In The Matter Of:

City of Doraville

State of Georgia

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*_City Council Meeting_*

November 16, 2009

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CITY COUNCIL MEETING

CITY OF DORAVILLE

STATE OF GEORGIA

* * *

Transcript of the meeting 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 7:00 p.m. on Monday, November 16, 2009.

* * *

APPEARANCES:
Doraville City Council:
Hon. Ray Jenkins, Mayor
Councilwoman Maria Alexander
Councilman Brian Bates
Councilman Robert Spangler
Councilwoman Donna Pittman
Councilman Bob Roche
Councilwoman Pam Fleming
Rhonda Blackmon, City Clerk
Murray J. Weed, City Attorney

P R O C E E D I N G S

MAYOR JENKINS: Meeting come to order. Call the roll, please.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Here.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Here.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Here.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Here.

CLERK BLACKMON: Councilmember Roche?

COUNCILMEMBER ROCHE: Here.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Here.

MAYOR JENKINS: All right. Thank you. Appreciate everybody coming out tonight. Got a good crowd. I don't know what the occasion is but we'll find out.

I got a number of things on Mayor's Comments tonight.

I gave all the Councilmembers on November the 6th a letter asking about this agreement from Dekalb County. Is everybody familiar with it, Local Officials' Agreement, Local Elected Officials'

Agreement?

COUNCILMEMBER FLEMING: Yes, sir. I have mine.

MAYOR JENKINS: I asked the Council to let me know. Murray said that the Mayor does not have the option to sign anything that would go over $5,000, so I brought it to the Council, but I got no comments. But I guess we either got to sign it or tell them we're not going to sign it.

Is that correct, Murray?

ATTORNEY WEED: Well, I think there's a third option, Mayor, which is there are a couple of provisions in it that I'm not entirely comfortable with as your lawyer. There's no end date to the agreement. Under the intergovernmental contract clause of the constitution, the maximum time frame governmental contracts can go is 50 years. I think that should be in it.

Obviously, I wanted it to come to Council's attention because of the value of it could, you know, go over $5,000, and in order to bind the City, that requires the Council's participation and not just the Mayor.

I've written a letter to the representative of Dekalb County relevant to this agreement, outlining

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these suggestions, and they actually wanted -- as you can tell from the letter, they wanted a response earlier than the 16th, which I told them we would not be able to do without calling a special called meeting. I asked them if they wanted us to call a special called meeting, to let me know; they never did. So that's pretty much where we're at.

So what I'd like you to do is give the Mayor approval and authorization to sign the agreement with the changes to be negotiated.

COUNCILMEMBER ALEXANDER: I had some questions. I don't think like we have enough information.

Section number 4 basically -- if we have any power with this grant, we're just giving it all to the County. In the information lined out in section 4, nowhere does it say he's going to report back to us and let us know what he's doing on behalf of our city.

It talks about him talking to the governor and talking to local employers in the statewide workforce, but what is he going to give us? I mean is he going to say, I'm trying to, you know, get jobs in your area? I mean I just don't feel like we have enough. I don't feel comfortable in entering into an agreement that I don't really know what it covers, or

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what are we giving up if we don't sign it or what are we giving up if we do sign it?

ATTORNEY WEED: Well, let's answer the questions one at a time as best we can.

I agree with your concerns completely. One of my main concerns that I shared with Dekalb County is the fact that basics of contract law are offer/acceptance/consideration. And here, there's no consideration; there's no quid pro quo. There's no recitation of what we get in exchange for granting them this authority, so I think that arguably the contract would not be binding in the format in which it's written. I've outlined that concern as well in my letter to Dekalb County already. Once again, I've received no response on it.

As to the origin of it and why we would be doing it, I would actually like Luke Howe to answer that question because I think he can answer it better than I can.

My understanding is it's part of the system of the workforce grant, essentially, and whoever it is -- I think the federal government, I believe, is the entity giving the money, and they want to have essentially one point of contact with regard to the management of the grant funds. That's my

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understanding. That may be incorrect. And I would turn that over to someone on staff who knows more about the origin than I do. My job of course was to make sure the agreement's legal or not.

COUNCILMEMBER ALEXANDER: Do you want to answer those questions, Mr. Howe?

MR. HOWE: This goes along with the Central Avenue sidewalk grant. It's something that every city that's receiving CDBGR funds has to sign. Chamblee has signed it, Stone Mountain has signed it, Decatur has signed it.

It doesn't comport -- you know, Murray's probably right, it doesn't comport with a lot of things, but neither did the contract we signed, so you know, I'm not going to criticize Dekalb County.

But this money -- every city is having to apply to the County to get this money, because there's only one city in the county that receives money directly from the federal government, and that's Dunwoody, because they're 50,000-plus people.

So this is just one of those things. If we want the money, we're going to have to go along with this agreement, and not signing it could throw a monkey wrench into all the work that has been done thus far.

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Nine times out of ten, the city manager or chief executive would sign this document and it would never go to legal. Murray's just doing his job. But you know, a hundred percent of the time or near that figure, it's not going to go to legal. The city managers just accept that this is just a part of getting the grant, and they sign it and things move on.

And I think Scott can -- You know, Scott knows a lot about these things as well.

COUNCILMEMBER ALEXANDER: I thought the grant for the sidewalk came out of some of the stimulus funds.

MR. HOWE: Right.

COUNCILMEMBER ALEXANDER: Okay. This is 1998 is what this agreement is dated.

MR. HOWE: It's part of the Workforce Act. It means that we have to provide by certain provisions in federal law. There is all kinds of red tape when it comes to federal grants. There's Section 3 guidelines. You got to make sure that the contractor you hire employs, you know, moderate- and low-income people. There's all sorts of red tape that goes along with these grants, and it took me six months to navigate through all that stuff, and this is just part

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of the red tape.
COUNCILMEMBER BATES: Is this a new agreement that the County is asking all the cities to sign or has one been in place --
MR. HOWE: It's been --
COUNCILMEMBER BATES: -- prior to?
MR. HOWE: -- in place for years.
COUNCILMEMBER BATES: And has that agreement expired, or why is there a new agreement surfacing now?
ATTORNEY WEED: Well, I don't know anything -- I certainly haven't got a copy of any existing agreement that's in reference to what you're holding in your hand. The first time I've ever looked at it was a few weeks ago when I looked at it.
Assuming for the sake of argument that there is another document that's already been signed, that's identical to the one you're holding in your hand, because there's no term of limitation, there'd be no need for them to do it again. Why they would do it again, I don't know. So I would assume that with regard to the document you've got right now, that there may not be one that already exists. Either that, or they've just decided maybe because there are some new cities involved, they sent another one out,

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but there's no reference to any of that in the cover letter.
So I can't answer the question other than in the two years I've been involved with Doraville, no agreement like that's come across my desk.
COUNCILMEMBER BATES: Okay. Correct me if I'm wrong. My understanding is is that we're not eligible to apply for any grants under the Workforce Investment Act because of the size of our municipality; is that correct?
MR. HOWE: Well, when it comes to the stimulus money -- Now, there's a lot of grants that I apply for directly to the federal government, but when it comes to the stimulus, they're trying to get it to the entities that can do the most with it, and a city the size of Doraville just -- well, the bottom line with these grants is creating jobs and providing some kind of economic stimulus.
COUNCILMEMBER BATES: Okay. Let me rephrase my question.
If we sign this, are we precluding ourselves from applying for other stimulus-money grants?
MR. HOWE: No.
COUNCILMEMBER BATES: If we sign this, what assurances, if any, do we get that the County will

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actually do any grant work in the city?
MR. HOWE: Well, the Dekalb Commission's already agreed to the contract that the mayors sign, and Burl Ellis signed, agreeing, okay, we're going to get this money from you and we're going to take it and we're going to build sidewalks with it.
COUNCILMEMBER BATES: Right. And that money falls under the Workforce Investment Act?
MR. HOWE: No.
Scott, do you know a little bit more about this?
MR. HAEBERLIN: Well, just the boilerplate document that Luke is referring to, I've seen these. They say Henry County on them. Now, obviously, different metro counties. And these boilerplates are documents routinely our city manager at the time I was with the City of McDonough in Henry County, we would get similar things that would just be signed. Perhaps he should have had legal counsel on these items, but I've seen these boilerplate-style documents circulated for a number of years that I've been in Georgia.
COUNCILMEMBER PITTMAN: Okay. So in the event we do not sign it, do we not --
ATTORNEY WEED: I cannot --
COUNCILMEMBER PITTMAN: -- lose anything?

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ATTORNEY WEED: -- answer the question.
COUNCILMEMBER PITTMAN: We don't get something, or what would be the repercussions?
ATTORNEY WEED: I don't know anything else. I'm not the author of the document. All I can tell you is whether it's legal or not.
MR. HOWE: We could quite possibly not get the grant. And we're not getting a whole lot of cooperation from Dekalb County right now, so this is just the kind of thing that could give them the excuse to yank it.
COUNCILMEMBER FLEMING: Was there a cover letter that went with this agreement other than from the Mayor to us?
ATTORNEY WEED: Yes. At least I have a copy of a cover letter that went with the agreement.
COUNCILMEMBER ROCHE: Could we get a copy, please.
ATTORNEY WEED: I didn't bring it with me tonight. I assumed that it would have been given to you already by the appropriate staff.
COUNCILMEMBER SPANGLER: I think we need to postpone this item until we get a little more information.
MR. HOWE: Well, I made numerous attempts to

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1 get in contact with Dekalb County through e-mail,
2 through phone, to get more clarity on this, and I
3 hadn't received any response.
4 So we're going to be on our own when it
5 comes to this grant. If we don't do things just the
6 way they ask us to do it, then, you know, it --
7 COUNCILMEMBER SPANGLER: Again, I want to
8 make a motion that we postpone this until a later date
9 until we get more information.
10 MAYOR JENKINS: Do I get a second?
11 COUNCILMEMBER ROCHE: I'll second that.
12 MAYOR JENKINS: All right.
13 COUNCILMEMBER ROCHE: I think it would be
14 irresponsible to go signing something when we don't
15 even know --
16 COUNCILMEMBER PITTMAN: Is there a deadline?
17 MAYOR JENKINS: There was, but it's passed.
18 ATTORNEY WEED: The deadline's already
19 passed.
20 MAYOR JENKINS: Yeah.
21 ATTORNEY WEED: Let me clarify something.
22 MAYOR JENKINS: They only gave us --
23 ATTORNEY WEED: Yeah.
24 MAYOR JENKINS: -- a few days to sign it.
25 ATTORNEY WEED: Yes. The deadline actually,

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1 I believe, was the 9th. And once again, the cover
2 letter was from someone by the name of, I believe,
3 Vivian Fuller. She is an assistant to in whatever
4 office sent out the letter, and I feel confident she's
5 not a decisionmaker.
6 Essentially what the letter said was we need
7 to get this back from all the cities I believe by the
8 9th, and I responded to that letter in accordance with
9 the draft document. I informed Dekalb County of my
10 concerns as your lawyer after consulting with the
11 Mayor about it and sent my letter to her. And I also
12 told her that our next meeting was this meeting, and
13 that if they wanted us to meet beforehand, we'd have
14 to call a special-called meeting, and asked them to
15 kindly contact me if it was so pressing that we'd have
16 to have a special-called meeting.
17 Now, the only other thing I want to add is
18 that if they make this agreement compliant with my
19 understanding of Georgia law, I have absolutely no
20 objection to it, and if the agreement is necessary to
21 get grant money, then I would advise you to execute
22 it.
23 My only interest in this and concern was
24 literally the points in the agreement with regard to
25 what it does and what it lacks, which I have duly

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1 reported to you.
2 COUNCILMEMBER PITTMAN: Mr. Howe, I see the
3 other cities listed. Do you know if all of these have
4 signed this agreement?
5 MR. HOWE: I know that Stone Mountain,
6 Chamblee and Decatur have.
7 COUNCILMEMBER ALEXANDER: Do we know --
8 because in here, you're also giving the CEO rights to
9 appoint a board. Do we know if any members of any of
10 the other governing bodies are appointed to this board
11 or it's just whoever he chooses to put on it?
12 MR. HOWE: No, ma'am.
13 COUNCILMEMBER ALEXANDER: So we don't know
14 if any other municipalities are even going to have a
15 voice in this.
16 MR. HOWE: I talked to Mr. Gleason about
17 this. He kind of rolled his eyes and said, yeah, we
18 signed it. I mean they know that, you know, it's
19 not --
20 COUNCILMEMBER BATES: And he's the city
21 manager for Chamblee?
22 MR. HOWE: Yeah.
23 COUNCILMEMBER FLEMING: I would definitely
24 like to see the cover letter. Maybe it would explain
25 why it's necessary that we have to sign it.

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1 ATTORNEY WEED: It does not. I mean I'll
2 certainly make sure you get it tomorrow, and I imagine
3 it's here in the building.
4 MAYOR JENKINS: I'll get it to you tomorrow.
5 I don't know why I didn't put it in with it. I
6 thought I did.
7 ATTORNEY WEED: As I said, it's essentially
8 from a functionary in that office asking us to sign
9 the agreement. That's almost verbatim what it says.
10 There's no further explanation, there's no detail, and
11 then what you have in the contract is all that they
12 sent us.
13 COUNCILMEMBER BATES: There's no effective
14 date.
15 ATTORNEY WEED: Well, that's all I've got.
16 COUNCILMEMBER BATES: There's no effective
17 date on the agreement. It doesn't really say when it
18 takes effect.
19 ATTORNEY WEED: I'm actually less worried
20 about that because I think that would be easy to --
21 for us, it would take effect upon approval by you and
22 the Mayor's signature, et cetera. But the fact that
23 it has no end date --
24 COUNCILMEMBER BATES: Right, sure.
25 ATTORNEY WEED: -- is what I'm more

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1 concerned about.
2 MAYOR JENKINS: I can get copies to you
3 early tomorrow.
4 COUNCILMEMBER PITTMAN: Could you explain
5 the no liability in reference to the no-liability
6 clause that is not there -- what meaning? You said
7 you would like to see a no-liability clause added that
8 would protect the city in regards to --
9 ATTORNEY WEED: Right. Just a general, you
10 know, no liability, hold harmless, you know, to the
11 extent allowed by law, because we're kind of granting
12 all this authority over to the CEO and to Dekalb
13 County that, you know, if anything negative happens
14 that's a repercussion from that, that we would be held
15 harmless to the degree allowed by law.
16 MAYOR JENKINS: Any more questions?
17 - - -
18 (No response)
19 - - -
20 MAYOR JENKINS: Go ahead and call the roll.
21 CLERK BLACKMON: Councilmember Alexander?
22 COUNCILMEMBER ALEXANDER: Yes.
23 CLERK BLACKMON: Councilmember Bates?
24 COUNCILMEMBER BATES: Yes.
25 CLERK BLACKMON: Councilmember Fleming?

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1 COUNCILMEMBER FLEMING: Yes.
2 CLERK BLACKMON: Councilmember Pittman?
3 COUNCILMEMBER PITTMAN: Yes.
4 CLERK BLACKMON: Councilmember Roche?
5 COUNCILMEMBER ROCHE: Yes.
6 CLERK BLACKMON: Councilmember Spangler?
7 COUNCILMEMBER SPANGLER: Yes.
8 MAYOR JENKINS: Thank you.
9 I put on the agenda Part-time. We have a
10 new stormwater person. It's Steve Strickland. And in
11 order to get him going -- Ronald was already retired
12 when he came. So I've used him a day-and-a-half, and
13 I asked Murray to see if we needed a contract or
14 whatever just to bring him back for maybe one or two
15 more times.
16 So Murray, I believe you suggested having a
17 contract.
18 ATTORNEY WEED: Yes, sir. I think what we
19 do is we simply treat Mr. Buice as a vendor. I think
20 his input in the transition phase, from my under-
21 standing from the Mayor and the staff, is vital, and
22 we would simply pay him as a vendor for the limited
23 amount of time that he'd spend, a few days, doing work
24 for the city.
25 We looked into whether or not it would be

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1 more appropriate to bring him on as a part-time
2 employee. The Clerk has checked with our retirement
3 program, and that actually would negatively impact his
4 retirement. So the alternative of bringing him on as
5 a temporary part-time employee is simply to have a
6 vendor contract with him.
7 COUNCILMEMBER ROCHE: Can't see it going
8 over $5,000.
9 ATTORNEY WEED: Absolutely not.
10 I would still recommend doing a very brief
11 contract, though, just to have the paper on it.
12 MAYOR JENKINS: Probably one or two more
13 days, Bob --
14 COUNCILMEMBER ROCHE: Yeah.
15 MAYOR JENKINS: -- would be most of what it
16 would be.
17 COUNCILMEMBER BATES: What rate, compen-
18 sation rate?
19 CLERK BLACKMON: The rate that he left at.
20 COUNCILMEMBER BATES: Okay.
21 ATTORNEY WEED: It would be whatever his
22 hourly rate was plus mileage if he's using his POV for
23 our business.
24 COUNCILMEMBER SPANGLER: Which we're still
25 getting off at a premium because we're not having to

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1 pay any benefits.
2 ATTORNEY WEED: I would concur with that,
3 yes, sir.
4 COUNCILMEMBER BATES: I'll make a motion to
5 offer the contract.
6 COUNCILMEMBER PITTMAN: Second.
7 MAYOR JENKINS: More discussion?
8 - - -
9 (No response)
10 - - -
11 MAYOR JENKINS: Call the roll.
12 CLERK BLACKMON: Councilmember Alexander?
13 COUNCILMEMBER ALEXANDER: Yes.
14 CLERK BLACKMON: Councilmember Bates?
15 COUNCILMEMBER BATES: Yes.
16 CLERK BLACKMON: Councilmember Fleming?
17 COUNCILMEMBER FLEMING: Yes.
18 CLERK BLACKMON: Councilmember Pittman?
19 COUNCILMEMBER PITTMAN: Yes.
20 CLERK BLACKMON: Councilmember Roche?
21 COUNCILMEMBER ROCHE: Yes.
22 CLERK BLACKMON: Councilmember Spangler?
23 COUNCILMEMBER SPANGLER: Yes.
24 MAYOR JENKINS: At one period of time, we
25 always cancelled the mid-month meeting in December. I

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1 think we should go back to that.
2 I don't believe we did it last year. Is
3 that right, Rhonda?
4 CLERK BLACKMON: We did not.
5 COUNCILMEMBER PITTMAN: We did not.
6 MAYOR JENKINS: Okay. And I would like for
7 that to happen again. It gives the employees and us
8 more time during Christmas if we want to go out of
9 town. It will only be the mid-month meeting of
10 December. So I would like to have a motion that we
11 cancel the mid-month meeting in December.
12 COUNCILMEMBER SPANGLER: I'll make that
13 motion.
14 MAYOR JENKINS: Second?
15 COUNCILMEMBER ROCHE: Second.
16 MAYOR JENKINS: More discussion?
17 COUNCILMEMBER BATES: That date is the 21st,
18 is that correct? It's the week of Christmas?
19 COUNCILMEMBER SPANGLER: Yes.
20 MAYOR JENKINS: Okay. Any more discussion?
21 - - -
22 (No response)
23 - - -
24 MAYOR JENKINS: Call the roll, please.
25 CLERK BLACKMON: Councilmember Alexander?

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1 COUNCILMEMBER ALEXANDER: Yes.
2 CLERK BLACKMON: Councilmember Bates?
3 COUNCILMEMBER BATES: Yes.
4 CLERK BLACKMON: Councilmember Fleming?
5 COUNCILMEMBER FLEMING: Yes.
6 CLERK BLACKMON: Councilmember Pittman?
7 COUNCILMEMBER PITTMAN: Yes.
8 CLERK BLACKMON: Councilmember Roche?
9 COUNCILMEMBER ROCHE: Yes.
10 CLERK BLACKMON: Councilmember Spangler?
11 COUNCILMEMBER SPANGLER: Yes.
12 MAYOR JENKINS: Thank you.
13 One more thing. We always come up with our
14 Christmas bonus, and it's the time of year to do that.
15 What was it last year, Rhonda?
16 CLERK BLACKMON: $250.
17 MAYOR JENKINS: $250. Okay. And if
18 everybody agrees with that, I'd like to have a motion.
19 COUNCILMEMBER ROCHE: I make a motion that
20 we pay a grossed up to $250 bonus to all of our
21 employees like we did last year.
22 MAYOR JENKINS: Is that net?
23 COUNCILMEMBER SPANGLER: I'll second.
24 COUNCILMEMBER ROCHE: Was that net or
25 grossed up?

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1 CLERK BLACKMON: Gross.
2 COUNCILMEMBER ROCHE: It was grossed and
3 then -- so was it grossed up last year?
4 CLERK BLACKMON: Take-home was $250.
5 COUNCILMEMBER ROCHE: Right. So it was --
6 CLERK BLACKMON: And we rounded it up so
7 that --
8 COUNCILMEMBER ROCHE: -- grossed up. Right.
9 CLERK BLACKMON: Correct; just like you had
10 made the motion.
11 COUNCILMEMBER ROCHE: That's what I said.
12 So that would be $250 plus whatever it takes to cover
13 the taxes.
14 CLERK BLACKMON: Right.
15 COUNCILMEMBER SPANGLER: I second that.
16 MAYOR JENKINS: Any more discussion?
17 - - -
18 (No response)
19 - - -
20 MAYOR JENKINS: Call the roll, please.
21 CLERK BLACKMON: Councilmember Alexander?
22 COUNCILMEMBER ALEXANDER: Yes.
23 CLERK BLACKMON: Councilmember Bates?
24 COUNCILMEMBER BATES: I'll pass.
25 CLERK BLACKMON: Councilmember Fleming?

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1 COUNCILMEMBER FLEMING: Yes.
2 CLERK BLACKMON: Councilmember Pittman?
3 COUNCILMEMBER PITTMAN: Yes.
4 CLERK BLACKMON: Councilmember Roche?
5 COUNCILMEMBER ROCHE: Yes.
6 CLERK BLACKMON: Councilmember Spangler?
7 COUNCILMEMBER SPANGLER: Yes.
8 MAYOR JENKINS: Okay.
9 COUNCILMEMBER BATES: Yes.
10 MAYOR JENKINS: It's unanimous, right?
11 CLERK BLACKMON: Yes, sir.
12 MAYOR JENKINS: Okay. We had, I don't know
13 what day. Was it this last weekend, Bob?
14 COUNCILMEMBER ROCHE: I wasn't able to
15 attend the Hugo Arango?
16 MAYOR JENKINS: Hugo Arango Ride. And they
17 took donations and sold tee shirts to sponsor it. So
18 this is what they got (indicating).
19 And Chuck, do you want to add to that?
20 CAPTAIN ATKINSON: Yes, sir. We just had
21 the fourth annual ride this past Saturday. It
22 traveled from here to Helen. It's in honor of
23 Detective Arango. And this year -- actually, next
24 year -- May 13th, 2010 will be the ten-year
25 anniversary of the death of Detective Arango.

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And what we're trying to do is raise enough money to send his family back to Washington, D.C., during National Police Week so that they can look at it, I guess, from a different perspective. We've gone one time the year after it occurred, and it was kind of like a whirlwind going on, going from here, going here, going here. This time, we hope to send them back so that they can kind of relax and look at it a little bit different.

But all proceeds are going to the fund, and we're going to have another ride possibly in March or April. We're kind of talking about that now.

MAYOR JENKINS: Do you have any more of the shirts?

CAPTAIN ATKINSON: We do have a few shirts left. I don't know exactly how many. I know that we are sold out of small and medium. I believe I heard we sold out of them on Saturday, but I believe we do have some of the other sizes left.

COUNCILMEMBER FLEMING: And the cost?

MAYOR JENKINS: If anybody cares to get one to make the donation, see Mr. Atkinson.

CAPTAIN ATKINSON: The shirts are $15.00.

MAYOR JENKINS: Thank you.

Go ahead.

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COUNCILMEMBER PITTMAN: We received an e-mail, I guess day before yesterday, NNA/ONA, in reference to the Blue Candles.

Jerry, would you like to talk about that real quick?

MR. CULLEN: Saturday during the Memorial Ride, there's an organization that supports fallen heroes and the police department, and what they do is a blue light or a blue candle in your windows through the months of the holidays to support the local law enforcements and also the fallen police officers throughout the years. So I sent an e-mail out asking ONA and NNA to participate along with the city. So far, it's going pretty good.

COUNCILMEMBER PITTMAN: Thank you.

It's a very nice gesture. It's a blue light or a blue candle in your window as well as a blue ribbon on your antenna of your cars, and we're hoping that all of the communities -- Winters Chapel, Tilly Mill, Northwoods, Oakcliff -- will participate in this. I know the Council and Mayor already has their candles and their blue ribbons, so we're hoping everybody will follow suit. It's a great way to show the officers that gave the ultimate sacrifice and their families that we have not forgotten them. And

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this starts as of now through the end of the holiday season, end of December.

Chuck?

CAPTAIN ATKINSON: The organization is called COPS. It's called Concerns of Police Survivors. And they are an excellent organization. They handle everything for the officers' families when they go to D.C. It's wonderful people that are involved in this organization. Roger Parker is the executive director of the Georgia branch, and they make I guess the time in D.C. as well as other events around the state a little bit more bearable. They're here for all the families and they do a wonderful job.

COUNCILMEMBER PITTMAN: It is. It's a wonderful organization.

So we hope that all of you will please put a blue light in your window and/or a blue ribbon on your antenna. It's a great way to show our support.

CAPTAIN ATKINSON: And I wanted to mention the web site in reference to the Hugo Ride. We've got two web sites that are up and running. One is Hugo Arango dot com, and one is Bato Loco, the number 4, and the word Ever, dot com also.

MAYOR JENKINS: Thank you, Chuck.

Luke? Luke's going to talk about the LCI.

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MR. HOWE: I'm here to ask the Council to pass a resolution supporting a new LCI study application. Applications are due March the 20th. Not March the 20th but November 20th. That's this Friday.

I am proposing a budget of $125,000. We would be on the hook for 20 percent of that, which is $25,000. $100,000 is the max that we would get from the ARC, and they have recommended that we apply for the maximum $100,000.

But this came about, you know, in the wake of the stadium proposal. We bolstered our argument on the Comp Plan, the LCI, the Georgia Tech Study, but the problem with those documents is that they don't really focus on the site itself and the redevelopment.

The Comp Plan's future development narrative, which is where you can find, you know, bits and pieces about the future redevelopment only covers like four pages, pages 7 through 11. Paragraph 2 of page 9 even states, "With the anticipated closure of the GM plant in 2008, redevelopment planning must be undertaken as soon as possible."

The Georgia Tech Study is not really a redevelopment plan. It simply charts a course for the actual planning process. For all practical purposes, it tells us how we should go about planning.

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The executive summary alludes to the need for additional planning at least eight times, leaving a parting sense in its conclusion which states, "This is a prime real estate site so it is important to have a strong and consistent plan for the site before any development proposals are considered."

Our current LCI, which only includes our current town center area and down Shallowford and New Peachtree, really it's not about the GM redevelopment at all. It simply anticipates a ripple effect from a vague, mixed-use, transit-oriented development.

The ARC has recommended that we do this. I think it would be -- this is a perfect opportunity at this stage in the game to sit down, get with a consultant and hash out all the things that we want to see and get a real solid master redevelopment plan produced.

They're expecting to let everybody know whether they're approved for the money late January or early February. If approved, we would execute a contract with ARC in April. In the application, you know, I'm allotting about a month to put out the RFP for the consultant and select that firm. And then we would have from the first of June till December 2010 to complete the study.

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COUNCILMEMBER BATES: And that study includes public input, strategic meetings?

MR. HOWE: Well, we would really follow what the Georgia Tech plan suggests in that it would be a five-layered approach. Each layer is built upon the infrastructure of the previous ones, strengthening the proposed development and embracing the strengths of the city.

The number one thing that we would look at is the site subdivision. Number two is the transit-oriented development, the area in the immediate vicinity of the MARTA station. Number three is the town center. Number four is the anchor. The Georgia Tech study talks about an arena. I think -- you know, I think we've talked about going more in the direction of a real economic engine for this site.

It would make perfect sense to go after some of the same targets that the state and the metro area chamber of commerce is trying to lure to the area, and that would be -- the targets most conducive to our plan, our comprehensive planning, that fills the most voids would be biotech, information technology, digital media, film would be an appropriate use. You know, maybe logistics. But you know, there's just a laundry list of things that the state of Georgia is

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offering major incentives for. You know, people like Georgia Power, the metro area chamber of commerce, the Dekalb Chamber of Commerce and even Dekalb County are all following that lead, and it would make the most sense to piggyback on those incentive packages offered by the state, which are substantial.

COUNCILMEMBER BATES: If I'm reading this correctly, the LCI study would also do a market analysis.

MR. HOWE: It would, yes, sir, yes, sir. And I came to you-all several months ago and proposed an economic development plan to be done by Georgia Tech. I think that was for $35,000 was the matching. I have not received any word yet on that, but I think this would be -- this would take precedent.

If we were to get an economic development plan, we can simply say -- we can simply just say we're going to go in the area of a -- go the way of an LCI, because an economic development plan would not open up the funding mechanisms that an LCI would.

You know, in the last couple years, we have accomplished 11 goals, implementation goals set out in our current LCI. Just this year, we have been approved for $900,000 in grants that are immediately linked to the LCI, current LCI implementation.

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COUNCILMEMBER BATES: And that LCI was done five years ago? 2004?

MR. HOWE: Yes. No. It was done --

MAYOR JENKINS: 2006.

MR. HOWE: -- 2006. But then again, it doesn't really focus on the GM plant itself, and this is what it would do.

And now, the second part of the application process -- and I'm going to attempt to try to make an argument for including the MARTA station which is currently a part of our current LCI area. I talked to you-all about potentially, you know, doing a plan to redevelop that MARTA station. Decatur was the first city to do it.

I have handouts for everybody. I don't know if you-all got them, but they're outside. It has some pictures and it kind of tells the story of what Decatur did. Now, Decatur has an underground terminal, so we couldn't do -- not that we'd want to, but we can't exactly follow the same redevelopment plan that Decatur did. We have an elevated station. So what would make the most sense is redeveloping that station into some kind of retro depot style, you know, architecture. The station itself is an asset and it's an asset that is one that has yet to be fully

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1 utilized.
2 The thing that's bad about that MARTA
3 station is the way it looks. I mean it's 13 acres of
4 concrete building. And in the MARTA station
5 redevelopment section of my proposal, you know, really
6 the sky's the limit as to what kind of style we can
7 redevelop that in. You know, we can do something
8 that's federal style which is more like, you know, the
9 traditional depots that Norcross has. Unfortunately,
10 when that thing came in, it leveled, you know, any
11 sense of place that we had by destroying the main
12 street buildings and the old depot, and we can kind of
13 recreate that with the redevelopment of that plan and
14 we can pretty much do it in any style we want, you
15 know, whether it's modern, more, you know, glass and
16 steel or more traditional with brick which would
17 probably look the best or, you know, classical style
18 which, you know, is with the columns and more Greek
19 and Roman type architecture.
20 But you know, there's nothing, there's no
21 law that says a MARTA station has to look like a MARTA
22 station. It can look like anything. We can develop
23 over the MARTA station. We can, you know, make it a
24 truly mixed-use transit station with offices. And
25 some of these examples I listed like the one in

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1 Cheyenne has a restaurant. The one in Tokyo that was
2 recently refurbished has a hotel, offices,
3 restaurants. So it truly is a mixed-use development
4 in itself.
5 And the only way to really get that going is
6 through an LCI and putting it on paper. Since Decatur
7 has done it, Brookhaven is in the process of doing it,
8 Chamblee has plans to do it. So I think that would
9 really set the tone for New Peachtree, which for all
10 practical purposes is our Main Street, and
11 redeveloping that in a nice, in a good looking way
12 maybe like with brick or something, doing it in an old
13 retro style type depot would really set the tone for
14 the rest of that street.
15 But the way it looks now has just really
16 destroyed the character of this town. The MARTA
17 station itself is a good thing, but the way it looks
18 and the concrete and that late '80s motif is just not
19 conducive to where we want to go.
20 COUNCILMEMBER FLEMING: You made a comment
21 and you touched on it a moment ago about the $900,000
22 and you made the comment that since April 2009 the
23 city has been approved for $900,000 in LCI-related
24 funding. Could you give me an example of where those
25 funds have been implemented?

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1 MR. HOWE: We have not received the funding.
2 We've been approved. Central Avenue sidewalks was an
3 LCI goal. We're set to receive the money. We got an
4 RFP out right now for a professional design service,
5 and the document we discussed earlier is a part of
6 that.
7 COUNCILMEMBER SPANGLER: What sidewalk
8 project?
9 MR. HOWE: Central Avenue.
10 We've also been approved for $700,000 in the
11 MARTA redirect funds, which, you know, the federal
12 government gave MARTA a bunch of money for operating
13 costs, but as a stipulation, they said, all right, you
14 got to spend 25 million of that money in projects
15 around your MARTA stations.
16 COUNCILMEMBER FLEMING: Okay. So of the
17 $900,000, implementation of the Central Avenue
18 sidewalk fund, part of that will go toward Central
19 Avenue, but what are the other goals of the city that
20 that $900,000 approved funds will be going to is what,
21 I guess, my question is.
22 MR. HOWE: The $700,000 will go towards Park
23 Avenue sidewalks and replace -- Park Avenue on this
24 side and replacing the sidewalks on the other side
25 from the Police Department on down to the intersection

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1 with New Peachtree. Within that money, it'll also do
2 all the engineering and design work for textured
3 sidewalks, crosswalks, going from Park across to the
4 MARTA station and from Central across to the MARTA
5 station. Textured sidewalks is basically -- you've
6 seen them in Chamblee and other cities. They're just
7 this brick crosswalks.
8 But there's another round of LCI funding
9 that is open that would give us the money to actually
10 make the crosswalks happen.
11 COUNCILMEMBER ROCHE: So you're saying --
12 COUNCILMEMBER FLEMING: Say again?
13 MR. HOWE: Yes, ma'am. The money that we've
14 been approved for would only -- would put us -- would
15 give a -- would create a sidewalk on this side of Park
16 and replace the deteriorating part of the other side,
17 and it would pay for all the engineering and the
18 design costs associated with crosswalk design. And
19 there's another round of funding that's recently come
20 open that I think the deadline is December the 2nd,
21 which I will put forth a proposal to go ahead and --
22 to ask for the money to go ahead and actually
23 implement the plans that we will have done through the
24 first grant, the $700,000.
25 COUNCILMEMBER FLEMING: So is the $900,000

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1 20 percent match as well?
2 MR. HOWE: No, ma'am.
3 COUNCILMEMBER FLEMING: Okay.
4 MR. HOWE: No, ma'am.
5 COUNCILMEMBER ROCHE: So it's $200,000 for
6 the Central Avenue sidewalks --
7 MR. HOWE: $200,000.
8 COUNCILMEMBER ROCHE: -- and $700,000 for
9 the --
10 MR. HOWE: Yes, sir.
11 COUNCILMEMBER ROCHE: -- Park Avenue?
12 MR. HOWE: Yes, sir.
13 COUNCILMEMBER ROCHE: I'm not sure I
14 understand how it's that much more expensive for Park
15 Avenue versus Central.
16 MAYOR JENKINS: Because they want to cut
17 into the bank and do construction.
18 MR. HOWE: Yeah. The way we -- I've had a
19 site -- I've had a preconstruction meeting with the
20 DOT and I've had an initial site visit and meeting
21 with Dekalb County, who will be doing the work.
22 But we're not going to have to -- the way
23 we're going to get around all the cost of putting
24 sidewalks on this side is we're just going to
25 eliminate the big bus shoulder on the other side, and

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1 that's how we're going to be able to get sidewalks in
2 on this side without having to do a lot of grading
3 work.
4 COUNCILMEMBER BATES: So the Central Avenue
5 was $270,000?
6 MR. HOWE: $230,000.
7 COUNCILMEMBER BATES: Two hundred thirty.
8 So two thirty times two is roughly 500 plus
9 engineering on the sidewalks.
10 MR. HOWE: Yes. And the Central Avenue
11 grant includes all the site work and the engineering.
12 $50,000 was going to go towards or is going to go
13 towards the surveying, the site plans and the actual
14 construction management, and then $150,000 would go
15 towards the actual -- the mortar and the concrete, the
16 hard costs. And then there's another budgeted amount
17 for right-of-way.
18 COUNCILMEMBER ROCHE: Well, along those
19 lines, you say the city's either accomplished or is in
20 the process of accomplishing 11 implementation goals?
21 MR. HOWE: Uh-huh.
22 COUNCILMEMBER ROCHE: What? Just finish two
23 sidewalks or I mean --
24 MR. HOWE: Uh-huh.
25 COUNCILMEMBER ROCHE: -- you said 11.

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1 MR. HOWE: We have accomplished the town
2 center area intersection improvement with Central and
3 New Peachtree. We're in the process of accomplishing
4 that. That's just what I talked about, the textured
5 crosswalks.
6 New Peachtree roadway safety enhancements.
7 So that's going to be -- that's going to go along with
8 the crosswalks.
9 Sidewalks to school. We've put forward a
10 grant for that. The DOT sent us back a letter that
11 says we're not funding grants in this fiscal year; it
12 will be at the front of the stack for the next fiscal
13 year.
14 Central Avenue sidewalks, Park Avenue
15 sidewalks.
16 Buford Highway streetscape. And I think
17 there has been some plantings and some landscaping
18 done along the sides of Buford Highway. It was before
19 my time, but that has been accomplished at least in
20 part.
21 MARTA parking deck, that's been done. MARTA
22 pedestrian improvements, which goes along with the
23 prequalified grants with Central Avenue and Park.
24 Available property list, that's on our web
25 site. Create staff position for LCI implementation,

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1 design -- well -- Taxi regulation, you . . .
2 MAYOR JENKINS: But actually you've come
3 before us to make a resolution to go ahead with the
4 LCI.
5 MR. HOWE: With a new LCI; yes, sir.
6 MAYOR JENKINS: A new LCI. Okay.
7 What do you need with that? A resolution or
8 what do you need?
9 MR. HOWE: Yes. Well, it will require a
10 $25,000 match.
11 MAYOR JENKINS: Yeah. I understand that.
12 MR. HOWE: And I would like a resolution
13 supporting the application.
14 MAYOR JENKINS: Okay. Let's go ahead. We
15 have one sign-up on this.
16 Tom Hart, do you want to speak on this?
17 MR. HART: That's a lot of ground to cover.
18 $500,000 for a sidewalk on Central Avenue? It's
19 amazing how you can go from $30,000 to a half a
20 million dollars.
21 MAYOR JENKINS: Get to the point, Tom.
22 MR. HART: Well, there's just so much to
23 cover because this LCI thing that's going to -- we're
24 going to start that in May.
25 But I had a question, and I think Pam asked

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the question, what are the 11 things that were passed and where did the money go and what are we doing?

On this LCI study, the thing that Dekalb County -- I mean all this together, it sounds like a gigantic pork fund, you know. When we were looking at going up Central Avenue from Chestnut, we were looking at from the same engineering company you've got down here at $55,000. The very exact same company gave us a bid with underground power and engineering for $10,000. Not a different company; the same company. So we've gone from ten to $55,000 in engineering costs.

We've jumped from $30,000 -- now, this sidewalk up Central Avenue does not include underground power. It's just concrete on the ground. And who's doing the work? Dekalb County. So who's getting the money? Dekalb County. So I mean the amount of financial abuse involved with this sidewalk project is staggering.

I mean the city could do the sidewalk for 30 grand. If underground power's included, there's an additional cost going up one side of the street because there's no low power, low voltage communication lines, so that would be inexpensive.

But engineering -- I mean there's an RFP for

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engineering deal for this for a crosswalk? I mean at these prices, we definitely need to bid on this because if we build a sidewalk and we got our brains beat in for $10,000, I mean for $500,000, I just -- Where do you get these numbers from? Throw darts at the wall?

And the LCI grant requires you -- and then we've got this DRI which is a reasonable impact. A DRI basically brings in all of north Georgia in planning your city for you. It's just that they call these LCI studies. At the state capitol, they call it a carrot and a sledgehammer. We give the little community 10 cents worth of something and then they bring the sledgehammer and tell them what to do. So I would caution you with signing up with Dekalb County as well as the State of Georgia when they talk about these big dollar figures.

If the city of Doraville was getting $500,000 to build sidewalks and that sort of thing, we would end up putting in a traffic light at Chestnut so we could get to the downtown area, you could put sidewalks up both streets, all of it for less than $500,000.

I don't understand what's going on here. Do you not think about what you're signing up for before

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you sign up for it? Thank you.

COUNCILMEMBER FLEMING: Was he the only one, Mayor?

MAYOR JENKINS: I want to bring it back to the table.

COUNCILMEMBER FLEMING: I'd like to ask Mr. Howe another question.

MR. HOWE: Sure, Ms. Fleming.

COUNCILMEMBER FLEMING: Are we required to use Dekalb County's labor?

MR. HOWE: Ma'am -- and I was talking to Murray about this before the meeting -- we rely on Dekalb County for a lot. You know, they do our roads, the drainage. It makes sense for them to do this work for us.

If we want to jack up our millage, you know, 10 mills like Decatur, we could start building things on our own.

COUNCILMEMBER FLEMING: But are we required to use them?

MR. HOWE: Yes, ma'am. In this case, we are. This is a deal with MARTA, Dekalb County and ARC. All three parties are involved in this. And the other two, ARC and MARTA, says the best and most efficient way to get this done is to have Dekalb

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County do it.

COUNCILMEMBER FLEMING: Thank you.

MAYOR JENKINS: Any more questions?

COUNCILMEMBER SPANGLER: I have a question of you, Mr. Howe.

MR. HOWE: Yes, sir.

COUNCILMEMBER SPANGLER: You said we had a grant for the Central Avenue sidewalk.

MR. HOWE: Yes, sir.

COUNCILMEMBER SPANGLER: Okay. And why would this -- and I know we postponed this to another time, but why would this contract or this agreement come into play with the LCI grant for the sidewalk?

MR. HOWE: I don't understand the question.

COUNCILMEMBER SPANGLER: Well, you know, one of the things we had talked about when you were going over this agreement was --

ATTORNEY WEED: Workforce agreement.

MR. HOWE: Yeah.

COUNCILMEMBER SPANGLER: -- the Central Avenue sidewalk grant --

MR. HOWE: Right.

COUNCILMEMBER SPANGLER: -- that we would not get the grant if we didn't agree to this agreement.

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MR. HOWE: I'm not saying that we wouldn't get --
MAYOR JENKINS: He didn't --
MR. HOWE: -- the grant.
MAYOR JENKINS: -- say we wouldn't.
MR. HOWE: But that's a legitimate concern that we wouldn't get the grant.
But here's the way the LCI program works. They prequal- -- Once you get your LCI study done, they prequalify two projects. In our case, they have prequalified Central Avenue sidewalks, Park Avenue sidewalks, Park to MARTA crosswalks and safety improvements and Central to MARTA safety improvements.
Once we accomplish those goals, once we secure funding and we do things, you know, we do them right and we do them according to the standards that comes with these things, then we get to -- then they will prequalify us for two more projects. That's how that works. They give us two, all right, and they say, okay, accomplish this and do it right. And we do that, then they give us two more projects that has been already qualified in the LCI.
So I didn't -- I didn't get to pick which projects we started off with. This stimulus money

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came in. The ARC says look, we're accepting prequalified LCI projects. I had the two projects we had -- the only two projects we had, I submitted them. I got cost estimates from a qualified engineer. MARTA approved it, ARC approved it and Dekalb County approved it. And that's money that -- we're going to get a lot done with that money that would otherwise come out of our bank account, which, you know, in this economy, we just simply can't do.
But LCIs are -- you know, it costs $25,000, but if you -- and they're not really worth the paper they're printed on if you're not going to implement the goals. But if you follow through and you commit, you commit resources like full-time staff to getting these things done, then it's well worth it.
MAYOR JENKINS: Luke, you're only asking the Council to let you apply for it; is that correct?
MR. HOWE: Yes, sir.
MAYOR JENKINS: That don't mean you'll get it. You might get it.
MR. HOWE: Yes. No, sir. No, sir.
MAYOR JENKINS: Okay.
COUNCILMEMBER FLEMING: So the previous LCI study would be a moot point --
MR. HOWE: No, no.

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COUNCILMEMBER FLEMING: -- if this one is approved?
MR. HOWE: No, ma'am. No.
COUNCILMEMBER FLEMING: It's --
MR. HOWE: We would still --
COUNCILMEMBER FLEMING: -- hand in hand.
MR. HOWE: Yes, ma'am. We would still -- it would be two separate LCI studies.
COUNCILMEMBER FLEMING: Okay.
MR. HOWE: Atlanta's got, you know, probably a dozen.
COUNCILMEMBER FLEMING: Okay. Thank you.
MR. HOWE: And we would still -- you know, it would not nullify the current LCI. We would still pursue, you know, everything that has been laid out in that study.
This would focus solely on the GM property. I'm going to try. I'm going to try to make an argument about including the MARTA station so we can hopefully get some money to redevelop that facility. That argument may go over; it may not. They may say, look, you probably just need to do a supplemental study to your current LCI for that, because it is considered in the original LCI.
COUNCILMEMBER FLEMING: Okay.

