything, such as the tiles and the bakery case, in the event the restaurant closed. Nestlehutt said he would take the flat screen televisions, but would leave the brackets, tiles, bar, and shelving.

Kourajian said he would rather work with Nestlehutt to ensure the changes were acceptable. McMullen said Nestlehutt had submitted photos of what he wanted to do, and it was satisfactory in terms of what they were proposing. He and City Engineer Dave Borkowski had looked everything over. McMullen continued that one concern was that commercial grades of the materials such as flooring were used, and samples of the materials would be submitted for review.

Plunkett asked if there was an ordinance that covered this situation. McMullen said the lease between the City and the PCTA required Council approval for any capital improvement to the facility. Plunkett asked how the authority to approve the materials were delegated and to whom. McMullen said that the material submittals would be approved by the City Engineer.

Kourajian was concerned that changes could be made that could not be used by another lessee, if the situation arose. Rutherford said it would be up to the new business to change it. She noted that they were changing what the last business had done. Kourajian said he wanted to ensure someone was looking at what was put in.

Rutherford said the deck area had always been a problem. She said they needed to sort out what area was restaurant property. She noted that it had been roped off at one time. Tennis Center Manager Dave Gary recognized that had been an issue with the prior vendor, and they had the ability to rope the area off.

Plunkett asked what the timeline was. Nestlehutt said he wanted to be open by March 1.

Rutherford moved to approve the proposed renovations to Peachtree City Tennis Center restaurant with the caveat that the City Engineer was responsible to ensure appropriate materials were used. Boone seconded.

Plunkett asked Gary if a business plan had been submitted. She noted that there had been several failures, and she wanted this business to be successful. Gary said they had submitted a business plan and information on the menus and pricing to the PCTA.

The motion carried unanimously.

01-07-04 Consider Approval of Cable Franchise Agreement

Meeker said the agreement before Council was the result of lengthy negotiations between the City and Comcast. He noted that Andy Macke and Kenny Faust of Comcast were available to answer questions.

Rutherford moved to approve the attached franchise agreement, but for three years. Kourajian seconded.

Rutherford said she had a problem rewarding less than stellar service with a 10-year contract, but other than that the contract was fine.

Macke said the agreement process had been ongoing for several years. Under federal law, the City and Comcast would be immediately back in the renewal phase. The franchise renewal process was a three-year process, so a three-year contract would probably not be acceptable to Comcast. The agreement provided for significant updating of the franchise process. The company had a significant investment in the plant, customer service, and in the City, and was prepared to do more.

Rutherford asked what that included. Macke said that over the past 36 months, the system had been upgraded to bring in new products. There was a continuous investment in the infrastructure in the community. The third call center had opened in metro Atlanta in the last 12 months, and there were over 700 local customer service representatives. More would be added in the next year, along with more technicians. The company was looking to expand into the City with a satellite technical facility. Macke said the goal was better customer service and to invest in the communities in which they operated.

Logsdon asked why there was a 36-month negotiation time frame. Meeker said that, according to federal law, the cable company sent the notice to begin contract negotiations when 36 months were left on the franchise agreement. Literally, the process would begin immediately.

Rutherford said she would amend her motion to five years, but not beyond that. She added that she was hesitant to be tied up in a 10-year contract when there were so many changes going on.

Plunkett pointed out that the franchise agreement was not an exclusive contract, so other companies could come in. Rutherford said there was little likelihood that someone was willing to put in $25 million in infrastructure when another company had held the contract for many years. She said they were not doing the citizens a service by tying the franchise up for 10 years. Federal regulations were also changing. She added that one of the reasons the negotiations took so long was due to the discussion by the prior Council on cameras and filming during the first 18 months. Macke said that was a factor.

Macke said the agreement had nothing to do with technology or keeping out another provider. The agreement allowed the company to use the City's streets to provide cable services and assured the company it could continue to operate over a reasonable period of time as it made investments. The agreement also included some increased oversight and incremental steps the City could take in reaching the customer service goals, including the imposition of penalties. Cutting the term of the agreement changed the equation. Meeker noted that the previous agreement had been for 12 years.

Logsdon asked if there was an advantage to having a five-year agreement. Logsdon said that, according to Macke, there was no advantage other than having to negotiate more often. Rutherford said the City could negotiate a better deal in two years. Meeker said the parties could always amend the contract later on, which took a mutual agreement to do. There were triggers in the agreement regarding changes in federal law. Meeker said there were no measures to unilaterally change the terms of the contract by either party, unless another cable company came into the City. Another company could not operate under an agreement more favorable than the City's agreement with Comcast.

company could not operate under an agreement more favorable than the City's agreement with Comcast.

