



City of Fairburn
56 Malone Street
Fairburn, GA 30213
April 22, 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: | |
| | 1. Ms. Tarika Peeks | City of Fairburn |
| | A. Zoning Audit | |
| | B. Creative Placemaking Plan | |
| IV. | Discussions: | Councilmembers |
| V. | Review of Agenda Items for Council Session | Councilmembers |
| VI. | Adjournment | Councilmembers |



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City Council Work Session ♦ April 22, 2019

Department: Community Development, Planning and Zoning Office

Presentation by the Collaborative Firm - Mary Darby, Director of Planning

On February 11, 2019, the City Council approved a task order for the Collaborative Firm to provide services related to the update/rewrite of the city's existing zoning ordinance and official zoning map. Since the approval of the task order, the Collaborative Firm has held two Zoning Ordinance Rewrite Steering Committee meetings: Wednesday, March 13, 2019 and Tuesday, April 9, 2019.

The first meeting [March 13th] was focused on: reviewing the project schedule, explaining basic zoning principles, reviewing the city's current zoning ordinance, zoning map and future land use map and started the discussion on zoning audit recommendations. The second meeting [April 9th] was focused on reviewing and discussing ordinance recommendations for the residential zoning districts [AG-1, R-1, R-2, R-3, R-4, R-CT, DP-6, RM-4, RM-8 and RM-36].

Mary Darby will provide a brief summary of the zoning ordinance rewrite recommendations for the residential zoning districts and the next steps in the process.



City of Fairburn 2019 Zoning Ordinance Rewrite

UPDATED Project Schedule *as of April 10, 2019*

<u>Action Item</u>	<u>Date of Action</u>
Council Appoints Steering Committee	February 11, 2019
Informational Mtg with Fairburn's Staff	February 20, 2019
Mail-Out Steering Committee Packets	February 28, 2019
1 st Steering Committee Meeting	March 13, 2019
Transmit Meeting Summary to Steering Committee Members	March 20, 2019
Meeting with Fairburn Staff	April 5, 2019
2 nd Steering Committee Meeting	April 9, 2019
Transmit Meeting Summary to Steering Committee Members	April 19, 2019
Work Session Presentation – Part 1 of Update	April 22, 2019
Meeting with Fairburn Staff	May 3, 2019
3 rd Steering Committee Mtg	May 9, 2019
Transmit Meeting Summary to Steering Committee Members	May 16, 2019
Meeting with Fairburn Staff	May 23, 2019
4 th Steering Committee Mtg	May 30, 2019
Submit 90% Draft to City Staff for review & comment	June 3, 2019
Work Session Presentation – Part 2 of Update	June 10, 2019
Hold Open House Session on Draft Zoning Ordinance from 4-8 p.m.	July 11, 2019
Transmit Summary of Concerns from Open House Session	July 19, 2019
Work Session w/ Mayor & Council to review document – Part 3 of Update	September 9, 2019
Submit Draft to City for Website	September 23, 2019
Planning Commission Meeting	October 1, 2019
Mayor & Council – First Reading	October 14, 2019
Mayor & Council – Adoption	October 28, 2019



City Council Work Session ♦ April 22, 2019

Department: Community Development, Planning and Zoning Office - Tarika Peek

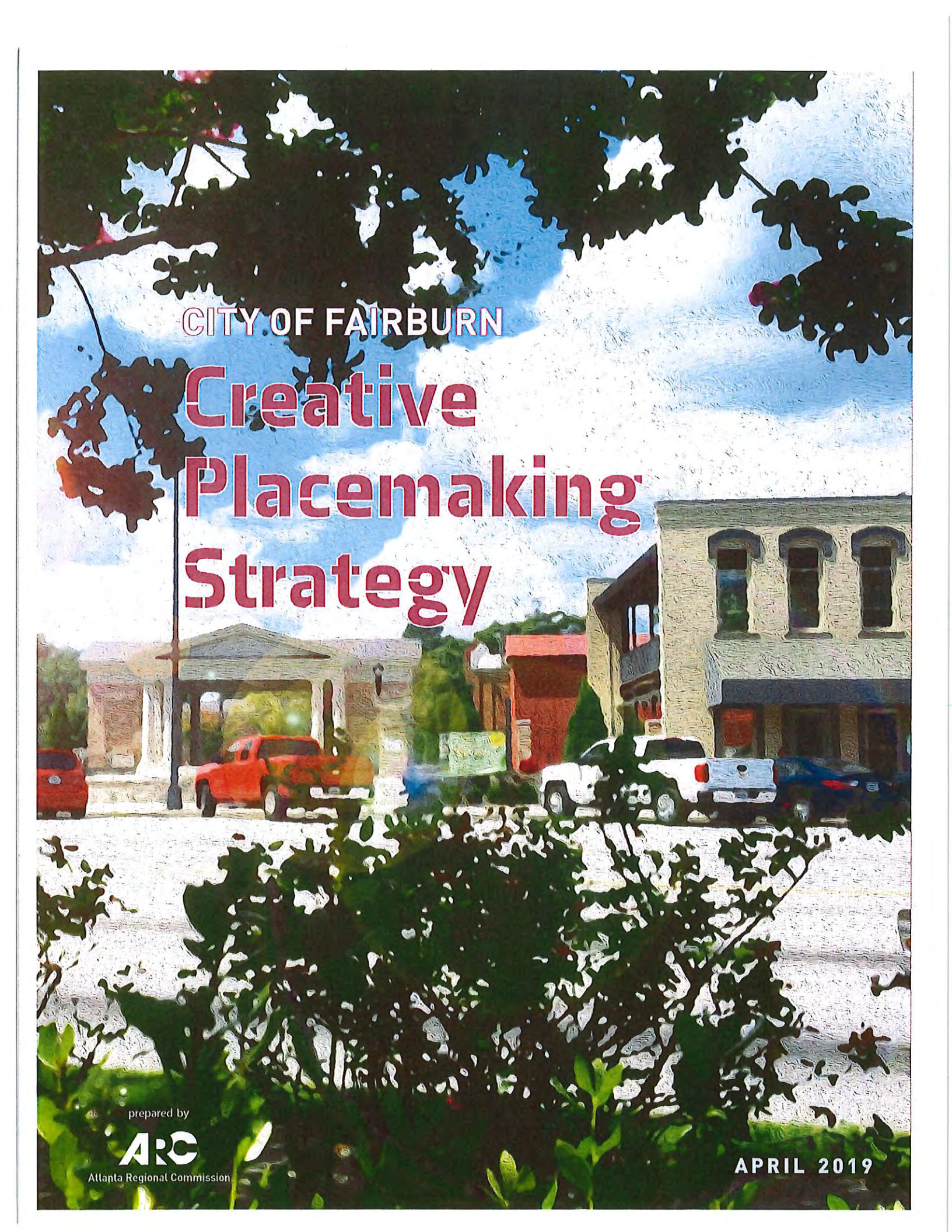
Presentation by the Atlanta Regional Commission Staff

The Atlanta Regional Commission (ARC) announced on June 4, 2018 that it would provide critical planning support to thirteen communities in metro Atlanta that aim to improve quality of life for local residents. The projects were selected through ARC's new Community Development Assistance Program (CDAP), which solicited proposals from cities, counties and non-profit organizations across the Atlanta region.

ARC selected Fairburn's proposal for technical assistance with developing a Creative Placemaking Plan. The Fairburn Creative Placemaking Plan will help facilitate the integration of public art into the built environment of the City. The vision is to establish Fairburn as a city with engaging public spaces, where citizens and visitors alike will encounter works of public art that will surprise and delight them.

After 3 Steering Committee meetings, 4 public engagement events, 2 city staff focus group meetings and 10 months of work, the Fairburn Creative Placemaking Strategy is complete!

The Atlanta Regional Commission staff will present a brief overview of the Fairburn Creative Placemaking Strategy.



CITY OF FAIRBURN

Creative Placemaking Strategy

prepared by



Atlanta Regional Commission

APRIL 2019

Acknowledgements

Special thanks to:

Mayor Elizabeth Carr-Hurst
Mayor Pro-Tem Linda J. Davis
Alex Heath, City Council
Pat Pallend, City Council
Hattie Portis-Jones, City Council
Ulysses Smallwood, City Council
James Whitmore, City Council

Steering Committee:

Teleshcia Bryant
Dave Dorrell
Lewie Dunn
Jean Patrick Guichard
Juan Ramirez
Janet Reed
Rochelle Washington
Karen Wood

Special thanks to:

Armando's
Oz Pizza
Southside Theatre Guild

City of Fairburn Staff:

Tarika Peek
Kimberly Mitchell
Keisha Francis

ARC Staff:

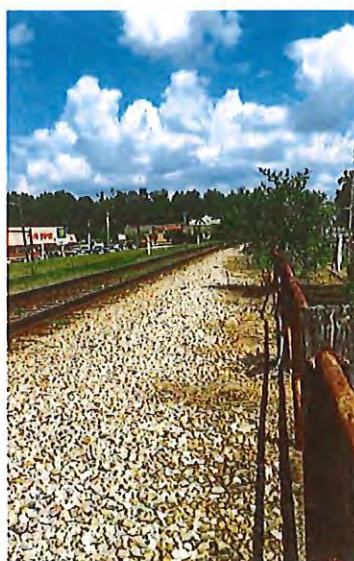
Jonathan Tuley, Project Manager
Josh Phillipson, Principal, Arts, Culture, and Creative Placemaking
Aileen Daney, Senior Planner
Elizabeth Sandlin, Planner

Funding Acknowledgement

The Atlanta Regional Commission is the regional planning and intergovernmental coordination agency for the 10-county Atlanta region. Since 1947, ARC and its predecessor agencies have helped focus the region's leadership, attention and resources on critical issues. The Community Development Assistance Program (CDAP) helps cities, counties and non-profit organizations find solutions to land use and transportation planning issues. The CDAP program dedicates resources on an annual basis and works in partnership with external agencies looking to tackle similar issues. This study was prepared with funds provided by the Atlanta Regional Commission and the City of Fairburn.

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CHAPTER 1

Introduction



Creative Placemaking Strategy

BACKGROUND & PURPOSE

In 2018, the City of Fairburn worked with the Atlanta Regional Commission to craft a Creative Placemaking Strategy. This strategy acts as a unified plan for creative placemaking initiatives in Fairburn, and includes a review of communities in the metro region with similar plans as well as an outline of priority projects based on community feedback. Throughout the process, a Steering Committee provided direction and feedback, and a range of public engagement opportunities allowed for comments from the community. Home to a variety of arts and culture organizations and events, such as the Southside Theatre Guild, Georgia Renaissance Festival, Fairburn Fall Festival, South Fulton Studios, and Georgia Military College and Brenau University campuses, Fairburn is well-positioned to embrace its standing as an arts community.

In 2015, the City of Fairburn updated its Comprehensive Plan. Several of the goals outlined in the plan necessitated a Creative Placemaking Strategy. The vision stated in the Comprehensive Plan is for Fairburn to be an economically thriving community and a desired destination for residents and visitors of all ages by:

- Having a diverse and growing population
- Having a residential base that support the community's needs for housing for all stages in life
- Attracting, retaining, and growing both small and large businesses that offer good jobs
- Having an attractive and vibrant downtown
- Offering recreational opportunities that fit the community's needs

In particular, the City hopes to revitalize downtown Fairburn and attract people and businesses to the area. Implementing creative placemaking strategies by investing in arts and culture will help to address this overarching goal of ensuring economic vitality and creating a vibrant downtown.



PROCESS

Phase	Task	2018						2019			
		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Project Initiation	MOA signed between applicant and ARC										
	Develop public outreach strategy										
	Form steering committee										
	Project kick-off meeting with staff										
Existing Conditions and Best Practices Analysis	Field work										
	Steering committee #1										
	Department heads meeting										
	Existing conditions research										
	Public engagement at Fairburn Fall Festival										
	Steering committee #2										
Visioning and Preliminary	Public engagement at Southside Theatre Guild										
	Public engagement at Lightning meeting										
	Steering committee #3										
	Recommendations development										
Plan Preparation	Draft Plan										
	Department heads meeting										
	Public engagement at Oz Pizza										
	Distribution and review of draft plan with staff										
	Plan revisions										
Plan Adoption	Public hearing										
	Final plan										
	Plan adoption										

Steering committee
Public engagement
Staff collaboration
Plan development

A photograph of a stone wall with a circular opening. Inside the opening is a geometric design composed of several blue and red shapes. The design includes a large blue shape at the top, a red triangle on the left, and several other blue shapes that together form a stylized, abstract figure. The stone wall is made of rough, textured blocks.

CHAPTER 2

Making the Case for Creative Placemaking

WHAT IS CREATIVE PLACEMAKING?

"Creative placemaking is when artists, arts organizations, and community development practitioners deliberately integrate arts and culture into community revitalization work – placing arts at the table with land use, transportation, economic development, education, housing, infrastructure, and public safety strategies."

- National Endowment for the Arts

Creative placemaking aims to activate underutilized public and private spaces, enhance the visual appeal of existing structures and streetscapes, improve local economies, and bring communities together. Traditional public art, such as murals or sculptures, is included in creative placemaking, but the term covers much more. The process of identifying community assets and using those to create vibrant, welcoming spaces for everyone to enjoy is key.



WHY ARTS & CULTURE?