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MR. HOWE: But I feel, you know, about 90 percent confident that we will get this. Like I said, it has -- the regional significance is tremendous.
COUNCILMEMBER FLEMING: Thank you.
COUNCILMEMBER ROCHE: I think that the -- I mean any studies or anything we can do on that GM site is clearly indicated because, as you say, the current LCI doesn't really talk about it at all.
I guess my questions would be, you said that it's not really worth the paper it's on. I mean is there any real weight, is there any real leverage as a result of having this LCI? Because, you know, the LCI could say, you know, we want to build a biotech building or something but then a developer comes along and GM sells it to the developer and they want to build a mall. I mean is it going to give us any leverage as far as looking out for the city's best interests?
MR. HOWE: Absolutely.
COUNCILMEMBER ROCHE: And how would that work?
MR. HOWE: Well, it provides need and justification for the land uses. It provides, you know, some step by step, some detailed instructions on how to go about our ordinances to ensure that we get what

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1 we want. And that's where the market analysis comes
2 along. That component of the study will tell us what
3 exactly is feasible and what's not.
4 But everything, every document that exists
5 says that those uses are more than feasible. Just
6 last week, it was in the Atlanta Business Chronicle
7 that Kaiser Permanente announced a $400 million
8 expansion in the metro area with medical centers and
9 possibly a new hospital. So it's more than feasible,
10 and the good thing is it's not just the city of
11 Doraville who's trying to get these things to our
12 area. It's the county, it's the metro area chamber of
13 commerce, it's the State of Georgia and it's the
14 Georgia Power community economic development
15 department.
16 You know, our resources are scarce. We
17 don't have a lot of manpower, unfortunately, and you
18 know, that's an easy way to go about it is to let them
19 do the work. And they will. You know, they have been
20 very encouraged by our recent announcement.
21 COUNCILMEMBER FLEMING: And could you tell
22 me what the turnaround time is for the LCI study for
23 the GM?
24 MR. HOWE: Yes, ma'am. It would start
25 around the first of June and we would have until mid

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1 December to finish. It gives the public -- you know,
2 stakeholders, the public, DOT, GRTA, the County, the
3 metro area chamber of commerce it gives our citizens
4 an opportunity to sit down and hash this thing out
5 step by step.
6 COUNCILMEMBER PITTMAN: Who determines that
7 timeline?
8 MR. HOWE: Well, ARC says, look, we're
9 giving it to you. We start the process in April.
10 You've got -- you know they recommend a certain amount
11 of time for the RFP process and then they say look.
12 That's the really only concrete dates that they give
13 you: you know, we'll execute a contract in May;
14 you've got until mid December to finish.
15 In the application, I have to submit a
16 schedule, more detailed scheduled, but that's all they
17 say: you know, get it done. And they'll be involved
18 in the process, too. You know, more people are going
19 to be impacted by this. The city of Chamblee, the
20 unincorporated residents just outside our borders. So
21 it'll give our residents an opportunity to weigh in,
22 you-all an opportunity to weigh in, and, you know, we
23 can bring in other partners.
24 You know, we're not going to get anything
25 done without GDOT or GRTA. We're not going to get

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1 anything done without these people, so it's in our
2 best interests to invite them to the table.
3 COUNCILMEMBER ALEXANDER: May I ask you,
4 Mr. Weed, and possibly you, Mr. Haeberlin, a question?
5 I'm not sure about the Hapeville plant, but have
6 either of you two been involved with a DRI?
7 MR. HAEBERLIN: Yes.
8 ATTORNEY WEED: Yes.
9 COUNCILMEMBER ALEXANDER: Okay. Could you
10 educate us a little bit, because evidently some
11 citizen has the concern that it would involve the
12 entire north end of the state. And the way I read
13 these materials, it's more centralized to
14 municipalities that touch our boundaries. And
15 Mr. Haeberlin, if you want to address those concerns,
16 please.
17 MR. HOWE: Well, we've got a DRI.
18 COUNCILMEMBER ALEXANDER: I understand that
19 but --
20 MR. HOWE: We don't get --
21 COUNCILMEMBER ALEXANDER: I understand we
22 don't get the protection of --
23 MR. HOWE: GDOT doesn't build roads. GRTA
24 is not going to invest.
25 COUNCILMEMBER ALEXANDER: My question I

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1 guess was more about the regional review process and
2 the partners that would be consulted.
3 MR. HAEBERLIN: They send out the notifi-
4 cation from ARC and it gives these communities an
5 opportunity to comment. And what Luke is talking
6 about, roads and infrastructure, of course -- I mean
7 if the GM plant never went through a DRI, we would be
8 looking at funding all of this infrastructure
9 improvements or we could be looking at funding it.
10 What the DRI does, it gives you these
11 recommendations that come from a wealth of knowledge
12 that we don't normally have access to, and then we
13 don't get -- you know, in essence, we're not paying
14 for. And then the local jurisdiction can bind, I
15 guess, conditions, conditions of zoning. They can
16 adopt those as part of the rezoning of the site when
17 we have an applicant.
18 So it would be very valuable for you.
19 Otherwise, you would look at perhaps, you know, buying
20 some of the property, setting up a development
21 authority and building your own roads, your own
22 network. Right now, that site is a couple subdivided
23 parcels. They don't logically relate to what you see
24 on the ground. And we discovered that the other night
25 when we did a rezoning, is that there was actually 12

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1 acres that people didn't even realize that perhaps was
2 not the GM site. It's just kind of lumped in there a
3 little bit.
4 So it would be a great benefit for us to
5 have this access. And I have contacted my folks at
6 ARC and GDOT as well, and they have assured me -- and
7 this was based upon some of our previous zoning
8 actions -- is that we need to have an applicant-
9 initiated DRI for that of the GM site and that will
10 help us to achieve our objectives. And again, it's
11 all this great wealth of input that we get and the
12 access to funding source points. And the LCI is the
13 perfect complement, because the LCI, as the folks from
14 ARC have shared with me, if a government obtains the
15 site, the LCI might be the only thing that the
16 jurisdiction could use to bind that government to
17 fulfill the requirements of the LCI. And so certainly
18 as some of these development proposals have been
19 discussed, that's a real possibility, and we have to
20 look at our worst-case scenario. And in the worst-
21 case scenario, the LCI would be a big support of this
22 development of regional impact. It's going to give
23 you access to information such as Motors Industrial
24 Way being in the GDOT right-of-way, et cetera. You
25 need that information. From a transportation planning

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1 perspective, I don't think that site is well served,
2 and I think you need that information.
3 COUNCILMEMBER ALEXANDER: So would a DRI
4 have like a 25-mile radius? Would it have --
5 MR. HAEBERLIN: I would have to go back and
6 look at the specific details on who was notified.
7 When I was in Henry County, almost all the
8 cities in the Henry County as I recall received DRI
9 notification, so I think it was county-wide. It may
10 have been even outside of that county area. The mall
11 at Southpoint was the DRI that I was involved in.
12 When I worked for Gwinnett County, obviously when the
13 property was zoned for that of the Mall of Georgia, I
14 was not yet a planning staff. I did become one and
15 then was part of the development process after the
16 zoning occurred. Again, the same situation: DRI, DRI
17 review.
18 COUNCILMEMBER ALEXANDER: Thank you.
19 MR. HAEBERLIN: Uh-huh.
20 MR. HOWE: And just to complement what Scott
21 said, it does invite all these other people in, all
22 these other entities in, but at the same time, it
23 ensures our autonomy, and that -- You know, this is a
24 great time to have somebody like GDOT or GRTA saying,
25 you know, look, this is your thing, and we want to

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1 make sure it stays that way.
2 COUNCILMEMBER ROCHE: So when you say it
3 ensures our autonomy --
4 MR. HOWE: Yeah.
5 COUNCILMEMBER ROCHE: -- I mean Dekalb
6 County said, guess what? We're going to buy the
7 property.
8 MR. HOWE: Well, if they do that, there
9 would be no DRI and there would be no oversight from
10 state and regional authorities.
11 COUNCILMEMBER ROCHE: Or us.
12 MR. HOWE: Or us. Exactly right.
13 So a DRI is invaluable when it comes to this
14 site. I mean it is. This is going to be the largest
15 brownfield redevelopment in state history.
16 COUNCILMEMBER ROCHE: I just want to make
17 sure we're clear on this. Even if we had this LCI
18 tomorrow and Dekalb County decided that they wanted to
19 take an ownership position in the GM property, this
20 doesn't necessarily protect us from that.
21 MR. HOWE: Well, the DRI --
22 COUNCILMEMBER ROCHE: Does it have any legal
23 weight? Does it have any --? You know, "Okay. We've
24 got this wonderful piece of paper." This is what we'd
25 like to see, but there's still nothing preventing

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1 General Motors from selling the property to somebody
2 who wants to come in and do something that we may or
3 may not do, or, again, it could be acquired, you know,
4 in whole or in part by another governmental entity
5 which could potentially make us lose our sovereignty
6 over it.
7 And I just want to make sure we're clear
8 that the LCI, while I still think it's a good idea and
9 yes, I'm going to vote for it, doesn't necessarily --
10 it's not a slam-dunk protection against those type of
11 threats.
12 ATTORNEY WEED: Well, I might answer your
13 question in two ways. One, as a city attorney, I'm
14 not willing to concede that our zoning ordinance would
15 not be applicable to that property. I think that's a
16 matter of some debate which, if necessary, a court
17 will decide if it comes to that.
18 So putting that aside for a moment, the next
19 question would be: What can we do as a governmental
20 entity to further strengthen our position that we
21 intend to exercise our autonomy over that region and
22 that we have the skill and the foresight and the
23 ability to do so and we don't need some other govern-
24 ment telling us what to do? These types of activities
25 lend credence and give evidence to an objective third

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1 party who might be reviewing the case, that "We don't
2 need Big Brother watching over our shoulder, and this
3 is what we've done on our own initiative and we're
4 making good progress in keeping with what the goals
5 and vision of the local government are."
6 The other thing is this frankly may turn out
7 to be a David v. Goliath situation, and if we fail to
8 take reasonable, appropriate steps to govern ourselves
9 and the property that's in the city of Doraville and
10 takes away planks of argument that we can't handle
11 ourselves, I think we would regret that later. And I
12 think frankly, part of this is, you know, winning
13 hearts and minds. We win over the Atlanta Business
14 Chronicle, we win over the Atlanta Journal, we win
15 over our congressmen. And the only way we can do that
16 is by doing the best we can with what we've got, and I
17 think this is an example of that.
18 So that's my two-fold answer to your
19 question. One, legally, it can't hurt us, it provides
20 objective criteria for some third party as to what is
21 good for the site; and then secondly, it certainly
22 can't hurt us politically.
23 COUNCILMEMBER ROCHE: Okay. I just want to
24 make sure that we all understood that this is not a
25 be-all and end-all to --

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1 ATTORNEY WEED: I agree with that.
2 COUNCILMEMBER ROCHE: -- to the threat that
3 we could be potentially facing.
4 COUNCILMEMBER BATES: I'm going to make the
5 motion to approve the resolution for the LCI study for
6 the General Motors property with a budget allocation
7 of $25,000.
8 COUNCILMEMBER ROCHE: And I'll second it.
9 MAYOR JENKINS: Any more discussion?
10 - - -
11 (No response)
12 - - -
13 MAYOR JENKINS: Call the roll.
14 CLERK BLACKMON: Councilmember Alexander?
15 COUNCILMEMBER ALEXANDER: Yes.
16 CLERK BLACKMON: Councilmember Bates?
17 COUNCILMEMBER BATES: Yes.
18 CLERK BLACKMON: Councilmember Fleming?
19 COUNCILMEMBER FLEMING: Yes.
20 CLERK BLACKMON: Councilmember Pittman?
21 COUNCILMEMBER PITTMAN: Yes.
22 CLERK BLACKMON: Councilmember Roche?
23 COUNCILMEMBER ROCHE: Yes.
24 CLERK BLACKMON: Councilmember Spangler?
25 COUNCILMEMBER SPANGLER: Yes.

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1 MAYOR JENKINS: Okay. Motion carried.
2 COUNCILMEMBER ROCHE: This kind of brings us
3 straight into the next thing which is the Staffing for
4 the GM Development. This has been on the agenda for
5 some time.
6 It wasn't even a month ago, I guess, that we
7 came under a very large potential threat with the
8 Falcons stadium. That was a plan. It was a real
9 plan. It was on the table. Fortunately, we were able
10 to hold a town hall meeting. Everyone got up. We
11 made it loud and clear what the citizens of Doraville
12 at least did not want at the GM property. And people
13 listened, because every indication I have -- I could
14 be wrong, but at least for the moment, that topic is
15 off the table. That option is not there anymore. And
16 you know, the citizens of Doraville that came out that
17 night, you know, there were at least three or four
18 times as many people as there are here, you know, came
19 and made that very clear, and the citizens of
20 Doraville need to congratulate themselves for that.
21 My concern is this: We just approved, as we
22 notice, the LCI, and of course that's a very important
23 part of this whole thing. But even though the
24 immediate threat of a stadium may not be there now, we
25 still have the potential situation to where the -- as

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1 we mentioned before, the County could take an
2 ownership position and there could be legal battles,
3 et cetera. A developer may purchase it and decide
4 they want to build something that we have no interest
5 in whatsoever. But then again, we have, you know, the
6 financial problems or -- that we have to take care of.
7 I'm not saying this very well.
8 But I don't even know the questions to ask,
9 and I'm not sure that we on the Council necessarily
10 know the questions to ask. I think that we need a
11 level of expertise that's quite above, as Attorney
12 Weed said. We need the absolute best.
13 What happens to that GM property in the next
14 couple or three years will impact Doraville for the
15 next 50 years if not more. I think we need all the
16 help we can get. We can't even --
17 Let me ask a quick question. When was the
18 last time we spoke to New Broad Street, the developers
19 that were interested in the . . . Does anyone at City
20 Hall?
21 - - -
22 (No response)
23 - - -
24 COUNCILMEMBER ROCHE: No one at City Hall
25 has even picked up the phone to talk to New Broad

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1 Street. And these are developers that are talking
2 about coming in potentially with a partnership of
3 another government, which, again, could have legal
4 ramifications as to our control over that, and no one
5 here in Doraville has even picked up the phone and
6 attempted to contact them.
7 When was the last time we spoke to GM?
8 MR. HOWE: We talk to them about twice a
9 month.
10 COUNCILMEMBER ROCHE: Okay. That's good.
11 So GM, you know, the County. The County's
12 not -- they're being uncommunicative.
13 We need some heavy hitters on our side. We
14 need some people that know what to do in the
15 situation, because I sure as heck don't. It's
16 certainly not my area of expertise. I think we need
17 someone that's a senior level, I think a senior
18 consulting type company. Originally I talked about
19 hiring an employee. I don't think that would
20 necessarily work.
21 So I put together -- At the last meeting, we
22 made a motion to postpone topic until this meeting, at
23 which time I would take a crack at writing an RFP for
24 the types of things we'd be looking for. And
25 essentially, I kind of left this vague because, again,

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1 like I said, this is not my area of expertise, but I
2 could read over some:
3 (Reading) Define and identify potential
4 opportunities and visions and prepare some kind of a
5 report that would show us the advantages and disad-
6 vantages of each.
7 Now, some of this may be taken care of by
8 the LCI. Some may not. I don't know. For instance,
9 you know, it could be a school. Hey, everybody
10 thinks, wow, wouldn't it be wonderful if Georgia Tech
11 built a campus there? Well, it could be, but then
12 suddenly that land vanishes from our tax base but yet
13 we may have to provide services. You know, have we
14 considered the impact of that? And I'm just using
15 that as one example. You know, a corporate campus may
16 have other impacts, you know, et cetera, et cetera.
17 (Reading) Evaluate each alternative for
18 feasibility, considering market and economic factors.
19 Well, I guess we already have one market
20 study that we don't know what's going on with that
21 one. Maybe there -- I guess there would be a market
22 study with the LCI, which would come some time late
23 next year.
24 And then from these alternatives and then
25 say, okay, fine; if we build a technology park, this

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1 is the good part, this is the bad part; if we
2 build a hospital, this is the advantages, this is the
3 disadvantages; if we go for a -- whatever, you know.
4 If we go to build a mall, these are the advantages and
5 these are the disadvantages. I'm not advocating any
6 of these.
7 And from that, once we get an idea of the
8 vision that we want, we can create a general/specific
9 strategic road map so that we can get what we want.
10 Should we be making legal moves? Should we be making
11 zoning moves?
12 I mean we're zoning some property now, and I
13 think it's going to come up a little later. We did
14 rezone the site, you know. And maybe we did the best
15 thing, maybe we didn't. I don't know. I feel like we
16 probably did, but I don't have that high confidence
17 level because, again, you know, we don't have that
18 expertise sitting up here.
19 And basically say, okay, fine. This is our
20 situation and this is where we want to be. If this
21 happens, this is what we'll do. We have a plan of
22 action to move forward with, and if that works, great.
23 If it doesn't, if something else happens, then we
24 change and we do this.
25 Right now, we don't really have a plan of

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1 action. About three or four weeks ago, there was a --
2 maybe a little longer, there was a lot of confusion
3 amongst the counsel because we thought that a press
4 release had gone out, you know. And I think part of
5 that confusion was because we don't all have a plan of
6 action. We don't all have the strategy in our minds
7 to make certain that we get the best possible out-
8 comes.
9 There are jurisdictional issues. There
10 could be, you know, city readiness. You know, do we
11 have the staff here today to handle if a development
12 came along?
13 We passed the LEED ordinance recently or
14 last year. You know, it came on as of February 1st.
15 Anything out there that's over 20,000 square feet must
16 meet LEED regulations. Who in the city is capable of
17 making sure that that happens? Don't know, you know.
18 Building inspections, we don't have that.
19 You know, we have a part-timer, you know.
20 A marketing plan. Once we decide what it
21 is, we need to make an affirmative marketing plan and
22 go out and seek out developers who want to come and do
23 this. We can't just sit here and wait for it to
24 happen.
25 That's kind of what we're doing now. We're

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in a strictly reactive mode. We're just sitting here waiting for the next thing to happen.

And I know. I'll be quiet in just a second.

And then continue consulting. Once we have this plan of action or whatever, we have someone that's there that's kind of like a -- almost like if we were in a legal situation, we'd have an attorney. We'd have someone to kind of guide us through the process and look out for our best interests, because the main thing we here need to worry about is the best interests of the citizens of Doraville, the business people in Doraville, the property owners of Doraville and the surrounding community. I think we need all the help we can get, and that's why I want to . . .

I've submitted this to the Council. I'd be happy to make any changes or adjustments. I would like the Council to put out this RFP for some consulting help to help us with this.

MAYOR JENKINS: Don't you think it's a little premature, Bob, when we got a man going to try to get us some money for pretty well exactly what you're referring to? We're going to put in for a grant on it.

COUNCILMEMBER ROCHE: No. I think it's way too late. We almost --

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MAYOR JENKINS: No. I don't.

COUNCILMEMBER ROCHE: We almost got a -- we almost got a stadium, and here we were flat-footed. You see what I'm saying? We had no -- you know, no idea what was going on until, you know, they came to us and said, guess what?, you know, and they expected the Council to go out and fan out across the county or the city and talk about how great the stadium was.

We do not have a plan of action. The LCI is one piece of us. And we are. We're getting information. We're getting information about financial things; we're getting information about other things that I can't really go into because it was part of the Executive Sessions. But we do not have an overall vision. We do not have an overall plan of action. So we are strictly in a reactive mode, and the LCI is -- that's a very different thing.

COUNCILMEMBER BATES: I appreciate you putting this together. I do think that the LCI plan will address a number of the items covered in the draft proposal that you've got.

What I'd like to do is compare what the LCI study is going to do versus the components of this RFP and if we need to refine it down and be much more specific as to what we're looking for.

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I will agree with you. I think that the city needs to have a marketing plan. That is something that I've advocated all along, that we've not done a very good job of promoting our city as a whole. And you know, once we've got a plan in place on the GM site, that's another level and layer to help us advocate on why people should move here, do business here, set up shop here and those types of things.

So I appreciate you putting it together. I'd like -- this is the first time I've seen it. As you know, my e-mail was down over the weekend, so I'm just now having a chance to look at it, and I'm just not comfortable voting on this, having seen it for the first time.

COUNCILMEMBER ROCHE: I'd like to make a motion that we postpone this to the next meeting under old business. It will give us all a chance to look at it. It will give me a chance to compare this to the LCI.

MR. ANDERSON: We've got some sign-ups, hopefully?

COUNCILMEMBER ROCHE: Oh, I'm sorry.

MAYOR JENKINS: Yeah. We're going to get to you, Mr. Stuart.

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COUNCILMEMBER ROCHE: I'll withdraw the motion until we give everyone a chance to talk.

MAYOR JENKINS: Stuart Anderson.

MR. ANDERSON: Stuart Anderson.

Luke mentioned a consultant as part of the LCI?

MR. HOWE: Yes, sir. We've done it before.

MR. ANDERSON: Right, right; that's fine.

What I'm saying here, and it's part of what I'm saying, is that consultancy that we're going to look for if and when we get this LCI money and progress would certainly just dovetail into doing an RFP right now or as soon as possible for a consultant that could start working on this situation or have been vetted by the time and/or about the same time that we get these LCI moneys, so we're not starting some months from now, we're starting now, and that person would be vetted to a certain extent, discussed with, and if not be on payroll already, be lined up for being in action when this thing goes down, when the LCI goes down. So I'm certainly for starting an RFP process on this.

The consultant would -- and I'm very concerned about the applicant-started DRI thing. It's something that Mr. Roche was saying. By waiting for

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1 the applicant to do our planning for us is just bad
2 planning, period. It's what I've been saying for
3 years. We've needed planned development zoning in the
4 GM property to protect ourselves, to show a legal
5 entity is interested and committed to doing something
6 there. We've been not doing anything for years on
7 this.
8 If we did that RFP, we'd have something
9 going on. If the LCI study comes in, that's fine.
10 Another point that Mr. Howe made was we had
11 virtually unlimited development for the -- and I
12 thought I was signed up for the previous item; I'm
13 sorry -- but we had unlimited funds or unlimited
14 development for the MARTA. Certainly we need to put
15 it underground where it belonged in the first place,
16 and then get that area back and develop that top of
17 the hill. If we've got all these moneys and unlimited
18 capability, we should do it properly rather than put
19 lipstick on a building.
20 MAYOR JENKINS: Thank you.
21 MR. ANDERSON: Do the RFP, please.
22 MR. HART: Because the LCI is a government
23 approach to planning, I think we need to put an RFP
24 out for the private sector to come on board to help us
25 with marketing the site and developing a vision for

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1 the site other than --
2 I mean an LCI is fine. It's a focus group
3 and all that sort of thing. You get all those govern-
4 ment attachments to it. Like we said earlier, Dekalb
5 County and the State and Georgia Power end up with all
6 the money and we end up with some concrete throwing it
7 around.
8 I mean this RFP is a professional firm
9 coming in to look at this site from an international
10 perspective, that would market the site in the private
11 sector rather than being involved in a government
12 plan.
13 I agree with him about the MARTA station,
14 incidentally. The problem is there's a big water
15 aquifer where there used to be a parking garage. The
16 Georgia Tech study, what's lacking there is that they
17 decided to copy the Chamblee LCI plan where they ran
18 the aqueduct underneath the road over there in
19 Chamblee. The same thing was done on the Georgia Tech
20 study of this site. They basically did both studies
21 and just copied that section. And the road underneath
22 the MARTA station goes right through the water aquifer
23 which is not feasible.
24 Thank you.
25 MAYOR JENKINS: Thank you.

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1 MR. HOWE: Mayor, I want everyone to be
2 aware of one thing about this, you know. Marketing
3 that site, I think Hapeville did it, it makes sense in
4 some ways. But the problem with this site and the
5 reason why it continues to sit there, it's not us,
6 it's not the County, it's not any developer; it's GM.
7 They want 70 million dollars for a plant, for a piece
8 of land that's been appraised at 53.
9 MR. ANDERSON: That doesn't keep us from
10 marketing it.
11 MR. HOWE: How? Stuart, why would we spend
12 resources to market a plant that is 20 million dollars
13 overpriced? GM's not even actively marketing the
14 plant. And I have talked to credible -- some very
15 good developers, from Hines to Cousins and Carter.
16 They said, look, you know, there's a lot of people in
17 this area, a lot of good developers that would love to
18 get ahold of that plant but we're not going to pay
19 more than 45 million dollars for it.
20 MR. ANDERSON: Offers, negotiations.
21 MAYOR JENKINS: Bob, do you want to make a
22 motion?
23 COUNCILMEMBER ROCHE: Yeah, and again --
24 MAYOR JENKINS: Excuse me just a minute.
25 I'm sorry. Ben Crawford come in late.