Plunkett asked how many complaints came in a month. Public Information Officer/Deputy City Clerk Betsy Tyler said she did not have a monthly average; however, she had received 64 complaints in 2006, 53 in 2005, and 67 in 2004. She had not gone back further since another company owned the franchise. She said that Intermedia complaints had dropped over time from a couple of hundred to 36 per year prior to the purchase by AT&T. She received 400 complaints in two months when AT&T took over the franchise. Comcast had made significant improvements, but City Hall still received complaints.

Plunkett asked if there was a general gist to the complaints. Tyler said it varied – billing disputes, outages, and cable burial issues. Comcast had performed a sweep of the City this summer, and 120 lines had been buried. Tyler said her frustration was that the customer service representatives seemed to be helpless when any problem was slightly outside the norm. She added that Comcast had been very prompt in relocating lines when the GA 74 construction knocked out service to some homes.

Kourajian asked what the City was locking into. Tyler said the federal laws gave the City very little control over charges, with the exception of the Tier 1 structure and some equipment. All that was locked in was the franchise fee they paid the City, which was four percent. Federal law allowed five percent, but the City had not previously wanted to have that additional percent added to bills. It was a pass through cost. Macke said the franchise fee was something cable companies were required to pay, but satellite companies were not.

Meeker said there were some performance requirements in the agreement, including some carryovers. Tyler said the standard levels of service were the same, but were stricter than most of metro Atlanta's standard franchises. The new performance assessments gave the City more leverage than in the past.

Kourajian asked how the City was impacted if there was not a franchise agreement. Meeker said, without an agreement, Comcast had no right to use the City's streets for the cable lines.

Macke said that, under federal law, there was a presumption of renewal. A formal process and informal process was laid out for renewal. There was also an appeal process. Most went through the informal process, although the formal process could be invoked if there was a problem with the negotiations. The agreement was the product of 18 months of negotiation, with give and take. The term was something Comcast would take into account. There might be some concessions that needed to be made by the City if the agreement was for a shorter period of time. Kourajian asked for an example of the concessions. Macke said liquidated damages were an element not in 95% of franchise agreements. Tyler added that the City's agreement also had a clause regarding how quickly cable had to be in a new subdivision, which was within 90 days of the first certificate of occupancy (CO). In most cities, it was based on total occupancy of the neighborhood.

Rutherford withdrew her motion. Kourajian withdrew his second.

Kourajian said the only benefit he saw to shortening the length of the agreement was if the government allowed the City to get a bigger percentage. He would rather risk having the fee go up than risk losing some of it.

Meeker said he had one request. The discussion regarding telephone service franchise fees had been ongoing under the previous franchise, and he asked that the approval be conditioned on the parties reaching an agreement on the amount of telephone franchise fee owed. Plunkett asked why the cable agreement was on the agenda if they were still negotiating the telephone franchise fees. Macke noted that the current cable agreement had expired. The telephone franchise fee was a different issue. His company did not currently pay a telephone franchise fee, and there was not an agreement for the telephone franchise. There was a desire on both sides to get the cable agreement in place since the current agreement had expired. There was a verbal agreement on how to resolve the issue of the telephone franchise. Meeker said he wanted the motion conditioned so as to not extinguish everything under the previous agreement. He expected to have the telephone issue resolved by the end of the next week.

Rutherford moved to table the agenda item until the next meeting. Kourajian seconded.

Kourajian asked Meeker what he was asking. Meeker said there was nothing in the new agreement about the telephone fee. Meeker said he asked that the agreement be approved conditioned on agreement of an amount for the telephone franchise fee owed under the previous agreement. Plunkett said Meeker was asking Council not to extinguish that part of the previous contract so that all the fees dealing with cable would be approved. Meeker said there was an existing issue with the previous agreement and provision of telephone service. Plunkett said those were two separate issues. Meeker noted that the agreement referenced telephone service. Meeker said if they did not agree on the telephone service, they would deal with the issues separately. Rutherford said they were not making a fully informed decision and should come back in two weeks. Plunkett agreed that it should be tabled. She asked Meeker if there would not be a cable agreement if the telephone issue was not resolved. Meeker said that would not happen. In the event they did not agree, they would be dealing with different issues. Macke asked that the matter be tabled for one month since he would be out of town at that time. Rutherford amended the motion to table the matter until the February 1 meeting. Kourajian accepted the amendment.