COMMUNITY BENEFITS

- Creates or enhances community identity, particularly when the community is involved throughout the process.
- Establishes a sense of place in areas that are part of the community's every day experiences.
- Improves public safety due to increased use of public spaces such as streets and plazas.
- Improves environmental quality, housing choices, and transportation options.
- Increases collaboration between a variety of stakeholders, including local governments, nonprofit organizations, and businesses.
- Acts as a platform for discussing the history of a community, which is sometimes a contentious topic but is vital for understanding community character and engaging the public.



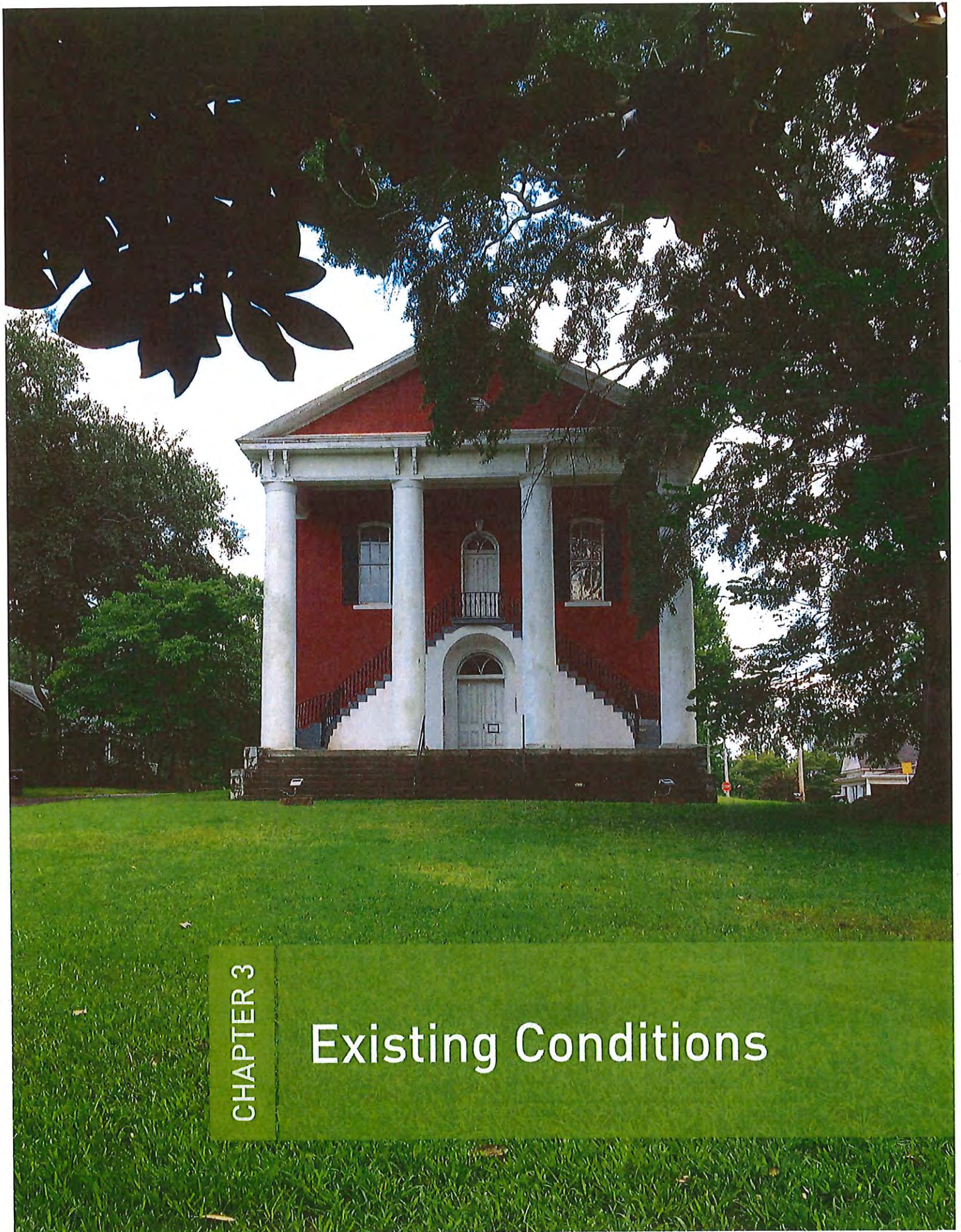
ECONOMIC BENEFITS

- Attracts visitors and encourages residents to become patrons of local artists and venues.
- Ensures that money is spent in the local economy.
- Creates jobs in construction, retail, and arts and cultural production.
- Involves reusing vacant spaces, which generates revenue from property and sales taxes while also improving the visual appearance of a space.
- Attracts new residents and businesses who want to move to vibrant areas where there is an existing concentration of creativity.



"Projects should both attract visitors and serve the local community. We need the economic development side of public art. But as a resident I want to enjoy it too. I want to see beauty too. I want to show off my city."

- Fairburn resident



CHAPTER 3

Existing Conditions

HISTORY OF FAIRBURN



By the 1870s, Fairburn had become home to a number of stores, hotels, a printing press and weekly local newspaper, multiple factories, a private school, and multiple churches.



305 people lived in Fairburn when the population was counted for the first time in 1870.



The City of Fairburn was founded in 1833 along the railroad south of Atlanta. The first town boundary was set as a 600-yard radius from the railroad depot.



Fairburn was chosen as the county seat for Campbell County. The Campbell County Courthouse [seen on the cover of Chapter 3] is one of the City's two nationally registered historic sites.



By 1884 the population had reached 700, which is often attributed to the quality of schools in Fairburn.



In 1911, the Fairburn Railway and Electric Company began passenger service from Fairburn to the existing streetcar in College Park.



After a decline in population due to the Great Depression and a struggling local agriculture economy, the population once again began to grow in 1940. This growth continued throughout the 20th century.



In the 1920s and 1930s, Fairburn lost much of the industry that had come to the area in the 19th century. The train to College Park stopped running, and Fairburn lost the designation of county seat when Campbell County was merged with Fulton County.

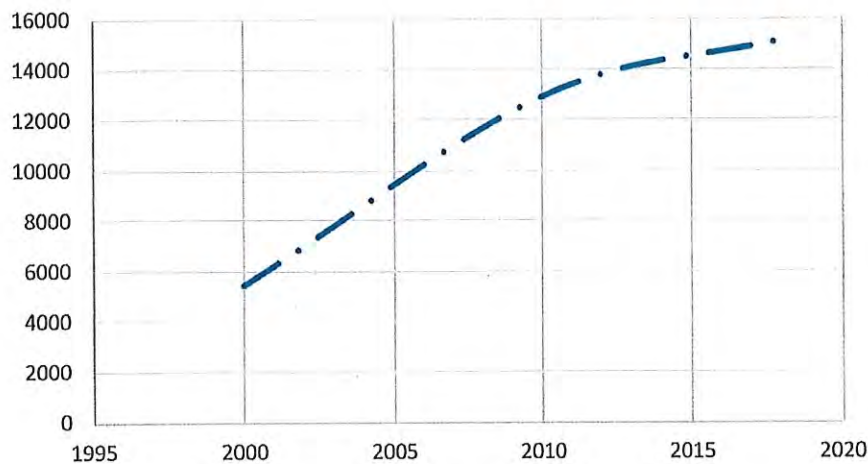


The buildings that form the historic downtown seen today were constructed in the early 20th century. This is the City's second nationally registered historic site.

DEMOGRAPHIC & ECONOMIC PROFILE

The demographic and economic summary of Fairburn provides key information for the community while also informing recommendations outlined in Chapter 6 in order to address the needs of the current population. The following pages highlight in particular the rapid change in population size and race distribution over the past two decades.

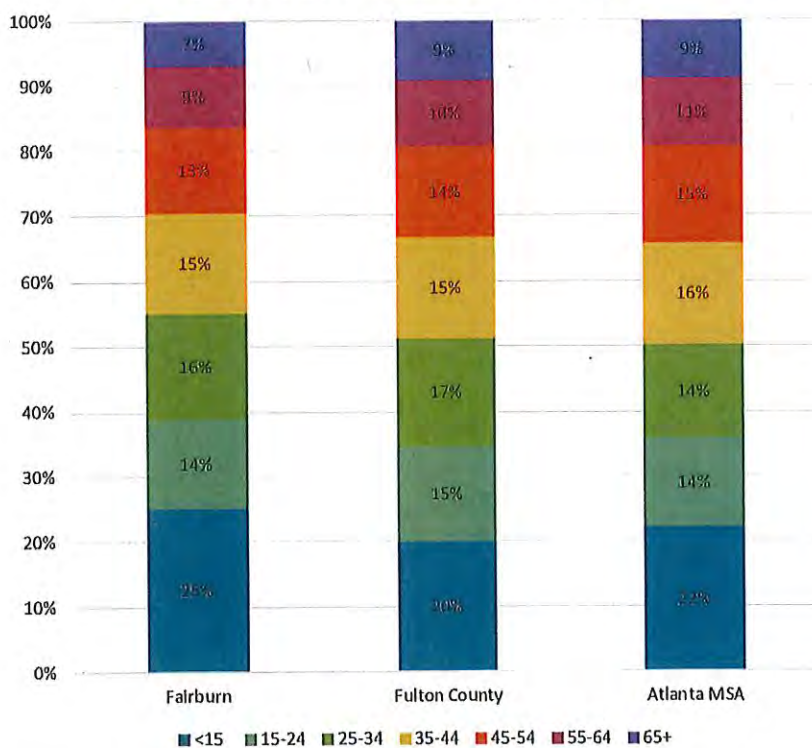
POPULATION GROWTH



Between 2000 and 2018, the population of Fairburn nearly tripled, growing from 5,464 to 15,184. This growth has slowed in more recent years; the most significant growth was seen between 2000 and 2010.

Source: US Census (2010), American Communities Survey (2012-2016).

COMPARATE AGE DISTRIBUTION



2017 MEDIAN AGE

City of Fairburn **32.3**

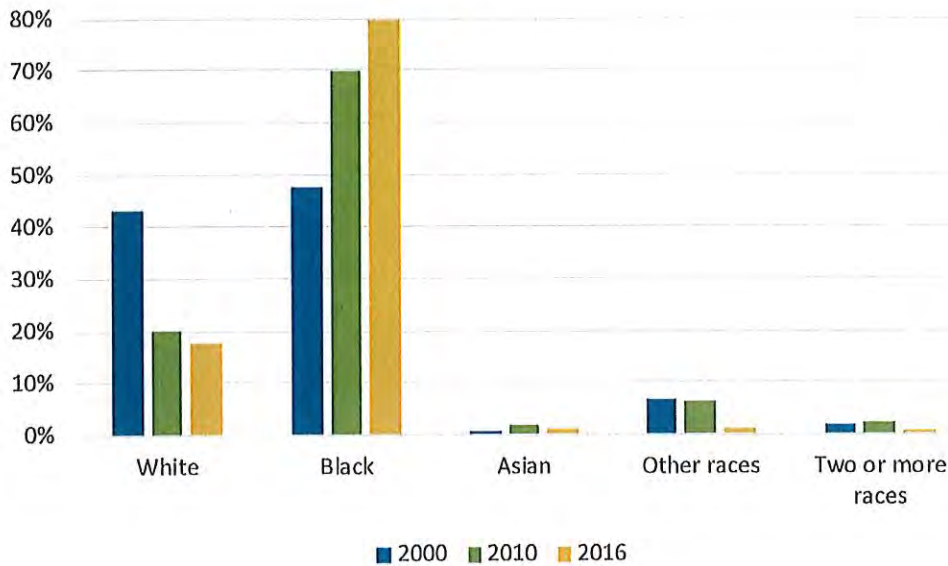
Fulton County **35.2**

Atlanta MSA **36.1**

According to the 2010 Census, the City of Fairburn is younger than Fulton County and the Atlanta MSA, with nearly 40% of the population under the age of 25 and just 16% of residents over the age of 55.

Source: US Census (2010), American Communities Survey (2012-2016).

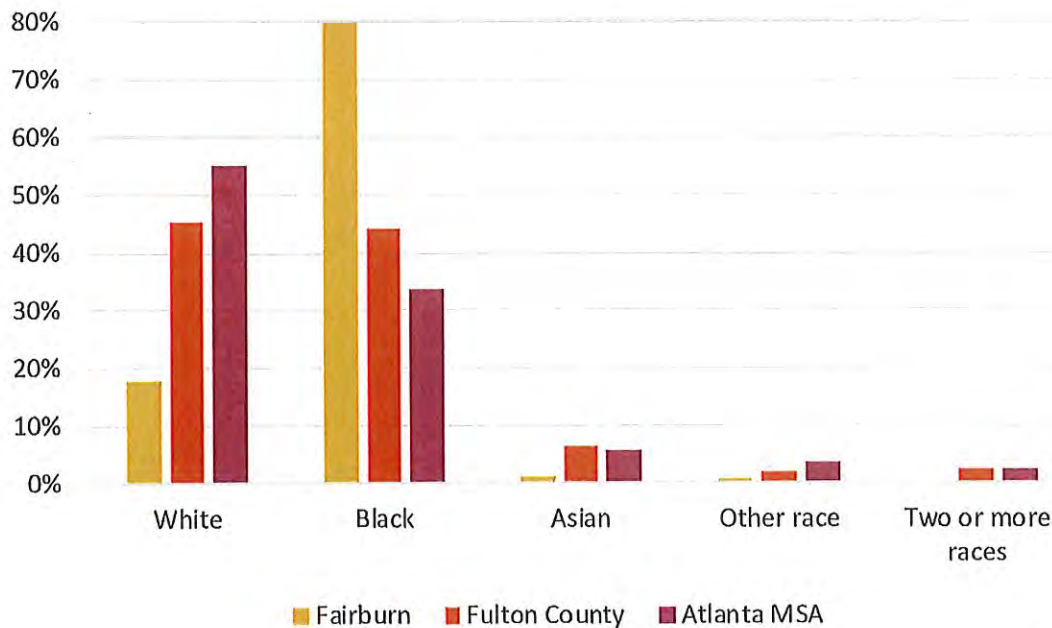
FAIRBURN RACE DISTRIBUTION



In 2000, the White and Black populations of Fairburn each accounted for around 45% of the general population. However, in the past 20 years, the Black population has grown to 80%, while the White population now accounts for less than 20% of the general population.

