



City of Fairburn  
56 Malone Street  
Fairburn, GA 30213  
February 10, 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. | Presentations   |   |
|      | 1. United Healthcare 2020 Renewal- Karen Larkin, BKS Partners                     |   |
|      | 2. Introduction to Green Communities- Kelsey Waidhas, Atlanta Regional Commission |   |
| IV.  | Discussions   | Councilmembers                            |
| V.   | Review of Agenda Items for Council Session  | Councilmembers                            |
| VI.  | Adjournment   | Councilmembers                            |



BALDWIN · KRYSTYN · SHERMAN  
— P A R T N E R S —  
INSIGHT BEYOND INSURANCE

# CITY OF FAIRBURN

## 2020-2021 BENEFITS RENEWAL COUNCIL PRESENTATION FEBRUARY 10, 2020





The City of Fairburn's Medical, Dental, Vision and FSA benefits renew on April 1<sup>st</sup>. This executive summary reviews the recommended renewal strategy for these plans for the upcoming plan year.

## MEDICAL RENEWAL

After negotiations with United Healthcare, the final proposed as-is renewal increase is 18.4%. United Healthcare has offered an additional discount of 1.5% if the City makes recommended changes to the current benefits. It is the recommendation of our broker, BKS Partners, that the City make these changes, which would result in a final overall increase of 8.2%.

BKS Partners did request quotes from the market in 2019 and did not receive any competitive options at that time. Since then, claims have continued to run high and there are a number of ongoing large claims as well. Due to the ongoing high claim activity, BKS Partners does not expect that the City will receive any favorable offers from the market, and instead recommends that the City make changes to the benefits to help reduce costs and encourage better consumerism of healthcare by covered employees and dependents.

The following chart outlines the decisions to be made during today's meeting regarding the upcoming renewals.

Renewal	Key Decision	In Force Carrier Rate Impact
Medical	<input type="checkbox"/> Renew with no plan changes	+18.4% (Fully Insured As-Is Renewal)
	<input type="checkbox"/> Change plan design within UHC	+8.2% (with recommended plan changes)
Dental	<input type="checkbox"/> Renew as is	Rate Pass
Vision	<input type="checkbox"/> Renew as is	Rate Pass
Medical FSA	<input type="checkbox"/> Keep current \$2,700 Medical FSA maximum	N/A
	<input type="checkbox"/> Increase Medical FSA maximum to IRS limit of \$2,750	

## MEDICAL CLAIMS

- Since the City of Fairburn joined United Healthcare in April 2015, the City has paid \$6,433,758 in Medical premiums and United Healthcare has paid \$6,590,565 in claims (loss ratio of 102.4%).
- For current renewal underwriting period (October 2018 – September 2019), the City's has paid \$1,617,978 in premium and United Healthcare has paid \$1,560,312 in claims (loss ratio of 96.4%).
- During this same period, there are 6 claimants with over \$75,000 in paid claims. These 6 claimants account for over \$750,000 in paid claims, which is nearly half of the total claims spend during this timeframe.

The City of Fairburn continues to experience high volume of claims as well as a significant number of large claims. The ongoing nature of the high experience is likely due, in part, to the very rich benefits and generous premium contributions offered by the City. United Healthcare is strongly recommending that the City of Fairburn make plan design changes to help control and reduce utilization.



### FULLY INSURED RENEWAL & OPTIONS

The fully insured renewal with United Healthcare was issued with a proposed rate increase of 23.4%. Through negotiations, without plan design changes, BKS secured a revised 18.4% renewal. This 5% discount comes with an assumption that City of Fairburn will not be going to market.

	Current	Original Renewal	Negotiated Renewal	Recommended Option
<b>Combined Premium / ANNUAL</b>	<b>\$1,601,346</b>	<b>\$1,975,763</b>	<b>\$1,895,992</b>	<b>\$1,732,473</b>
<b>Percent of Change to Current</b>		<b>23.4%</b>	<b>18.4%</b>	<b>8.2%</b>
<b>Annual Premium Difference</b>		<b>\$374,417</b>	<b>\$294,646</b>	<b>\$131,127</b>

<b>Annual HRA (Estimated @ 25% for 2020)</b>	<b>\$105,899</b>	<b>\$118,125</b>	<b>\$118,125</b>	<b>\$118,125</b>
<b>Combined Premium / ANNUAL</b>	<b>\$1,707,245</b>	<b>\$2,093,888</b>	<b>\$2,014,117</b>	<b>\$1,850,598</b>
<b>Percent of Change to Current (including HRA)</b>		<b>22.7%</b>	<b>18.0%</b>	<b>8.4%</b>
<b>Annual Premium Difference (including HRA)</b>		<b>\$386,643</b>	<b>\$306,872</b>	<b>\$143,353</b>

The following recommended plan changes have been presented by United Healthcare, and it is the recommendation of BKS Partners that the City move forward with these proposed changes to the current benefits. This would save the city approximately \$160,000 compared to the as-is renewal.

- Reducing out-of-pocket maximum from \$6,000 to \$5,000.
- Increasing employee coinsurance after deductible from 0% to 20%.
- Increasing ER from \$350 copay to being subject to deductible & coinsurance.
- Removing inpatient per-occurrence deductible at designated network hospitals.
- Reducing inpatient per-occurrence deductible at network hospitals from \$1,000 to \$500.
- Reducing out-of-network benefits (higher deductible, coinsurance and out-of-pocket maximum) to further encourage in-network utilization.





MEDICAL PLAN COMPARISON

Below is a high-level overview of the differences between the current plan option, and the proposed renewal option.

	Current Plan – BB-Z5 w/Rx UG	Proposed Option – BN-9I w/Rx UG
Deductible (Individual/Family)	\$2,500 / \$5,000	\$2,500 / \$5,000
Employee Deductible after HRA	\$0 / \$0	\$0 / \$0
Employee Coinsurance	0%	20%
Out-of-Pocket Max (Ind/Family) <i>Does NOT include deductible</i>	\$3,500 / \$7,000	\$2,500 / \$5,000
Primary Care Copay	\$30 (\$0 for children under 19)	\$30 (\$0 for children under 19)
Specialist Copay	Designated Network: \$60  Network: \$90	Designated Network: \$60  Network: \$90
Virtual Visits	\$10	\$10
Urgent Care	\$100	\$100
Emergency Room	\$350	20% after the deductible
Diagnostic Lab/X-Ray	Freestanding: No cost  Hospital-Based: 20% (no deductible)	Freestanding: No cost  Hospital-Based: 20% (no deductible)
Outpatient Surgery	Freestanding: 0% after deductible  Hospital-Based: \$500, then 0% after deductible	Freestanding: 20% after deductible  Hospital-Based: \$500, then 20% after deductible
Inpatient Facility	Designated Network: \$500, then 0% after deductible  Network: \$1,000, then 0% after deductible	Designated Network: 20% after deductible  Network: \$500, then 20% after deductible
Major Diagnostics (MRI, CT Scan, etc.) & Scopic Procedures	Freestanding: 0% after deductible  Hospital-Based: \$500, then 0% after deductible	Freestanding: 20% after deductible  Hospital-Based: \$500, then 20% after deductible
Prescription Drug Copays		
- Tier 1	\$15	\$15
- Tier 2	\$45	\$45
- Tier 3	\$85	\$85
- Tier 4	\$125	\$125
- Mail Order	2.5x retail copay for 90-day supply	2.5x retail copay for 90-day supply

Out-of-Network Benefits		
Deductible (Individual/Family)	\$5,000 / \$10,000	\$10,000 / \$20,000
HRA Deductible Reimbursement	N/A	N/A
Employee Coinsurance	30%	40%
Out-of-Pocket Max (Ind/Family) - Includes deductible	\$10,000 / \$20,000	\$15,000 / \$30,000

## MEDICAL CONTRIBUTIONS

The City has contributed 90% of the employee Medical premium and 60% for dependents for several years. Below shows the current monthly contribution breakdown and the recommended contribution split using the recommended renewal plan.

### Current

Coverage Type	Count	Total Monthly Premium	Employee Contribution	City Contribution
Employee Only	61	\$630.76	\$63.08	\$567.68
Employee & Spouse	13	\$1,254.79	\$312.69	\$942.10
Employee & Children	25	\$1,192.24	\$287.67	\$904.57
Family	26	\$1,878.88	\$562.32	\$1,316.56
<b>TOTALS</b>	<b>125</b>	<b>\$133,445.51</b>	<b>\$29,724.92</b>	<b>\$103,720.59</b>

<b>ANNUAL TOTALS</b>	<b>125</b>	<b>\$1,601,346.12</b>	<b>\$356,699.04</b>	<b>\$1,244,647.08</b>
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### Proposed Renewal Option

Coverage Type	Count	Total Monthly Premium	Employee Contribution	City Contribution
Employee Only	61	\$682.41	\$70.00	\$612.41
Employee & Spouse	13	\$1,357.54	\$400.00	\$957.54
Employee & Children	25	\$1,289.87	\$300.00	\$989.87
Family	26	\$2,032.73	\$650.00	\$1,382.73
<b>TOTALS</b>	<b>125</b>	<b>\$144,372.76</b>	<b>\$33,870.00</b>	<b>\$110,502.76</b>

<b>ANNUAL TOTALS</b>	<b>125</b>	<b>\$1,732,473.12</b>	<b>\$406,440.00</b>	<b>\$1,326,033.12</b>
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<b>ANNUAL DIFFERENCE</b>		<b>\$131,127.00</b>	<b>\$49,740.96</b>	<b>\$81,386.04</b>
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## DENTAL & VISION

### UHC RENEWAL

Last year, the City of Fairburn moved the Dental and Vision coverage to United Healthcare. This helped the City reduce its Medical renewal increase and also provided savings from the prior carrier's Dental and Vision renewals. The Dental rates United Healthcare provided included a 2-year rate guarantee and Vision included a 3-year guarantee, so the rates for both benefits will not change for the 2020-2021 plan year. BKS recommends renewing the current Dental and Vision coverage with United Healthcare for the upcoming year.

#### Dental

Below shows the annual premium and cost sharing based on current enrollment in UHC's Dental coverage:

**Total Annual Dental Premium:** \$111,805

**City Annual Dental Contribution:** \$16,830

- Currently, the City pays 25% of the employee cost for Dental and 0% for dependents.

**Employees Annual Dental Contribution:** \$94,975

#### Current Plan Year (4/1/19 – 3/31/20) – United Healthcare

Coverage Type	Total Monthly Premium	Employee Contribution	City Contribution
Employee Only	\$41.25	\$30.94	\$10.31
Employee & Spouse	\$84.61	\$74.30	\$10.31
Employee & Children	\$74.27	\$63.96	\$10.31
Family	\$127.28	\$116.97	\$10.31

#### Vision

Below shows the annual premium and cost sharing based on current enrollment in UHC's Vision coverage:

**Total Annual Vision Premium:** \$17,169

**City Annual Vision Contribution:** \$0

- Currently, the City does not contribute towards the cost for Vision.

**Employees Annual Vision Contribution:** \$17,169

#### Current Plan Year (4/1/19 – 3/31/20) – United Healthcare

Coverage Type	Total Monthly Premium	Employee Contribution	City Contribution
Employee Only	\$8.36	\$8.36	\$0.00
Employee & Spouse	\$14.66	\$14.66	\$0.00
Employee & Children	\$15.91	\$15.91	\$0.00
Family	\$24.28	\$24.28	\$0.00

**Inpatient Hospitalization Scenario:** Member has a \$30,000 inpatient hospitalization charge at a Designated Network hospital.

**Current Plan**

- First \$2,500 is subject to deductible. The Fairburn-funded HRA picks up the entire deductible. Remaining balance is \$27,500.
- \$500 inpatient per occurrence deductible is charged to the member. Remaining \$27,000 is paid by UHC.
- Total HRA exposure: \$2,500
- **Total Member exposure: \$500**
- Member's remaining in-network out-of-pocket exposure: \$3,000

**Recommended Option**

- First \$2,500 is subject to deductible. The Fairburn-funded HRA picks up the entire deductible. Remaining balance is \$27,500.
- Member is responsible for 20% of the remaining balance, up to a maximum of \$2,500.  $\$27,500 \times 20\% = \$5,500$ , so member is responsible for \$2,500.
- Total HRA exposure: \$2,500
- **Total Member exposure: \$2,500**
- Member's remaining in-network out-of-pocket exposure: \$0

**Outpatient Surgery Scenario:** Member has a \$25,000 outpatient surgery charge at a hospital-based facility.

**Current Plan**

- First \$2,500 is subject to deductible. The Fairburn-funded HRA picks up the entire deductible. Remaining balance is \$22,500.
- \$500 outpatient per occurrence deductible is charged to the member for using a hospital-based facility. Remaining \$22,000 is paid by UHC.
- Total HRA exposure: \$2,500
- **Total Member exposure: \$500**
- Member's remaining in-network out-of-pocket exposure: \$3,000

**Recommended Option**

- First \$2,500 is subject to deductible. The Fairburn-funded HRA picks up the entire deductible. Remaining balance is \$22,500.
- Member is responsible for \$500 outpatient per occurrence deductible plus 20% of the remaining balance, up to a maximum of \$2,500.  $\$500 + \$22,000 \times 20\% = \$4,900$ , so member is responsible for \$2,500.
- Total HRA exposure: \$2,500
- **Total Member exposure: \$2,500**
- Member's remaining in-network out-of-pocket exposure: \$0

**Emergency Room Scenario – not admitted to hospital:** Member has a \$7,500 Emergency Room charge.

**Current Plan**

- Emergency room is subject to \$350 copay – deductible does not apply. 0% coinsurance, so the member pays \$350 and UHC pays the remaining \$7,150.
- Total HRA exposure: \$0
- **Total Member exposure: \$350**
- Member's remaining in-network out-of-pocket exposure: \$3,150

**Recommended Option**

- First \$2,500 is subject to deductible. The Fairburn-funded HRA picks up the entire deductible. Remaining balance is \$5,000.
- Member is responsible for 20% of the remaining balance, up to a maximum of \$2,500.  $\$5,000 \times 20\% = \$1,000$ , so member is responsible for \$1,000.
- Total HRA exposure: \$2,500
- **Total Member exposure: \$1,000**
- Member's remaining in-network out-of-pocket exposure: \$1,500





City Hall  
56 Malone Street  
Fairburn, GA 30213  
February 10, 2020 @ 7:00 PM

## 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:

Mrs. Arika Birdsong-Miller  
City Clerk

III. Invocation:

Pastor Deris Coto  
First Baptist Church  
Fairburn, GA

IV. Pledge of Allegiance:

In Unison

V. Presentation:

City of Fairburn Fire Department  
Oath of Office for Seven Firefighters  
Mayor Elizabeth Carr-Hurst

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 Council Agenda:

Councilmembers

VIII. Adoption of Consent Agenda Items:

Councilmembers

IX. Adoption of City Council Minutes:  
(January 27, 2020 Regular and Executive Session)

Councilmembers

X. Public Hearing:

None

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-9I 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 employee 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.