The motion carried unanimously.

01-07-05 Consider Resolution to Amend WASA Terms of Office to Four (4) Years

Logsdon noted there was an additional document on the dais – a letter from WASA Chairman Mike Harman. Meeker addressed Council regarding the resolution. He said it had been voted on 18 months ago by a prior Council, and there had been a recent discussion to bring the matter back to the Fayette legislative delegation. The rationale for shortening the terms was that each Council Member during their four-year terms in office would have input on each member of the authority.

Kourajian asked why the legislation had not gone forward before. Meeker said that to his knowledge the bills had not been introduced. He and McMullen had delivered the resolution to Senator Ronnie Chance during the last session.

Kourajian moved to adopt the resolution to the legislature requesting it amend the act that created the Peachtree City Water and Sewerage Authority to allow for a change in the terms of office from five to four years and to encourage the legislators to do something this time. Rutherford seconded.

Mike Harman, WASA chairman, told Council he was concerned about the motivation behind the request to shorten the terms. He had served on WASA for seven years, and only one council member had ever attended a meeting. He asked whether WASA's business methods needed to be modified, or if the board was not doing business on behalf of the citizens as expected. The five-year terms benefited WASA and the citizens. One member was replaced each year. WASA's business was of a technical nature. The workings required a fundamental knowledge of how everything worked. Shortening terms meant replacing 40% of the board one time in four years with inexperienced people.

Rutherford said she had spoken to qualified people who had been interested in serving on the authority, but did not apply because they could not commit to a five-year term. Shortening the terms would provide more opportunity for the best qualified to serve. Harman said it speculative to think that there were more qualified people who would serve if the terms were shorter. In his seven years on the board, no one had left before their term was complete.

Kourajian said his motivation was that he, or any Council Member, had the chance to see and make a decision on every person on an authority.

Plunkett said that, while Council Members did not attend meetings of every commission and authority, they did receive the minutes and did read them. While there might not be an intimate knowledge of what was going on, the Council Members did know what was going on. Her support of the resolution had nothing to do with the job the members were doing. She felt more qualified people would be willing to volunteer their time if the commitment were shorter. Rutherford agreed that the motivation was not because the members were not doing a good job.

Logsdon said he had no history on the subject, and he had sat on all the selection boards in the last year. Council Members were able to look at 80% of the authorities during their terms. He did not have a problem with five-year terms. He believed in "if it's not broke, then don't fix it."

Boone agreed. He said Council had the opportunity to look at almost a complete rotation of the authorities. He was ambivalent and had no issue with the length of the terms. Everyone was doing a tremendous job. He read the minutes regularly. His vote could go either way.

Jim Savage, who served on Council when the Airport Authority (PCAA) was created and had later served as the Falcon Field airport manager, told Council that the issues for WASA and the PCAA (Agenda Item #01-07-06) were the same. At that time, the Council decided on five-year terms because it meant 20% of the board might be replaced each year. The system worked. It was important for the authorities to be autonomous bodies and to be removed from the political agenda as much as possible. That would not happen if the members could be replaced during a Council's four-year term. When he was on Council, the members served two-year terms. The system was not broken; there was no need to change any of the authorities. Replacing four members in four years was an 80% change.

The motion carried 3 (Plunkett, Kourajian, Rutherford)-2 (Logsdon, Boone).

01-07-06 Consider Resolution to Amend Airport Authority Terms of Office to Four (4) Years

Rutherford moved to approve the resolution. Kourajian seconded.

Plunkett noted that Council was just making a recommendation to the Legislature to change the terms of office. The Legislature would make the decision.
Boone noted that 10 very qualified people had applied for the position on the PCAA. There were people willing to volunteer.

Kourajian asked if the resolution approved by the prior Council had just gone away because nothing had been done. McMullen noted that, if the resolution was presented to the legislative delegation, it would be better to have the resolution signed by the current Council.

Plunkett asked if a Council Member had to sign a resolution if that person was vehemently opposed to an issue. Meeker said, technically, a Council Member would have to sign the resolution. Rutherford said no one could make a Council Member sign a resolution, but if Council truly worked as a body, then all should sign resolutions.

The motion carried 3 (Plunkett, Kourajian, Rutherford)-2 (Logsdon, Boone).

01-07-07 Consider Recommendations on Legislative Actions

Meeker said there were a number of issues Council wanted to bring to the forefront during the legislative session, and staff had prepared a position paper that would ultimately be signed by the Mayor.