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1 Did you want to sign up on this one, Ben?
2 MR. CRAWFORD: Yeah.
3 MS. CRAWFORD: I meant to sign up and I
4 forgot.
5 MR. CRAWFORD: Is that okay, Mayor?
6 MAYOR JENKINS: Both of you or one?
7 MR. CRAWFORD: I'm sorry?
8 MAYOR JENKINS: Go ahead. Come on up.
9 MR. CRAWFORD: Ben Crawford, Oakcliff.
10 Mayor, City Council, one thing throughout
11 this whole GM thing that I haven't heard a lot about,
12 and I'd kind of like to see more input from the City
13 Planner -- I'm not sure the City Planner has been left
14 out of the loop. But every meeting I've come to, it
15 seems like -- we have a City Planner, and I'd like to
16 kind of know what his involvement in this whole thing
17 is, and I don't know if you want to address that
18 tonight or at another point, but I would like to hear
19 some of the ideas that we have from the City Planner
20 also.
21 Thank you.
22 MAYOR JENKINS: Thank you, Ben.
23 Susan? Susan?
24 MS. CRAWFORD: Yes?
25 MAYOR JENKINS: Did you want to speak on it?

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MS. CRAWFORD: Oh, no. I --
MAYOR JENKINS: Okay. Thank you.
Bob?
COUNCILMEMBER ROCHE: Well, again, I mean when you have a big issue like this, I mean a lot of times what you do is you paint a picture, and that's probably what we'll get from the LCI.
But we need to draw a road map so we can make sure we get there. We need somebody that knows all the ins and outs, that knows all the traps, knows all the leverage, because in a lot of ways I'm concerned that we may not have as much leverage as I'd like to have.
So anyway, in light of the LCI, I would like to make a motion to -- and to give everyone a chance to look at this. This is a first draft. I meant for it to be a cooperative effort amongst the entire Council. I think if -- I would like to make a motion to just postpone this till the December 7th meeting and give us all a chance to make changes, suggestions, or whatever.
MAYOR JENKINS: Okay.
COUNCILMEMBER FLEMING: Second.
MAYOR JENKINS: Do I get a second?
COUNCILMEMBER FLEMING: Second.

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MAYOR JENKINS: Any more discussion?
- - -
(No response)
- - -
MAYOR JENKINS: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: Thank you.
COUNCILMEMBER ROCHE: Thank you.
Number 6 is a moot point right now. I have nothing on it.
MAYOR JENKINS: Scratch that one?
COUNCILMEMBER ROCHE: Yes.
MAYOR JENKINS: You don't want it postponed; just scratch it.

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COUNCILMEMBER ROCHE: Yeah, we can move to delete agenda item number 6.
MAYOR JENKINS: Second?
COUNCILMEMBER FLEMING: Second.
MAYOR JENKINS: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: Mr. Deane Stokes.
MR. STOKES: This isn't too long. First of all --
MAYOR JENKINS: Did I get your name right?
MR. STOKES: Deane Stokes. You spelled it right with an "e" on the end.
First of all, I want to thank you for giving the opportunity to address the city people tonight,

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ladies and men.
Just to give a little background of my interest in Doraville -- I'm going to develop that, and I've got so much to cover, so much on my mind. My son is here, who started his business, Deane Stokes, Jr., in Doraville several years ago, Metropolitan Realty Associates; my sister-in-law Ollinay (phonetic) who's treasurer of Friends of the Doraville Post Office [sic].
UNIDENTIFIED SPEAKER: Library.
MR. STOKES: Library. What did I say?
UNIDENTIFIED SPEAKER: Post Office.
MR. STOKES: And my brother, who is a former U.S. attorney/U.S. Marshall, and he said I better get it right tonight because he's missing a good part of the Monday night football games.
I was kind of moved by what I've heard so far of the hesitancy, and I can understand it, in dealing with the GM property. You're postponing a meeting. There's a proverb that says, the plans of the diligent lead surely to plenty but to everyone who is hasty, surely to poverty. I wish that this same approach had been done with this issue of C-2 zoning as it applies to office warehouses.
Let me give you a little bit of my

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1 background; I'll be as brief as I can. I've been in
2 Doraville for -- I'm not a resident of Doraville but
3 I've had my business here for over 45 years. Matter
4 of fact, 1972 I opened my office on Buford Highway.
5 My mail is always addressed Doraville Post Office
6 30362, not Atlanta 30362. I've had a good working
7 relationship with the city of Doraville for many
8 years. It's been good for me; it's been good for my
9 business. That seems to be changing now, and that's
10 what I wanted to address.
11 A little bit about myself. I am a
12 developer. I've developed properties from Salerno,
13 Florida, West Melbourne, Melbourne Beach, Melbourne
14 proper; Bainbridge, as far north as Toccoa, the five-
15 county areas in Atlanta. I've built McDonald's
16 restaurants, I've built Dunkin Donuts, I've built one
17 KFC. I've built a number of strip centers,
18 convenience centers, offices, office warehouses --
19 started the office warehouse in West Melbourne, as a
20 matter of fact -- and two shopping centers, one
21 neighborhood shopping center in Douglasville. I'm
22 part -- my son and I are part of a four-man team
23 building -- just completed a shopping center in
24 Lawrenceville, 56,000 feet, a year-and-a-half ago, and
25 unusually, it's in the black in this day and age with

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1 the market as bad as it is.
2 Everything wasn't peaches and cream. In the
3 middle '70s, a bunch of developers went belly-up. I
4 never went belly-up myself. Interest rates were high,
5 the market was terrible; a lot of good, known
6 developers went belly-up. But I survived that time,
7 and right now most of my interests in Doraville. I've
8 got some interests -- some outside of Doraville but
9 mainly in Doraville.
10 I want to tell you what the office warehouse
11 is and what it is not. Office warehouse is designed
12 to accommodate small businesses. And I'm just
13 thinking. They talk about this GM plant and what is
14 going to happen. Doraville is going to need the
15 services of the people that go into the office ware-
16 house parks. Our Doraville Square, I built 45 years
17 ago. It's been neat, well painted and well
18 maintained. I still manage it, although I've got
19 somebody to help now. And the type of people that go
20 in there, let me just give you a few of them. They're
21 plumbers, they're electricians, they are air
22 conditioning people; they're printers, sign people;
23 they're distributors, they're wholesalers, they're
24 people that are export/import. A number of entre-
25 preneurial businesses that go in there, a number of

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1 skilled businesses -- landscape people and so forth.
2 I can't name the variety of people that we've had go
3 in there. And we've gone to the City and we've gotten
4 our business permit very nicely.
5 - - -
6 (Timer sounds)
7 - - -
8 MR. STOKES: Can I have some more time?
9 MAYOR JENKINS: Five minutes.
10 MR. STOKES: Okay, five minutes. I'll have
11 to go quickly.
12 MAYOR JENKINS: No. I've already given you
13 five. I'll give you another minute.
14 MR. STOKES: Oh, I can't cover it in a
15 minute.
16 Okay. What I am going to cover in a minute
17 is the zoning. This was done according to the letter
18 of the law. It was not done according to the spirit
19 of the law. I see in item 14, Notification of Owner
20 of City-Initiated Rezoning-Murray Weed. This should
21 have been new business.
22 The zoning, which was a drastic effect on
23 the owners of the office warehouses and the businesses
24 that are moving out, they're going to other munici-
25 palities now, it was put in a publication that nobody

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1 reads, nobody subscribes to. That was done according
2 to the letter of the law. I think it was done
3 probably legally. But according to the spirit of the
4 law, it was not.
5 - - -
6 (Timer sounds)
7 - - -
8 MR. STOKES: And one half a minute more, if
9 I may, Mayor.
10 And something that impacted our businesses
11 that drastically, impacted the businesses that go into
12 these office warehouses that drastically, was done
13 hastily, was done wrong. And I would beseech you
14 folks. I know that you didn't do it intending to do
15 harm, but it's doing harm not only to being in an
16 adversarial relationship between the building owners
17 and the City, it's hurting business, it's hurting the
18 owners of these office warehouses. It's going to hurt
19 the city, the revenue from the businesses and the
20 decreased real estate resulting from the zoning
21 changes.
22 So I beseech you, take a hard look at this
23 and redo this zoning ordinance for what these
24 buildings were built to do, what they were designed
25 and built to do. The city is going to need these

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resources, they're going to need the services, particularly after tonight.
Thank you.
MAYOR JENKINS: Thank you, sir.
- - -
(Applause)
- - -
MAYOR JENKINS: Tom Hart?
COUNCILMEMBER FLEMING: Could I ask Mr. Stokes what his address is, please?
MAYOR JENKINS: Yes.
MR. STOKES: Say again?
COUNCILMEMBER FLEMING: What is the address of the property you're referring to, please?
MR. STOKES: Well, my property is 5859 New Peachtree Road.
COUNCILMEMBER FLEMING: 5859?
MR. STOKES: -- 59 New Peachtree Road.
COUNCILMEMBER FLEMING: New Peachtree.
MR. STOKES: Doraville Square.
COUNCILMEMBER FLEMING: Thank you very much.
MAYOR JENKINS: Come on up, Tom.
MR. HART: The first business I had was started in Doraville. It was in one of these office warehouse sort of things. And it's sort of like the

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continental shelf that you throw the fish and everybody is born to feed the ocean, and it's where the big fish come from. So every entrepreneur is -- their expertise in their field, and they start a small business, the first thing they're going to look for is an office warehouse that's a little office space to do the bookkeeping, et cetera, and sell the materials and keep a stock or supply on hand and manufacture small goods, and these things are done in these warehouses.
And that's what Doraville was. It was a commercial center. It was a trading post for the Indians. It has always been a commercial center, and what we've done now is we've turned it into an empty commercial center.
I think one of the properties that Mr. Stokes -- was a glass company. We used to have a glass company across the street, glass cut for houses and office buildings. And an office glass company chose to move in, but they were shut down by Doraville and immediately with open arms, welcomed into the city of Chamblee. So Chamblee has a glass company now and Doraville doesn't.
So what we've done is right in the middle of a recession, right in the middle of transition, right in the middle of losing money, we're in a situation

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where we're running businesses off from the city. I think you need a careful review of what you've done and what's possible right now and in the future.
Thank you.
- - -
(Applause)
- - -
MAYOR JENKINS: Stuart?
MR. ANDERSON: I'd like to cede my time to Mr. Stokes if you would.
MR. STOKES: Thank you.
MR. ANDERSON: I'm for a revision of C-2.
MR. STOKES: Is that proper?
MAYOR JENKINS: Three minutes.
MR. STOKES: Three minutes.
Well, what I was saying before is that this is going to be hurtful to the city of Doraville because we're going to see office warehouse buildings with the current zoning, we're going to see them heavily vacant. We may see some repossessions. This is a hardship not only to the owners of the property, of the real estate, the buildings, but it's for the businesses, as Tom Hart just said, that moved out and are moving out to other locales. And the city of Doraville is going to need these, particularly with

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the development of the GM -- I forget what you call it. I hate to see Doraville . . .
Now let me say one other thing as far as GM is concerned, as far as the businesses come in. Demographics are going to determine what comes in and what wants to come in, and the market is the desire. Any amount of planning is not going to initiate folks coming in.
Are my three minutes up?
COUNCILMEMBER BATES: Not yet.
COUNCILMEMBER SPANGLER: You've got one minute left.
MR. STOKES: I've got one minute.
I jumped from one thing to another and I didn't cover some of the in between. I said what the office warehouse was. I did not say what it was not.
The office warehouse is not for restaurant. It's not designed for retail, folks. It's not designed for retail. It's got limited parking, it's got the -- the way it faces the road, it doesn't have the road exposure. And the way this new zoning is coming up, they want it to be retail or something. I just don't understand it.
This is like throwing out the baby with the bath water. We need office warehouses. We need the

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1 facilities, the services that they render, and so I
2 beseech you, please take a good hard look at this and
3 let's get back to where the warehouse was designed and
4 built to be.
5 Thank you.
6 MAYOR JENKINS: Thank you.
7 - - -
8 (Applause)
9 - - -
10 MAYOR JENKINS: Carol Gillman?
11 That's all on that one. Has anybody got
12 anything from the table on that?
13 COUNCILMEMBER ROCHE: Yeah, I just had a
14 question.
15 Mr. Stokes or whoever, first of all, I think
16 what happened was that originally everything went
17 through the Planning Commission, and through legal
18 snafu and without all the details, it didn't really go
19 through the Planning Commission. It being part of the
20 Planning Commission, I think there's a little more
21 review, and unfortunately that didn't happen, and it
22 may or may not have prevented this.
23 I would be interested in, you know, from
24 yourself and from other business owners, exactly what
25 in the new zoning is impacting your businesses. You

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1 know, it would help us to know what you feel is wrong
2 so that we could look at potentially fixing it.
3 MR. STOKES: We're just finding it out. The
4 new zoning change is some --
5 MAYOR JENKINS: Sir?
6 MR. STOKES: -- some 30 pages.
7 MAYOR JENKINS: Come on up to the micro-
8 phone.
9 MR. STOKES: Some 30 pages long --
10 COUNCILMEMBER ROCHE: Right.
11 MR. STOKES: -- and the old one was six
12 pages. I just know that according to the old code, if
13 somebody wanted to rent a space, I wouldn't rent to
14 people that we thought would be harmful in any way to
15 us or to the city of Doraville, or unbusinesslike or
16 whatever. But there was any variety of businesses,
17 and now it seems that . . .
18 Now, I know we're grandfathered. In other
19 words --
20 COUNCILMEMBER ROCHE: Right.
21 MR. STOKES: -- the people that are in
22 there. But once they leave, I'm not certain that they
23 could get back in. I don't believe a very friendly
24 situation in the city of Doraville. Sometimes they
25 say two/three days, maybe longer than that, they want

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1 a lease ahead of time. Well, I hate to give out a
2 lease when you don't know whether -- it's kind of up
3 in the air whether they're going to be approved or
4 not.
5 COUNCILMEMBER ROCHE: Right.
6 MR. STOKES: And so it's hard to put a
7 handle on just what the extent of this new zoning
8 thing is, but it looks like it seems to be
9 discretionary to some degree.
10 I read the first page of that new zoning,
11 and flat out I can't understand. I have gone over
12 leases till I'm blue in the face, but the language
13 that is contained in that new code is somewhat
14 baffling to me -- at least the "whereas" clauses are.
15 Thank you.
16 MAYOR JENKINS: All right.
17 MR. ANDERSON: A businessman.
18 MAYOR JENKINS: Okay. We're going to take a
19 10-minute break.
20 - - -
21 (Brief recess)
22 - - -
23 MAYOR JENKINS: Meeting come to order.
24 COUNCILMEMBER ALEXANDER: Item number 8, the
25 Alcohol Beverage Ordinance, was originally going to be

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1 the discussion of the 78-page ordinance that Mr. Weed
2 had written. I think we're all in agreeance that we
3 were going to postpone that item.
4 But in reading the penalty phase that we
5 passed --
6 Am I correct that we passed the penalty
7 part?
8 -- and then reading --
9 ATTORNEY WEED: Yes.
10 COUNCILMEMBER ALEXANDER: -- an e-mail that
11 you generated to us, Mr. Weed, I discussed my concerns
12 with you, and I wanted to make sure that all of
13 Council is aware of the situation that we have
14 discussed.
15 Captain Atkinson, if you can come up,
16 please, I have some questions.
17 And if I misstate what our belief was,
18 please, you guys correct me.
19 I believe our intent of passing the penalty
20 phase, which is 3-272 subsection (d), that when we
21 passed that, it was our belief that a first offense
22 and a second offense -- I believe it was our belief
23 that a second offense would be a second event of
24 selling to a minor. Is that correct?
25 COUNCILMEMBER BATES: Yes.

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COUNCILMEMBER ALEXANDER: Okay. According to Mr. Weed, as the law is written -- and Captain Atkinson, I don't know the circumstances -- when you guys do a sting and a transaction happens, a sale to a minor is done --

CAPTAIN ATKINSON: Right.

COUNCILMEMBER ALEXANDER: -- oftentimes, you guys issue more than one citation for that one transaction.

CAPTAIN ATKINSON: Certainly.

COUNCILMEMBER ALEXANDER: And what would some of those citations be?

CAPTAIN ATKINSON: Well, once the violation occurs, we cite the server, all right, for selling to underage. If they are not permitted, have a pouring permit or -- through the Police Department, they get a citation for that as well. In addition, we cite the manager/owner of the establishment for allowing the minor to be served. Also, we check business licenses and make sure that they're in compliance with their business license. So there could be and most all the time there are multiple citations.

COUNCILMEMBER ALEXANDER: So one transaction could generate up to four, possibly more citations?

CAPTAIN ATKINSON: Certainly.

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COUNCILMEMBER ALEXANDER: Okay. And the way Mr. Weed and I have discussed this law, if I sold to -- I have one instance that I sold to a minor one time but I receive three citations, that would be three strikes and that --

ATTORNEY WEED: That's correct.

COUNCILMEMBER ALEXANDER: -- would be a revocation for one instance of selling to a minor.

ATTORNEY WEED: However, it's based upon the three violations. You know, are there three violations that come out of the same transactions? Yes. However, they are three separate and distinct violations.

In the particular cases that we're dealing with, they've all been -- people have already pled nolo, been convicted or pled guilty to the offenses, so they've gotten individual records on all three of the individual offenses. Did they come out of the same congress of facts originally? Sure they did. But they're three separate legal offenses.

CAPTAIN ATKINSON: It's all under different code sections. Each violation is a different code section.

COUNCILMEMBER ALEXANDER: And I understand that, but I don't think that that was Council's

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understanding: that one sale to a minor --

ATTORNEY WEED: I can't begin to know what Council's --

COUNCILMEMBER ALEXANDER: -- could be --

ATTORNEY WEED: -- understanding was --

COUNCILMEMBER ALEXANDER: -- revocation if they were issued three citations --

ATTORNEY WEED: -- except for what you vote for.

MAYOR JENKINS: That's in a period of one year, right, Maria?

COUNCILMEMBER ALEXANDER: Yes, sir. You could have a revocation in one night.

COUNCILMEMBER ROCHE: I guess I thought, again, that it was supposed to be one event where it was served. I don't think that that was -- I know we asked this question more than once. We had some discussion about, you know, what constitutes a violation.

ATTORNEY WEED: And I think that was thoroughly answered. And what constitutes a violation, I thought there was a meeting of the minds that it was an offense and that, you know, there could be multiple offenses that come out of one basic evening or set of facts.

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Now, bear in mind, you can change the ordinance however you see fit.

COUNCILMEMBER ROCHE: Well, clearly we're going to have to because apparently we passed an ordinance that's nowhere near what at least I wanted to pass.

COUNCILMEMBER BATES: But okay, let me try to understand. The ordinance that we passed was in reference to the serving of individuals under 21.

ATTORNEY WEED: That is correct.

COUNCILMEMBER BATES: So if the server is provided a ticket for not having a pouring permit, that is . . .

ATTORNEY WEED: That wouldn't count. It hasn't been counted.

COUNCILMEMBER BATES: So if -- Let's go this route. Ms. Alexander serves little Johnny, and she doesn't have a pouring permit and the business Alexander's Bar & Tavern doesn't have an occupation tax license.

ATTORNEY WEED: That wouldn't count, either.

COUNCILMEMBER BATES: Okay. So she receives three citations: one for serving little Johnny, one for not having a pouring a permit and one for not having an occupation tax license. She's got one --

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ATTORNEY WEED: One violation.
COUNCILMEMBER BATES: -- one violation under the ordinance that we passed.
ATTORNEY WEED: That is correct.
COUNCILMEMBER FLEMING: But she could feasibly have two if she had the proper information because she allowed her server to pour, and that's the second.
ATTORNEY WEED: That is correct. And it wouldn't be -- it would be the -- That's the exact scenario that you have. The manager can be cited for not properly supervising the establishment. That's a separate offense because he essentially allowed the sale. The server can be served -- can be found guilty of an offense for the actual serving of the substance. And then there might be another waitress, based upon the same sting operation, who has served to some third party. And there, you have three offenses -- three convictions, mind you -- relevant to the code you adopted, which would necessitate revocation.
COUNCILMEMBER BATES: Can we change the word from "offense" to "event?"
ATTORNEY WEED: You can, but let's make sure you thoroughly understand what an event is.
Let's assume that you have some swinging

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night club in town. You've got Swinging Disco X. And there's some night where the moon is full, and, brother, everybody's had a very good time. It's all one event because it all occurs on one night between let's say one hour. But during that event, there may be a stabbing, an assault in the parking lot, service to minors, et cetera, okay?
Now, we already are throwing out -- underneath this ordinance, we're already throwing out the stabbing. There's nothing you can do about that because you haven't addressed it yet. We're already throwing out the assault that occurred in the parking lot because this only deals with minors. So all you really have would be things related to the service of the alcohol to minors. And in that same event, there might be 12 waitresses working that night that served, you know, six people who are underage, and each time, the manager essentially allowed that to occur. You might have the bouncer working the door, who let the underage people come in, arguably. That would be a separate offense.
Now, do you not want to close that place down? That's fine. It's fine with me. I'm sure it may be fine with the Chief. But it comes down to, you know, when you want to define an event, you can define

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it however you want to, but you need to be careful about what constitutes an event because you could have a situation where you have a lot of events that occur at one time that deal with the subject of sales to minors and you might want to close the place down and you elect not to because you've redefined what an event is.
COUNCILMEMBER ROCHE: I think that's kind --
COUNCILMEMBER FLEMING: But Mr. Weed --
COUNCILMEMBER ROCHE: -- of an extreme example.
COUNCILMEMBER FLEMING: Excuse me. I'm sorry.
When you make the statement that we've thrown out the stabbing because it's not in the ordinance, that's not correct.
We're not addressing stabbings with sales to minors. Stabbing is an offense that's going to be handled by the court system --
ATTORNEY WEED: But you --
COUNCILMEMBER FLEMING: -- on a totally unrelated, whether it is an alcohol establishment, whether it's at your home, you know, so forth and so on.
ATTORNEY WEED: Well, let me clarify. Right

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now, you haven't clarified that you want to administratively address the stabbing.
Sure, hopefully the person will be convicted in the criminal courts, but as we talked about before, this is a parallel track. You've got the criminal liability and you've got your administrative responsibilities if you choose to exercise them. And all you've done right now by modifying (d) is you've limited yourselves to sales to minors.
I assume eventually you're going to get back around to addressing the rest of the ordinance where hopefully if a murder occurs you can shut them down administratively. Right now, you haven't done that. I hope that eventually we'll get there. That's my -- let me thank you for the clarification. That's what I intended to say.
COUNCILMEMBER ROCHE: So the way it stands now, because our focus was only on sales to minors and I think our goal was to not put people out of business because they sold to minors twice or whatever, I think that that was the whole scope of what we were trying to accomplish.
Stabbings and all that other stuff, I mean, you know, that's just one part of what we were talking about that night. And so it sounds like we need to

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1 fix the language to be -- I don't know -- I mean event
2 or whatever.
3 COUNCILMEMBER FLEMING: Per date?
4 MR. FRANK: What about incident? Would
5 incident work?
6 COUNCILMEMBER ROCHE: I don't know. That's
7 what I'm asking. I thought we had this straightened
8 out last time, so --
9 ATTORNEY WEED: The wording that you
10 approved is first violation triggered by the
11 accusation as determined within a 12-month period
12 starting upon the date of the accusation of the
13 offense. That's the language you approved.
14 COUNCILMEMBER ROCHE: So if a server goes to
15 a table and serves two people sitting at that table
16 that are underage, that would be two violations.
17 ATTORNEY WEED: Yes, sir.
18 COUNCILMEMBER ROCHE: And that's -- I don't
19 think that was necessarily what was in our minds when
20 we wanted to do it. And I know we discussed this and
21 I thought that we -- I was comfortable when I left the
22 meeting that night that we straightened this out.
23 ATTORNEY WEED: What you could do is you
24 could do it at different time frames, different days.
25 However, if you do that, the night that you have the

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1 event of the butt-thumping disco, you're not going to
2 be able to do anything about that administratively.
3 They simply won't rack up the requisite number of
4 offenses the next time the police do a sting at that
5 one location.
6 COUNCILMEMBER ROCHE: Well, actually we can,
7 because we'd have leeway now, and on that one offense
8 we could suspend them for up to 15 days.
9 ATTORNEY WEED: That's true. They would be
10 punished, but you wouldn't be able to revoke their
11 license, and that may be fine.
12 COUNCILMEMBER FLEMING: No. But the fine of
13 $1,000 would still be intact.
14 ATTORNEY WEED: Criminally, yes.
15 COUNCILMEMBER FLEMING: There you go.
16 COUNCILMEMBER ROCHE: So there'd be multiple
17 $1,000 fines --
18 ATTORNEY WEED: If they're convicted.
19 COUNCILMEMBER ROCHE: -- plus we could shut
20 them down for 15 days.
21 ATTORNEY WEED: And if that's punishment
22 enough, that's fine with me as your lawyer. That's up
23 to the Council.
24 COUNCILMEMBER FLEMING: But it would be per
25 offense as far as the $1,000 fine is concerned. Is

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1 that correct?
2 ATTORNEY WEED: Well, up to. Up to $1,000.
3 COUNCILMEMBER FLEMING: Okay. So if we did
4 a sting operation and a server served three people, it
5 would be $3,000 -- one, one, one -- and up to 15 days'
6 suspension.
7 COUNCILMEMBER BATES: No, it would be up to
8 closure.
9 COUNCILMEMBER FLEMING: No.
10 ATTORNEY WEED: Well, if --
11 COUNCILMEMBER ROCHE: Well, the way it is --
12 ATTORNEY WEED: -- if you go for --
13 COUNCILMEMBER ROCHE: -- now, it would be up
14 to closure.
15 COUNCILMEMBER FLEMING: No, no, no. What
16 I'm suggesting. That the $1,000 would be per offense,
17 but if we're doing it per date on the time limit or
18 suspension, it would be up to 15 days for that date.
19 COUNCILMEMBER BATES: I -- I don't --
20 ATTORNEY WEED: That is correct if you
21 change the ordinance to read per date -- per day.
22 COUNCILMEMBER ROCHE: I think that -- yeah.
23 COUNCILMEMBER BATES: But if the ordinance
24 reads per date, then you can only do one $1,000 fine
25 unless that's a separate --

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1 ATTORNEY WEED: No. That's completely
2 separate.
3 COUNCILMEMBER FLEMING: That's up in the
4 front. We --
5 ATTORNEY WEED: The Council's not in charge
6 of fines. That's up to the Court.
7 COUNCILMEMBER BATES: So if we went per
8 event, the fine issue is still there per offense;
9 right?
10 ATTORNEY WEED: Under the hypothetical that
11 Councilman Fleming provided, her analysis is
12 absolutely correct. On the criminal side of it, the
13 city court could go up to $3,000 in fines. They never
14 do that but they could.
15 COUNCILMEMBER FLEMING: But --
16 ATTORNEY WEED: With regard to --
17 COUNCILMEMBER FLEMING: -- I need to stop
18 you right there, because we had made a comment that we
19 want this up to a thousand -- we wanted them fined
20 $1,000. And we were going to have to -- somebody here
21 at City Hall was going to have to give that
22 terminology to the courts.
23 Do you recall this conversation --
24 COUNCILMEMBER BATES: Yes.
25 COUNCILMEMBER FLEMING: -- Council?

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So it was not an "up to." We wanted them fined $1,000.
ATTORNEY WEED: You know, we can certainly talk to the Court about that, but --
COUNCILMEMBER FLEMING: Okay.
ATTORNEY WEED: -- that's up --
COUNCILMEMBER FLEMING: Okay.
ATTORNEY WEED: -- to the Court.
Changing back to the administrative aspect of it, you'd be absolutely right if you did it for a date, period, under the hypothetical that the Councilman presented, the person could get up -- the business could get up to 15 days' suspension.
COUNCILMEMBER BATES: All right. Let's go back to where we started with. Can you do it for a 12-hour period of time? Because if they have an event at 11:50 and then another one at 12:05, are those two different dates or is that --
ATTORNEY WEED: You can do it for whatever period of time Council decides to.
COUNCILMEMBER BATES: But is that a legitimate concern? If there's an incident at 11:50 and another one at 12:05 --
COUNCILMEMBER FLEMING: 24-hour period.
COUNCILMEMBER BATES: -- are those two

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separate dates?
ATTORNEY WEED: Yes.
COUNCILMEMBER FLEMING: Let's just make it a 24-hour period.
COUNCILMEMBER SPANGLER: So a 24-hour period.
COUNCILMEMBER FLEMING: Ms. Alexander, a 24-hour period?
COUNCILMEMBER SPANGLER: That's fine with me.
ATTORNEY WEED: I will get you a draft tomorrow and we'll take a look at it.
COUNCILMEMBER ROCHE: Do we need a motion?
CLERK BLACKMON: Mayor, it's after 9:00.
MAYOR JENKINS: We need to extend the meeting. We need a motion to extend this meeting.
COUNCILMEMBER FLEMING: I'd like to make a motion to extend the meeting until we finish the agenda.
COUNCILMEMBER PITTMAN: Second.
COUNCILMEMBER SPANGLER: Second.
CLERK BLACKMON: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?

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COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: All right.
ATTORNEY WEED: Mr. Mayor, the next item deals with the financial policies. It's simply back in the old business because there was some discussion if I recall about maybe putting it into some kind of workshop but I don't know that the Council finished discussing that so it's just back on there because the Clerk -- that's what she does, appropriately.
COUNCILMEMBER BATES: I'll make a motion to postpone this until December 7th.
COUNCILMEMBER ROCHE: I'll second.
COUNCILMEMBER FLEMING: And that would be item number 8 as well. Item number 8 we should be making a motion as well. I'm just making that as a comment.
COUNCILMEMBER BATES: I'll amend my motion

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to move items 8 and 9 to December 7th.
COUNCILMEMBER ROCHE: I think I seconded it. I'll second it again.
CLERK BLACKMON: Yes, you did.
MAYOR JENKINS: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
COUNCILMEMBER BATES: Yea, new business.
COUNCILMEMBER PITTMAN: I just wanted to make an announcement and have a couple things I need to discuss with the Council.
Our annual Christmas tree lighting holiday event is going to be on December 11th at 6 o'clock, the tree lighting will take place at 7:00, and this is, I believe, year number five. And it's a lot of

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fun. A lot of people come out. We decorate the tree. We have cookies and hot chocolate, and each year, we have different ideas from Council members. It just gets better each year.

I know we're also going to have Toys for Tots with us this year, and we will have a Marine here as we did last year. We'll have Santa Claus for the kids.

But I do have this time a couple of people that had some ideas -- And I see Stephe is not here tonight, but he had brought up -- and I kind of discussed this with the Council. He wanted to have the Kiwanis Club sell ornaments and he was thinking --

COUNCILMEMBER FLEMING: Stephe wanted to --

COUNCILMEMBER PITTMAN: -- she -- thank you -- sell ornaments, possibly with Doraville, I guess the city of Doraville, and I think somebody had --

I'd already spoken with Mr. Weed. I actually knew the answer to this. He said that we could do that, but we also -- if someone else came along and wanted to sell something, we would have to allow them as well.

I think the question, though, that Mr. Bates had brought up, is there a problem if they sell ornaments and it says "City of Doraville" on that? Is

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that a problem?

ATTORNEY WEED: If the Council gives them permission to use your seal or logo or wording, that's fine.

COUNCILMEMBER PITTMAN: Okay. And they also -- the Kiwanis Club was going to I guess donate the proceeds to schools or something within the city.

And I didn't know if the Council wanted to do that. I needed to give her an answer so they could go ahead and proceed with that.

COUNCILMEMBER ROCHE: Do we need a motion to allow them to use the seal or --

ATTORNEY WEED: I'd prefer that if you think that's a realistic possibility of something they're going to do.

COUNCILMEMBER BATES: And I would like it limited in scope so that we can address it each time.

COUNCILMEMBER PITTMAN: Meaning?

MAYOR JENKINS: You mean --

COUNCILMEMBER FLEMING: This year.

COUNCILMEMBER ROCHE: This event.

COUNCILMEMBER FLEMING: This year.

COUNCILMEMBER PITTMAN: This year. Okay.

COUNCILMEMBER FLEMING: At no expense to the City.

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COUNCILMEMBER BATES: Yes.

COUNCILMEMBER PITTMAN: Okay. So I'll make a motion to allow the Kiwanis Club to sell Christmas ornaments with the City of Doraville name and logo for this year, 2009, only.

MAYOR JENKINS: Second?

COUNCILMEMBER BATES: Second.

MAYOR JENKINS: Call the roll.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Yes.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Yes.

CLERK BLACKMON: Councilmember Roche?

COUNCILMEMBER ROCHE: Yes.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Yes.

COUNCILMEMBER PITTMAN: Okay. And I believe Ms. Alexander had a really good idea as well so I'm going to let her speak on that.

But real quick before you do that, I wanted to mention, with our Christmas tree, since we are

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doing the blue light, I think it might be something to think about doing maybe a blue light on the tree for each one of our --

I think we've only had maybe two, Captain Atkinson, slain officers in the line of duty for the city? Is it two?

CAPTAIN ATKINSON: Two.

COUNCILMEMBER PITTMAN: And I think if we could possibly do just two blue lights for that, hopefully we'll never have any more, but I think that would be an idea.

Ms. Alexander?

COUNCILMEMBER ALEXANDER: I'd like to remind everybody also of the Mayor's Motorcade. Each year, the Georgia Municipal Association distributes gifts to those that are interned in the state hospitals during Christmas, and I think the Northwood's Neighborhood Association's already made some contributions. I think you can get some more contributions for that.

And no, I have not been compensated for this endorsement, but if you can visit our new Dollar Tree at Pinetree Plaza, they have tons of stuff there for Toys for Tots. They have books, coloring books, jig saw -- Mickey Mouse jig saw puzzles, a bunch of Winnie the Pooh stuff. You may not be able to give a lot,

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1 but, you know, you can help out Toys for Tots and the
2 Mayor's Motorcade and, you know, frequent one of our
3 new retailers also. They've got great stuff down
4 there.
5 I had an idea. I'm not so sure how
6 brilliant it was, speaking to Ms. Fleming who knows
7 the history of our tree in the front, and the Mayor, I
8 thought it would be something if we could decorate the
9 huge cedar tree that is out front of City Hall. I
10 talked it over with Mr. Pittman and he said, you know,
11 we've got to have a cherry picker.
12 The Mayor asked me to contact someone, so I
13 contacted a lady that owns M.C. Twinkling's Christmas
14 Shop in Snellville, and she is supposed to be getting
15 back with us if it's feasible -- she saw the tree and
16 loves it -- and what we can and can't do on that. So
17 if that doesn't work out this year, then we'll just
18 have our regular tree on the porch like we do and have
19 it decorated. So more details for that to come.
20 And we did contact the Marine Corps today
21 and hopefully we'll have a Marine here to pick up
22 toys.
23 COUNCILMEMBER PITTMAN: And you can start
24 bringing toys any time.
25 COUNCILMEMBER ALEXANDER: We have a box. It

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1 doesn't have a poster on it yet. Mr. Haeberlin placed
2 it for us on the side there. We'll put a sign up on
3 it tomorrow.
4 COUNCILMEMBER PITTMAN: And I'll reiterate,
5 the Dollar Store is awesome. We were there this
6 weekend. So if you haven't been there, you need to go
7 visit. It's a great way to contribute to the Toys for
8 Tots.
9 MAYOR JENKINS: We will take these items to
10 the hospital, Atlanta Regional Hospital, on December
11 the 2nd. So we'll need everything in here by the 3rd
12 at least [sic].
13 COUNCILMEMBER PITTMAN: And that's for the
14 Mayor's Motorcade. That's separate.
15 MAYOR JENKINS: That's the big box in the
16 front. We've got a clothing already, and what's in
17 that box -- we need to fill that box up, anyway, and
18 we do have some cash donations for that, too.
19 COUNCILMEMBER PITTMAN: It's a lot of fun,
20 so we hope everybody can come out, and spread the word
21 amongst your neighbors. Each year, more and more
22 people come. And it's just real laid back, but it's
23 just a really nice community activity.
24 And if any of you have any suggestions and
25 want to add to this, please let us know.

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1 And I believe, Mayor, Connie had a question.
2 MAYOR JENKINS: Yes.
3 MS. CONNIE: Can you explain? When you say
4 motorcade, is it a literal motorcade?
5 MAYOR JENKINS: They have a motorcade that's
6 done by the Georgia Municipal Association and the
7 Dekalb Municipal Association. We can go down and get
8 in that motorcade or we can just take our stuff and
9 leave it. But I wasn't a part of it last year. I'd
10 like to be a part of it this year.
11 We take our stuff. They have kind of a
12 parade.
13 MS. CONNIE: Does Santa go? Does Santa
14 Claus go?
15 MAYOR JENKINS: Oh, there's Santa Claus
16 there, yes.
17 MS. CONNIE: Okay. I can donate a toy
18 soldier.
19 MAYOR JENKINS: Okay.
20 MS. CONNIE: I was just curious. Yeah.
21 MAYOR JENKINS: Good. Whatever. Clothing
22 and toothpaste, any kind of soap, anything. Crayons
23 for the kids. We got some small clothing and we got
24 some large clothing for the hospital. So anything you
25 can bring, we'll send it to them. They can use it.

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1 COUNCILMEMBER PITTMAN: And if anyone would
2 be so motivated they would like to bake cookies for
3 the Christmas tree lighting, please feel free.
4 MAYOR JENKINS: That sounds like a good one.
5 COUNCILMEMBER PITTMAN: That's right.
6 MAYOR JENKINS: Okay. Anything else on
7 that?
8 - - -
9 (No response)
10 - - -
11 MAYOR JENKINS: Okay, Murray.
12 ATTORNEY WEED: Mr. Mayor and Members of the
13 Council, number 11 deals with a Scrivener's Error
14 Correction Ordinance.
15 The origin of this, this is literally an
16 old-fashioned housecleaning item. As I reported to
17 you at the last meeting, the Clerk, Mr. Haeberlin and
18 I spent a great deal of time putting the Zoning Code
19 in the proper places with regard to all the ordinances
20 we've passed and also the Code of Ordinances generally
21 outside the Zoning Code. It was quite a project.
22 As part of that, in the process of going
23 through literally years of ordinances and looking at
24 things like section numbers, article numbers, part of
25 the Municipal Code Corporation process is that they

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will find those things usually and make corrections themselves, and then when the Council simply readopts the Code, they readopt it incorrectly. However, we like to be conscientious and take care of that type of thing as best we could find it, and that's all this ordinance does.

From the period of 2006 until the present, with regard to the adjustment of the Codes, we found six typographical errors or article numbers that had been transposed, that type of thing. So we just ask you to adopt this ordinance to make those corrections and waive first reading.

COUNCILMEMBER BATES: I'll move to waive first reading.

COUNCILMEMBER ROCHE: I'll second it.

MAYOR JENKINS: Call the roll.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Yes.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Yes.

CLERK BLACKMON: Councilmember Roche?

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COUNCILMEMBER ROCHE: Yes.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Yes.

MAYOR JENKINS: Motion on the ordinance?

COUNCILMEMBER BATES: Move to adopt.

MAYOR JENKINS: Second?

COUNCILMEMBER PITTMAN: Second.

MAYOR JENKINS: Call the roll.

CLERK BLACKMON: Councilmember Alexander?

COUNCILMEMBER ALEXANDER: Yes.

CLERK BLACKMON: Councilmember Bates?

COUNCILMEMBER BATES: Yes.

CLERK BLACKMON: Councilmember Fleming?

COUNCILMEMBER FLEMING: Yes.

CLERK BLACKMON: Councilmember Pittman?

COUNCILMEMBER PITTMAN: Yes.

CLERK BLACKMON: Councilmember Roche?

COUNCILMEMBER ROCHE: Yes.

CLERK BLACKMON: Councilmember Spangler?

COUNCILMEMBER SPANGLER: Yes.

ATTORNEY WEED: Thank you.

The next item is Certificate of Completeness. I'm not the sponsor of this per se.

COUNCILMEMBER ALEXANDER: Murray, you skipped one.

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COUNCILMEMBER FLEMING: Number 12.

ATTORNEY WEED: Oh, thank you. Property Maintenance Revision. I am responsible for that -- myself and Officer Rosemary Martin and Chief Atkinson.

What that deals with is in Section 10 of our ordinance provisions with regard to nuisance abatement, we've got a section that deals with grass cutting, cutting of weeds, trash, junk, debris located on properties. The original code section was adopted quite a number of years ago, I believe in 1969, and over the years -- and what it said originally was that the chief of police independently could essentially give 10 days' notice to a property owner, and if the person didn't comply within 10 days and cut the grass, et cetera, then the chief could come to the council, get a resolution and essentially order the grass to be cut. Actually, it says he could go ahead and order the grass to be cut, period, and then he would come back and get a resolution and that resolution would be the basis of a lien against the property.

I think obviously the fundamental flaw in the current ordinance is that the court system is not involved in any way, and I question the level of due process that's given to the individual property owner. And by that, I mean to say essentially the chief

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could just decide to go do it. I think without some kind of order of the court into the property, we might have trespass issues.

What I have done by virtue of this ordinance, in working with these ordinances a number of times with the Quality of Life Unit, they'd asked me to present to you a new ordinance that would essentially add another section into the ordinance in chief. Virtually, the ordinances are identical except for the fact that rather than after the 10 days' notice, the grass being ordered to be cut directly by the chief, there would be a hearing before a judge and the judge would issue an order that the grass be cut.

I have authority to tell you that the Quality of Life Unit are the actual sponsors of this and are requesting it.

COUNCILMEMBER FLEMING: Okay. So in regards to QOL, just so that I understand this correctly, they put a warning on a person's door that says your grass is too high or you've got trash in your yard; correct?

ATTORNEY WEED: That is correct.

COUNCILMEMBER FLEMING: And after 10 days, they're supposed to appear in court, and then on top of the QOL warning, item number (b) is that we will send a notice to them personally or by certified mail,

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return receipt requested, on an owner, tenant, agent or other party owning, holding, occupying or in control of such property who resides in the city.

So that tall-grass person is going to get a certified mail with return receipt requested notification.

ATTORNEY WEED: That's correct. And the only reason why is because if we fail to do that, City officers would be committing a crime of trespass by entering that property without that person's permission. It's a very unique situation unlike almost any other we have.

COUNCILMEMBER FLEMING: Okay.

COUNCILMEMBER ROCHE: Has this been posted on the web?

ATTORNEY WEED: According to our protocol, it was submitted to the City on 12 November of 2009, and I assume it was, but I don't follow up with the web to make sure that it is. That's --

COUNCILMEMBER ROCHE: No, I understand.

ATTORNEY WEED: -- part of the protocol.

COUNCILMEMBER FLEMING: The only other comment I had on this is that in Section 10-43, the costs, I'm not comfortable with after it's cut or the trash removed as far as the fee is concerned. You

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know, I would move to put a fee of, for instance, $75 an hour minimum in there or something. I don't want it to be just assessing the cost of the cutting of such weeds, cleaning and so forth. A minimum of $75 and then $75 per hour thereafter. Something. You know, I just don't like a nonfigure there.

ATTORNEY WEED: I hear you and I respect that, but I would say that whatever minimal figure we set will probably be too low, because we could certainly recapture the lowest hourly rate of the lowest paid employee competent to do the work; arguably, the cost of the service and the cost of the Quality of Life person who had to go and put the service on the door, et cetera.

So I agree with you and I see where you're coming from, but I think if we set a minimum, it's always going to be more than the minimum. So I'd encourage us not to do a minimum but we can.

COUNCILMEMBER ROCHE: Well, it doesn't say who. It says the chief shall cause the work necessary, but it doesn't necessarily say that it would be done by City employees.

ATTORNEY WEED: That's correct.

COUNCILMEMBER ROCHE: So he could put it out for bid to somebody --

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ATTORNEY WEED: Yeah.

COUNCILMEMBER ROCHE: -- if he wanted to.

ATTORNEY WEED: That's also correct. And that might be more money than a City employee. I don't know.

COUNCILMEMBER ROCHE: Well, I would be concerned about that, too.

COUNCILMEMBER FLEMING: It might be different each time. And that's why I'm concerned about not having some type of fee there. You know, my property might have 10 inches and his is 10 inches but I'm assessed X-number of dollars and we've got the same square footage of lawn -- do you see where I'm coming from? -- and he might be assessed something else.

ATTORNEY WEED: I do.

COUNCILMEMBER FLEMING: I'm really not comfortable with not having a fee there.

ATTORNEY WEED: And I certainly respect that. If we decide to do a minimum, we'll certainly put that in.

I suppose what I would say is the judge will be part of this, too, in that, and the circumstances may change. Obviously, if the grass is too high in the wintertime, it may cost less to do it in the

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wintertime than it would be at the height of the summer, so there might be some advantages based upon the individual fact pattern that we encounter.

So I'm not against setting a minimum. I would just say I think we're always going to be over that minimum, but we could certainly do it that way.

COUNCILMEMBER BATES: But there would be nothing to say that you couldn't charge the actual costs.

ATTORNEY WEED: I hope that we would. Actual cost or in lieu thereof, you know, at no time shall the fee be less than $75 or whatever you want to set it at per, you know.

COUNCILMEMBER ROCHE: Could you give us more of an explanation on 10-47? I'm not sure I understand exactly what we're saying here, the last paragraph.

ATTORNEY WEED: There's a general rule of law that comes partially out of alcohol beverage cases that deals with the theory of vicarious criminal liability.

Essentially -- and I'll give you an example -- we'll go back to Councilman Bates' example and pick on Councilman Alexander. Councilman Bates is hypothetically the manager of a club or the owner of a club and Councilman Alexander serves or does something

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1 illegal. You know, arguably, the owner is not
2 vicariously liable for the criminal activity of the
3 individual who did something wrong; however, they can
4 be held administratively liable for it. So that's the
5 -- that's the point. That's an example.
6 COUNCILMEMBER ROCHE: Well, how do you
7 relate that to tall grass? I'm not sure I understand.
8 ATTORNEY WEED: Because the way the
9 ordinance is structured and the way I've continued it
10 was that it dealt with owners, occupants, businesses.
11 So you could serve an occupant or you could serve a
12 worker at the business and they would not be
13 necessarily criminally vicariously liable for the
14 owner of the property for failing to cut the grass
15 while they could be held administratively liable, and
16 that's how it came up.
17 COUNCILMEMBER ROCHE: So the owner is
18 ultimately responsible even if they have a tenant.
19 ATTORNEY WEED: Well, we're going to cite
20 them both and let the judge sort it out. Let me put
21 it like that. But ultimately, the owner is always
22 responsible for what occurs on their property.
23 But the ordinance is structured where, with
24 regard to the provision of service, that the tenant is
25 somebody who can be given the notice. And there's a

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1 reason for that, which is -- and many of the tenant
2 agreements with some of these owners may have
3 attempted to pass that liability on to the tenant;
4 that you, tenant, are responsible for the yard. We
5 the government, we don't care who's responsible for it
6 as long as it's cut and as long as someone gets
7 punished for it or somebody has to do something with
8 it.
9 COUNCILMEMBER ALEXANDER: I have a concern.
10 We had a situation over off of Red Oak where you can
11 put citations all day on the house, but if it's in
12 foreclosure, you have nobody to notify. I mean there
13 was no way to.
14 ATTORNEY WEED: You notify the bank. You
15 notify the mortgage holder.
16 COUNCILMEMBER ALEXANDER: But sometimes you
17 can't find out that information.
18 ATTORNEY WEED: Usually if you do any kind
19 of, you know, 50-year title search, you're going to
20 find out, you know, all the lienholders, the mortgage
21 holders, and the idea behind this ordinance is that
22 you'd be able to charge back. If you had to go to
23 that extent to find out who owned it and serve them,
24 we would find that out and we'd include it in the
25 lien.

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1 COUNCILMEMBER ALEXANDER: I guess, you know,
2 how long would it take us to do a title search and how
3 much would that cost?
4 And I understand, because I brought this up
5 before about us not being able to technically trespass
6 to rectify a situation, but I mean you could have
7 thrown a match in that yard and set the whole corner
8 on fire.
9 ATTORNEY WEED: Well, I'm not going to
10 recommend you do that.
11 COUNCILMEMBER ALEXANDER: No. I meant
12 because of the grass not being cut, pine straw, leaves
13 piled up. I mean it was a public safety fire hazard.
14 COUNCILMEMBER ALEXANDER: Self help might be
15 appropriate; however, I'm not going to advise the
16 Council to do that.
17 But I mean what I'd say to you is depending
18 on where the title search is located -- We recently
19 did two in the M-2 zone at the Council's request.
20 Those title searches -- Rhonda, correct me if I'm
21 wrong -- were what? $250?
22 CLERK BLACKMON: They were under that.
23 ATTORNEY WEED: They were under $250 each.
24 We got them back in four days. So I think the cost is
25 de minimus. Now, if there's a glut of development out

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1 there, then the costs go up.
2 COUNCILMEMBER ROCHE: You said under $250
3 each?
4 CLERK BLACKMON: Yes.
5 COUNCILMEMBER ROCHE: So three is $750?
6 ATTORNEY WEED: Well, I don't think we did
7 -- We didn't do three. In my situation, we did two.
8 COUNCILMEMBER ROCHE: So $500.
9 Just for myself, we got this on last
10 Thursday. I don't know if it's been posted on the web
11 and I'm not sure if anyone's really had a chance to
12 look at it. I would feel more comfortable taking this
13 -- and I hate to delay things, but I'd feel more
14 comfortable if, assuming people haven't signed up to
15 talk on this, to give this some more thought and look
16 at it again on December 7th.
17 MAYOR JENKINS: We have two people.
18 COUNCILMEMBER ROCHE: After they . . .
19 COUNCILMEMBER PITTMAN: Do we know why
20 Quality of Life wanted to do this?
21 ATTORNEY WEED: Because they wanted to do
22 their jobs --
23 COUNCILMEMBER PITTMAN: I mean is it --
24 ATTORNEY WEED: -- and they're having great
25 difficulty trying to enforce the Code with regard to

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1 properties that are not in proper shape.
2 They realize, of course, that if they -- and
3 you know, the chief, through them -- if they order the
4 property to be cut independently of a court order and
5 have people do that, that there might be serious
6 liability for the consequence of doing that. They
7 call me about it on a regular basis.
8 COUNCILMEMBER PITTMAN: Okay.
9 COUNCILMEMBER ROCHE: And I'm not
10 disagreeing with that. I just think we need to be
11 careful with how we write our ordinances. We just ran
12 into an issue ten minutes ago.
13 MAYOR JENKINS: You want to postpone it?
14 COUNCILMEMBER ROCHE: Well, no. We need to
15 let the people talk. We're not done.
16 MAYOR JENKINS: Yeah, okay. That's the
17 reason I asked you that. We're going to postpone it.
18 Stuart Anderson.
19 MR. ANDERSON: Stuart Anderson. The only
20 thing I have to say on this subject is to point out
21 the depth and breadth of notification concepts that
22 have been going on in this conversation, notification.
23 MAYOR JENKINS: Tom Hart?
24 MR. HART: I think it's kind of strange when
25 we're sending registered letters out to people with

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1 12-inch high grass, and somebody that's got 50 million
2 dollars' worth of property, rezone it at the drop of a
3 hat and don't tell them anything. I mean I think
4 there's a little problem here.
5 And as far as trespassing, we've had Quality
6 of Life tromping all over my property. They're in my
7 fish pond; they're everywhere else. And this is about
8 12-inch grass? I mean what -- I don't understand what
9 we're talking about.
10 MAYOR JENKINS: Thank you.
11 Okay, Bob.
12 COUNCILMEMBER ROCHE: I'd like to make a
13 motion to have this posted on the City web site so
14 people have a chance to look at it, and take it up at
15 the December 7th meeting.
16 MAYOR JENKINS: Second?
17 COUNCILMEMBER SPANGLER: Second.
18 COUNCILMEMBER FLEMING: Second.
19 MAYOR JENKINS: Call the roll, please.
20 CLERK BLACKMON: Councilmember Alexander?
21 COUNCILMEMBER ALEXANDER: Yes.
22 CLERK BLACKMON: Councilmember Bates?
23 COUNCILMEMBER BATES: Yes.
24 CLERK BLACKMON: Councilmember Fleming?
25 COUNCILMEMBER FLEMING: Yes.

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1 CLERK BLACKMON: Councilmember Pittman?
2 COUNCILMEMBER PITTMAN: Yes.
3 CLERK BLACKMON: Councilmember Roche?
4 COUNCILMEMBER ROCHE: Yes.
5 CLERK BLACKMON: Councilmember Spangler?
6 COUNCILMEMBER SPANGLER: Yes.
7 MAYOR JENKINS: All right. Murray, number
8 13?
9 ATTORNEY WEED: Mr. Mayor, this ordinance is
10 in connection with an ordinance that you've already
11 passed with regard to the certificate of completion.
12 When you adopted that ordinance, you didn't adopt a
13 fee for the process. The recommended fee is $25.
14 MAYOR JENKINS: Okay.
15 COUNCILMEMBER BATES: Move to waive first
16 reading.
17 COUNCILMEMBER PITTMAN: Second.
18 MAYOR JENKINS: Call the roll.
19 CLERK BLACKMON: Councilmember Alexander?
20 COUNCILMEMBER ALEXANDER: Yes.
21 CLERK BLACKMON: Councilmember Bates?
22 COUNCILMEMBER BATES: Yes.
23 CLERK BLACKMON: Councilmember Fleming?
24 COUNCILMEMBER FLEMING: Yes.
25 CLERK BLACKMON: Councilmember Pittman?

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1 COUNCILMEMBER PITTMAN: Yes.
2 CLERK BLACKMON: Councilmember Roche?
3 COUNCILMEMBER ROCHE: Yes.
4 CLERK BLACKMON: Councilmember Spangler?
5 COUNCILMEMBER SPANGLER: Yes.
6 COUNCILMEMBER BATES: Move to adopt.
7 MAYOR JENKINS: Second?
8 COUNCILMEMBER FLEMING: Is there anybody on
9 the agenda to speak?
10 COUNCILMEMBER BATES: Thank you.
11 MAYOR JENKINS: Tom Hart?
12 MR. HART: I pass.
13 COUNCILMEMBER BATES: He's passing.
14 I'll make the motion to adopt.
15 COUNCILMEMBER PITTMAN: Second.
16 MAYOR JENKINS: Call the roll, please.
17 CLERK BLACKMON: Councilmember Alexander?
18 COUNCILMEMBER ALEXANDER: Yes.
19 CLERK BLACKMON: Councilmember Bates?
20 COUNCILMEMBER BATES: Yes.
21 CLERK BLACKMON: Councilmember Fleming?
22 COUNCILMEMBER FLEMING: Yes.
23 CLERK BLACKMON: Councilmember Pittman?
24 COUNCILMEMBER PITTMAN: Yes.
25 CLERK BLACKMON: Councilmember Roche?

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COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: All right, Murray.
ATTORNEY WEED: Mr. Mayor, the next item is actually sponsored by Councilman Fleming, and I'm sure she'd be better to speak on it than I am.
COUNCILMEMBER FLEMING: Yes, please.
And Mr. Mayor and Council, I'd like to make a motion to move item number 16 up to 14 because I believe that particular item is relevant to item number 14.
MAYOR JENKINS: Do I get a second?
COUNCILMEMBER SPANGLER: Second.
MAYOR JENKINS: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?
COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.

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CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: Okay. I believe, Mr. Hoath. Give your name and your address, please.
MR. HOATH: Thank you. My name is Michael Hoath. I live at 755 East Morningside Drive in the city of Atlanta. I'm glad to say I survived Mrs. Hamer's (phonetic) fifth grade class at Dresden Elementary and I played football for Coach Woehrle (phonetic) at Sequoyah High School -- not that that matters.
But I am the president of Brand Properties. We're the managing partner and the owner and manager of a commercial property at 5849 New Peachtree Road that was recently subject to a proposed rezoning ordinance, and I'm here to make a very specific request and respectfully request that the Council entertain and vote on a motion to stay or postpone the ratification of this ordinance in order to allow the property owner to initiate a dialog -- and at least postpone it till the next City Council meeting to allow us to initiate a dialog with the appropriate City officials so that we can better understand the ordinance and that we may have some clarification on the impact to our current business that the ordinance

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intends.
I am by no means a zoning or legal expert, but the mechanism for such an ordinance could be that the final draft of the ordinance has not been finalized, it hasn't been ratified by the executive branch of City Council, or if the minutes for the last City Council meeting have not been approved, I think there's an opportunity to do that.
The reason that I'm asking for this is that we have owned that property for a considerable period of time. We purchased that property as an investment based on a zoning verification that we received from the City of Doraville that allowed us to operate the business as we have been operating it in a very responsible manner.
About three weeks ago, we signed a lease and entered into a legal obligation with a tenant that was consistent with the prior zoning and also consistent with the zoning classification that it was rezoned to. Our property was rezoned from M-2 Heavy Industrial to M-1 Light Industrial.
The real concern we have is that the conditions that were placed on the property only allow the three existing tenants in the building, a body shop, a limo company and a sign company.

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The lease that I have entered into is with a flooring distribution company. They are a company that distributes carpet, pad, tile. It's not a heavy industrial use. It's consistent with the light industrial classification. And as I understand, apparently I will be prevented from moving forward with that obligation and will not be able to move that tenant in; that business will not be able to relocate to Doraville, will not be able to employ jobs or pay their tax base, expand their tax base.
My company is a fifth generation family company. We have extensive experience in both mixed-use and transit-oriented development. We are strong supporters of new urbanism and quality growth. I personally was the lead managing development officer for one of the esteemed real estate developers that Mr. Howe mentioned earlier, in a prior life, and was the lead person that was in charge of the Lindbergh City Center transit-oriented redevelopment, which was the largest TOD project in the metro Atlanta area, which brought over 300 million dollars worth of development in and around an existing MARTA station.
We understand mixed use. We understand transit-oriented development. We support it. We'll be glad to work with the City in order to realize

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1 their redevelopment goals.
2 I was also fortunate enough to be heavily
3 involved and be one of the key players in the retail
4 and office redevelopment of Atlantic Station. More
5 recently, my company was the catalyst and we were
6 fortunate enough to do the mixed-use development where
7 the Gwinnett Braves were relocated from Richmond to
8 our parcel of property up in Gwinnett County.
9 What I can tell you from experience with all
10 those redevelopments and those large-scale mixed-use
11 developments, they take a lot longer than anybody
12 wants. In the good times, in the go-go years, those
13 large developments took 45 years to realize their
14 goals. And in our challenged economic times, I
15 support and we are huge supporters, huge fans, of the
16 GM redevelopment plans. But the initiative that's
17 been presented unnecessarily and prematurely impairs
18 our ability to conduct our business before that
19 revitalization takes shape.
20 So at this point, I appreciate your time.
21 If you'd like to hear any questions and be able to
22 answer them with the remainder of my time.
23 COUNCILMEMBER BATES: Could I get your
24 address again, please?
25 MR. HOATH: 755 East Morningside Drive.

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1 COUNCILMEMBER BATES: The property.
2 MR. HOATH: Oh. 5849 New Peachtree Road.
3 COUNCILMEMBER ROCHE: And this is one of the
4 parcels that we just rezoned.
5 MR. HOATH: Yes, it is.
6 COUNCILMEMBER BATES: When was the lease
7 signed?
8 MR. HOATH: About two-and-a-half weeks ago.
9 I'm not sure of the date. But it was prior to the
10 rezoning being passed last Monday night.
11 COUNCILMEMBER BATES: Does that make it
12 legal nonconforming?
13 ATTORNEY WEED: My opinion would be, without
14 the benefit of looking at the lease, that I would just
15 really make a best advice argument and I would advise
16 the City to allow that to go through.
17 COUNCILMEMBER BATES: Thank you.
18 ATTORNEY WEED: I think he's vested. I'd
19 like to say, you know, obviously I'd want to look at
20 the lease. Just like anybody else who had something
21 in play before the date of the activation of the
22 change in the zoning ordinance. That's the law.
23 COUNCILMEMBER ROCHE: So does the Council
24 need to take action to make that happen?
25 ATTORNEY WEED: In my opinion, no, sir.

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1 He needs to go through the appropriate
2 process by, you know, presenting the lease I would
3 suggest to our City Planner and let him investigate
4 it, but -- and then if he asks for an official
5 opinion, I'll look into it and provide an official
6 opinion to the Planner. But that's my opinion off the
7 cuff without the benefit of looking at the evidence.
8 MR. HOATH: I appreciate those thoughts.
9 The one thing I would say is that that
10 solves my immediate short-term need. I do feel that
11 the conditions that were placed as the only allowable
12 uses being an auto body shop, a limo company, a sign
13 company, and if I do have a vested right and can put
14 in a flooring distribution company -- I guess that
15 would be a legal nonconforming use -- does impair and
16 impact my business and the value of that property well
17 in advance of the needs of an overlay or rezoning
18 guidance for the property that would support the
19 overall redevelopment of the GM parcel.
20 There are all kinds of mechanisms and zoning
21 overlays that dictate the future redevelopment of a
22 property without impairing your ability to conduct
23 your business in a legal and conforming method
24 currently, and that's why I would specifically request
25 a stay of the ordinance until such time that we can

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1 initiate a dialog with the appropriate City officials
2 to try and get some further clarity on this.
3 Thank you.
4 - - -
5 (Applause)
6 - - -
7 COUNCILMEMBER FLEMING: The Notification to
8 Owner ordinance for City-Initiated Rezonings has been
9 initiated by me, crafted by me, in regards to not just
10 residents but the business owners.
11 I feel it is necessary as far as I am
12 concerned, both ethically and morally. What I would
13 want done with my property, if I was not notified
14 about the City deciding that they were going to rezone
15 my property, I would definitely want to be notified.
16 There are many people that's been challenged
17 that everybody has access to internet. The zoning --
18 excuse me -- the Planning Commission minutes and the
19 agenda are posted on our web site. We only have to do
20 the bare minimum of posting it in the legal organ of
21 the City of Doraville, which is an obscure newspaper
22 called the Dekalb Champion --
23 Which I'd actually like to see hands of
24 actually who gets it at their home. Anybody?
25 - - -

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(No response)

- - -

COUNCILMEMBER FLEMING: Nobody. Okay. Well, that answers that question. Nobody gets the Dekalb Champion at their home.

So my question is how would -- or my point of question is how would anyone know whether their home was being rezoned or their business was being rezoned without proper personal notification?

I am urging the Council to consider the proposal that Mr. Weed has drafted, the amendment to 1604, Notification and Public Hearing. I am requesting that a certified return-receipt-requested notice of City-initiated rezoning be sent to the owner on file listed at the Dekalb County tax register. I am requesting the same notice of intent to rezone a person's property whether it be business or residential be sent to the affected address. That way, whether the address is being rented, at least the renter gets it, okay, so that is two notices being sent.

I originally indicated that the return-receipt-requested signed receipt be sent back to the City as proof that the person was notified. I will compromise my opinion on that and say that within 30

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days, okay -- within 30 days after we have mailed such letters, if we have not received a sign receipt back, that the rezoning would proceed under the natural resources and courses of a -- at the public hearing.

Now, there's been comments made -- and I'm going to comment about that, too -- comments made about, well, if you didn't want your property rezoned, you just wouldn't pick up the envelope.

Well, first of all, how would you know that it has anything to do with rezoning? If it's coming from the City of Doraville and it's return receipt requested, there may be a refund check of your sanitation bill. Okay? So hello?

All right. Let's take it from both scenarios. You want to laugh, that's fine. But it could be any number of things. It doesn't say "This is a zoning notice" on the outside of the envelope.

So my comment is I think it is imperative that if you closed your eyes and thought about it for a minute, would you want to be personally notified if the City were going to rezone your property? If it's going to have an effect, both a positive effect as well as a negative effect on your property value, do you want to be personally notified? If you don't, please be opposed. If you want to be personally

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notified, be in favor of my proposed ordinance. And that's my proposed ordinance.

COUNCILMEMBER SPANGLER: I agree with you, Ms. Fleming. If we can send out a notice to the property owners for cutting their grass or picking up garbage and trash out of their yards, the least we could do is send out a notification to the business owners saying that we are going to rezone your property and you have 30 days or whatever to come in and tell us your story and how you feel.

COUNCILMEMBER FLEMING: The other aspect of this also, though I didn't just mention it, is map amendments also, map corrections.

We have been a city that we are moving forward because we have a very professional city planner as well as a professional attorney. They are sending us in the right direction though we seem to be moving a lot quicker than a lot of us can keep up with.

But map amendments, if you just look at the map and then look at the city, a lot of that's done topographically, aerially, you know, done aerially, and so some of the maps that have been created for us have not gone parcel by parcel by parcel to be able to see what is truly actually there.

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And so the map has been presented to us -- and Mr. Haeberlin can correct me if I'm wrong, but I've called a couple of our zoning maps that we have had on hand, and they, you know, do it aerially and say, "This is what's there." Okay.

So this would affect map amendments also or map corrections but it does not affect any text amendments such as C-1, C-2, M-2 if we need to correct something in any of our zoning ordinances.

COUNCILMEMBER ROCHE: As far as mailing the letter, I think what happens -- and in fact, I think we got one just Friday -- we send a certified letter. One or two things are going to happen. You either get the little card with a signature that someone received it or I would assume eventually you're going to get the letter itself back marked undeliverable for some reason, and I don't know that that process would necessarily take 30 days.

But at least if we did make an ordinance -- I mean one of the big concerns I've heard is that, well, if we make this an ordinance and we mess it up, you know, we'll get sued and all kinds of terrible things will happen.

Well, if we post this letter, we will have some kind of physical evidence that either someone

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1 received the letter or that it was returned
2 undeliverable, and at least we can say that yes, we
3 made a good faith effort to notify the property owner.
4 COUNCILMEMBER PITTMAN: So --
5 COUNCILMEMBER ROCHE: I don't think that
6 would take 30 days, though. That's my only --
7 COUNCILMEMBER FLEMING: No.
8 COUNCILMEMBER ROCHE: -- thing that . . .
9 COUNCILMEMBER FLEMING: Ms. Pittman, before
10 you comment, I put the 30 days in there because the
11 notification that we put in the legal organ goes in no
12 -- no less than 15 --
13 ATTORNEY WEED: Yes.
14 COUNCILMEMBER FLEMING: -- and no sooner
15 than 45?
16 ATTORNEY WEED: No -- no --
17 COUNCILMEMBER FLEMING: I'm sorry.
18 ATTORNEY WEED: No less than 15, no more
19 than 45 days.
20 COUNCILMEMBER FLEMING: No less than 15 and
21 no greater than 45.
22 So as soon as we trigger that public notice
23 is when we ought to be triggering the notices to the
24 owner and to the affected address. And then it goes
25 to the Planning Commission, and by the time it gets

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1 back to us, it's generally about 30 days.
2 COUNCILMEMBER BATES: Let me ask --
3 COUNCILMEMBER FLEMING: That's the reason
4 why I put 30 days down.
5 I'm sorry. I didn't mean to interrupt.
6 COUNCILMEMBER BATES: Ms. Pittman, go right
7 ahead. I'm sorry.
8 COUNCILMEMBER PITTMAN: That's okay.
9 Maybe I overlooked it, but I know we talked
10 about the language as far as the actual owner that
11 receives that certified letter and the incidence a
12 secretary or someone else signs for that and then all
13 of a sudden that owner says, "I didn't get it, don't
14 know anything about it," and your secretary signed on
15 it or whomever. Did we have the language? Did you
16 put something in there to say the proper term that
17 that exact person would receive that --
18 ATTORNEY WEED: The original language --
19 COUNCILMEMBER PITTMAN: -- that could only
20 sign for that?
21 ATTORNEY WEED: Yeah. The original language
22 I drafted was based purely upon the original motion
23 that was made.
24 In the last few days, Councilman Fleming has
25 addressed that issue and expanded from her original

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1 position with regard to who can appropriately sign for
2 the letter, and that's in the e-mail that Councilman
3 Fleming has sent to the Council directly and to me.
4 So right now, it's more open. So if the letter came
5 to a business and the secretary signed for it, the
6 City would deem that to be sufficient notice in that
7 context.
8 COUNCILMEMBER FLEMING: That's correct.
9 COUNCILMEMBER ROCHE: And I had to show --
10 ATTORNEY WEED: It was not based --
11 COUNCILMEMBER ROCHE: -- my driver's
12 license.
13 ATTORNEY WEED: -- upon the last e-mail from
14 Councilman Fleming. You haven't decided that yet, but
15 that's out there.
16 COUNCILMEMBER ROCHE: When I picked up my
17 certified letter Saturday, I had to show my driver's
18 license, so, you know, I wasn't just someone off the
19 street.
20 COUNCILMEMBER PITTMAN: But it's not always
21 that way. Anybody that opens your front door can take
22 it.
23 COUNCILMEMBER ROCHE: You could always
24 find --
25 COUNCILMEMBER PITTMAN: Anybody in your

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1 business.
2 COUNCILMEMBER ROCHE: You know, we could
3 find an off-the-wall situation for anything. You
4 know, we can take any argument to the extreme and then
5 attack the extreme, but we'll never get anything done.
6 So I think that there's always going to be something,
7 you know, way out there, and the person could be an
8 astronaut on the way to the moon. Who knows, you
9 know? We can't write for everything.
10 COUNCILMEMBER FLEMING: Well, the letter
11 that is sent -- the notice that is sent to the
12 affected address is being sent to occupant due to the
13 fact it may be a renter that may be there.
14 COUNCILMEMBER ALEXANDER: How do you address
15 if there's more than one occupant on the piece of
16 property?
17 ATTORNEY WEED: Councilman Fleming can speak
18 for herself, but what's contemplated in the current
19 draft ordinance is that whoever's there -- you know,
20 if you're there and you sign for it and you're
21 competent to sign, then it's sufficient notice.
22 COUNCILMEMBER ALEXANDER: I meant on the one
23 that's sent regular mail. It's a multi-tenant
24 building. So to whom do you serve, please? To whom
25 do you address it to?