**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.

**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 deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**4. Office of the Mayor**

Mayor Carr-Hurst

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

**5. Community Development/Public Works**

Mr. Lester Thompson

Approval of Contract Award Southeastern Engineering for Traffic Signal Warrant in the amount of \$12.080 (T-SPLOST infrastructure-roadway).

**6. Property Management**

Mr. Harvey Stokes

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

**7. Utility (Water & Sewer)**

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 in the amount of \$74,000.



**8. Utility (Water & Sewer)**

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 \$71,250.00.

**9. Utility (Water & Sewer)**

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.

**10. Utility (Water & Sewer)**

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 \$42,175.00.

**11. Utility (Water & Sewer)**

Mr. Steven Jackson

For Mayor and Council to approve the Private Decentralized Wastewater Systems Ordinance.

**12. Utility (Water & Sewer)**

Mr. Steven Jackson

For Mayor and Council to approve the New Conveyor Carwash Recycled Water Systems Ordinance.

**13. Utility (Water & Sewer)**

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 Retrofit Program in an amount not to exceed \$ 2500.00.

XII. Council Comments

Councilmembers

XIII. Executive Session

Mr. Randy Turner

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.

OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Malik Green** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Malik Green

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Elizabeth Carr-Hurst  
Mayor



OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Chaz Latson** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Chaz Latson

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Elizabeth Carr-Hurst  
Mayor

OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Cody Martin** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Cody Martin

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Elizabeth Carr-Hurst  
Mayor



OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Jayen Pettway** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Jayen Pettway

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Elizabeth Carr-Hurst  
Mayor

OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **DaVeena Pinkney** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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DaVeena Pinkney

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Elizabeth Carr-Hurst  
Mayor



OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Gregory Pulliam** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Gregory Pulliam

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Elizabeth Carr-Hurst  
Mayor

OATH OF OFFICE  
FAIRBURN FIREFIGHTER

I, **Khari Williams, II** do solemnly swear or affirm that I will support the Constitution of the United States and the Constitution of the State of Georgia, and that I will bear true faith and allegiance to the same and to the Government established in the United States and in this State, under the authority of the people.

I do further solemnly swear or affirm that I will faithfully, impartially, and justly perform all the duties of a Firefighter for the City of Fairburn according to the best of my ability.

I also solemnly swear or affirm that I will faithfully and honorably bear allegiance to the City of Fairburn. I will, to the best of my ability, protect the safety and lives of the citizens whose care has been entrusted to me, so help me God.

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Khari Williams, II

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Elizabeth Carr-Hurst  
Mayor





City of Fairburn  
Mayor and Council Meeting Minutes  
January 27, 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 Pat Pallend	The Honorable Hattie Portis-Jones
The Honorable Linda J. Davis	The Honorable James Whitmore

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

- III. The invocation was rendered by Apostle Danita Jones of In His Great Name Ministries.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentations:

Parks and Recreation Director, Chapin Payne, thanked Mayor, Council and the City of Fairburn for the opportunity to serve as Parks and Recreation Director. Ms. Payne resigned from her position effective January 31, 2020.

The family of the Late Mark Wade was honored for his length of service on the Planning and Zoning Board. Mr. Wade was an integral member of the committee and his relentless service to the City of Fairburn was acknowledged.

Lieutenant Toney William was lauded for his thirty-three years of service in law enforcement at the City of Fairburn Police Department. Police Chief Mathis, Deputy Chief Bazydlo, Mayor Carr-Hurst, and City Council expressed gratitude for his dedicated service to the City of Fairburn.

VI. Public Comments:

1. Mr. Darren Williams, 2020 Winding Crossing, stated that he has been food poisoned four times by the Food Depot. Mr. Williams asked for Mayor and Council to help in making Food Depot provide quality food to the residence of Fairburn.

Mayor Carr-Hurst informed Mr. Williams that she has been in contact with the corporate office of Food Depot as well as the Health Department about the poor quality of food being sold.

2. Ms. Carole McKenzie, 385 Elder Street, thanked the Police Department, Fire Department, Utilities Department, Planning and Zoning Department, Municipal Court, Park and Recreation Department, and the Finance Department for all the hard work they do to make the City of Fairburn great.

- VII. Adoption of the Council Agenda. Motion to approve the Council Agenda was made by Councilman Whitmore and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.
- VIII. Adoption of Consent Agenda Items: Agenda Items #2, #3, #4, and #8 were moved to the Consent Agenda. Motion to approve the Consent Agenda items was made by Mayor Pro-Tem Smallwood and the second was provided by Councilwoman Davis. Vote (6-0) Motion Carried.

*The Consent Agenda items were:*

1. **City Clerk** **Mrs. Arika Birdsong-Miller**  
For Mayor and Council to approve the 2020 Council Meeting Schedule.
  2. **Human Resources Department** **Mrs. Linda Johnson**  
For Mayor and Council to approve the City of Fairburn's Employee of the Month Program, Guidelines and Nomination Form.
  3. **Human Resources Department** **Mrs. Linda Johnson**  
For Mayor and Council to approve revisions of the City of Fairburn Code of Ordinances Chapter 2-Administraion, Article III, Section 2-57 Personnel Policies Section 2-53.8 (Annual Leave) and Section 2-53.9 (Sick Leave).
  4. **Utilities Department** **Mr. Steven Jackson**  
For Mayor and Council to approve the purchase of a 2018 GMC Arcadia for Utilities Director, Steven Jackson.
- IX. Adoption of the City Council Meeting from January 13, 2020 was presented and approved with 1 correction noted by Councilman Whitmore. Motion to approve the Council Meeting Minutes was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood. Vote: 6-0: Motion Carried.
- X. Public Hearing:  
**Planning and Zoning: Rezoning 19RZ-003, Wendover Housing**  
For Mayor and Council to review a rezoning petition to allow the development of a multi-family development. Wendover Housing representative, Bo Johnston, seeks to rezone 6.449 acres from O & I (Office Institution District) to RM-36 (Multi-family Residential District) to allow a 78-unit multi-family residential development on Brooks Drive. Planning and Zoning Director, Ms. Tarika Peeks explained to Mayor and Council that the Planning and Zoning Commission met about the project on December 3, 2019 and together with staff recommends approval with conditions.

**Rezoning Comments:**

**In Favor of Rezoning:** None

**In Opposition of Rezoning:**

1. Mr. Louie Deaton, 70 Malone Street, stated his concerns about the water pressure in the area that the apartment complex is proposing. Mr. Deaton also stated that traffic will be a problem if the rezoning is approved.



2. *Ms. Vera Raglin, 593 Sir Charles Drive, stated that she is concerned that the apartment building will change the texture and tone of the community. Ms. Raglin is also concerned that the crime level will increase if approved.*
3. *Ms. Pamela Thomas, 141 Cemetery Street, stated that the entrance on Cemetery Street that is being used as a second entrance for the 78-unit apartment complex is too narrow and traffic will be an issue.*
4. *Mr. Samuel Knight, 770 Sir Charles Drive, stated his concerns about the sewer not being able to support a 78-unit apartment complex as well as Cemetery Street being too narrow to support traffic.*

Mayor and Council approved the Rezoning 19RZ-003 Wendover Housing with the following additional conditions:

1. Motion to approve Rezoning 19RZ-003, Wendover Housing with the additional condition that the City of Fairburn will determine if a sewer pump station is needed. If the City of Fairburn determines that a sewer pump station is needed, the developer shall install a sewer pump station and at the completion of construction, ownership of the sewer pump station shall be transferred to the City of Fairburn was made by Councilman Whitmore and the second was provided by Councilwoman Portis-Jones. Vote: 6-0: Motion Carried.
2. Motion to approve Rezoning 19RZ-003, Wendover Housing with the additional condition that the developer shall widen and make necessary roadway improvements to Cemetery Street from property line to property line at no cost to the City of Fairburn was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 6-0: Motion Carried.

#### XI. Agenda Items:

##### 1. Office of the Mayor

**Mayor Elizabeth Carr-Hurst**

Motion to approve the re-appointment of Mr. P David Orr and Mr. Rufus Wells and appointment of Ms. Carolyn M. Hodges to the Downtown Development Authority for a term that expires January 31, 2024 made by Mayor Pro-Tem Smallwood and the second was made by Councilman Heath.

Vote: 6-0: Motion Carried.

Motion to approve the appointment of Ms. Brenda Cooper to the East Point-Fairburn Housing Authority for a term that expires January 31, 2024 made by Councilman Whitmore and the second was provided by Councilwoman Portis-Jones.

Vote: 6-0: Motion Carried.

Motion to approve the re-appointment of Mr. Tony Smith and Mr. Jerry Williams to the Planning and Zoning Commission for a term that expires on January 31, 2024 made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

##### 2. Planning and Zoning Department

**Ms. Tarika Peek**

For Mayor and Council to approve the Text Amendment 20TA-001- Short-Term Rental Ordinance.

Ms. Tarika Peek explained to Mayor and Council that the proposed Short-Term Rental ordinance will regulate the location, establish a permit and a renewal process, standard operational requirements, and violation, penalties and enforcement procedures for short-term rental properties. Motion to approve the

approve Text Amendment 20TA-001- Short-Term Rental Ordinance was made by Councilman Pallend and the second was provided by Councilman Heath.

Vote: 5-0: Motion Carried.  
*Councilwoman Portis-Jones recused herself.*

### **3. Planning and Zoning Department**

**Ms. Tarika Peek**

For Mayor and Council to approve amendment to the fee schedule. Ms. Tarika Peek requested the Short-Term Rental Ordinance Permit be added to the City of Fairburn's fee schedule in the amount of \$125 per property. Motion to approve the amendment to the fee schedule was made by Mayor Pro-Tem Smallwood and the second was made by Councilman Heath.

Vote: 5-0: Motion Carried.  
*Councilwoman Portis-Jones recused herself.*

### **4. Planning and Zoning Department**

**Ms. Tarika Peek**

For Mayor and Council to approve Service Agreement with Host Compliance for Short-Term Rentals. Ms. Tarika Peek explained that the benefits of Host Compliance were that the company ensures short-term rentals are registered, monitored and in compliance with the short-term ordinance. Motion to approve the Service Agreement with Host Compliance for Short-Term Rentals was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 5-0: Motion Carried.  
*Councilwoman Portis-Jones recused herself.*

## **XII. Council Comments:**

Councilwoman Portis-Jones stated that she operates a short-term rental property that gives people from across the world an opportunity to visit the City of Fairburn. Councilwoman Portis-Jones also stated that she received an award from Georgia Municipal Association at the Cities United Summit.

Councilman Pallend had no comment.

Mayor Pro-Tem Smallwood proclaimed that we should cherish every day, and he was reminded of that after the passing of Kobe Bryant. Councilman Smallwood announced that he is turning 49-years old and is so grateful to be alive.

Councilwoman Davis encouraged everyone to join the City of Fairburn next year for the Martin Luther King Day of Service. Councilwoman Davis thanked Chapin Payne, the Parks and Recreation Department, and Ms. Vera Ragland for making the day successful.

Councilman Heath thanked the citizens for attending the Council Meeting and thanked staff for all their hard work. Councilman Heath congratulated Lieutenant Williams on his retirement and thanked him for his years of service with the City of Fairburn.

Councilman Whitmore recognized the Late Mr. Mark Wade's family for his many years of service on the Planning and Zoning Board.

Mayor Carr-Hurst wished everyone a blessed week and safe travels on their commutes home this evening.



- XIII. Executive Session: At 9:01 p.m. a motion to enter executive session for real estate and pending litigation was made by Councilman Whitmore and the second was provided by Councilwoman Davis.  
Vote: 6-0: Motion Carried.

At 9:41 p.m. a motion to reconvene the open regular meeting was made by Councilwoman Davis and the second was provided by Councilman Heath.  
Vote: 6-0: Motion Carried.

Motion to approve Outside Counsel for Condemnation Cases was made by Councilman Heath stating Mayor Carr-Hurst be authorized to execute an engagement agreement with Attorney Jack Hancock with the Law Firm of Freeman Mathis & Gary, LLP to proceed with the immediately condemnation of Parcel 7, 9, and 10 for the Howell Avenue Extension Project, such work to be provided at the hourly rate of \$225/hour.  
Vote: 6-0: Motion Carried.

Motion to approve Execution of Final Order and Resolution was made by Councilman Whitmore stating Mayor Carr-Hurst, City Clerk Arika Birdsong-Miller, City Attorney Randy Turner and such other City Officials, as required, be authorized to execute a Final Order and Resolution for condemnation of Parcels 7, 9 and 10 for the Howell Avenue Extension Project, finding further that said condemnations are for public purposed and are necessary in public interests and the second was provided by Mayor Pro-Tem Smallwood.  
Vote: 6-0: Motion Carried.

- XIV. Adjournment: At 9:45 p.m., with no further business of the City of Fairburn the Motion to adjourn was made by Councilman Pallend and the second was provided by Councilwoman Davis.

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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: GROUP HEALTH INSURANCE CONTRACT WITH UNITED HEALTHCARE**

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

**Submitted: 02/04/2020      Work Session: 02/10/2020      Council Meeting: 02/10/2020**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The United Healthcare (UHC) proposed Medical renewal would generate an annual citywide premium increase of \$294,646 for the current plan or \$131,127 for the alternate plan. Along with this Medical increase, the cost of the opt-out benefit as well as the expected Health Reimbursement Arrangement (HRA) cost in 2020, the total expected annual increase in Medical costs for the current plan will be \$306,872 or \$143,353 for the alternate plan. These premium increases include the current annualized employee cost share of \$422,328 for the current plan and \$406,440 for the alternate plan. Employees currently pay 10% for single coverage and an additional 40% for family coverage, but it is recommended that the City adjust the contribution strategy. Budget Line Item: 100-0000-11-3810

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

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**PURPOSE:** For Mayor and Council to approve the alternate United Healthcare plan BN-9I 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 employee 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.

**HISTORY:** The City moved the group healthcare benefit from Coventry to the current plan with United Healthcare in April 2015. The healthcare premiums are a combination of the total claims, cost of administration, premium taxes, Affordable Care Act (ACA) fees, and demographic data. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds approximately 10% due to medical trend. The City's loss experience between the months of October 1, 2018 through September 30, 2019 shows a 96.44% loss ratio. When added to the fixed costs of 25% and trend of 10%, the combined loss ratio is 131.44%. Overall, since the City moved



to United Healthcare in 2015, the City has paid approximately \$6.43 million in premiums and United Healthcare has paid approximately \$6.59 million in claims. The proposed plan changes are in effort to help promote better consumerism of healthcare by the City's employees and families, and hopefully reduce the continued high claims utilization.

The original United Healthcare underwriting formula called for a 23.4% premium increase. BKS-Partners negotiated this down to 18.4% after in-depth discussions of ongoing large claims with United Healthcare's underwriters. **This offer also includes continuation of United Healthcare's Simply Engaged wellness program, and the \$5,000 annual wellness fund.**

**FACTS AND ISSUES:** In light of the negotiated increase coupled with the City's ongoing high utilization and large claimants, we recommend renewing with United Healthcare on the proposed Medical alternate option.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with United Healthcare for a 12-month period effective April 1, 2020 for their United Healthcare employee health insurance offering.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: GROUP DENTAL AND VISION INSURANCE AND FSA CONTRACTS**

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

**Submitted: 02/04/2020**

**Work Session: 02/10/2020**

**Council Meeting: 02/10/2020**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** No change from current Budget Line Item: 100-0000-11-3811

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

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**PURPOSE:** 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.

**HISTORY:** The City moved the group Dental and Vision insurance coverage to United Healthcare in 2019 to consolidate our insurance carriers and receive reduced Medical renewal pricing due to package discounts. Prior to 2019, the City had been with Ameritas for Dental and Vision insurance since 2013. This is also when the City moved to Admin America as the Flexible Spending Account (FSA) Administrator. Historically, employees paid 100% of the vision insurance premium, 75% of the employee-only dental premium and 100% of the additional dental premium for dependent coverage. For 2020, the IRS limits for Medical FSA contributions increased from \$2,700 to \$2,750. Dependent Care FSA contribution maximums have remained unchanged at \$5,000 per year.

**FACTS AND ISSUES:** When the Dental & Vision moved to United Healthcare in 2019, both plans included a rate guarantee (2 years for Dental and 3 years for Vision). That said, there are no changes to the current Dental or Vision rates for the 2020-2021 plan year. For 2020 the IRS limits for medical FSA (flexible spending account) contributions increased from \$2,700 to \$2,750. We have 50 employees enrolled in the medical FSA and 1 enrolled in the dependent care FSA. Admin America also provides COBRA administration for the City. Staff recommends the City renew the Dental and Vision with United Healthcare as-is and continue with Admin America for the FSA and COBRA administration.

**RECOMMENDED ACTION:** For the Mayor and City Council to authorize an as-is renewal for Dental and Vision through United Healthcare for the 2020-2021 plan year, and also authorize the increase in the FSA maximum to the IRS-allowed maximum of \$2,750.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT FOR THE 2020-2021 PLAN YEAR**

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

**Submitted: 02/04/2020      Work Session: 02/10/2020      Council Meeting: 02/10/2020**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The proposed United Healthcare (UHC) plan maintains a deductible amount of \$2,500 for an individual and \$4,500 for a family, resulting in minor change to our expected expenses, which are estimated to be 25% of our total exposure. Budget Line Item: 100-0000-11-3810

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

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**PURPOSE:** For Mayor and Council to approve a 100% “reimbursement” of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**HISTORY:** During the 2019-2020 plan year (and for several years prior), the City “reimbursed” 100% of the employee’s in-network deductible expense for medical claims via the United Healthcare HRA program, and zero percent of the out-of-network medical claims.

**FACTS AND ISSUES:** For 2019, the City budgeted 22.4% of our maximum exposure for the reimbursement of deductibles, resulting in a citywide annual budgeted expense of \$114,800 for deductible reimbursement. The actual amount paid out during the calendar year was \$105,899 (\$8,901 lower than expected). Because the City has been below budget on the HRA in prior years, the recommended HRA budget for 2020 is \$118,125 (25% of maximum exposure). This is paid weekly by the City to the carrier in addition to the monthly premium. In other words, the carrier fronts the money to the participant’s health provider and the City reimburses the carrier. The HRA program pays the service provider directly, relieving the employee of the obligation to pay the deductible to the provider and then to file for reimbursement with the City.

**RECOMMENDED ACTION:** For the Mayor and City Council to authorize a continued 100% reimbursement of the participant’s in-network deductible expense incurred for medical claims, and zero percent of out-of-network medical claims.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE RE-ELECTED COUNCIL MEMBER'S ETHICS BOARD APPOINTEES**

☐ AGREEMENT                      ☐ POLICY / DISCUSSION                      ☐ CONTRACT  
☐ ORDINANCE                      ☐ RESOLUTION                      ☒ OTHER

**Submitted: 02/04/2020      Work Session: 02/10/2020      Council Meeting: 02/10/2020**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** None

**PUBLIC HEARING?** ☐ Yes    ☒ No

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**PURPOSE:** For Mayor and Council to approve individual appointees to the City of Fairburn's Ethics Board.

**HISTORY:** It is essential to the proper administration and operations of the City of Fairburn ("city") that the members of its governing authority, as well as members of city boards, authorities and commissions (collectively "city officials"), be, and given appearance of being independent and impartial; that public office not be used for public gain; that there be public confidence in the integrity of such city officials; that such city officials at all times adhere to the highest standards of professionalism; and that conduct unbecoming of a member of the governing authority or other city board, authority, or commission and conduct by such a member that tends to damage the reputation of the city or its governing authority and/or conduct which otherwise interferes with and negatively impacts city operations and/or which places the city in a poor public light not to be tolerated.

**FACTS AND ISSUES:** The governing authority finds that the public interest requires that it protects against such conflicts of interest and acts of unprofessional and unbecoming conduct by establishing an appropriate ethical standard.

**RECOMMENDED ACTION:** Staff recommends approval of appointees.

  
Mayor Elizabeth Carr-Hurst

  
Dennis Stroud, City Administrator





### Ethics Board Re-Appointments

1. Councilwoman Linda J Davis

Ms. Janine Johnson Edmonds, term expires 01/01/2024  
(Re-Appointment)

2. Councilman James Whitmore

Mr. Rodney Anderson, term expires 01/01/2024  
(Re-Appointment)

3. Councilman Pat Pallend

Mr. Will Strawn, term expires 01/01/2024  
(Re-Appointment)





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT AWARD SOUTHEASTERN ENGINEERING FOR TRAFFIC SIGNAL WARRANT ANALYSIS AND DESIGN SERVICES**

( ) AGREEMENT

( ) POLICY / DISCUSSION

( X ) CONTRACT

( ) ORDINANCE

( ) RESOLUTION

( ) OTHER

Submitted: 02/03/2020

Work Session: 02/10/2020

Council Meeting: 02/10/2020

**DEPARTMENT:** Community Development/Public Works

**BUDGET IMPACT:** The budget impact will be \$12,080. The project expenditures will come out of account number (360-000-54-1410) T-SPLOST Infrastructure – Roadway.

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

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**PURPOSE:** For Mayor and Council to approve a contract award with Southeastern Engineering for Traffic Signal Warrant Analysis and Design Services.

**HISTORY:** In December 2019, the Community Department solicited proposals for Traffic Signal Warrant Analysis and Design Services to pursue the installation of a traffic signal on US 29 at the intersection of Senoia Road and the entrance to the Manor at Broad Street/Fairburn Police Department.

**FACTS AND ISSUES:** In response to our solicitation, the City of Fairburn received proposals from four (4) prospective firms. Based on the firm's qualifications and the fee proposal, Southeastern Engineering, Inc. was selected as the successful respondent.

**RECOMMENDED ACTION:** Staff recommends that City Council approve a contract award with Southeastern Engineering for Traffic Signal Warrant Analysis and Design Services and authorize the Mayor to sign the Agreement for Professional Services for these services.

A stylized, handwritten signature in black ink, consisting of a large loop and a long horizontal stroke.

*Dennis Stroud, City Administrator*

A handwritten signature in black ink, written in a cursive style, reading "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*



2470 Sandy Plains Rd  
Marietta, GA 30066  
D (770) 702-7025  
C (404) 670-2040  
[sjordan@seengineering.com](mailto:sjordan@seengineering.com)

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## PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made by and between Southeastern Engineering, Inc., and the client identified herein, provides for the following Professional Engineering Services under the Scope of Services section of this agreement

**CLIENT:** City of Fairburn  
Lester Thompson  
26 W. Campbellton Street  
Fairburn, GA 30213  
[lthompson@fairburn.com](mailto:lthompson@fairburn.com)

**PROJECT NAME:** US 29 at Senoia Road ICE, Fairburn, Georgia.

### PROJECT UNDERSTANDING

SEI understands that the City of Fairburn would like to determine if a signal would be warranted at the intersection of US 29 and Senoia Road in Fairburn. SEI will evaluate the study intersection to determine the preferred intersection control. If a signal is warranted, SEI traffic engineers will prepare the signal design and coordinate with GDOT District 7 staff to permit the proposed signal.

### SCOPE OF SERVICES

#### Task 1 – ICE Analysis

SEI will conduct a site visit to inventory the existing conditions of the study intersection which will include lane geometry, sight distances, speed limits, and any other characteristics specific to the intersection. Traffic data, including pedestrian movements, will be observed and collected on a Tuesday, Wednesday, or Thursday when school is in session. SEI will also conduct an Intersection Control Evaluation (ICE) analysis for the study intersection to determine the preferred intersection control. A safety analysis utilizing Georgia Electronic Accident Reporting System (GEARS) and a signal warrant analysis will be included as part of the ICE analysis. Additionally, an evaluation for a Pedestrian Hybrid Beacon (PHB) will be included within this task. As part of this task, coordination between SEI, the City of Fairburn, and GDOT District 7 is expected.

#### Task 2 – Traffic Signal Design and GDOT Signal Permitting

If signal warrants are met and ICE determines that a signal is the preferred intersection control for the study intersection, SEI will prepare the signal design. Plans will meet current standard specifications, policies, and requirements for traffic signal plans. Signal plans will be developed following GDOT guidelines. The final deliverable will be a signed traffic signal plan that addresses all internal comments. SEI will also handle coordination with GDOT District 7 in order to obtain an approved signal permit.

This task does not include any survey, SUE, or geotechnical information collection. Traffic signal design and permit will only be applicable per GDOT's approval of the ICE evaluation if a traffic signal is the preferred intersection control.

#### COMPENSATION

PROFESSIONAL FEES			
Description	Task Subtotal	Billed	Initials
<b><u>Task 1</u> – ICE Analysis</b>	<b>\$5,600.00</b>	<b>Monthly, % Complete of Lump Sum</b>	
<b><u>Task 2</u> – Traffic Signal Design and GDOT Signal Permitting</b>	<b>\$6,480.00</b>	<b>Monthly, % Complete of Lump Sum</b>	
<b>Total</b>	<b>\$12,080.00</b>	<b>Monthly, % Complete of Lump Sum</b>	

#### SCHEDULE

SEI can initiate work on this project immediately upon notice to proceed. SEI will provide a schedule with regular updates and will have all information delivered to the client in advance of submission to the jurisdiction.

Direct expenses are included in the fees subtotaled in the above table. Direct expenses not furnished directly by SEI will be billed at cost and may include but are not limited to special fees, permits, insurance, etc., printing and photographic reproduction, sub-contractors, rental of equipment and vehicles, shipping/transportation, meals and lodging, bonds, laboratory testing and supplies. Exclusions to the contract are noted in Attachment A.

SEI will cease work and notify you as soon as possible if additional professional services are required beyond the scope of work defined in the Scope of Services section above. Additional services will be billed according to the Rate Scheduled in Attachment B.

Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to the unpaid balance beginning 30 days after invoice date. Any changes and/or revisions to this contract shall be agreed upon and initialed by all parties. This proposal shall be considered valid for a period of ninety (90) days from the date on page one (1).



IN WITNESS WHEREOF, the Agreement is accepted on the later date written below, subject to the terms and conditions stated above and attached to the Agreement in Attachment C.