Rutherford moved to approve the recommendations for legislative action as presented and to authorize the Mayor to sign the letter. Boone seconded.

Kourajian said that, if he was reading such a list, he would assume it was in order of priority. He asked McMullen if that was the case. McMullen said it was not in order of priority. Rutherford asked if it was in alphabetical order. She felt inverse condemnation should be the most important. Kourajian said he wanted them to remember the first ones on the list.

Logsdon asked if the City met with the legislators last year or just sent the letter. McMullen said he and Meeker met with Senator Chance. Logsdon said he would be at the Capitol this year during the legislative session. McMullen added that there was discussion last year that prioritizing the list could work against the City. Logsdon added that he, Rutherford, Meeker, and McMullen were meeting with the delegation the next week.

The motion carried unanimously.

01-07-08 Nominate and Select Representative to Fayette County Board of Health

Rutherford nominated Plunkett as the representative from the City to the Board of Health. Boone seconded.

Rutherford noted that she had been appointed shortly after she took office, but had never been reappointed, nor given an opportunity to step down. Miller said that the information from the Board of Health indicated that Rutherford's term ran until December 31, 2010. Kourajian said the matter should be put on the agenda every year, just like the Mayor Pro-tem position.

The motion carried unanimously.

01-07-09 Consider Formation of West Village Development Impact Fee Advisory Committee

Rast said that some of the developers seeking annexation and rezonings in that area had been asking about impact fees. In the past, advisory committees had been formed to determine the impact fees. The City was required by the state to appoint an advisory committee any time the fees changed. State law required the advisory committee have at least five members. The five organizations to be represented on the committee included the Development Authority of Peachtree City (DAPC), the Planning Commission, the Comprehensive Plan Advisory Board, a representative from residential development, and a representative from residential real estate. Staff and the City Attorney would work with the committee. Rast said staff was asking Council for authorization to contact the groups to see if they were interested in serving on the advisory committee.

Rutherford asked why the DAPC was represented. Rast said that some of the DAPC members met some of the real estate and development qualifications. Rutherford asked who actually would represent the builders. Plunkett asked why there was not a member representing the West Georgia Homebuilders Association. Boone also wanted a representative from that group. Rast said he had received a call from Scott Bradshaw of the homebuilders association, and he was also on the list. Plunkett said Bradshaw could also serve on the committee as a residential developer.

Rutherford asked Rast how the real estate agent would be selected. Rast said there were several agents who had worked on ordinance committees in the past that might be good candidates. Rutherford said she was concerned that an agent might not represent the County's Board of Realtors. She felt that their peer group should choose the person that served on the advisory board.

Kourajian asked Rast why the committee was needed. Rast said that, according to the City's ordinance, the City was divided into specific service districts with a study of the number of residential units either located or to be located in each district. Within the service districts, there were specific items for which impact fees could be assessed, such as fire and recreation. The McIntosh service area included Centennial, Cedarcroft, and Ashton Park, and the impact fees were determined based on the ultimate buildout of those developments. Kourajian clarified that every time a new service area was formed, then an advisory board was formed to set the impact fees. Rast said state law required it. Kourajian asked why the West Village was not in the McIntosh service area. Rast said that one of the things the advisory board would look at was which fire station would serve the particular area and what the impacts were. Kourajian said that could not be determined until they knew how big the proposed developments would be. Rast said that was correct; it all played in together.

Meeker said the current fees were based on the expected development. If more units were added to the mix, the theory was the impact fees could come down. There could also be other needs that required the assessment of impact fees. If the committee were set up and ready to go if or when the property was annexed, then there would not be a lag time between determining fees and collecting them. If there were no annexation, then there would be no change to the impact fees.
Kourajian asked when the committee would be appointed. Rast said he hoped to bring the list back to Council within the next few meetings. Kourajian asked how long the committee would be maintained. Rast said the committee would be in discussion as the annexation was under consideration. The impact fees would be dependent on the ultimate density approved by Council.

Kourajian asked who had served on the previous committees and whether it was always the same groups. Rast said that, for a number of years, there was a standing committee. One was deceased, and one no longer lived in the City. Kourajian said he was not concerned about the individuals, but with the groups that were represented on the committee. Rast said state law required what groups were represented. There had to be a minimum of five members; two of the members had to represent either builders, developers, or real estate. Kourajian asked if those requirements had changed since the last committee was formed. Rast said the last committee he worked with had very similar representation. Rutherford noted the Comprehensive Plan Advisory Board member was obviously different because it had been 15 years since there was such a board. The group should be represented since the City was working on the Comprehensive Plan update.

Plunkett moved to form a West Village impact fee advisory committee that consisted of list presented and a member of the homebuilders association and a citizen at large to make it a seven-member committee for a two-year term or until the board was no longer needed. Boone seconded. The motion carried unanimously.

01-07-10 Consider Approval of Supplemental Agreement #1 Extending the Completion Date for the SR 54 W Multi-use Bridge and Gateway Feature

Rast noted that this was a grant funded project that had been in the works for a number of years. They had been waiting for the GA 54 West road widening to be completed. The archaeological study and historic evaluation had been completed, and they had been going through the document submittal process required by the grant. The initial grant expired December 31, 2006. The supplemental agreement extended the grant until December 31, 2007. Staff hoped to have the construction documents completed by that time, as well a cost estimate, and would bring the project to Council to determine whether or not to continue.

Rutherford said that Council was waiting for design and cost estimates a year ago. She asked why it was taking so long. Rast said they could not begin the design phase until the categorical exclusion was approved by the DOT, which could not be done until the archaeological study and historic evaluation were done. Rast said they had both of those studies, but had been waiting for the last three months to hear from DOT regarding a new requirement. Because Fayette County was in the metro Atlanta non-attainment area for air quality, there had to be a determination of whether the project was detrimental to air quality. To date, the City had not received that determination from DOT. They were proceeding with the categorical exclusion, which was the next step. Once that was approved, the design phase would begin.

Rutherford asked how long the design phase would take. Rast said there was a consultant on board. He could not give a time estimate since a lot of it was out of the City's control. Rutherford noted that the grant money would not change, but the cost for the bridge could go from $600,000 to over $2 million. The City could have to come up with significantly more than $138,000. Rast said the grant was for $480,000, but the City could apply for additional funding through the LCI construction program once the design was completed.
Plunkett asked if there was anything that could be done to speed up the process. McMullen said the only thing that could be done was to call the DOT.

Rutherford moved to authorize the Mayor sign the supplemental agreement and to have the Mayor call whoever needed to be called to get things moving. Kourajian seconded. The motion carried unanimously.

01-07-11 Consider Bids for Stevens Entry Traffic Signal Construction
Borkowski said staff recommended the bid be awarded to R.J. Haynie and Associates, Inc., for an amount not to exceed $133,780. Seven contractors were solicited for a bid, and two bids were submitted. Kourajian asked Borkowski if he was familiar with the company's work. Borkowski said he was pleased with the work they had done on the signal at Georgian Park/GA 74, and the company had also done the signal work for the GA 54 West widening.

Kourajian moved to award the bid to R.J. Haynie and Associates, Inc., for an amount not to exceed $133,789. Rutherford seconded. The motion carried unanimously.

Council/Staff Topics
Fire Chief Stony Lohr updated Council on the fire that morning in the TDK warehouse at 611 Highway 74 South. All the City's resources responded. Units from Fairburn and Fayette County had assisted and been released. The City was still on the scene. Lohr explained that an overhead light had exploded and cascaded large debris over boxes of DVDs, cds, and video tapes that were in 18-20-foot stacks. The sprinklers had slowed the fire, but the piles had to be torn apart to extinguish the fire. Two bobcats, a tractor, and four forklifts were being used to tear apart the piles to extinguish the fires. It's been an extensive process. The structure was essentially intact except for the holes needed to ventilate the smoke. There was a substantial amount of damage to the product. Rutherford asked if the materials were hazardous due to the plastic that was burning. Lohr said the smoke was toxic inside the building, but the smoke was diffused as it went outside.

Rutherford said she had looked at the new facility behind the burn building. WASA provided a lot of the materials for facility that was designed to train firefighters in small spaces. She asked McMullen to send a thank-you note to WASA.

Meeker announced that the appeal of the GRTA decision on the McIntosh DRI in Coweta County would be on January 11 at 9:30 a.m.

Plunkett asked that an update on the MacDuff Parkway landscaping be on the next agenda.

Rutherford moved to convene in executive session for a real estate matter and a personnel issue. Boone seconded. The motion carried unanimously.

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

Rutherford moved to authorize the Mayor to sign a temporary construction easement. Logsdon seconded. The motion carried unanimously.

There being no further business to discuss, Kourajian moved to adjourn. Logsdon seconded the motion. The motion carried unanimously. The meeting adjourned at 10:19 p.m.

Jane Miller, City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary