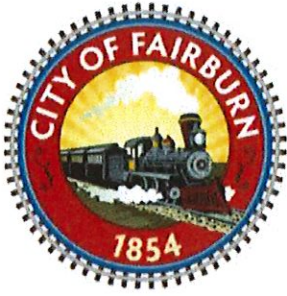




City of Fairburn  
56 Malone Street  
Fairburn, GA 30213  
February 24, 2020 @ 6:00 p.m.

### **WORKSHOP AGENDA**

- |       |  |   |
|-------|--|---|
| I.    | Meeting Called to Order                    | The Honorable Elizabeth Carr-Hurst, Mayor |
| II.   | Roll Call                                  | Arika Birdsong-Miller, City Clerk         |
| III.  | Presentation                               | None                                      |
| IV.   | Discussions                                | Councilmembers                            |
| V.    | Review of Agenda Items for Council Session | Councilmembers                            |
| VIII. | Adjournment                                | Councilmembers                            |



City Hall  
56 Malone Street  
Fairburn, GA 30213  
February 24, 2020 at 7:00 p.m.

### **Regular Agenda**

## ***The Honorable Mayor Elizabeth Carr-Hurst, Presiding***

The Honorable Mayor Pro-Tem Ulysses J. Smallwood  
The Honorable Alex Heath  
The Honorable Hattie Portis-Jones

The Honorable Linda J. Davis  
The Honorable Pat Pallend  
The Honorable James Whitmore

Mr. Dennis Stroud  
Mr. Randy Turner

City Administrator  
City Attorney

- I. Meeting Called to Order: The Honorable Mayor Carr-Hurst
- II. Roll Call: Arika Birdsong-Miller  
City Clerk
- III. Invocation: Apostle Danita Jones  
In His Great Name Ministries
- IV. Pledge of Allegiance: In Unison
- V. Presentation:  
Mental Fitness 21<sup>st</sup> Century Learning- Mr. John Childs, Executive Director
  - \$25,000 Scholarship from Fulton County Community Service Program
  - \$3,000 Donation from Waste Industries
  - Bright from the Start Georgia Department of Early Care and Learning Evaluation Update
- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

- VII. Adoption of the City Council Agenda: Councilmembers
- VIII. Adoption of Consent Agenda Items: Councilmembers
- IX. Adoption of City Council Minutes: Councilmembers  
(February 10, 2020 Regular Meeting and Executive Session Minutes)
- X. Public Hearing: None
- XI. Agenda Items:

- 1. Office of the Mayor** **Mayor Elizabeth Carr-Hurst**  
For Mayor and Council to approve Appointments to the Art Advisory Council.
- 2. Human Resources** **Mrs. Linda Johnson**  
For Mayor and Council to approve the proposed changes to the City of Fairburn Personnel Policy Handbook Section 2-52.16 (Resignation), Section 2-53.5 (Education Assistance) and Section 2-53.13 (Bereavement Leave).
- 3. Police Department** **Chief Stoney Mathis**  
For Mayor and Council to approve the purchase of Radar Speed Detection Trailer in the amount of \$15,000.
- 4. Finance Department** **Ms. Angela Jackson**  
For Mayor and Council to approve the Proposed Funding for Utility Projects approved on February 10, 2020.
- 5. Community Development** **Mr. Lester Thompson**  
For Mayor and Council to approve Contract Award with Clark Patterson Lee for Parking Lot Design Services at the Train Depot; future location of Casablanca Restaurant.
- 6. Utility Department** **Mr. Steven Jackson**  
For Mayor and Council to approve the Landscape Irrigation System Requirements Ordinance.
- 7. Utility Department** **Mr. Steven Jackson**  
For Mayor and Council to approve the Licensing and Conversion from the Itron Meter Reading System to the Neptune Cloud based Electronic Meter Reading System from Delta Municipal in the amount of \$26,000.
- 8. Parks and Recreation** **Mr. Dennis Stroud**  
For Mayor and Council to approve the Usage Agreement for Southside Kickers Kickball League.



**9. Parks and Recreation**

**Mr. Dennis Stroud**

For Mayor and Council to approve the Usage Agreement for South Fulton Little League.

XII. Council Comments

Councilmembers

XIII. Executive Session

Mayor Elizabeth Carr-Hurst

XIV. Adjournment

Councilmembers

\*When an Executive Session is required, one will be called for the following issues:

(1) Personnel (2) Real Estate or (3) Litigation.





**Bright from the Start Georgia Department of Early Care and Learning**  
**2 Martin Luther King Jr. Drive SE, 670 East Tower**  
**Atlanta, GA 30334**  
 Phone: (404) 657-5562 WWW.DECAL.GA.GOV

**Date:** 1/16/2020 **VisitType:** Monitoring Visit

**Arrival:** 3:45 PM

**Departure:** 4:45 PM

**CCLC-46270**

**Mental Fitness @ The Fairburn Youth Center**

149 S.W. Broad Street Fairburn, GA 30213 Fulton County  
 (678) 938-7208 jc@mentalfitnessatl.org

**Regional Consultant**

Michelle Smith

Phone: (404) 478-8183

Fax:

michelle.smith@dec.al.ga.gov

**Mailing Address**  
 Same

**Quality Rated:** No

<b>Compliance Zone Designation</b>			<b>Compliance Zone Designation</b> - A summary measure of a program's 12 month monitoring history, as it pertains to child care health and safety rules. The three compliance zones are good standing, support, and deficient.  <b>Good Standing</b> - Program is demonstrating an acceptable level of performance in meeting the rules. <b>Support</b> - Program performance is demonstrating a need for improvement in meeting rules. <b>Deficient</b> - Program is not demonstrating an acceptable level of performance in meeting the rules.
01/16/2020	Monitoring Visit	Good Standing	
09/24/2019	Licensing Study	Good Standing	
05/08/2019	Monitoring Visit	Good Standing	

**Ratios/License Capacity**

Building	Room	Age Group	Staff	Children	NC/C	Max 35 SF.	35 SF. Comp.	Max 25 SF.	25 SF. Comp.	Notes
Main	A	Six Year Olds and Over	4	23	C	25	C	NA	NA	Free Play, Homework, Transitioning
Main	B		0	0	C	12	C	NA	NA	Not In Use
Main	C - game room		0	0	C	15	C	NA	NA	Not In Use
Total Capacity @35 sq. ft.: 52			Total Capacity @25 sq. ft.: 0							
Total # Children this Date: 23			Total Capacity @35 sq. ft.: 52							
			Total Capacity @25 sq. ft.: 0							

Building	Playground	Playground Occupancy	Playground Compliance
Main	Park	30	C

**Comments**

The purpose of this visit was to conduct a Monitoring Visit as follow up to the visit conducted 9.24.19.

Consultant discussed and reviewed report with Program Director on this date.

Plan of Improvement: No Plan Developed

Any rule violation which subjects a child to injury or life-threatening situation or any rule violations previously cited but not corrected, may result in the imposition of an adverse enforcement action. Serious or continued noncompliance may also jeopardize participation in one or more DECAL program(s).



Please refer to the website, <http://www.decal.ga.gov/CCS/RulesAndRegulations.aspx>, for information regarding October 1, 2018 rule changes about Criminal Records Checks that may affect your facility. In summary,

- New records checks will be required to be completed if a staff member experiences a six month break in service from the child care industry
- New clearance is required at least once every five years
- Any staff member solely responsible for supervising children will be required to have completed a comprehensive background clearance
- All staff members are required to have completed at least a national fingerprint based clearance check
- Any staff member with only the national fingerprint based clearance, must be under constant and direct supervision of a staff member with a satisfactory comprehensive records check clearance
- Facilities are required to use DECAL KOALA for Criminal Records Checks, including to verify portability of an employee

O.C.G.A. Section 42.1.12(i)(2) requires Bright from the Start: Georgia Department of Early Care and Learning to notify licensed child care programs on accessing and retrieving from the Georgia Bureau of Investigation's (GBI) website a list of the names and addresses of all registered sexual offenders. Please see GBI's website located at <http://gbi.georgia.gov> to access the Georgia Sex Offender Registry.

#### Refutation Process:

You have the right to refute any of the citations noted in this report with which you disagree. To refute a citation(s), e-mail the following information to [CCSRefutations@decal.ga.gov](mailto:CCSRefutations@decal.ga.gov).

- 1) Facility name, license number and visit date
- 2) Your name, title/relationship to the facility, e-mail address & up to two phone number(s) where you can be reached
- 3) Specific rule number(s) that you are refuting, along with your concerns or questions regarding the rule citation

Refutations must be submitted to Child Care Services (CCS) within 10 business days of the completion date.

A sample form for submitting a refutation can be found at: <http://decal.ga.gov/ChildCareServices/RefutationInformation.aspx>

Your refutation will be forwarded to the appropriate CCS manager, who will follow up with you about your concerns. If you have any questions about this process, contact our office at 404-657-5562.

Bright from the Start recommends that all licensed child care providers carry liability insurance coverage sufficient to protect its clients. If you do not have this liability insurance, you are required to post a notice with ½ inch letters in a conspicuous location in the program, notify the parent or guardian of each child in care in writing, obtain their signature to acknowledge receipt and maintain this written acknowledgment on file at the program at all times while the child attends the program and for 12 months after the child's last date of attendance. (O.C.G.A. Section 20-1A-4)



#### Important New Deadlines:

Your program must be Quality Rated by December 31, 2020 in order to continue to receive Childcare and Parent Services (CAPS).

Get started today! Sign up by completing a short online application: <https://qualityrated.decal.ga.gov/>  
Request free technical assistance to help you earn your star rating by contacting the Quality Rated help desk at 855-800-7747 or [qualityrated@decal.ga.gov](mailto:qualityrated@decal.ga.gov)

Courtney Worford, Program Official

Date

Michelle Smith, Consultant

Date



Bright from the Start Georgia Department of Early Care and Learning  
2 Martin Luther King Jr. Drive SE, 670 East Tower  
Atlanta, GA 30334  
Phone: (404) 657-5562 WWW.DECAL.GA.GOV

### Summary Report

Date: 1/16/2020 VisitType: Monitoring Visit

Arrival: 3:45 PM

Departure: 4:45 PM

CCLC-46270

Mental Fitness @ The Fairburn Youth Center

149 S.W. Broad Street Fairburn, GA 30213 Fulton County  
(678) 938-7208 jc@mentalfitnessatl.org

Regional Consultant

Michelle Smith

Phone: (404) 478-8183

Fax:

michelle.smith@decal.ga.gov

Mailing Address  
Same

The following information is associated with a Monitoring Visit:

#### Activities and Equipment

591-1-1-.12 Equipment & Toys(CR)

Met

**Comment**

Equipment and furniture observed to be properly secured, as applicable.

591-1-1-.35 Swimming Pools & Water-related Activities(CR)

N/A

**Comment**

Center does not provide swimming activities.

#### Children's Records

Records Reviewed: 1

Records with Missing/Incomplete Components: 0

Child's Name [# 1]: Required, None

Met

591-1-1-.08 Children's Records

Met

Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.08(1)(b) - Consultant observed completed emergency authorizations forms for children.

#### Facility

591-1-1-.19 License Capacity(CR)

Met

**Comment**

Licensed capacity observed to be routinely met by center.



591-1-1-.25 Physical Plant - Safe Environment(CR) Met

Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.25(12) - Consultant did not observe any metal or large commercial use fans accessible to children.

Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.25(13) - Consultant observed no hazards accessible.

Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.25(8) - Consultant observed outlets to be properly covered.

591-1-1-.26 Playgrounds(CR) Met

Comment

Playground observed to be clean and in good repair.

**Food Service**

591-1-1-.18 Kitchen Operations Met

Correction Deadline: 9/27/2019

Corrected on 1/16/2020

.18(6) - Staff stated proper knowledge.

**Health and Hygiene**

591-1-1-.10 Diapering Areas & Practices(CR) N/A

Comment

No children enrolled who require diapering. School age children attend only for after school hours.

591-1-1-.17 Hygiene(CR) Met

Comment

Proper hand washing observed throughout the center.

591-1-1-.20 Medications(CR) N/A

Comment

The Provider currently does not dispense/administer medication.

**Policies and Procedures**

591-1-1-.21 Operational Policies & Procedures Met

Correction Deadline: 9/29/2019

Corrected on 1/16/2020

.21(1)(p) - Consultant observed completed emergency plans on this date.

Correction Deadline: 9/27/2019

Corrected on 1/16/2020

.21(3) - Consultant observed completed emergency drills as required.

**Safety**

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591-1-1-.05 Animals	N/A
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**Comment**

Center does not keep animals on premises.

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591-1-1-.11 Discipline(CR)	Met
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Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.11(1) - consultant observed appropriate interactions on this date. Staff stated that parents are no longer allowed to verbally or physically discipline children while present in the facility.

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591-1-1-.36 Transportation(CR)	Met
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Correction Deadline: 9/25/2019

Corrected on 1/16/2020

.36(4)(b) - Consultant observed two vans to be clean and well maintained.

<b>Sleeping &amp; Resting Equipment</b>
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591-1-1-.30 Safe Sleeping and Resting Requirements(CR)	Met
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**Comment**

Sleeping/Naps are not required for this program. School age children attend only for after school hours.

<b>Staff Records</b>
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591-1-1-.09 Criminal Records and Comprehensive Background Checks(CR)	Met
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Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.09(1)(c) - Consultant observed Program Staff to have valid Satisfactory Comprehensive Criminal Records Check Determination letters on file as required.

Correction Deadline: 9/24/2019

Corrected on 1/16/2020

.09(1)(j) - Consultant observed completed criminal records checks on this date.

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591-1-1-.14 First Aid & CPR	Met
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Correction Deadline: 10/4/2019

Corrected on 1/16/2020

.14(3) - Consultant observed completed first aid kit on this date.

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591-1-1-.33 Staff Training	Met
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Correction Deadline: 9/27/2019

Corrected on 1/16/2020

.33(1) - Consultant observed staff to have completed orientation training as required.

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591-1-1-.31 Staff(CR)	Met
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**Comment**

Staff observed to be compliant with applicable laws and regulations.

<b>Staffing and Supervision</b>
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<b>591-1-1-.32 Staff:Child Ratios and Group Size(CR)</b>	<b>Met</b>
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**Comment**

Center observed to maintain appropriate staff:child ratios.

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<b>591-1-1-.32 Supervision(CR)</b>	<b>Met</b>
------------------------------------	------------

**Comment**

Adequate supervision observed on this date.





**Bright from the Start Georgia Department of Early Care and Learning**  
**2 Martin Luther King Jr. Drive SE, 670 East Tower**  
**Atlanta, GA 30334**  
 Phone: (404) 657-5562 WWW.DECAL.GA.GOV

### Compliance and Enforcement Determination Worksheet

**Date:** 1/16/2020    **VisitType:** Monitoring Visit    **Arrival:** 3:45 PM    **Departure:** 4:45 PM

**CCLC-46270**

**Mental Fitness @ The Fairburn Youth Center**

149 S.W. Broad Street Fairburn, GA 30213 Fulton County  
 (678) 938-7208 jc@mentalfitnessatl.org

**Regional Consultant**

Michelle Smith

Phone: (404) 478-8183

Fax:

michelle.smith@dec.al.ga.gov

**Mailing Address**  
 Same

#### Repeat Rule Violations

Repeat Rule	Severity on Current Visit	#Times of Rule Cited	Points for # of Times Cited (Points Calculation #1)	Highest Severity Level (12 mos)	Points for Highest Severity Level (Points Calculation #2)
		Total Points for Times Cited:	0	Total Points for Severity Level:	

#### Points for Prior Class C/D Rule Violations

Date	VisitType	CDRepeat Rule	Points For Highest Severity Level (Points Calculation #3)
		Total Points for Severity Level:	0

#### Points Total

#1 - Repeat Violation Points:	0
#2 - Repeat Violation - Highest Severity:	0
#3 - Prior Visit - Class C or Class D Violations:	0
<b>Total:</b>	<b>0</b>

#### REPEAT VIOLATION POINTS CALCULATION

<i>(1) Repeat Violation Points assigned for any core and non-core rule(s) cited on the current visit AND cited on visit(s) during prior 12 months:</i>	<i>(2) For each Repeat Violation, assign points based on the highest severity level assigned for that rule during prior 12 months:</i>
1st Violation of a Rule within 12 Months = 0	Non-Core Rule Violation = 0
2nd Violation of Same Rule within 12 Months = 1	Level A Low Core Rule Violation = 1
3rd Violation of Same Rule within 12 Months = 2	Level B Medium Core Rule Violation = 2
4th Violation of Same Rule within 12 Months = 3	Level C High Core Rule Violation = 3
For each subsequent Violation of Same Rule within 12 Months, one additional point is accrued	Level D Extreme Core Rule Violation = 4

#### ADDITIONAL POINTS FOR SERIOUS INCIDENT/INJURY VIOLATION

**(3) Assign points for each PRIOR visit when there are any Class C (High) or Class D (Extreme) violations on the current visit AND any Class C (High) or Class D (Extreme) violations cited on visit(s) during prior 12 months regardless of whether or not there are any repeat violations during the current visit:**

Each Prior Visit with Class C/Class D Rule Violation = 2

### Violation Class Determination

(1) Are there any violations on the current visit? No

Because there are no rule violations on this date, the visit does not enter the chart and is in Good Standing.

(2) Are there any repeat violations on the current visit? No

(3) Is there a High or Extreme on the current visit? No

(4) Is there a High or Extreme citation within repeat rules? No

**As of this visit:**

Violation Class:	N/A	Enforcement Box:	N/A	Total Points:	0
Violation Level:	N/A	Compliance Zone:	N/A		

#### **How to select violation class:**

- **Select Class A (Low)** if there is at least one rule violation on the current visit, but there are NO Repeat Rule violations, OR there are only NON-CORE Repeat Rule violations, AND there are NO Class C (High) or Class D (Extreme) violations on the current visit
- **Select Class A (Low) or Class B (Medium)** based on the highest severity on the current visit within any REPEAT rule violation(s) if there are NO Class C (High) or Class D (Extreme) violations on the current visit, OR within the REPEAT rule violation(s) during prior 12 months
- **Select Class C (High) or Class D (Extreme)** if there is a Class C (High) or Class D (Extreme) violation on the current visit, AND/OR within any REPEAT rule violation(s) during the prior 12 months

V I O L A T I O N  C L A S S	VIOLATION HISTORY LEVEL				
	Incident results in or could result in:	I 0 Points	II 1-3 Points	III 4-9 Points	IV 10 + Points
	<b>D</b> • Extreme Harm • Imminent Danger	D I3 - C (D)			
	<b>C</b> • High Harm	CI I1 - I2 (GS)	CII I1 - I3 (S)	CIII I2 - C (D)	CIV I3 - C (D)
	<b>B</b> • Medium Harm	BI N/A ** (GS)	BII P2 - P3 (GS)	BIII I1 - I2 (S)	BIV I2 - C (D)
	<b>A</b> • Low Harm	AI P1 - P2 (GS)	AII P1 - P3 (GS)	AIII P2-P3 (GS)	AIV I1 - I2 (S)

**\*\*Based on Rules for assigning Violation Class, it is not possible to have zero points and be at Violation Class B**

#### **Compliance Zones:**

**Good Standing (GS)** - Program is demonstrating an acceptable level of performance in meeting the rules. (AI, AII, AIII, BI, BII, CI)

**Support (S)** - Program performance is demonstrating a need for improvement in meeting the rules. (AIV, BIII, CII)

**Deficient (D)** - Program is not demonstrating an acceptable level of performance in meeting the rules. (BIV, CIII, CIV, D)

ENFORCEMENT CATEGORIES, LEVELS, AND ACTIONS		
<i>PREVENTION CATEGORY (P)</i>	<i>INTERMEDIATE CATEGORY (I) (Includes Prevention Actions)</i>	<i>CLOSURE CATEGORY (C)</i>
<b>Prevention Level 1 (P1)</b>	<b>Intermediate Level 1 (I1)</b>	Suspension of License (More than 1 week)
Technical Assistance	Fine	Revocation of License
<b>Prevention Level 2 (P2)</b>	<b>Intermediate Level 2 (I2)</b>	Emergency Closure (Imminent Harm)
Citation	Per Rule Fine	
<b>Prevention Level 3 (P3)</b>	Per Day Fine	
Formal Notice Letter	<b>Intermediate Level 3 (I3)</b>	
Office Conference	Fine and Restriction	
	Restricted License	
	Restricted License & Per Rule/Per Day Fine	
	Emergency Monitor & Per Rule/Per Day Fine	
	Short-term Suspension (Less than 1 week)	

Courtney Worford, Program Official

Date

Michelle Smith , Consultant

Date





City of Fairburn  
Mayor and Council Meeting Minutes  
February 10, 2020  
7:00 pm @ City Hall

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro-Tem Ulysses J. Smallwood  
The Honorable Alex Heath  
The Honorable Hattie Portis-Jones

The Honorable Linda J. Davis  
The Honorable Pat Pallend  
The Honorable James Whitmore

The attendance of Council constituted a quorum and the meeting proceeded.

- III. The invocation was rendered by Pastor Deris Coto of First Baptist Church.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentations:  
Mayor Carr-Hurst executed the Oath of Office to the City of Fairburn's seven new Firefighters: Malik Green, Chaz Latson, Cody Martin, Jayen Pettway, DaVeena Pinkney, Gregory Pulliam, and Khari Williams II.
- VI. Public Comments:
  1. Dr. Sondra Wright introduced herself and stated that she is a candidate for the Fulton County Board of Education District 4.
- VII. Adoption of the Council Agenda. Motion to approve the Council Agenda was made by Mayor Pro-Tem Smallwood and the second was provided by Councilwoman Davis.  
Vote: 6-0: Motion Carried.
- VIII. Adoption of Consent Agenda Items: Agenda Items #4, #5, #6, #7 and #8 were moved to the Consent Agenda. Motion to approve the Consent Agenda items was made by Councilman Heath and the second was provided by Councilman Whitmore.  
Vote (6-0) Motion Carried.

*The Consent Agenda items were:*

**Office of the Mayor**

For Mayor and Council to approve reappointment of individual appointees to the City of Fairburn Ethics Boards for re-elected Councilmembers: Linda J. Davis, Pat Pallend, and James Whitmore.

**Mayor Carr-Hurst**

**Community Development/Public Works**

Approval of Contract Award with Southeastern Engineering for Traffic Signal Warrant.

**Mr. Lester Thompson**

**Property Management****Mr. Harvey Stokes**

Georgia State Minimum Standard Codes Adoption. For Mayor and Council to adopt Building Construction Codes for enforcement.

**Utilities Department****Mr. Steven Jackson**

Pump Station Generator and Automatic Transfer Switch (Shaw Drive). For Mayor and Council to approve a Pump Station Generator and Automatic Transfer switch at Shaw Drive.

**Utilities Department****Mr. Steven Jackson**

St. John's Crossing Subdivision Sewer Replacement Awarded to Crawford Grading and Piping, Inc. For Mayor and Council to approve St. John's Crossing Subdivision Sewer Replacement to be awarded to Crawford Grading and Piping, Inc. in the amount of \$71,250.