CLIENT \_\_\_\_\_

SOUTHEASTERN ENGINEERING, INC. \_\_\_\_\_

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name (Typed) \_\_\_\_\_

Name (Typed) \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

## ATTACHMENT A

### EXCLUSIONS:

This agreement does not include the following:

- ☒ Zoning or zoning modification applications and coordination
- ☐ GDOT or another agency coordination
- ☒ Community coordination meetings
- ☐ Graphic design
- ☐ Traffic engineering services
- ☒ Land surveying services
- ☒ Structural engineering and inspection
- ☒ Soil testing/geotechnical analysis of existing soils or levels of compaction
- ☒ Subsurface utility location and/or investigation
- ☒ Utility capacity analyses
- ☒ Offsite utility evaluation and/or extension
- ☒ Offsite utility easements
- ☒ Utility coordination
- ☒ Stream buffer variance - variance through EPD and/or local jurisdiction
- ☒ Offsite silt study
- ☒ Dam breach
- ☒ FEMA coordination and/or letter of Map Revision
- ☒ MS4 requirements
- ☒ Architectural services
- ☒ Landscape architectural services
- ☒ Irrigation design
- ☒ Tree survey and/or as-builts
- ☒ Planting plans
- ☒ Inspecting and/or placing plants on site
- ☒ State waters and/or wetland location, delineation and/or permitting through USACE
- ☒ Preparation of Storm Water Management, Inspection and Maintenance Agreement or similar/related documents
- ☒ LDP submittal or revisions
- ☒ Final plat submittal or revisions
- ☒ Cost estimates or Quantity take offs
- ☒ Construction management, contract administration or price/cost negotiations of construction work
- ☒ Settlement of disputes of claims due to contractor default or insolvency or discontinuation of work
- ☒ Maintenance services (post-construction or otherwise)

## ATTACHMENT B

### HOURLY RATE SCHEDULE:

Services shall be invoiced according to the following rates:

#### Environmental Personnel:

Environmental Scientist I :	\$85/hr.
Environmental Services Manager:	\$125/hr.

#### Planning and Landscape Architecture Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Land Planner:	\$125/hr.
Landscape Architect:	\$125/hr.

#### Engineering Personnel:

Administrative:	\$60/hr.
Technician:	\$60/hr.
Designer I:	\$75/hr.
Designer II:	\$95/hr.
Designer III:	\$115/hr.
Engineer I:	\$90/hr.
Engineer II:	\$110/hr.
Engineer III:	\$135/hr.
Project Manager:	\$155/hr.
Director/Principal:	\$250/hr.

#### Hourly\* Surveying Personnel:

Field Crew: (1 Man)	\$90/hr.
Field Crew: (2 Man)	\$150/hr.
Field Crew: (3 man)	\$195/hr.
Survey Technician 1:	\$75/hr.
Survey Technician 2:	\$85/hr.
Survey Technician 3:	\$95/hr.
Administrative:	\$60/hr.

*\*Overtime rates = 1.5 x standard rates*

#### Salary Surveying Personnel (Overtime Exempt):

Survey Director: (PLS)	\$150/hr.
Project Manager: (PLS)	\$140/hr.
Associate Project Manager: (LSIT)	\$115/hr.
Field Coordinator:	\$110/hr.

*Note: Personnel include direct and contract employees.*



## ATTACHMENT C

### GENERAL CONDITIONS:

- A. **ENTIRE AGREEMENT AND ACCEPTANCE:** This CONTRACT comprises the full and entire agreement between the parties affecting all matters herein described, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized. Except for verbal authorization for additional work (which authorizations subsequently are confirmed in writing by ENGINEER), ENGINEER shall not be bound by any instructions, statements, or writings that are not expressly contained herein. These terms and conditions may be accepted only on the exact terms set forth herein and such terms and conditions supersede all prior discussions, understandings, or agreements related to this CONTRACT. Acceptance is made by CLIENT who either owns the subject project site or has an agreement with or the permission of the property owner which permits the ENGINEER to perform services at or related to the property.
- B. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering, surveying and landscape architecture practices. This warranty is in lieu of all other warranties, either implied or expressed. SEI assumes no responsibility for interpretation made by others based upon the work or recommendations made by SEI
- C. **SCOPE OF SERVICES AND EXTRA WORK:** The scope of ENGINEER's services hereunder is strictly limited to the services described in the contract, and ENGINEER shall have no obligations beyond such scope. Further, ENGINEER shall have no obligation to perform, and shall not be liable for any investigations or field observations relating to the project, unless such investigations or field observations are expressly provided in this CONTRACT. The CLIENT shall pay ENGINEER additional fees and reimbursables for work required for the project and for services requested by CLIENT, orally or in writing, if such work or services are not expressly described hereof, including, but not limited to, services involving redesign, change in scope of the project or additional work or services resulting from delays caused by others than the ENGINEER.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed the fee for services provided. For additional liability coverage from the undersigned, a fee of 2% of the liability amount requested must be paid to the undersigned prior to commencement of this project.
- E. The Owner/Client agrees to defend, indemnify and hold SEI harmless from any claims, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by SEI, performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of SEI.
- F. In the event, the Owner/Client makes claim against SEI at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by SEI in defending itself against such claim (s). The reciprocal of this clause (i.e., a claim made by SEI against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon SEI) is hereby made a part of this Agreement.
- G. It is understood and agreed that SEI, shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- H. Should client be a Corporation or Partnership, the person signing this work order agrees to take full personal financial responsibility for the payment of the amounts specified herein and hereby waives right to personal property exemptions pursuant to collection thereof.
- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon approval by Owner/Client. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one, one-half percent (1.5%) will be added to any unpaid balance at the end of 30 days (APR 18%). When an invoice is 60 days in arrears, ENGINEER shall have the further right to

discontinue further services and assess an additional 10% of the unpaid balance of \$100.00 minimum charge, whichever is greater, before providing further services of any kind to the subject project or CLIENT. Any inquiries about invoices should be made within 15 days of the invoice date.

- J. Either party may terminate this agreement with ten (10) days written notice. Outstanding fees for services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of this proposal, fees quoted are subject to revision.
- K. Should the client be a 'Prime Consultant' where SEI is acting as a sub-consultant to the 'Prime Consultant' and the 'Prime Consultant' is a Corporation or partnership, working as consultant to the actual owner of the project, the representative signing this contract agrees that the company for which he is employed and represents will take full financial responsibility for the payment of the amounts specified herein regardless of whether or not the actual owner/developer of the property pays the 'Prime Consultants' own invoices. Note: This clause does not exclude SEI's right to legally pursue the physical owner of the property in the event of non-payment by the Client or 'Prime Consultant.'
- L. All original papers, documents, electronic data and all work product and copies thereof, produced as a result of this contract shall remain the property of SEI and may be used by the SEI without further consent of the Client.
- M. Owner/Client shall pay SEI all costs and expenses incurred or paid by SEI in connection with the collection of any sums due hereunder, including without limitation, reasonable attorneys' fees of no less than 15% of the amount for which collection is sought.
- N. Under no circumstances shall either party be liable to the other party for any indirect, incidental, economic, special, punitive or consequential damages, whether for breach of contract, negligence, or under any other cause of action, that results from the relationship or the conduct of business contemplated herein.
- O. HIDDEN CONDITIONS: A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.
- P. AR. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to Arbitrate, shall be determined exclusively by Arbitration before the American Arbitration Association-Commercial Division in Atlanta Georgia pursuant to its rules. Judgment on the Award may be entered exclusively in the Fulton County Superior Court of Georgia. This clause shall not preclude or restrict the Parties from seeking provisional remedies in aid of arbitration exclusively from the Fulton County Superior Court of Georgia, and the Parties herein waive any claim(s) that jurisdiction and/or venue is otherwise.
- Q. NO WAIVER: The failure of ENGINEER to enforce, at any time or for any period of time, any one or more of the provisions of the CONTRACT shall not be construed to be, and shall not be, a waiver of any such provision or of its right thereafter to enforce each and every such provision.



December 19, 2019

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

Re: Traffic Signal Warrant Analysis and Design for the US 29 at Senoia Road Intersection

Dear Mr. Thompson:

We appreciate the opportunity to provide a proposal to prepare a Traffic Signal Warrant Analysis and Design for the US 29 at Senoia Road intersection. We have prepared a fee estimate which includes, and is limited to, the tasks and activities listed in the summary of the scope of work shown in Exhibit "A".

**Scope of Work:**

The Scope of Work is composed of the following tasks:

**Task 1**

1. Existing Conditions Inventory
  - a. Site Visit
  - b. Photographic Inventory of the existing conditions
  - c. Lane Geometry
  - d. Sight Distance
  - e. Speed Limits
  - f. Conduct 12-Hour Continuous Traffic Counts
  - g. Conduct Pedestrian Counts in the vicinity of the intersection.
  - h. Safety / Crash Analysis (GDOT GEARS information for previous 5 years to identify crash history at the intersection.)
2. Analysis
  - a. Conduct ICE
  - b. Conduct Traffic Signal Warrant Analysis
3. GDOT Approval
  - a. Coordinate with GDOT District 7 to get approval for signal.





**Task 2**

1. Traffic Signal Design
  - a. Provide Construction Plans and bid documents for a Traffic Signal at the intersection of US 29 and Senoia Road.
  - b. Collect Survey, SUE, and Geotechnical information. (CPL will request quotes from subconsultants to perform this work if/when Task 2 is underway)
2. Traffic Signal Permit
  - a. Obtain Signal Permit from GDOT District 7 for the new Traffic Signal at US 29 and Senoia Road
3. Special Encroachment Permit
  - a. Obtain a Special Encroachment Permit from GDOT District 7 to allow the installation of a new Traffic Signal at US 29 and Senoia Road.

Attached is an agreement for consultant services for your review and execution. It is understood and acknowledged that Task 2 is dependent on GDOT approval of a traffic control device (either a traffic signal or a pedestrian hybrid beacon). If you have any questions or need any additional information, please do not hesitate to contact me at 770-539-0349.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brent E. Cook'.

Brent E. Cook, P.E.  
Senior Traffic Engineer/Project Manager



## **EXHIBIT "A"**

### **US 29 at Senoia Road Scope of Work**

#### **Task 1**

1. Existing Conditions Inventory
  - a. Site Visit
  - b. Photographic Inventory of the existing conditions
  - c. Lane Geometry
  - d. Sight Distance
  - e. Speed Limits
  - f. Conduct 12-Hour Continuous Traffic Counts
  - g. Conduct Pedestrian Counts in the vicinity of the intersection.
  - h. Safety / Crash Analysis (GDOT GEARS information for previous 5 years to identify crash history at the intersection.)
2. Analysis
  - a. Conduct ICE
  - b. Conduct Traffic Signal Warrant Analysis
  - c. Conduct Warrant Analysis for Pedestrian Hybrid Beacon
3. GDOT Approval
  - a. Coordinate with GDOT District 7 to get approval for signal.

#### **Task 2**

1. Traffic Signal Design
  - a. Provide Construction Plans including bid documents for a Traffic Signal at the intersection of US 29 and Senoia Road.
  - b. Collect Survey, SUE, and Geotechnical information. (CPL will request quotes from subconsultants to perform this work if/when Task 2 is underway)
2. Traffic Signal Permit
  - a. Obtain Signal Permit from GDOT District 7 for the new Traffic Signal at US 29 and Senoia Road.
3. Special Encroachment Permit
  - a. Obtain a Special Encroachment Permit from GDOT District 7 to allow the installation of a new Traffic Signal at US 29 and Senoia Road.

#### **Deliverables**

1. Approved ICE Analysis
2. Approved Traffic Engineering Report including a Signal Warrant Analysis
3. Traffic Signal Construction Package including bid documents
4. Approved Traffic Signal Permit from GDOT
5. Approved Special Encroachment Permit from GDOT



**EXHIBIT "B"**

**US 29 at Senoia Road Fee Schedule**

**Task 1**

<b>Title</b>	<b>Rate/Hour</b>	<b>Hours</b>	<b>Total</b>
<b>Senior Professional</b>	<b>\$150</b>	<b>2</b>	<b>\$300</b>
<b>Senior Support Services Engineer</b>	<b>\$100</b>	<b>50</b>	<b>\$5000</b>
<b>Plan Review Engineer</b>	<b>\$80</b>	<b>8</b>	<b>\$640</b>
			<b>Total = \$5,940</b>
<b>Traffic Counts</b>			<b>\$1,250</b>
			<b>Sub Total = \$6,190</b>

**Task 2**

<b>Title</b>	<b>Rate/Hour</b>	<b>Hours</b>	<b>Total</b>
<b>Senior Professional</b>	<b>\$150</b>	<b>10</b>	<b>\$1500</b>
<b>Senior Support Services Engineer</b>	<b>\$100</b>	<b>40</b>	<b>\$4000</b>
<b>Plan Review Engineer</b>	<b>\$80</b>	<b>70</b>	<b>\$5600</b>
			<b>Sub Total = \$11,100</b>

**TOTAL FEE = \$17,290**





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 5: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2020)**

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**To:** City of Fairburn

PO Box 145

Fairburn, GA 30213

**Attn:** Ms. Elizabeth Carr-Hurst, Mayor

**Copy to:** Lester Thompson

**Date:** January 6, 2020

**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 install a traffic signal at the intersection of US 29/SR 14/SW Broad Street/Roosevelt Highway and Senoia Road. US 29 is an existing 4-lane divided highway with a speed limit of 45 MPH, running parallel to CSX Railroad, located due east. Senoia road is a minor arterial corridor with a speed limit of 35 MPH, connecting SR 75/Fairburn Industrial Boulevard to US 29 and providing access to Fairburn Police Department and Fairburn Youth Center, as well as Manor Senior Living Center on the west side of the intersection.

During the morning and afternoon peak times, approaches to this intersection experience significant delay, primarily from the queuing along Senoia Road crossing the railroad. Since this intersection is within 200 feet of the CSX Southern Railroad crossing, the proposed traffic signal would include railroad pre-emption phasing.

### **Scope of Work**

#### **Task 1: Existing Conditions Analysis and Traffic Analysis**

- Task 1A: Project Management and Coordination Plan – Pond will prepare a project management and coordination plan to indicate the lines of communication and work schedule.