Source: US Census (2010), American Communities Survey (2012-2016).

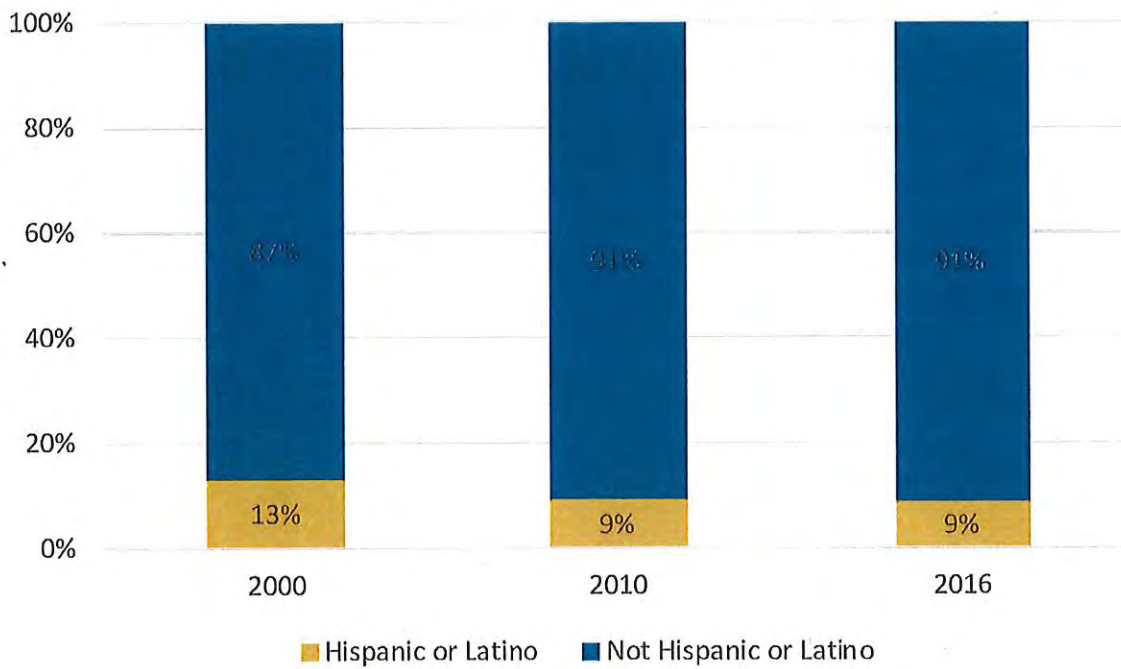
COMPARATIVE RACE DISTRIBUTION



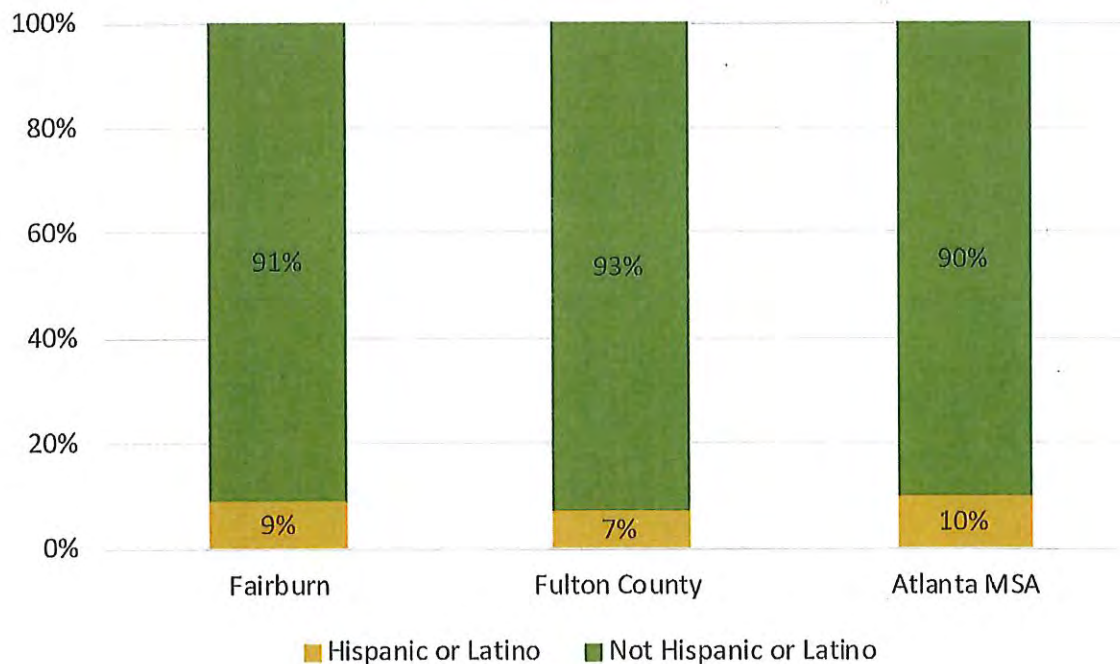
Compared to Fulton County and the Atlanta MSA, the City of Fairburn has a significantly greater percentage of Black individuals. All other races account for a smaller percentage of the population in Fairburn than they do in Fulton County or the Atlanta MSA.

Source: US Census (2010), American Communities Survey (2012-2016).

FAIRBURN ETHNICITY DISTRIBUTION



COMPARATIVE ETHNICITY DISTRIBUTION



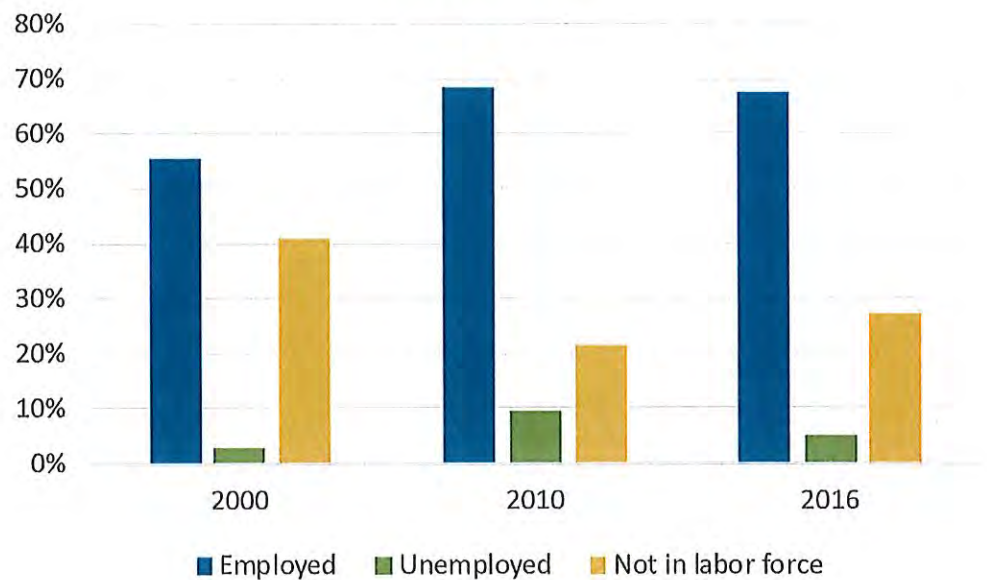
The Hispanic population in Fairburn has decreased from 13% to 9% of the overall population since 2000. Fairburn and the Atlanta MSA had similar Hispanic populations, while Fulton County had a slightly lower percentage of Hispanic residents in 2016.

Source: US Census (2010), American Communities Survey (2012-2016).

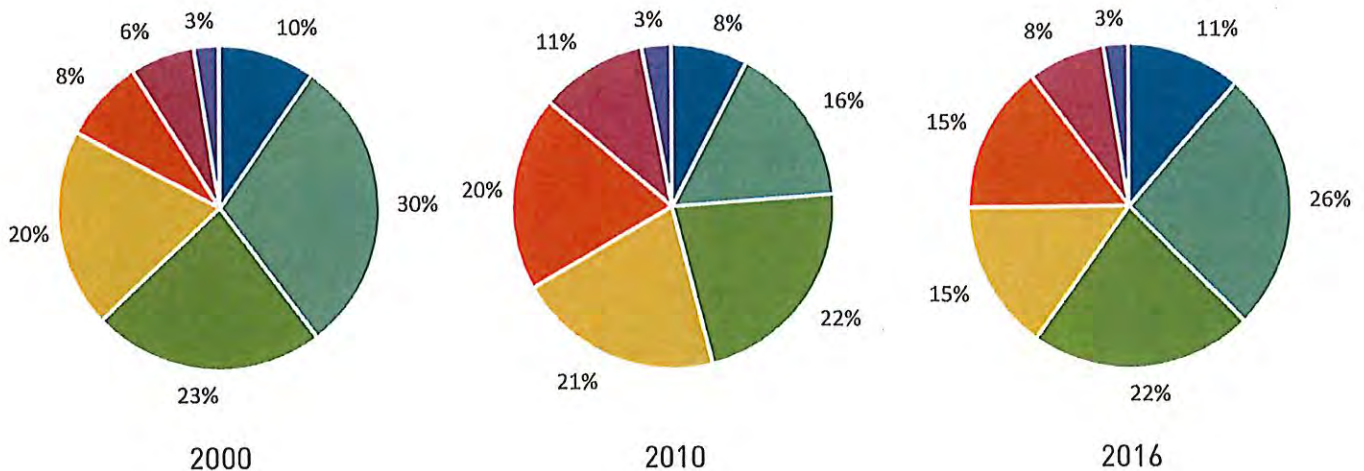
EMPLOYMENT

Over the past nearly 20 years, the unemployment rate in Fairburn has grown by approximately 2%. However, the percentage of residents who are employed grew by over 10%, while the percentage of residents in the labor force decreased by nearly 15%.

Source: US Census (2010), American Communities Survey (2012-2016).



MEDIAN HOUSEHOLD INCOME

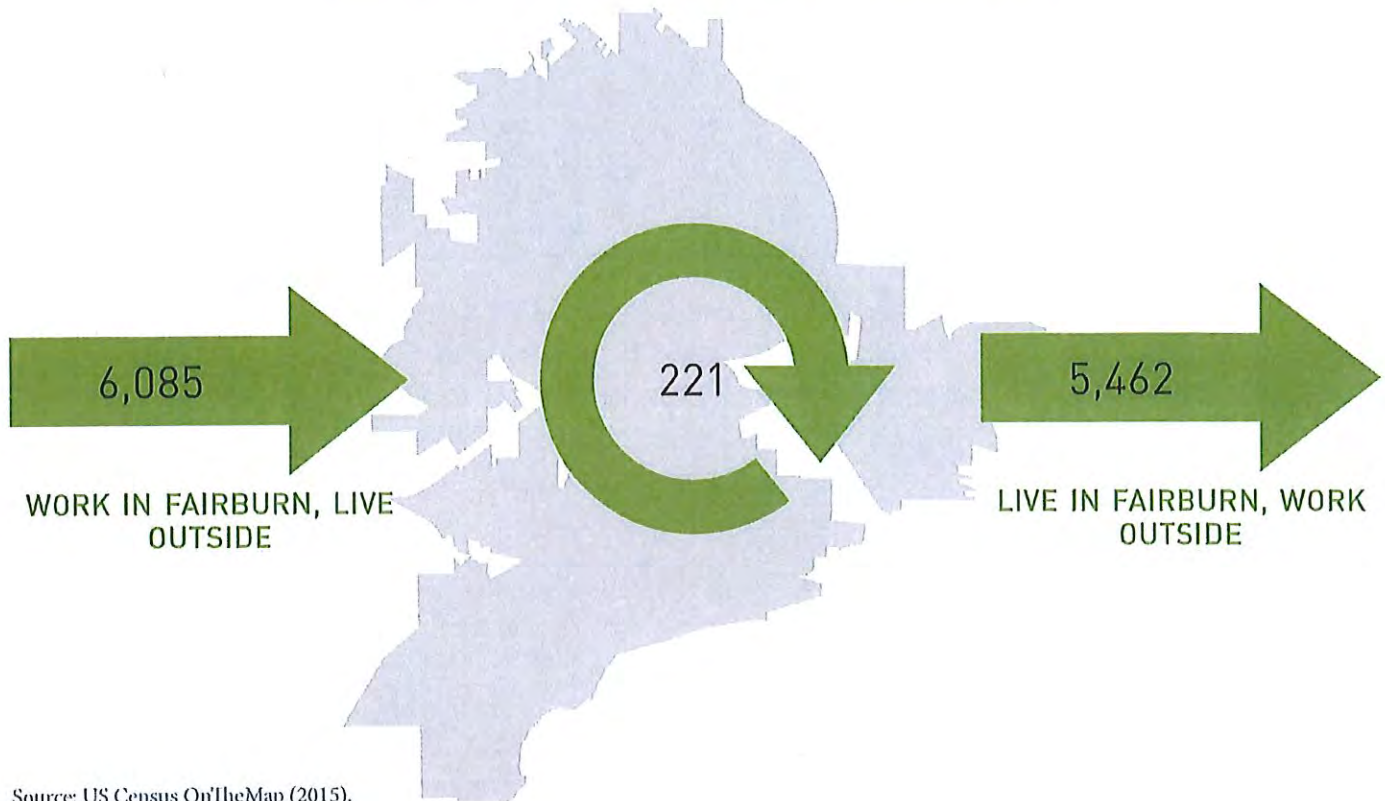


- Less than \$15,000
- \$15,000 - \$34,999
- \$35,000 - \$49,999
- \$50,000 - \$74,999
- \$75,000 - \$99,999
- \$100,000 - \$149,999
- More than \$150,000

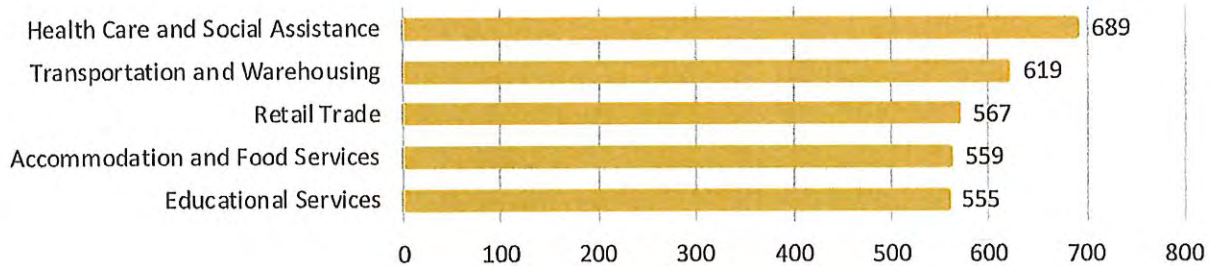
In 2000, nearly 75% of Fairburn residents made less than \$75,000 a year. In 2016, closer to 60% fell into that category, while those making between \$75,000 and \$150,000 increased.

Source: US Census (2010), American Communities Survey (2012-2016).

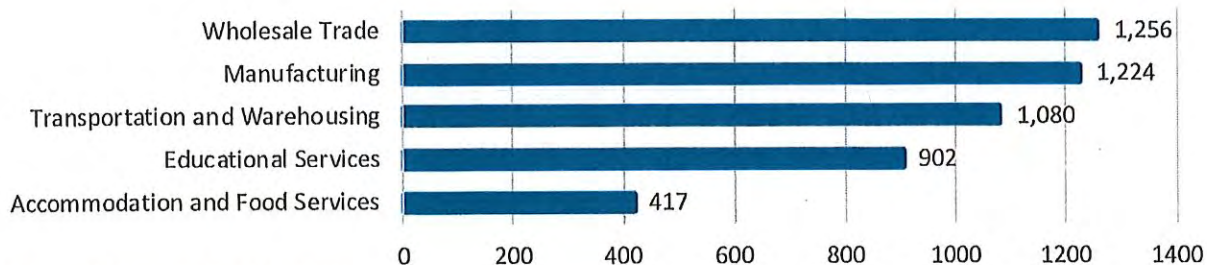
HOW MANY PEOPLE LIVE AND WORK IN FAIRBURN?



TOP 5 INDUSTRIES FOR FAIRBURN RESIDENTS



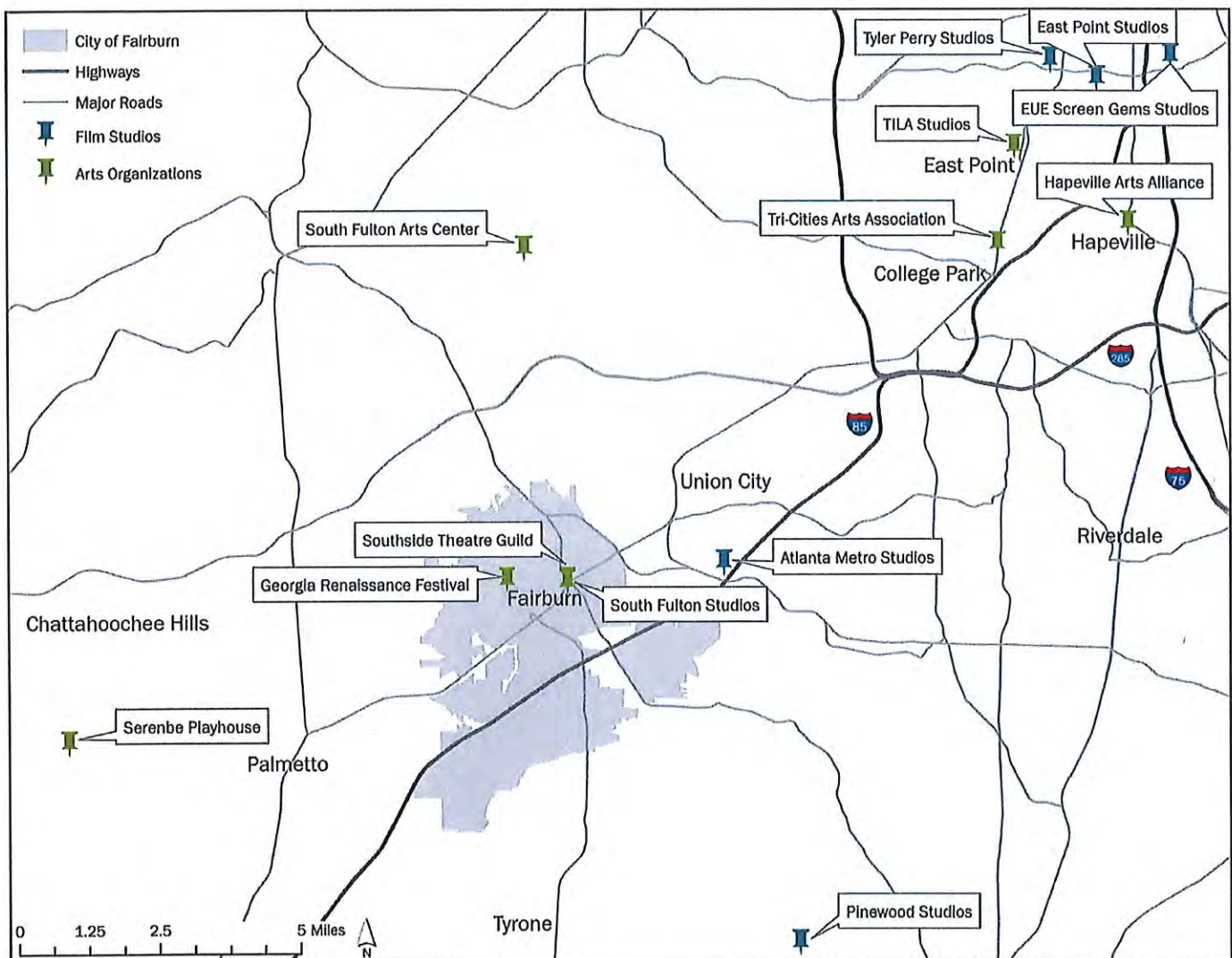
TOP 5 INDUSTRIES FOR JOBS IN FAIRBURN



Source: US Census OnTheMap (2015).

NEARBY ARTS & CULTURE ORGANIZATIONS

Throughout this process, a number of arts and culture organizations in and around Fairburn were identified. While Hapeville and the surrounding area is known for the arts, there are few organizations south of the Tri-Cities area, allowing Fairburn to become an arts destination. Film studios are also included on the map below, as Fairburn hopes to continue to attract more filming to the area, particularly on sites such as the Renaissance Festival.



ATLANTA TRI-CITIES ARTS ASSOCIATION

The purpose of the Atlanta Tri-Cities Arts Association is to establish a world-class community of creative artists and their installations in the Atlanta Tri-Cities area. By providing programming and support for artists, the organization helps local communities and drives economic growth.

FULTON COUNTY ARTS & CULTURE

The Fulton County Arts Council was established by the Fulton County Board of Commissioners in 1979 to work with the Department of Arts & Culture to provide funding and services for arts nonprofit organizations and programs. Fulton County Arts & Culture oversees five arts centers throughout the County, one of which is located in South Fulton.

GEORGIA RENAISSANCE FESTIVAL

Over eight weekends every year in the late spring and summer, 32 acres next to Duncan Park in Fairburn transforms into the Georgia Renaissance Festival, transporting visitors to 16th-century England. The festival offers craft shops, performances, and food & drinks.

HAPEVILLE ARTS ALLIANCE

The mission of the Hapeville Arts Alliance is to bring quality art exhibitions and performances to the City of Hapeville and the larger South Fulton County community and to assist and support local artists. The Arts Alliance works cooperatively with all arts and civic groups to build audiences and participation in the arts.

SERENBE PLAYHOUSE

Founded in 2009 under the Serenbe Institute for Art, Culture, & the Environment, the Serenbe Playhouse is committed to producing bold new works and reinvented classics that connect art, nature, and community. Using theater as an educational tool for both artists and audiences, Serenbe Playhouse focuses on assistance to schools and youth organizations in underserved areas.

SOUTH FULTON STUDIOS

South Fulton Studios Performing Arts School, located in downtown Fairburn, offers a range of performing arts programming and education. The studio collaborates with artists, organizations, schools, and the community to encourage the creation, appreciation, and understanding of the arts.

SOUTHSIDE THEATRE GUILD

Founded in 1973, the Southside Theatre Guild aims to benefit the surrounding communities through entertainment and education. In 45 years of operation, more than 1,700 performances have taken place in the former movie theater in downtown Fairburn.

TILA STUDIOS

TILA Studios is a co-working and community space for black women artists located in downtown East Point. The space includes a working studio and gallery space for artists to showcase their work.

EXISTING PLANS & STUDIES

In recent years, the City of Fairburn has undertaken a number of planning efforts, all of which inform the Creative Placemaking Strategy.

COMPREHENSIVE PLAN

The vision from the City of Fairburn's 2015 Comprehensive Plan is for the City to be an economically thriving community and a desired destination for residents and visitors of all ages. The goals listed in the plan include increasing activity and improving quality of development in downtown, preserving and improving passive greenspace throughout the City, incorporating art into gateway & wayfinding infrastructure, encouraging appropriate housing development in downtown, ensuring pedestrian and bicycle-friendly environments throughout the City, and improving the City's image to attract visitors.

URBAN REDEVELOPMENT PLAN

According to Fairburn's 2013 Urban Redevelopment Plan, the majority of disinvestment and redevelopment opportunities are focused around downtown, where the City has experienced a decrease in real estate values and an increase in vacancy rates. The plan highlights improved pedestrian infrastructure, preservation of historic buildings, and enhanced signage as key land use objectives.

BRANDPRINT REPORT

In 2015, the City of Fairburn completed the BrandPrint Report, which defines a unique brand for the City. The report highlights opportunities such as improving walkability in

downtown, establishing Fairburn as a higher education destination, taking advantage of Fairburn's history, utilizing the grounds of the Renaissance Festival throughout the year, and embracing the local film industry.

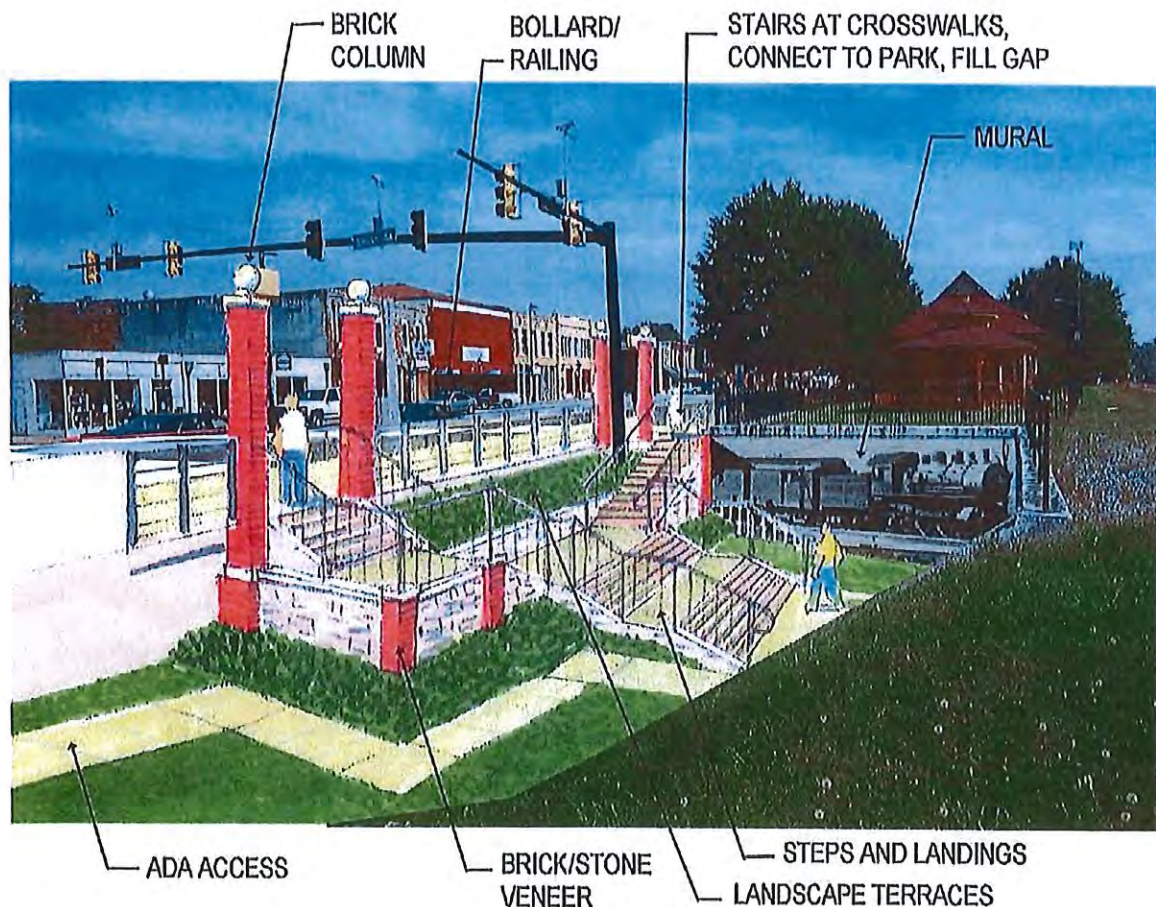
ECONOMIC DEVELOPMENT STRATEGY

The Economic Development Strategy lays out the following goals:

- Foster the attraction and recruitment of new businesses. Through marketing and business-friendly public policies and regulations, attract and recruit desired industry sectors.
- Promote the growth and expansion of existing businesses. Create a nurturing business environment supporting existing businesses that seek to improve, expand, and grow.
- Acquire real estate for business attraction and development opportunities. Identify strategic real estate properties in order to expedite development opportunities in desired locations in the City.
- Develop public infrastructure. Invest in public infrastructure as a means to induce private development and to improve the City's physical environment.
- Develop a talented and qualified workforce. Collaborate with education institutions and workforce development providers to prepare local residents for new jobs and career opportunities.
- Improve City living through community development. Promote the City's brand and identity. Develop activities, programs, and spaces that will highlight Fairburn's quality of life.

LCI STUDY

In 2008, the City of Fairburn was awarded a grant through the Atlanta Regional Commission's Livable Centers Initiative to study the revitalization of the historic downtown. The study lists a mixture of uses, pedestrian- and bicycle-friendly infrastructure, greenspace and connectivity, and preservation of Fairburn's history as key steps toward creating a thriving town center. Particular areas for development opportunities highlighted in the plan include any vacant or City-owned land in and around the historic downtown. The plan also reiterates recommendations from the Comprehensive Plan regarding the Downtown Historic District, which focus on appropriate mixed use development and walkable connectivity throughout downtown and surrounding residential neighborhoods.



NEEDS & OPPORTUNITIES

Based on the above review of recent plans for the City of Fairburn as well as community input gathered throughout the process, below is a summary of key needs and opportunities. These statements highlight ways in which creative placemaking can be combined with other initiatives to revitalize downtown Fairburn.

NEEDS

- Preserve existing and increase greenspace throughout the City. Greenspace can attract both visitors and new residents, and creates space for community activities and events in addition to regular recreation.
- Attract shops and restaurants that will cater to the needs of Fairburn residents and encourage visitors by implementing business-friendly policies. This adds vibrancy and activity in downtown, making it a place residents and visitors want to spend time and explore.
- Improve bicycle and pedestrian facilities throughout the City, particularly in downtown and near schools. In addition to improving general quality of life, better bicycle and pedestrian facilities allow residents and visitors to get to and around downtown without a car, also increasing vibrancy.
- Install signage that will act as wayfinding for visitors while also branding the City. Signage can be an opportunity for public art, but also allows Fairburn to enhance and promote community character.
- Ensure that local capacity can address the recommendations for creative placemaking initiatives in Fairburn.

OPPORTUNITIES

- There is strong public support for economic development initiatives as well as improved bicycle and pedestrian infrastructure.
- The existing historic buildings in downtown Fairburn contribute to the small-town atmosphere. Because residents strongly value their City's unique history, downtown can be utilized to enhance the character of the community by telling the stories of Fairburn.
- Fairburn has both educational institutions and arts organizations that attract visitors and residents to the area.
- There are significant vacant buildings and undeveloped parcels throughout the City, which could provide opportunities for art galleries and studios, event space, or educational uses related to the arts.
- Downtown Fairburn has spaces to host events, festivals, and performances.
- Fairburn and its surroundings are home to a growing film industry.

CHAPTER 4

Case Studies

CASE STUDIES

Many communities across the region have invested in arts and culture, often creating a formal arts master plan as a guide for this investment. In this chapter, seven communities in metro Atlanta serve as case studies for different approaches to arts and culture. The communities below mostly do not specifically address creative placemaking, which is a broader goal than public art alone, but can still act as a resource as the City of Fairburn continues to plan for and implement the strategies described in this report.

FULTON COUNTY

In the fall of 2018, Fulton County released a Request for Proposals to complete a Public Art Master Plan for the County. The plan will establish where the Department of Arts and Culture fits in the arts and culture realm given the prevalence of cities within Fulton County. The Department will continue to act as a resource for cities, providing grant funding and support for local initiatives. As of April 2019, the planning process was underway.

HAPEVILLE

The City of Hapeville is known across the region as an arts destination. Despite not having a formal public arts plan, the City has undertaken a number of public art projects over the past 15 years, such as the “Sharing Our Stories” project to celebrate the history of the community by sharing stories of residents. Other significant initiatives include the public art Bench Project, the temporary “Things Are Taking Off” program, and the Hapeville Arts Mural Program. Each project listed here required coordination between a range of partners, including the Hapeville Arts Alliance, the Main Street Board, the Hapeville Design Committee, the Hapeville Association of Tourism and Trade, City staff, and local businesses, artists, and schools.

NEWNAN

The Newnan-Coweta Art Association (NCAA) facilitates the arts and culture programs and events in Newnan. Many NCAA members offer classes and workshops for all ages, and the organization supports local schools and students. A scholarship program set up by NCAA helps students in high school pursue art in college. Additionally, NCAA offers opportunities for local artists to showcase their work at three main events each year - the Labor Day Arts & Crafts Festival, the NCAA Juried Art Show, and the Christmas Arts & Crafts Market.

SUWANEE

City of Suwanee Public Art Master Plan Goals: Support the vision of Suwanee as a friendly, forward-thinking place with a strong sense of community by encouraging art that is engaging, memorable, and brings change to the City.

Key Success: SculptTour is a temporary sculpture exhibit which has resulted in some permanent additions to the City's collection of public art as well as a rotating set of works on display.

Funding Sources:

- Private donations
- Business sponsorships
- 1% of development fee for the arts
- Encourage developers to incorporate art into their projects

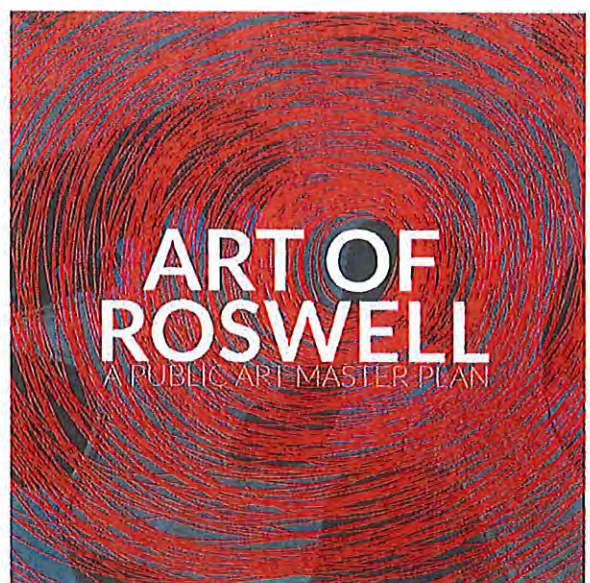
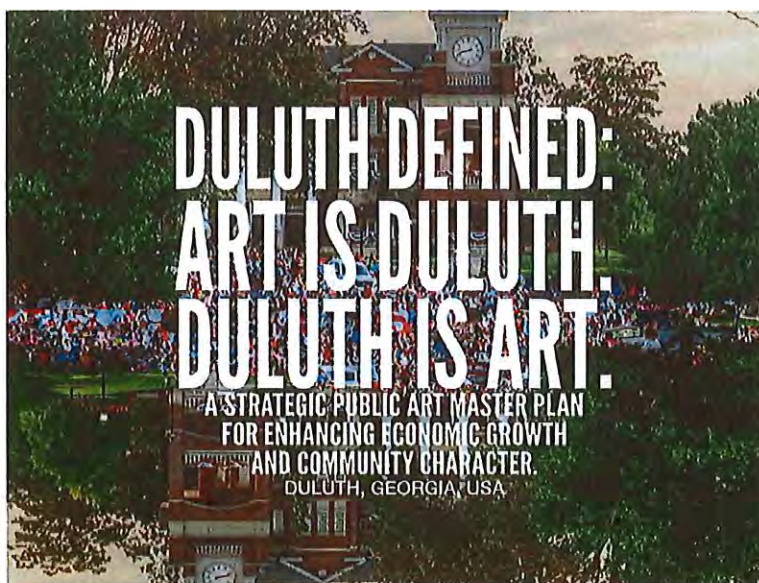
ROSWELL

Art of Roswell Goals: Developing a public art program that is unique to Roswell, encouraging public participation and collaboration, and driving economic prosperity, social cohesion, and capital through investment in public art.

Key Player: The Roswell Arts Fund is an existing nonprofit which will continue to play a leadership role in implementation through community outreach and fundraising.

Funding Sources:

- 1% of development fee for the arts
- Allocation of General Fund for the arts
- Arts grants



CHAPTER 5

Community Engagement

**STAGE DOOR
ACTORS'
ENTRANCE**

COMMUNITY

STEERING COMMITTEE

The Steering Committee was made up of Fairburn residents, business owners, artists, and City staff.

- The first meeting in September 2018 provided an opportunity for members to discuss Fairburn's assets and the value of arts and culture. Some key assets identified include events such as the Fall Festival, the walkable downtown, access to greenspace, and the unique character and history of the City.
- The second meeting was organized as an ARC Civic Dinner, which allowed attendees to talk with a smaller group over dinner. The discussion focused on recent arts and culture experiences in the region, the importance of the arts, and hopes for Fairburn and the arts. Highlights from this discussion include a strong desire to preserve and display Fairburn's history, to better utilize public spaces downtown such as the stage and courtyard and underpass, and to use art as an educational tool and for storytelling.



- The third meeting was held in the Southside Theatre Guild building in January 2019. This meeting began with a walking tour of the three priority sites in downtown - the underpass, stage and courtyard, and the alley. At each location, members were asked what elements they would like to see there. This information, along with a follow-up survey, was used to create the renderings for these sites.

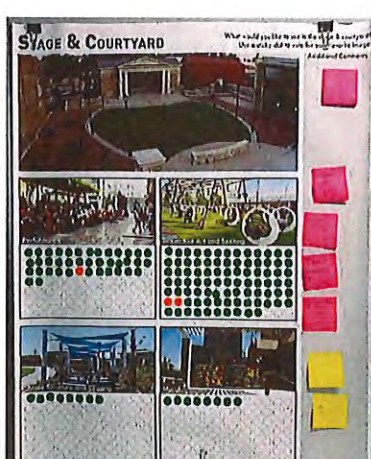


PUBLIC ENGAGEMENT

- Initial public engagement took place at the Fairburn Fall Festival, where a board was set up to raise awareness of this process and future opportunities for involvement.



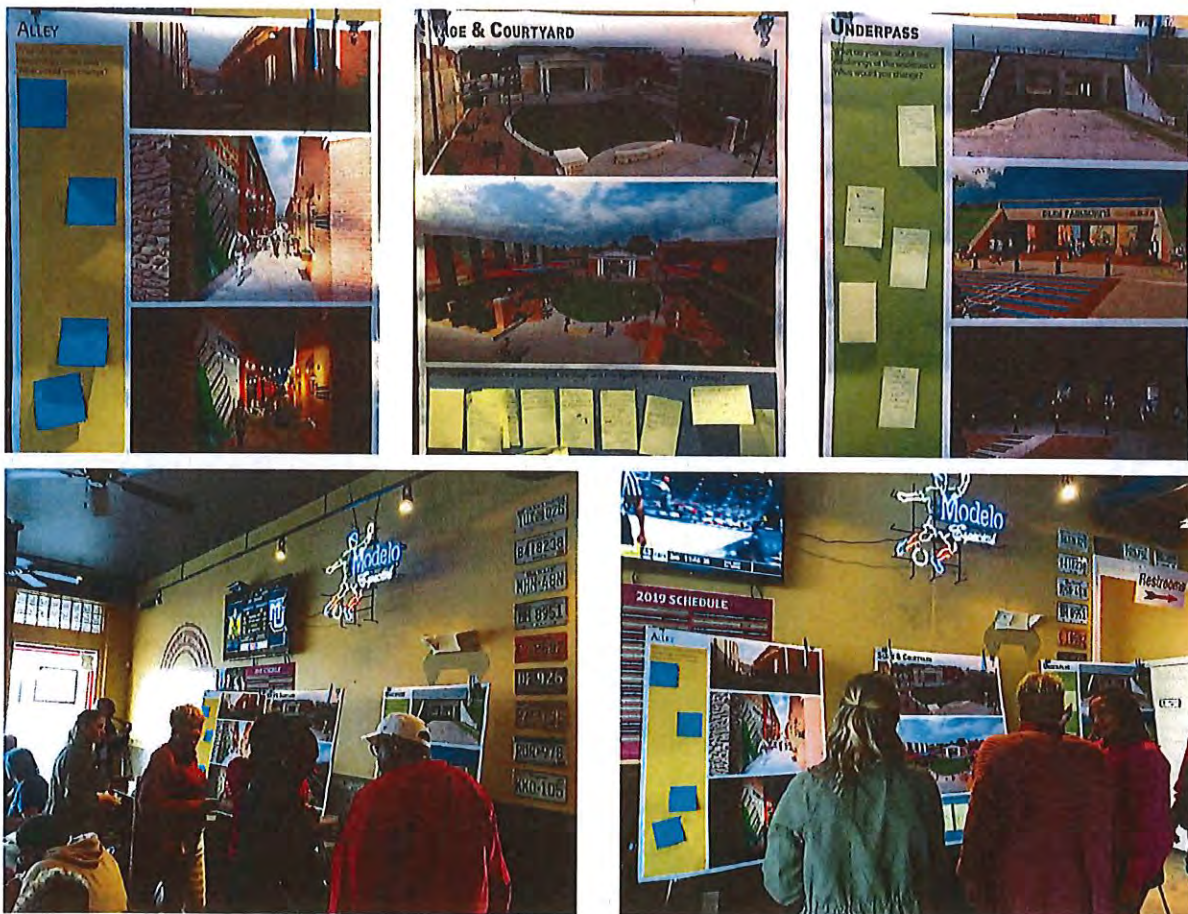
- In December 2018, during the Southside Theatre Guild's production of "Annie," a series of outreach events took place in the lobby of the theater. Before the show and during intermission, over the course of four nights, staff spoke with those attending the show and gathered feedback on the boards pictured below.



- Visual preference survey boards were also taken to a meeting for the Lightning Community Plan to gain input on the Lightning, underpass, and stage and courtyard sites in particular. Neighborhood residents indicated support for a use of that site that would act as a community space, such as a community garden.



- Once drafts of the renderings for the three priority sites had been completed, the boards below were set up for an evening at Oz Pizza in downtown Fairburn. Feedback from the public on all renderings was overwhelmingly positive.



CHAPTER 6

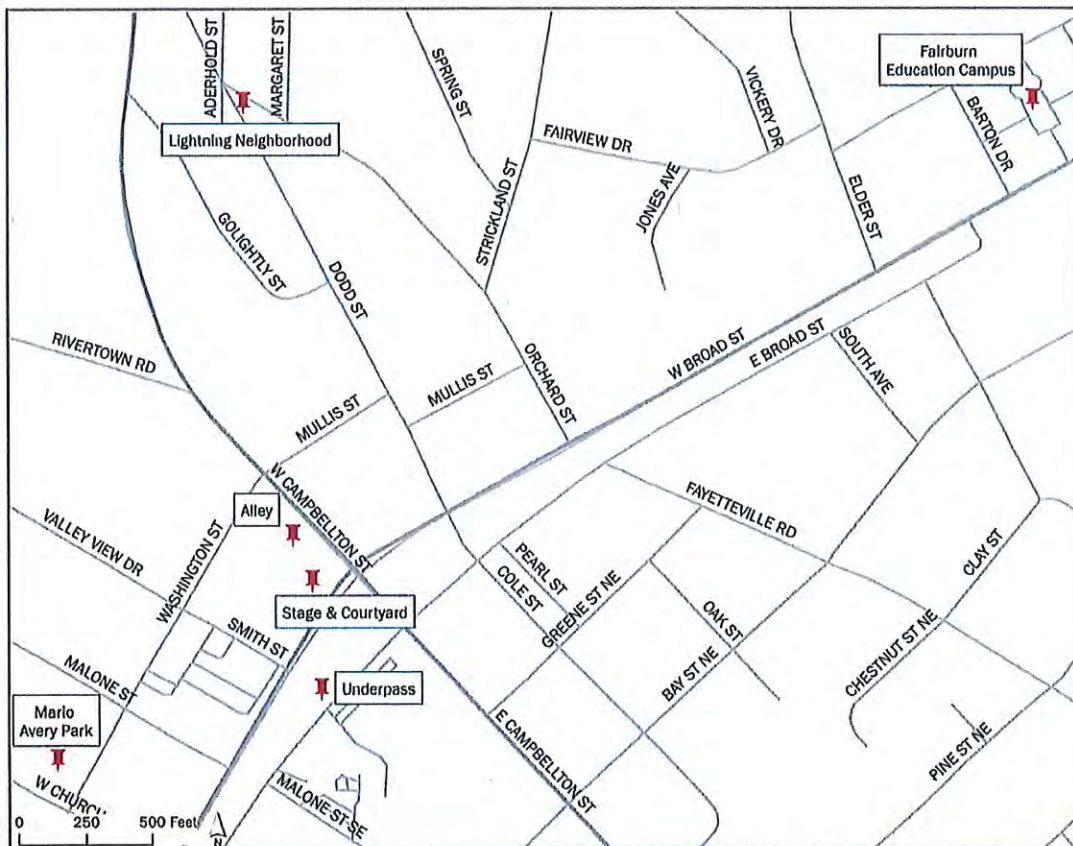
Recommendations



PROJECT IDEAS

The recommendations detailed here are a reflection of discussions with elected officials, City staff, the steering committee, residents, and arts patrons in Fairburn. This is a preliminary list of sites and recommendations, and any initiatives undertaken will require additional community conversations. ARC staff is able to assist with the facilitation of follow-up discussions and coordination with potential partners.

Below is a map of the recommended sites, which are discussed in more detail on the following pages. The stage and courtyard, underpass, and alley have been identified as priority sites, in part due to their location in downtown. The education campus, Mario Avery Park, and the site in the Lightning neighborhood can be revisited in a second phase of this process.



Implementing projects on any of these sites will help accomplish the City's goal of revitalizing downtown Fairburn by making it a place residents and visitors alike want to spend time and patronize local businesses. In particular, the three priority sites are visible in the community and already have some amount of dedicated resources and programming. Focusing on the historic downtown allows Fairburn to incorporate the City's past in revitalization efforts, bringing the community together in a space that is open and welcoming to all.

STAGE & COURTYARD

EXISTING CONDITIONS



RENDERING



STAGE & COURTYARD

BACKGROUND

The stage and courtyard is the most visible of the three priority sites, but existing uses do not utilize this space to its fullest potential. Current uses include a weekly summer farmers' market, some concerts, festivals, and wedding and graduation photographs. In order to better utilize this public space, the recommendations on the following page were discussed by the steering committee, staff, and the public.

RECOMMENDATIONS

- Additional shading is a top priority at this site. The exposed courtyard with no shading is a deterrent to potential users in warm weather months. This need provides an opportunity to create public art that acts as a shade structure.
- Another issue often noted in discussions with the community is the lack of pedestrian scale amenities, such as furniture, interactive art, play structures, and lighting, which would make the space more inviting.



- Feedback from the community suggested more programming on the stage to showcase local performers and attract both visitors and residents to the space. A number of local organizations and schools, such as the Southside Theatre Guild, South Fulton Studios, Renaissance Festival, Georgia Military College, Brenau University, Landmark Christian Academy, and other local schools, could provide some of this programming at low cost to the City.
- The stage and courtyard has a number of blank walls surrounding the space, which could provide opportunities for murals to help activate the space. The content and location of potential murals would require further community conversations.



UNDERPASS

EXISTING CONDITIONS



UNDERPASS

RENDERINGS



UNDERPASS

BACKGROUND

In 2009, the City of Fairburn received funding through ARC's Livable Centers Initiative (LCI) to plan an improved streetscape on Broad Street in downtown. Part of this study identified the underpass across the street from Landmark Christian Academy, which is not accessible to vehicles, as a potential pedestrian crossing from SE Broad Street to SW Broad Street.

RECOMMENDATIONS

The renderings on the following page show some ideas of what could come to this space given the infrastructure improvements of the LCI. These are not specific plans, but rather suggest what the future of this site might look like depending on further community conversations. The elements included in the renderings came from conversations with both the steering committee and the public.

- In order to allow this space to be a safe and comfortable connection to downtown Fairburn for pedestrians, lighting is key. It makes the space inviting at any time, and encourages pedestrian use of this connection.
- Another way to facilitate the use of this as a pedestrian connection is through signage that highlights key destinations in either side of the underpass. Wayfinding signage could point towards restaurants, shops, City facilities, or schools.
- Seating encourages residents and visitors alike to spend time in this space. This offers an opportunity for functional or interactive art, such as the swings seen in the daytime rendering.
- The blank walls of the underpass in its current condition could be painted by local professional artists. Alternatively, students from local schools and colleges, which would engage younger Fairburn residents in this process and allow them to feel ownership of the space.
- Much like the stage and courtyard, this space could be used for performances that showcase local talent and draw residents and visitors to the area. Programming of the space is key, and could be coordinated with other events or performances in Fairburn.
- As part of the LCI work, stairs will be added to connect this lower street with Broad Street on the other side of the underpass. These stairs also offer an opportunity for murals or creative signage.
- Potential partners for this site include Dashboard, Fulton County Arts Council, local schools, and Savannah College of Art and Design.

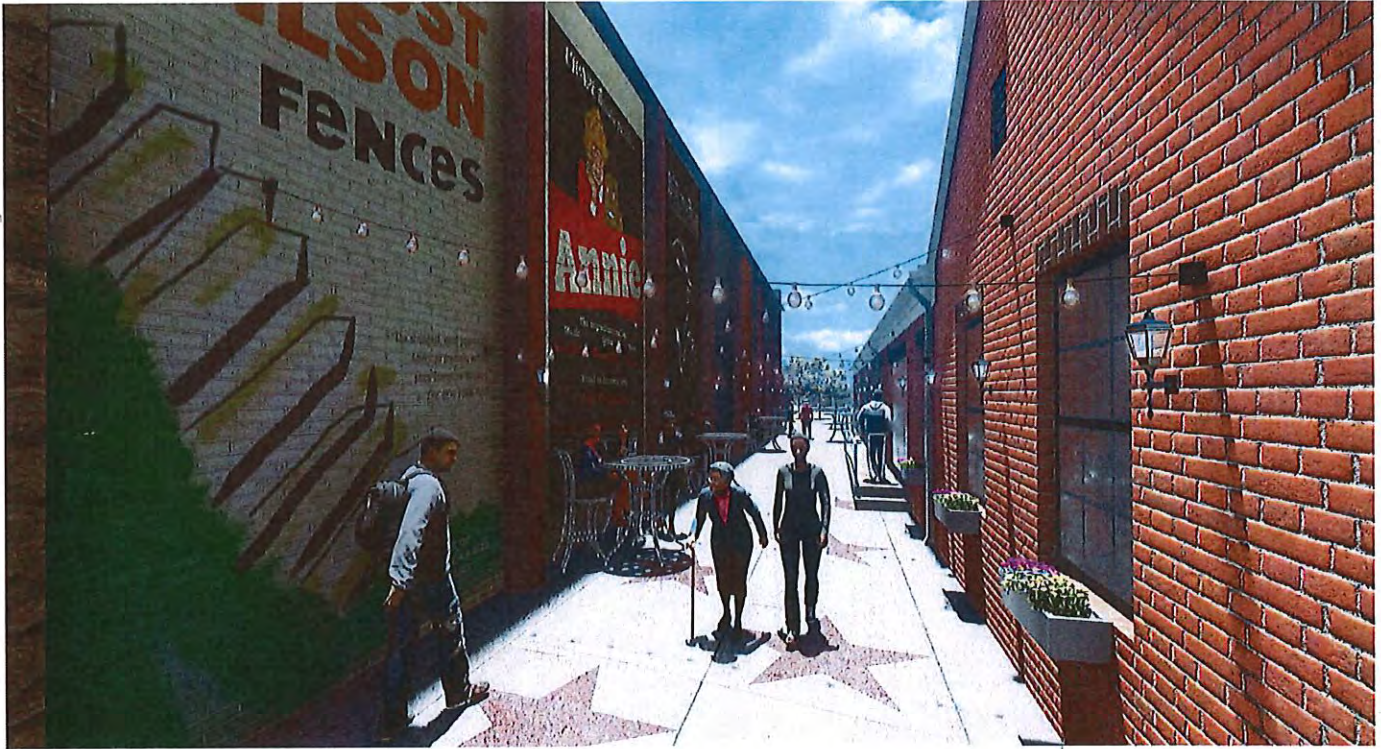
ALLEY

EXISTING CONDITIONS



ALLEY

RENDERINGS



ALLEY

BACKGROUND

The space between the Southside Theatre Guild (pictured above on the left) and the municipal court building (on the right) leads from the parking lot behind Broad Street onto Campbellton Street, and is typically trafficked by pedestrians throughout the day and into the evening. The alley has been prioritized due to its high visibility in downtown Fairburn and the existing support for creative placemaking initiatives from the Southside Theatre Guild and the City itself.

RECOMMENDATIONS

Based on community feedback on the alley, some key recommendations are listed below.