- IX. Adoption of the City Council Meeting and Executive Session Minutes from January 27, 2020 was presented and approved. Motion to approve the Council Meeting and Executive Session Minutes was made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

- X. Public Hearing: There was no public hearing.

- XI. Agenda Items:

**1. Human Resources****Ms. Karen Larkin**

Group Health Insurance with United Healthcare. For Mayor and Council to approve the alternate United Healthcare plan BN-91 w/Rx UG. With this change, the City would stand to reduce the renewal increase by over \$160,000 for the upcoming plan year compared to renewing as-is. The new plan would result in several benefit changes, including: reducing the in-network out-of-pocket maximum from \$6,000 to \$5,000; increasing the employees coinsurance from 0% to 20%; removing the emergency room copay and making emergency room visits subject to the deductible and coinsurance; removing the inpatient per-occurrence deductible at designated network hospitals; reducing the inpatient per-occurrence deductible at network hospitals from \$1,000 to \$500; and reducing out-of-network benefits. Ms. Karen Larkin recommended that the City makes changes to the benefit plans with the current provider (United Healthcare) to help reduce costs and encourage better consumerism of healthcare by covered employees and dependents. United Healthcare proposed an as-is renewal increase of 18.4% and is offering an additional discount of 1.5% if the City makes recommended changes to the current benefits. Ms. Larkin, BKS Partners, recommends that the City make these changes, which would result in a final overall increase of 8.2%. Motion to approve the alternate Group Insurance with United Healthcare plan BN-91 w/Rx UG was made by Councilman Pallend and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 5-1: Motion Carried.

*Councilwoman Portis-Jones voted against the motion.*

**2. Human Resources**

**Ms. Karen Larkin**

Group Dental, Vision Insurance and FSA Contracts. For Mayor and Council to approve renewing the Dental and Vision coverage with United Healthcare as-is for the City's sole 2020-2021 plan year Dental/Vision insurance offering, and to continue with Admin America as the FSA Administrator at the IRS allowed maximum. Ms. Karen Larkin explained that United Healthcare Dental rates included a 2-year rate guarantee and 3-year rate guarantee for Vision coverage, so the rates will not change. Motion to approve the Group Dental, Vision Insurance and FSA Contracts made by Councilman Whitmore and the second was provided by Councilman Pallend.

Vote: 6-0: Motion Carried.

**3. Human Resources**

**Ms. Karen Larkin**

Health Insurance Deductible Reimbursement for the 2020-2021 Plan Year. For Mayor and Council to approve a 100% "reimbursement" of in-network deductibles expense incurred for medical claims and zero percent for out-of-network claims. Motion to approve a 100% "reimbursement" of in-network deductible expense incurred for medical claims and zero percent for out-of-network claims made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 6-0: Motion Carried.

**4. Utilities Department**

**Mr. Steven Jackson**

Task Order #134 B with Integrated Science & Engineering for 2020-2021 NPDES Phase I Compliance Activities for Mayor and Council to approve Task Order in the amount of \$30,000. Motion to approve Task Order #134 B with Integrated Science & Engineering was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

**5. Utilities Department**

**Mr. Steven Jackson**

Storm Drain Pipeline Installed between Waterboy Road and Mary Erna Drive by Crawford Grading & Piping, Inc. For Mayor and Council to approve Storm Drain Pipeline in the amount of \$42,175. Motion to approve the storm drain pipeline installation by Crawford Grading & Pipeline, Inc. was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

**6. Utilities Department**

**Mr. Steven Jackson**

For Mayor and Council to approve the Private Decentralized Wastewater Systems Ordinance. Ms. Hope Larisey, Integrated Science, explained that this ordinance is regarding the prohibition of private decentralized wastewater treatment systems or provision of technical specifications for these systems. Motion to approve the Private Decentralized Wastewater Systems Ordinance was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

**7. Utilities Department**

**Mr. Steven Jackson**

For Mayor and Council to approve the New Conveyor Carwash Recycled Water Systems Ordinance. Ms. Hope Larisey explained that this ordinance requires all new conveyor car washes to install operational recycled water systems. Motion to approve the New Conveyor Carwash Recycled Water Systems Ordinance was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.



## **8. Utilities Department**

**Mr. Steven Jackson**

For Mayor and Council to approve a Memorandum of Agreement with the Metropolitan North Georgia Water Planning District to continue participation in the district wide Toilet Rebate Program in an amount not to exceed \$2,500. Motion to approve the Toilet Rebate Program with the Metropolitan North Georgia Water Planning District was made by Mayor Pro-Tem Smallwood and the second was provide by Councilwoman Davis.

Vote: 6-0: Motion Carried.

- XII. Council Comments:  
Mayor and Council had no comment.

- XIII. Executive Session: At 7:30 p.m. a motion to enter executive session for real estate was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

At 8:15 p.m. a motion to reconvene the open Regular Meeting was made by Councilman Health and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

- XIV. Adjournment: At 8:16 p.m., with no further business of the City of Fairburn the Motion to adjourn was made by Councilwoman Davis and the second was provided by Councilman Health.

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Arika Birdsong-Miller, City Clerk

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Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPOINTMENTS TO THE ART ADVISORY COUNCIL**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      (X) OTHER

**Submitted: 02/18/2020**

**Workshop: 02/24/2020**

**Council Meeting: 02/24/2020**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** N/A

**PUBLIC HEARING:** ( ) Yes      (X) No

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**PURPOSE:** For Council to approve seven (7) appointments to the newly created Fairburn Art Advisory Council as follows:

1. Anatavia Benson, *Production Manager, Simply Tiffany Soul*
2. Jackie Dolsey, *Owner, South Fulton Dance Studios*
3. Hannah Finely, *Artist*
4. Jean Patrick Guichard, *Art Collector & Curator, Guichard Solutions*
5. Angela Jones, *CEO & Managing Partner, Tired Buffalo Interiors*
6. Janet Reed, *Publicity Volunteer, Southside Theater Guild*
7. Michael Saweck, *Fine Arts Teacher, Langston Hughes High School*

**HISTORY:** The Creative Placemaking Strategy, which was completed in April 2019 recommends reconvening the Steering Committee as the Fairburn Arts Council. The Arts Council will represent the community and work with City staff and elected officials to plan and execute art initiatives as well as advocate for arts and culture in Fairburn. The Art Advisory Council ordinance was adopted by City Council on October 28, 2019.

**FACTS AND ISSUES:** The City of Fairburn Art Advisory Council's purpose is to provide strategic input and recommendations to the Mayor, Council and City Staff on matters pertaining to art in the City of Fairburn.

The Fairburn Art Advisory Council's objectives are to:

1. Serve as the City's review body for public art projects throughout the City;
2. Provide feedback to Staff on the assessment of current and future needs of art for the purpose of program and facility planning; and

3. Serve as a resource and advocate to/for the City on a wide range of visual and performing arts programing and work with the city to promote arts in the City of Fairburn.


The Art Advisory Council shall consist of seven (7) members having one or more of the following qualifications: a professional in the field of art, landscape architect, urban planning, historian, residential or business citizen of the City of Fairburn. Members will be chosen for their demonstrated background, education and expertise in the arts (i.e. visual, performing, media, literary), art history, art critic, architecture or related professions.

The City of Fairburn Art Advisory Council powers and duties are as follows:

- To review and make recommendations to the Mayor, City Council, and City Staff on all public art projects throughout the City;
- To evaluate the art landscape of Fairburn to identify potential art projects, and provide recommendations on projects, partnerships and programing related to all facets of art; and
- Review options for public arts initiatives, seek grant funding opportunities, advocate and promote the arts in the City of Fairburn.

**RECOMMENDED ACTION:** For the Council to approve seven (7) appointments to the Fairburn Art Advisory Council.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator

# ANATAVIA M. BENSON

605 Birkdale Drive • Fairburn, Georgia 30213 • (470) 338-8859 • [graced4this2@gmail.com](mailto:graced4this2@gmail.com)

## S U M M A R Y

An accomplished and results-driven communications professional, with significant experience in both the government and private sectors. Experience includes print editing, radio and podcast production, scriptwriting, public service announcement (PSA) production and dissemination, training and development, project and people management, customer service, and strategic planning. Continually identifies opportunities to develop, market, and produce publications, productions, and other forms of media. Collaborates with multiple parties to ensure the completion of established objectives. With a solid commitment to excellence, contributes to the long-term success and profitability of production teams and organizations.

## E X P E R I E N C E

SIMPLY TIFFANY SOUL, LLC, Atlanta, Georgia

### **Production Manager & Consultant**

2014-present

Serves as lead stage manager for stage plays, script supervisor and continuity director for film productions, and creative consultant for external productions.

- Creates press releases and marketing materials for various forms of media including radio, web, print, and social media platforms.
- Creative Consultant for the 2020 stage play, *Kharmā*.
- Serves as script editor for The Formula Group's untitled thriller documentary (currently in pre-production).
- Created and edited scripts, press releases, and website content for The Formula Group.
- Edited *The Ambitious Mind* – an educational guide for lifelong success (published in April 2016).
- Edited the website for *Burning Bridges*, a motion picture film (release date: November 13, 2014).

WORLD CHANGERS CHURCH INTERNATIONAL (WCCI), College Park, Georgia

### **Senior Manager/Managing Editor**

2017-2019

Led the Publications Department for Creflo Dollar Ministries (CDM), Taffi Dollar Entities (TDE), and World Changers Church International. Was responsible for editing all transcripts, study notes, partner letters, prayer letters, and books authored by Dr. Creflo Dollar and Pastor Taffi Dollar.

- Managed a team of writers, web writers, editors, proofreaders, and ghostwriters.
- Wrote and edited scripts for the *Changing Your World* broadcast.
- Wrote and edited copy for the WCCI, CDM, and TDE websites.
- Interviewed ministers, speakers, and artists for the upcoming re-launch of the digital magazine, *Change*.

CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC), Atlanta, Georgia

### **Health Communications Specialist**

2007-2011

Served as a communications liaison for the Division of Creative Services (DCS), working to produce and market globally disseminated public health information. This included products requested by the Joint Information Center (JIC), which was responsible for handling all emergency preparedness materials delivered from CDC. Was directly responsible for the production and dissemination of several H1N1 response messages as a member of the H1N1 Emergency Response Team.

Provided program oversight of the CDC/ATSDR clearance process. Advised CIO staff on recommendations to obtain Department clearance, ensuring that guidelines from the Department were followed. Analyzed and evaluated material to determine legitimacy funding requirements. Provided trainings and briefings to facilitate the clearance process.

Served CDC as a member of the CDC Podcast Production Team. Collaborated with CDC Associate Directors of Communication Science to create, produce, and promote globally disseminated public health audio and video podcasts. This job included identifying and/or assessing the public health informational need (i.e. story identification); creating and editing scripts; translating scientific publications – including the Morbidity and Mortality Weekly Report and the Journal of Emerging Infectious Diseases – into 30-second, 45-second, or one minute podcast scripts, radio Public Service Announcements (PSAs), or video PSAs; serving as on-air voice talent; scheduling and coaching additional voice talent; overseeing Section 508 compliance activities; overseeing the clearance process; quality assurance activities; and posting podcasts, which were downloaded weekly, to the Internet.

Served as a Junior Customer Account Executive within the Client Services (CS) Branch, promoting the use of performance management and associated tools to protect and promote public health and advance CCHIS, NCHM, and DCS Strategic Priorities.

Served as the Co-Chair of the CDC Racism and Health Workgroup (RAHW). Duties included coordinating and overseeing the activities of the standing committees that created, edited, and published scientific reports, surveys, publications, policy recommendations, and digests. Prepared and submitted the annual report to the CDC Excellence in Science Committee.

#### Health Communications Assistant

2001-2006

2007-2011

Coordinated the process of translating scientific information into practical media and material. Created and edited various departmental, national, and international public health presentations. Provided assistance in program operations and communication management. Trained CDC communications staff on telecommunications equipment; ensured that all members were prepared for live CDC satellite broadcast productions and press room activities. As an on-air podcast host delivered CDC public health messages (including emergency response, breast cancer awareness, and diabetes). Served as in-house voice and video talent for Public Health Training Network (PHTN) productions.

Served on the RAHW Communication and Dissemination Standing Committee, facilitating the sharing of information on racism and health and on anti-racism interventions to the larger community at CDC/ATSDR and beyond (including directly to local communities and the general public). Co-sponsored and facilitated discussions on CDC's working definition of health equity. Developed and maintained mechanisms for information sharing and communication (including the maintenance of a webpage; design of translational publications for the general public; development of tool kits for local communities; design of materials in support of a National Conversation on Racism; archiving of reports, publications, and media produced by the organization; and the establishment and coordination of a Speakers Bureau on racism and health).

Served as Team Lead on the 2006 CCHIS Management and Business Services Project (MBSP) to assess then current business services and develop an improved business services delivery model. Led team members from the CCHIS Centers and CDC Business Services Organizations to issue identification and solution design, and helped enable an end-to-end assessment of business services processes. This contributed to a comprehensive analysis of current operations, potential solutions, anticipated costs, likely benefits, and risks associated with their implementation. The end result was an organizational solution that resulted in a 20% reduction in the cost of CCHIS and NCHM business services and a 30% reduction in the cost of DCS business services while retaining all DCS staff members.

Served on the 2001 DMTS Anthrax Preparedness Committee, developing the panel and faculty list; editing emergency broadcast scripts; co-creating video opening packages; and securing transcript packages.

Evaluated CDC/ATSDR publications, campaigns, and AV materials for Department clearance. Maintained contact with all CIOs submitting clearance requests and responded to all clearance-related inquiries. Updated the hard copy versions of the clearance website and submitted recommendations for webpage revisions.

Developed standard operating procedures for DCS OD administrative activities (e.g. training, procurement, customer service). Trained DCS staff on communication, operation, and administrative SOPs. Evaluated and revised DCS SOPs, quarterly. Procured goods and services using IMPAC (VISA) and the Integrated Contracts Expert (ICE) system. Trained all DCS staff involved with timekeeping and/or procurement functions.

#### ADDITIONAL EXPERIENCE

HARVARD STUDENT AGENCIES, Cambridge, Massachusetts

##### Student Employee/Researcher

1993-1998

Served as on-campus voice-over talent and assisted Harvard-Radcliffe Television (HRTV) producers and editors, gaining knowledge in editing and filmmaking. Researched and catalogued over 10,000 African-American articles and editorials for the Harvard University Black Periodical Literature Project.

#### EDUCATION

HARVARD UNIVERSITY, Cambridge, Massachusetts, B.A., English & American Literature & Language, 1998

**C O M P U T E R   S K I L L S / J O B - R E L A T E D   T R A I N I N G**

Microsoft Office Suite, Apple iWork, Basecamp, American Sign Language I, Spanish I & II, French I – V, CDC Project Management, & CDC Records Management





Jacqueline Dolsey was born in Detroit, Michigan but raised in Altadena, California where she attended John Muir Performing Arts school and found her love for dance and musical theater. Then she later attended Ashford University to receive her BA Degree in Organizational Management.

Jacqueline is one of the proud owners of South Fulton Studios LLC, a mother-daughter owned business, started in 2015. South Fulton Studios is a Performing Arts School that is a premier home for diverse performing arts programming and education, collaborating with artists, organizations, schools, and the community to encourage the creation, appreciation, and understanding of the arts. She seeks to nurture a vibrant arts community, foster artistic excellence and bring people together for powerful shared experiences that inspire a creative exchange of ideas. She strongly believes everyone can "Dance their dreams to reality."

Her business serves communities in the South Fulton area. Some of the businesses, schools and organizations are Harvest Rain Academy, Gems Learning Center, Academy of Union City, Living Hope Christian Fellowship, Open Word Church and partnership with TriCities HS Dance Magnet Program.

Before devoting her work to South Fulton Studios as owner and director she was a program manager of South Fulton Learning Center. She also helped create Leapfrog Early Learning Academy as well as leading the academy through NAEYC Accreditation and created connections through Fulton County Schools.

She served on the Airport Area Kiwanis Club 2011-2014 as Board of Directors as well as chair for the Annual Art and Music Talent Showcase. A competition that provides the opportunity for talented South Fulton students to display art and perform in an exciting showcase where the students received certificates, trophies, awards, and scholarships in recognition for their talents. The winners moved on to Georgia District Showcase in Carrollton Georgia which provides \$15, 000 in educational scholarships.

**Hannah Finley**  
6775 Virlyn B. Smith Road  
Fairburn, GA 30213  
(770) 851-8528  
hannahisart@gmail.com

My name is Hannah Finley. My husband and I, who is also an artist, purchased our first home together in Fairburn in May 2019. For the entirety of my life I've been attracted to the arts, and now for more than a decade I've pursued the arts in a professional capacity. As a South Metro Atlanta native and lifelong resident, I have immersed myself in the local arts communities, becoming intimately familiar with the styles and talents born of this area. As a newcomer to the City of Fairburn, I am thrilled to see the arts receive focus and a position of importance in our community. I have spent the last 2 years traveling frequently up and down the east coast exploring new artists, styles and trends respective to different areas. It has expanded my mind as an artist and has also given me a unique opportunity to bring that which appeals to me most home to my community, and is a way to bring new styles and techniques to the people here while spreading the word of this new landing spots for creative energy.

I aim to help create a welcoming, accessible environment for all who want to create and enjoy the arts. My freelance career with a specialty in portraiture began in 2007 after a childhood of observing and learning from my wildly talented aunt and mother, Ginga Smithfield, a portrait artist, and Lynn Tolbert, successful local business owner. These influences have sent me on to a create hundreds of personal artworks for clients, advertisements for local businesses, and personal works of art in various mediums. My future plans include operating a creative space in Fairburn to engage the general public and attract other creators to the area.

## **Jean-Patrick Guichard Bio**

Jean-Patrick Guichard was born in Brooklyn, New York but raised in Guinea, West Africa. His love of art has been cultivated by his many travels within sub-Sahara Africa including Senegal, Côte d'Ivoire, Ghana and Congo-Brazzaville and Kinshasa.

[L]  
SEP

Mr. Guichard has worked for various for profit and non-profit organizations as a program manager on natural resources management, childhood survival, conflict resolutions, international visitors exchange, and information technology programs. These positions broadened further his continued travel through sub-Sahara Africa.

As a graduate of San Francisco State University with a degree in Black Studies, Mr. Guichard has solidified his love for African art. On founding Guichard Solutions, LLC, he has opted on programming young African artists and their American counterparts to a «cultural experience» that can bridge any divide between Africa and the diaspora.

Using exhibits, business skills workshops and related exchanges under its "Education through Human Development in the Arts" program, he has helped young African artists to better market their works in their home environments and abroad. The typical young African artists presented by Guichard Solutions will have broadened their outlooks because of their introduction to the U.S. and the exchange opportunities afforded.

Mr. Guichard has recently moved to Atlanta, GA area where he has continued his art exchange program, bringing artists from the continent. Since his settling in Atlanta, he has hosted monthly dinners at his house themed "Art & the Senses". This dinner series brings a full sensory experience with the sights, sounds and taste of Africa and its impact on contemporary culture through art, food, discussion and commerce.

Mr. Guichard continues to foster artistic, cultural and academic understanding and exchanges between young African artists and their American counterparts.

**Jean-Patrick Guichard**  
316 Pennant Lane, Fairburn, GA 30213  
Email: [jeanpguichard@gmail.com](mailto:jeanpguichard@gmail.com)  
Mobile: (202) 257-2734

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### **Summary of Qualifications**

Multi-talented administrator/manager in government agency and private sector. Over twenty years of project management experience in both the international and domestic fields. Provide leadership and advice to project team. Proposal development and coordination. Conceptualized, designed and implemented projects and financial procedures. Monitored and evaluated international development projects. Strategic planning. Change communication. Multi-lingual. Work experience in Senegal, Mali, Niger, Nigeria, Ethiopia, Kenya, Burundi, Congo, South Africa, Uganda, Tanzania and Malawi. Additional qualifications include six years digital technology and computer software experience in film editing, camera footage, special effects, and storyboard.

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### **Professional Experience**

#### **GUICHARD SOLUTIONS, LLC**

**January 2012-Present**

##### **Consultant**

- ❖ Assist organizations, non-governmental organizations with project management, monitoring and evaluation, as well as assistance with standard operation procedures.
- ❖ Foster exchanges between young African artists and USA based artists
- ❖ Conceptualize, curate art exhibits
- ❖ Film interviews with artist and authors
- ❖ Collaborate with select African TV station to film and document exhibits and events
- ❖ Facilitate workshops and training for artists at universities and galleries

##### **African Men For Sexual Health And Rights (Amsher)**

##### **Assistant Project Direct**

**February 2013 - September 2013**

- ❖ Travelled to South Africa, Zambia, Zimbabwe, Uganda, Burundi, Kenya, Cameroon and Nigeria to film The Voices documentary
- ❖ Responsible for assembling recorded raw material into a finished product. The material includes camera footage, dialogue, sound effects, graphics and special effects.
- ❖ Digitally cutting the files to put together the sequence of the film and deciding what is usable;
- ❖ Creating a 'rough cut' (or assembly edit) of the program/film and determining the exact cutting for the next and final stages;
- ❖ Reordering and tweaking the content to ensure the logical sequencing and smooth running of the film/video.
- ❖ Transcribed all footage to have written version for a book
- ❖ Conceptualized and developed coffee table book to accompany The Voices documentary
- ❖ Edit documentary, translated French to English interview and wrote French subtitles
- ❖ Submitted weekly progress and financial report
- ❖ Wrote and submitted final project report.



## **DKW COMMUNICATIONS, INC., Washington, DC**

### **Project Manager**

#### **GSA Automated Guidance and Directives System**

**October 2004 – December 2011**

*Provided leadership and advice to the project team and ensured that daily task activity reflect the highest GSA/PBS standards and expectations. Also responsible for budgeting, assignment of personnel, supervision and performance monitoring, as well as making decision concerning project activities, and serving as a single point of contact for the GSA/PBS COTR, and controlling assigned resources.*

- ❖ Directed task leaders in coordination and implementation of specified contract activities, monitored the work of contract team members and provided constructive feedback on performance aimed at fostering improvement;
- ❖ Fostered a team approach to contract activities, involving all staff to the fullest extent possible in communication and decision making; periodically assessed team effectiveness and member satisfaction;
- ❖ Supervised and evaluated website development as well as Automated Guidance Directive System. Advised PBS on current computer hardware and software to improve efficiency. Evaluated software and hardware compatibility between GSA/PBS and DKW and made recommendations for system improvement and/or elimination of potential problem.
- ❖ Conducted regular reviews and analysis of project expenditures, resource requirements, staffing patterns, and staffing requirements; monitored project progress and expenditures and submitted required reports and vouchers on time;
- ❖ Maintained regular and effective communication with DKW project managers and other DKW officials. Planned and conduct two contract up-date meetings annually jointly with other DKW project managers.
- ❖ Served as project liaison with GSA/PBS; determined client requirements and scope of work; planned and executed project requirements; and assigned and redirected team members to meet assigned tasks and deadlines.
- ❖ Managed daily activities of team members and monitored performance; maintained quality assurance and quality control systems; reviewed project deliverables; conducted problem solving and resource management effectively; and reviewed performance to ensure adherence to project schedule, budgets and prepare monthly and quarterly reports.