Architects  
Engineers  
Planners  
Constructors



- Task 1B: Traffic Data Collection – Traffic data to be collected includes a 12-hour turning movement count (including pedestrians) at the intersection of US 29/SR 14/SW Broad Street/Roosevelt Highway and Senoia Road, for use in evaluation of original warrant criteria, peak period turning movement counts at the intersection of SE Broad Street and Senoia Road (3-hour AM and PM peak) and various 24-hour traffic volume counts along US 29/SR 14/SW Broad Street/Roosevelt Highway and Senoia Road.
- Task 1C: Field Observation of Existing Conditions – The field observation will consist of an initial site visit to take pictures and document the existing conditions including lane geometry, sight distance, and speed limits.
- Task 1D: Traffic Signal Warrant Analysis – Pond will perform an analysis of existing traffic conditions and a traffic signal build alternative.
  - The traffic data collection and design traffic forecasting procedures and methodology will follow that outlined in the Georgia Department of Transportation (GDOT) Design Traffic Forecasting Manual.
  - The analysis will utilize Synchro software and the GDOT Intersection Control Evaluation (ICE) tool.
  - Since this is an intersection on a state route, it is expected that a Stage 1 and Stage 2 analysis will be needed.
  - A review of crash history will also be completed using the GEARS software.
  - The open and design year will be determined through discussion with the city and GDOT. Future year traffic volumes will be developed based on historical traffic count data and expected area growth.
  - Traffic operations will be reviewed for the US 29/SR 14/SW Broad Street/Roosevelt Highway and Senoia Road intersection. A traffic report will be prepared summarizing the above.
- Task 1E: City of Fairburn, CSX Railroad, and GDOT Coordination – We will coordinate the submittal and reviews for the report with City of Fairburn Engineering Department, GDOT District 7, and GDOT Traffic Operations Office.
  - This task includes attendance at up to one (1) meeting. Any additional meetings or services can be performed as additional services.
  - If GDOT does not approve the ICE and/or the signal warrant, Pond will not move forward with the services set forth in Task 2.
- Deliverables (Task 1)
  - ICE Analysis
  - Signal Warrant Analysis (Traffic Engineering Report)

## **Task 2: Traffic Signal Design**

- Task 2A: Survey - The intersection and surrounding area will be surveyed. The limits include approximately 400' along the centerline of US 29/SR 14/SW Broad Street/Roosevelt Highway (north and south legs); approximately 100' along the centerline of Senoia Road/Driveway (east and west legs).
- Task 2B: Utility Coordination – Utility coordination will begin at the start of the project to facilitate understanding of potential impacts.
- Task 2C: Perform Subsurface Utility Engineering (SUE) Quality Level B (QL-B) – Ground Penetrating Radar (GPR) will be completed within the limits of intersection to determine accurate horizontal utility locations.



- Task 2D: Geotechnical Survey – Pond does not feel that this information is needed. GDOT provides detailed information in the standards and specifications that covers the design of strain pole and mast arm foundations, based on certain soil parameters.
- Task 2E: Prepare Topographic and Utility Database – The project database will be prepared to capture topographic and utility data for use in the project.
- Task 2F: Traffic Signal Design – Pond will prepare the construction plans, prepared based on the topographic survey database. The design plans will be prepared conforming to City of Fairburn, Manual on Uniform Traffic Control Devices (MUTCD), and GDOT requirements and standards, using Microstation V8i software. The construction plans will also include a cover sheet, special details (as needed), and a summary of quantities. The plans will be submitted in electronic PDF format.
  - Pond will perform utility coordination with responsible utility owners (if needed). The contractor will be responsible for notifying utility companies prior to the commencement of construction.
  - The construction plans will include signal plans with all elements including utilities and signing and marking.
    - The following milestone plan submittals will be included: Preliminary Plans (60%) and Final Plans (100%).
  - Pond will submit to City of Fairburn for plan review.
  - One meeting with city staff and CSX Railroad to review/discuss the signal plans (Preliminary Plan submittal).
- Task 2G: Traffic Signal Permitting – After obtaining review comments, the design will be modified and submitted to GDOT District 7 Traffic Operations and GDOT Traffic Management Center for review and comment.
  - One meeting with city staff to review/discuss the signal plans (Final Plan submittal).
  - After obtaining review comments, the design will be modified and resubmitted to GDOT District 7 Traffic Operations and GDOT Traffic Management Center for approval of the Signal Permit.
  - Pond will prepare an opinion of probable cost.
- Deliverables (Task 2)
  - Traffic Signal Construction Plans
  - Coordination with GDOT for Traffic Signal Permit

### **Budget**

The total not to exceed budget is \$44,300.00 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. A breakdown of these tasks is shown below:

- Task 1: \$15,500.00
- Task 2: \$28,800.00

### **City Responsibilities**

- The city will review and provide input

### **Conditions of Service**

The design plans will be prepared to accompany an encroachment permit and signal permit request to Georgia Department of Transportation. The design plans will be prepared as a City of Fairburn let and funded project.



Services or tasks not specifically outlined above are excluded and would be considered additional services. Services not included in the scope:

- Roadway Improvements – Other than pedestrian facilities (i.e. wheelchair ramps, crosswalks, and minor striping revisions to accommodate traffic signal). It is assumed that no geometric improvements will be completed.
- CSX Railroad Coordination (beyond coordination needed for signal design in Task 2). Because the right-of-way limits are unknown, additional coordination might be needed to review plans, etc.
- Staging Plans
- Right-of-Way Plans
- Staking of Right-of-Way
- Additional Survey
- Subsurface Utility Engineering (SUE) Services – Quality Level A (QL-A)
- Landscape/Hardscape Plans
- Lighting Plans
- ITS/Signal Communications Plans
- Traffic Signal Timing Plans
- GDOT Concept Report
- MS4 Evaluation and Design
- Additional meetings
- Erosion Control Plans

#### **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: Elizabeth Carr-Hurst

Title: Mayor, City of Fairburn

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



December 3, 2019

Lester Thompson  
Deputy Director of Community Development and Public Works  
City of Fairburn

**RE: Signal Warrant Analysis and Design for Traffic Signal at US 29 at Senoia Road**

Dear Lester:

Thank you for the opportunity to submit a proposal on the above referenced project. Below is the scope of service CPL will perform in order to implement a traffic signal at the intersection of US 29 and Senoia Road in Fairburn, GA.

## **Scope of Services**

### **Task 1**

1. Existing Conditions Inventory
  - a. Site Visit
  - b. Photographic Inventory of the existing conditions
  - c. Lane Geometry
  - d. Sight Distance
  - e. Speed Limits
  - f. Conduct 12-Hour Continuous Traffic Counts
  - g. Conduct Pedestrian Counts in the vicinity of the intersection.
  - h. Safety / Crash Analysis (GDOT GEARS information for previous 3 or 5 years to identify crash history at the intersection.)
2. Analysis
  - a. Conduct ICE
  - b. Conduct Traffic Signal Warrant Analysis
  - c. Conduct Warrant Analysis for Pedestrian Hybrid Beacon
3. GDOT Approval
  - a. Coordinate with GDOT District 7 to get approval for signal.

### **Task 2**

1. Traffic Signal Design
  - a. Provide Construction Plans for a Traffic Signal at the intersection of US 29 and Senoia Road.
  - b. Collect Survey, SUE, and Geotechnical information. (CPL will request quotes from subconsultants to perform this work if/when Task 2 is underway)
2. Traffic Signal Permit

**ARCHITECTURE  
ENGINEERING  
PLANNING**

5011 Station Gate Drive Suite 7501 Suwanee, GA 30024-1776 770.831.9900 info@clarkpattersonlee.com

- a. Obtain Signal Permit from GDOT District 7 for the new Traffic Signal at US 29 and Senoia Road.

### **Deliverables**

1. Approved ICE Analysis
2. Approved Signal Warrant Analysis
3. Traffic Signal Construction Package
4. Approved Traffic Signal Permit from District

\*\* If GDOT does not approve the ICE or the Signal, CPL will not move forward with the design of the Traffic Signal.

### **Fee**

Task 1: \$13,000  
Task 2: \$37,000\*

\* This fee does not include the fee for survey, geotechnical investigation, or SUE.

Very truly yours,  
CPL



Jennifer Harper, PE  
Principal





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: STATE OF GEORGIA MINIMUM STANDARD CODES ADOPTION**

☐ AGREEMENT      ☐ POLICY / DISCUSSION      ☐ CONTRACT  
☒ ORDINANCE      ☐ RESOLUTION      ☐ OTHER

**Submitted: 02/04/2020**

**Work Session: 02/10/2020**

**Council Meeting: 02/10/2020**

**DEPARTMENT:** Property Management

**BUDGET IMPACT:** N/A

**PUBLIC HEARING?:** ☐ Yes ☒ No


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**PURPOSE:** For Mayor and Council to adopt the following Building Construction Codes for enforcement:

2018 Edition International Building Codes  
2018 Edition International Residential Codes  
2018 Edition International Fuel Gas Codes  
2018 Edition International Mechanical Codes  
2018 Edition International Plumbing Codes  
2018 Edition Swimming Pool and Spa Code  
2017 Edition National Electrical Code  
2015 Edition International Energy Conservation Code

**HISTORY:** The City adopted the 2012 Edition of the Minimum Standard Codes in 2013 along with Georgia Amendments; these codes were in existence until December 31, 2019. On January 1, 2020 the D.C.A. adopted the 2018 Editions, leaving the National Electrical Code with the 2017 Edition and the International Energy Code upgraded to the 2015 Edition.

**RECOMMENDED ACTION:** Staff recommends Mayor and Council to adopt the ordinance referencing the 2018 Edition of the International Building Codes as adopted by D.C.A.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator

Brian P. Kemp  
Governor



Christopher Nunn  
Commissioner

## GEORGIA STATE MINIMUM STANDARD CODES

**January 1, 2020**

On October 1, 1991, the Uniform Codes Act became effective in Georgia. On July 1, 2004, this Act was revised to make the following construction codes mandatory as the Georgia State Minimum Standard Codes. Listed below are the code editions in effect as of January 1, 2020:

International Building Code	2018 Edition
International Residential Code	2018 Edition
International Plumbing Code	2018 Edition
International Mechanical Code	2018 Edition
International Fuel Gas Code	2018 Edition
International Energy Conservation Code	2015 Edition
International Fire Code	2018 Edition
National Electrical Code	2017 Edition
International Swimming Pool and Spa Code	2018 Edition

The Act requires local governments that elect to enforce these codes within their jurisdictions to adopt administrative procedures and penalties in order to locally enforce any of these mandatory codes. Also, any applicable appendices of these codes must be adopted locally in order to be enforceable within a specific local jurisdiction.

The Act also made the following optional codes available for local government adoption and enforcement. Local governments choosing to enforce any of the below optional codes must adopt the code(s) they wish to enforce, as well as administrative procedures and penalties.

International Property Maintenance Code	2012 Edition
International Existing Building Code	2012 Edition
National Green Building Standard	2008 Edition
Disaster Resilient Building Code IBC Appendix	2020 Edition
Disaster Resilient Building Code IRC Appendix	2020 Edition

The Georgia Amendments are available at the below web link:

<https://www.dca.ga.gov/local-government-assistance/construction-codes-industrialized-buildings/construction-codes>

The DCA Board specifically omitted the plumbing, electrical, and energy requirements of the International Residential Code for One- and Two-Family Dwellings. Therefore, the plumbing requirements of the International Plumbing Code, the electrical requirements of the National Electrical Code, and the energy requirements of the International Energy Conservation Code must be used for one- and two-family dwelling construction.

If you need assistance in establishing or updating construction codes enforcement program in your area, please contact DCA's Construction Codes Program at (404) 679-3118 or [codes@dca.ga.gov](mailto:codes@dca.ga.gov)

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## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: PUMP STATION GENERATOR AND AUTOMATIC TRANSFER SWITCH ON (SHAW DRIVE).**

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☒ OTHER

**Submitted: 02-04-2020   Work Session: 02-10-2020   Council Meeting: 02-10-2020**

**DEPARTMENT:** Water/Sewer

**BUDGET IMPACT:** The budget impact of this task order will be \$74,000. The proposed expenditures will come out of the Water & Sewer Account (505-0000-54-2500).

**PUBLIC HEARING?** ☐ Yes      ☒ No

---

**PURPOSE:** For Mayor and Council to approve a Pump Station Generator and Automatic Transfer Switch at Shaw Drive

**HISTORY:** The City of Fairburn had no backup power supply or portable generator available for use if a power failure was to occur.

**FACTS AND ISSUES:** This generator is greatly needed to support the lift station in the Shaw drive area in the event if the lack of power fails. This generator will also prevent a sewer overflow.

**RECOMMENDED ACTION:** Staff recommends approval for \$74,000.

A handwritten signature in cursive script, reading "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*

A handwritten signature in cursive script, reading "Dennis Stroud".

*Dennis Stroud, City Administrator*





February 4, 2020

City of Fairburn Water  
Steven Jackson-770-964-2244  
Sjackson@fairburn.com

**Re: Remote pump station Generator and Interior ATS**

The following is a proposal for labor and material to complete the following scope:

**Electrical Scope**

- Furnish and install (1) 40KW, 208V 3P CAT generator with sound enclosure
- Furnish and install (1) 3P nema1 150A rated ATS
- Furnish and install (1) concrete pad up to 5ft. away from the building for the Generator and stub up
- Furnish and install underground trenching and backfill for the 2" PCV for the main and (2) 3/4" PVC for the heater and charger
- Furnish and install 1/0 THHN Copper from the generator to the transfer switch and the load side to the panel
- Core thru the concrete wall for access to the building
- Furnish and install (1) 3/4" x 10' ground rod with #4 bare copper

**Qualifications**

- Based on normal work hours Monday through Friday
- Access to the site is the responsibility of the owner
- Price to include unloading equipment for the unit

**Exclusions**

- Engineered drawings
- New Distribution Panel Inside

**Price to Complete: \$ 74,000**

Pricing is good for 30 days. 50% deposit requested and balance upon completion.  
All work shall be completed in a workman like manner and in accordance with local and national codes. All work shall carry a 1-year warranty on labor & materials, excluding lamps.

**Payment terms: DUE UPON RECIEPT OF INVOICE.**

*Chris Wells* 2/04/2020

Chris Wells  
Account Manager/Estimator

Proposal Accepted By

Date

**A CONSTANT CURRENT OF EXCELLENCE**

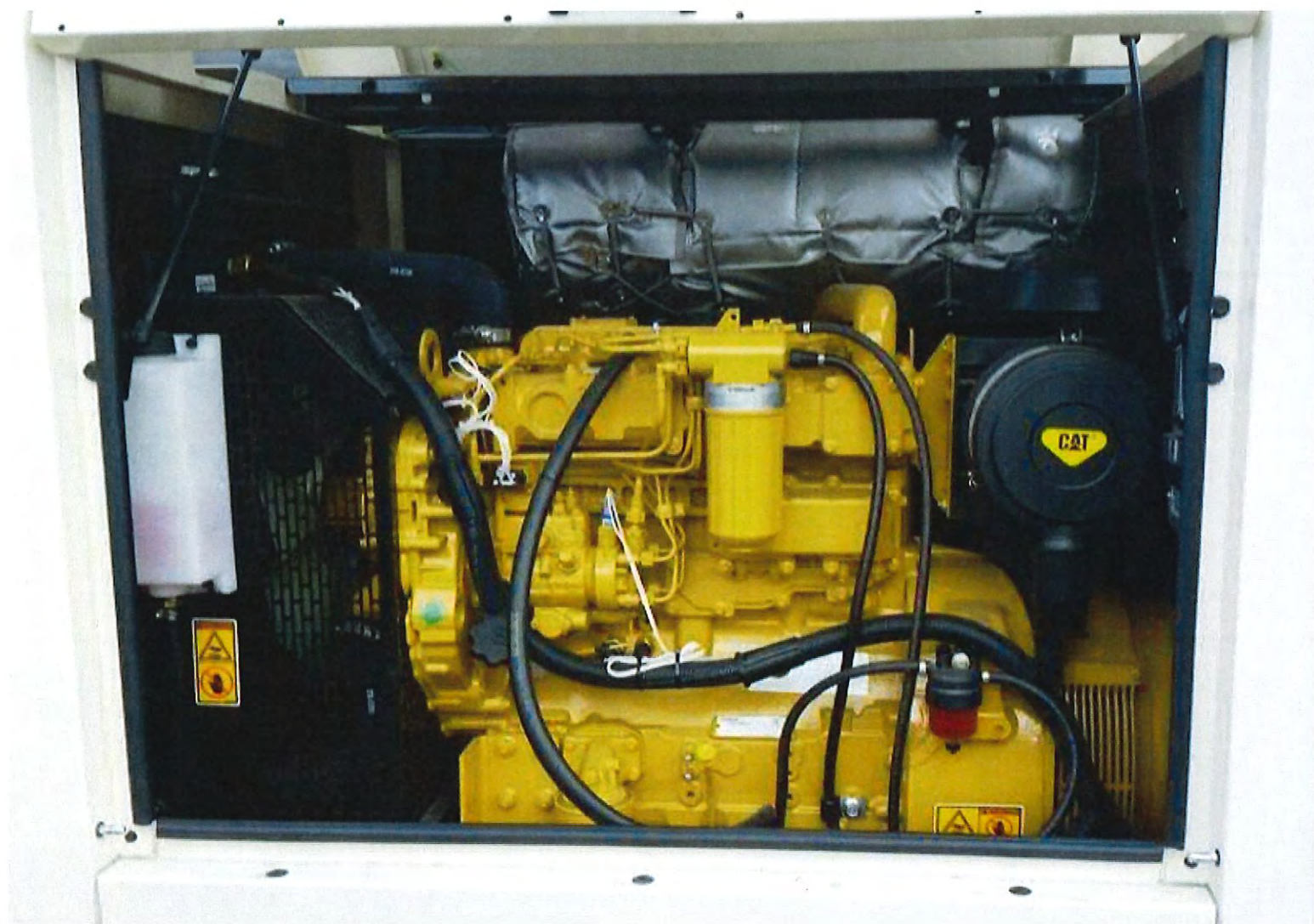
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**Electric Power Management Solutions**





# COMPETITIVE ADVANTAGE

You need your operation to run as efficiently as possible. Your Cat® dealer has a variety of tools and technologies to help you design a customized package that can lower your owning and operating costs. Cat dealers have over 140,000 employees with more than 75 percent engaged in product support to help customers get maximum value and reliability from their Cat products.



## EMSOLUTIONS

### INFORMATION IS POWER

Effectively managing your engines and systems can reduce operating costs and lower risk with labor, regulatory, and safety management. Your Cat dealer has services and support to help you build a stronger, more competitive business.

#### CONTROL COSTS

Automated data collection and reporting lets you see what your real costs are, so you can take concrete steps to bring them down.

#### IMPROVE OPERATIONS

See exactly how your system is performing and when it's due for maintenance, for more effective planning.

#### MANAGE PEOPLE

Access technologies that can keep your people safe, efficient, and as engaged as possible.

#### REDUCE RISK

Systems data helps you with unexpected repairs and downtime, creates a culture of safety, improves system performance, and maintains regulatory compliance.



# CUSTOMER SUPPORT AGREEMENTS (CSA)

A CSA is an arrangement between you and your Cat dealer that helps you manage your power systems to stay competitive and decrease downtime.

## FLEXIBILITY

Your CSA will fit the needs of your power system and the technical capabilities of your team. Every CSA is an individualized plan with services based on your products, application, and technical capabilities and costs based on your budget. Comprehensive inspections designed by the engineers who designed your power system will fit your schedule, and we always use genuine Cat parts and highly skilled technicians for peak performance.

Talk to your Cat dealer about a customized total solution for your equipment management needs. The goal is for you to focus on what you do best – growing your core business.



## S•O•S<sup>SM</sup> SERVICES

### IMPROVE LIFE CYCLE COSTS

S•O•S oil analysis tests evaluate the condition of your engine, not the condition of the oil alone. This helps you and your Cat dealer monitor trends in the health of your systems to ensure peak performance and control maintenance costs.

- Optimize oil change intervals
- Identify excessive wear or contaminated fluids
- Detect potential problems to schedule downtime

### THE ULTIMATE SERVICE

S•O•S Services combined with regular inspections, analysis of your site conditions, electronic data, and service history helps you evaluate your power system's health. Ask your Cat dealer about the preventive maintenance programs available to increase return on your investment.

## ADVANCED ELECTRICAL SERVICES

Your Cat dealer is equipped to coordinate your necessary long-term electrical system performance, including maintenance, testing, and engineering service that protect you from regulation violations, loss of production, and personnel injuries. Depend on us to be your partner for all electrical power servicing needs before, during, and after the configuration and installation of your electrical system components.





# CAT FINANCIAL

Our financing experts are specialized by industry and backed by the strength of Caterpillar and the support of the Cat dealer network. We are committed to developing a tailored finance and extended protection solution to meet your specific needs.

Count on our experience to help you support even the most complex project. Our service commitment is fully matched by the responsiveness and technical expertise of your Cat dealer.



## PARTS THAT WORK AS HARD AS YOU DO

It pays to install genuine Cat parts, designed and manufactured to perform as a system and be rebuilt for a second life. Exact tolerances and rigid testing ensure lower O&O costs, reliable performance, and long life. A one-year warranty and ongoing dealer support gives you peace of mind.

### YOUR CAT DEALER OFFERS SOLUTIONS TO MEET YOUR SPECIFIC NEEDS:

#### Remanufactured Parts

- Same-as-new performance and reliability at fraction-of-new cost
- Same warranty as new parts
- Limits waste to an absolute minimum

#### Engine Upgrades

- Continue to run your operation more efficiently
- Meet changing emission standards

#### Cat Certified Engine Rebuild

- A second life for your engine at a fraction of the cost of a replacement
- Specifications meet all Caterpillar standards
- Highly skilled technicians use genuine Cat parts

## YOUR BEST ALLY IN THE BUSINESS

Our dealer network spans 1,600 locations across the globe so there's always one near you, and all our technicians are trained to diagnose, repair, and maintain your Cat power generation systems. We're built to help you succeed.

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**BUILT FOR IT.**



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LEDE7261-03

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Yancey Power Systems  
259 Lee Industrial Blvd.  
Austell, GA 30168-7406  
877.926-2398 tel  
770.941.7035 fax  
877.926.2398 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

## DESCRIPTION OF SERVICE LEVELS:

### Level 1:

- **Before Start-Up Checks (Visual)**
  - Check Anti-freeze and Coolant Level
  - Check Radiator (leaks, damage, blockage)
  - Check Fan Assembly (cracks, bent blades, grease bearings)
  - Check V Belts (proper tension, condition)
  - Check Water Hoses (condition, leaks)
  - Check Fuel System Day Tank (operation, lines, leaks)
  - Check Fuel Injection System (leaks, condition)
  - Check Fuel Priming Pump (operation, leaks, condition)
  - Check Air Cleaner Assembly (leaks, cracks, gaskets)
  - Check Inlet Manifold and Piping (leaks, condition)
  - Check Exhaust Manifold and Piping (leaks, condition)
  - Check Electrical DC Wiring (engine, condition, connections)
  - Service Batteries and Cables (water level, condition, connections)
  - Check Battery Charger (condition, operation, AC/DC)
  - Check Balancer (leaks, condition)
- **Operation Check:**
  - Check Battery Voltage Drop While Cranking (condition)
  - Check Engine Smoke (critical system indicator)
  - Check Safety Shutdowns and Pre-Alarms (condition, operation)
  - Check Fuel Transfer Pump (PSI, condition, leaks)
  - Check Oil Pump (PSI)
  - Check Lubrication System (leaks)
  - Check Entire Cooling System (leaks)
  - Check Temperature Regulators (operation)
  - Check Gauges and Indicators (operation, condition)
  - Check Governor (operation, stability, response, frequency)
  - Check Turbo Charger (operation)
  - Check After cooler (leaks)
  - Check Control Panel (condition, operation)
  - Check Electrical Power Generator (operation, voltage)
  - Check Engine Room Ventilation
  - Check Service (Hour) Meter (condition, operation)
  - Transfer Power to GenSet (operation-if permissible by Owner)
  - Perform Minor Adjustments As Necessary
- **At Operating Temperature:**
  - Re-Check Lubrication System (leaks)



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www.YanceyPower.com

- Re-Check Cooling System (leaks)
- Re-Check Air Induction System (leaks, condition)
- Re-Check Exhaust System (leaks)
- Re-Check Fuel System (leaks)
- Re-Check Governor (stability, response)
- Re-Check Voltage and Frequency
- Perform Minor Adjustments as Necessary

**Level 2:**

- **All Services Included in Level 1**
- **Maintenance**
  - Check Generator Alignment
  - Grease Generator Bearings (as required)
  - Change Oil Filters
  - Change Oil (Engine Lubricating)
  - Change Fuel Filters
  - Take Oil Sample and Send Evaluation Report

**Level 3:**

- **All Services Included In Level 2**
- **Maintenance:**
  - Drain and Refill Cooling System With Caterpillar Type Anti-freeze and Conditioners

**All fluids and fluid filters necessary to accomplish Level 2 and 3 are included in the quoted price.**

**Optional Work:**

- **Resistive Load Test (Load Bank Test)**
  - Caterpillar Recommends a Yearly Full Load Test to Determine the Reliability of the GenSet.
  - Quote provides for 100 ft. of Cable at Ground Level Access
- **Generator Cooling System Service**
  - Drain Coolant
  - Fill the Cooling System with Caterpillar Cooling System Cleaner/Flush Mixture.
  - Start and Operate the Engine for 1 ½ Hours Under 100% Load
  - Stop Engine and Drain Cleaning Solution
  - Refill Engine With Clean Tap Water and Run Engine for ½ Hour Under 100% Load
  - Repeat Previous Two Steps As Necessary Until Engine Is Clean
  - Refill Engine Cooling System With Caterpillar Type Anti-freeze and Conditioners
  - Start and Operate Engine with 100% Load for ½ Hour
  - Stop Engine and Top Off Coolant Level If Necessary





## Automatic Transfer Switch Maintenance/Inspection Form

### **SAFETY FIRST**

**USE APPROVED PROTECTIVE EQUIPMENT AT ALL TIMES!**

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_  
 Serial #: \_\_\_\_\_  
 Specification or Drawing #: \_\_\_\_\_  
 Controller model: \_\_\_\_\_ Controller Serial #: \_\_\_\_\_  
 Voltage: \_\_\_\_\_ Phase: \_\_\_\_\_ Frequency: \_\_\_\_\_

#### **1. Visual & Mechanical inspection**

#	FUNCTION	Observed	Specs			Reset
1	Inspect overall physical and mechanical condition					
2	Inspect anchorage, alignment, & grounding					
3	Clean interior of unit.					
4	Ensure all safety and transfer labels are attached and visible					
5	Verify the following lug/connection with infrared temperature gun.		L1	L2	L3	N
		Utility				
		Load				
		Emerg				
		Satisfactory		Unsatisfactory		
6	Inspect for moisture ingress					
7	Inspect all operating linkage for bending, binding, and that all bearing points operated freely.					

#### **2. ELECTRICAL TESTS**

#	FUNCTION	Observed		Specs	Reset	
1	Measure Neutral to ground resistance					
2	Measure contact resistance of the following. After measuring Utility to Load, transfer load then check Emergency to Load.		L1	L2	L3	N
		Utility to load				
		Emerg to Load				
		Satisfactory			Unsatisfactory	



## Automatic Transfer Switch Maintenance/Inspection Form

3. **CONTROLLER TESTS**, check all of the following settings in the controller.  
*Adjust to customer requirements if necessary.*

#	FUNCTION	Observed	Specs	Reset
1	Utility under-voltage set point			
2	Generator under-voltage set point			
3	Utility under-frequency set point			
4	Generator under-frequency set point			
5	Engine warm up delay			
6	Utility return delay			
7	Engine start delay			
8	Engine cool-down delay			
9	Neutral position delay timer (If applicable)			
10	Test setting (Transfer Load?)			
11	Elevator & Fire Pump settings (If applicable)			
12	Exerciser date/time setting			
13	Date & time setting			
14	Controller lights/LED/LCD function			
15	Controller Battery model & date			
16	Configuration: Volts, freq, phases			

### NOTES / RECOMMENDATIONS:

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**YANCEY**  
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## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** St. John's Crossing Subdivision Sewer Replacement to be awarded to Crawford Grading and Piping, Inc.

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☒ OTHER

**Submitted:** 02-04-2020 **Work Session:** 02-10-2020 **Council Meeting:** 02-10-2020

**DEPARTMENT:** Utility Water/Sewer

**BUDGET IMPACT:** The budget impact of this task order will be \$71,250.00. The proposed expenditures will come out of the Water & Sewer Account (505-0000-54-1400).

**PUBLIC HEARING?** ☐ Yes ☒ No

---

**PURPOSE:** For Mayor and Council to approve St. John's Crossing Subdivision Sewer Replacement to be awarded to Crawford Grading & Piping, Inc. in the amount of \$71,250.00

**HISTORY:** Integrated Science and Engineering recommended moving forward with a 10-inch sewer replacement based upon previously completed Wastewater Collection System Master Plan in 2008.

**FACTS AND ISSUES:** The repair of this collapsed section of the sanitary sewer pipeline near 1965 and 1975 Winding Crossing Trail will remedy this situation. The repairs will consist of pipe bursting of the sewer line, replacement of a manhole and replacing the line crossing the creek.

**RECOMMENDED ACTION:** Staff recommends approval at a cost of \$71,250.00.

A handwritten signature in blue ink, reading "Elizabeth Carr-Hurst".

*Elizabeth Carr-Hurst, Mayor*

A handwritten signature in black ink, reading "Dennis Stroud".

*Dennis Stroud, City Administrator*





(770) 927-0413 Office (770) 927-2533 Fax  
1505 Dunlap Road, Luthersville, GA 30251  
[www.crawfordgrading.com](http://www.crawfordgrading.com)

# Proposal

**Submitted To:** Steven Jackson  
**City of Fairburn Water & Sewer**  
[sjackson@fairburn.com](mailto:sjackson@fairburn.com)

**Date:** February 5, 2020

Job Name	Job Location	Plan Information
Winding Crossing Trail Sewer	Fairburn, Ga	N/A

## DEMO

Description	Quantity	Unit of Measure
REMOVE AND REPLACE 6' FENCE	55	LF
REMOVE AND REPLACE ROSE BUSHES	2	EA
REMOVE EXISTING MANHOLE	1	EA
REMOVE TREES AND DEBRIS	1	DUMP

# SEWER

Description	Quantity	Unit of Measure
10" HDPE DR 17	140	LF
FUSES	6	FUSES
PIPE BURSTING WENCH	1	LS
10" DIP CL-350	80	LF
SSMH (6VF) W/ RING AND COVER	1	EA
TIE INTO EXISTING MANHOLE AT STREET	1	EA
TIE INTO EXISTING MANHOLE AT CREEK	1	EA
6" SERVICE LINE FROM HOUSE	14	LF
10"X6" HDPE TEE	1	EA
6" FERNCO	1	EA
SILT FENCE TYPE A	200	LF
RIP RAP	18	TONS
BYPASS PUMPING (7 DAYS)	1	LS
TESTING	220	LF



## MISCELLANEOUS

Description	Quantity	Unit of Measure
BERMUDA SOD	8	PALLETS
CLEAN UP AND DEMOBILIZE	1	LS

**GRAND TOTAL: \$71,250.00**

### PROJECT NOTES:

- 1) ROCK EXCAVATION EXCLUDED.
- 2) NO SEWER PROTECTO LINING QUOTED FOR SEWER OR MANHOLES.
- 3) CRAWFORD GRADING TO UTILIZE EXISTING CONCRETE PIERS FOR AERIAL SEWER.
- 4) NO CASING FIGURED FOR CREEK CROSSING.

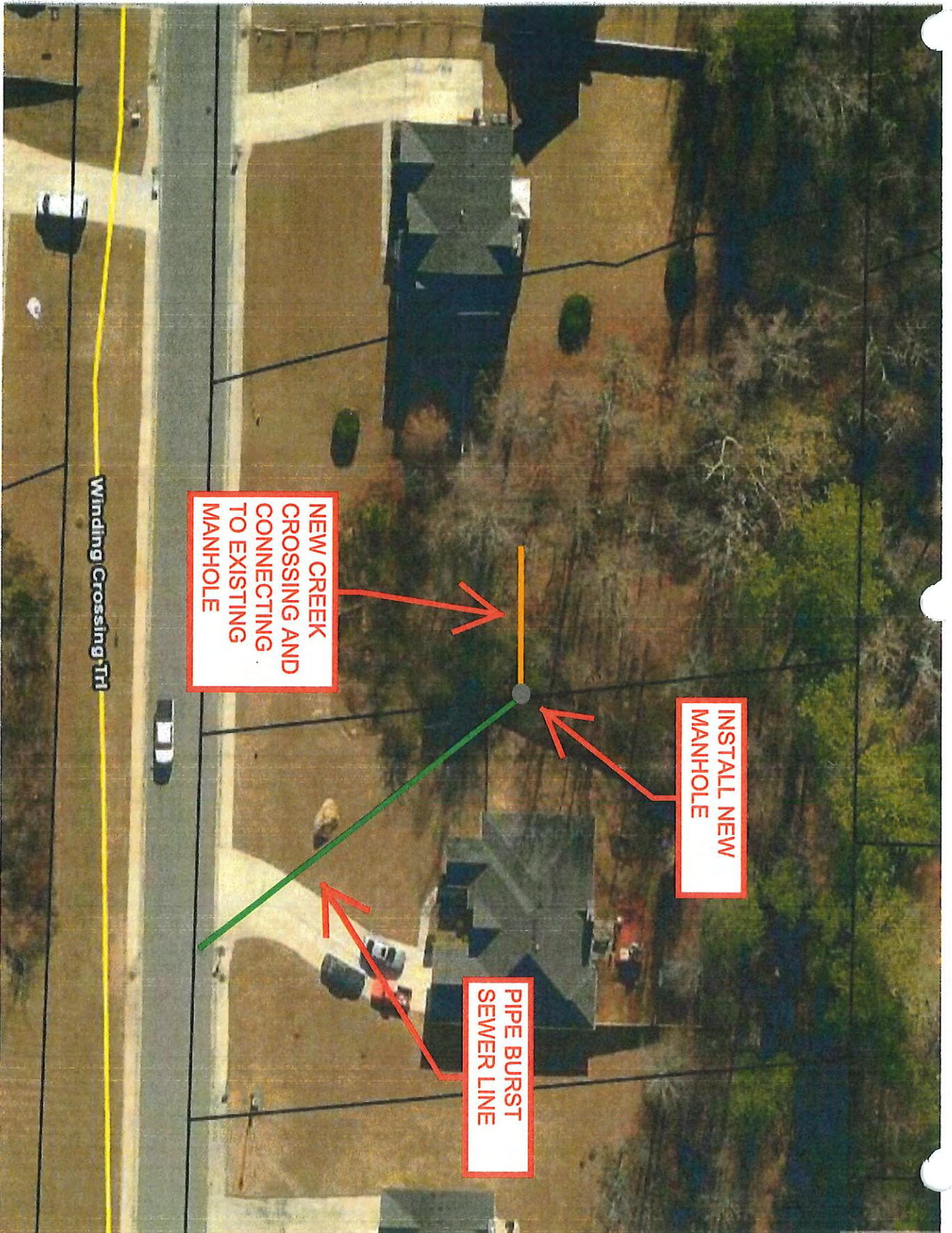
#### Notes:

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, testing, curb or sidewalk replacement unless noted above. Rock Excavation is \$60.00 per Cubic Yard. Minimum Rock Excavation Fee is \$2,500.00

This Proposal may be withdrawn if not accepted within 30 days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return: \_\_\_\_\_



NEW CREEK  
CROSSING AND  
CONNECTING  
TO EXISTING  
MANHOLE

INSTALL NEW  
MANHOLE

PIPE BURST  
SEWER LINE

Winding Crossing Trl





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: Task Order # 134 B with Integrated Science & Engineering for 2020-2021 NPDES Phase I Compliance Activities.**

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☒ OTHER

**Submitted: 02-04-2020 Work Session: 02-10-2020 Council Meeting: 02-10-2020**

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

**BUDGET IMPACT:** 505-0000-52-2270. The budget impact of this task order will be \$30,000.00 and the proposed expenditures will be deducted from the Water and Sewer Account.

**PUBLIC HEARING?** ☐ Yes ☒ No


---


**PURPOSE:** For Mayor and Council to approve Task Order # 134B with Integrated Science & Engineering, Inc. (ISE) for 2020-2021 NPDES Phase I Compliance Activities

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14<sup>th</sup>, 2017 for professional engineering and consulting services.

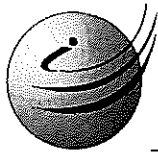
**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. The Task Order #134B for the 2020-2021 NPDES Phase I Compliance Activities has been submitted for review and approval.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order \$134B with ISE for 2020-2021 NPDES Phase I Compliance Activities not to exceed \$30,000.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator





**INTEGRATED**  
Science &  
Engineering

Atlanta / Savannah

## Task Order Form

1039 Sullivan Road, Suite 200, Newnan, GA 30265  
(p) 678.552.2106 (f) 678.552.2107

To: Steven Jackson, Utilities Director  
Company: City of Fairburn  
Address: 106 Howell Avenue  
Fairburn, Georgia

Date: February 3, 2020  
From: Jarred M. Jackson, P.E.  
Copy to: John Martin

Project: Water & Sewer Plan Reviews & Construction  
Inspections

TOF #: 134B

### BACKGROUND

The City of Fairburn (City) engaged Integrated Science & Engineering (ISE) in April 2019 to complete Water & Sewer plan reviews and construction inspections in an interim roll due to limited staffing at the City. This TOF is a continuation of the previously outlined scope in TOF 134, ISE job number 1009.1902, and as described below.

To begin this work, ISE will request standard plan review and construction inspection protocol from City staff (i.e. Plan Review Checklist, Field Inspection Reports, Water & Sewer Construction Ordinances, etc.). Based upon the provided information, ISE will complete Water & Sewer plan reviews, attend pre-construction meetings, and conduct Water & Sewer construction inspections. This Task Order Form (TOF) indicates the scope, schedule, and fee to perform the work described herein, and will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated August 14, 2017.

### SCOPE OF SERVICES

**Task 1 – Water & Sewer Plan Review/Construction Inspection.** Based upon the City provided protocol information, ISE will complete Water & Sewer plan reviews, attend pre-construction meetings, and conduct Water & Sewer construction inspections.

### SCHEDULE

**Task 1 – Water & Sewer Plan Review/Construction Inspection:** TBD

### FEE ESTIMATE

Task	Contract Amount	Billing Type
Task 1 – Water & Sewer Plan Review/Construction Inspections	\$30,000	Hourly
<b>Total</b>	<b>\$30,000</b>	

# Task Order Form

## AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated August 14, 2017. Additional work requested outside the Scope of Work above can be accomplished at hourly rates outlined in our MSA. If this adequately defines the scope of work desired and is acceptable, please execute in the space provided below and return a copy to ISE as our Agreement and Authorization to proceed. We look forward to working with you and your staff on this project.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jarred M. Jackson, P.E.

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

Title: Project Manager

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

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Storm Drain Pipeline Installed between Waterboy Road and Mary Erna Drive (Waterboy Project) by Crawford Grading & Piping, Inc.

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☒ OTHER

Submitted: 02-04-2020 Work Session: 02-10-2020 Council Meeting: 02-10-2020

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

**BUDGET IMPACT:** 505-0000-54-1200). The budget impact of this task order will be \$42,175.00 and the proposed expenditures will be deducted from the Water and Sewer Account.

**PUBLIC HEARING?** ☐ Yes ☒ No

---

**PURPOSE:** For Mayor and Council to approve a storm drain pipeline between Waterboy Road and Mary Erna Drive.

**HISTORY:** The neighborhood known as Southern Pines, has a storm ditch between Mary Erna Drive and Waterboy Road that has failed. This issue has been problematic, and residences are experiencing an abundance of rainwater and heavily saturated yards.

**FACTS AND ISSUES:** This area has a severe stormwater runoff between 550 Waterboy Road to 580 Waterboy Road that has caused flooding onto the citizens property. The storm structure will be redesigned and work will be contracted to Crawford Grading and Piping, Inc.

**RECOMMENDED ACTION:** Staff recommends approval of the Storm Drain Pipeline in the amount of \$ 42,175.00



Elizabeth Carr-Hurst, Mayor



Dennis Stroud, City Administrator





(770) 927-0413 Office (770) 927-2533 Fax  
1505 Dunlap Road, Luthersville, GA 30251  
[www.crawfordgrading.com](http://www.crawfordgrading.com)

# Proposal

**Submitted To:** Steven Jackson  
City of Fairburn  
[sjackson@fairburn.com](mailto:sjackson@fairburn.com)

**Date:** January 31, 2020

Job Name	Job Location	Plan Information
Waterboy Rd Storm Drain Improvements	Fairburn, Ga	N/A

## STORM DRAIN

Description	Quantity	Unit of Measure
MOBILIZATION	1	LS
REMOVE EXISTING HEADWALL	1	LS
DROP INLET W/ PEDESTAL TOP #1 (4VF)	1	EA
DROP INLET W/ PEDESTAL TOP #2 (4VF)	1	EA
DROP INLET W/ PEDESTAL TOP #3 (4VF)	1	EA
DROP INLET W/ PEDESTAL TOP #4 (4VF)	1	EA
DROP INLET W/ PEDESTAL TOP #5 (4VF)	1	EA
24" HDPE	240	LF
18" HDPE	220	LF
REMOVE EX. HW AND REPLACE W/ JB	1	EA
WOOD FENCE REMOVAL AND REPLACEMENT	260	LF
GRASSING	1	LS
TREE REMOVAL	1	LS
ACCESS TO SITE (CHAIN LINK R&R)	1	LS

**OPTION #1 TOTAL:** \$42,175.00

#### PROJECT NOTES:

- 1) CITY OF FAIRBURN TO WORK WITH HOME OWNER TO PROVIDE ACCESS / EASEMENT FOR STORM DRAIN PROJECT.
- 2) ANYTHING NOT LISTED ON ABOVE QUOTE EXCLUDED.
- 3) LANDSCAPING EXCLUDED.
- 4) GRASSING QUOTED AS SEED AND STRAW.
- 5) SCHEDULE: IF APPROVED FIRST WEEK IN FEBURARY, WE CAN ORDER MATERIAL THE FIRST WEEK IN FEB, START THE PROJECT FEB. 17TH AND COMPLETE THE PROJECT BY MARCH 6TH. ALL SCHEDULING DEPENDS ON ARRIVAL OF MATERIAL TO SITE.



