



City of Fairburn
56 Malone Street
Fairburn, GA 30213
September 9th, 2019 @ 6:00 PM

WORKSHOP AGENDA

- | | | |
|------|--|--|
| I. | Meeting Called to Order: | The Honorable Elizabeth Carr-Hurst, Mayor |
| II. | Roll Call | Shana T. Moss, Interim City Clerk |
| III. | Presentations: | None |
| IV. | Public Hearing | FY 2019-2020 Budget
Ms. Angela Jackson
Mr. Rodrique Taylor |
| V. | Discussions: | Councilmembers |
| VI. | Review of Agenda Items for Council Session | Councilmembers |
| VII. | Adjournment | Councilmembers |



City Hall
56 Malone Street
Fairburn, GA 30213
September 9th, 2019 @ 7:00 PM

Regular Agenda

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem Linda J. Davis
The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Shana T. Moss
Interim City Clerk

III. Invocation:

Mr. Dalton Colburn
Landmark Christian Academy
Class of 2020

IV. Pledge of Allegiance:

In Unison

V. Presentation:

1. Zoning Rewrite Update

Ms. Mary Darby
The Collaborative Firm

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: Councilmembers
(August 26th, 2019 Regular Meeting and Executive Session Minutes)

X. Public Hearing: None

XI. Agenda Items:

1. **Parks and Recreation** Ms. Chapin Payne

To provide Mayor and Council with an update on the Fairburn Festival.

2. **Parks and Recreation** Ms. Chapin Payne

For Mayor and Council to review and approve the facility use agreement for South Fulton Little League Fall 2019 season.

3. **Parks and Recreation** Ms. Chapin Payne

For Mayor and Council to review and approve the facility usage agreement for Kickball for Girls Fall 2019 season.

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.



City of Fairburn
Mayor and Council Meeting Minutes
August 26, 2019 @ 7:00 PM

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Elizabeth Carr-Hurst.
- II. Roll Call was taken by Interim City Clerk, Shana T. Moss with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Alex Heath
The Honorable Hattie Portis-Jones

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood

Members Absent were:

Mayor Pro-Tem Linda J. Davis The Honorable James Whitmore
Mayor Pro-Tem Davis and Councilman Whitmore were attending GMA Training.

The attendance of councilmembers constituted a quorum and the meeting continued.

- III. The invocation was rendered by Apostle LaReese Howell of New Horizons in Faith Church, here in Fairburn.
- IV. The Pledge of Allegiance was recited in unison.
- V. There were no presentations.
- VI. Public Comments:
 1. Mr. Kevin Talbert stated sidewalks and lighting are needed on John Rivers and Herndon Roads to the high school. He said it is extremely dark and impossible to see.
 2. Ms. Jane Storey thanked Mayor and Council for supporting the Lester Brown Cemetery. Also, she questioned the naming of the library. She stated since the renovation, the library's name had changed from Fairburn Hobgood-Palmer Library to the Fairburn Library. Lastly, she wanted to know where were the pictures of the former mayor's that once hung in City Hall.
 3. Ms. Nell Smith stated the sentiments of Ms. Storey regarding the pictures of the former mayors.
- VII. Adoption of the Council Agenda: All items were on the consent agenda.
- VIII. Adoption of Consent Agenda Items: The motion to approve consent agenda items was made by Councilman Heath and the second was provided by Councilman Smallwood.

The consent agenda items were:

 1. Engineering Mr. Lester Thompson

For Mayor and Council to approve Task Order #1 with Moreland Altobelli for Construction Engineering and Inspection Services on the Roadway Improvements on Various City Roads Projects. This task order will not exceed \$ 23,000 and will come out of the TSPLOST account.

2. Engineering Mr. Lester Thompson
For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the City of Atlanta on the Downtown LCI Streetscape Project. The City of Atlanta has existing water facilities that present a utility conflict with the proposed improvements associated with the Downtown LCI Streetscape Project. In order to accommodate the Project and to expedite the relocation of the existing facilities, the City of Fairburn and the City of Atlanta desire to enter in an Intergovernmental Agreement. Atlanta will pay for the design and construction costs associated with the relocation of their water facilities. The City of Fairburn will competitively procure a Contractor for constructing the Project.

3. City Attorney Mr. Randy Turner
For Mayor and Council to approve the Intergovernmental Agreement between Fulton County, Georgia and the City of Fairburn for Wastewater Services. *This item was removed from the agenda and will be presented at a future meeting. The motion to remove this item from the agenda was made by Councilman Smallwood and the second was provided by Councilwoman Portis-Jones.*
Vote: 4-0 Motion Carried.

4. City Attorney Mr. Randy Turner
For Mayor and Council to amend the Intergovernmental Agreement with the Fulton County School District that was approved by the Mayor and Council on May 13, 2019 as to extend the due diligence period for thirty (30) days from August 26, 2019 to September 2019.