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ATTORNEY WEED: The last proposal from Councilman Fleming would be to the occupant. The idea of --

COUNCILMEMBER FLEMING: And all suites, Ms. Alexander. In the fact of -- Let's go back to the Chestnut Place townhomes. Okay.

I asked Mr. Weed -- Let me just reclarify what he just mentioned, that I asked him. If there was a Quality of Life issue at the Chestnut Place townhomes, who would the Qualify of Life give the warning to? And your reply was to everyone.

ATTORNEY WEED: To anybody they find.

COUNCILMEMBER FLEMING: It would be to all 35. It would be to the property management and it would be the homeowners association as well as the two existing plats. I'm just reiterating that comment.

So I do feel that if there are tenants on, for instance, 5849-A, -B, -C, -D, then yes, if we're zoning 5849 and it's an entire parcel, then it goes to A, B, C, D.

COUNCILMEMBER PITTMAN: But then there's a separate one that goes to the owner of the property.

COUNCILMEMBER FLEMING: To the owner of the property.

COUNCILMEMBER PITTMAN: And that was my

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question. The owner of the property, is it going to be solely to that person or it's a -- You see what I'm saying?

CLERK BLACKMON: It could be a company.

ATTORNEY WEED: Well, what's contemplated right now in the draft would be if it's a domestic partnership, if it's a married couple, if it's a single owner; if it's a corporation, a partnership, sole proprietorship, whatever is the owner. If there are multiple owners and one owner gets it, that's good enough.

COUNCILMEMBER PITTMAN: Okay. I guess what I'm saying is okay, so you have a grocery store and that person is inside, that works inside that what-ever, food market, and the owner of a location -- And they bring that letter to Mr. Whomever, and somebody -- There's 60 people in the building. Somebody signs for it, and he says, you know, "I never saw the letter," period.

ATTORNEY WEED: And that's exactly what will happen.

COUNCILMEMBER PITTMAN: That's right.

ATTORNEY WEED: But the way the ordinance is written, the government will not care.

COUNCILMEMBER PITTMAN: But there is a way

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with the Postal Service for that person only to receive that letter. I couldn't sign for it -- There is a way.

Mayor, what is that called?

MAYOR JENKINS: It's addressee only.

COUNCILMEMBER PITTMAN: Yeah. That's what I'm trying to say.

MAYOR JENKINS: Only addressee can sign.

COUNCILMEMBER PITTMAN: It's for the person that actually owns the property.

ATTORNEY WEED: And these issues will come up and we will --

COUNCILMEMBER PITTMAN: That's exactly right.

ATTORNEY WEED: -- litigate them, and what we will say is that it's a three-fold process: one, we did what we're required to do under State law, which is --

And I'm not advocating for this, by the way, but playing devil's advocate. When I defend it, this is what I will say: one, we followed the State law, because we're going to continue to do the proper notice underneath 36-66-4; two, our ordinance provides two alternative forms of notification -- one is just regular mail to the occupant sent to the address that

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is affected by the rezoning -- and three is the certified mail.

So of those three things, at least one of them hopefully will get through, and it's true enough we're back to the basics. Will the notice be perfect? No. It won't ever be perfect in my opinion but it's more than we're doing now. And from what I hear from Council or some members of Council, you want to do more than we're doing now.

Will we be litigating these things? In my opinion, yes, we will. And those are the exact --

COUNCILMEMBER PITTMAN: That's what I'm saying.

ATTORNEY WEED: -- questions that'll come up.

COUNCILMEMBER PITTMAN: That was one of the Catch 22's that you could get into is what I was trying to say.

COUNCILMEMBER ROCHE: It sounds like an abundance of notification. I mean if you're a property owner and you've got five tenants, there's going to be five letters, six letters, seven letters. The goal here is to make sure that people are notified. And you know, when we did our C-1/C-2, I don't think that enough people were notified. That's

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why we have so many people that were upset.
You know, clearly, there's a problem with notification here. Clearly people are finding out about things after the fact instead of before the fact, and anything we can do to let people know that we're about to change -- you know, rezone your property in this particular case, if we can spend all that money to -- You know, I think you had $250 for a title search to find the owner of a property to get their lawn mowed. I think that we could probably spend some time, you know, tracking down the last known address, mail it in there.
We have physical evidence that we've done that. That ought to be plenty for a court. Okay. We did everything; we made every reasonable effort. I don't think we need to be scared to death of being litigated over something like this.
COUNCILMEMBER FLEMING: But the caveat on that is that like I said, I compromised my views and stated that if notification had not been received or if it was received back undeliverable within 30 days, that the rezoning would proceed, so I'm not sure what the issue is here.
COUNCILMEMBER BATES: I want to move off of letters and ask the question so I get clarification.

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What is the concern with posting a sign in the right-of-way of the property?
ATTORNEY WEED: Well, I think it's two-fold, and Mr. Haeberlin can speak for himself.
My concern is, one, we have no automatic right to go onto a person's property without some sort of, you know, due cause or their permission. So if we're going to place a sign on their property, we have to have the owner's permission. Secondly, if it goes into the right-of-way, I think there are very clear questions in Doraville about whose right-of-way is it. Arguably, it's Dekalb County's right-of-way, not necessarily the City of Doraville's right-of-way. You know, traditionally, Dekalb County handles roads, streets, the stormwater features, et cetera. So do we get permission from Dekalb County to put something in the right-of-way? because it's unclear exactly whose right-of-way it is.
COUNCILMEMBER BATES: Okay. I'm probably going to be an ugly person but I'm going to ask two questions, anyway.
We have conditional use signs at Plaza One that are located almost on the sidewalk. That, to me, is the public right-of-way. Did we ask permission of Dekalb County to place those signs there?

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ATTORNEY WEED: Probably not.
COUNCILMEMBER BATES: Should we have?
ATTORNEY WEED: I think that's a question that I'm not prepared to answer at a public meeting.
If you'd like to ask me that and I can advise the Council privately, I'm happy to do so. It's an unsettled question of law.
COUNCILMEMBER BATES: On an applicant-initiated rezoning that we place signage, where, then, should the signage be place?
ATTORNEY WEED: If it's an applicant-initiated rezoning, my understanding, it would be placed on the property. And that makes sense. When you apply for the rezoning, you are inviting the government in to place the sign.
COUNCILMEMBER BATES: Understood, but that's not where these signs are placed.
ATTORNEY WEED: Well, I don't place the signs so I can't be helpful to you there.
I'm going to assume that they're being done properly.
COUNCILMEMBER BATES: Okay.
COUNCILMEMBER FLEMING: And Mr. Bates, you want to eliminate the letters and that would be great. If you want to promote putting the signage up, even

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better.
COUNCILMEMBER BATES: I -- I --
COUNCILMEMBER FLEMING: And then the sign's going to cost more than two notices.
COUNCILMEMBER BATES: Yeah.
COUNCILMEMBER FLEMING: Okay?
COUNCILMEMBER BATES: Well, it makes --
COUNCILMEMBER FLEMING: And probably the ad that went into the Dekalb Champion that nobody gets costs more than the two notices. Okay? So this isn't really a financial burden that some people have said.
COUNCILMEMBER BATES: While it may be an unsettled question, I think it resolves a number of other concerns, and that's the notification of adjacent property owners, that's the notification of people -- of multiple tenants on the same property. It creates a very visible public notification.
I appreciate your concerns. I'm just not comfortable with us not doing something more, above what's minimally required by the State.
COUNCILMEMBER ROCHE: So then maybe we should start with the letters and then maybe next time around we can talk about adding signs, too.
COUNCILMEMBER SPANGLER: Well, why can't we do the letters and the sign?

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1 COUNCILMEMBER BATES: I'm -- it's one or the
2 other.
3 COUNCILMEMBER SPANGLER: No. We can do
4 both.
5 You know, the letters make more sense
6 because, you know, some of these people -- And you can
7 ask some of the business owners in the audience right
8 now.
9 How often do you go to your rental loca-
10 tions? Do you go every day? every week? every month?
11 Are your tenants going to give you the information
12 when they get it, or would you prefer to have a sign
13 or would you prefer to have a letter and a sign?
14 Let's get their input into it since we've
15 got a lot of them in the audience.
16 COUNCILMEMBER ROCHE: Well, the draft that's
17 in front of us right now, I was glancing at it and I
18 noticed there was one that we'd have to take out.
19 Do you have the changes that would be
20 necessary to -- that would include your --
21 COUNCILMEMBER FLEMING: Right here.
22 COUNCILMEMBER BATES: Mayor, do we have
23 people signed up?
24 MAYOR JENKINS: Yes.
25 COUNCILMEMBER FLEMING: The green is what I

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1 was adding and the red was what I was suggesting.
2 COUNCILMEMBER BATES: Mr. Roche, can we go
3 to citizen comments?
4 COUNCILMEMBER ROCHE: Yeah, I'm sorry; sure.
5 MAYOR JENKINS: Ms. Gillman?
6 MS. GILLMAN: Carol Gillman, 3334 Chestnut
7 Woods Circle, Doraville.
8 Mayor, Council, I sat in on the meetings of
9 the Planning Commission, had conversations with
10 members of the Planning Commission. I've studied and
11 listened to what the City Planner's had to say,
12 attended the last meeting where this was discussed in
13 part by the Council.
14 I believe if we move forward with this issue
15 -- and Councilmember, I respect your position on it
16 and I've listened to you with all the seriousness that
17 I think is required -- if we move forward, I believe
18 we have to rely on staff we don't have, to perform
19 beyond the State's requirements. I believe we have to
20 rely on budget dollars that probably don't really
21 exist in the budget and I believe it would open us up
22 to costly, lengthy, unnecessary litigation.
23 I would ask the question again tonight that
24 was asked at the meeting of the Planning Commission.
25 Why would we shoot ourselves in the foot like this?

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1 Now, this matter has been dialogued in
2 detail and addressed by the full Planning Commission.
3 Based on the number and frequency of these properties,
4 I believe this matter can be adequately handled by our
5 City Planner.
6 Now, we got three elements. We got property
7 owners' rights, we have property owners'
8 responsibilities and we have due process. I believe
9 that our Planning Commission and our City Planner has
10 married these three key elements satisfactorily and so
11 I support their findings and their recommendation to
12 the full Council and I thank you for your time.
13 MAYOR JENKINS: Thank you.
14 Mr. Cushman?
15 MR. CUSHMAN: Jimmy Cushman, 3299 Pine
16 Meadow Road.
17 First of all, Mayor and Council, thank you
18 very much for bringing this very important issue up.
19 It's something that is a concern, obviously. I repre-
20 sent quite a few properties in the area.
21 If the intent of the Council is -- and I
22 believe it is -- to be fair and open and that with
23 regard to government rezonings, which is an extreme
24 act, which I think everybody knows, and you're
25 confident enough that it's a necessary act, then I

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1 think it would stand the test of doing more than just
2 the minimum of just advertising in the back of the
3 Champion, which it was noted earlier that not many
4 people received, and it's quite a thick paper and it
5 comes out weekly, and quite honestly, it's very
6 difficult to look through and then to understand
7 what's going on there.
8 And so I think that doing more than the
9 minimum would be necessary for this. And notice to
10 the property owners in a meaningful way could be
11 achieved, in my opinion, with the letters and with the
12 signage together -- a letter to the owner and then the
13 signage with that. So I sincerely ask that you-all
14 update this to include letters to the property and to
15 have the signage so that others affected could see
16 this.
17 Thank you very much for your time, and
18 again, thank you-all for addressing this issue. I
19 really appreciate it.
20 MAYOR JENKINS: Thank you.
21 Did you sign up on this, Stuart?
22 MR. ANDERSON: I did.
23 What I've handed out is a resolution
24 November 7th, 2007, by the City Council and I believe
25 some excerpts from Solnit's zoning book as to

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1 fairness, correctness and moral obligation of the
2 governing to make the populace aware of its actions.
3 Every city charter or zoning collection and planning
4 text I've read goes to some length to detail trans-
5 parency in government. It also is my position that
6 the citizenry deserves at least a chance to know of
7 the actions that directly or indirectly affect them.
8 Solnit said some interesting things. Solnit
9 wrote a book on the job of the planning commissioner
10 and vetting these cases, public notification. The
11 courts have said very clearly that local governments'
12 decisions in planning and zoning don't have to be wise
13 but they have to be fair. Substantive due process
14 involves using legislative powers so that no one is
15 deprived of their rights or property.
16 Adequate notice: when a matter is going to
17 have a public hearing, interested or politically [sic]
18 interested parties should receive notice far enough in
19 advance to study what is involved and think about what
20 their response is going to be.
21 While many state statutes and local
22 ordinances cover details of notices for hearings, they
23 are often only the legal minimum and not really
24 designed to achieve communication. Requirements, for
25 example, that notice be given in a newspaper in

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1 general circulation in the area often -- And a lot of
2 that stuff, we've talked about this already.
3 I skip to a little bit further down in
4 Solnit's book: In highly controversial cases or
5 hearings initiated by the Planning Commission itself,
6 more notice than usual is advisable. Notices to
7 wide-area groups and organizations, renters, as well
8 as owners, et cetera, should be sent in order to make
9 knowledge of the hearing as open and widespread as
10 possible.
11 I have on the dais here or the podium
12 materials from Hawaii that designate notification,
13 from Charlotte/Mecklenburg that designates notifi-
14 cation, from Bartow County that designates notifi-
15 cation, from the City of Duluth that designates
16 notification. The thing I --
17 MAYOR JENKINS: One minute, Stuart.
18 MR. ANDERSON: The thing I have in my hand
19 is what I received in the mail, notification from
20 Dekalb County to me to let me know that there was a
21 hearing, a public hearing, a citizens' hearing -- this
22 came to me in the mail -- as well as my notes of this
23 meeting I attended the other night.
24 So it's not an unusual or unreasonable
25 request to let people know what's going on. Thank

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1 you.
2 MAYOR JENKINS: Thank you, Stuart.
3 - - -
4 (Applause)
5 - - -
6 MAYOR JENKINS: Tom Hart?
7 MR. HART: I was shopping at Wal-Mart the
8 other night and ran into the mayor of the Clarkston
9 and Chamblee, and I asked him about notification, and
10 he says, "Yeah, we send a letter out."
11 You see these little signs on property in
12 Norcross, the little blue signs out front, they're
13 like -- we just had an election here, and all those
14 little signs you had in your front yard, they're
15 pretty cheap. They come with a little wire frame,
16 they come with a little blue sign that says you're
17 rezoning the property or they apply for a variance or
18 something.
19 So putting a sign in the affected area,
20 notification, adjacent properties, and notification
21 through the tax system. You have a tax record for the
22 property owner. You also have a business license
23 database over there. I don't think it's a big burden
24 on the City if they're going to rezone millions and
25 millions of dollars of people's property, not to put

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1 these simple devices out there in their hands so
2 people know what's going on.
3 We've been playing this game. In 2007, the
4 City Council that I was a member of passed an open
5 government. We passed an act that allowed people to
6 be notified that their property was being rezoned.
7 And all of a sudden, now we're back in the good old
8 days when they rezoned Peachtree Industrial, put a
9 tire store in on the 4th of July at 3 o'clock in the
10 morning or whenever it was. I mean that's -- You used
11 to be on that council, Mayor, so you know how it
12 worked.
13 So we're back in those bad old days, and I
14 think that the citizens and businesses of this city
15 deserve a lot more.
16 Thank you.
17 MAYOR JENKINS: Thank you.
18 - - -
19 (Applause)
20 - - -
21 MAYOR JENKINS: Did you get a copy of this,
22 Murray?
23 ATTORNEY WEED: I did. Thank you.
24 MAYOR JENKINS: This is still law; is that
25 correct?

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ATTORNEY WEED: Sir?
MAYOR JENKINS: This is still law; is that correct?
ATTORNEY WEED: With regard to the resolution?
MR. HAEBERLIN: When we sent a resolution and changed the zoning ordinance, that was not officially adopted through the Zoning Procedures Act.
ATTORNEY WEED: Yeah. No. That's not legal; no, sir.
MAYOR JENKINS: You say it's not legal that if we signed a thing in 2007 that says that we send out a letter?
ATTORNEY WEED: No, sir. If it wasn't -- If it was -- In my opinion, that would constitute what's called a zoning decision. O.C.G.A. 36-66-4 is very clear about if something is a zoning decision, then you have to put forward the appropriate notice underneath state law. The planner has informed me that that resolution was passed without benefit of being performed appropriately; therefore, it's my opinion that that notice is not in effect. It's what we call void ab initia, void at the outset.
COUNCILMEMBER ROCHE: I would like to go ahead, and since people are probably wondering what

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this is, read this into the record.
It says, "A resolution to Provide Notice to Residents. Whereas, the Mayor and City Council believe that the residents of the City of Doraville who reside in the neighborhood in which a parcel of land is located and which is under consideration for rezoning or the granting of a variance should receive notice in addition to that which is legally required.
"Now, therefore, be it resolved, by the City Council of the City of Doraville and it is hereby resolved by authority of the same that the residents who reside in the neighborhood in which a parcel of land is located and which is under consideration for rezoning or the grant of a variance to the owner of said property shall be sent written notice of the date, time and place of the public hearing to consider the rezoning or variance application. At the first Council meeting following the filing of an application for rezoning or variance, the Mayor and City Council shall determine the area in which residents are to receive notice.
"Adopted by the City Council this 19th day of November, 2007," which is exactly right at two years ago; signed by Mayor Ray Jenkins, Marlene Hadden, Donna Pittman, Ed Lowe, Bob Spangler, Maria

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Alexander and Brian Bates.
COUNCILMEMBER FLEMING: And resolutions don't go into Municode?
ATTORNEY WEED: No, ma'am. That's not the point. Resolutions usually don't go into Municode. But the problem with that resolution is it wasn't done legally. It has no effect.
I mean you can -- it has the effect of a resolution to say philosophically you support the concept but it's not -- doesn't have the force of law because the flawed notice occurred in that resolution. And in that situation, the Council isn't able to comply with the State law, which is why -- that's my primary concern: that if we had more bureaucracy and levels of due process, that we might fail to meet those future standards as well.
COUNCILMEMBER FLEMING: Well, let's see. There's four people on the Council that approved it. You want to approve it again, gang?
COUNCILMEMBER ROCHE: Plus the Mayor.
ATTORNEY WEED: You can't vote on it tonight.
COUNCILMEMBER FLEMING: No, no. It has to be advertised in the legal organ of the City of Doraville that nobody reads.

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COUNCILMEMBER ROCHE: And if we could manage to send people notices to cut their grass, I think that this is not a --
I mean we hired a full-time permits clerk back in November.
MAYOR JENKINS: I will make one statement on this. I didn't necessarily vote on it.
COUNCILMEMBER ROCHE: Well, you signed it, Mayor.
MAYOR JENKINS: I know that, but I didn't have to vote on it. I always have to sign it.
COUNCILMEMBER ROCHE: Yeah. Everyone signed it.
MAYOR JENKINS: I didn't say I didn't sign it.
COUNCILMEMBER ROCHE: Okay.
MAYOR JENKINS: I said I didn't vote on it.
COUNCILMEMBER ROCHE: Okay.
MAYOR JENKINS: Where are we at?
COUNCILMEMBER SPANGLER: So what are we going to do now? Are we going to advertise this and then make it an ordinance?
ATTORNEY WEED: This has already been advertised. My understanding from the City Planner would be that you'll be able to vote on this matter

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1 appropriately underneath the existing State law -- and
2 the advertisements have been initiated -- on November
3 the 30th. And so this matter like all other matters
4 had to be advertised, had to go to the Planning
5 Commission, and then you'll have the opportunity to
6 vote on it November the 30th.
7 COUNCILMEMBER BATES: So it will be a public
8 hearing on November 30th --
9 ATTORNEY WEED: Yes, sir. Of course.
10 COUNCILMEMBER BATES: -- on this item.
11 ATTORNEY WEED: Just like we always do.
12 COUNCILMEMBER ROCHE: And it's already on
13 the agenda; right?
14 COUNCILMEMBER FLEMING: Yes, it is.
15 ATTORNEY WEED: Yes, sir.
16 COUNCILMEMBER ROCHE: Okay.
17 MAYOR JENKINS: Okay. Do we need a motion
18 on that?
19 ATTORNEY WEED: No, sir. You can't make a
20 motion on it tonight.
21 MAYOR JENKINS: Okay. I mean on -- okay,
22 it's already on the agenda for the 30th.
23 ATTORNEY WEED: Yes, sir, that's correct.
24 MAYOR JENKINS: Maria?
25 COUNCILMEMBER ALEXANDER: Are we going to

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1 get a clean copy with Ms. Fleming's changes?
2 ATTORNEY WEED: If you would like me to
3 draft one, I'll have it to you tomorrow.
4 COUNCILMEMBER ROCHE: Yes, please.
5 COUNCILMEMBER FLEMING: Does everyone agree
6 with the changes I made that I e-mailed everyone where
7 the notification and in regards to Ms. Pittman brought
8 up about the addressee, any employee at said address?
9 That was item number (c) that she was concerned about.
10 COUNCILMEMBER ALEXANDER: The only question
11 I had, and I'm really getting into details, should we
12 put date-specific language as listed on the Dekalb
13 County tax records? Do you understand what I'm
14 saying?
15 ATTORNEY WEED: No, ma'am.
16 COUNCILMEMBER ALEXANDER: So you're just
17 going to leave it blank.
18 ATTORNEY WEED: Ma'am?
19 COUNCILMEMBER ALEXANDER: You don't under-
20 stand what I was saying?
21 ATTORNEY WEED: No, I -- I can't hear you so
22 please address it again.
23 COUNCILMEMBER ALEXANDER: The property as
24 listed on the Dekalb County tax records, should we put
25 any type of dates --

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1 MAYOR JENKINS: Let's be quiet in the
2 audience, please.
3 COUNCILMEMBER ALEXANDER: -- as in the
4 notice on Dekalb County records, the date of the
5 action? You understand what I'm asking?
6 ATTORNEY WEED: No, ma'am, I don't.
7 COUNCILMEMBER ALEXANDER: Okay. We can say
8 we looked it up on this day and sent out the letter,
9 and it was sold the next day and the record came. You
10 understand what I'm saying?
11 ATTORNEY WEED: I think it's a fertile field
12 of liability waiting to be plowed, so I would not
13 recommend you do that.
14 COUNCILMEMBER FLEMING: Mr. Bates, did you
15 want to pursue the or move forward with the signage?
16 COUNCILMEMBER SPANGLER: I don't see why we
17 can't -- Excuse me, Mr. Bates, but I don't see why we
18 can't do both, you know. I mean what's a little
19 expense to inform --
20 COUNCILMEMBER FLEMING: Those around?
21 COUNCILMEMBER SPANGLER: -- everybody living
22 in the city or working in the city what is going on
23 around them?
24 COUNCILMEMBER BATES: One or the other but
25 not both. I . . .