### **Program Manager**

#### **International Studies Partnership Program**

**March 2003 – October 2004**

*Conceptualized, designed and implemented the International Studies Partnership Program, specifically in the Democratic Republic of Congo, Nigeria, Mali, South Africa, and Swaziland funded by the Education for Democracy Development Initiative. This program succeeded in bridging the digital divide by linking six schools in Africa to six schools in the U.S.*

- ❖ Planned and coordinated program activities with schools in the US, Africa and United States Agency for International Development. Organized country-specific orientation programs and pre-departure briefings for technical staff, school administrators and students participating in the International Studies Partnership Program.

- ❖ Advised program/technical staff on program, technical, logistical and administrative details for fieldwork, including the building of computer labs in the African schools. Prepared Program Guidelines and Sustainability Plan for presentation to all participants of the International Studies Partnership program.
- ❖ Traveled to participating country to work with cooperating schools in the coordination of the exchange program activities, and the development of a joint curriculum. Traveled to participating countries to monitor and evaluate computer labs construction. Presented Community Asset Mapping as a sustainability tool for the computer labs. Traveled to participating schools in the US to monitor program activities and perform sight visits.
- ❖ Served as guide and interpreter for African school officials visiting the US, and traveled to Africa with US participants to server as interpreter as well. Wrote detailed analytical and evaluative weekly status reports. Prepared briefings and educational materials, resource documents and other documents necessary for effective implementation of the projects. Translated all documents into French for francophone participants.

## **LEAGUE OF WOMEN VOTERS, WASHINGTON, DC**

**Manager, International Relations,**

**September 1999 – December 2002**

*Conceptualized, developed, implemented and monitored a six phase, \$1.1 million project on Women Power in Politics: Building Grassroots Democracy in Africa, specifically Ethiopia, Kenya, Uganda, Tanzania, Zambia, Zimbabwe, Nigeria and Ghana. This program succeeded in identifying and training a corps of politically savvy African women able to design and undertake grassroots democratization programs in their countries.*

- ❖ Approved, administered and monitored grassroots workshops, internships, partnership training programs, and legal advocacy for seventy-two (72) African women from the eight (8) African countries. Prepared annual and quarterly budget reports for the funding of each phase of the project.
- ❖ Planned and coordinated program activities with national League offices, local African non-governmental organizations (NGOs) and Public Affairs Section of U.S. Embassies. Organized country-specific orientation programs and pre-departure briefings for League personnel responsible for leading workshops in Africa.
- ❖ Traveled to each participating country to interview and approve African applicants for internship program, to work with cooperating organizations in the coordination of the grassroots workshops in Africa and to evaluate the in-country seed grants programs. Traveled to each League City to evaluate internship program.
- ❖ Wrote detailed analytical and evaluative reports at the end of each phase. Prepared briefings, reports, proposals, training and educational materials, resource documents and other documents necessary for effective implementation of the projects.



## **ACADEMY FOR EDUCATIONAL DEVELOPMENT, Washington, DC**

### **LINKAGES PROJECT, Program Associate**

**February 1999- September 1999**

*Designed and implemented a system to coordinate all LINKAGES-funded programs in Africa, specifically Togo, Burkina Faso, Zambia, Madagascar, Uganda, Tanzania, Ghana, and countries in the greater horn of Africa. Systems developed allowed program and technical staff to project and focus on all aspects of the projects in each country, thereby assuring the timely management of each individual project and avoiding budget overruns.*

- ❖ Prepared country plans, scope of work reports for technical and program oversight visits, annual work-plans and budgets for programs in each specific country. Prepared quarterly and annual pipeline reporting system, models for budget accruals and level of effort analyses for appropriate USAID missions, as well as progress reports on key indicators and result frameworks.
- ❖ Advised program/technical staff on program, technical, logistical and administrative details for fieldwork, including workshops and conferences. Prepared Power Point materials for presentation to a variety of audiences including USAID, other cooperating agencies, donors and NGOs.
- ❖ Developed a system to project periodic staff travel and the fielding of consultants to various countries, for the purposes of advance preparation, monitoring, and subsequent follow-up.

## **MANAGEMENT SCIENCES FOR HEALTH, Arlington Virginia**

### **BASICS PROJECT, Program Associate**

**August 1996 – February 1999**

*Administered and supervised a multi-million dollar development projects for three francophone West African Regional program, and the Senegal, Mali, Guinea and Niger programs. Prepared technical directives and activity budgets, task assignments and consultant agreements, and coordinated all international travel to assure compliance with USAID travel regulations. Projected annual budgets and time lines for the Niger and Mali country programs.*

- ❖ Prepared quarterly and annual pipeline reports, budget accruals and level of effort analysis for appropriate USAID missions, as well as progress reports on key indicators and result frameworks. Evaluated accuracy of monthly field accounts for regional office in Senegal and field office in Niger and Mali, including training of field offices in BASICS' financial reporting system.
- ❖ Supervised on-site the establishment of the field office in Niger and Mali, as well as developing financial and administrative systems for the offices in Niger and Mali and the regional office in Senegal. Provided administrative support and review of field office general operations, local staff personnel procedures, and contractual requirements.
- ❖ Prepared country and issue-specific information packets for consultants and staff, including assuring the correct translation, editing. Served as primary liaison with the country advisors and field staff to provide effective support.

## **AFRICAN DEVELOPMENT FOUNDATION, Washington, DC**

### **Grants Analyst**

**February 1994 – February 1996**

*Developed, monitored and evaluated a \$5 million portfolio of approximately 43 grassroots development projects in three countries: Uganda, Tanzania, and Zambia. My administration of this program during which I made annual on-site evaluation and monitoring visits, resulted in 35 fully functioning and profit-making projects that have created additional employment in these countries.*

- ❖ Conceptualized and instituted participatory methodology in program design, monitoring and evaluation. Developed and presented concept project papers, including cash flow analyses.
- ❖ Analyzed incoming proposals for sustainability and conformity to funding criteria and regional strategy, using personal knowledge and understanding of the political, social, and economic conditions of host countries.
- ❖ Monitored project financial and activity reports as they related to the projects goals and objectives. Corresponded regularly with Country Liaison Officers delegating tasks to field personnel. Prepared disbursement authorization memoranda, grant budgets, budget amendments, shifts, and projections.

## **CHEMONICS INTERNATIONAL, Washington, DC**

### **Project Assistant**

**August 1991 – November 1993**

- ❖ Provided administrative support to three multi-million dollar projects on natural resources management in Botswana (wildlife), Guinea (watershed management) and Mali (democratic policy reform) which entailed: recruiting long-term expatriate project field personnel; developing and maintaining project budgets, authoring reports and translating documents (English-French, French-English); and developing and maintaining related information systems.

### **US-Guinea Business Alliance Administrator**

- ❖ Using in-depth knowledge based on 18 years experience in country provided on-site and backup administrative and facilitative support to the joint investment project between American and Guinean business sectors.

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## **Education**

San Francisco State University,      B.A. Black Studies

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## **Foreign Languages**

Fluent French, conversational Spanish and German.

In-depth knowledge of four African languages: Susu, Fulani, Malinke, and Wolof.

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## **Other Skills**

Computer program: Microsoft Word, Excel, Project, Access, Desktop Publishing, PowerPoint; InDesign, Final Cut Pro X, Adobe Photoshop, Graphic Design, Video Camera Operator, Screen Writer, Story board, Photography, Non-linear video editing, wireless LAN.

**Angela Jones**  
CEO and Managing Partner – Tired Buffalo Interiors  
63 Cole St Fairburn GA 30213  
770-289-4557  
asjoneswolfpack@hotmail.com

Angela is the CEO of Tired Buffalo which is an interior and furnishing company based in Sharpsburg with an additional location planned in Savannah. Angela has years of interior and furnishings experience as well as volunteer work. She brings a wealth of organization knowledge as she has served on the board of multiple charitable programs, including Newnan's Distinguished Young Women scholarship program.

Angela is a graduate of North Carolina State University and holds a Bachelor of Science degree in Mathematics Education. She has worked in both the technology sector and was a long time educator focused on STEM. She understands the importance of Art and Culture as being critical to the success of any city in the metropolitan area.

Additionally, Angela brings over 14 years of experience in the entertainment business. She deeply understands the inner workings of "HOLLYWOOD" and has traveled the world on sets of many blockbuster films.

Angela and her family moved to downtown Fairburn 4 years ago and she is passionate about expanding the ARTS in Fairburn. This would not only make Fairburn a better place for its residents but has the potential to bring a great economic impact to the area.





# JANET REED

150 Oxford Lane  
Fayetteville, GA 30215  
770-713-7767  
[injanetsplanet@att.net](mailto:injanetsplanet@att.net)

## EDUCATION

Bass High School in Atlanta, GA 1974 Graduated  
Georgia State University, Atlanta, GA Associate Degree in Accounting 1978 Graduated

## WORK HISTORY

1985-1993 Office Manager, Jennings, Ryan & Kolb (Financial Consultants in the Healthcare Field)  
1994-1999 Account Manager, Intrepid Creative Execution (Marketing Firm)

Married in 1999 and relocated to Fayetteville, GA

## VOLUNTEER

2009-2016 American Cancer Society Chairperson for BARK FOR LIFE  
As chairperson for this event for 7 years, raised event contributions from \$4,000 in it's first year (2009) to \$40,000 in 2016.  
  
2015 American Cancer Society Chairperson for CATTLE BARON'S BALL (\$245,000 raised)

## THEATER

Steel Magnolias (Truvy), Angel Street (Bella), The Glass Menagerie (Amanda Wingfield), Blythe Spirit (Elvira),  
Witness For The Prosecution (Romaine),  
Anne of Green Gables (Rachel Lynn), All My Sons (Kate Keller) – MAT Award for Best Actress, The Dining Room  
(Various Characters), The Cemetery Club, Dr. Jekyll and Mr. Hyde (Various Characters), One Flew Over the Cuckoo's  
Nest (Nurse Ratched)

## PROFESSIONAL TRAINING

1992- 1995: Alliance Theater for the Arts, Acting Process I & II, various workshops and seminars (Building A Character,  
Voice & Body, Perfecting an Audition, The Business of Acting, etc.)

## Michael Saweck

1787 Graystone Drive  
Hampton, GA 30228  
770.707.0144  
13saweck13@gmail.com

### EDUCATION

- Bachelor of Fine Arts *College for Creative Studies* Detroit MI
- Georgia Teacher Certification *Georgia State University* Atlanta GA
- Master of Arts in Liberal Studies *Clayton State University* Morrow GA

### WORK

Art Teacher Fulton County Schools

- 2005-2009 *Creekside High School* Fairburn GA
- 2010-Present *Langston Hughes High School* Fairburn GA
- Classes Taught
  - Introduction to Art
  - Design Fundamentals
  - Drawing and Painting
  - Sculpture
  - Photography
  - AP Art
- Designed & painted numerous murals throughout school
- National Art Honors Society Co-Sponsor

### RECENT EXHIBITIONS 2019-2020

- Hartsfield-Jackson Atlanta International Airport *National Arts Program Exhibit* 3<sup>rd</sup> Place
- Arts Clayton Gallery *2019 Juried Exhibition* 2<sup>nd</sup> Place Award
- Abernathy Arts Center *Sights and Insights Juried Exhibition*
- Johns Creek Art Center *Summer Serendipity National Art Exhibition* Sponsor Award
- International Society of Acrylic Painters *10<sup>th</sup> Annual International Exhibition* 1<sup>st</sup> Place
- City of Sugar Hill *Sugar Rush National Juried Exhibition* 1<sup>st</sup> Place Award
- Southern Appalachian Artist Guild *2019 National Juried Exhibition* Honorable Mention
- Douglas Cultural Arts Center *NOVAS Juried Exhibition* 2<sup>nd</sup> Place Award, Patron Award
- LaGrange Art Museum LaGrange *2020 Southeast Regional Exhibit*
- Union City Gathering Place *The Creative Exchange Group Exhibit*
- Bowen Center for the Arts *Georgia Watercolor Society 40<sup>th</sup> Exhibition*



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: PROPOSED CHANGES TO THE CITY OF FAIRBURN PERSONNEL POLICY HANDBOOK SECTION 2-52.16 (RESIGNATION), SECTION 2-53.5 (EDUCATION ASSISTANCE) AND SECTION 2-53.13 (BEREAVEMENT LEAVE).**

<input type="checkbox"/> AGREEMENT	<input checked="" type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

**Submitted: 02/19/2020    Work Session: 02/24/2020    Council Meeting: 02/24/2020**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ☐ Yes    ☒ No

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**PURPOSE:** This item is for approval by the Mayor and City Council. Changes to the City of Fairburn, Personnel Policy Handbook policies are being proposed as comprehensive revisions of Section 2-52.16 (Resignation), Section 2-53.5 (Education Assistance) and Section 2-53.13 (Bereavement Leave).

**HISTORY:** Section 2-52.16 (Resignation): The City of Fairburn's Personnel Handbook, Section 2-52.16 (Resignation), did not specify who would present the exit interview form to the employee upon their resignation or involuntary termination nor by whom the exit interview would be conducted. The proposed revisions provide the exiting employee with a direct point of contact.

Additionally, the proposed addition to the City of Fairburn's Personnel Handbook, Section 2-52.16 (Resignation) notifies the exiting employee of a required doctor's note for use of sick leave during the two-week notice of resignation-period, and that the employee may use accrued vacation leave for such absences. Also, this proposed language deters misuse and abuse of sick leave.

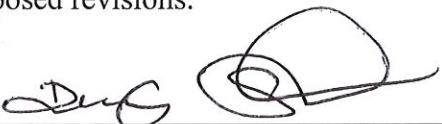
Section 2-53.5 (Education Assistance): The City of Fairburn's Personnel Handbook, Section 2-53.5 Educations Assistance references eligible employees may be entitled to reimbursement of certain tuition and related expenses for certain job-related training or education, pursuant to the City's Education Assistance Plan. It further references a copy of the Education Assistance Plan as available from the Human Resources Department upon request. This section is inaccurate, irrelevant and misleading. No Education Assistance Plan is in place nor in use. Eligible employees attend job-related conferences and training, approved and budgeted by each department. Therefore, it is proposed to delete this section in its entirety.



Section 2-53.13 (Bereavement Leave): A proposal to revise this section to limit the use of bereavement leave to employee's immediate family members: spouse, children, parents, brothers, sisters, grandparents, and grandchildren, and any other person who resides in the employee's household and who is recognized by federal law as a dependent of the employee; thus, removing mother-in-law, father-in-law, son-in-law or daughter in-law. However, employees may take such leave for non-qualifying relatives by using annual leave.

**RECOMMENDED ACTION:** Approval of the proposed revisions.

  
\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

  
\_\_\_\_\_  
Dennis Stroud, City Administrator

## 2-52.16 NOTICE OF RESIGNATION

Employees who decide to voluntarily leave their employment with the City are expected to provide at least two-weeks notice to their department head and the Human Resources Director. Your thoughtfulness in providing such notice will be appreciated and will be noted favorably should you ever wish to reapply for employment with the City. Upon termination, employees must return all City property to the City. In addition, all employees who voluntarily resign or who are involuntarily terminated will be asked to complete a written exit interview form, which will be presented to the employee at the time of the resignation or termination **by the Human Resources Director. All exit interviews will be conducted with the employee by the Human Resources Director.** This written exit interview form will become a part of the employee's permanent personnel file and may be shared with the Mayor and Members of City Council if so requested.

**After an employee has given notice of resignation, any absences requested for use of sick leave will require an excusing doctor's note. The employee, however, may use accrued annual leave.**

## ~~2-53.5 EDUCATION ASSISTANCE~~

~~Eligible regular, full-time employees who have successfully completed their Introductory Period may be entitled to reimbursement of certain tuition and related expenses for certain job-related training or education, pursuant to the City's Education Assistance Plan. A copy of the Education Assistance Plan is available from the Human Resources department upon request.~~

## 2-53.13 BEREAVEMENT LEAVE

Full-time employees who have completed their Introductory Period may be eligible to receive bereavement leave. An employee who has a death in his immediate family may receive up to 24 hours (or 3 working days for public safety employees) of paid leave for each qualifying event for bereavement and to arrange and/or attend funeral activities. You must be scheduled to work during the time you will be away from work for these activities in order to receive pay.

An employee's immediate family includes the employee's spouse, children, parents, brothers and sisters, grandparents, grandchildren, ~~mother-in-law, father-in-law, son-in-law or daughter-in-law~~. The definition is extended to any other person who resides in the employee's household and who is recognized by federal tax law as a dependent of the employee. **However, employees may take such leave for non-qualifying relatives by using accrued annual leave.**

If additional time is necessary, employees may use their accrued annual leave or request a personal leave of absence. Advance authorization by the employee's department head or designee is required.

The employee must notify his department head in advance of taking time off from work. The City reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member.

**Part-time and temporary employees are not eligible for bereavement leave.**



**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: POLICE-- PURCHASE OF RADAR SPEED DETECTION TRAILER**

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input checked="" type="checkbox"/> OTHER

**Submitted: 02/18/2020      Work Session: 02/24/2020      Council Meeting: 02/24/2020**

**DEPARTMENT:** Police

**BUDGET IMPACT:** \$15,000, Technology line item: 270-3200-53-1600

**PUBLIC HEARING?** ☐ Yes    ☒ No

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**PURPOSE:** Police – Purchase of Radar Speed Detection Trailer

**HISTORY:** The police department is requesting approval to purchase a radar speed detection trailer. This unit is mobile and easily re-positioned at hot spots around the city as needed. This unit will track speed data and help to calm traffic in deployed areas. The purchase money will be utilized via the technology fee budget line.

**FACTS AND ISSUES:** Increase speed enforcement, data collection

**RECOMMENDED ACTION:** Approval for police department to purchase radar speed detection trailer for use in traffic calming.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator





# Fairburn Police Department

191 SW Broad Street  
Fairburn, GA 30213

Phone: 770-964-1441  
Fax: 770-774-7908



---

**DATE:** 11 February 2020  
**TO:** Chief Stoney Mathis  
**FROM:** Lt. E. Eiswerth  
**SUBJECT:** Purchase of SpeedAlert 24 Radar Message Sign trailer

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**Proposal:** Request for approval of, and purchase of, the SpeedAlert 24 Radar Message Sign and trailer.

**Reason:** Currently, our city has a population of over 15,882 as of 2018. Additionally, there is an unaccounted number of transit citizens that commute to work and utilize our main thoroughfare of Highway 74 to access Interstate 85 daily. Our department operates at forty-three (43) sworn, certified police personnel, which includes managerial personnel. Due to the amount of vehicular traffic, the purchase of a SpeedAlert Radar Message trailer would greatly enhance the department's efficiency in changing driver's behavior in order to decrease motor vehicle accidents and speeding infractions within the City of Fairburn.

## **Justification and Analysis:**

### **I. Motor Vehicle Accident Increase**

Over the course of the past 3 years, vehicle accident analysis shows a continual rise in motor vehicle accidents that require police response. In 2016, officers responded to 1,103 accidents. In 2017, police responded to 1,106 accidents. In 2018, there was large spike and police responded to 1,301 accidents. And finally, in 2019, officers responded to 1,318 accidents, resulting in an 18% increase in accidents since 2016.

Of the hundreds of accidents, we have unfortunately had a number of fatality accidents. In most of the fatality accidents, speed was a contributing factor to the accident.

Furthermore, the Interstate 85 ramp exchange project is also projected to start within the next 2 years, which will greatly increase the congestion and traffic levels around the city for commuter traffic. Because of this upcoming project, I predict a high level of detour traffic to occur, which will result in vehicles traveling in many of the secondary city streets to reach their destinations, such as the use of Meadow Glen Pkwy, Plantation Road, Oakley Industrial Blvd, etc.

### **II. Police Response to Specific Requests**

The second justification for this capital purchase of the SpeedAlert 24 Radar Message Sign trailer is due to the specific complaints that the department receives regarding alleged speeding infractions on specific roadways, or within subdivisions.

Daily, the department receives calls from concerned citizens regarding complaints of vehicles speeding in/around specifically named roadways. Typically, the information is relayed to the uniformed patrol officer or special operations officers, who take time to post up on the roadway to conduct traffic stops on vehicles or analyze if there is an issue with speeding. This can be time consuming and takes away vital resources from other crime prevention techniques to ensure that the citizen's complaint is adequately answered. Most complaints result in minimal traffic enforcement action because the alleged speeding infractions do not rise to the needed action of law



enforcement, like a vehicle traveling only 5 mph over the posted speed limit, or the time frame that the officer was posted at the location is not applicable to the complaint.

However, with the purchase of my proposal, the SpeedAlert trailer could be posted and moved throughout the city to answer citizen's complaints as they are received. The trailer can alert drivers if they are violating the posted speed limit. The trailer also has the function of collecting all vehicle travel speeds to provide department staff with speed analytics to sustain whether there is an issue with vehicles speeding along that roadway, and the time/date of such issues.

### III. Other Functions

The miscellaneous function that this purchase can provide is the ability to relay specific messages. Whenever there is a need to detour traffic due to a road closure, this trailer can be placed as a warning to motorists. For major events, such as the Renaissance Festival, this trailer can also be placed as a message and warning to drivers.

#### **SpeedAlert 24 Radar Message Sign Operability:**

1. The trailer can act as a speed detection alert to drivers violating the posted speed limit. When used as a speed detection alert, it is THE ONLY company that has the software application to provide speed analytics to staff members, GPS capabilities, and report and alert management. This was the prime justification that no other company was sought out after seeing the capabilities reference the web-based software that provides the traffic data.
2. It also can have the option to place a message to citizens, if needed.
3. The trailer comes with solar panels, which extends the functional operation of the trailer when posted at a certain location for a lengthy time
4. The trailer's message and traffic data analytics can be gathered from afar (from my desktop), rather than having to go to the trailer's location. The message on the trailer can be changed from afar as well, rather than visiting the trailer on-site.
5. The 60 watt solar panel and 470 Ah deep cycle batteries provide up to 2 weeks of runtime with no solar assist. The company estimates the trailer could need charging up to four times per year.
6. The trailer has a Tamper Alert with the Traffic Suite application, as well as a camera on the front of the trailer to provide identification of any person(s) attempting to damage the trailer. Additionally, the Traffic Suite application provides GPS and an anti-theft alert if the trailer is moved from a designated location.

#### **Other miscellaneous notes:**

If approved and purchased, the trailer's expected delivery is between 4-5 weeks. The trailer comes fully assembled and a forklift will be necessary to remove it from the delivery truck. The trailer comes with a 3-year warranty. Upon purchase, there is a 1-hour webinar training instruction for staff members, or supervisors. There is an OPTIONAL \$1,500 annual recurring cost for the Traffic Suite, which is the company's software application that no other company has. This optional cost does not null the operation of the trailer; however, the purchase of the annual recurring cost extends the warranty of the trailer for every year that the department purchases it.

**The quote, the product explanation, sample of the traffic data analytics and reports that the Traffic Suite include, and pictures of the trailer are included with this packet.**

**Cost:** The estimated costs for the approval of SpeedAlert 24 Radar Message Sign trailer: **\$15,000**  
This cost can be taken from the Technology Fee Fund within the Police Budget.



*A sign of the future.*

All Traffic Solutions Inc.  
12950 Worldgate Dr  
#310  
Herndon, VA 20170  
Phone: 814-237-9005  
Fax: 814-237-9006  
DUNS #: 001225114  
Tax ID: 25-1887906  
CAGE Code: 34FQ5

## QUOTE Q-45949

DATE/TIME: 10/16/2019 PAGE  
1:58:46 PM NO:  
1

**Questions contact:**  
**MANUFACTURER:**

**All Traffic Solutions**

Max Wicklein  
(571) 321-5452

x  
mwicklein@alltrafficsolutions.co  
m

**Independent Sales Rep:**

**Mail Purchase**

**Orders to:**

3100 Research Dr.  
State College, PA  
16801

**BILL TO:**

Fairburn Police Department-GA  
191 SW Broad Street  
Fairburn, GA 30213

**SHIP TO:**

Fairburn Police Department-GA  
191 SW Broad St  
Fairburn, GA 30213

Billing Contact:

Attn: Edwin Eiswerth

**PAYMENT TERMS:** CUSTOMER: 230244 **CONTACT:** 770-964-1441  
Net 30

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000745	SpeedAlert 24 Radar Message Sign (RMS); base unit (select mount separately)	1.00	\$8,800.00	\$8,800.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1.00	\$1,500.00	\$1,500.00
4000768	Base Model CREDIT, radar messaging; requires min 1 yr TrafficCloud Traffic Suite	1.00	(\$600.00)	(\$600.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1.00	\$0.00	\$0.00
4000173	Trailer, ATS-5 (select power separately)	1.00	\$3,200.00	\$3,200.00
4000879	Violator Strobe, Red and Blue for ATS-5 for use with SA24	1.00	\$800.00	\$800.00
4000636	Trailer Battery kit for ATS-5, 470Ah deep cycle batteries w/cover, hold down, cables& hw	1.00	\$990.00	\$990.00
4000275	Solar panel, 60W; includes bracket for ATS-5 trailer and harness	1.00	\$895.00	\$895.00
4000740	Trailer Certificate of Origin	1.00	\$0.00	\$0.00

4000754	USB cable, 16ft, extra long for trailer or pole	1.00	\$10.00	\$10.00
4900041	crate, ATS-5 trailer shipping crate	1.00	\$250.00	\$250.00
4000641	Shipping Common Carrier	1.00	\$700.00	\$700.00
4001190	Discount - New Purchase	1.00	(\$1,545.00)	(\$1,545.00)

Special Notes:	<b>SALES</b>	\$15,000.00
	<b>AMOUNT:</b>	
	<b>SHIPPING:</b>	
	<b>TOTAL:</b>	<b>\$15,000.00</b>

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB Destination. Shipping charges may apply

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a three-year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below I indicate that I am authorized to commit my organization to the above.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:0:33 AM

Time View: By Hour (Avg Volumes)  
Speed Bins: Size 5, Range 1 to 100  
Site: Beside Mt Nittany United Methodist  
Church, NB

Hour	Spd Lim	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	Avg Spd	Avg #
0:00	35	0	0	0	0	1	6	6	2	1	0	0	0	0	0	0	0	0	0	0	0	30.7	16
1:00	35	0	0	0	0	1	3	3	1	1	0	0	0	0	0	0	0	0	0	0	0	30.8	10
2:00	35	0	0	0	0	1	2	2	1	0	0	0	0	0	0	0	0	0	0	0	0	30.6	6
3:00	35	0	0	0	0	1	3	2	1	1	0	0	0	0	0	0	0	0	0	0	0	31.8	8
4:00	35	0	1	0	1	1	4	3	2	2	0	0	0	0	0	0	0	0	0	0	0	31.4	13
5:00	35	0	0	0	1	3	9	8	4	1	0	0	0	0	0	0	0	0	0	0	0	31.1	27
6:00	35	0	0	1	3	9	27	17	5	2	1	0	0	0	0	0	0	0	0	0	0	29.4	66
7:00	35	0	2	1	4	20	58	36	13	2	1	0	0	0	0	0	0	0	0	0	0	29.3	137
8:00	35	0	4	3	6	35	80	53	17	3	1	0	0	0	0	0	0	0	0	0	0	28.4	201
9:00	35	0	2	3	4	29	86	60	24	8	1	0	0	0	0	0	0	0	0	0	0	29.7	219
10:00	35	0	1	3	5	33	98	76	28	8	1	0	0	0	0	0	0	0	0	0	0	30.0	255
11:00	35	0	2	3	5	40	106	86	35	11	2	0	0	0	0	0	0	0	0	0	0	30.4	291
12:00	35	0	1	3	6	39	115	95	36	10	2	0	0	0	0	0	0	0	0	0	0	30.3	307
13:00	35	0	2	3	4	36	112	93	40	12	2	0	0	0	0	0	0	0	0	0	0	30.4	303
14:00	35	0	2	2	5	50	112	87	44	13	2	1	0	0	0	0	0	0	0	0	0	30.3	317
15:00	35	0	3	3	5	50	124	93	37	10	3	0	0	0	0	0	0	0	0	0	0	30.1	328
16:00	35	0	1	2	6	49	138	97	30	5	1	0	0	0	0	0	0	0	0	0	0	29.7	328
17:00	35	0	2	3	6	49	133	89	24	5	0	0	0	0	0	0	0	0	0	0	0	29.3	312
18:00	35	0	1	2	4	32	90	65	23	6	1	0	0	0	0	0	0	0	0	0	0	30.1	224
19:00	35	0	1	1	3	27	65	47	21	3	1	0	0	0	0	0	0	0	0	0	0	29.7	170
20:00	35	0	1	2	4	19	57	44	14	4	1	0	0	0	0	0	0	0	0	0	0	29.9	146
21:00	35	0	0	2	2	19	40	27	10	3	0	0	0	0	0	0	0	0	0	0	0	29.6	102
22:00	35	0	1	1	2	11	27	23	7	2	0	0	0	0	0	0	0	0	0	0	0	29.7	75
23:00	35	0	0	1	1	5	13	11	4	2	0	0	0	0	0	0	0	0	0	0	0	30.0	37
Avg #		0	1	2	3	23	63	47	18	5	1	0	0	0	0	0	0	0	0	0	0	30.1	162



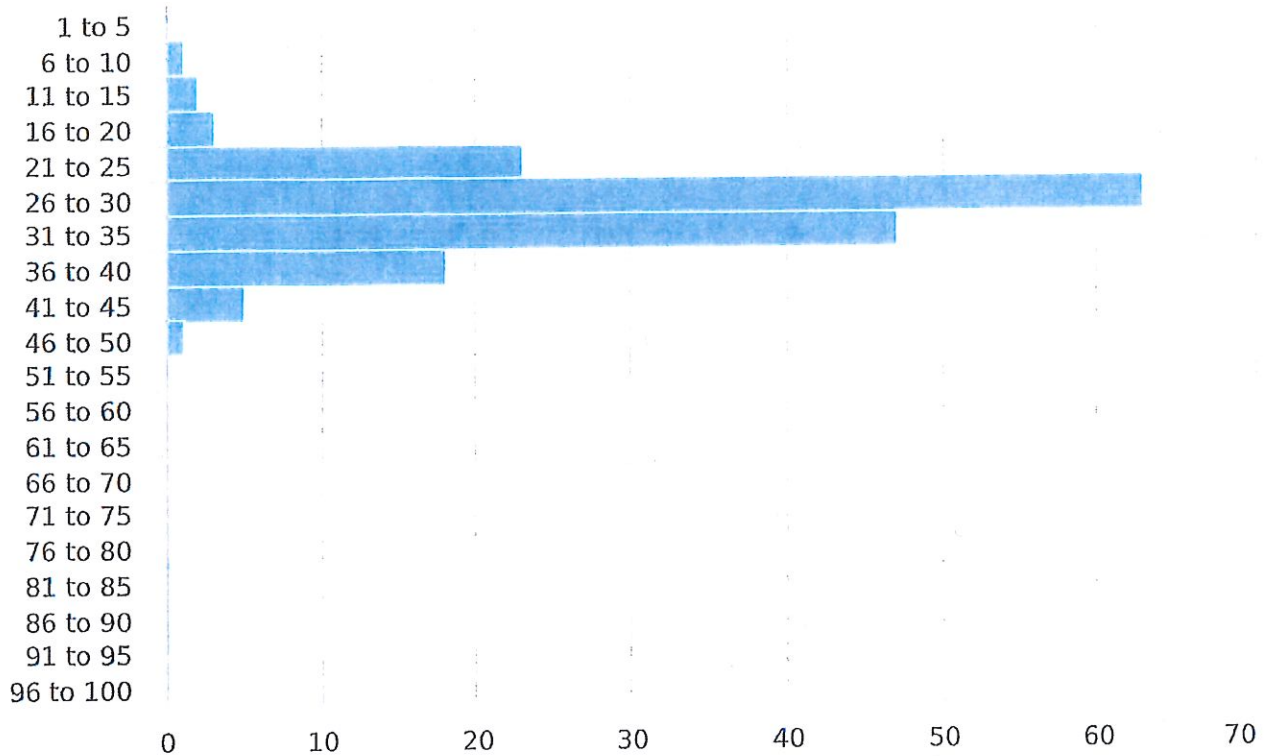


Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:03:33 AM

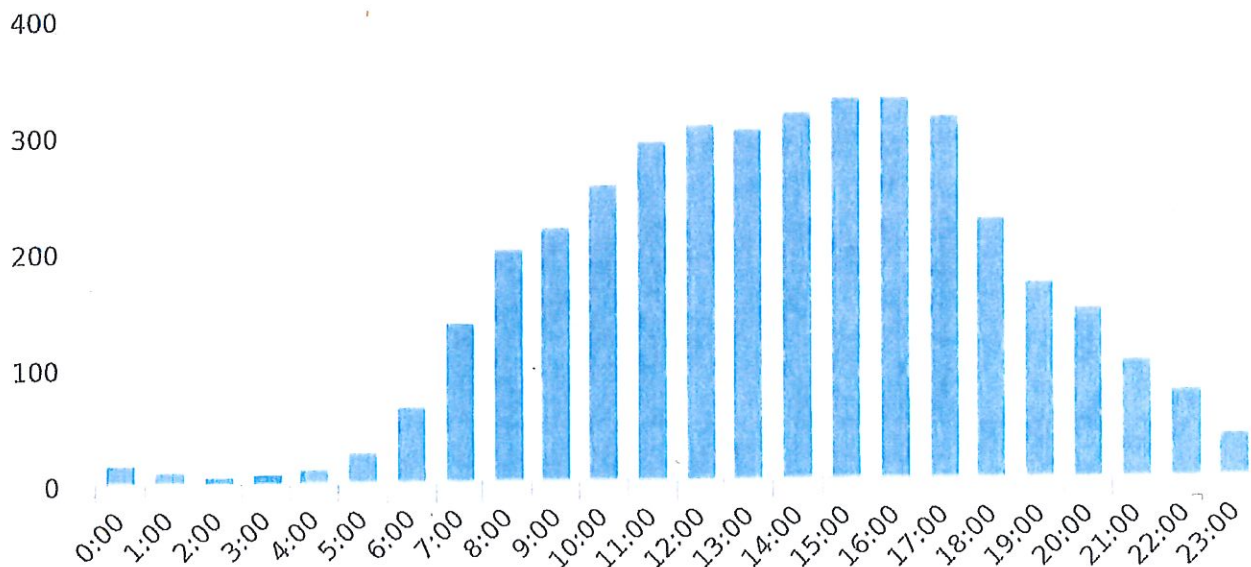
Time of Day: 0:00 to 23:59  
Dates: 12/13/2017 to 12/19/2017

Time View: By Hour (Avg Volumes)  
Speed Bins: Size 5, Range 1 to 100  
Site: Beside Mt Nittany United Methodist Church, NB

Average Vehicles by Speed Bin



Average Volume by Hour





# Enforcement Priorities Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:6:12 AM

Violation Threshold: Speed Limit + 10

Time of Day: 0:00 to 23:59

Dates: 12/13/2017 to 12/19/2017

Rank Results By: 85% Speed

Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

#	Site	Day of Week	Time	Speed Limit	Average Speed	Average Violator Speed	85% Speed	Average # Vehicles	Average # Violators
1	Beside Mt Nittany United Methodist Church, NB	Monday	6:00 - 7:00	35	33.0	0.0	40.0	32.0	0.0
2	Beside Mt Nittany United Methodist Church, NB	Thursday	15:00 - 16:00	35	32.0	47.0	39.0	356.0	7.0
3	Beside Mt Nittany United Methodist Church, NB	Saturday	12:00 - 13:00	35	32.0	47.6	39.0	328.0	10.0
4	Beside Mt Nittany United Methodist Church, NB	Sunday	0:00 - 1:00	35	32.0	47.0	38.0	43.0	1.0
5	Beside Mt Nittany United Methodist Church, NB	Tuesday	14:00 - 15:00	35	30.0	49.0	38.0	346.0	4.0
6	Beside Mt Nittany United Methodist Church, NB	Tuesday	23:00 - 24:00	35	32.0	53.0	38.0	66.0	3.0
7	Beside Mt Nittany United Methodist Church, NB	Friday	0:00 - 1:00	35	32.0	51.0	38.0	39.0	1.0
8	Beside Mt Nittany United Methodist Church, NB	Saturday	8:00 - 9:00	35	32.0	47.0	38.0	54.0	1.0
9	Beside Mt Nittany United Methodist Church, NB	Sunday	1:00 - 2:00	35	32.5	0.0	37.5	23.0	0.0
10	Beside Mt Nittany United Methodist Church, NB	Tuesday	22:00 - 23:00	35	32.0	49.0	37.5	125.0	1.0
11	Beside Mt Nittany United Methodist Church, NB	Thursday	16:00 - 17:00	35	30.5	48.8	37.5	368.0	5.0
12	Beside Mt Nittany United Methodist Church, NB	Saturday	13:00 - 14:00	35	31.5	46.2	37.5	298.0	6.0
13	Beside Mt Nittany United Methodist Church, NB	Tuesday	15:00 - 16:00	35	31.0	49.3	37.0	357.0	6.0
14	Beside Mt Nittany United Methodist Church, NB	Wednesday	14:00 - 15:00	35	31.0	49.0	37.0	282.0	5.0
15	Beside Mt Nittany United Methodist Church, NB	Thursday	12:00 - 13:00	35	31.0	48.0	37.0	250.0	3.0
16	Beside Mt Nittany United Methodist Church, NB	Thursday	14:00 - 15:00	35	31.0	47.0	37.0	329.0	2.0
17	Beside Mt Nittany United Methodist Church, NB	Friday	7:00 - 8:00	35	31.5	49.8	37.0	79.0	4.0
18	Beside Mt Nittany United Methodist Church, NB	Saturday	1:00 - 2:00	35	31.5	0.0	37.0	31.0	0.0
19	Beside Mt Nittany United Methodist Church, NB	Saturday	14:00 - 15:00	35	31.0	46.0	37.0	266.0	1.0
20	Beside Mt Nittany United Methodist Church, NB	Monday	10:00 - 11:00	35	30.5	50.0	36.5	243.0	3.0
21	Beside Mt Nittany United Methodist Church, NB	Wednesday	16:00 - 17:00	35	31.0	47.0	36.5	366.0	7.0
22	Beside Mt Nittany United Methodist Church, NB	Thursday	13:00 - 14:00	35	31.0	47.5	36.5	296.0	2.0
23	Beside Mt Nittany United Methodist Church, NB	Sunday	14:00 - 15:00	35	31.0	49.0	36.0	264.0	2.0
24	Beside Mt Nittany United Methodist Church, NB	Sunday	15:00 - 16:00	35	31.0	49.8	36.0	249.0	4.0
25	Beside Mt Nittany United Methodist Church, NB	Sunday	20:00 - 21:00	35	31.0	49.5	36.0	136.0	2.0





# Speed Effectiveness Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:9:53 AM

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Time of Day: 0:00 to 23:59

Dates: 12/13/2017 to 12/19/2017

Time View: By Hour (Avg Volumes)

Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

Date/Time Range	Spd Lim	Sign Mode	Compliant Avg Final Speed	Compliant Change In Speed	Low Risk Avg Final Speed	Low Risk Change In Speed	Medium Risk Avg Final Speed	Medium Risk Change In Speed	High Risk Avg Final Speed	High Risk Change In Speed	% of Vehicles Slowed By
0:00	35	Speed Display	29.8	-2.7	39.3	-1.1	0.0	0.0	0.0	0.0	69.5 %
1:00	35	Speed Display	28.5	-2.9	39.6	-1.8	47.0	-1.0	0.0	0.0	79.0 %
2:00	35	Speed Display	28.7	-2.3	37.5	-2.5	54.0	-4.0	0.0	0.0	76.6 %
3:00	35	Speed Display	27.8	-2.2	39.6	-1.6	51.5	0.0	0.0	0.0	67.1 %
4:00	35	Speed Display	26.0	-0.7	40.2	-2.1	48.5	-1.5	0.0	0.0	66.9 %
5:00	35	Speed Display	28.5	-2.2	39.0	-1.2	49.5	-0.5	0.0	0.0	74.7 %
6:00	35	Speed Display	27.9	-2.0	39.0	-3.1	49.3	-3.0	0.0	0.0	73.3 %
7:00	35	Speed Display	27.8	-1.3	37.8	-1.2	46.8	-1.2	0.0	0.0	63.9 %
8:00	35	Speed Display	27.6	-1.7	38.2	-1.1	47.1	-0.4	0.0	0.0	64.6 %
9:00	35	Speed Display	28.2	-1.8	38.7	-1.4	48.5	-1.0	0.0	0.0	68.4 %
10:00	35	Speed Display	28.5	-1.9	38.5	-1.1	47.6	0.1	0.0	0.0	66.9 %
11:00	35	Speed Display	28.5	-2.0	38.9	-1.1	47.6	-1.4	0.0	0.0	69.4 %
12:00	35	Speed Display	28.7	-1.8	38.7	-1.4	46.6	-0.7	0.0	0.0	69.2 %
13:00	35	Speed Display	28.8	-2.0	38.7	-1.1	48.4	-0.3	0.0	0.0	71.3 %
14:00	35	Speed Display	28.3	-1.8	38.7	-0.7	48.6	-1.2	0.0	0.0	67.4 %
15:00	35	Speed Display	28.4	-1.8	38.6	-0.9	47.7	0.1	0.0	0.0	68.1 %
16:00	35	Speed Display	28.4	-1.9	38.1	-1.3	46.5	0.3	60.0	4.0	70.0 %
17:00	35	Speed Display	28.2	-1.8	38.3	-1.2	50.0	1.0	0.0	0.0	68.0 %
18:00	35	Speed Display	28.6	-2.3	38.6	-1.2	47.4	-0.4	0.0	0.0	72.5 %
19:00	35	Speed Display	28.3	-1.9	38.6	-1.5	49.1	-0.6	0.0	0.0	67.6 %
20:00	35	Speed Display	28.3	-1.9	38.7	-1.2	47.7	-0.3	0.0	0.0	68.9 %
21:00	35	Speed Display	28.0	-2.2	38.8	-1.4	48.0	-1.7	0.0	0.0	71.9 %
22:00	35	Speed Display	28.3	-2.4	38.7	-1.5	49.3	-0.2	57.0	-3.0	71.0 %
23:00	35	Speed Display	28.1	-2.1	39.7	-2.0	49.0	-1.3	0.0	0.0	69.7 %



# Speed Effectiveness Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:9:53 AM

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Time of Day: 0:00 to 23:59

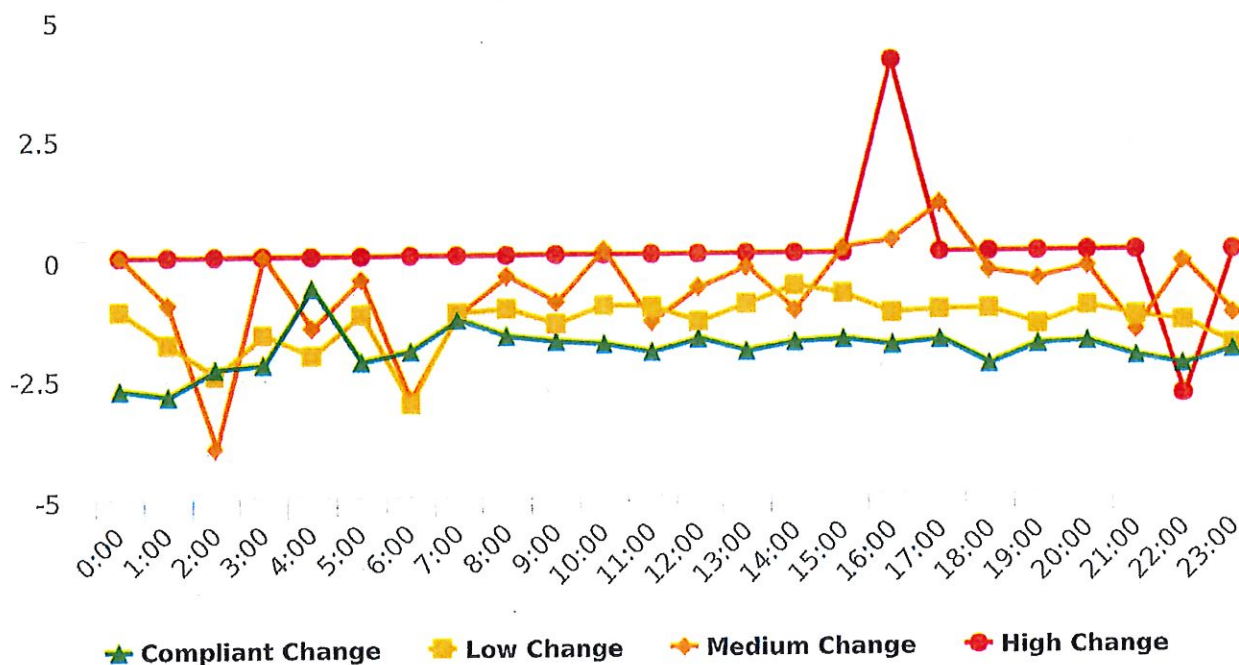
Dates: 12/13/2017 to 12/19/2017

Time View: By Hour (Avg Volumes)

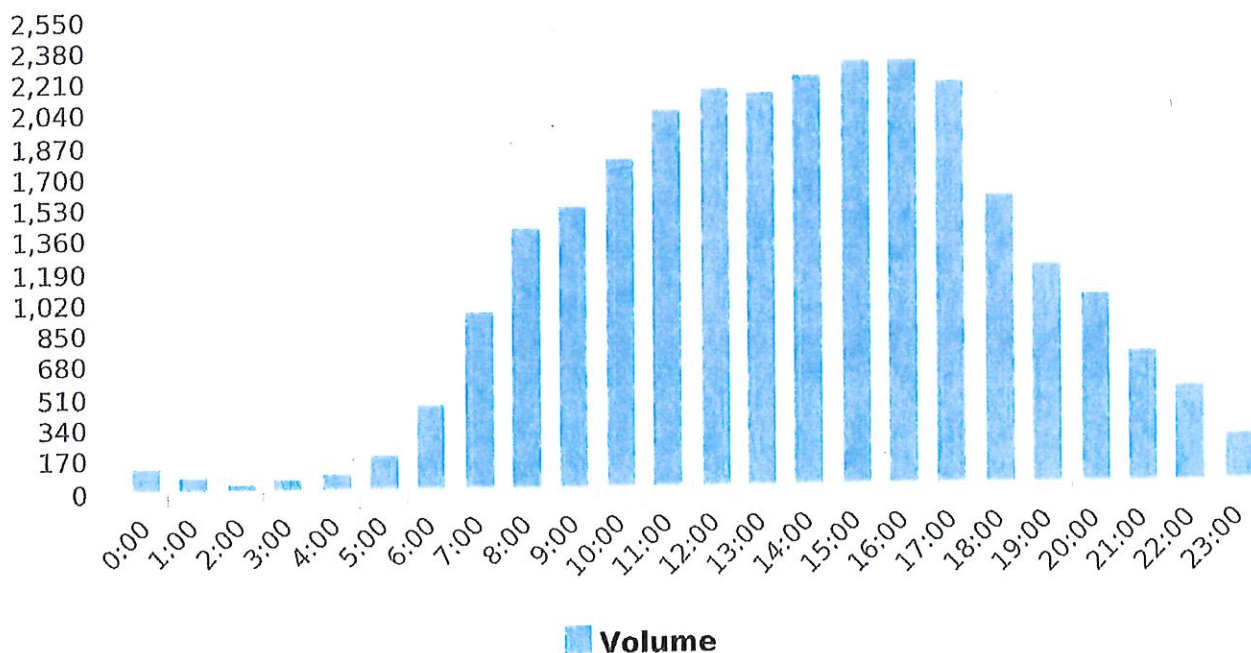
Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

Changes in Speed by Risk Threshold



Volume by Hour







# Compliance And Risk Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:6:44 AM

Time of Day: 0:00 to 23:59

Dates: 12/13/2017 to 12/19/2017

Medium Risk Threshold: Speed Limit + 10

High Risk Threshold: Speed Limit + 20

Time View: By Hour (Avg Volumes)

Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

Date/Time Range	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	35	Speed Display	13	3	0	0	16
1:00	35	Speed Display	9	2	0	0	10
2:00	35	Speed Display	5	1	0	0	6
3:00	35	Speed Display	6	2	0	0	8
4:00	35	Speed Display	9	3	1	0	13
5:00	35	Speed Display	22	5	1	0	27
6:00	35	Speed Display	58	7	1	0	66
7:00	35	Speed Display	121	15	1	0	137
8:00	35	Speed Display	180	20	1	0	201
9:00	35	Speed Display	184	33	2	0	219
10:00	35	Speed Display	216	37	2	0	255
11:00	35	Speed Display	242	46	2	0	291
12:00	35	Speed Display	259	45	2	0	307
13:00	35	Speed Display	249	52	2	0	303
14:00	35	Speed Display	258	56	3	0	317
15:00	35	Speed Display	278	48	3	0	328
16:00	35	Speed Display	292	35	1	0	328
17:00	35	Speed Display	283	28	0	0	312
18:00	35	Speed Display	194	29	1	0	224
19:00	35	Speed Display	145	24	1	0	170
20:00	35	Speed Display	126	18	1	0	146
21:00	35	Speed Display	90	12	0	0	102
22:00	35	Speed Display	65	9	1	0	75
23:00	35	Speed Display	31	6	0	0	37
Avg # Vehicles			139	22	1	0	162



# Compliance And Risk Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:6:44 AM

Time of Day: 0:00 to 23:59

Dates: 12/13/2017 to 12/19/2017

Medium Risk Threshold: Speed Limit + 10

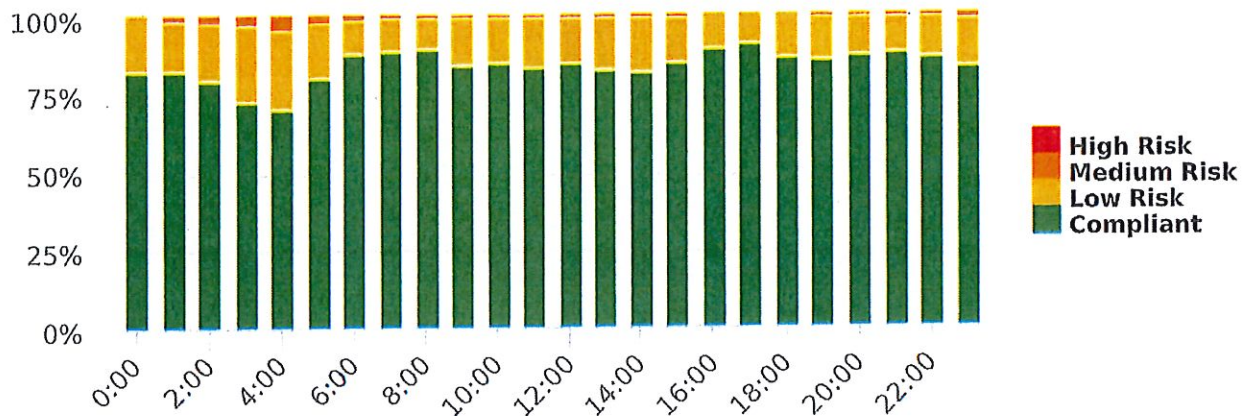
High Risk Threshold: Speed Limit + 20

Time View: By Hour (Avg Volumes)

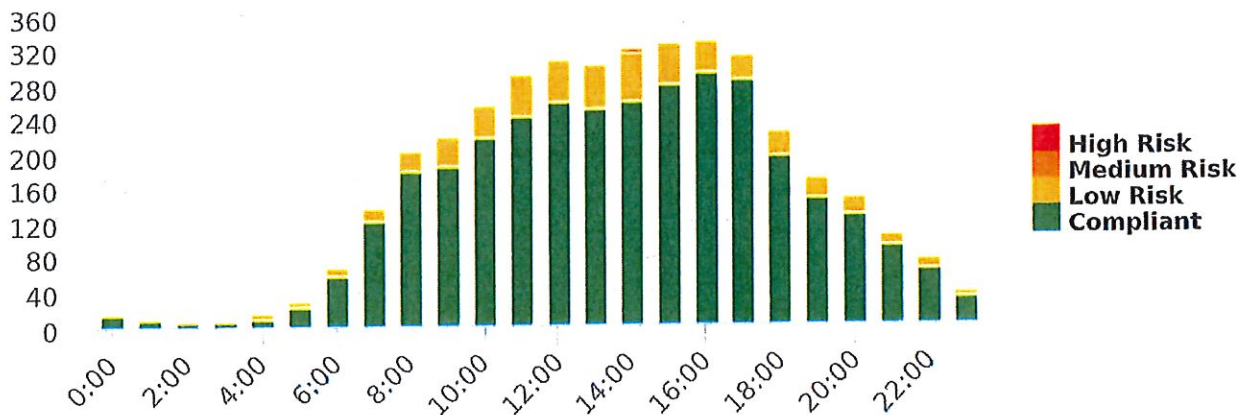
Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

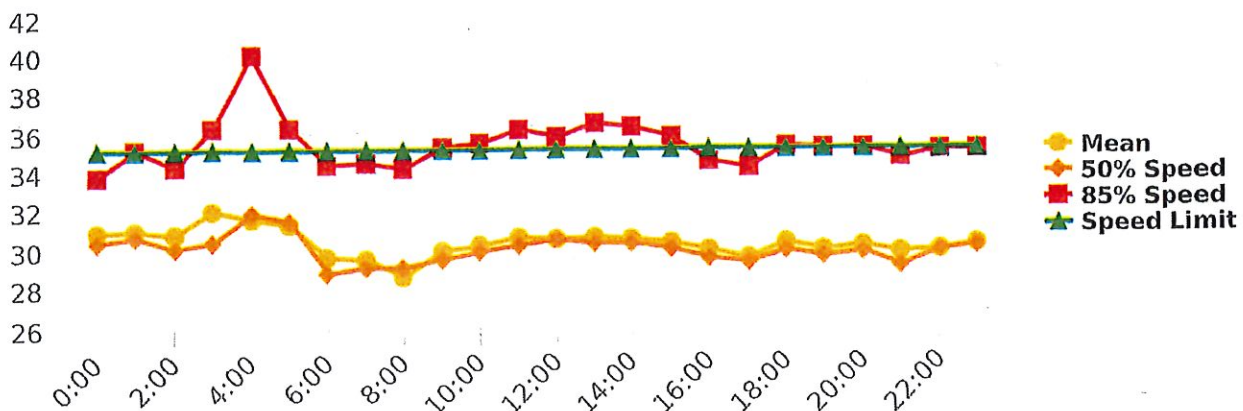
Compliance % by Hour



Compliance by Hour



Speeds







# Extended Speed Summary Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:5:29 AM

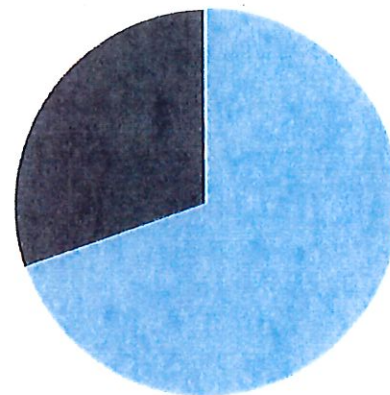
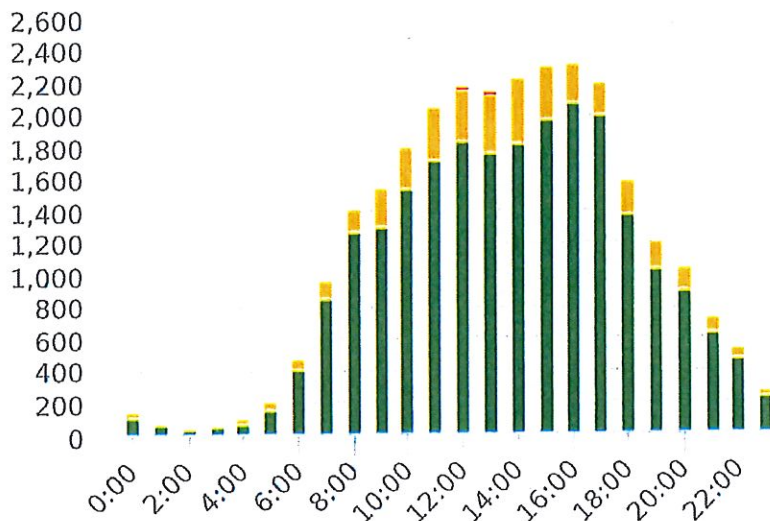
Time of Day: 0:00 to 23:59  
Dates: 12/13/2017 to 12/19/2017

Site: Beside Mt Nittany United Methodist Church, NB

## Overall Summary

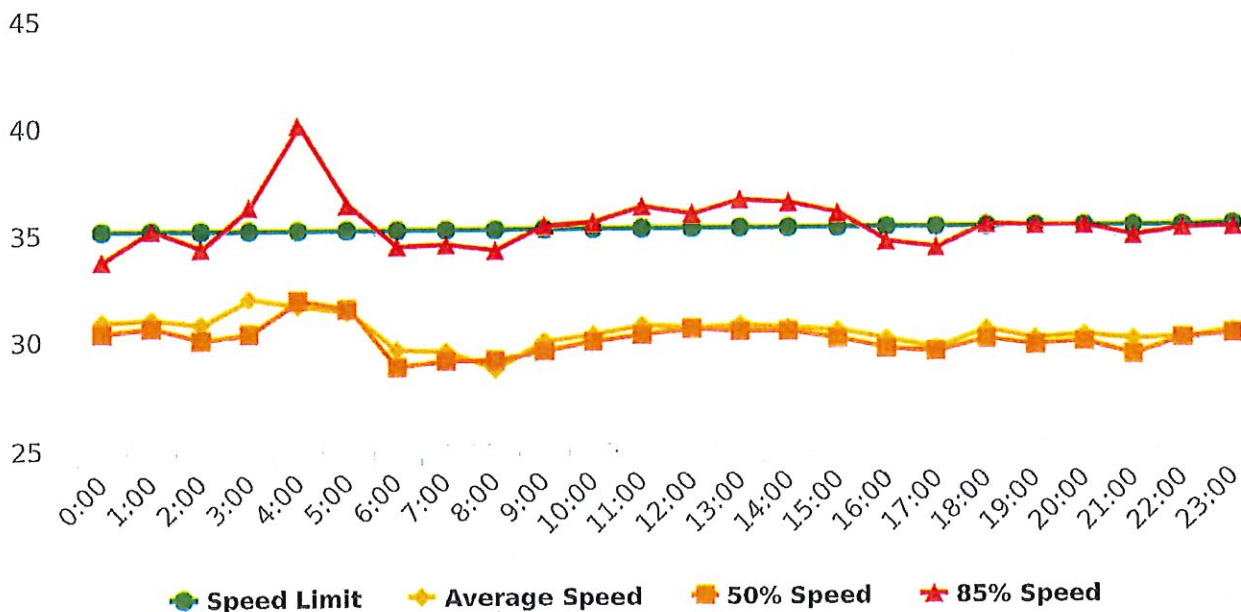
Total Days of Data: 7  
Speed Limit: 35  
Average Speed: 30.12  
50th Percentile Speed: 29.79  
85th Percentile Speed: 35.21  
Pace Speed Range: 25.0-35.0

Minimum Speed: 5.0  
Maximum Speed: 60.0  
Display Status: Speed Display  
Average Volume per Day: 3900.1  
Total Volume: 27301.0



Violators Inside Threshold Compliant

Vehicles Slowed Other





# Extended Speed Summary Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:5:29 AM

Time of Day: 0:00 to 23:59  
 Dates: 12/13/2017 to 12/19/2017

Site: Beside Mt Nittany United  
 Methodist Church, NB

Hours	Sign Mode	Speed Limit	Total # Vehicles	Total # Violator	% Violator	Avg # Vehicles	Avg # Violator	Min Speed	Max Speed	Avg Speed	50% Speed	85% Speed	Sign Effectiveness
0:00	Speed Display	35	126.0	0.0	0.0 %	15.8	0.0	20.0	45.0	30.7	30.2	33.6	69.5 %
1:00	Speed Display	35	73.0	1.0	1.4 %	10.4	0.1	7.0	47.0	30.8	30.5	35.0	79.0 %
2:00	Speed Display	35	43.0	1.0	2.3 %	6.1	0.1	13.0	54.0	30.6	29.9	34.1	76.6 %
3:00	Speed Display	35	59.0	2.0	3.4 %	8.4	0.3	18.0	52.0	31.8	30.2	36.1	67.1 %
4:00	Speed Display	35	94.0	4.0	4.3 %	13.4	0.6	6.0	51.0	31.4	31.7	39.9	66.9 %
5:00	Speed Display	35	191.0	4.0	2.1 %	27.3	0.6	7.0	54.0	31.1	31.3	36.1	74.7 %
6:00	Speed Display	35	463.0	7.0	1.5 %	66.1	1.0	5.0	52.0	29.4	28.6	34.2	73.3 %
7:00	Speed Display	35	956.0	4.0	0.4 %	136.6	0.6	5.0	47.0	29.3	28.9	34.3	63.9 %
8:00	Speed Display	35	1405.0	9.0	0.6 %	200.7	1.3	6.0	50.0	28.4	28.9	34.0	64.6 %
9:00	Speed Display	35	1530.0	11.0	0.7 %	218.6	1.6	5.0	55.0	29.7	29.3	35.1	68.4 %
10:00	Speed Display	35	1782.0	11.0	0.6 %	254.6	1.6	6.0	51.0	30.0	29.7	35.3	66.9 %
11:00	Speed Display	35	2038.0	17.0	0.8 %	291.1	2.4	5.0	53.0	30.4	30.0	36.0	69.4 %
12:00	Speed Display	35	2150.0	17.0	0.8 %	307.1	2.4	5.0	49.0	30.3	30.3	35.6	69.2 %
13:00	Speed Display	35	2122.0	17.0	0.8 %	303.1	2.4	6.0	52.0	30.4	30.1	36.3	71.3 %
14:00	Speed Display	35	2222.0	20.0	0.9 %	317.4	2.9	5.0	55.0	30.3	30.1	36.1	67.4 %
15:00	Speed Display	35	2296.0	20.0	0.9 %	328.0	2.9	5.0	53.0	30.1	29.8	35.6	68.1 %
16:00	Speed Display	35	2297.0	5.0	0.2 %	328.1	0.7	6.0	60.0	29.7	29.3	34.3	70.0 %
17:00	Speed Display	35	2181.0	3.0	0.1 %	311.6	0.4	5.0	51.0	29.3	29.1	34.0	68.0 %
18:00	Speed Display	35	1568.0	5.0	0.3 %	224.0	0.7	5.0	49.0	30.1	29.7	35.1	72.5 %
19:00	Speed Display	35	1187.0	7.0	0.6 %	169.6	1.0	5.0	52.0	29.7	29.4	35.0	67.6 %
20:00	Speed Display	35	1020.0	6.0	0.6 %	145.7	0.9	5.0	51.0	29.9	29.6	35.0	68.9 %
21:00	Speed Display	35	715.0	3.0	0.4 %	102.1	0.4	8.0	49.0	29.6	28.9	34.5	71.9 %
22:00	Speed Display	35	523.0	5.0	1.0 %	74.7	0.7	7.0	57.0	29.7	29.7	34.9	71.0 %
23:00	Speed Display	35	260.0	3.0	1.2 %	37.1	0.4	7.0	51.0	30.0	29.9	34.9	69.7 %
Total Volumes/Avg Speeds	Speed Display	35	27301.0	182.0	1.1 %	3897.9	26.0	5.0	60.0	30.1	29.8	35.2	69.8 %
Total/Avg w/o Feedback			0.0	0.0	0.0 %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0 %
Total/Avg w/ Feedback			27301.0	182.0	1.1 %	3897.9	26.0	5.0	60.0	30.1	29.8	35.2	69.8 %



# ALL TRAFFIC SOLUTIONS



## Volume By Time Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20, 2017 at 9:0:59 AM

Time View: By Day of Week (Avg Volumes)

Speed Bins: Size 5, Range 1 to 100

Site: Beside Mt Nittany United Methodist Church, NB

Time of Day: 0:00 to 23:59

Dates: 12/13/2017 to 12/19/2017

Day of Week	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Sun	23	18	13	9	5	13	16	36	117	146	232	242	279	264	249	240	222	207	162	136	141	79	55	22	2926
Mon	8	5	3	8	13	32	88	172	282	243	252	296	307	326	302	365	342	377	236	173	134	87	79	45	4175
Tue	13	13	4	9	12	44	84	175	230	223	284	352	348	346	357	364	388	373	266	163	138	125	66	38	4415
Wed	25	7	5	6	9	23	93	185	240	230	259	286	302	282	339	366	353	343	230	194	156	98	60	26	4117
Thu	4	7	6	9	26	35	69	146	181	222	259	250	296	329	356	368	353	368	232	183	175	128	90	39	4131
Fri	22	8	5	6	16	27	79	188	235	254	257	284	320	309	335	333	391	328	223	172	144	113	93	47	4189
Sat	31	15	7	12	13	17	34	54	120	212	239	328	298	266	284	260	248	185	219	166	132	85	80	43	3348
Avg #	18	10	6	8	13	27	66	137	201	219	255	291	307	303	317	328	328	312	224	170	146	102	75	37	3900



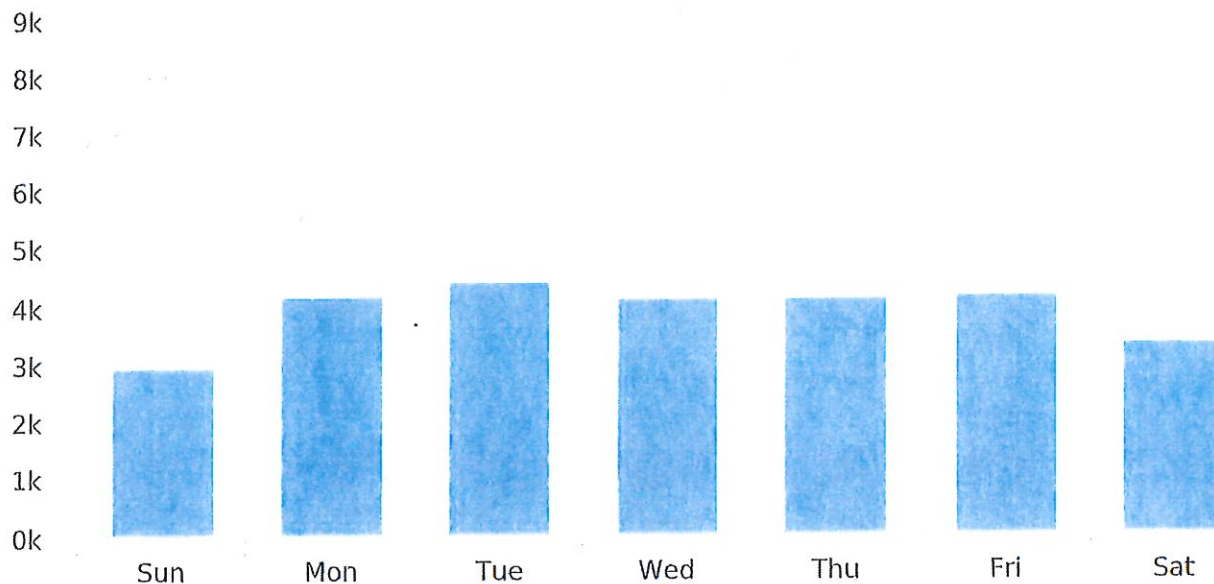
## Volume By Time Report

Generated by Max Wicklein from All Traffic Solutions General Sales Demo Account on Dec 20,  
2017 at 9:0:59 AM

Time of Day: 0:00 to 23:59  
Dates: 12/13/2017 to 12/19/2017

Time View: By Day of Week (Avg Volumes)  
Speed Bins: Size 5, Range 1 to 100  
Site: Beside Mt Nittany United Methodist  
Church, NB

### Volume by Day







Friday, March 16, 2018

**Re: Exclusively with All Traffic Solutions' products**

The Shield™ radar speed display, SpeedAlert™ radar message sign and the instALERT® variable message sign are proprietary products solely engineered and manufactured by Intuitive Control Systems, LLC, the parent company of All Traffic Solutions. All Traffic Solutions products are manufactured within the United States using domestic labor and components.

***In 2013, All Traffic Solutions was awarded US Patent 8,417,442 for the web-based data reporting (TraffiCloud, formerly SmartApps) which allows users to access data collected remotely and generate reports.***

***\*\*All other sign vendors offering this, or similar remote web-based data collection are in direct violation of All Traffic Solutions Patents.\*\****

Our exceptional solutions include the following:

- • Internet Connectivity (standard): All Traffic Solutions exclusively includes wireless communication capability as a standard feature in all equipment.
- Cloud-Synchronized (standard): Web access to our hosted service allows users to manage any and all of their traffic-related devices in a single ecosystem. All devices automatically upload and consolidate collected traffic data onto this platform generating real-time reports.
- • Web-based Apps (standard): Browser-based software interface automatically updates to the most current, feature-rich firmware at no charge.
- • Mounting (standard): Our 12", 15" and 18" signs all utilize a standardized mounting configuration to suit any power source, whether temporary or permanent installations.
- • Equipment Construction: All Traffic Solutions leads the industry by designing and manufacturing the lightest, most ruggedized equipment. Durable in extreme environments, all equipment functions reliably lasting years. The Shield 12", 15", and 18" signs weigh 12, 18, and 29 lbs. respectively. The InstALERT and SpeedALERT 24" signs weigh only 43 lbs, and are the only folding signs in the market. Easy to mount anywhere, including vehicles.
- • Extended battery life (standard): Internal Lithium-based batteries will add as little as 2.5 lbs. with one 12Ah or 8 lbs. with two 16Ah batteries. All batteries are uniquely sized to fit the interior compartments of the signs and include connections required to power All Traffic Solutions equipment.

- • TrafficCloud™ services: Include, but are not limited to the following, customizable reports from a variety of sensor data sources, Drive Times, Parking Availability, GPS mapping, Wrong Way Detection Systems, Work Zone, School Zone, Freight management solutions, and more.

*A sign of the future™*

P.O. Box 10085 State College, PA 16805-0085 | toll free: 866.366.6602 | [alltrafficsolutions.com](http://alltrafficsolutions.com)

**ALL TRAFFIC**  
SOLUTIONS



- Perpetual Warranty: On-going standard warranty remains in effect as long as the TrafficCloud services are active.

We look forward to building a partnership with you by implementing meaningful solutions today, and future-proof strategies beyond.

Please direct further inquiries to my attention (Toll Free) +1 (866) 366-6602, ext. 310 or by email at [mwicklein@alltrafficsolutions.com](mailto:mwicklein@alltrafficsolutions.com)

Sincerely,

A handwritten signature in black ink that reads "Max Wicklein". The signature is written in a cursive, flowing style.

Max Wicklein  
Inside Sales Representative

## SPEED ALERT 24 VMS RADAR TRAILER







**SPEED ALERT 24 VMS RADAR TRAILER WITH FLASHING RED/BLUE LIGHTS  
(OPTIONAL ACCESSORY)**







# Fairburn Police Department

Stoney Mathis

Chief of Police

191 SW Broad Street  
Fairburn, GA 30213



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DATE: 12 February 2020  
TO: Chief S. Mathis  
FROM: Lt. E. Eiswerth  
SUBJECT: SpeedAlert Messages

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## SpeedAlert Messages

- **SA24: 1-3 line messages**
  - o **1 line:** 24" H x 12.5" W characters, 4 per line
  - o **2 lines:** 10 1/4" H x 5.75" W characters, 8 per line
  - o **3 lines:** 7" H x 4" W characters, 12 per line
  - o **2 lines:** (1) 7" char, 12/line, (1) 10 1/4" char, 8/line
- Up to 6 screens per message
- Full graphics capability, each LED individually controllable
- Variable display time, flash and reverse rates for each screen
- Scroll through 25 user defined onboard messages using selector buttons built into sign, no training necessary
- Ability to sequence messages for up to 144 screen animation
- Message power efficiency calculator in software
- Actual sign preview and unlimited message storage using TrafficCloud™ Web-based Remote Management Service, ATS PC Sign Manager or ATS Android App
- Messages on sign retained when power removed
- Sign returns to last message when power applied
- Conditional Messaging – Accept local or remote data and dynamically display messages driven off data, and/or incorporate into messages





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: PROPOSED FUNDING FOR UTILITY PROJECTS APPROVED ON FEBRUARY 10, 2020**

( ) AGREEMENT      ( ) POLICY / DISCUSSION      ( ) CONTRACT  
( ) ORDINANCE      ( ) RESOLUTION      (X) OTHER

**Submitted: 02/19/2020**

**Work Session: 02/24/2020**

**Council Meeting: 02/24/2020**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** To fund Council approved utility projects from 2014 bond proceeds (\$187,425).

**PUBLIC HEARING?** ( ) Yes (X) No

---

**PURPOSE:** To utilize 2014 bond proceeds for the following Utility Projects approved by Council on February 10, 2020: Shaw Drive Generator (\$74,000); St. John's Crossing Sewer Repair (\$71,250) and Waterboy Storm Drain Pipeline (\$42,175).

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** The Finance Staff recommends that the Mayor and City Council approve using 2014 bond proceeds to complete the projects listed above.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT AWARD CLARK PATTERSON LEE FOR DEPOT PARKING LOT DESIGN SERVICES**

( ) AGREEMENT      ( ) POLICY / DISCUSSION      ( X ) CONTRACT  
( ) ORDINANCE      ( ) RESOLUTION      ( ) OTHER

**Submitted: 02/17/2020      Work Session: 02/24/2020      Council Meeting: 02/24/2020**

**DEPARTMENT:** Community Development/Public Works

**BUDGET IMPACT:** The budget impact will be \$25,900. The project expenditures will come out of account number (100-1565-52-3900).

**PUBLIC HEARING?** ( ) Yes    ( X ) No

---


**PURPOSE:** For Mayor and Council to approve a contract award with Clark Patterson Lee for Parking Lot Design Services at the Train Depot; future location of Casablanca Restaurant.

**HISTORY:** In December 2019, the Community Department solicited proposals to design a parking lot at the train depot that will house Casablanca Restaurant.

**FACTS AND ISSUES:** In response to our solicitation, the City of Fairburn received proposals from three (3) prospective firms. Based on the firm's qualifications and the fee proposal, Clark Patterson Lee was selected as the successful respondent.

**RECOMMENDED ACTION:** Staff recommends that City Council approve a contract award with Clark Patterson Lee for Depot Parking Lot Design Services and authorize the Mayor to sign the proposals for these services.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator





December 18, 2019

Mr. Lester Thompson, MPA  
Director of Community Development/Public Works  
City of Fairburn  
26 W. Campbellton Street  
Fairburn, GA. 30213

VIA EMAIL

RE: City of Fairburn  
Depot Parking Lot Design Proposal

Dear Mr. Thompson:

Clark Patterson Lee (CPL) is pleased to provide this proposal to design a parking lot at the Depot, as follows:

**Scope of Work**

**Task 1: Existing Conditions Analysis and Concept Design**

- Using the existing survey provided by Accura Engineering as a base map for the project, develop a single concept that includes the following criteria:
  - Maximizes the amount of parking spaces
  - Incorporates the existing driveway aprons into the plan
  - Avoids disturbance to the building and the monument
  - Minimizes disturbance to surrounding vegetation
  - Meets existing codes for ingress and egress
- Hold a site visit with city staff to review the plan and discuss any issues.
- Based on the outcome of this meeting, we will modify the plan and provide a cost estimate for construction. We will provide this estimate to the city for review and approval prior to developing construction plans.

**Task 2: Construction Documents**

- Following an approval to move forward, develop a set of construction plans that are include the following:
  - Civil Cover Sheet
  - Civil Notes, Legend, and Abbreviations
  - Civil Specifications on the plans
  - Existing Conditions Plan (copy of sealed survey as provided by the client)
  - Site Demolition Plan
  - Dimensional site layout plan

3011 Sutton Gate Dr.  
Suite 130  
Suwanee, GA 30024  
770.831.9000 TEL  
CPLTeam.com

- Grading and drainage plan including storm drainage profiles and calculations
- Sanitary sewer and utility plans and profiles
- Civil construction details
- Landscape plan and details
- Erosion and sedimentation control notes and certifications
- Erosion and sedimentation control plans (single phase)
- Erosion and sedimentation Control details
- We will provide the construction plan to the city for review and comment in electronic and hard copy format.
- We will provide an updated project cost estimate based on the final set of plans approved by the City.
- In addition to plans, will provide a booklet-style bid specification manual to the city that will include standard bid forms, and technical specifications.

**Task 3: Permitting**

- Upon final approval by the City, provide an independent review of the plans to ensure they comply with all city codes and requirements. This will be completed by our in-house staff.
- Once a final quality control/compliance review is completed, we will submit an encroachment application to GDOT for review and approval. We anticipate up to two reviews to get final approval.

**Task 4: Bidding and Construction Administration Assistance**

- Assist the city during the bid period by being available to answer RFIs, provide plan sets, and review final bids.
- Attend a pre-bid conference with the city during the bid period.
- Attend a pre-construction conference with the selected contractor to review the project and schedule.
- Will be available during the construction period to answer questions, review shop drawings and provide clarification.
- Will attend a punch list walk through of the site prior to construction completion and provide a summary report to the city with necessary items to address following the meeting.

**Fee Proposal**

CPL will perform Task items 1 through 3 for a Lump Sum of \$25,900. Task 4 will be charged hourly as indicated in the hourly rates listed in Appendix 'B'.

We will not exceed the estimated budget without authorization from the City. Direct expenses will be billed at cost plus 15%. Direct expenses include, but are not limited to, reproduction cost, courier service, mileage, telephone/fax cost, etc.

**Exclusions:**

Any additional survey required for the project will be quoted when the scope becomes clear and billed as an additional service.

**TERMS AND CONDITIONS:**


This agreement shall be administered in accordance with the Terms and Conditions listed in Appendix "A" and the hourly rates listed in Appendix "B" attached hereto.

This document together with the exhibits and/or appendices identified herein constitutes the entire understanding between Fairburn and CPL with respect to the work to be performed by CPL for the benefit of Fairburn and may only be modified in writing signed by both parties. Please sign and return the enclosed copy of this letter if this document satisfactorily sets forth the understanding of the arrangement between Fairburn and CPL. Receipt of the signed agreement will serve as our notice to proceed. This Contract will be open for acceptance for sixty days from the date of this letter.


We look forward to working with you on this project.

Sincerely,

**CPL ARCHITECTURE ENGINEERING & PLANNING**



Clark Kennedy, P.E.  
Civil Engineer



Rich Edinger, P.E.  
Vice President

cc: file

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_ Title: \_\_\_\_\_

## **APPENDIX "A"**

### **TERMS AND CONDITIONS**

1. Clark Patterson Lee (hereinafter called "CPL") shall perform the services defined in this Letter Agreement and Client agrees to pay CPL for said services as set forth below.

2. All documents including Drawings and Specifications prepared by CPL are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CPL for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to CPL; and Client shall indemnify and hold harmless CPL from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CPL to further compensation at rates to be agreed upon by Client and CPL.

3. Client agrees to additionally compensate CPL for services resulting from significant changes in general scope of Project, for revising previously accepted reports, studies, design documents, or Contract Documents, or for delays caused by others rather than CPL.

4. Construction cost estimates prepared by CPL represents CPL's best judgment as professionals familiar with the construction industry. It is recognized, however, that CPL has no control over cost of labor, materials, or equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. CPL cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from cost estimates prepared by CPL.

5. If requested by Client or if required by the scope of services of the Agreement, CPL shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. However, CPL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. CPL shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

6. Surveying will be provided as stated in the Agreement. Surveying provided on an hourly basis will be charged with a 4-hour minimum at the hourly rates in effect at the time the service is performed. Replacement of survey markers resulting from contractor disturbance or vandalism will be accomplished on an hourly basis.

7. The cost of permits, fees, toll telephone calls, courier service, reproduction of reports, Drawings, and Specifications, transportation in connection with the Project, and other out of pocket expenses will be reimbursed to CPL by Client at cost plus 15%.

8. CPL shall submit monthly statements for services rendered and for reimbursable expenses incurred. Statements will be based upon CPL's time of billing. Payment is due upon receipt of CPL's Statement. If Client fails to make any payment due CPL for services and expenses within 30 days after the date of CPL's statement therefore, the amounts due CPL shall include a charge at the rate of 1.5% per month (18% per annum), or portion thereof, from said 30th day, and, in addition, CPL may, after giving 7 days' written notice to Client, suspend services under this Agreement until CPL has been paid in full all amounts due CPL are collected through an attorney or collection agency, Client shall pay all fees and costs of collection.

9. This Agreement may be terminated by either party upon 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault to the party initiating termination, or in the event Project is cancelled. In the event of termination, CPL shall be paid the compensation plus Reimbursable Expenses due for services performed to termination date.

10. This Agreement shall be governed by the laws of the State Georgia. Liability shall be limited to amount of the fees paid for professional services.

11. The services to be performed by CPL under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of CPL toward any persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

12. Client and CPL each binds himself and his partners, successors, executors, administrators, and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither Client nor CPL shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other; however, CPL may employ others to assist in the carrying out of duties under this Agreement.



**APPENDIX "B"**  
**CPL HOURLY RATES**

<b>PRINCIPAL ENGINEER</b>	<b>\$210 - \$240/HR</b>
<b>PROJECT MANAGER</b>	<b>\$180 - \$210/HR</b>
<b>SR. STAFF ENGINEER / SR. ARCHITECT / SR. PLANNER</b>	<b>\$ 145 - \$165/HR</b>
<b>STAFF ENGINEER / ARCHITECT / PLANNER</b>	<b>\$ 125 - \$150/HR</b>
<b>JR. ENGINEER / JR. ARCHITECT / JR. PLANNER</b>	<b>\$ 85 - \$125/HR</b>
<b>DESIGNER / DRAFTPERSON</b>	<b>\$ 60 - \$70/HR</b>
<b>JR. DESIGNER / JR. DRAFTPERSON / JR. PLANNER</b>	<b>\$ 50 - \$55/HR</b>
<b>SECRETARIAL</b>	<b>\$ 45/HR</b>
<b>AUTO MILEAGE</b>	<b>IRS RATE + 15%</b>
<b>MISCELLANEOUS</b>	<b>COST PLUS 15%</b>



3500 Parkway Lane, Suite 500  
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744  
www.pondco.com

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## **TASK ORDER 3: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)**

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**To:** City of Fairburn

PO Box 145

Fairburn, GA 30213

**Attn:** Mr. Lester Thompson

**Date:** December 5, 2019

**From:** Andrew Kohr (Pond)

Copy to: Bob Williams

---

### **Scope of Work**

---

**Description:** Provide On-Call Professional Engineering & Landscape Architectural Services as identified in the Request for Proposal dated May 15, 2019 and subsequent contract dated July 31, 2019.

### **Background**

Pond has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 31, 2019. The City of Fairburn would like to upgrade the current city-owned parking lot located at the former railroad depot at the southeast corner of Cole Street and SW Broad Street (US 29). The depot building is currently owned by the City of Fairburn with a portion of the surrounding property leased from CSX Railroad. The building is undergoing renovations for a future restaurant.

The proposed parking lot would incorporate existing asphalt parking, drive aisle, and existing driveway aprons along US 29 and Cole Street. The existing Confederate memorial/garden club plaque and flag will remain, however the city is open to relocating the existing boxwood and some tree removal. The plan is for the entrance into the parking lot to be located at the Cole Street apron with a one-way drive (and associated parking lot) traveling south and existing onto US 29.

### **Scope of Work**

#### **Task 1: Existing Conditions Analysis and Concept Design**

- Pond will take the existing survey provided by Accura (via Stantec) and create an updated survey to reflect existing conditions of the area outlined in this attachment.
- Pond will develop a single concept that includes the following criteria:

- Maximizes potential for parking spaces
- Utilizes the existing driveway aprons
- Avoids disturbance to the building and the monument
- Minimizes disturbance to surrounding vegetation where possible
- Meets existing codes for ingress and egress
- Pond will hold a site visit with city staff to review the plan and discuss any issues.
- Based on the outcome of this meeting, Pond will modify the concept and provide a cost estimate for construction. Pond will provide this estimate to the city for review and approval prior to developing construction plans.

#### **Task 2: Construction Documents**

- Following an approval to move ahead, Pond will develop a set of construction plans that are inclusive of the following:
  - Civil Cover Sheet
  - Civil Notes, Legend, and Abbreviations
  - Civil Specifications (plan format)
  - Existing Conditions Plan (copy of sealed survey as provided by the client)
  - Site Demolition Plan
  - Dimensional site layout plan
  - Grading and drainage plan including storm drainage profiles and calculations
  - Sanitary sewer and utility plans and profiles
  - Civil construction details
  - Landscape plan and details
  - Erosion and sedimentation control notes and certifications
  - Erosion and sedimentation control plans (single phase)
  - Erosion and sedimentation Control details
- We will provide the construction plan to the city for review and comment in electronic and hard copy format.
- Pond will provide an updated project cost estimate based on the final set of plans approved by the city.
- In addition to plans, Pond will provide a booklet-style bid specification manual to the city that will include standard bid forms, and technical specifications.

#### **Task 3: Permitting**

- Upon final approval by the city, Pond can provide an independent review of the plans to ensure it complies with all city codes and requirements. This will be completed by our in-house staff.
- Once a final quality control/compliance review is completed, we will submit an encroachment application to GDOT for review and approval. We anticipate up to two reviews to get final approval.

#### **Task 4: Bidding and Construction Administration Assistance**

- Pond will assist the city during the bid period by being available to answer RFIs, provide plan sets, and review final bids.
- Pond will attend a pre-bid conference with the city during the bid period.
- Pond will attend a pre-construction conference with the selected contractor to review the project and schedule.



- Pond will be available during the construction period to answer questions, review shop drawings and provide clarification.
- Pond will attend a punch list walk through of the site prior to construction completion and provide a summary report to the city with necessary items to address following the meeting.

### **Budget**

The total not to exceed budget is \$36,330 includes labor and expenses to perform the scope of work. The city will be billed using the billing rates and expense table included in our contract. Expenses for this project include survey rental equipment and travel to and from the project site.

### **City Responsibilities**

- The city will provide the digital/AutoCAD version of the existing site survey (already completed)
- The city will ensure Pond has access to the site for the survey and following site visits.
- The city will review and provide input

### **Conditions of Service**

- Pond will augment the existing survey work. Property boundary research/ALTA survey work is excluded from this scope.
- Many of the survey items were captured with the original survey dating to 2013. Concerning utilities, source information from plans and markings will be combined with observed evidence of utilities to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation of the utility may be necessary. Excavation of any utilities is excluded.
- Any renderings or visual graphics beyond a site layout plan created in Civil3D are excluded.
- It is our understanding that milling and resurfacing the existing parking lot areas do not count towards the 5,000 square foot threshold of impervious surface. Based on our calculations, potential new impervious surface areas will be less than 5,000 square feet. This is subject to change based on final design. As such, a stormwater analysis and report are excluded from this project.
- This project will be less than one-acre in total disturbance and therefore excluded from needing an NOI.
- The city will be responsible for bidding the project. Pond will assist in the bid process including providing drawings and specifications to contractors.
- The city will handle all contractor pay applications directly.
- Wetland delineation, environmental studies, cultural resource studies and geotechnical testing are excluded from this proposal.
- Electrical engineering, lighting design, irrigation design, and structural engineering are excluded from this proposal.
- Roadway design/traffic analysis and design are excluded from this proposal.
- Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included in this proposal. A change order for additional fee will be provided based upon the actual scope required in these cases.
- Any construction phase site visits or meetings beyond the pre-construction meeting and the punch list will incur additional costs.



- No environmental assessments (ESAs) are included. Any required remediation will be completed by others.
- Coordination with the railroad or any utilities is excluded from this contract.

**Additional Work**

Pond can provide the city additional planning, design, and engineering services on an as-needed basis. A scope of work for future services would be provided under subsequent task orders.

**Authorization**

As our authorization to proceed with the scope of work, schedule, and fee structure outlined herein, please sign in the space provided below and return one copy (digital is acceptable) to Pond (c/o Andrew Kohr) for our records.

Authorized by: \_\_\_\_\_

Name: Lester Thompson

Title: Deputy Director/Community Development/Public Works

Date: \_\_\_\_\_



13 January 2020

Mr. Lester Thompson, MPA  
Director  
Community Development/ Public Works  
26 W. Campbellton St.  
Fairburn, GA, 30213

**RE: Proposal for Professional Services  
Fairburn Railroad Depot Parking Lot Design**

Dear Mr. Thompson,  
Atlas Technical Consultants, LLC (Atlas) proposes to provide the following services related to the referenced project.

**Scope and Deliverables**

**Project Description:** The proposed parking lot would incorporate existing asphalt parking, drive aisle, and existing driveway aprons along US 29 and Cole Street. The existing Confederate Memorial/Garden Club plaque and flag will remain; however, the city is open to relocating the existing boxwood and some tree removal. The plan is for the entrance into the parking lot to be located at the Cole Street apron with a one-way drive (and associated parking lot) traveling south and exiting onto US 29.

**Task 1: Existing Conditions Analysis and Concept Design**

- Prepare an updated survey to reflect existing conditions of the area.
- Develop a single concept that includes the following criteria:
  - Maximizes potential for parking spaces
  - Utilizes the existing driveway aprons
  - Avoids disturbance to the building and the monument
  - Minimizes disturbance to surrounding vegetation where possible
  - Meets existing codes for ingress and egress
- Attend a site visit with city staff to review the plan and discuss any issues.
- Modify the concept and provide a cost estimate for construction based on the outcome of this site visit for submittal to the city for review and approval prior to developing construction plans.

#### Task 2: Construction Documents

- Following an approval of the concept, Atlas will develop a set of construction plans that are inclusive of the following:

Civil Cover Sheet

Civil Notes, Legend, and Abbreviations

Civil Specifications (plan format)

Existing Conditions Plan (copy of sealed survey as provided by the client)

Site Demolition Plan

Dimensional site layout plan

Grading and drainage plan including storm drainage profiles and calculations

Sanitary sewer and utility plans and profiles

Civil construction details

Landscape plan and details

Erosion and sedimentation control notes and certifications

Erosion and sedimentation control plans (single phase)

Erosion and sedimentation Control details

- Submit the construction plans to the city for review and comment in electronic and hard copy format.
- Provide an updated project cost estimate based on the final set of plans approved by the City.
- In addition to plans, provide a booklet-style bid specification manual to the city that will include standard bid forms, and technical specifications.