- Because of its proximity to the theater, the alley often gets used at night, whether by patrons attending a show or by performers walking to and from rehearsal. While there are lights along the wall of the court building, they are not attractive or inviting. Conversations with the community indicated interest in having warmer lighting on this site. Stringed lights, for example, could offer a more welcoming alternative to the existing lighting.
- The brick walls on either side of the alley are currently blank, and offer opportunities for murals or temporary art installations. The Southside Theatre Guild building has “panels” that could be used to delineate between a number of artworks.
- The alley could be further utilized not only as a passageway but also as an event space. Particularly before and after shows at the Southside Theatre Guild, with the addition of lighting and art, the space could be used to host patrons of the theater. At other times, events in this space may be coordinated with other programming in downtown, such as performances at the stage and courtyard. In order to create more space in the alley for events, the community should look at how to better situate the ADA ramp into the municipal court building as well as the hedge along the Southside Theatre Guild building.

KEY PARTNER: SOUTHSIDE THEATRE GUILD

The Southside Theatre Guild is a key partner in a number of recommended projects. Due to the historic nature of the building, the organization could benefit from applying to grant programs that fund needed infrastructure improvements for historic theaters. In particular, the Fox Theatre Institute has provided funding to many smaller theaters throughout the region. In order to remain an integral part of the Fairburn community, the Southside Theatre Guild should apply for funding from grant programs such as those offered through the Fox Theatre Institute. Infrastructure improvements to the building might be combined with some of the recommendations for the alley, such as the removal of the hedges to create space for events and the addition of murals on the wall. In addition to murals in the alley, a number of blank walls on buildings owned by the Southside Theatre Guild offer opportunities for public art. Some face the street, while others face the stage and courtyard area. Murals can help to activate the space and make it attractive and inviting, while also showcasing local artists. As an anchor arts organization in the Fairburn community, the Southside Theatre Guild can be a key actor in planning and implementing the projects recommended here.



LIGHTNING NEIGHBORHOOD

BACKGROUND

This site, located at the corner of Orchard Street and Dodd Street, is in the Lightning neighborhood near downtown Fairburn. The Lightning Community Plan is currently underway. Next steps for this site should take into consideration the recommendations when the plan is complete.

RECOMMENDATIONS

- The community expressed a strong interest in telling the story of this neighborhood at the site. In order to determine what the community would like to see in this space and how to achieve that, further conversations with the neighborhood are needed.
- Residents of this neighborhood are primarily interested in passive uses of the site. One idea discussed with residents was a community

garden or small park. As four garden beds were recently added to the site (see photo below), this could be expanded.

- Potential partners for this site include ARC, local artists, and Fairburn schools. ARC offers assistance with planning and implementing community gardens through programs such as the Community Development Assistance Program and the Orchard Project.



MARIO AVERY PARK

BACKGROUND

This park, located next to City Hall, is currently a passive space near downtown Fairburn. Mario Avery Park is not highly programmed, and offers a significant amount of open greenspace for the community.

RECOMMENDATIONS

Suggestions that came out of conversations with Fairburn residents include the expansion of existing gardens or continuation of the passive recreational uses. As this site is not located as

close to downtown as the three priority sites, uses here might be less intense and should be coordinated with plans for the sites downtown.

There was some discussion around the idea of using this site for the City's additional needs, which currently occupy the building downtown next to the Southside Theatre Guild. If the City no longer needed that building, the downtown space could be used for gallery, retail, or arts education space. Any plans for this site would require further discussions in the community and with City staff.



FAIRBURN EDUCATION CAMPUS

BACKGROUND

The Fairburn Education Campus houses both a Georgia Military College and Brenau University location, and is located approximately half a mile from downtown. The buildings on the campus are owned by the City, and some currently have unused space.

RECOMMENDATIONS

In an effort to expand existing arts programs at both colleges, these spaces could be used as gallery and/or studio space. Empty buildings could also host events related to arts and culture that focus on students from the colleges as well as local schools. There were discussions about involving professors and students from the colleges in some of the art planned throughout

the City, such as murals, signal boxes, and temporary installations. This could be incorporated into courses or occur on a volunteer basis.

In conversations with the Fairburn community, it was brought up that bicyclists often use Roosevelt Highway, or Broad Street, as they bike south of Atlanta. Discussion surrounded the potential of becoming a “Bicycle Friendly Community.” There is currently not much to incentivize bicyclists to stop in Fairburn, but one of the empty buildings on the Education Campus could be used as a gathering spot before, during, or after a ride. Amenities such as restrooms, seating, and the opportunity to purchase food and water could be incorporated into this site.



ADDITIONAL PROJECTS

In addition to the sites identified by the City, a number of other potential projects were discussed throughout the process. These suggestions are described below, with examples from other communities and estimated costs.

SIGNAL BOX MURALS

Several cities around the region have recently created programs to paint the signal boxes in their downtown. This is a relatively low-cost, simple way to add color to and improve the aesthetic of infrastructure that often goes unnoticed. The City of Decatur (pictured to the right) was one of the first in the region to hire local artists to paint the downtown signal boxes, and is a good example for Fairburn.



TRANSMISSION TOWER ART

Southeast of downtown Fairburn, there are a series of older, mostly unused transmission towers. Often overlooked, these towers may provide an opportunity to add character to the city through art, with sufficient attention paid to safety. They could become unique local landmarks and help Fairburn stand out as a community that values arts and culture. Most notably, this has been done in Essen, Germany (pictured to the left).

MURAL PROGRAM

There are many blank walls throughout downtown Fairburn such as the one pictured here, which offers an opportunity to establish a mural program. The City should begin by creating an inventory of all visible private and public blank walls. The City of Hapeville is well-known in the region for their mural program, and the City of Woodstock recently completed a large mural (pictured below) with substantial community involvement, and both would be good examples for Fairburn.



CREATIVE CROSSWALKS

Painted crosswalks offer a number of benefits, such as added vibrancy downtown and increased visibility of pedestrians to drivers. While this may not be possible on Georgia Department of Transportation roads, painting crosswalks where the white stripes are visible (as in the example above) on roads owned by the City is a simple and cost-effective way to improve safety and create art in visible spaces.

PARTNERSHIPS & FUNDING OPPORTUNITIES

The key in implementing any of the projects discussed in this plan is the creation of an arts council. A group of committed members of the community is needed to sustain these efforts. The arts council should organize events, identify ongoing priority projects based on community feedback, support local artists, and assist Fairburn staff with the implementation of projects. Two crucial roles the arts council might play are in creating and maintaining valuable partnerships and obtaining funding to implement projects. Below is a list of potential partnerships and funding opportunities for an arts council.

PERCENT FOR THE ARTS

An increasingly popular choice for arts funding, a percent for the arts ordinance can be tailored to any community. The ordinance can apply to projects funded by the City and by private developers, or one or the other, and is typically between .5% and 2% of the project budget. The way in which this money is used also varies. It can be used to create a new piece of art in the fabric of the infrastructure itself, or a separate artwork not directly attached. Some communities allow a developer to donate the money to an arts council or arts fund instead of incorporating art into the project. Another approach involves incentivizing the percent for the arts, rather than mandating it, through greater floor-area-ratios or increased building height limits, for example.

FUNDRAISING EVENTS

An arts council can coordinate events such as festivals, artists' markets, and art competitions to engage the community, make use of public spaces, showcase the work of local artists, and raise money.

CORPORATE SPONSORSHIPS

Creating partnerships with businesses, whether local to Fairburn or a corporation with an interest in the arts, can help to ensure sustained funding.

PRIVATE DONATIONS

In some cases, private donations - which can take the form of financial contributions, works of art, or an individual's time - can help an arts council coordinate and manage programs and events.

NATIONAL ENDOWMENT FOR THE ARTS GRANTS

Our Town is the National Endowment for the Arts' creative placemaking grant program. These grants support projects that integrate arts, culture, and design into economic, physical, and/or social initiatives to strengthen communities. Art Works grants are offered by the NEA to fund specific projects that celebrate creativity and cultural heritage, invite mutual respect for differing beliefs and values, and enrich humanity.

GEORGIA COUNCIL FOR THE ARTS GRANTS

Both Vibrant Communities and Project grants are available through the Georgia Council for the Arts, and support single art projects or a series of related projects such as exhibits, productions, workshops, or an artist residency. Non-profit organizations and local governments, as well as educational institutions, are eligible to apply for these grants.

GEORGIA HUMANITIES GRANTS

Georgia Humanities awards grants to non-profit cultural, civic, and educational institutions for projects that bring a range of people together for education and discussion on a topic.

FULTON COUNTY ARTS & CULTURE

Fulton County Arts and Culture provides funding and services to local nonprofits and arts initiatives with a particular focus on ensuring all citizens' access to the arts. The Department runs various programs, including a mobile art center (Art Van) to help reach communities outside of the existing six Arts Centers, which can be rented for events across the County.

FOX THEATRE INSTITUTE

The Fox Theatre Institute Preservation Grant Program offers funding for historic theatres in Georgia with the goal of increasing cultural and/or economic impact for the community. Awardees will receive operations expertise through seminars and professional development opportunities in addition to funding.

DASHBOARD

Dashboard is an organization based in Atlanta working to bring art and design to non-traditional and under-utilized spaces. Recently, the group has organized annual gallery crawls in Hapeville and a temporary installation on Buford Highway called BiHi Lights.

KEY NEXT STEPS

- Reconvene the steering committee as the Fairburn Arts Council. The Arts Council represents the community and works with City staff to plan and execute events and initiatives. Members also advocate for arts and culture in Fairburn.
- Identify any key missing members of the Arts Council. Interested representatives from local arts and culture organizations, schools, and businesses should be included.
- Hold meetings with the Arts Council and potential partners to discuss priority projects and strategize how to move forward. Representatives from one or more cities around the region with strong public art and creative placemaking programs, such as those listed in Chapter 4, should also be included in a meeting to learn more about their processes for successful implementation.
- The Arts Council should create action plans for each of the three priority sites. This process will involve gaining input from the community and obtaining funding.
- The City should determine the need for and role of the Fairburn Art and Architecture Advisory Committee.
- The City should consider hiring or contracting a staff member to focus on the arts. If this is not a possibility, the City can identify existing staff to devote time to the arts. This staff member should oversee the Arts Council and coordinate all activities among City staff from various departments, while acting as liaison between the Arts Council, City Council, and the public.



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
April 22, 2019

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. De'Carlon Seewood
Mr. Randy Turner

City Administrator
City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Shana T. Moss
Interim City Clerk

III. Invocation:

Bishop Aaron Lackey
Temple of Prayer Family
Worship Cathedral UCOGIC

IV. Pledge of Allegiance:

In Unison

V. Presentations:

1. Ms. Dawn Corley

Fulton County School System
STEM School Update

2. Ms. Laura Benz & Ms. Andrea Gray

South Fulton Municipal
Water and Sewer Authority
Project Managers

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: | Councilmember |
| VIII. | Adoption of Consent Agenda Items: | Councilmembers |
| IX. | Adoption of City Council Minutes:
April 8, 2019 Council Meeting | Councilmembers |
| X. | Public Hearing: | None |
| XI. | Agenda Items: | |
| | 1. Tanner, Ballew and Maloof | Mr. Stephen Maloof |
| | For Mayor and Council to approve the 2019 Liability and Property Insurance | |
| | 2. City Attorney | Mr. Randy Turner |
| | Marijuana and Truck Ordinances updates. For Mayor and Council to review and approve the following ordinances | |
| | A. Marijuana Ordinance | |
| | B. Truck Route Ordinance | |
| | 3. Fire Department | Chief Cornelius Robinson |
| | For Mayor and Council to approve the Target Solutions software in the amount of \$4956.48 program. This is the software used by the Fire Department for their reports | |
| XII. | Council Comments | Councilmembers |
| XIII. | Executive Session | None |
| 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 CITY COUNCIL AGENDA ITEM

SUBJECT: City of Fairburn's 2019 Liability and Property Insurance Renewal with Tanner, Bellew and Maloof.

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

Submitted: 04/12/2019 **Work Session:** 04/22/2019 **Council Meeting:** 04/22/2019

DEPARTMENT: All City Departments

BUDGET IMPACT: Budget Allocation for Liability and Property Insurance

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to approve the 2019-2020 Liability and Property Insurance Renewal.

HISTORY: The city is required to have liability and property insurance

FACTS AND ISSUES: NA.

RECOMMENDED ACTION: Approval of the 2019 Insurance Renewal.