PEDESTAL TOP INLETS

— HDPE PIPE



BERM TO DIVERT  
WATER INTO INLET

#### Notes:

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, testing, curb or sidewalk replacement unless noted above. Rock Excavation is \$60.00 per Cubic Yard. Minimum Rock Excavation Fee is \$2,500.00

This Proposal may be withdrawn if not accepted within 30 days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return: \_\_\_\_\_





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Approval of the Private Decentralized Wastewater Systems Ordinance

☐ AGREEMENT  
☒ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☐ OTHER

**Submitted:** 02-04-2020   **Work Session:** 02-10-2020   **Council Meeting:** 02-10-2020

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

**BUDGET IMPACT:** This ordinance has no financial impact on the City.

**PUBLIC HEARING?**   ☐ Yes   ☒ No

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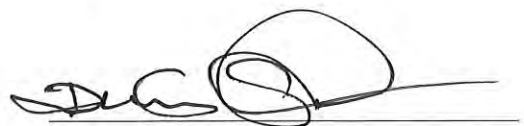
**PURPOSE:** For Mayor and Council to approve the Private Decentralized Wastewater Systems Ordinance.

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

**FACTS AND ISSUES:** Section Integrated-12 of the Water Resource Management Plan requires adoption and maintenance of a local ordinance. This ordinance regards the prohibition of private decentralized wastewater treatment systems or provision of technical specifications for these systems.

**RECOMMENDED ACTION:** Staff recommends approval of the Private Decentralized Wastewater Systems Ordinance.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



1       **ORDINANCE TO ENACT SECTION 59-142.1 OF THE CODE OF ORDINANCES OF**  
2       **THE CITY OF FAIRBURN, GEORGIA, TO ENSURE THAT PRIVATE**  
3       **DECENTRALIZED WASTE WATER SYSTEMS ARE CONSTRUCTED AND**  
4       **MAINTAINED IN ACCORDANCE WITH APPLICABLE FULTON COUNTY**  
5       **ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER**  
6       **PURPOSES**

7  
8       **Whereas,** ensuring that the construction and maintenance of private decentralized waste water  
9       systems are in accordance with applicable laws is in the best interests of the citizens and  
10      taxpayers of the City of Fairburn; and

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

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

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

17      **Section 1.**

18      A new Section 59-142.1 of the City of Fairburn Code of Ordinances is enacted to read and  
19      provide as follows:

20      Sec. 59-142.1. Private Decentralized Waste Water Systems.

21      The construction, reconstruction, maintenance and use of private decentralized waste water  
22      collection, maintenance and treatment systems and facilities is prohibited unless the construction,  
23      reconstruction, maintenance and use of such systems is performed in accordance of the  
24      requirements of applicable Fulton County laws, ordinances and policies, including any  
25      requirements on same enacted and adopted by the Fulton County Department of Health and  
26      Wellness.

**Section 2.**

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

**This 10th day of February, 2020.**

**City of Fairburn, Georgia**

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

**ATTEST:**

\_\_\_\_\_  
**Arika Birdsong-Miller, City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**William R. Turner, City Attorney**



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Approval of the New Conveyor Carwash Recycled Water Systems Ordinance

☐ AGREEMENT  
☒ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☐ OTHER

**Submitted:** 02-04-2020   **Work Session:** 02-10-2020   **Council Meeting:** 02-10-2020

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

**BUDGET IMPACT:** This ordinance has no financial impact on the City.

**PUBLIC HEARING?**   ☐ Yes     ☒ No


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**PURPOSE:** For Mayor and Council to approve the new Conveyor Car Wash Recycled Water Systems Ordinance.

**HISTORY:** The City of Fairburn is a Phase I NPDES permittee with the Georgia Environmental Protection Division and is 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)-12 of the Water Resource Management Plan requires adoption of a local ordinance. This ordinance requires all new conveyor car washes to install operational recycled water systems.

**RECOMMENDED ACTION:** Staff recommends approval of the New Conveyor Car Wash Recycled Water Systems Ordinance.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator



1 **ORDINANCE TO ENACT SECTION 59-84 OF THE CODE OF ORDINANCES OF THE**  
2 **CITY OF FAIRBURN, GEORGIA, TO REQUIRE THAT CONVEYOR CAR WASHES**  
3 **IMPLEMENT AND MAINTAIN A WATER RECYCLING SYSTEM; TO PROVIDE**  
4 **FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES**  
5

6 **Whereas**, the implementation of systems that conserve limited water resources is in the best  
7 interests of the citizens and taxpayers of the City of Fairburn; and

8 **Whereas**, the Metropolitan North Georgia Water Planning District has adopted a model  
9 ordinance for requiring that conveyor car washes implement and maintain a system of water  
10 recycling; and

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

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

15 **Section 1.**

16 A new Section 59-84 of the City of Fairburn Code of Ordinances is enacted to read and provide  
17 as follows:

18 Sec. 59-84. Water Recycling Requirement for Conveyor Car Washes.

19 (a) Purposes and Intent.

20 The purpose of this section is to reduce water consumption from commercial car wash facilities  
21 by requiring all new conveyor car washes to install operational recycled water systems.

22 (b) Applicability.

23 (1) This section applies to all new conveyor car washes permitted and constructed after  
24 January 1, 2011, regardless of the water source.

25 (2) The provisions of this section do not apply to conveyor commercial car washes that were  
26 permitted or constructed before January 1, 2011.

(3) The provisions of this section do not apply to self-service car washes or in-bay car washes.

(c) Definitions.

The following words and phrases, whenever used in this section, have the meaning defined in this section:

*In-bay automatic car wash* means a commercial car wash where the driver pulls into the bay and parks the car. The vehicle remains stationary while a machine moves back and forth over the vehicle to clean it, instead of the vehicle moving through the tunnel.

*Conveyor car wash* means a commercial car wash where the car moves on a conveyor belt during the wash. The driver of the vehicle can remain in the vehicle or wait outside of the vehicle.

*Recycled water system* means a water system that captures and reuses water previously used in wash or rinse cycles.

*Self-service car wash* means a commercial car wash where the customers wash their cars themselves with spray wands and brushes.

(d) Water Recycling Requirement.

All new commercial conveyor car washes, permitted and constructed after January 1, 201, must install and maintain operational recycled water systems. A minimum of 50% of the water used by the car wash shall be recycled.

**Section 2.**

This ordinance shall become effective on the date approved by the Mayor and City

1 Council. All ordinances or parts of ordinances in conflict with this ordinance are hereby  
2 repealed to the extent of the conflict.

3 **This 10th day of February, 2020.**

4 **City of Fairburn, Georgia**  
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8 **Elizabeth Carr-Hurst, Mayor**

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10 **ATTEST:**  
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14 **Arika Birdsong-Miller, City Clerk**

15  
16 **Approved as to Form:**  
17  
18

19  
20 **William R. Turner, City Attorney**  
21





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: Toilet Rebate Program**

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☒ OTHER

**Submitted: 02-04-2020   Work Session: 02-10-2020   Council Meeting: 02-10-2020**

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

**BUDGET IMPACT:** 505-0000-52-2120

**PUBLIC HEARING?** ☐ Yes      ☒ No

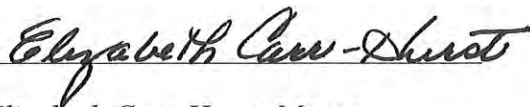
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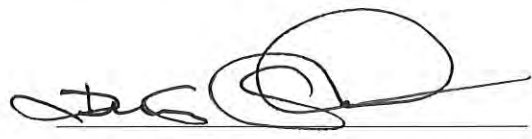
**PURPOSE:** For Mayor and Council to approve a Memorandum of Agreement with the Metropolitan North Georgia Water Planning District (MNGWPD) to continue participation in the district wide Toilet Retrofit Program in an amount not to exceed \$2500.00

**HISTORY:** This is an ongoing program designed to help residential customers replace inefficient toilets with low water use toilets to help conserve water.

**FACTS AND ISSUES:** Fairburn has participated in this program since 2018. The Multi Family Rebate Program is a new requirement imposed by the MNGWPD.

**RECOMMENDED ACTION:** Staff recommends approval of this agreement.

  
Elizabeth Carr-Hurst, Mayor

  
Dennis Stroud, City Administrator

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATION IN THE DISTRICT-WIDE TOILET RETROFIT PROGRAM**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_,  
by and between, \_\_\_\_\_ (hereinafter referred to as the "Utility") and the Metropolitan  
North Georgia Water Planning District (hereinafter referred to as the "District").

**WITNESSETH:**

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area; and

WHEREAS, the District will coordinate and manage a District-wide Toilet Retrofit Program ("the Program") for single family residential customers by providing administrative services as stated in Duties of the District and

WHEREAS, the Utility desires to participate in the District-wide Program.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**1. Duties of the Utilities**

- a. Follows the administrative procedures developed by the District for the management of the program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the processing fee for each toilet approved for rebate.
- f. Promotes the program through link on Utility websites, bill inserts, mailers, and/or other forms of communication.
- g. Verification of toilet installation is optional but would be the responsibility of the Utility.

**2. Duties of the District**

- a. Provides administrative services to process the rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based on date of home construction, receipt of original toilet purchase receipt, copy of recent water bill in name of applicant and confirmation of eligible toilet model.
- f. Notifies the Utility of rebate amount to credit customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis.
- i. Invoices the Utility for the \$10.00 administrative fee for each toilet approved for rebate.
- j. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.
- k. Provides periodic invoices to each participating Utility for administrative fees.

### 3. Costs Paid by the Utility

The Utility hereby agrees to provide funding of \$\_\_\_\_\_ for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees. The Utility further agrees that the District will only process rebates for toilets that have received the EPA WaterSense label. Each ultra-high-efficiency toilet (UHET) using 1.1 gpf or less will have a maximum rebate face value of \$100.00 per toilet. Each high-efficiency toilet (HET) using 1.28 gpf will have a maximum rebate face value of \$50.00 per toilet. Additionally, the Utility agrees that an administrative charge of \$10.00 for each toilet approved for rebate will be charged. A customer can only receive two toilet rebates per property.

### 4. Payment Method

Utility will pay the \$10.00 administrative fee for each toilet approved for rebate to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their program participation by amending this Agreement.

### 5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until funds depleted. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior



This Agreement shall become effective as of the date first written above and shall continue in full force and effect until \_\_\_\_\_. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative charges associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

UTILITY

By: \_\_\_\_\_,  
Title: \_\_\_\_\_.

DISTRICT

By: \_\_\_\_\_,  
Title: Chairperson

**MEMORANDUM OF AGREEMENT  
PARTICIPATION IN THE DISTRICT'S MULTI-FAMILY TOILET REBATE  
PROGRAM**

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District").

WITNESSETH:

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area,

WHEREAS, the District will coordinate and manage a District-wide Multi-Family Toilet Rebate Program ("the Program") for certain multi-family residential customers by providing administrative services as stated in Duties of the District, and

WHEREAS, the Utility desires to participate in the District-wide Program, and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the Program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the administrative charge for each application approved for rebate.
- f. Promotes the Program through a link on the Utility's website, bill inserts, mailers, and/or other forms of communication.
- g. On site verification of toilet installation is optional, but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process pre-approvals, rebate applications, and post-installation verification, which includes a virtual inspection of select toilets at each customer location when technically feasible.

- b. Maintains a website, pre-approval and application forms, and reporting database for utilities.
- c. Maintains a telephone number and email address for customer questions about the Program and processing applications.
- d. Makes available applications to multi-family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. To be eligible, applicants must at a minimum (i) own or represent the owners of a multi-family residential building (no institutional or commercial buildings) on a master meter and built prior to 1994, (ii) plan to install a tank-type toilet (not flush-valve toilets), (iii) be current on their water bill, (iv) be applying to replace at least 30 toilets but not more than \_\_\_\_\_, and (v) obtain preapproval, install the new toilets, and schedule post-installation verification within a 90-day period.
- f. Inspect and approve new toilets in a post-installation virtual inspection with customer.
- g. Notifies the Utility of rebate amount to credit customer.
- h. Sends a confirmation/rejection letter to each customer.
- i. Provides management reports for Utilities to access on a regular basis.
- j. Invoices the Utility for the per-application administrative charges.
- k. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.

### 3. Costs Paid by Utility

The Utility hereby agrees to provide funding of \$\_\_\_\_\_ for this Program for the term of the Agreement unless the Agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total amount allocated by the Utility for rebate and administrative charges for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administrative charges. The Utility further agrees that the District will only process rebates for WaterSense high-efficiency toilets (HET) or ultra-high efficiency toilets (UHET). Each rebate will have a maximum face value of \$50 for HETs and \$75 for UHETs. Additionally, the Utility agrees that an administrative charge of \$400 for rebate applications covering 30 to 90 toilets and \$675 for rebate applications covering 91 or more toilets.

### 4. Payment Method

Utility will pay administrative charges to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their Program participation by amending this Agreement.

### 5. Term



to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative costs associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

UTILITY

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

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

METROPOLITAN NORTH GEORGIA WATER PLANNING DISTRICT

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

Title: Chairperson