#### Task 3: Permitting

- Once a final quality control/compliance review is completed, submit an encroachment application to GDOT for review and approval. We anticipate up to two reviews to get final approval.

#### Task 4: Bidding and Construction Administration Assistance

- Assist the city during the bid period by being available to answer RFIs, provide plan sets, and review final bids.
- Attend a pre-bid conference with the city during the bid period.
- Attend a pre-construction conference with the selected contractor to review the project and schedule.
- During the construction period, respond to questions, review shop drawings and provide clarification.
- Attend a punch list walk through of the site prior to construction completion and provide a summary report to the city with necessary items to address following the meeting.

### **Services not included**

The following items are not included in this proposal, but if they are requested, these items will be provided as additional Services:

- a. Geotechnical Investigation
- b. Construction staking

### **Schedule**

We estimate the following schedule for this work:

- |  |                               |
|--|-------------------------------|
| 1. Existing Conditions Analysis(SURV)  | 2 weeks from NTP              |
| 2. Concept Design (CONCEPT)  | 4 weeks from SURV             |
| 3. Construction Documents (CONSTR)   | 4 weeks from CONCEPT approval |
| 4. Permitting (PERMIT)   | 2 weeks from CONSTR approval  |
| 5. Bidding and Construction Administration Assistance- as needed after permit approval |                               |



## Project Costs

TASK	QTY	UNIT	RATE	SUB-TOTAL
<b>TASK 1- Existing Conditions Analysis &amp; Concept Design</b>				
Updated survey	1	LS	\$ 3,200.00	\$ 3,200.00
<b>CONCEPT DESIGN</b>				
Engineer	8	HR	\$ 110.00	\$ 880.00
Designer	24	HR	\$ 82.00	\$ 1,968.00
CADD Technician	40	HR	\$ 72.00	\$ 2,880.00
<b>SITE VISIT</b>				
Project Manager	8	HR	\$ 130.00	\$ 1,040.00
Engineer- Cost Estimate	12	HR	\$ 110.00	\$ 1,320.00
<b>TASK 1- COST</b>				<b>\$ 11,288.00</b>
<b>TASK 2- CONSTRUCTION DOCUMENTS</b>				
Engineer	40	HR	\$ 110.00	\$ 4,400.00
Designer	100	HR	\$ 82.00	\$ 8,200.00
CADD Technician	140	HR	\$ 72.00	\$ 10,080.00
Clerical	40	HR	\$ 52.50	\$ 2,100.00
Project Mgr	12	HR	\$ 130.00	\$ 1,560.00
<b>TASK 2 COST</b>				<b>\$ 26,340.00</b>
<b>TASK 3- PERMITTING</b>				
Engineer	2	HR	\$ 110.00	\$ 220.00
Designer	4	HR	\$ 82.00	\$ 328.00
CADD Technician	8	HR	\$ 72.00	\$ 576.00
Clerical	4	HR	\$ 52.50	\$ 210.00
Project Mgr	1	HR	\$ 130.00	\$ 130.00
<b>TASK 3- COST</b>				<b>\$ 1,464.00</b>
<b>TASK 4- BIDDING &amp; CONSTRUCTION ADMINISTRATION ASSISTANCE</b>				
Engineer	16	HR	\$ 110.00	\$ 1,760.00
Designer	0	HR	\$ 82.00	\$ -
CADD Technician	0	HR	\$ 72.00	\$ -
Clerical	8	HR	\$ 52.50	\$ 420.00
Project Mgr	12	HR	\$ 130.00	\$ 1,560.00
<b>TASK 4- COST</b>				<b>\$ 3,740.00</b>
<b>TOTAL COST</b>				<b>\$ 42,832.00</b>

Any additional work requested can be performed at the hourly rates specified in the attached Atlas Fee Schedule.

Thank you for this opportunity to provide services to the City of Fairburn.

Sincerely,

A handwritten signature in black ink, appearing to read "Ken Quintana". The signature is fluid and cursive, with the first name "Ken" and last name "Quintana" clearly distinguishable.

Ken Quintana, PE, RLS  
Civil/Site Manager  
407 East Maple Street, Suite 107  
Cumming, GA 30040  
(770) 781-5507

## CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ between the City of Fairburn, Ga, with its principal place of business located at 147 Athens Street, Jefferson, GA 30549 (hereinafter referred to as "Client"), and Atlas Technical Consultants, LLC with its local place of business located at 2450 Commerce Avenue, Duluth, Georgia 30096 (hereinafter referred to as "ATLAS").

### WITNESSETH:

WHEREAS, Client requires certain services and ATLAS possesses knowledge, experience and technical resources to provide such services.

WHEREAS, Client desires to contract with ATLAS and ATLAS desires to accept and perform such services;

NOW THEREFORE, Client and MA, in consideration of the terms, covenants, recitals and conditions herein contained, hereby agree as follows:

1. **Services.** ATLAS hereby agrees to provide certain Services as defined and set forth in Exhibit "A" Scope of Services, which is attached hereto and incorporated herein by reference.
2. **Compensation.** In consideration of the Services to be rendered by ATLAS under this Agreement, Client agrees to pay ATLAS in accordance with the labor categories and fees listed in Exhibit "B" – *Fee Schedule*, which is attached hereto and incorporated herein by reference.
3. **Payment for Services.** Client agrees to pay invoices within thirty (30) days of receipt. Interest at the rate of one and one-half percent (1.5%) per month shall be payable on any amounts which are due but unpaid after thirty (30) days after receipt of such invoice. ATLAS reserves the right to suspend the performance of Services, or to immediately terminate this Agreement in the event any invoice remains unpaid for sixty (60) days. In the event it is necessary for ATLAS to utilize the services of an attorney for the collection of unpaid amounts, Client agrees to pay MA's reasonable attorney's fees directly attributable to such collection efforts.
4. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate of ATLAS and ATLAS's officers, directors, partners, employees, agents and subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ATLAS or ATLAS's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total actual compensation received by ATLAS pursuant to this Agreement, or the total amount of \$10,000.00, whichever is greater.
5. **Standard of Care.** Services provided by ATLAS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
6. **Delays.** ATLAS agrees to make good faith efforts to comply with reasonable schedule requirements requested by Client. Notwithstanding the foregoing, MA shall not be responsible for delays caused by factors beyond ATLAS's control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish

timely information or approve or disapprove of MA's services or instrumentalities of service, or delays caused by faulty performance by Client or by contractors of any level.

7. **Indemnification.** MA agrees to indemnify and hold Client harmless from and against suits, claims, liabilities, costs and expenses to the extent resulting from the negligent acts, errors or omissions of MA, its officers, agents and employees.

8. **Independent Contractor Status.** It is understood and agreed between the parties hereto that MA (including any agents, employees, subcontractors, successors and assigns of MA), in the performance of services under this Agreement, shall act as an independent contractor and not as an officer, agent, or employee of Client. MA acknowledges responsibility for all federal, state, and local requirements for employers which apply to MA.

9. **Records.** ATLAS shall maintain detailed records of its Services relating to this Agreement and shall make such records, including all accounts, bills, and vouchers relative thereto, available to Client and internal and external auditors for the purposes of making audits, examinations, excerpts, and transcriptions. Such records shall be maintained for a minimum of three (3) years following completion of Services under this Agreement and all other pending matters are closed.

10. **Jurisdiction and Venue.** Client and ATLAS stipulate that the laws of the State of Georgia shall govern any dispute between the parties, and that jurisdiction and venue shall be determined exclusively on the basis of the location of the local office of MA out of which this Agreement arises.

11. **Employment.** Client warrants that, during the term of this Agreement and for a period of one year subsequent to its termination, neither Client nor any of its affiliates, successors or assigns will employ or enter into a contractual relationship with any person who is a regular or contract employee of MA.

12. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Client and ATLAS and their respective successors and assigns. ATLAS shall have the right to assign this Agreement without Client's prior written consent in the event ATLAS shall hereafter affect a corporate reorganization, consolidate with, or merge into, any entity that controls, is controlled by, or is in common control with the ATLAS.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between Client and ATLAS with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral contracts between Client and ATLAS respecting the subject matter hereof. All individuals executing this Agreement on behalf of Client hereby expressly warrant that they are specifically authorized to execute same on behalf of Client.

14. **Amendment of Agreement.** This Agreement may be altered or amended only by written instrument signed by Client and ATLAS.



IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

CLIENT:

CITY OF JEFFERSON, GA

ATLAS TECHINICAL CONSULTANTS, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT "A"**

### **Scope of Services Fairburn Railroad Depot Parking Lot Design**

**Project Description:** The proposed parking lot would incorporate existing asphalt parking, drive aisle, and existing driveway aprons along US 29 and Cole Street. The existing Confederate Memorial/Garden Club plaque and flag will remain; however, the city is open to relocating the existing boxwood and some tree removal. The plan is for the entrance into the parking lot to be located at the Cole Street apron with a one-way drive (and associated parking lot) traveling south and exiting onto US 29.

#### **Task 1: Existing Conditions Analysis and Concept Design**

- Prepare an updated survey to reflect existing conditions of the area.
- Develop a single concept that includes the following criteria:
  - Maximizes potential for parking spaces
  - Utilizes the existing driveway aprons
  - Avoids disturbance to the building and the monument
  - Minimizes disturbance to surrounding vegetation where possible
  - Meets existing codes for ingress and egress
- Attend a site visit with city staff to review the plan and discuss any issues.
- Modify the concept and provide a cost estimate for construction based on the outcome of this site visit for submittal to the city for review and approval prior to developing construction plans.

#### **Task 2: Construction Documents**

- Following an approval of the concept, Atlas will develop a set of construction plans that are inclusive of the following:
  - Civil Cover Sheet
  - Civil Notes, Legend, and Abbreviations
  - Civil Specifications (plan format)
  - Existing Conditions Plan (copy of sealed survey as provided by the client)
  - Site Demolition Plan
  - Dimensional site layout plan
  - Grading and drainage plan including storm drainage profiles and calculations
  - Sanitary sewer and utility plans and profiles
  - Civil construction details
  - Landscape plan and details
  - Erosion and sedimentation control notes and certifications
  - Erosion and sedimentation control plans (single phase)
  - Erosion and sedimentation Control details
- Submit the construction plans to the city for review and comment in electronic and hard copy format.

- Provide an updated project cost estimate based on the final set of plans approved by the City.
- In addition to plans, provide a booklet-style bid specification manual to the city that will include standard bid forms, and technical specifications.

#### Task 3: Permitting

- Once a final quality control/compliance review is completed, submit an encroachment application to GDOT for review and approval. We anticipate up to two reviews to get final approval.

#### Task 4: Bidding and Construction Administration Assistance

- Assist the city during the bid period by being available to answer RFIs, provide plan sets, and review final bids.
- Attend a pre-bid conference with the city during the bid period.
- Attend a pre-construction conference with the selected contractor to review the project and schedule.
- During the construction period, respond to questions, review shop drawings and provide clarification.
- Attend a punch list walk through of the site prior to construction completion and provide a summary report to the city with necessary items to address following the meeting.

**EXHIBIT "B"**

**FEE SCHEDULE**

**ATLAS TECHNICAL CONSULTANTS, LLC  
HOURLY RATE SCHEDULE  
PUBLIC CLIENTS  
(Effective August 1, 2019)**

<b>CLASSIFICATION</b>	<b>RATE PER HOUR</b>
Principal .....	\$200.00
Senior Professional/Department Head/Program Manager .....	\$160.00
Registered Professional/Engineer/Surveyor/Project Manager/GIS Manager .....	\$130.00
Right of Way Review and Appraiser .....	\$125.00
Engineer .....	\$110.00
Professional (Landscape Arch., Ecologist, Historian, Appraiser, Relocation Specialist) .....	\$90.00
Construction Mgr .....	\$100.00
Designer/GIS Specialist .....	\$82.00
Senior Inspector .....	\$75.00
Inspector .....	\$65.00
Design/Survey Technician/CADD Operator/GIS Field Technician .....	\$72.00
Clerical .....	\$55.00
Paralegal .....	\$70.00
Senior Field Technician .....	\$75.00
Field Technician .....	\$65.00
Survey Crew (2 person) .....	\$110.00
Survey Crew (2 person and robotic instrument) .....	\$100.00
Survey Crew (3 person) .....	\$135.00
Survey Crew with GPS .....	\$115.00
Utility Locator .....	\$80.00
Acquisition Specialist .....	\$80.00





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: TO APPROVE THE LICENSING AND CONVERSION FROM THE ITRON METER READING SYSTEM TO THE NEPTUNE CLOUD BASED ELECTRONIC METER READING SYSTEM FROM DELTA MUNICIPAL IN THE AMOUNT OF \$26,200.00**

( ) AGREEMENT      ( ) POLICY / DISCUSSION      ( ) CONTRACT  
( ) ORDINANCE      ( ) RESOLUTION      ( X ) OTHER

**Submitted: 02/24/2020      Work Session: 02/24/2020      Council Meeting: 02/24/2020**

**DEPARTMENT:** Utility (Water & Sewer)

**BUDGET IMPACT:** The budget impact of this task order will be \$26,200.00. The proposed expenditures will come out of the Water & Sewer Account (505-0000-52-2270).

**PUBLIC HEARING?** ( ) Yes    ( X ) No

---

**PURPOSE:** For Mayor and Council to approve the licensing and conversion from the ITRON Meter Reading System to the Neptune Cloud Based Electronic Meter Reading System from Delta Municipal in the amount of \$26,200.00.

**HISTORY:** In recent years, the City of Fairburn has slowly progressed to acquire an electronic reading system. Currently, the present ITRON system needs an equipment upgrade and the license has expired.

**FACTS AND ISSUES:** City Water and Electric staff, with the assistance of ECG and Delta Municipal, reviewed options of cloud-based meter reading software and hardware that will be efficient in reading electric and water meters accurately. This system can read all brands of electronic meters and retain a 90-day data analysis.

**RECOMMENDED ACTION:** Staff recommends that the City Council to approve the licensing and conversion from the ITRON Meter Reading System to the Neptune Cloud Based Electronic Meter Reading System from Delta Municipal in the amount of \$26,200.00.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



www.deltamunicipal.com

## Quote

### Delta Municipal Supply Company, Inc.

408 Jesse Cronin Road  
Braselton, GA 30517

Date	Quote #
2/18/2020	10430

Bill To
City of Fairburn Attn: Accounts Payable 56 Malone St. SW Fairburn, GA 30213

Ship To
City of Fairburn Water Department 106 Howell Ave. Fairburn, GA 30213

Your No.	Terms	Rep	FOB	Ship Via
Pending	Net 30 Days	MT	Destination	Best Way

Quantity	Description	Unit Price	Total
1	Neptune 360 - Advanced Annual Software as a Service (5,001 - 10,000 Services) *Host 2 years of meter reading data*	9,950.00	9,950.00
1	Neptune R900v3 Belt Clip	3,000.00	3,000.00
1	Neptune MRX920v4 Mobile Data Collector	7,250.00	7,250.00
1	Neptune 360 Software One-time Setup Fee & Training (4 Hours Neptune Remote Training Included) *Additional on-site training to be provided from Delta at no additional cost*	5,000.00	5,000.00
2	Android Tablet w/Neptune 360 App	500.00	1,000.00

	<b>Subtotal</b>	\$26,200.00
	<b>Sales Tax (0.00)</b>	\$0.00
	<b>Total</b>	<b>\$26,200.00</b>

**WE APPRECIATE YOUR BUSINESS!** Please contact our office with any questions regarding this quote.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

*"We Supply Service"*



United Systems & Software, Inc. | www.united-systems.com  
P.O. Box 547 | 205 Ash Street | Benton, KY 42025  
Phone: 270.527.3293 | 800.455.3293 | FAX: 270.527.3132

SALES ORDER

Jan 28, 2020

Promotion  
Quotation  
For— City of Fairburn

Subject— NEW Itron "MV-RS to FCS, It's Just a Software Upgrade" Promotion

Qty	Specifications	Extended Cost
Promotion Includes—		\$ 6,995.00
1	Itron FCS SFTW Software License & Media – <b>FREE<sup>1</sup></b>	
1	Includes USS On-site Services for Installation, Support and User Training <sup>2</sup> -If On-site is requested, see footnote below for applicable pricing	
MC3Lite Option—		
1	Itron MC3Lite - Mobile Collection System with FZ-G1 Toughpad Tablet Up to 10k endpoints Includes: Portable Wiring Kit, Tablet Dock, DCU-5310-301 MC3 MC3Lite RF Unit (1-year warranty) OEM-1069-042 Toughpad FZ-G1, 10" Tablet (3-year warranty) OEM-FZ-SVCTPNF5Y Panasonic's Protect Plus for 5 years, Add \$750.00 Itron Annual Maintenance: \$1,320.00	\$ 15,500.00
1	Itron Mobile set up fee:	\$ 250.00
1	IMR Radio	\$ 1,795.00
1	FZN-001-002 Handheld	\$ 2,500.00
1	Itron Mobile IMA Drive-by Annual Subscription (5-10K meters) This line item will be billed directly by Itron, MSRP \$840/Year	

**Total \$ 27,040.00**

Qualifications, Conditions & Scope of Services—

1. To qualify for this promotion, Itron Customers must be carrying an active MV-RS software maintenance coverage plus agree to the ensuing year of software maintenance coverage for the new FSC software. USS will submit an online application for upgrade promotion qualification with Itron responding within 2 business days.

Qualifying customers / installations must not exceed the following limits for this promotion offering-

- Maximum of ten (10) Handhelds or less
- Maximum two (2) Mobile Collectors or less
- Maximum of one (1) Office or Location for the Software Installation

Iron Field Collection Software requires 64-bit variant Windows Operating Systems, versus the 32-bit variant. FCS only supports FC300 handhelds or newer.

2. Remote services can be performed for simple, single/standalone PC Installations.. Due to the varying complexity of multi-user/networked FCS Installations, on-site services are required. Travel related expenses are invoiced at \$85 hourly travel rate & \$275 daily per diem.



#### TERMS AND CONDITIONS OF SALE ("Terms")

1. All references in this document to "Seller" shall include United Systems & Software, Inc. whether or not performing any or all of the scope hereunder or specifically identified herein. All references to "Buyer" shall include all parent(s), subsidiaries and affiliates of the entity placing the order. Buyer and Seller may be referred to individually as a "Party" and collectively as "Parties".
2. All sales to Buyer are subject to these Terms, which shall prevail over any inconsistent terms of Buyer's purchase order or other documents. Additional or different terms and conditions in any way altering or modifying these Terms are expressly objected to and shall not be binding upon Seller unless specifically accepted in writing by Seller's authorized representative. No modification or alteration of these Terms shall result by Seller's shipment of goods following receipt of Buyer's purchase order, or other documents containing additional, conflicting or inconsistent terms. There are no terms, conditions, understandings, or agreements other than those stated herein, and all prior proposals and negotiations are merged herein. These Terms are binding on the Parties, their successors, and permitted assigns.
3. Prices on Seller website, catalogs or in Seller quotes are subject to change without notice, and all such prices expire and become invalid if not accepted within 10 calendar days from the date of issue, unless otherwise noted by Seller in writing. Price extensions if made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are not binding on Seller. Prices shown do not include any sales, excise, or other governmental tax or charge payable by Seller to any federal, state or local authority. Any taxes now or hereafter imposed upon sales or shipments will be added to the purchase price, and Buyer shall reimburse Seller for any such tax or provide Seller with an acceptable tax exemption certificate. All prices and other terms provided to Buyer shall be kept confidential except to the extent a Party is required by law to disclose the same.
4. Seller shall not be liable for delay or default in delivery resulting from any cause beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, wars (declared or undeclared), acts of terrorism, manufacturers' shortages, availability or timeliness of transportation, materials, fuels, or supplies, and acts of God (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event: (a) the time for Seller's performance shall be extended reasonably and the Parties shall adjust all affected dates accordingly; (b) the purchase price shall be adjusted for any increased costs to Seller resulting from such Force Majeure Event; and (c) Buyer shall not be entitled to any other remedy.
5. Seller is a reseller of goods only, and as such does not provide any warranty for the goods it supplies hereunder. Notwithstanding this As-Is limitation, Seller shall pass through to Buyer any transferable manufacturer's standard warranties with respect to goods purchased hereunder. BUYER AND PERSONS CLAIMING THROUGH BUYER SHALL SEEK RECOURSE EXCLUSIVELY FROM MANUFACTURERS IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS, AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF BUYER AND PERSONS CLAIMING THROUGH BUYER FOR DEFECTIVE GOODS, WHETHER THE CLAIM OF BUYER OR THE PERSON CLAIMING THROUGH BUYER SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. BUYER SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. SELLER EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER ASSUMES NO RESPONSIBILITY WHATSOEVER FOR SELLER'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY BUYER, AND BUYER'S ACCEPTANCE AND USE OF GOODS SUPPLIED HEREUNDER SHALL BE PREMISED ON FINAL APPROVAL BY BUYER OR BY BUYER'S RELIANCE ON ARCHITECTS, ENGINEERS, OR OTHER THIRD PARTIES RATHER THAN ON SELLER'S INTERPRETATION. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL SELLER BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY SELLER'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST THE MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO SELLER FOR GOODS FURNISHED TO BUYER WHICH ARE THE SUBJECT OF SUCH CLAIM(S). ALL CLAIMS MUST BE BROUGHT WITHIN ONE YEAR OF ACCRUAL OF A CAUSE OF ACTION.
6. Buyer shall indemnify, defend, and hold Seller its officers, directors, employees and agents harmless from any and all costs (including attorneys' and accountants' fees and expenses), liabilities and damages resulting from or related to any third party (including Buyer's employees) claim, complaint and/or judgment arising from Buyer's use of any goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Buyer or any material breach by Buyer of these Terms.
7. When goods are delivered to Buyer in Seller's own vehicles, the F.O.B. point shall be Buyer's designated delivery site. In all other cases the F.O.B. point shall be Seller's store or warehouse and all responsibility and costs of shipping and delivery beyond the applicable F.O.B. point shall be borne by Buyer. Title and risk of loss shall pass to Buyer at the applicable F.O.B. point, which for goods not delivered in Seller's own vehicles shall be when Seller delivers the goods to the common carrier. All claims for shortage of goods or for loss or damage to goods as to which Seller has the risk of loss shall be waived unless Buyer, within 10 calendar days after receipt of the short or damaged shipment, gives Seller written notice fully describing the alleged shortage or damage. Partial shipments are permitted at Seller's discretion.
8. Any change in product specifications, quantities, destinations, shipping schedules, or any other aspect of the scope of goods must be agreed to in writing by Seller, and may result in a price and delivery adjustment by Seller. No credit for goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge.
9. Unless otherwise agreed in writing, payment terms are Net 10, payable in United States of America ("U.S.") dollars. Notwithstanding the foregoing, all orders are subject to Seller's continuing approval of Buyer's credit. If Buyer's credit is not approved or becomes unsatisfactory to Seller then Seller, in its sole discretion, may suspend or cancel performance, or require different payment terms, including but not limited to cash on delivery or in advance of shipment. In addition, Seller may in its discretion require an advance deposit of up to 100% of Seller's selling price for any specially manufactured goods ordered by Buyer hereunder. Payments due hereunder shall be made in the form of cash, check, or money order, or other tender approved in writing by Seller. Seller may, in its sole discretion, apply Buyer's payment against any open charges. Past due accounts bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, continuing after Seller obtains judgment against Buyer. Seller may exercise setoff or recoupment to apply to or satisfy Buyer's outstanding debt. Buyer shall have no right of setoff hereunder, the same being expressly waived hereby.
10. Buyer shall not export or re-export, directly or indirectly, all or any part of the goods or related technology obtained from Seller under these Terms except in accordance with applicable export laws and regulations of the U.S. Further, a Buyer that is a non-U.S. company or citizen shall similarly limit any export or re-export activity to that which would be deemed compliant with U.S. export laws and regulations if performed by a U.S. company or citizen.
11. Buyer shall pay Seller all costs and expenses of collection, suit, or other legal action brought as a result of the commercial relationship between them, including, but not limited to, all actual attorneys' and paralegals' fees, and collection costs, incurred pre-suit, through trial, on appeal, and in any administrative or bankruptcy proceedings. Any cause of action that Seller has against Buyer may be assigned without Buyer's consent to United Systems & Software, Inc.
12. This Agreement, Buyer's account, and the business relationship between Buyer and Seller shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. The Parties agree that any legal action arising under or related to this Agreement shall be brought in Marshall County, Kentucky, and any right to object to such venue or to assert the inconvenience of such forum is hereby waived.
13. If Buyer fails to comply with these Terms, Seller may terminate or restrict any order immediately upon notice to Buyer. Buyer certifies that it is solvent and that it will advise Seller immediately if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the form of ownership of Buyer's business within 5 days of such changes. Buyer and Seller are the only intended beneficiaries of this document, and there are no third party beneficiaries.
14. The invalidity or unenforceability of all or part of these Terms will not affect the validity or enforceability of the other terms. The parties agree to replace any void or unenforceable term with a new term that achieves substantially the same practical and economic effect and is valid and enforceable.
15. The following provisions shall survive termination, cancellation and completed performance of this Agreement as long as necessary to allow the aggrieved party to fully enforce such clauses: 5, 6, 9, 10, 11 and 12.



6525 BEST FRIEND RD SUITE 100  
NORCROSS, GA 30071

**ITRON SOFTWARE UPGRADE**

www.anixterpowersolutions.com

Phone: 404.691.2605  
Fax: 770.798.1309

**Quotation: U00606145.00**

To: **FAIRBURN UTILITIES**  
**ATTN: ACCOUNTS PAYABLE**  
**56 SW MALONE ST**  
**FAIRBURN, GA 30213**

Issued Date: **Oct 30, 2019**  
Expiration Date: **Nov 29, 2019**

Sales Contact: **Andy Staker**  
**(P) 404.223.1823**  
**(F) 404.691.4736**  
**andrew.staker@anixter.com**

Attn:  
Phone:  
Fax:

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		<b>FCSFF-ED</b> FCS SOFTWARE 5-10K ENDPOINTS; ELECTRONIC	1	3,400.000	EA	3,400.00
2		<b>FCS TRAINING</b> 3 DAY ONSITE TRAINING  DEL: *WILL NEED TO BE QUOTED AT END OF YEAR	1	4,500.000	EA	4,500.00
3		<b>IMA-SETUP-FEE</b> ITRON MOBILE CLOUD TENANT SET UP	1	300.000	EA	300.00
4		<b>IMA D-FF-SUB-ED</b> IMA DRIVEBY, 5001-10,000 ENDPOINTS SUBSCRIPTION  DEL: *BILLED DIRECTLY BY ITRON	1	840.000	EA	840.00
5		<b>MC3LITE</b> <25K ENDPOINTS W/ DCU-5310-301 RF UNIT	2	15,500.000	EA	31,000.00
6		<b>IMR-0902-001</b> ITRON MOBILE RADIO 2 W/ USB CABLE + CHARGER	2	1,885.000	EA	3,770.00
7		<b>MSE-0440-001</b> CARRY ACCESSORY, SHOULDER & BELT CLIP	2	80.000	EA	160.00
8		<b>FZN-0001-002</b> FZ-N1 2GB, 16 GB, 4G LTE VER/ATT 5 YR WARRANTY	2	2,550.000	EA	5,100.00

**SECTION TOTAL: \$49,070.00**

**QUOTE TOTAL: \$49,070.00**

**Special Notes**

- 1) All items are in stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.



6525 BEST FRIEND RD SUITE 100  
NORCROSS, GA 30071

**ITRON SOFTWARE UPGRADE**

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Fax: 770.798.1309

**Quotation: U00606145.00**

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For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

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## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE LANDSCAPE IRRIGATION SYSTEM REQUIREMENTS ORDINANCE.**

( ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
(X) ORDINANCE                      ( ) RESOLUTION                      ( ) OTHER

**Submitted: 02/21/2020                      Work Session: 02/24/2020                      Council Meeting: 02/24/2020**

**DEPARTMENT:** Utility (Water & Sewer)

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ( ) Yes    (X) No

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**PURPOSE:** For Mayor and Council to approve Landscape Irrigation Systems Requirements Ordinance.

**HISTORY :** The City of Fairburn is a Phase I NPDES permittee with The Georgia Environmental Protection Division and located within the Metropolitan North Georgia Water Planning District. As such the City must comply with the MNGWPD Water Resource Management Plan.

**FACTS AND ISSUES:** Section Water Supply Planning and Water Conservation (WSWC)-10 of the Water Resource Management Plan requires adoption and maintenance of a local ordinance requiring all new irrigation systems for large landscapes include pressure regulators, master shut off valves and flow sensors that detect or report high flow conditions.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Landscape Irrigation System Requirements Ordinance

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



1     **ORDINANCE TO ENACT SECTION 59-29 OF THE CODE OF ORDINANCES OF THE**  
2     **CITY OF FAIRBURN, AND TO AMEND SECTION 74.1 OF SAME, TO PROVIDE**  
3     **STANDARDS FOR LANDSCAPE IRRIGATION SYSTEMS; TO PROVIDE FOR AN**  
4     **EFFECTIVE DATE AND FOR OTHER PURPOSES**  
5

6     **Whereas**, ensuring that landscape irrigation systems are installed and maintained in accordance  
7     with standards that prevent unnecessary and wasteful use of municipal water and that  
8     appropriately protect the City's overall water delivery system are in the best interests of the  
9     citizens and taxpayers of the City of Fairburn; and

10    **Whereas**, the Metropolitan North Georgia Water Planning District has adopted a model  
11    ordinance for requiring same; and

12    **Whereas**, the Mayor and City Council of the City of Fairburn desires to enact the model  
13    ordinance.

14    **Now, Therefore, be it Ordained by the Mayor and City Council of the City of Fairburn,**  
15    **Georgia**, and it is hereby Ordained by the authority of same, as follows:

16    **Section 1.**

17    A new Section 59-29 of the City of Fairburn Code of Ordinances is enacted to read and provide  
18    as follows:

19    Sec. 59-26.    Landscape Irrigation System Requirements.

20  
21           (a)    Purpose and Intent. The purpose of this section is to reduce discretionary outdoor  
22    water use and avoid wasting water by adopting more efficient irrigation system design  
23    requirements.

24           (b)    Definitions.

25                   (1) "flow sensor" means an inline device that produces a repeatable signal  
26                   proportional to flow rate.

1           (2) “landscape irrigation system” means an assembly of component parts that  
2 permanently installed for the controlled distribution of water to irrigate landscapes.

3           (3) “landscape” means ground cover, trees, shrubs, and other plants.

4           (4) “large landscape” means the landscape areas associated with a development  
5 (excluding single-family homes) served by one or more landscape irrigation systems  
6 where all irrigated areas added together total more than 1 acre (or 43,560 square feet).

7           (5) “master shut-off valve” is an automatic valve such as a gate valve, ball valve,  
8 or butterfly valve) capable of being automatically closed by the WaterSense controller.  
9 When this valve is closed water will not be supplied to the landscape irrigation system.

10          (6) “rain sensor shut-off” means an electric device that detects and measures  
11 rainfall amounts and overrides the cycle of a landscape irrigation system so as to turn off  
12 such system when a predetermined amount of rain has fallen.

13          (7) “WaterSense controller” means weather-based irrigation controllers labeled  
14 under the U.S. Environmental Protection Agency’s WaterSense program, which includes  
15 standalone controllers, add-on devices, and plug-in devices that use current weather data  
16 as a basis for scheduling irrigation.

17          (c) Applicability and Exceptions. The section applies to all landscape irrigation systems  
18 except those (i) used for commercial agricultural operations as defined in the Official Code of  
19 Georgia Section 1-3-3, (ii) used for golf courses, and (iii) dependent upon a nonpublic water  
20 source.

21          (d) Avoiding Water Waste through Design. All landscape irrigation systems shall be  
22 designed, installed, maintained, and operated to prevent runoff from leaving the target landscape  
23 due to low-head drainage, overspray, or other similar conditions where water flows onto adjacent

1 property, non-irrigated areas, walks, roadways, parking lots, or structures. This requirement  
2 helps ensure compliance with, and is in addition to, the city's more general prohibitions against  
3 water waste.

4 (e) General Landscape Irrigation System Requirements. Regardless of whether an  
5 irrigation meter is used, all new landscape irrigation systems for single family residences shall  
6 include the following:

7 (1) A backflow prevention assembly if required by the applicable backflow prevention  
8 requirements;

9 (2) A WaterSense controller; and

10 (3) A rain sensor shut-off installed in an area that is unobstructed by trees, roof over  
11 hangs, or anything else that might block rain from triggering the rain sensor shutoff.

12 (f) Large Landscape Irrigation System Requirements. Regardless of whether an  
13 irrigation meter is used, new landscape irrigation systems for large landscapes shall include the  
14 following:

15 (1) Applicable backflow prevention, a WaterSense controller, and the rain  
16 sensor shut-off as required of all new landscape irrigation systems;

17 (2) A master shut-off valve for each controller installed as close as possible to  
18 the point of connection of the water but downstream of the backflow prevention  
19 assembly;

20 (3) Pressure-regulating devices such as valve pressure regulators, sprinkler  
21 head pressure regulators, inline pressure regulators, or other devices shall be installed as  
22 needed to achieve the manufacturer's recommended pressure range at the emission  
23 devices for optimal performance; and

1  
2 (4) At least one flow sensor, which must be installed at or near the supply  
3 point of the landscape irrigation system, that when connected to the WaterSense  
4 controller will detect and report high flow conditions to such controller and automatically  
5 shut master valves

6 (g) New Service Connections of 1" or Larger.

7 All plans for development involving any new service connection of 1" or larger shall  
8 include a certification, through written statements in plan documents or on drawings, that the  
9 following is true and correct:

10 (1) the development will not include any landscape irrigation systems;

11 (2) the development will include a landscape irrigation system that does not serve a large  
12 landscape, and as a result the system will only include applicable backflow prevention, a  
13 WaterSense controller, and the rain sensor shut-off; or

14 (3) the development will include a landscape irrigation system that does serve a large  
15 landscape, and as a result all requirements in subsection (f) will be met.

16 If the certification is not included with all required information, the city shall notify the  
17 purchaser specifying what information is missing and ask that documentation with the complete  
18 certification be submitted.

19 **Section 2.**

20 Section 74.1 of the Code of Ordinances of the City of Fairburn is amended by adding a new  
21 definition to read and provide as follows:

22 *Landscape irrigation system requirements* means those requirements for same set forth in section  
23 59-29.



1  
2     **Section 3.**

3             This ordinance shall become effective on the date approved by the Mayor and City  
4     Council. All ordinances or parts of ordinances in conflict with this ordinance are hereby  
5     repealed to the extent of the conflict.

6     **This 24th day of February, 2020.**

7     **City of Fairburn, Georgia**  
8  
9

10     \_\_\_\_\_  
11     **Elizabeth Carr-Hurst, Mayor**  
12

13     **ATTEST:**  
14  
15

16     \_\_\_\_\_  
17     **Arika Birdsong-Miller, City Clerk**  
18

19     **Approved as to Form:**  
20  
21

22     \_\_\_\_\_  
23     **William R. Turner, City Attorney**  
24



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE USAGE AGREEMENT FOR SOUTHSIDE KICKERS KICKBALL LEAGUE**

( ☒ ) AGREEMENT                      (    ) POLICY / DISCUSSION                      (    ) CONTRACT  
(    ) ORDINANCE                      (    ) RESOLUTION                      (    ) OTHER

**Submitted: 02/18/2020      Work Session: 02/24/2020      Council Meeting: 02/24/2020**

**DEPARTMENT:** Park and Recreation

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** (    ) Yes    ( ☒ ) No

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**PURPOSE:** For Mayor and Council to review and approve the facility use agreement for Southside Kickers Kickball League for the 2020 season.

**HISTORY:** Southside Kickers is an organization that has utilized Duncan Park's baseball field in the past to implement their kickball program.

**RECOMMENDED ACTION:** For Mayor and Council to approve the contract for Southside Kickers Kickball League to utilize Duncan Park's baseball fields for the 2020 season.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator

**DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT**

THIS AGREEMENT is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”) and the Southside Kickers – Kickball League (hereinafter referred to as “Lessee”) to make use of the City’s recreational fields and facilities at Duncan Park.

WHEREAS, the City of Fairburn is in possession of certain recreational fields and facilities at Duncan Park which may be used by the public; and

WHEREAS, the undersigned Lessee desires to make use of such recreational fields and facilities for recreational activities as specified below; and

WHEREAS, the City of Fairburn desires to make such recreational fields and facilities and the equipment contained thereon available to Lessee for the benefit of the community and the mutual benefit of the parties hereto; in accordance with the below terms and conditions; and

WHEREAS, the Lessee agrees to abide by certain standards and conditions in operating and using the recreational fields and facilities.

NOW, THEREFORE, be it agreed by the City of Fairburn and the undersigned Lessee that the Lessee hereby agrees to provide recreational activities at Duncan Park consisting of Southside Kickers – Kickball League practice and games on the schedule listed and to lease the following facilities for that purpose:

Concession/Restroom Building #B206103 – ONLY on Gameday

A. **FACILITY:** Southside Kicker Kickball League will have access to baseball fields 3 & 4

1. Location:

Clarence Duncan Park – Baseball Fields (3 & 4)  
6000 Rivertown Road  
Fairburn, GA 30213

2. Days/Times:

Sunday’s – 12:00 pm – 8:00 pm

B. **TERM:** Commencing on or about March 1, 2020 and ending August 10, 2020.

Subleasing, assignment, or transfer of the use of any City of Fairburn facility is prohibited. City of Fairburn reserves the right to cancel, deny, or modify facility usage by any group or person whose intended use of City facilities, in the discretion of the Director of Parks and Recreation, would create an unreasonable public safety risk or exposure to legal liability, or whose intended use is inappropriate or inconsistent with the City of Fairburn’s missions or objectives.



- C. **FEES AND REPORTS:** Southside Kickers – Kickball League agrees to pay the City of Fairburn a rental fee during the Term in the amount of \$300.00 due at the start of the season. Southside Kickers – Kickball League will also be responsible for a \$100.00 refundable damage deposit. Southside Kickers – Kickball League shall include a participation report and season summary at the end of the season.

For the use of the above Duncan Park field and facilities, the Lessee agrees to the following conditions:

1. The fields will be delivered from the City to the Lessee in an as-is condition. The City shall be responsible for maintenance the fields for play during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ball field fencing. The fields and their accessory facilities must be returned to the City in the same condition they were received, or the damage deposit will be used to restore them to their original condition. If damage deposit does not cover repair costs Lessee will be responsible for the difference. An accurate inventory sheet must be returned before the deposit is returned.
2. The Concession Stand will be delivered to the Lessee in a clean, ready-to-use condition, and it must be returned to the City in the same condition it was received, or the damage deposit will be used to restore it to its proper condition.
3. The Lessee will be responsible for keeping the restrooms clean and properly supplied on a daily basis after use of the fields. If it becomes necessary for the City to clean and supply a restroom during the period of a Lease, the lessee shall be responsible for reimbursing the City for its expenses.
4. The Lessee shall provide the Parks and Recreation Director with a general liability insurance policy in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invites, agents, or assigns.
5. The Lessee shall provide the Parks & Recreation Director with a schedule of its planned activities at least one week in advance of those activities.
6. The Lessee shall provide the Parks & Recreation Director with an Emergency Action plan and associated contact telephone numbers.



7. The Lessee must have a representative that is CPR/AED certified at each practice and game.
8. The Lessee will perform a background check on each individual who will be working with young people at a Park in connection with the Lessee's activities. A copy of each background check will be delivered to the Parks & Recreation Director prior to the individual's involvement with the program. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.
9. The Lessee shall provide security at all events at the Park. This security shall be responsible for maintaining the orderly operation of the program. This security must be able to contact emergency and non-emergency assistance if and when needed.
10. In the City's discretion, failure to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended, or this Lease may be immediately terminated.
11. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

The Lessee further understands and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the City is obtained. Any improvements to real property or appurtenances thereto shall become the property of the City.

The Lessee agrees that by signing this Agreement it will abide by these conditions and understand that failure to abide by them may result in the loss of the right to conduct their activities as provided herein.

Failure to have all required documentation submitted to the City Administrator as required herein will result in loss of use of facilities until compliance with the contract.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF FAIRBURN

SOUTHSIDE KICKERS – KICKBALL LEAGUE

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

By: \_\_\_\_\_  
Southside Kickers – Kickball League Representative  
(Print Name)

Attest: \_\_\_\_\_  
Arika Birdsong-Miller, City Clerk

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
William R. (Randy) Turner

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE USAGE AGREEMENT  
FOR SOUTH FULTON LITTLE LEAGUE**

( X ) AGREEMENT                      ( ) POLICY / DISCUSSION                      ( ) CONTRACT  
( ) ORDINANCE                      ( ) RESOLUTION                      ( ) OTHER

**Submitted: 02/18/2020      Work Session: 02/24/2020      Council Meeting: 02/24/2020**

**DEPARTMENT:** Park and Recreation

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?** ( ) Yes    ( X ) No

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**PURPOSE:** For Mayor and Council to review and approve the facility use agreement for South Fulton Little League for the Spring 2020 season.

**HISTORY:** South Fulton Little League is a South Fulton based youth baseball program for players ages 7-14. This organization has utilized Duncan Park's baseball field in the past to implement their baseball program.

**RECOMMENDED ACTION:** For Mayor and Council to approve the contract for South Fulton Little League to utilize Duncan Park's baseball fields for the Spring 2020 season.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



**DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT**

THIS AGREEMENT is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”) and the South Fulton Little League (hereinafter referred to as “Lessee”) to make use of the City’s recreational fields and facilities at Duncan Park.

WHEREAS, the City of Fairburn is in possession of certain recreational fields and facilities at Duncan Park which may be used by the public; and

WHEREAS, the undersigned Lessee desires to make use of such recreational fields and facilities for recreational activities as specified below; and

WHEREAS, the City of Fairburn desires to make such recreational fields and facilities and the equipment contained thereon available to Lessee for the benefit of the community and the mutual benefit of the parties hereto; in accordance with the below terms and conditions; and

WHEREAS, the Lessee agrees to abide by certain standards and conditions in operating and using the recreational fields and facilities.

NOW, THEREFORE, be it agreed by the City of Fairburn and the undersigned Lessee that the Lessee hereby agrees to provide recreational activities at Duncan Park consisting of South Fulton Little League practice and games on the schedule listed and to lease the following facilities for that purpose:

**Duncan Park Baseball Fields labeled 2, 3, 4, and 5**

- **Monday’s and Wednesday’s:** 6:00 pm – 7:30 pm / Fields 2 & 4
- **Tuesday’s and Thursday’s:** 6:00 pm – 7:30 pm / Fields 3 & 5

**Concession/Restroom Building #B206103 – ONLY on Gameday**

This Agreement is to become effective on March 1, 2020 and shall terminate on August 1, 2020.

**FEES AND REPORTS:** South Fulton Little League agrees to pay the City of Fairburn a rental fee during the Term in the amount of \$400.00 due at the start of the season. South Fulton Little League will also be responsible for a \$200.00 refundable damage deposit. South Fulton Little League shall include a participation report and season summary at the end of the season.

For the use of the above Duncan Park field and facilities, the Lessee agrees to the following conditions:

1. The fields will be delivered from the City to the Lessee in an as-is condition. The City shall be responsible for general maintenance and electrical support during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ball field fencing. It is the responsibility of the lessee to prepare the field for practice and games days. The field accessories must be



returned to the City in the same condition they were received, or the damage deposit will be used to restore them to their original condition. An accurate inventory sheet must be returned before the deposit is returned.

2. The Concession Stand will be delivered to the Lessee in a clean, ready-to-use condition, and it must be returned to the City in the same condition it was received, or the damage deposit will be used to restore it to its proper condition. South Fulton LL is responsible for providing all equipment for the concession stand.
3. The Lessee will be responsible for keeping the restrooms clean and properly supplied on a daily basis after use of the fields. If it becomes necessary for the City to clean and supply a restroom during the period of a Lease, the lessee shall be responsible for reimbursing the City for its expenses.
4. The Lessee shall provide the Parks and Recreation Director with a general liability insurance policy in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invites, agents, or assigns.
5. The Lessee shall provide the Parks & Recreation Director with a practice and game schedule. All special activities of its activities at least one week in advance of those activities.
6. The Lessee must have a representative that is CPR/AED certified at each practice and game.
7. The Lessee will perform a background check on each individual who will be working with young people at a Park in connection with the Lessee's activities. A copy of each background check will be delivered to the Parks & Recreation Director prior to the individual's involvement with the program. No individual will be allowed to work with young people at Duncan Park in any way unless his or her background check is found by the City Administrator to be acceptable. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.

8. The Lessee shall provide security at all events at the Park. This security shall be responsible for maintaining the orderly operation of the program. This security must be able to contact emergency and non-emergency assistance if and when needed. An emergency plan must be submitted to the Parks & Recreation Director prior to the start of the season.
9. In the City's discretion, failure to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended, or this Lease may be immediately terminated.
10. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

The Lessee further understands and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the City is obtained. Any improvements to real property or appurtenances thereto shall become the property of the City.

The Lessee agrees that by signing this Agreement it will abide by these conditions and understand that failure to abide by them may result in the loss of the right to conduct their activities as provided herein.

Failure to have all required documentation submitted to the Director of Parks and Recreation as required herein will result in loss of use of facilities until compliance with the contract.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF FAIRBURN

SOUTH FULTON LITTLE LEAGUE ASSOCIATION

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

By: \_\_\_\_\_  
South Fulton Little League Representative (Print Name)

Attest: \_\_\_\_\_  
Arika Birdsong-Miller, City Clerk

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
William R. (Randy) Turner

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_