- IX. Adoption of City Council Minutes: Minutes from the July 22th, 2019 and August 12th, 2019 meeting were presented and adopted. The motion to approve the July 22nd minutes was made by Councilwoman Portis-Jones with the second provided by Councilman Heath: Vote:4-0 Motion Carried
The motion to approve the August 12th minutes was made by Councilman Smallwood with the second provided by Councilman Heath. Vote: 4-0: Motion Carried.

- X. Public Hearing: There was none.

- XI. Agenda Items: All items were consent agenda items. Agenda item #3 was removed from the agenda by vote and will be presented at a future meeting.

- XII. Council Comments: Councilmembers
Councilwoman Portis-Jones had no comment.
Councilman Pallend had no comment.
Councilman Smallwood thanked everyone for coming out. It was good to see everyone, and he loves his city.
Mayor Carr-Hurst had no comment.

- XIII. Executive Session: at 7:14 pm a motion to exit the regular session and enter executive session for litigation was made by Councilman Heath with the second provided by Councilman Smallwood.
Vote: 4-0: Motion Carried.

- XIV. Adjournment: Motion to re-enter the open regular meeting at 7:27 pm was made by Councilman Heath with the second being provided by Councilman Pallend. Motion to adjourn at 7:28 pm with no further business of the city was made by Councilman Heath with the second provided by Councilman Smallwood.

Shana T. Moss, Interim City Clerk

Elizabeth Carr-Hurst, Mayor

DRAFT



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: FALL FESTIVAL

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

Submitted: 08-30-2019 Work Session: 09-09-2019 Council Meeting: 09-09-2019

DEPARTMENT: Parks and Recreation

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: The Fairburn Festival will be held on October 5, 2019.

HISTORY: The Fairburn Festival is an annual event that provides cross-generational entertainment & educational activities for visitors and citizens of Fairburn. The festival offers some of the finest handmade arts & crafts in the south.

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: Informational update only.


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Usage Agreement – South Fulton Little League

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

Submitted: 08-29-2019 **Work Session:** 09-09-2019 **Council Meeting:** 09-09-2019

DEPARTMENT: Recreation

BUDGET IMPACT: none

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and approve the facility use agreement for South Fulton Little League Fall 2019 season

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

FACTS AND ISSUES:

RECOMMENDED ACTION: For Council to approve the contract for South Fulton Little League to utilize Duncan Park's baseball fields for the fall 2019 season.


Elizabeth Carr-Hurst, Mayor

DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT

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

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

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

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

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

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

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

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

Concession/Restroom Building #B206103 – ONLY on Gameday

This Agreement is to become effective on September 9, 2019 and shall terminate on December 15, 2019

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

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

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

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

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

9. In the City's discretion, failure to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended, or this Lease may be immediately terminated.
10. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

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

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

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

This Agreement entered into this _____ day of _____, 2019.

CITY OF FAIRBURN

SOUTH FULTON LITTLE LEAGUE ASSOCIATION

By: _____
Elizabeth Carr-Hurst, Mayor

By: _____
South Fulton Little League Representative (Print Name)

Attest: _____
Shana T. Moss, Interim City Clerk

Signature

Attest: _____
William R. (Randy) Turner

Mailing Address:



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Usage Agreement – Kickball for Girls

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

Submitted: 08-29-2019 **Work Session:** 09-09-2019 **Council Meeting:** 09-09-2019

DEPARTMENT: Recreation

BUDGET IMPACT: none

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and approve the facility usage agreement for Kickball for Girls Fall 2019 season

HISTORY: Kickball for Girls provides an organized kickball league for youth girls. Through kickball, Kickball for Girls offers a fun, but competitive kickball atmosphere that promotes healthy exercise habits. Kickball for Girls as Southside Kickers have utilized Duncan Park's baseball fields in the past to implement their kickball league.

FACTS AND ISSUES:

RECOMMENDED ACTION: For Council to approve the contract for Kickball for Girls to utilize Duncan Park's baseball fields for the fall 2019 season


Elizabeth Carr-Hurst, Mayor

DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT

THIS AGREEMENT is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the "City") and the Kickball for Girls (hereinafter referred to as "Lessee") to make use of the City's recreational fields and facilities at Duncan Park.

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

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

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

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

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

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

- **Tuesday's & Thursday's:** 6:00 pm – 7:30 pm / Fields 1,2, 4
- **Saturday's:** 9:00 am – 1:00 pm / Fields 4, 2, 3

Concession/Restroom Building #B206103 – ONLY on Gameday

This Agreement is to become effective on September 9, 2019 and shall terminate on December 15, 2019

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

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

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

restore them to their original condition. An accurate inventory sheet must be returned before the deposit is returned.

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

9. In the City's discretion, failure to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended, or this Lease may be immediately terminated.
10. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

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

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

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

This Agreement entered into this _____ day of _____, 2019.

CITY OF FAIRBURN

Kickball for Girls

By: _____
Elizabeth Carr-Hurst, Mayor

By: _____
Kickball for Girls Representative (Print Name)

Attest: _____
Shana T. Moss, Interim City Clerk

Signature

Attest: _____
William R. (Randy) Turner

Mailing Address:

