In The Matter Of:

City of Doraville

State of Georgia

Special-Called Meeting w/ Public Hearings

October 26, 2009

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CITY COUNCIL MEETING

CITY OF DORAVILLE

STATE OF GEORGIA

SPECIAL-CALLED MEETING WITH PUBLIC HEARINGS

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Transcript of the proceedings held in the City Council Room at Doraville City Hall, 3725 Park Avenue, Doraville, Georgia, Mayor Ray Jenkins presiding, before Theresa Bretch, Certified Court Reporter, commencing at approximately 6:30 p.m. on Monday, October 26, 2009.

* * *

APPEARANCES:
Doraville City Council:
Hon. Ray Jenkins, Mayor
Councilmember Maria Alexander
Councilmember Brian Bates
Councilmember Robert Spangler
Councilmember Donna Pittman
Councilmember Bob Roche
Councilmember Pam Fleming
Murray J. Weed, City Attorney
Ms. Sandra Bryant, Assistant City Clerk
Scott Haeberlin, City Planner

P R O C E E D I N G S

MAYOR JENKINS: Meeting come to order. This is a special-called meeting for the zoning.

Call the roll, please.

ASSISTANT CLERK BRYANT: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Here.

ASSISTANT CLERK BRYANT: Councilmember Bates?

COUNCILMEMBER BATES: Here.

ASSISTANT CLERK BRYANT: Councilmember Fleming?

COUNCILMEMBER FLEMING: Here.

ASSISTANT CLERK BRYANT: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Here.

ASSISTANT CLERK BRYANT: Councilmember Roche?

COUNCILMEMBER ROCHE: Here.

ASSISTANT CLERK BRYANT: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Here.

MAYOR JENKINS: Okay, Scott, come on up. Do you want to get old business first?

MR. HAEBERLIN: Mayor, you guys did an item,

October 19, which is the Gateway Grant Resolution and Memorandum of Understanding, and Mr. Howe is tonight present to address that with you.

MAYOR JENKINS: Okay.

MR. HOWE: Yes, sir. I will just -- I'll entertain any questions. I think y'all have had time to read the resolution and memorandum of understanding.

MAYOR JENKINS: Are you going to be going to the County in the morning on it when they bring it up?

MR. HOWE: The Central Avenue grant?

MAYOR JENKINS: Yeah.

MR. HOWE: Yes, sir. Yes, sir.

COUNCILMEMBER FLEMING: I have a couple questions. The first one is, has Bobby Pittman, the director of our Public Works Department, been advised of the possibility of us, you know, applying for this Gateway Grant and possibly his opinion been noted for the extra workload that would be involved by his department?

MR. HOWE: Mayor, did you -- do you know about a problem?

MAYOR JENKINS: What would it put on him?

COUNCILMEMBER FLEMING: We're doing all the maintenance of the --

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COUNCILMEMBER ALEXANDER: These interchanges.
COUNCILMEMBER FLEMING: -- interchanges, all of the mowing and maintenance agreements.
MAYOR JENKINS: Oh, yeah. We can handle that because we'll actually get a little relief whenever we get our new cleaning person in here.
MR. HOWE: I talked to the Northwoods Civic Association and Susan was kind enough to write a letter. You have to have two to four letters of recommendation from individuals or community groups for the application, and Susan was very receptive to helping with maintenance. And that's what these grants want to see. It doesn't matter what kind of grant it is. The bottom line is they want to see community involvement, and I was encouraged by both neighborhood associations' responses.
So most of the work is going to be weeding, and the neighborhood associations have indicated that they would be willing to come up with a plan and see how we can get the community involved to do things like that. So I think the bulk of the work for the city would be the mowing. We have a truck that could go down there and water the plants. So I think those would be the two big things that the city would do.

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COUNCILMEMBER FLEMING: Okay. If we undertake this project, I know it's beautification of our Buford Highway and I-285 corridor, but we have other areas of the city that Dekalb County is supposed to be maintaining and they're not doing a very good job, and I'm concerned that we may neglect them even moreso by taking on this project. And I'm hoping that we can incorporate taking care of those areas as well, possibly, if we undertake this project.
MR. HOWE: Sure.
COUNCILMEMBER FLEMING: I have a couple others, then I'll open it up to the rest of the Council.
If what I understand in the memorandum of understanding -- and thank you very much for sending me the TOPS web site --
MR. HOWE: Yes, ma'am.
COUNCILMEMBER FLEMING: -- so that I could read it as well. It appears as if we're assuming all cost of implementation and upkeep --
MR. HOWE: Yes, ma'am.
COUNCILMEMBER FLEMING: -- and I am very concerned with that.
MR. HOWE: Well, we would get -- the grant would be for the actual implementation and the

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materials. After that, it's all maintenance, and we would have to keep it up for 50 years, I believe.
COUNCILMEMBER FLEMING: That's the other thing that Ms. Alexander and I were discussing, a 50-year agreement. That definitely concerns me, as just this particular Council, I don't -- you know, I'm just concerned about a 50-year maintenance agreement. So those were my questions.
MAYOR JENKINS: Is this just mainly for the egress and ingress on 285 in both places?
MR. HOWE: Yes, sir.
MAYOR JENKINS: Okay. Well, if we just undertake those two, that's something we've always wanted to do. They've never kept them up. It always looks bad.
COUNCILMEMBER FLEMING: Yes, sir.
MAYOR JENKINS: We worked on this years ago and we were going to try to get the car dealerships to keep them up, but we just never could get them together. And I think that -- I hope if we get the grant, I believe if we get the equipment we need, I believe we can handle it.
COUNCILMEMBER FLEMING: Well, that was my other question I was just going to ask you. Do we have the equipment that would be applicable for the

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incline or decline of those areas?
MAYOR JENKINS: I think so. We have (inaudible).
COUNCILMEMBER FLEMING: I'm sorry?
MAYOR JENKINS: We have pretty high banks here that we handle.
COUNCILMEMBER FLEMING: Okay. Those were the questions that I have, and I think there's other questions.
COUNCILMEMBER ROCHE: I think the only real way to do this would be to take on responsibility from the Public Works Department.
Trying to use the neighborhood groups -- I mean there's a lot of people in my neighborhood that don't want to be part of the neighborhood groups, and then we have Tilly Mill that doesn't even have a neighborhood group that I'm aware of.
COUNCILMEMBER FLEMING: No, sir, we don't.
COUNCILMEMBER ROCHE: And having to rely on a neighborhood group, it sounds great, but I think ultimately our city Public Works Department is going to have to take on the burden.
MR. HOWE: Oh, we wouldn't be relying on the neighborhood groups.
MAYOR JENKINS: No.

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MR. HOWE: Any help that they can offer would be certainly welcome. I have been real encouraged by their support thus far, but ultimately we'll be responsible for it.

COUNCILMEMBER SPANGLER: Well, the neighborhood groups, if they did volunteer, would they have to sign the waivers and --

MR. HOWE: I'm sure they would.

COUNCILMEMBER SPANGLER: -- everything just like they did on the --

ATTORNEY WEED: That's what I would advise.

MAYOR JENKINS: Yes, they would.

COUNCILMEMBER SPANGLER: So we're actually putting them in danger going out here working these areas, and they're going to sign a release releasing us of any and all --

MAYOR JENKINS: I think if they want to volunteer, they'd be glad to sign a release.

COUNCILMEMBER ROCHE: Well, I would think you'd want to find a way so that people that are not necessarily a member of a neighborhood group would also, like all the people who live in Tilly Mill.

COUNCILMEMBER PITTMAN: And they would do that. They --

MR. HOWE: Sure. I mean we --

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COUNCILMEMBER PITTMAN: For years, Winters Chapel and Tilly Mill, they may not have a neighborhood group pe se, but any time there's a community event, they come out in great effort to help. All you have to do is ask them.

COUNCILMEMBER SPANGLER: And we're getting $50,000 one time, for 50 years to maintain, to do the maintenance.

MR. HOWE: We won't get any kind -- we won't get any money. The money will be for the plant material and the installation.

COUNCILMEMBER SPANGLER: But I say, we're getting $50,000 one time.

MR. HOWE: Yes, sir.

COUNCILMEMBER SPANGLER: For 50 years.

MR. HOWE: Up to $50,000 is the max.

COUNCILMEMBER SPANGLER: So we're not even sure exactly how much we will get. Just whatever the --

MR. HOWE: Or if we get it. We're not sure. It's a --

COUNCILMEMBER FLEMING: Mr. Spangler, I think Ms. Alexander has --

MR. HOWE: -- competitive grant.

COUNCILMEMBER FLEMING: -- more information.

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COUNCILMEMBER ALEXANDER: Some of the concerns I have is the 50-year. I feel like that we're indebting our city for the next 50 years to maintain these interchanges. What if six presidents from now, you know, Georgia DOT gets a 10 million dollar influx of funds and then they're not cash-strapped and they can maintain these interchanges? I just am not comfortable with that term, and I don't know that they would be inclined to negotiate a lesser term.

And again, like you said, I've got a list here of the things that the grant does not pay for.

These interchanges have good plantings now. They came in I don't know how many years ago. We've got crape myrtles and we've got some other lower plants. They just did not maintain them and they look bad now. So if we got in there with an initial cleanup, I don't know that we would really need that much new plant material that the grant would be worth the --

MR. HOWE: I mean the alternative is to keep it looking like it does and --

COUNCILMEMBER ALEXANDER: That's not necessarily true, and I've got some other points.

And again, to Mr. Spangler's points, it's a

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one-time grant. It's not an annual grant that we can apply for every year, because it says once it's awarded to an area, that's your one-time shot.

I also am concerned with this agreement. In the future, if we were to get our redevelopment powers which would allow us to create a CID, this agreement is not transferrable so we could not transfer this agreement to a CID, which a CID does the interchanges starting I think north of Jimmy Carter all the way to Gwinnett Mall and they do the interchanges over at 285 and Perimeter Mall. So it wouldn't be transferable to a CID that they would maintain and do the beautification. I don't like our hand being tied like that.

I would like -- I mean the area does need to be cleaned up. And after the initial cleanup, the maintenance may not be that big of a deal, but I don't want to enter in a 50-year agreement saying we're going to do it for the next 50 years.

And I believe, Mr. Weed, you mentioned that Hapeville had a handshake agreement with Georgia DOT and they cleaned up one of their interchanges?

ATTORNEY WEED: Well, it was much more than a handshake agreement. They did insist upon their formal -- a formal one-shot indemnification agreement.

We essentially had a meeting with our

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1 regional DOT representative. We involved the chief of
2 police, the American Red Cross, because we had
3 homeless people living in the wooded area around the
4 75 and 85 interchanges. And so we had this general
5 meeting and were able to communicate in advance with
6 the individuals who were living there and we were able
7 to work with our public works people at our expense to
8 clean it up.
9 And after we agreed to do all those things,
10 DOT actually showed up with their people and worked
11 there, too, which we were frankly surprised by. But
12 it was a very warm, very professional relationship.
13 They were thrilled that we were interested, they were
14 thrilled that we would pay for it, and then they
15 showed up after we had committed to doing that, and we
16 were frankly surprised when they got there.
17 So there are ways of doing it. That's not
18 to say this isn't a good grant and you shouldn't apply
19 for it. But you know, if you only want to clean it
20 up, then what I would advise is you just try to
21 contact the relevant people at DOT and see what you
22 could do for a one-shot clean-up.
23 COUNCILMEMBER ROCHE: And I was out there
24 this weekend, and we did mow it apparently.
25 ATTORNEY WEED: It's been mowed.

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1 COUNCILMEMBER ROCHE: I mean put it this
2 way: How about if we approach the County and say,
3 "Tell you what. We'll give you $50,000 if you'll
4 maintain that property for 50 years."
5 COUNCILMEMBER PITTMAN: It's DOT that does
6 that --
7 COUNCILMEMBER ROCHE: I guarantee you
8 whatever --
9 COUNCILMEMBER PITTMAN: -- and DOT actually
10 contracts out with that. They don't do it themselves.
11 They have a contract with another agency. And that's
12 why when you call DOT to get -- because I've done this
13 -- to see if you can get it mowed, if they go ahead
14 and mow it themselves, it voids the contract. And
15 they have helped out by trying to speed it up, but
16 they only have certain areas at certain times that
17 they mow; and if it gets sky high between then and
18 there, there you are.
19 MR. HOWE: It hasn't been mowed since I've
20 been here.
21 COUNCILMEMBER PITTMAN: Yeah.
22 MAYOR JENKINS: They have mowed looks like
23 from the right-of-way back on this one, but they
24 didn't get under the bridge and all.
25 Murray and I dealt with DOT in the last

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1 couple months, and they sent me a 16-page document
2 that we had to sign just to do it one time. And I
3 couldn't get them to give me anything, if you remember
4 correctly, to say let us go in there and clean it up
5 for the holidays or something like that, and they said
6 we had to sign those -- it was a 16-page document.
7 ATTORNEY WEED: The DOT is going to insist
8 upon an agreement because, you know, the attorney
9 general is going to insist that we sign a waiver of
10 liability indemnification. And that's exactly what I
11 would do if I were the attorney general, and it makes
12 perfect sense that they'll do that.
13 COUNCILMEMBER FLEMING: Mr. Howe, I commend
14 you for asserting and researching grants that the city
15 can be involved in. I really do. And this sounds
16 like a real good one.
17 However, I am concerned about further
18 progress in those areas. If it were just the mowing
19 and just the vegetation removal and so forth, that
20 would be fine. But if we get into deciding that we
21 want to plant trees or plant other things like that, I
22 think I was reading that we had to go through a lot of
23 permitting with specific agencies of the DOT.
24 MR. HOWE: The DOT. Well --
25 COUNCILMEMBER FLEMING: And I'm concerned

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1 about that cost as well.
2 MR. HOWE: Any landscape architect that's
3 done streetscape knows what it's like to get a special
4 encroachment permit. The designer I've been working
5 with didn't bat an eye when I brought up TOPS. I mean
6 they're well prepared, well familiar with that
7 document.
8 COUNCILMEMBER SPANGLER: Is it possible that
9 we could get a thousand dollars and still be obligated
10 to the 50-year agreement?
11 MR. HOWE: According to this, it does.
12 COUNCILMEMBER BATES: So the 50 is not --
13 again, there's no guarantees on the grant, so it's
14 from nothing to 50 and there's no negotiating room in
15 that 50-year.
16 ATTORNEY WEED: Well, I mean we can always
17 make a phone call.
18 No one's -- I assume Luke -- I certainly
19 have not called the DOT to find out if they would
20 negotiate with me. I frankly doubt that they will.
21 But I've been able to get DOT to negotiate on TARP
22 program moneys back when there used to be TARP program
23 moneys. I got the regional directors to modify those
24 contracts.
25 If you don't ask, you don't get. I'll try.

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1 MAYOR JENKINS: Should we table this till we
2 do a little more research on it?
3 MR. HOWE: Well, we got till Friday.
4 Currently we got 22 acres of park land that
5 is minuscule. We have City Hall. I think we can
6 handle the interchange in addition.
7 COUNCILMEMBER ROCHE: I'd be a lot more
8 comfortable with even just going out and cleaning it
9 up and then going from there. I mean 50 years --
10 I mean there's all kinds of traffic issues.
11 I'm hoping that sometime in the next 50 years they
12 redo all that as far as the roads. I mean there's a
13 whole lot of asphalt out there.
14 COUNCILMEMBER PITTMAN: Is it possible maybe
15 to give them a call and just ask?
16 ATTORNEY WEED: Yes, ma'am; sure.
17 MAYOR JENKINS: If we don't go for the
18 grant, let's go for permission to clean it up.
19 COUNCILMEMBER FLEMING: That would be my
20 preference, Mayor.
21 MAYOR JENKINS: I wanted to do that, but
22 when I got into this -- and Murray will agree with me
23 -- we got into looking at the contract, we could just
24 get a clean-up contract.
25 As they say, the shrubbery's there. It's

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1 just covered up with weeds.
2 MR. HOWE: Well, some of the plants is
3 invasive. It just chokes everything out, everything
4 that's decent. So we could clean it up, but then
5 what's going to happen the next time it needs cleaning
6 up? Are we going to --
7 MAYOR JENKINS: Well, no more than it has to
8 be cleaned up, if there is good shrubbery in there, it
9 wouldn't take an awful lot.
10 COUNCILMEMBER ROCHE: We're basically
11 committing to maintaining it anyway with this grant --
12 or without the grant. So if we can clean it up and
13 maintain it, at least we're not committing to 50
14 years.
15 ATTORNEY WEED: I was just going to add,
16 having gone through this before, I mean if you're
17 going to -- if you want the interchanges cleaned up,
18 you will have to do it. The DOT never will.
19 MAYOR JENKINS: All we need is permission --
20 ATTORNEY WEED: That's no disrespect --
21 MAYOR JENKINS: -- to clean it up.
22 ATTORNEY WEED: -- to DOT, but they just
23 won't.
24 MAYOR JENKINS: We can clean it up. All we
25 need is the permission. We have the people to do it.

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1 COUNCILMEMBER FLEMING: Well, the resolution
2 that you drafted from your office was to beautify and
3 improve the various rights-of-way, the landscaping,
4 but it was to enter into a mowing and maintenance
5 agreement between the City of Doraville and Georgia
6 Department of Transportation. That's what I'd like to
7 see us do, but I don't believe that's what the Gateway
8 Grant was actually specifying.
9 So if we can look into a mowing and main-
10 tenance agreement with the City of Doraville and
11 Georgia Department of Transportation, that's what I'd
12 like to see us do.
13 COUNCILMEMBER SPANGLER: I agree.
14 MAYOR JENKINS: Well, do we have a motion
15 that we do exactly what you're talking about? Pursue
16 it just through DOT?
17 ATTORNEY WEED: Well, I don't really think
18 you need a motion for that. It's the general
19 consensus.
20 But the item on the table would be to
21 approve the application for the grant. If you don't
22 want to do that, I don't know that really needs a
23 motion either. You just let it --
24 MR. HOWE: We don't have to accept. If we
25 get approved -- we may not get approved, but if we do,

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1 we don't have to accept it.
2 COUNCILMEMBER FLEMING: I would like to do
3 what Ms. Pittman, and pick up the phone and call and
4 find out about the 50-year plan because I'm real
5 concerned about that as well. And if there is no
6 changing in the time factor, then I would prefer not
7 moving forward with the Gateway Grant.
8 MR. HOWE: Well, it's due Friday. So I've
9 got a landscape architect to help do the design for
10 nothing. So I'd like to tell her to forget it tonight
11 instead of having --
12 COUNCILMEMBER FLEMING: Can you not make a
13 phone call tomorrow morning to the issuers of the
14 grant and just find out the 50-year --
15 MR. HOWE: I can.
16 COUNCILMEMBER FLEMING: -- section? And if
17 they don't come off the 50 years, then that would --
18 COUNCILMEMBER BATES: Is there a time period
19 that would be acceptable to Council to consider?
20 Because if they're going to say 45 years, I don't
21 think that's going to cut the mustard. Is it five
22 years? Is it 10 years? Is it 25 years? We need to
23 have a threshold before we send Mr. Howe on a goose
24 chase to figure out what our step is.
25 I mean if they come back and say, "Yeah,

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we'll knock 10 years off," is that acceptable to Council?
MAYOR JENKINS: I would --
COUNCILMEMBER ROCHE: I can't see --
MAYOR JENKINS: -- say no.
COUNCILMEMBER ROCHE: -- committing to any more than five years, personally.
MAYOR JENKINS: I wouldn't carry more than a full election, four years.
COUNCILMEMBER BATES: So if I'm hearing five years, if they'll agree to do a Gateway Grant and enter into a mowing and maintenance agreement for five years, we'll vote on it tomorrow night, and if it's anything more than five years, it's a "no." Is that what I'm hearing?
COUNCILMEMBER FLEMING: That's acceptable to me.
COUNCILMEMBER PITTMAN: That's good.
COUNCILMEMBER ROCHE: Uh-huh.
COUNCILMEMBER BATES: Well, then, I'll make a motion that Mr. Howe, if you call the appropriate people with DOT and they agree to change item four of the Memorandum of Understanding to five years, then I'll make the motion to approve that. If they decline anything less or more than that, motion to deny.

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MAYOR JENKINS: Okay.
MR. HOWE: Okay. I'll call them.
It will be costly to clean that up just one time. You're going to have to spray a lot of plants and kill it and then wait a month to grow anything else.
MAYOR JENKINS: Okay. Do I get a second?
COUNCILMEMBER FLEMING: Second.
COUNCILMEMBER PITTMAN: Second.
MAYOR JENKINS: Anymore discussion?
Call the roll, please.
COUNCILMEMBER BATES: Hang on, Mr. Mayor.
MAYOR JENKINS: Oh.
COUNCILMEMBER BATES: Mr. Haeberlin?
MR. HAEBERLIN: I just wanted to add something, and this is my area of specialty. I just wanted to let the Council know that you must realize this area is planted with a lot of very inexpensive, fast-growing plants such as junipers and burford hollies. The plants that are there will not survive much cutting or trimming, and so we have to be very realistic. What was put there initially was very inexpensive and not well thought out, and so you must realize those things have basically reached their useful life, and if we get in there and do a lot of

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pruning on these, they're essentially going to die.
MAYOR JENKINS: Okay.
MR. HAEBERLIN: And so I know that some of you are plants people and some are not, but the species that are there are very poor and they are not items that are going to take much trimming. So if we do trim them back, it's likely that they will die.
COUNCILMEMBER BATES: While we're in discussion, there's a whole group of trees at Peachtree Industrial Boulevard that are dead, so, you know, we can clean it up all around them but they're still dead.
MR. HAEBERLIN: And I think what Luke had looked into is things such as ornamental grasses, things that are so drought tolerant that they don't have to be sheared, because these burford hollies that you have out there, they've all been cut up into stalks and they're basically just growth on the top so you really have no way to cut them back. The same with the junipers. They have all the trash and the garbage in them. Once you start cutting them back, they're very susceptible to mites; they'll go like that (gesturing).
So you know, we have to be very careful. I know you guys want to clean it up. But realistically,

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if we do trim what's there because it's been neglected for so long, we probably will lose everything that's out there. I wanted to add that. Thank you.
COUNCILMEMBER ROCHE: Did anyone sign up to talk about this, Mayor?
MAYOR JENKINS: I don't have a sign-up sheet. We have just a public hearing. This is actually a public hearing. This was just added to the agenda.
COUNCILMEMBER ROCHE: Right. I didn't know if you had a sign-up sheet for this one?
MAYOR JENKINS: No.
Anymore discussion?
- - -
(No response)
- - -
MAYOR JENKINS: Call the roll, please.
ASSISTANT CLERK BRYANT: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
ASSISTANT CLERK BRYANT: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
ASSISTANT CLERK BRYANT: Councilmember Fleming?

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COUNCILMEMBER FLEMING: Yes.
ASSISTANT CLERK BRYANT: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
ASSISTANT CLERK BRYANT: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
ASSISTANT CLERK BRYANT: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: Thank you.
MR. HOWE: I'm sorry. What was that?
COUNCILMEMBER FLEMING: For five years. Correct?
COUNCILMEMBER BATES: Yes.
Thank you, Luke.
MR. HOWE: No problem.
MR. HAEBERLIN: I'll return to those items that were on your previous agenda.
The next item was recessed from September 28, 2009, which is conditional use request for massage therapy, Mr. Nguyen for M-Spa at Clover Plaza at 5659 Buford Highway, Suites 201 and 202; zoned C-2, which makes it eligible for an application, and then of course you've got your tax parcels listed.

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You guys have already conducted a public hearing on this item. It was for fact finding. So at this time, I invite the applicant forward and you guys can continue your fact finding on this item.
MAYOR JENKINS: State your name, please, sir.
MR. NGUYEN: Hao Nguyen.
MAYOR JENKINS: Okay. Go ahead.
MR. NGUYEN: Okay. He said I just wait for your answer because we had the public hearing already. If you have any questions, I will answer.
COUNCILMEMBER ALEXANDER: Do you have a massage therapist license yourself --
MR. NGUYEN: No, I don't.
COUNCILMEMBER ALEXANDER: -- from the State?
MR. NGUYEN: I don't.
COUNCILMEMBER ALEXANDER: Do you already have a roster of the licensed massage therapists you're going to employ at your location?
MR. NGUYEN: Yes, we do. We applied for a license in May of this year and it's been almost six months. So the people that we were trying to recruit to work for us, some of them are available, some of them may not be, but we do have people that are willing to work for us.

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COUNCILMEMBER ALEXANDER: And they're licensed by the State.
MR. NGUYEN: Yes, licensed by the State.
COUNCILMEMBER ALEXANDER: I noticed that your location in Duluth, a couple of things. It shows that you offer what's known as permanent makeup like tattoo of eyeliner.
MR. NGUYEN: Yes.
COUNCILMEMBER ALEXANDER: Do you have a certificate from the health department showing that they inspected you?
MR. NGUYEN: We have people that do that, and they work for us as independent contractors. So whenever we have a client who needs, you know, the service, we will call them in and they will do it.
COUNCILMEMBER ALEXANDER: But they do it at your facility.
MR. NGUYEN: Right.
COUNCILMEMBER ALEXANDER: Do you have a health certificate for that?
MR. NGUYEN: Yes, we do.
COUNCILMEMBER ALEXANDER: That allows tattoo on premises?
MR. NGUYEN: We got the business license from the City of Duluth that allow us to do skin care

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and all of the services that we list in the --
COUNCILMEMBER ALEXANDER: But you do not have a certificate from the department of health that allows you to do tattooing on premises.
MR. NGUYEN: Well, I don't think we are required to have that.
COUNCILMEMBER ALEXANDER: Okay. By State law, you are.
MR. NGUYEN: Oh. Well, I have to check again.
COUNCILMEMBER ALEXANDER: On your price list, it has prices may vary per person.
MR. NGUYEN: Yes.
COUNCILMEMBER ALEXANDER: Can you explain that?
MR. NGUYEN: Well, what happens, some people have long hair, some people have short hair, some people have, you know, no hair. So we tell them based on whatever they have, you know. It varies.
MAYOR JENKINS: Anymore questions?
COUNCILMEMBER FLEMING: Did you plan -- I may have asked this prior, in the previous public hearing. Did you plan on this as an additional location to the one in Duluth --
MR. NGUYEN: Yes.

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COUNCILMEMBER FLEMING: -- or you're closing the one in Duluth?
MR. NGUYEN: No. This is a second location.
COUNCILMEMBER FLEMING: Okay.
COUNCILMEMBER PITTMAN: So are you planning on having nice, open, visible windows?
MR. NGUYEN: Yes, absolutely. Yeah. We want people to come in, you know.
COUNCILMEMBER PITTMAN: Okay. Because I noticed when I went to look at the other one that you can't really see inside.
MR. NGUYEN: That other location is a very old location. It's been there for 10 years and --
COUNCILMEMBER PITTMAN: So why are the windows boarded up or I don't know what you --
MR. NGUYEN: Because in the summer, the heat, you know, make it really hot inside and because of the electricity is so high, you know, we have to pay like a lot of money for the heat. So we tried to block it just to save energy, try to, you know, save money.
COUNCILMEMBER PITTMAN: So you're not going to do that at this location to save money, the windows?
MR. NGUYEN: Probably not.

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MAYOR JENKINS: More questions?
- - -
(No response)
- - -
MAYOR JENKINS: Okay, Scott. Want to open up the public hearing?
MR. HAEBERLIN: Sir, you've already had the public hearing on this item. So at this time, if you're through with your fact-finding portion, Council can entertain a motion.
MAYOR JENKINS: Okay. I'll entertain a motion.
COUNCILMEMBER ALEXANDER: Mr. Weed, do you need to read the conditional criteria?
ATTORNEY WEED: I'm happy to do so. It's Section 1501. As the Council will recall, the standards have been changed; however, the applicant's application was in process at the time prior to the changes, so these are the standards that are applicable to this particular application.
Section 1501, Conditional Use Procedure, I'm not going to read the entirety of it but the relevant parts are: that the application as submitted will include a site plan drawn to scale depicting how the proposed conditional use will conform to all space

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limits, buffers, parking and loading provisions of the ordinance and other provisions of the ordinance; the Council shall consider the following prior to making a recommendation on the conditional use: one, the application and site plan submitted by the applicant; two, that all specific conditions of this ordinance relative to the conditional use have been met; three, that the applicant has made a binding agreement for any specific limitations or conditions necessary to protect the public interest and ensure the continued beneficial use and enjoyment of nearby properties or that no special limitations are necessary to protect the public; four, that the conditional use with specific limitations and design features as may have been required will further the aims of the land use plan and will not be unduly detrimental to nearby properties.
So you have to apply the facts as presented to you to those standards.
COUNCILMEMBER BATES: Where do you typically advertise?
MR. NGUYEN: Where?
COUNCILMEMBER BATES: Yeah.
MR. NGUYEN: Well, different places. Newspaper, you know, coupon; mailer pack, you know,

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the one that you receive in the mail; and flyers you could send, you know, through the U.S. mail.
COUNCILMEMBER BATES: What newspapers or magazines?
MR. NGUYEN: Well, like local newspaper that, you know, affect the local people.
MAYOR JENKINS: Anymore discussion?
- - -
(No response)
- - -
MAYOR JENKINS: Do I have a motion?
COUNCILMEMBER FLEMING: Mr. Mayor, I don't think that this particular establishment would benefit the public interest of that shopping center and be beneficial to the nearby properties. So I would have to make a motion to deny the conditional use permit.
COUNCILMEMBER ALEXANDER: Second.
MAYOR JENKINS: Okay.
MR. NGUYEN: Well, can I say something?
Well, the building very next to the building we're trying to put a business in there, they have a license from the County of Dekalb within probably a couple of weeks after they applied for. It's right next door.
I mean we're trying to put a business to

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1 help the city of Doraville, will help the people with
2 jobs and help people with -- you know, they need a
3 professional service, the massage therapy. They can
4 come to a place that, you know, they can feel good.
5 If you look around here, I mean you see
6 them, eight of them, but how many of them are actually
7 really good and, you know, benefit the people that
8 have higher standard, you know. They expect more from
9 a massage therapy place, and we are trying to provide
10 that service. So it is beneficial to the city, the
11 city of Doraville, and for the people who want a
12 higher, you know, standard of service.
13 MAYOR JENKINS: Anymore discussion at the
14 table?
15 - - -
16 (No response)
17 - - -
18 MAYOR JENKINS: Call the roll, please.
19 ASSISTANT CLERK BRYANT: Councilmember
20 Alexander?
21 COUNCILMEMBER ALEXANDER: Yes.
22 ASSISTANT CLERK BRYANT: Councilmember
23 Bates?
24 COUNCILMEMBER BATES: Yes.
25 ASSISTANT CLERK BRYANT: Councilmember

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1 Fleming?
2 COUNCILMEMBER FLEMING: Yes.
3 ASSISTANT CLERK BRYANT: Councilmember
4 Pittman?
5 COUNCILMEMBER PITTMAN: Yes.
6 ASSISTANT CLERK BRYANT: Councilmember
7 Roche?
8 COUNCILMEMBER ROCHE: Yes.
9 ASSISTANT CLERK BRYANT: Councilmember
10 Spangler?
11 COUNCILMEMBER SPANGLER: Yes.
12 MAYOR JENKINS: Motion denied, sir.
13 MR. NGUYEN: All right. Thank you.
14 MAYOR JENKINS: New Business, number 4,
15 Scott.
16 MR. HAEBERLIN: Yes, sir. The next item
17 under new business is the city-initiated rezoning,
18 Chestnut Place Condominiums, R-SFA Conditional to
19 R-4. It's 6.93 acres which is the total project site.
20 It is one lot essentially because it's condominium
21 regime, Land Lot 296 of the 18th District. I did give
22 you the Dekalb County Tax Assessor's identifications,
23 which are extensive. And recall, they assign a
24 different number to each level of the unit, so it
25 looks a lot more than it is. But essentially this is

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1 one parcel with condominium regime on it.
2 In your package, you have the minutes of
3 January 18th, 2005, where the City rezoned this
4 property to R-SFA. R-SFA definition implies fee
5 simple lot ownership, you actually physically own the
6 ground under your unit, versus condominium where you
7 collectively own the property but you have rights,
8 certain, say, air space rights or space rights to
9 having a unit there.
10 And the conditions that were adopted at that
11 time were written by a developer. They are not
12 necessarily beneficial to the city; however, they were
13 written by a developer and accepted by a developer.
14 Subsequent to that action, the City utilized
15 the services of Dekalb County, and Mayor Jenkins has
16 the approved plans that's in front of him. The
17 property, although being zoned R-SFA, and the rezoning
18 exhibit which was part of the conditions is also
19 included in that land disturbance permit.
20 Well, what happened is once that land
21 disturbance permit was issued, they didn't follow it,
22 and so primarily the developer diverged from plan and
23 so he was in violation. Of course, that developer may
24 be long since gone, and I certainly believe that to be
25 the case. But he diverged from the plan and he did

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1 condominiums, and he has recorded a condominium plat.
2 And from that perspective, since you have a zoning
3 category for that of condominiums versus R-SFA, this
4 property is actually improperly zoned.
5 And that is something that needs to be
6 addressed because there are two modules left and they
7 are at the entranceway, on the left side of the
8 entranceway of the private road going into this
9 property and they are not completed. And so at some
10 point, somebody would be asking me in the capacity of
11 overseeing the permits clerk to issue building permits
12 on something that's not zoned properly, and that is a
13 problem. And since you do have the appropriate zoning
14 category for condominiums, which is R-4, this is
15 corrective action to correct what has occurred in the
16 field and to make the remainder of the property to be
17 able to be developed.
18 Now, those extensive plans, what's
19 interesting about them is the rezoning exhibit on
20 there, if you look at it, you would believe that each
21 person owned the little pad of property under their
22 unit. But in reality, they don't own anything because
23 it's one piece of property, and this collective body,
24 they own a pro rata share of the property --
25 collectively they pay association fees to have it

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1 maintained; they have insurance, et cetera -- rather
2 than them owning, again, the parcel on which their
3 unit's located. So those are some of the key factors
4 in there.
5 On the situation of zoning, this really is
6 not that different from the zoning today, and I'll
7 tell you why. It's a component of residential zoning.
8 So if it's condominiums or townhouses, it doesn't
9 really matter. It's a single-family component. It's
10 a single-family attached component that is essentially
11 almost 80 percent built out.
12 So we've got these two twelve-pads -- excuse
13 me -- the two six-pads or 12-unit potential that have
14 not been built on. We had one that had some footings
15 put in, and the footings were not put in with over-
16 sight from the City and they would not be accepted as
17 being compliant because they were not inspected. So
18 those footings are essentially going to be abandoned;
19 they'll be removed. And then you have another pad
20 site which is immediately adjacent to it for which no
21 construction ever commenced. And so we have a
22 situation we're not in code compliance.
23 One of the key items on this site was a
24 stream buffer, and there is archival evidence that
25 suggests that the City was involved by way of Dekalb

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1 County in some EPD violations, and the City perhaps
2 paid some fines, and there was an encroachment into
3 the stream buffer and that there perhaps was filling
4 of the flood plain, and there was tree removal.
5 Again, this is all supposition based on what I can
6 piece together from the previous staff that was here.
7 So under your standards of zoning review,
8 again, there is nothing that is particularly mind-
9 boggling because this is just another form of single-
10 family attached. It is condominium development,
11 collective ownership of the property. It's moving
12 this into the correct zoning category. But at the
13 same time, the zoning conditions that were written
14 were not very conducive to the built product. And so
15 what I did was attempt to hone those zoning conditions
16 to make them more like the built product.
17 One of the key items that you see in there
18 is that module one, the first set of units inside the
19 gateway that are not completed need to be moved
20 forward, and they need to be moved forward so we can
21 get them out of the 75-foot stream buffer. Right now
22 as they're plotted on the ground with these footings
23 and as shown on the condominium plat which is attached
24 as an exhibit on the back of your reports -- if you'll
25 turn your report, it shows the condominium plat that's

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1 been filed -- you see the two yellow sets of buildings
2 -- and these are the ones that are not completed. You
3 also see with the blue the 75-foot line, and you see
4 very clearly that module one or building one is in the
5 75-foot stream buffer, and that's a problem because we
6 have a criterion that we are not observing.
7 There doesn't seem to be archival evidence
8 that suggests that this was ever resolved, that the
9 City ever actually formally granted any sort of
10 variance, or the County, to allow this to occur. This
11 plat that was recorded was not recorded, from what I
12 found, with any consent of the City.
13 Recently we've discovered through looking
14 through the archival files of the City -- and I've
15 gone all the way back to 1966 -- that the City in fact
16 had subdivision regulations, so the City had control
17 by way of the Planning Commission of approving plats.
18 So that's why I look at this plat as being something
19 superfluous that has been recorded. It does not
20 necessarily in my opinion bind the City to anything.
21 It has just been recorded for the mere purposes of
22 establishment of this condominium regime.
23 So what I'm wanting you to consider is how
24 can we move building one closer to this private street
25 to get that building or potential pad site for that

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1 building out of the 75-foot stream buffer? I think
2 it's possible, certainly possible.
3 Now, all the units in here are at different
4 setbacks, and it is appropriate to have some sort of
5 setback on a private street. But if you look at the
6 pictures in the back, you will also notice that some
7 units can park four to six cars in front of them and
8 some units can barely park a car in front of them.
9 And what's interesting about them is that these far
10 surpassed what was code requirements for R-SFA at the
11 time. These all have two-car garages, and the
12 original conditions written require two-car garages.
13 So this situation is a little different than some of
14 our other developments where they only had a one-car
15 garage.
16 Additionally, you have a significant amount
17 of common open space in the center with a lot of
18 visitor parking. Actually, as far as a condominium
19 regime, this is of some of the most plentiful visitor
20 parking that I have seen. So people who do not park
21 in their garages actually have additional
22 opportunities on site and also too for their guests.
23 So I think you should consider that in looking at that
24 reduction on module one or building one.
25 And in the conditions, a lot of the control

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is given to the City Council because I think that each one of the units here and each building or set of buildings is unique and different on its own. Even though they all go together very well, they're all slightly different, so everybody's unit has a -- it has a little character to it, but as a collective whole they all look good together.

And so the way I wrote the conditions is to give the Council a certain level of architectural control, and that control is based on some guiding principles that are listed in item 21 of your conditions, which is page 12. And so the City Council would review these elevations before building permits were issued for them, and that will give a level of control to ensure that the completeness of this project is that like which has essentially been built throughout, and so item 21 gives you that level of control.

While I certainly understand there are covenants on this site, and covenants are under the homeowners association control, as you're aware, we the City -- we cannot enforce covenants. So unless it's in a development regulation or a zoning condition, there's really nothing we can do about it.

And so like I said, I think there's some

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thoughtful art -- I certainly hope you think there's thoughtful art given to the recrafting of the conditions. But the original conditions were fairly poor. One of the conditions was that the exteriors be masonry. Well, of course, in my experience, masonry could be hardy plank. So there's no guarantee right now that these units will even be completed as brick. And so that was one of the items in the original conditions I'm just giving you as an example of what, again, I thought was poor.

This will allow the completion of this project, and you know, in terms of the development span, it has been a protracted amount of time. There apparently are perhaps some foreclosures occurring here with the remaining lots, and those potential homeowners or property owners -- excuse me -- would be subject to the conditions that, if you adopt tonight, it would also fall on their property. Again, the conditions were written with the concept of not only what's there in case it was removed or destroyed but as well with what could come in with the remaining 12 units.

Does the Council have any specific questions? I know Councilwoman Alexander, you did have some questions.

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COUNCILMEMBER ALEXANDER: Regarding module one's pad, you say the footings are poured.

MR. HAEBERLIN: That's correct.

COUNCILMEMBER ALEXANDER: I believe you were going to ask Mr. Calcaterra if he ever inspected those footings.

MR. HAEBERLIN: According to the information I received from Mr. Calcaterra, they have never been inspected.

COUNCILMEMBER ALEXANDER: Is part of one of the conditions of this to require them to move those footings from the stream buffer?

MR. HAEBERLIN: That is correct.

COUNCILMEMBER ALEXANDER: So they're going to have to jackhammer or --

MR. HAEBERLIN: That's correct.

COUNCILMEMBER ALEXANDER: -- whatever you have to do to . . .

MR. HAEBERLIN: Remember, again, and those are just footings. They never went any farther past the footings. The utility stubs are in the right locations. They will have to be shortened or lengthened depending on how this building moves. But the on-site connections are handled by the individual builders, so each builder collectively of a set of six

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will have to modify slightly the utility connections.

COUNCILMEMBER ALEXANDER: The last time I rode through there, and it's been over a year or so, there was a model unit that did not have the two-car garage. It actually had French doors and the office was in there, and I didn't see any kind of provision in here to allow that. We're going to assume that that's temporary and that in the future that unit's going to be sold?

MS. GILMAN: It has been.

COUNCILMEMBER ALEXANDER: Oh, it has been sold.

MS. GILMAN: It's a --

COUNCILMEMBER ALEXANDER: So that's --

MS. GILMAN: -- one-car garage now.

COUNCILMEMBER ALEXANDER: Oh, it's a garage now. Okay.

MR. HAEBERLIN: Okay. It has been converted. Okay.

Yeah. I was going to draw a concern about that because your building code does not reflect model homes, and we do need to think about that.

COUNCILMEMBER BATES: Who would be responsible for the removal of the footings?

MR. HAEBERLIN: The applicant for the

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1 building permits for module one.
2 COUNCILMEMBER BATES: Okay. And under item
3 10 that says the remaining dwelling unit site shall be
4 completed within one year or the pad sites shall be
5 sodded with turf grass as common open space.
6 Who would be responsible for the sodding?
7 MR. HAEBERLIN: Whoever owns the rights to
8 that property at that time. And again, right now
9 that's up in the air because it's my information I've
10 received, it could perhaps be in foreclosure by one or
11 more banks. We would serve notice upon whomever we
12 find to have the property ownership.
13 COUNCILMEMBER BATES: Is a one-year time
14 frame realistic considering the economy today?
15 MR. HAEBERLIN: I don't know. That's a good
16 question. Certainly --
17 COUNCILMEMBER BATES: And considering that
18 there might be a foreclosure and contesting of --
19 MR. HAEBERLIN: Sure.
20 COUNCILMEMBER BATES: -- property rights and
21 things like that, what I don't want to do is bind that
22 property up. What happens if two years from now
23 somebody wants to build? Is it not buildable?
24 MR. HAEBERLIN: Correct. Well, I'll let you
25 know, the original zoning conditions -- and you know,

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1 again I apologize. The City really --
2 This goes back to enforcement. The original
3 zoning conditions gave you guys the right to revert
4 this zoning, and really the City should have acted on
5 reverting that zoning. The time span far exceeded
6 what was specified in the zoning conditions and in the
7 Zoning Ordinance, so really they have received the
8 benefit already.
9 But I see what you're saying about the year.
10 My concern is -- and I have been approached by
11 prospective buyers of this property, and I've told
12 them, if you realistically think the City is going to
13 allow you to let that property sit unmanaged and
14 unmaintained for five years, that's unrealistic. I
15 don't think that's something that our City Council is
16 going to entertain.
17 As you know, right now it just has temporary
18 grassing and it's not exactly as well manicured as the
19 rest of the property. The only reason I put that
20 condition in is to give you a little control. If you
21 want to entertain elongating that time frame, that
22 would be fine with me.
23 COUNCILMEMBER BATES: Under that same
24 provision, if it doesn't -- and hypothetically under a
25 year now, the footings would still need to be removed;

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1 correct?
2 MR. HAEBERLIN: Correct.
3 COUNCILMEMBER BATES: Who would be
4 responsible? The owner of record?
5 MR. HAEBERLIN: The owner of record. We'll
6 serve notification on them.
7 COUNCILMEMBER BATES: That they need to tear
8 up the footings.
9 What about the utility stubs?
10 MR. HAEBERLIN: The utility stubs could
11 stay. I mean that's very common to see those.
12 COUNCILMEMBER BATES: Even after a year?
13 Because after a year, that property's no longer
14 developable according to the conditions. So why would
15 you need to leave the utility stubs in?
16 MR. HAEBERLIN: Well, that's assuming again
17 that you're going to elongate the time frame.
18 I agree. Whatever time frame the Council
19 sets, at some point those utility stubs would be
20 capped off, okay, and become level with the ground and
21 the area sodded, and it's not uncommon. You guys know
22 this. You have a utility clean-out in your front
23 yard. You may not know where it is anymore because
24 the grass has grown over. But it's very common to
25 have utilities that remain.

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1 So if you want to entertain elongating that
2 under item number 10, you need to think in terms of
3 what time frame is an inducement to finish this
4 project, and that's really what I'm wanting.
5 ATTORNEY WEED: The other thing, too,
6 Councilman, would be that, you know, bear in mind
7 whoever acquires this land, if they want more time, as
8 an applicant, they can come and petition the Council
9 for more time, and you'd consider it and either grant
10 that condition or not.
11 MR. HAEBERLIN: Which I would term a zoning
12 modification. Generally Murray calls that a rezone.
13 Same thing; a change to the conditions.
14 COUNCILMEMBER BATES: That assumes that the
15 potential foreclosure happens relatively swift; you've
16 got a clear, concise owner; they've been able to --
17 ATTORNEY WEED: It won't matter. If I own
18 blackacre, if I own -- you know, just like, you know,
19 a widget is a standard term for a thing, in the
20 economy, blackacre is the standard legal term for any
21 plot of land. If I own blackacre 20 years from now, I
22 can always come to you and seek to rezone it for a use
23 to build something on. There's nothing that can ever
24 prevent me from doing that.
25 You can always extend -- you can always

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1 expand out the time, but I wouldn't worry about the
2 year.
3 COUNCILMEMBER BATES: I understand.
4 ATTORNEY WEED: If somebody acquires this
5 property, I assure you they will be here bringing it
6 to your attention so they can build upon it.
7 COUNCILMEMBER BATES: Thank you. That is an
8 excellent point.
9 COUNCILMEMBER FLEMING: I had couple of
10 questions myself.
11 If you don't know this answer, maybe Carol
12 might be able to help. Is there a property management
13 company involved?
14 MS. GILMAN: Yes. Parkside Management.
15 COUNCILMEMBER FLEMING: Parkside?
16 MS. GILMAN: Parkside Management. Celia
17 Ebert is the CEO.
18 COUNCILMEMBER FLEMING: And Mr. Haeberlin,
19 were you aware of Parkside Management --
20 MR. HAEBERLIN: Yes, ma'am.
21 COUNCILMEMBER FLEMING: -- prior? Were they
22 notified about the public hearing this evening?
23 MR. HAEBERLIN: No, ma'am. Ms. Gilman, as
24 the representative from the homeowners association,
25 has been in attendance at the Planning Commission,

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1 et cetera, on this item.
2 COUNCILMEMBER FLEMING: Okay. Have the
3 owners of the undeveloped plots been notified?
4 MR. HAEBERLIN: Again, honestly,
5 Councilwoman Fleming, I don't really know who those
6 people are because there's some that's up in the air.
7 I don't who to secure these rights.
8 COUNCILMEMBER FLEMING: Okay. As far as the
9 banks are concerned, have we notified?
10 MR. HAEBERLIN: There have been names thrown
11 out but there's no -- I have no significant proof that
12 suggests anybody's an owner.
13 ATTORNEY WEED: The only way we could
14 acquire that information would be to, A, check the tax
15 records, but more likely we'd have to do a title
16 search to try to confirm all the mortgage holders.
17 COUNCILMEMBER FLEMING: Okay. So what
18 happens if a developer comes and says, I'm going to
19 develop that property? How do we determine whether
20 he's legally able to actually build on that property?
21 MR. HAEBERLIN: He would present me with a
22 warranty deed which shows that he's entitled, he's got
23 some rights.
24 COUNCILMEMBER FLEMING: Okay.
25 ATTORNEY WEED: He would also -- just FYI,

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1 he would also have to sign a form swearing or
2 affirming that he was the owner of the property, and
3 if he lied to us on the form, 16-10-20, it's a felony
4 to do that and you get one to five for lying to the
5 government.
6 COUNCILMEMBER FLEMING: Okay. Another
7 question I had was you're indicating that the
8 homeowners association is actually the legal property
9 owner of all the plats; is that correct? Is that what
10 you're telling or --
11 MR. HAEBERLIN: Well, collectively --
12 COUNCILMEMBER FLEMING: -- what I under-
13 stand?
14 MR. HAEBERLIN: Collectively, the 6.93 acres
15 is owned by this group, this association, okay, and
16 then individuals have certain rights to portions of
17 this because they are condominiums. And really,
18 building one and two, they're really not buying land
19 per se; they're buying rights, rights to develop.
20 And so collectively -- I believe Carol could
21 speak to this -- that perhaps it's not their
22 association that has the controlling interest at this
23 time. It's perhaps a group of banks.
24 COUNCILMEMBER FLEMING: Okay. At this
25 point, did the City notify all 35 owners?

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1 MR. HAEBERLIN: No, ma'am. It's not a
2 requirement of your code at this time.
3 COUNCILMEMBER FLEMING: Just wanted to go on
4 record.
5 MR. HAEBERLIN: We did run a legal ad of
6 course.
7 COUNCILMEMBER FLEMING: Okay, yes.
8 MR. HAEBERLIN: And Ms. Gilman, as a repre-
9 sentative of the homeowners association, has been
10 actively in attendance, and there was a couple members
11 present as well at the Planning Commission meeting.
12 I was looking through the original
13 conditions and I wanted to draw attention to that to
14 you. Really where the -- the City erred. Under item
15 number 10 of the initial conditions, it says the land
16 disturbance permit must be purchased within six months
17 of zoning or the zoning reverts back to R-1.
18 Actually, they were more strict than what your code
19 says, which says 12 months. If the townhome
20 development is not started within one year from
21 zoning, the zoning reverts back to R-1.
22 So the City Council and the staff had
23 adequate opportunity to reconsider this item; however,
24 it was prolonged and obviously there's been some mis-
25 takes. We can't correct that now. The only thing we

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can correct is getting it into the right zoning category.

We have two other developments, and, upon my initial review, there might be one that is also improperly zoned. Apparently the previous staff, many -- the consultant who worked with the City was not very attentive to the various zoning categories. Today you have R-4, which is Condominium. You had that back then too, and you had R-SFA. But now, recall, R-SFA with private streets has completely been excluded from the Zoning Ordinance and so it does not exist anymore.

COUNCILMEMBER FLEMING: I have two other questions, and this isn't necessarily for this specific Chestnut Woods condominiums, but do we have other condominium complexes in the city of Doraville?

MR. HAEBERLIN: I think perhaps you have one that you don't know it's a condominium complex; in other words, that it might be under the thin veil of being R-SFA.

COUNCILMEMBER FLEMING: Is that Flowers Gate?

MR. HAEBERLIN: Actually I think Flowers Gate might be your only true R-SFA with a private street.

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I think that Avery Park looks more like, from the initial information I have found, that it might be a condominium regime as well and we might have to address that as well.

COUNCILMEMBER FLEMING: Okay. And then my other question regarding this, shouldn't we have the property management companies' names, addresses on file for these if they're the ones that are truly the owners or the management companies of the condominium complex?

MR. HAEBERLIN: Well, the City does not -- and again, we have a lot of old development. I'll just give you an example. In Roswell, all the home-owners associations and POAs -- property owners association -- register with the city, and they have a web site section where they can go to and you can find out who to contact, who's your neighbor liaison, when the meetings are, et cetera. And since we have a lot of older development, we don't have a lot of homeowners associations that are actually registered with the State. Okay? In this situation, we do have one. This association is registered as a result of being a condominium regime.

COUNCILMEMBER ROCHE: Well, normally the association would hire the property management

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company.

MR. HAEBERLIN: Correct; and that changes. In other words --

COUNCILMEMBER ROCHE: Right.

MR. HAEBERLIN: -- typically --

COUNCILMEMBER ROCHE: You can fire your property manager.

MR. HAEBERLIN: Yeah. Typically, you know, when money gets tight, associations first look to the property management association and what they're charging them. I mean I've had people try to self-govern condominium associations, and I just don't think that works. In fact, that might be a violation of law, and Mr. Weed could attest to that. But it is a difficult thing to handle, because this group, I mean collectively they have to be concerned about paint chipping away on the windows, the roof leaking, you know, a tree dies -- this whole property, all of the little nitty gritty details that go into main-taining it -- because these respective property owners are not going out, they're not repairing paint, they're not replanting trees. They hire an association manager to do that for them.

COUNCILMEMBER ROCHE: Well, I know of one exception where they actually -- the condos I lived

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before I moved to Doraville. And they had -- one of the tenants was -- they actually paid him to walk around and, you know, complain when the mail was late and that sort of thing.

MR. HAEBERLIN: Yeah.

COUNCILMEMBER ROCHE: But the association basically handled everything itself.

MR. HAEBERLIN: Yeah.

COUNCILMEMBER ROCHE: And then he moved out, and I think we ended up having to hire somebody.

MR. HAEBERLIN: I think there is definitely a general misunderstanding of the concept of condo-minium or cooperative versus single-family detached. And you know, just from appearance, if you were to drive in there, I would have said yes, these are single-family detached. These people own the plot of ground. But upon investigation with the approved plans and what's occurred since then, it's self-apparent that these aren't. And so we have a correct zoning category for them to be in, which is R-4.

COUNCILMEMBER FLEMING: And I have one other question.

And Mr. Weed, help me and help Mr. Haeberlin if necessary.

Who would be responsible, then, for

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1 instance, QOL citations and warnings? Who would QOL
2 go to if they had some type of a warning they needed
3 to give? Would they issue it to the property manage-
4 ment company that's supposed to be --
5 Based on what Ms. Gilman has told me before,
6 the property management company are the one that does
7 all the landscaping. They do anything on the outside
8 of the home -- roofing, painting, et cetera, et cetera
9 -- and the owner is responsible for the inside.
10 Does QOL cite or give a warning to the
11 property management? Do they give it to the home-
12 owners association? Because surely at this point,
13 it's not the owner that's responsible for the outside
14 of the home.
15 ATTORNEY WEED: Well --
16 COUNCILMEMBER FLEMING: So that's my
17 question.
18 ATTORNEY WEED: Yeah. The way we structured
19 virtually all of our codes, I don't mean to be flip,
20 but we cite them all and let God sort them out, or, in
21 this case, the judge. That's our routine practice.
22 And our codes are written such that you can cite the
23 owner, you can cite a tenant, you can cite a property
24 management company. If they're related to the
25 property in any way, we try to cite everybody and we

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1 take them all into court and the judge can decide who
2 did something wrong and who didn't. That's the
3 judge's job.
4 MR. HAEBERLIN: Like I said, you know,
5 whatever or however the error occurred, we need to
6 correct this item. And as staff, this will then give
7 me the opportunity to work with an applicant and
8 actually issue a building permit.
9 I'll be honest with you. With what I know
10 now, I think it would be an error in my judgment
11 particularly to issue building permits at this time
12 because they're not in the correct zoning category and
13 we need to take care of that.
14 And of course I didn't mention this, but the
15 Planning Commission did recommend unanimous approval
16 of the recommendation to rezone the property from
17 R-SFA to R-4 based on the conditions that are outlined
18 in the staff report.
19 And this is a public hearing, so at some
20 point when you're ready, we'll need to open the public
21 hearing.
22 MAYOR JENKINS: Okay. Anymore questions at
23 the table before we have the public hearing?
24 - - -
25 (No response)

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1 - - -
2 MAYOR JENKINS: Okay. We allow 10 minutes
3 for, 10 minutes against.
4 Do we have anybody that's for it? Would you
5 come up to the microphone, please.
6 MR. HAEBERLIN: If you're for it, please
7 raise your hand just so we have an idea of how many we
8 need to handle. (Counting) one, two. Okay. Probably
9 about two minutes apiece --
10 MAYOR JENKINS: Two minutes?
11 MR. HAEBERLIN: -- something like that.
12 MAYOR JENKINS: Come on up to the micro-
13 phone.
14 MR. HAEBERLIN: Please state your name as
15 well as your legal address.
16 MS. GILMAN: Mayor, Council, my name is
17 Carol Gilman. My legal address is at Chestnut Place,
18 3334 Chestnut Woods Circle.
19 I support this initiative taken by the City
20 to take corrective action detailed by the City Planner
21 and he's done an outstanding job in detailing the
22 final product. It places our Chestnut Place
23 development within the proper zoning classification.
24 I believe the rezoning will preserve the continuity of
25 development and contribute to the overall stability of

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1 our evolving development.
2 I also believe that preserving the architec-
3 tural design and character of Chestnut Place is key to
4 protecting property values. This corrective action
5 sends the right message to potential home buyers that
6 they can count on what you see is what you get and to
7 potential investors that building and architectural
8 plans will not be changed midstream.
9 You know, there's nothing else quite like
10 Chestnut Place within the city of Doraville limits,
11 the city limits. I believe it's the flagship for
12 future condominium development.
13 We have an opportunity right here right now
14 tonight to do it right the first time. I support the
15 rezoning and I hope the Council approves it. Thank
16 you.
17 MAYOR JENKINS: Thank you.
18 Next? Come on up to the microphone, please.
19 State your name.
20 MS. AVERS: Chris Avers, 2611 McClave Drive.
21 And I would just like to speak in favor of
22 the rezoning as well. It's kind of looking at the big
23 picture for Doraville and moving forward with our
24 clean slate that we're going to be having every year
25 and are doing the right thing, setting precedent that

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we're going to do the right thing. I certainly support the rezoning effort.

MAYOR JENKINS: Thank you.

Next?

MS. KELLY: Nancy Kelly, 3334 Chestnut Woods Circle at Chestnut Place. I also obviously support the rezoning of our property. Particularly these two building -- these two six-unit plots that are at the front of our development are really critical to protecting the property investments that we currently have. They're right at the front of the development. And if we don't protect the character of our development and we allow someone to come in there and just build anything that doesn't look like what we already have, we've really destroyed the fabric of our townhome community or condominium community. So I encourage you to support this as well.

Thank you.

MAYOR JENKINS: Thank you.

Come right on up.

MS. MASON: Hi. I'm Saundra Mason and I'm a resident at Chestnut Place. I'm at 3388 Chestnut Woods Circle.

And I really am here just to support this whole initiative, and, again, the conforming look of

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our community is very, very important. And if any of you have driven in there or walked through there, you can see what we're talking about. The pictures of course give you a good depiction and an idea, but you really have to be there to understand what we're hoping to continue there.

Thank you.

MAYOR JENKINS: Thank you.

Next?

MS. FRAYSSE: I'm Susan Fraysse, and I attended the Planning Commission meeting on the 8th, and we went over a lot of these including -- I think we spent even more time on all the --

There are 24 conditions? Is that right?

MR. HAEBERLIN: That's correct.

MS. FRAYSSE: So I think we are really protecting the people who are there. But we need to correct the zoning to make it R-4 with those 24 conditions so the remainder of this area can be developed in keeping with what is already there.

It's good for them and it's good for the city to clean this up. And then it sounds like we have another area that we probably need to clean up. Another project needs to be rezoned R-4. But this is what we need to do tonight.

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Thanks.

MAYOR JENKINS: Come on up. Next?

MR. HART: Tom Hart, 2708 Bonnie Avenue.

I support everything that Scott had to say tonight concerning the project. And it had a lot of problems. It was built in a flood plain and they filled it in. And it's not the responsibility of the people that own this property; it's the responsibility of Dekalb County and the City of Doraville that didn't protect these citizens when they moved in this project.

And the City of Doraville needs to do everything it can on those properties not only to protect the integrity and the architectural design of that property but also to help them if they want to create a park or something in that area in the flood plain or the stream buffer, that they need to at least help them with that, because, like I said, the City of Doraville and Dekalb County bear some responsibility here.

Thank you.

MR. ANDERSON: Created a dead end. I also don't like the direction this podium faces. I think it should face the public as well, while I'm at it.

I certainly support the development on

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Carol's group with the architectural standards.

I might comment that irrelevant to the flood plain, perhaps one slightly larger structure should be built and green space created to once again enhance their quality and the quality of their construction; but either way, I support the R-4 zoning.

I find it unfortunate that they were sold a bill of goods, I guess, and I just want to make that statement that they're going through this complex situation that still leaves them somewhat unsupported or unprotected.

I asked a question, I guess, of Scott, about a two-hour firewall, if these condominiums or if these structures have that.

Carol, can you answer that?

MS. GILMAN: Yes.

MR. ANDERSON: They do have that, so that's fine.

And I do want to comment that the Planning Commission was not in force. There was no Planning Commission when this thing was pushed through, so it was not approved by any planning commission. They didn't exist at that time.

But I support the R-4 zoning. Thank you.

COUNCILMEMBER SPANGLER: As a matter of

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1 fact, Mr. Anderson, I think the Planning Commission
2 was started shortly after that.
3 MR. ANDERSON: Correct. But it was
4 commented something about the Planning Commission
5 during that time, and there wasn't one.
6 COUNCILMEMBER SPANGLER: No.
7 MAYOR JENKINS: Anybody else? Anybody else
8 for the zoning?
9 - - -
10 (No response)
11 - - -
12 MAYOR JENKINS: Okay. Do we have anybody
13 against the zoning? Would you hold your hand up,
14 please?
15 - - -
16 (No response)
17 - - -
18 MAYOR JENKINS: All right. Scott?
19 MR. HAEBERLIN: It comes back to the
20 Council. If there's no additional questions, you're
21 ready to entertain a motion.
22 COUNCILMEMBER BATES: Mr. Mayor, I'll make
23 the motion to --
24 COUNCILMEMBER FLEMING: I did have another
25 question. I'm very sorry.

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1 COUNCILMEMBER BATES: Go ahead. Sorry.
2 COUNCILMEMBER FLEMING: The two plats that
3 are presently there --
4 MR. HAEBERLIN: Yes, ma'am. The two-page
5 plat, uh-huh.
6 COUNCILMEMBER FLEMING: Correct; the two
7 six. It originally was designed that way. The
8 developer is no longer. The original financier is no
9 longer.
10 Is the City maintaining that we still want
11 to six-pads there? Could we not say that we only want
12 three per building and thereby reducing, you know, the
13 burden on the greenspace, burden on the stormwater
14 retention and so forth?
15 MR. HAEBERLIN: Well, really I was following
16 the original conditions because the original
17 conditions state that a minimum, I think is the way
18 it's written, is 47 units can be built. And so I
19 basically followed the design scheme from the
20 beginning. Even the plans in front of Mayor Jenkins
21 right here, which were issued land disturbance permit,
22 if they vest in any way -- and Mr. Weed can answer
23 that question -- show and depict as many units as we
24 were intending including these last twelve.
25 ATTORNEY WEED: I don't think these plans

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1 are vested in any way. I think that that ship has
2 long since sailed. So legally, I believe the City
3 could place additional conditions and new conditions
4 that would indicate that there would be, you know, not
5 as many.
6 COUNCILMEMBER FLEMING: Or no greater than?
7 Do we have a --? I'm sorry. I'm trying to
8 thumb through and see if we actually talked about the
9 two six-pads in the conditions.
10 COUNCILMEMBER BATES: Well, it probably will
11 be under number 11, which is the maximum.
12 COUNCILMEMBER FLEMING: A maximum of 47.
13 COUNCILMEMBER BATES: Yeah.
14 COUNCILMEMBER FLEMING: Okay.
15 MR. HAEBERLIN: And recall, the reason I
16 wrote it that way, Councilman Bates, as you're aware,
17 it was so open-ended before. You know, R-SFA allowed
18 everything, you could build a single-family house in
19 here, and so I was very concerned that that not occur.
20 COUNCILMEMBER FLEMING: Well, on the one
21 that you're having to come all the way out to the
22 street --
23 MR. HAEBERLIN: Yes, ma'am, which is
24 building one.
25 COUNCILMEMBER FLEMING: And I mean literally

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1 the garage would be on the street.
2 MR. HAEBERLIN: That's correct.
3 COUNCILMEMBER FLEMING: If -- of course I'm
4 not a developer and I'm not a design person either,
5 but could we not in that area reduce that number to
6 three to be able to provide them with a setback?
7 MR. HAEBERLIN: I mean that's certainly
8 something we could entertain.
9 I guess my original mentality -- and this
10 might go to Councilman Bates' question he was going to
11 ask; and I apologize if I cut you off -- is that a
12 certain amount of units ensures a certain amount of
13 individuals participating and paying fees. And so by
14 reducing the units -- and I understand your thought
15 process -- it could be looked at as a good. It could
16 also be looked at as a bad --
17 COUNCILMEMBER FLEMING: Okay.
18 MR. HAEBERLIN: -- because there's that much
19 less money going into the pot to maintain the collec-
20 tive.
21 COUNCILMEMBER FLEMING: Okay.
22 MR. HAEBERLIN: I guess that's why I didn't
23 feel real comfortable with just out and out reducing
24 the units.
25 COUNCILMEMBER FLEMING: Okay. 47 dwelling

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1 units, as long as that's the maximum.
2 MR. HAEBERLIN: And I think Carol can attest
3 to --
4 What is your current association fees per
5 month right now?
6 MS. GILMAN: One eighty-five.
7 MR. HAEBERLIN: One eighty-five. And that's
8 not very significant. And I'll tell you that because
9 I've had a lot of experience living in those places.
10 Most of the places that I have lived in were certainly
11 not quite as elegant as this but were in the three
12 sixty to four hundred range for a one- and two-
13 bedroom. This is a very costly property to maintain.
14 COUNCILMEMBER SPANGLER: I would like to ask
15 Carol. Will your fees drop when these other units are
16 developed or will they stay the same?
17 MS. GILMAN: That will be hard to say
18 because we don't know what the cost will be, the cost
19 to maintain the common area for Chestnut Place. Our
20 budget's very basic. There's no fluff. I guess my
21 answer I can give you, Mr. Spangler, is it would be
22 hard to say.
23 I do not think that the fee would come down
24 from one eighty-five because we must contribute to
25 something called a reserve fund for replacing roofs or

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1 exterior painting and that sort of thing. So
2 realistically, I will tell you, I don't believe it's
3 going to come down.
4 COUNCILMEMBER SPANGLER: What I was getting
5 at, if we do reduce it from twelve to nine, it's not
6 going to make that much of a difference on your fees.
7 MS. GILMAN: Well, I guess it depends on
8 who's looking at that calculation. But more
9 contributors to the pot would certainly help.
10 We also have to keep in mind that just
11 because we have, say, a maximum of 47 units, it
12 doesn't always mean that everyone's contributing.
13 There's such a thing as delinquencies, there's such a
14 thing as collections and there's such a thing as
15 attorney's fees to get those moneys. So we have to
16 build that in -- an allowance for bad debt, if you
17 will. So more is better in terms of contribution.
18 At the same time, I think that whoever would
19 apply for a permit to build there, that's part of the
20 conversation, the dialogue.
21 COUNCILMEMBER SPANGLER: But again, if we
22 allow nine to go in there instead of twelve, it's not
23 really going to make that much of a difference then on
24 the association fees, that I can see. I mean you're
25 just talking about three less units.

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1 MS. GILMAN: I would grant that.
2 COUNCILMEMBER SPANGLER: I would feel more
3 comfortable with going to nine instead of the twelve
4 on that, Scott.
5 COUNCILMEMBER BATES: I think one of the
6 questions that we have to ask -- and originally there
7 were supposed to be 65 units, 63 or 65 units on this
8 property and they were able to get them talked down to
9 47, and the reason it couldn't go any lower was
10 because then the per-unit cost of those goes up and
11 then it becomes unattainable or overly expensive and
12 not sellable.
13 So my concern again would be if we start
14 cutting the number of units for that particular piece
15 of property, what happens to the unit cost of those
16 units? Does it become unbuildable and unsellable and
17 then you're left with, you know, a forever-empty
18 shell?
19 MR. HAEBERLIN: The question I put forth --
20 and I know we don't have a legal responsibility to
21 address this, but the way most condo docs are written,
22 a pro rata amount is already specified per unit. So
23 if we go changing the numbers, we will perhaps impact
24 the condo documents. I think that is one concern that
25 I have. I'm just bringing that to your attention

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1 because, like I said, I've had a lot of experience
2 with living in these establishments.
3 MS. MASON: May I just comment, please?
4 Based on what you were saying Mr. Spangler, about if
5 we had three fewer units, that's somewhere around five
6 fifty or six hundred dollars less a month coming in.
7 Over twelve months, that adds up to some money, and if
8 we're talking about building a reserve fund for roofs
9 that might go bad in 10 years, we're talking about a
10 significant sum of money we've lost from not having
11 those three units. That would be almost $50,000 over
12 a 10-year period in the reserve fund.
13 MR. HAEBERLIN: And your reserve is what --
14 again this is just based on experience -- when you go
15 to buy one of these units and you go to a bank to get
16 a loan, the first thing they want to know is what is
17 the reserve fund. And also the second question they
18 ask is do you have a limit on rentals within the
19 units? And so these are common questions from banks
20 that I have received in the past. And your reserve
21 ratio is really important because, you know, one bad
22 set of roofs could deplete the whole reserve.
23 COUNCILMEMBER FLEMING: One more question,
24 comment. Visitor parking spaces to be striped and
25 paved, and I think you and I had a discussion that

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that and I just wanted to put it on record that that was not going to need to be done until the balance of the other two plats were finished.

MR. HAEBERLIN: Correct. You have some visitor parking spaces concrete which would be a simple stripe, and the areas that are blacktop need another coat on them. And it's our understanding that there is some bond money set with Dekalb County and I have to get with Mr. Weed on how we obtain that bond money, and that bond money was to contribute to finishing this project. We certainly want to see the private street finished and we want to be able to assist the homeowners association in getting that finished.

COUNCILMEMBER FLEMING: Thank you.

COUNCILMEMBER ROCHE: I have a quick question, a couple quick things.

Under the Planning Commission recommendations, it mentions a recommendation to grant a variance, module one. You're saying we won't need that variance.

MR. HAEBERLIN: Well, I think you should leave that in, and the reason I say you should leave that in is an engineer will be able to play with the footprint. Okay. Obviously there's no guarantee that

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the spatial arrangement of the new units is going to match the old units. They're going to try -- we're going to try to make them look alike, but we don't know how deep they're going to be versus how wide they're going to be, et cetera.

And so I think there's a possibility to work with that footprint and still achieve the 2,000 square feet and the two-car garage but move it around on that site. And I certainly hope we have some relief in the buildings, that some of the units look like they come forward to the street and some recess; in other words, we have something interesting things going on there.

So I'm giving you the Council that control in the architectural review. Not only are they going to submit to you architectural elevations; they're going to submit to you a site plan on how they're going to do that, how they're going to meet the 75-foot setback.

COUNCILMEMBER ROCHE: Yeah, I got that.

I'm looking for the item that talks about -- So there is not a variance granted with this.

MR. HAEBERLIN: There would be.

COUNCILMEMBER ROCHE: Okay. And where is that?

COUNCILMEMBER BATES: It's the second

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paragraph on page 10 under recommendations.

MR. HAEBERLIN: Second paragraph, yes, is, you know, a reduction.

COUNCILMEMBER ROCHE: Okay. I was looking at the numbered.

MR. HAEBERLIN: And again, I think that is site specific, because, you know, once you see these elevations and how this footprint's arranged, you may say, you know, okay, we're going to grant a certain amount of relief.

But I want it built in there because I think by its very nature I don't see how you could not argue that a building setback applies to a private street. Since this is a private street, I think these do have some arbitrary setback set by the code.

COUNCILMEMBER ROCHE: I just wanted to make sure I knew where it was. That's all.

MR. HAEBERLIN: And that's the only variance I recommended.

COUNCILMEMBER ROCHE: I understand.

I mean like someone said earlier, I think that the people that live there now are kind of caught between a rock and a hard place. And I don't believe the citizens should have to pay because the government screwed up at some point, so obviously I support it,

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so it's clearly a no-brainer.

I think that as was mentioned before, item 10, a year can vanish pretty quickly, and I think I would like to see number 10 change from one year to two years. I understand you can guess, you know, but with the way the economy is, it's not like we're going to pass this thing and tomorrow someone's going to be out there, you know, digging or we're going to see a building permit request tomorrow. That's just not going to happen. You know, just feel a little more comfortable giving that two years because a year can vanish pretty quickly.

Other than that, of course I support it. I mean again, it's just a no-brainer.

COUNCILMEMBER BATES: I'll make a motion to rezone the properties listed from R-SFA to R-4 and change condition number 10 from one year to two years.

COUNCILMEMBER PITTMAN: Second.

MAYOR JENKINS: Anymore discussion?

COUNCILMEMBER FLEMING: Yes, sir. I just want to go on record that I am thoroughly in favor of rezoning, reclassifying it to R-4, as well as I agree with all 24 conditions; however, I am totally opposed to not notifying, though we have not have had the addresses, since I initiated the City-initiated

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1 rezoning ordinance, I will have to be opposed to this
2 this evening.
3 COUNCILMEMBER ROCHE: Because it was --
4 because of --
5 COUNCILMEMBER FLEMING: Because we --
6 COUNCILMEMBER ROCHE: -- the notification.
7 COUNCILMEMBER FLEMING: -- had not notified.
8 COUNCILMEMBER ROCHE: Right. We're rezoning
9 the property without telling the people that own it --
10 COUNCILMEMBER FLEMING: Correct.
11 COUNCILMEMBER ROCHE: -- that we're rezoning
12 their property.
13 COUNCILMEMBER FLEMING: Correct.
14 COUNCILMEMBER SPANGLER: Can you redo or
15 should you redo your motion to say that we, upon
16 notifying whoever?
17 COUNCILMEMBER FLEMING: No. His motion --
18 COUNCILMEMBER ROCHE: No. I don't think
19 that would --
20 COUNCILMEMBER FLEMING: -- is fine,
21 Mr. Spangler.
22 COUNCILMEMBER ROCHE: Yeah.
23 COUNCILMEMBER BATES: I'm standing.
24 MAYOR JENKINS: Anymore discussion?
25 - - -

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1 (No response)
2 - - -
3 MAYOR JENKINS: Call the roll.
4 ASSISTANT CLERK BRYANT: Councilmember
5 Alexander?
6 COUNCILMEMBER ALEXANDER: Yes.
7 ASSISTANT CLERK BRYANT: Councilmember
8 Bates?
9 COUNCILMEMBER BATES: Yes.
10 ASSISTANT CLERK BRYANT: Councilmember
11 Fleming?
12 COUNCILMEMBER FLEMING: No.
13 ASSISTANT CLERK BRYANT: Councilmember
14 Pittman?
15 COUNCILMEMBER PITTMAN: Yes.
16 ASSISTANT CLERK BRYANT: Councilmember
17 Roche?
18 COUNCILMEMBER ROCHE: Yes.
19 ASSISTANT CLERK BRYANT: Councilmember
20 Spangler?
21 COUNCILMEMBER SPANGLER: Yes.
22 MAYOR JENKINS: Thank you.
23 - - -
24 (Applause)
25 - - -

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1 MR. HAEBERLIN: The next items under 5, we
2 can do these collectively. I think Murray would
3 agree.
4 5A, 5B, 5C are R-2, R-3 and R-4, these are
5 rewrites that have not yet gone to the Planning
6 Commission. They are somewhat backlogged, but I don't
7 want to lose the advertisement and the expenditures
8 we've already placed on those. If it doesn't happen
9 in November and December, obviously I'm just going to
10 let these fall off the agenda and we'll go back to re-
11 advertising them, but I think we should keep our place
12 card for these.
13 So beginning on 5A, 5B and 5C, I'm
14 requesting as staff that we have a motion to recess
15 these three items to November 30th, 2009, at 6:30 p.m.
16 This will give additional time for the staff to get
17 drafts prepared with the attorney and to give them to
18 the Planning Commission and hopefully get some of
19 these rewrites in progress before the end of the year.
20 COUNCILMEMBER ROCHE: So moved.
21 COUNCILMEMBER PITTMAN: So moved.
22 COUNCILMEMBER ALEXANDER: And in your
23 rewrites, you're going to make a note about the model
24 homes?
25 MR. HAEBERLIN: Well, that's probably going

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1 to need to be a standalone --
2 COUNCILMEMBER ALEXANDER: Okay.
3 MR. HAEBERLIN: -- but we do need to do
4 that.
5 COUNCILMEMBER PITTMAN: And I'll second it.
6 MAYOR JENKINS: Anymore discussion?
7 - - -
8 (No response)
9 - - -
10 MAYOR JENKINS: Call the roll?
11 ASSISTANT CLERK BRYANT: Councilmember
12 Alexander?
13 COUNCILMEMBER ALEXANDER: Yes.
14 ASSISTANT CLERK BRYANT: Councilmember
15 Bates?
16 COUNCILMEMBER BATES: Yes.
17 ASSISTANT CLERK BRYANT: Councilmember
18 Fleming?
19 COUNCILMEMBER FLEMING: Yes.
20 ASSISTANT CLERK BRYANT: Councilmember
21 Pittman?
22 COUNCILMEMBER PITTMAN: Yes.
23 ASSISTANT CLERK BRYANT: Councilmember
24 Roche?
25 COUNCILMEMBER ROCHE: Yes.

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ASSISTANT CLERK BRYANT: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MR. HAEBERLIN: Mayor, it was my understanding you might have an item related to employment that you want to discuss with the Council tonight or maybe not?
MAYOR JENKINS: No, sir.
MR. HAEBERLIN: Okay. So then there's nothing else further on the agenda.
COUNCILMEMBER FLEMING: Mr. Haeberlin, just a question.
MR. HAEBERLIN: Yes, ma'am.
COUNCILMEMBER FLEMING: I thought I saw something today from the Planning Commission on some other items that we --
MR. HAEBERLIN: Well, you do have your properties that are collectively referred to as GM, and that's November 9th --
COUNCILMEMBER FLEMING: 9th.
MR. HAEBERLIN: -- at 6:30 p.m.
COUNCILMEMBER FLEMING: Okay.
MR. HAEBERLIN: And then there are some other properties that are associated with the GM site. It's called Interbrand, LLC, which is on Peachtree

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Road, that'll also be on November 9th. So you'll have a collection of --
COUNCILMEMBER FLEMING: And we'll have a public hearing on November the 9th.
MR. HAEBERLIN: Yes, ma'am, you'll have a public hearing on November 9th, and the items have already been recommended for approval by the Planning Commission, which was October 22nd at 7:00 p.m. These will come to you November 9th as public hearings.
COUNCILMEMBER FLEMING: Okay. Thank you.
COUNCILMEMBER BATES: Motion to adjourn.
MAYOR JENKINS: Second?
COUNCILMEMBER SPANGLER: Second.
ASSISTANT CLERK BRYANT: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
ASSISTANT CLERK BRYANT: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
ASSISTANT CLERK BRYANT: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
ASSISTANT CLERK BRYANT: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.

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ASSISTANT CLERK BRYANT: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
ASSISTANT CLERK BRYANT: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.

- - -

(Whereupon, the meeting adjourned at approximately 8:00 p.m.)

-o0o-

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C E R T I F I C A T E

STATE OF GEORGIA]
COUNTY OF DEKALB]

I hereby certify that the foregoing transcript was taken down, as stated in the caption, and the proceedings were reduced to typewriting under my direction and control.

I further certify that the transcript is a true and correct record of the evidence given at the said proceedings.

I further certify that I am neither a relative or employee or attorney or counsel to any of the parties, nor financially or otherwise interested in this matter.

This the 30th day of November, 2009.

_____

Theresa Bretch, CCR
Permit No. B-755

[SEAL]

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