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1 COUNCILMEMBER ROCHE: Stick with the letters
2 for right now?
3 COUNCILMEMBER PITTMAN: The letters.
4 MAYOR JENKINS: All right. That's on the
5 agenda for the next. We don't have to make a motion,
6 so let's go to Billiard Parlors.
7 ATTORNEY WEED: Mr. Mayors and members of
8 Council, this is an item that's being proposed by the
9 City Planning staff, which I concur with, and
10 different processes of zoning with regard to
11 conditional uses. It came to the attention of the
12 City Planner that the city does not currently have a
13 billiard parlor ordinance. I didn't independently
14 confirm that. I'm frankly surprised.
15 Essentially this is a police-powers ordi-
16 nance to offer some regulation with regard to pool
17 halls.
18 MAYOR JENKINS: You say we do not have a
19 billiard parlor ordinance.
20 ATTORNEY WEED: Not one that I can find,
21 Mr. Mayor.
22 MAYOR JENKINS: Well, there's one somewhere
23 because we dealt with this a number of times.
24 ATTORNEY WEED: I believe you, but it isn't
25 currently in Municode that I could find, that Scott

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could find or the Clerk. If you find it, please let me know, and I'd be happy to read it and review it and it may be fine, but it didn't make it into the codifications.

MAYOR JENKINS: Well, I can't argue with that, but I know we've dealt with this especially in Pinetree Plaza for years.

ATTORNEY WEED: Trust me; I believe you.

MAYOR JENKINS: Okay. So you're drafting one; is that correct?

ATTORNEY WEED: Yes, sir.

MAYOR JENKINS: You don't have it ready.

ATTORNEY WEED: It's been ready for -- it's been in the packet. I sent it --

MAYOR JENKINS: Okay.

ATTORNEY WEED: -- out on November the 13th.

MAYOR JENKINS: Do you need to paraphrase it, read it, or what are you going to do?

ATTORNEY WEED: Very limited paraphrasing, the basic concept is it deals with public pool halls. It would not prohibit a -- it doesn't affect pool tables in private homes or private entities. It deals with the commercial pool hall arena.

It essentially provides the same hours of operation as would be in effect for an alcohol

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beverage establishment. The hours essentially match. It deals with the presence of minors in such facilities and it prohibits gambling in those areas. We would require that the pool tables be in an area where if a law enforcement official or code enforcement official entered, it would be easily visible and easy to be seen, and it reminds the pool hall licensees that if they want to serve alcoholic beverages, they have to comply with the Alcohol Beverage Code as well.

It's a very short ordinance. It's five pages, two of which are the context of the ordinance without a boilerplate.

MAYOR JENKINS: Any questions?

COUNCILMEMBER ROCHE: Well, I wanted to hear from the Chief of Police on this one.

MAYOR JENKINS: All right.

COUNCILMEMBER ROCHE: I want to know if we -- you know, what problem are we solving.

CAPTAIN ATKINSON: I don't know. I haven't seen the ordinance.

COUNCILMEMBER ROCHE: Yeah, I apologize.

CAPTAIN ATKINSON: I don't know.

COUNCILMEMBER ROCHE: I meant to send you an e-mail but I didn't get a chance to.

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I guess my question is, what types of problems are we having from a law enforcement standpoint with billiard rooms that are in the city of Doraville?

CAPTAIN ATKINSON: Well, in the past, we've had underage drinking, we've had fights, disturbances.

COUNCILMEMBER BATES: Basically, as I understand it, there's no regulation on the books now for a pool hall. They can be open all night long, 24 hours a day, unregulated, do whatever they want.

ATTORNEY WEED: That is correct.

COUNCILMEMBER BATES: So this is basically saying if you want to have a billiard hall, you must comply and comport with these hours, these operating hours, and if you want to sell alcohol, you must comply with these requirements, et cetera. So I think it's a gap in our regulatory ordinances that we can close.

COUNCILMEMBER ROCHE: Well, if somebody sells alcohol, obviously they would come under our alcohol rules and they would have closing times, et cetera, then, wouldn't they?

ATTORNEY WEED: Yes.

COUNCILMEMBER ROCHE: I mean just because you have a pool table doesn't mean you can stay up all

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night and serve alcohol, obviously.

ATTORNEY WEED: You can stay up all night but you can't serve -- right now, you can stay up all night but you can't serve alcohol, no.

COUNCILMEMBER ROCHE: Okay. So if someone puts a pool table down here at Monterrey's, does that change it into a pool hall?

ATTORNEY WEED: Yes.

COUNCILMEMBER BATES: And then under the --

COUNCILMEMBER ROCHE: Not a restaurant or anything else?

ATTORNEY WEED: It's still a restaurant but it's also a pool hall. Just like with the massage parlor, they still do good hair at the salon but it's still a massage parlor, too, and they get a massage license.

COUNCILMEMBER BATES: So under Mr. Roche's scenario, if Monterrey's puts in a billiard hall, they can stop serving alcohol at 2:00 a.m. but they could stay open 24/7 --

ATTORNEY WEED: That is correct.

COUNCILMEMBER BATES: -- and they could start serving alcohol again at 12:30 the next day --

ATTORNEY WEED: That's correct.

COUNCILMEMBER BATES: -- or 9 o'clock the

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next day if it was a weekday.
ATTORNEY WEED: Yes, sir.
COUNCILMEMBER BATES: Okay.
COUNCILMEMBER ROCHE: I guess in my mind there would be a difference between a billiard hall that does not serve alcohol and one that does, and I'm thinking in terms of Section 6-803, Minors, that essentially if there's a pool table, no one under 21 years can play pool. And it would seem to me that if alcohol's not being served, for instance -- I mean when I was a kid, I played pool all the time, you know, so -- And see? See how well I turned out?
But anyway, so I don't think that playing pool in and of itself is a bad thing. I just don't know that -- I guess I'm just concerned about that. If somebody opened a boy's club or a girl's club in town and they put a pool table in it, wouldn't that turn it into a billiards hall?
ATTORNEY WEED: No, sir. That's not a public entity. It's not for the consumption of the public; it's for the consumption of the members. It's private.
COUNCILMEMBER ROCHE: So if someone opens a video hall or video game --
ATTORNEY WEED: That's a public entity.

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That's a commercial operation.
COUNCILMEMBER ROCHE: So --
COUNCILMEMBER ALEXANDER: The Doraville youth center used to have multiple pool tables.
COUNCILMEMBER ROCHE: Right.
ATTORNEY WEED: We're a public and a governmental entity but we're not a commercial operation in the public, operating in the public.
COUNCILMEMBER ALEXANDER: So if it's public, open to the general public.
ATTORNEY WEED: For profit, for commerce, it would be covered.
If it's the pool table in the Baptist church where hopefully they don't dance but they could play pool, then that would not be covered.
COUNCILMEMBER ALEXANDER: So the Doraville youth center that had multiple tables, because you weren't charged to play pool, it was just after-school activities, and that would be allowed.
ATTORNEY WEED: Yes. You would be exempt anyway because you're a government.
COUNCILMEMBER FLEMING: Maybe I'm not understanding the question, but I mean if they do not have a liquor license -- I mean they're going to have to have a liquor license to do this as well.

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ATTORNEY WEED: No, ma'am. They'd have to have a liquor license if they wanted to serve liquor.
COUNCILMEMBER FLEMING: I mean, I'm sorry, yes. But the 21 years of age would not then apply, would it, if they were not licensed to sell alcohol?
COUNCILMEMBER BATES: Yeah, but that needs to be ...
ATTORNEY WEED: Yeah, that is correct, that the 21-year-rule applies to the rooms that serve alcoholic beverages. That is correct. It's narrowed to that. So if you were 18 and you didn't serve alcoholic beverages, you'd still have to comply with the hours but you could be in a pool hall.
COUNCILMEMBER FLEMING: Okay.
ATTORNEY WEED: But if they served alcoholic beverages, you'd have to be 21 years old or accompanied by a parent or legal guardian.
COUNCILMEMBER FLEMING: The other item that I'd like you to add into this is since we did not have a billiard room or pool hall under our businesses at all, we do have something in our zoning law in regards to only three pool tables, and so I think it should also be in here also.
Is that not correct, what I'm stating?
MR. HAEBERLIN: That is correct.

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COUNCILMEMBER FLEMING: Three is the maximum number, so I would put that verbiage in here so that it's linked to all of them. Thank you.
COUNCILMEMBER BATES: And I'll move to waive first reading with that amendment.
MAYOR JENKINS: Second? Got a motion to waive the first reading.
CAPTAIN ATKINSON: I just want to make it clear that we'll have one pool hall that I know of, that I can think of off the top of my head. They have more than three tables, so --
COUNCILMEMBER FLEMING: The one that went in as a conditional use that we passed?
COUNCILMEMBER PITTMAN: No. This is the old one, isn't it?
CAPTAIN ATKINSON: No. This one has been there for a while.
COUNCILMEMBER PITTMAN: Yeah. I don't think that one --
CAPTAIN ATKINSON: It's in Pinetree West. It used to be Champion Billiards, and now I believe the name is Eltrebol.
COUNCILMEMBER PITTMAN: You're talking about the one the officer came and spoke on?
COUNCILMEMBER ROCHE: Right.

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COUNCILMEMBER PITTMAN: This is separate.
COUNCILMEMBER BATES: How many do they have?
CAPTAIN ATKINSON: Champion or Eltrebol? I don't know. I mean I've been in there several times and I know they have more than three.
COUNCILMEMBER PITTMAN: I mean would there be a reason you'd want to limit the number of pool tables other than the fact that it's in the zoning ordinance?
CAPTAIN ATKINSON: I mean it is strictly a pool hall. That's all they do. It's not a dance club, it's not . . .
COUNCILMEMBER SPANGLER: They serve alcohol?
CAPTAIN ATKINSON: They serve alcohol, yes.
COUNCILMEMBER FLEMING: Well, that's something else we need to revisit.
COUNCILMEMBER ROCHE: Something else?
Before we do the motion, did anyone sign up to speak on this, Mayor?
MAYOR JENKINS: No.
COUNCILMEMBER ROCHE: Okay.
COUNCILMEMBER FLEMING: Okay.
COUNCILMEMBER BATES: Are you leaving your three in?
COUNCILMEMBER FLEMING: I'd better take the

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three out, and I definitely think we need to revisit that zoning code.
In regards to your experience with the billiard location that we presently have, have we had -- or can you get back to us and let us know how many citations have been written there for various and sundry offenses?
CAPTAIN ATKINSON: Yes, ma'am, I think so.
COUNCILMEMBER FLEMING: Because --
CAPTAIN ATKINSON: I can let you know. Now, I don't --
COUNCILMEMBER FLEMING: -- maybe it should be square footage, Mr. Weed? Depending upon the square footage, X-number?
ATTORNEY WEED: Tables per amount of square feet?
COUNCILMEMBER FLEMING: Something.
ATTORNEY WEED: You can do it that way.
COUNCILMEMBER BATES: I'm going to withdraw the motion to waive first reading and we'll just continue this on December 7th.
And Chief, that will give you time to give us information on . . .
CAPTAIN ATKINSON: Just the location, because I don't know. Is it under new ownership? The

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name is changed but I don't know if it's under new ownership.
MR. CUSHMAN: No. It depends on when you say "new ownership," a couple years.
COUNCILMEMBER BATES: Just a two-year history?
COUNCILMEMBER FLEMING: I'm sorry?
COUNCILMEMBER BATES: A two-year history.
COUNCILMEMBER FLEMING: If that's available. If not, just the past year or so.
CAPTAIN ATKINSON: Okay.
COUNCILMEMBER FLEMING: But I would like to know how many number of tables are in there.
COUNCILMEMBER BATES: Mr. Cushman, do you know? Mr. Cushman, do you know how --
MR. CUSHMAN: Yeah, it's definitely got more than three. I think he's got five. He could have six. But I'd also request that we could maybe let the tenant know as well.
COUNCILMEMBER BATES: Nothing's happening tonight.
MAYOR JENKINS: Just stay up there.
CAPTAIN ATKINSON: Okay.
MAYOR JENKINS: We're going to put this on December 7th; right?

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COUNCILMEMBER BATES: Yes, sir.
MAYOR JENKINS: Do we need a motion on that, Murray, or just --
ATTORNEY WEED: No, sir. It's old business now. It'll carry over automatically.
COUNCILMEMBER FLEMING: One other thing for Chief Atkinson. I would like to know what the square footage of the current location that has a billiard hall in it. I would like to know what square footage it is as well, and also the total number that's in there. Though you may not know what the square footage is, we may have it.
CLERK BLACKMON: We may.
COUNCILMEMBER FLEMING: Okay.
CLERK BLACKMON: And if not, we can always ask.
COUNCILMEMBER ALEXANDER: Mr. Cushman should have it.
CLERK BLACKMON: Yes.
COUNCILMEMBER PITTMAN: Mr. Haeberlin, do you recall the one that came to apply for billiards where the officer spoke in their favor? Did they apply or --
MR. HAEBERLIN: They did, and they were a conditional use.

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COUNCILMEMBER PITTMAN: Uh-huh.
MR. HAEBERLIN: The Champion location predates the modern or the newer zoning ordinance, excuse me, and Officer Kiernan spoke at that hearing where Aaron Huynh at Korean Town center about the Champion location. And so Aaron at Korean Town center obviously was permitted in accordance with the revised C-2 ordinance which made it a conditional use. So now it's an additional step for a billiard or pool hall to go through to get permission from you, the Council, for consideration.
COUNCILMEMBER ROCHE: But we have two pool halls in town.
MR. HAEBERLIN: Correct.
COUNCILMEMBER PITTMAN: So they did open.
MR. HAEBERLIN: My understanding is they got the necessary permits. I've not physically been on their property to know that they are still.
COUNCILMEMBER PITTMAN: Thank you.
MAYOR JENKINS: Okay. Anything else on that?
COUNCILMEMBER FLEMING: No.
MAYOR JENKINS: Okay. You got anything on the Police Department?
CAPTAIN ATKINSON: Just to let you know that

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the Police Department is going to be hosting some holiday classes, so to speak. December -- No. November the 24th, we're going to be putting on a seminar on holiday crime prevention, and on December the 16th, we're going to be putting on identity theft. Those are two big issues that always come into play during the holiday season, and we just want everybody to be aware as they go out shopping, crime, thefts, robberies, snatches tend to pick up during those times and identity theft is year round. 6:30 to 8:00, and we're going to be -- whoever is interested, just come to the front of the Police Department and it'll be held in the training facility.
MAYOR JENKINS: All right.
CAPTAIN ATKINSON: That's it.
MAYOR JENKINS: Murray, you got anything else?
ATTORNEY WEED: No, sir.
COUNCILMEMBER ALEXANDER: May I ask Chief Atkinson some questions?
MAYOR JENKINS: Yes.
COUNCILMEMBER ALEXANDER: I've received some very complimentary phone calls on the speed feedback signs but I noticed the ones in Oakcliff have been taken down. I didn't know if they had been put up

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somewhere else or --
CAPTAIN ATKINSON: They are in the process of being charged.
COUNCILMEMBER ALEXANDER: Okay.
CAPTAIN ATKINSON: They hold a charge for two weeks --
COUNCILMEMBER ALEXANDER: Okay.
CAPTAIN ATKINSON: -- and then we have to take them down and charge them.
COUNCILMEMBER ALEXANDER: Okay.
CAPTAIN ATKINSON: But they are going to be going up on two separate -- two additional roads so that we can continue our study.
COUNCILMEMBER PITTMAN: I was going to ask you to kind of touch on what happened over on Chicopee today. I've had a couple questions, but I see most all of the ones that asked me have gone, but she would like to know.
CAPTAIN ATKINSON: We have two suspects in custody on a potential burglary. They were caught. The homeowner came home while they were there, and we were able to get them. We're still looking into it.
COUNCILMEMBER PITTMAN: And it helped that their truck got stuck.
CAPTAIN ATKINSON: Yeah.

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COUNCILMEMBER PITTMAN: Stuck in the mud.
CAPTAIN ATKINSON: The truck got stuck in the front yard. The rain helped us out.
COUNCILMEMBER ALEXANDER: So the signs are going to be rotated back?
CAPTAIN ATKINSON: The signs -- what I think we had initially talked about was that the signs were going to be -- They're mobile signs so that we can put them up on different streets and figure out where we have the most problems at and then we'll figure out what we need to do about getting either a permanent sign there or placing the mobile signs there again. But we're just doing some studies. We started out on Oakcliff and Tilly Mill, and then we're going to be going to two additional streets as soon as they're charged, which will probably be this week, and then they'll be out as they were on Oakcliff and Tilly Mill.
COUNCILMEMBER ALEXANDER: Because multiple residents were very complimentary, saying that it would help reduce the speed. In their opinion, they also thought they helped with reducing the truck traffic.
CAPTAIN ATKINSON: I know that just from the data that I saw -- you know, and this was our first go

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at it, so, you know, we're having to play with it a little bit. But yeah, it worked. They did reduce the speed. And just the little bit that I was out watching, I noticed that when that light comes on and it starts flashing the speed, the speed goes down.

COUNCILMEMBER ROCHE: Well, if you were watching it in uniform, I think that might have slowed them down.

CAPTAIN ATKINSON: I wasn't watching in uniform. I was hidden away.

COUNCILMEMBER PITTMAN: There was quite an immense difference on Tilly Mill right there at the school. It's made a huge difference.

UNIDENTIFIED SPEAKER: I would like to ask him something. On Sunday night, on the access road between Homeland and Winters Chapel, I understand there was a pedestrian hit.

CAPTAIN ATKINSON: I'm not sure. That would have been Dunwoody.

COUNCILMEMBER PITTMAN: I believe that was actually -- I'm not sure if it was at Homeland. It was right there by the -- It was on Dunwoody.

CAPTAIN ATKINSON: Yeah. It would have --

COUNCILMEMBER PITTMAN: It was Dunwoody.

CAPTAIN ATKINSON: -- been the city of

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Dunwoody. I'm not familiar with that.

COUNCILMEMBER PITTMAN: Yeah. I'll talk to you.

UNIDENTIFIED SPEAKER: I thought I asked you police.

CAPTAIN ATKINSON: Well, we might have gone out there to assist, but --

UNIDENTIFIED SPEAKER: Yeah. Well, you had the road blocked.

MAYOR JENKINS: Thank you, Chuck.

COUNCILMEMBER ROCHE: Thank you.

MAYOR JENKINS: We had a lot of comments on our crosses this year and a lot of people came and took pictures, and we want to thank Ginny again for going to all that trouble. And she's going to make it better the next time, aren't you, Ginny?

MS. CALVERT: Yes, I will.

- - -

(Applause)

- - -

MAYOR JENKINS: We're going to have citizens' comments, so make them short and sweet; come on up to the microphone.

MS. CALVERT: First off, I want to thank the Mayor for letting me do these crosses; and second, I

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would like to thank Bobby Pittman and his crew for getting these crosses ready and in a very fast time, because I had about 35 for them to do about a week ago.

Now, the resolution to provide notice to residents on November 19th, 2007, this was done for the Council and Mayor by the then-attorney Powell and thought was a legal document; therefore, the Council and Mayor signed it in good faith.

Now, you will be surprised if you are still around what Councilmembers will do with these ordinances that you-all are playing around with, 10 years from now. I've seen some changes of these ordinances in the last eight years.

Thank you.

MAYOR JENKINS: Yes, sir. Come on up.

MR. CHAMBERS: Thank you. I'm Richard Chambers, a property owner at 5899 New Peachtree Road.

And just combining numbers 14 and 16, does anybody have an estimate of how many pieces of property are rezoned this year, last year? I mean I don't know if we're talking five pieces of property or 500.

But it seems to me that if we're talking four or five, 10 pieces a year, property and extensive notification to the property owners is not too big of

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a burden when somebody's retirement, livelihood or something like that may be involved.

And I think the suggestion of the written notification with the return receipt as well as those very inexpensive signs I think is really in the spirit of trying to work together between the government and the citizens rather than just -- I think as one person mentioned, it's just too expensive. When you're talking about some of these pieces of property that may be anywhere from a half a million to 10 million dollars, I don't think that these few additional measures is out of line.

Thank you.

COUNCILMEMBER FLEMING: Thank you.

MAYOR JENKINS: Next? Come on up.

MR. SHANAHAN: My name is David Shanahan, 5879 New Peachtree Road. I'm two doors down from Richard, two doors over from Deane Stokes.

I support Deane and what he said. Having an office warehouse, having a property that's been there 35 years and then having its uses changed is causing me hardship. If I had some notification it was going to happen, we could have talked about it in advance. But these are real properties with real people and retirements, and monthly incomes depend on them. I'd

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like y'all to keep that in mind, please.
Thank you.
MAYOR JENKINS: Thank you, sir.
- - -
(Applause)
- - -
MAYOR JENKINS: Anybody else? Tom?
MR. HART: I know recently we talked about CIDs and all these other things, taxing the businesses to clean up the area and that sort of thing.
I think that the City of Doraville does a very good job of taxing the businesses. They provide probably 75 percent or better of the income for the city. And then we also have a city income tax for businesses, that most residents, they talk about a business license. It's not a business license; it's an income tax for the businesses here.
And these areas around metro Atlanta where they tax the businesses that provide these -- you know, to dress up the areas is because they don't have a city there. They need some kind of a tax mechanism so they can clean up an area.
And we already tax these businesses, and they provide the bulk of the money the government uses to operate here.

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And this legal notification, while working with the businesses to clean up an area, I think sometimes the businesses look at the city, "What has the city done for us recently? They send us a tax bill." Some of these tanker fleets over here pay an enormous amount of money for a business, I mean hundreds of thousands of dollars. Yet at the same time, it's just, "Well, they need to clean it up here. We need to plant some grass, we need some trees in the median. We better tax those guys so we can clean this place up."
I just have to remind you, we are already taxing these businesses and they're not getting much in return. Thank you.
MAYOR JENKINS: Thank you, Tom.
- - -
(Applause)
- - -
COUNCILMEMBER SPANGLER: Motion to adjourn.
COUNCILMEMBER ALEXANDER: Second.
MAYOR JENKINS: Call the roll.
CLERK BLACKMON: Councilmember Alexander?
COUNCILMEMBER ALEXANDER: Yes.
CLERK BLACKMON: Councilmember Bates?
COUNCILMEMBER BATES: No.

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MAYOR JENKINS: I'll say yes.
COUNCILMEMBER BATES: Yes.
CLERK BLACKMON: Councilmember Fleming?
COUNCILMEMBER FLEMING: Yes.
CLERK BLACKMON: Councilmember Pittman?
COUNCILMEMBER PITTMAN: Yes.
CLERK BLACKMON: Councilmember Roche?
COUNCILMEMBER ROCHE: Yes.
CLERK BLACKMON: Councilmember Spangler?
COUNCILMEMBER SPANGLER: Yes.
MAYOR JENKINS: Thank everybody for coming.
- - -
(Whereupon, the meeting was adjourned at approximately 10:55 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 24th day of November, 2009.

_____
Theresa Bretch, CCR
Permit No. B-755

[SEAL]

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