

February 22, 1968

Memorandum To: Mayor Ivan Allen, Jr.

This is a more detailed follow up report pertaining to our brief discussion yesterday re the Turnkey project on Gilbert Road S.E.

Tuesday, Mr. Matt Bystry of Whiting-Turner, the construction firm building the 220-unit Turnkey project, called me and advised that he is having difficulty in getting his site plan for the project approved by the Sewer Division; that they are apparently satisfied with it, in so far as pertains to the sewer plan for the site itself, but that two serious off site problems have arisen:

(1) He has been advised by the Sewer Division that the project cannot tie into the sewer at Flynn Road because it is already overloaded, and

(2) the Sewer Division insists that the project provide for the off site storm sewer drainage for approximately  $\frac{1}{2}$  mile down stream, which Mr. Bystry claims will cost him \$25,000 to \$30,000.

Mr. Bystry further states that he has reluctantly agreed to provide the entire paving of Flynn Road, which is a City dedicated street, but that he is not prepared to provide the off site storm sewer drainage, nor does he think the Federal government will allow this as a project cost.

I have talked with Mr. Satterfield about this who confirms Mr. Bystry's opinion that the Federal government will probably not pay for the off site storm sewer drainage. Mr. Satterfield further points out that if this were a Public Housing project, being built by the Housing Authority, that under the Cooperation Agreement the City would be obligated to supply necessary facilities to the site, including storm sewer drainage, and that no off site improvements could be paid for by the Housing Authority.

Mr. Satterfield further feels that since the Turnkey project is being built under contract with the Housing Authority to purchase the development, when completed, for Public Housing use, that the Cooperation Agreement should also apply to Turnkey projects, as though the projects were actually being built by the Housing Authority. Mr. Satterfield has suggested getting a ruling on this point from the City Attorney, as it will probably crop up in relation to other Turnkey projects.

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I have contacted Mr. Bowden as to whether, under the Cooperation Agreement the City would be obligated to provide off site improvements for essential facilities for Turnkey projects, as it is obligated to do for conventional Public Housing projects? Mr. Bowden has suggested that Mr. Satterfield attempt to determine informally from the Federal people whether they will allow inclusion of such off site improvements in the purchase price of Turnkey projects. Mr. Satterfield has agreed to discuss this matter with local HAA officials and will advise me of their position.

I have also contacted the Water Pollution Control Division and this is how the matter currently stands with them:

The sewer site plan itself is essentially satisfactory.

Mr. Morriss has now agreed to let the project connect to the existing Sanitary sewer near Flynn Road, as the site plan calls for, and has also agreed to make the necessary improvements to the existing off site Sanitary sewer line, at City expense.

Mr. Adair estimates that due to the development, the site area itself will generate 30% more run off than at present. He has proposed to the developer's engineer that the 42" storm sewer which will serve the project be extended off site for only about 400' and that an open drain or flume be provided for an additional 2600' off site down stream to channel the run off from the 42" storm sewer, plus other surface run off from the general area. He thinks that perhaps a portion of this open drainage may have to be ripraped.

Mr. Adair estimates the cost of the off site storm drainage, if done in this manner, would be in the neighborhood of \$14,000 and has asked the Whiting-Turner engineer to make a detailed survey of the area involved to confirm the feasibility of this proposal and its estimated cost. The engineer agreed to do this and Mr. Adair expects his report this week. (However, I have just learned today that home office of Whiting-Turner has instructed their engineer to hold up on this, pending the outcome of my report to you).

In addition, Mr. Morriss has informally agreed to assist the developer financially in this off site storm sewer drainage by obtaining the necessary easements and either providing the labor, if developer will provide the pipe or by providing the pipe if the developer will furnish the labor.

It appears to me that the current sewer proposal is a reasonable compromise solution which I have suggested to Mr. Bystry, the developer, that he accept. Mr. Bystry contends however that in view of his agreement already to pave all of the Flynn Road frontage against which the projects abuts, at his expense, he feels that the City should provide for all of the off site storm sewer drainage, particularly since it is also needed to relieve current unsatisfactory run off from additional properties in the area.

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Mr. Bystry is to advise me this week as to whether his company is agreeable to accepting the compromise solution proposed by the Sewer Division.

Respectfully,

Malcolm D. Jones  
Housing Coordinator

✓cc: Mr. Dan E. Sweat, Jr.