De'Carlton Seewood, City Administrator



Elizabeth Carr-Hurst, Mayor



Insurance Proposal

Prepared for City of Fairburn

May 14, 2018

Presented By:

Stephen M. Maloof, ARM

Effective Date:

May 1, 2019 to May 1, 2020

- ▶ Annual Review Summary
- ▶ Coverage
- ▶ Other Coverage Available
- ▶ Premium Summary
- ▶ Payment Information
- ▶ Subjectivities
- ▶ When To Contact Us
- ▶ Your Insurance and Risk Management Team
- ▶ Insurance Definitions

COVERAGE	PREMIUM 2018-19	PREMIUM 2019-20	SUMMARY OF CHANGES - REMARKS		
			DESCRIPTION OF CHANGES	2018 EXPOSURES	2019 EXPOSURES
Commercial Property	44,308	45,209	Building & Contents Limit	28,437,914	28,167,285
Business Income/Extra Expense	Included	Included	Limit	1,000,000	1,000,000
Commercial Crime	2,575	2,575	Limit	500,000	500,000
Inland Marine	3,262	3,545	Contractor's Equipment / Scheduled Property	845,551	906,485
General Liability	38,277	40,102	Revenues	37,148,418	39,760,878
Employee Benefits Liability	381	381	# of Employees	168	168
Law Enforcement Liability	31,532	33,602	# of Employees	36	36
Public Entity Management Liability	14,679	14,423	Revenues	37,148,418	39,760,878
Employment Practices Liability	16,626	16,903			
Commercial Auto	71,787	82,172	# of Vehicles	115	121
Commercial Umbrella	49,521	44,554	Limit	5,000,000	5,000,000
Cyber Liability	4,257	4,257	Limit	1,000,000	1,000,000
Comparative "Going In" Annual Cost	\$277,205	\$287,723			

Coverage	Limit	Deductible
Blanket Building* and Contents	\$27,428,071	\$2,500
Personal Property of Others	\$50,000	
Electronic Data Processing	Included	
Equipment Breakdown	Included	
Artificial Turf** (Named Perils)	\$1,000,000	\$10,000
Flood***	\$4,000,000	\$25,000
Earthquake	\$4,000,000	\$25,000
Coinsurance	None	
Valuation	Replacement Cost	

Description of Coverage

- Insures your property against all risk of direct physical loss. Subject to the policy terms, conditions and exclusions
- *The following locations are not included in the blanket building limit. Specific limits and/or deductibles are applied as follows:
 - 8563 Bohannon Road, Fairburn, GA 30213 – \$165,000 limit, \$25,000 deductible
 - 45 East Broad Street, Fairburn, GA 30213 – \$844,843 limit
- **Artificial Turf Named Perils are Fire, Lightning, Explosion, Windstorm/Hail, Smoke, Aircraft/Vehicles, Riot, Civil Commotion, Vandalism, Sinkhole Collapse, Volcanic action, Weight of Snow, Ice or Sleet. Applies to the following location:
 - 6000 Rivertown Road, Fairburn, GA 30213
- ***Flood applies to all locations except:
 - Cora Robinson Park – Playground Equipment
- Electronic Data Processing provides coverage for equipment, software or media damaged or destroyed due to a covered cause of loss. Subject to policy terms, conditions and exclusions. EDP coverage includes coverages generally excluded by your standard property policy such as mechanical breakdown, electrical injury, and changes in temperature and humidity.

Additional Coverage	Limit
Accounts Receivable	
At all described premises	\$250,000
In transit or at all undescribed premises	\$25,000
Appurtenant Buildings & Structures	\$100,000
Claim Data Expense	\$25,000
Confiscated Property	\$100,000
Covered Leasehold Interest – Undamaged Improvements & Betterments Lesser of your business personal property limit or:	\$100,000
Debris Removal (additional limit)	\$250,000
Duplicate Electronic Data Processing Data & Media	\$50,000
Electronic Data Processing Data & Media	\$50,000
Emergency Portable Equipment	\$40,000
Employee Tools (\$2,500 any one item)	\$25,000
Expediting Expenses	\$25,000
Extra Expense	\$25,000
Fine Arts	
At all described premises	\$50,000
In transit	\$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included
Green Building Alternatives – Increased Cost Percentage 1%; Maximum Amount Per Building	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot – Annual Aggregate	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property	
Buildings (Each)	\$2,000,000
Personal Property (At each premises)	\$1,000,000
Business Income	\$500,000

Additional Coverage	Limit
Non-Owned Detached Trailers	\$25,000
Ordinance or Law	\$250,000
Outdoor Property (\$2,500 any one tree, shrub or plant)	\$25,000
Outside Signs	
At all described premises	\$100,000
At all undescribed premises	\$5,000
Personal Effects	\$25,000
Personal Property – At Premises Outside of the Coverage Territory	\$50,000
Personal Property – In Transit Outside of the Coverage Territory	\$25,000
Pollutant Cleanup and Removal – Annual Aggregate	\$100,000
Preservation of Property	
Expenses to move and temporarily store property	\$250,000
Direct loss or damage to moved property	Included
Reward Coverage – 25% of covered loss up to a maximum of:	\$25,000
Spoilage Coverage	\$250,000
Stadium Lights – Each Item	\$10,000
Stadium Lights – Maximum per Occurrence	\$113,000
Stored Water	\$25,000
Theft Damage to Rented Property	Included
Undamaged Parts of Stock in Process	\$50,000
Utility Services – Direct Damage (\$2,500 deductible)	\$500,000
Valuable Papers & Records – Cost of Research	
At all described premises	\$250,000
In transit or at all undescribed premises	\$25,000
Water or Other Substance Loss – Tear Out & Replacement Expense	Included

ITEM NO	DESCRIPTION & LOCATION OF PROPERTY	REPLACEMENT COST VALUES				TOTAL VALUES
		BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/EXT EXPENSE	
1	19 East Broad Street Fairburn, GA 30213 Fire Station #1	1,045,824	550,000	11,865		1,607,689
2	56 Malone Street Fairburn, GA 30213 City Hall	764,364	260,000	364,072	1,000,000	2,388,436
3	191 Southwest Broad Fairburn, GA 30213 Police Department	916,205	216,800	350,000		1,483,005
4	26 West Campbellton Street Fairburn, GA 30213 Fairburn Exchange	764,364	50,000	50,000		864,364
5	102 Howell Avenue Fairburn, GA 30213 Public Works Garage	157,740	850,000	5,000		1,012,740
6	102 Howell Avenue Fairburn, GA 30213 Public Works Shed	61,050	21,000	0		82,050
7	7 West Broad Street Fairburn, GA 30213 Passenger Depot	550,000	25,000	0		575,000
8	30 West Broad Street Fairburn, GA 30213 Freight Depot	450,000	100,000	0		550,000
9	40 Washington Street Fairburn, GA 30213 Annex	130,000	20,000	0		150,000
10	106 Howell Avenue Fairburn, GA 30213 Utilities Department	346,060	700,000	400,000		1,446,060
11	106 Howell Avenue Fairburn, GA 30213 Utilities Shed I	35,750	35,000	0		70,750
12	106 Howell Avenue Fairburn, GA 30213 Utilities Shed II	75,790	50,000	0		125,790
13	8563 Bohannon Road Fairburn, GA 30213 House & 300 Acres of Land	165,000	0	0		165,000
14	149 West Broad Street Fairburn, GA 30213 Youth Center	1,379,728	107,364	0		1,487,092
14A	149 West Broad Street Fairburn, GA 30213 Fire Station #2	704,068	307,560			1,011,628
15	45 East Broad Fairburn, GA 30213 Old Campbell	844,843	150,000			994,843
16	326 West Broad Street Fairburn, GA 30213 College Campus					
17	334 West Broad Street Fairburn, GA 30213 Classroom #1	2,430,982	0	0		2,430,982
18	310 West Broad Street Fairburn, GA 30213 Retail South	300,000	0	0		300,000
19	314 West Broad Street Fairburn, GA 30213 Classroom #2	2,363,309	0	0		2,363,309
20	320 West Broad Street Fairburn, GA 30213 Admin Building	2,112,847	0	0		2,112,847

ITEM NO	DESCRIPTION & LOCATION OF PROPERTY	REPLACEMENT COST VALUES				TOTAL VALUES
		BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/EXT EXPENSE	
21	330 West Broad Street Fairburn, GA 30213 Retail North	300,000	0	0		300,000
22	268 West Broad Street Fairburn, GA 30213 (Land only)					
23	164 W Washington Street Fairburn, GA 30213 (Land Only)					
24	15 West Broad Street Fairburn, GA 30213 Stage	1,700,000				1,700,000
25	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213					
25A	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Concession Stands (2)	200,000				200,000
25B	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Pavilions - Picnic Shelters (3)	80,800				80,800
25C	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Dugouts (14)	42,000				42,000
25D	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Outdoor Tennis Courts (2)	125,000				125,000
25E	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Outdoor Basketball Courts (2)	100,000				100,000
25F	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Athletic Field Lights (51)	113,000				113,000
25G	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Artificial Turf	1,000,000				1,000,000
25H	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Playground Equipment	95,000				95,000
25I	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Playground Restrooms	125,000				125,000
25J	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Football Press Box	125,000				125,000
25K	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Football Concession / Restrooms	325,000				325,000
25L	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 Pool and Equipment (Furnitures & Fixtures)	1,000,000	100,000			1,100,000

Location Schedule

ITEM NO	DESCRIPTION & LOCATION OF PROPERTY	REPLACEMENT COST VALUES				TOTAL VALUES
		BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/EXT EXPENSE	
26	5 West Broad Street Fairburn, GA 30213 <i>Deck</i>	150,000				150,000
27	336 West Broad Street Fairburn, GA 30213 <i>Classroom #3</i>	3,182,237				3,182,237
28	Cora Robinson Park Corner of Aderhold Street & Dobbs Street Fairburn, GA 30213 <i>Playground Equipment</i>	89,148				89,148
TOTALS		24,350,109	3,542,724	1,180,937	1,000,000	30,073,770

Coverage	Limit	Deductible
Business Income / Extra Expense	\$1,000,000	72 hours
Coinsurance	None	

Description of Coverage

- Business Income provides coverage to reimburse you for your loss of income when your business is forced to close, either totally or partially, due to a covered cause of loss up the limit stated above. The coinsurance clause will apply unless suspended.
- Extra Expense provides coverage for extra expenses you may incur “during the period of restoration” that would not have been incurred if there had been no direct physical loss or damage to property.
- Including:
 - Business Income from Dependent Property
 - At premises within the coverage territory – \$100,000
 - At premises outside of the coverage territory – \$100,000
 - Ingress or Egress (coverage radius 1 mile) – \$25,000

Coverage	Limit	Deductible
Employee Dishonesty	\$500,000	\$2,500
Depositors Forgery	\$500,000	\$2,500
Loss Inside the Premises	\$500,000	\$2,500
Loss Outside the Premises	\$500,000	\$2,500
Computer Fraud	\$500,000	\$2,500
Money Orders and Counterfeit Papers	\$500,000	\$2,500

Description of Coverage

- Employee Dishonesty – covers money, securities, merchandise and other business property losses arising from the dishonest acts of employees
- Depositors Forgery – protects your bank account against loss by forgers or alteration of outgoing checks, drafts or notes
- Loss Inside the Premises – covers theft, destruction or disappearance of money or securities within your premises or banking premises
- Loss Outside the Premises – covers theft, destruction or disappearance of money or securities outside your premises in the care and custody of a messenger
- Computer Fraud – insures against loss of money, securities and property other than money and securities by “computer fraud” defined as theft of property following and directly related to the use of any computer to fraudulently cause a transfer of property from inside the premises or banking premises to a person or place outside those premises
- Money Orders and Counterfeit Papers – acceptance of any money order that is not paid upon presentation and counterfeit United States or Canadian paper currency that is acquired during the regular course of business
- **Separately Bonded Employee Exclusion Deleted**

Coverage	Limit	Deductible
Scheduled Property & Equipment	\$906,485	\$1,000
Unscheduled Equipment (Not to exceed \$5,000 any one item)	\$40,000	\$1,000
Leased or Rented Items (per item)	\$50,000	\$1,000
Newly Acquired Contractors Equipment	\$250,000	\$1,000
Rental Expense	\$5,000	\$1,000
Loss to any one Replacement Item	\$100,000	\$1,000
Flood Limit of Insurance	Included	\$25,000
Earth Movement Limit of Insurance	Included	\$25,000
Valuation	Actual Cash Value	

Description of Coverage

- Provides coverage for equipment damaged or destroyed due to a covered cause of loss. Subject to policy terms, conditions and exclusions. This type of coverage allows for the protection to follow the specific piece of equipment rather than have it solely protect equipment when stored on a covered property on the location schedule.

Contractors' Equipment Schedule

ITEM #	YEAR	MAKE/MODEL	DESCRIPTION	IDENTIFICATION NUMBER	DEPARTMENT	COST NEW
1	1996	New Holland	Tractor	037300B	Electric	\$40,000
2	2009	Yan Mar	Excavator	S0920B	Electric	\$35,810
3	1976	Ford 3600 CA2130	Tractor	C515940	Electric	\$10,000
4	2004	Ditch Witch 3700DD	Tractor	3Y0541	Electric	\$10,000
5			Power Generator		Electric	\$270,000
6		Vermeer	Trenching Tractor	1VRM112LXX1001608	Electric	\$35,000
7	1980	UNAVAILABLE	Trailer, Reel Hauler	3768	Electric	\$2,000
8	1980	UNAVAILABLE	Trailer, Reel Hauler	3768	Electric	\$2,000
9		Suzuki	ATV	JSAAAK421W2104984	Police	\$1,000
10	1999	Vermeer	BC 1800A	1844	Street	\$32,000
11		Massey Ferguson 1240	Tractor	JH-F5305	Street	\$12,000
12		Leeboy 300-1		664	Street	\$8,000
13	2014	Vermeer, BC1500	Chipper	1VR2161V2E1006130	Street	\$10,000
14		S630	S630 A71 STD	AHGL12877	Street	\$34,048
15		74	74" CI Bucket W/ Teeth		Street	\$1,003
16		74IG	74" Industrial Grapple	AF0H05686	Street	\$3,011
17	1997	310SE	Backhoe	T0310SE828530	Water	\$45,000
18		Leroi International	Air Compressor	Q185DJE	Water	\$16,000
19	1997	Water Jet Modle #747	FR-200	7212	Water	\$22,000
20		Leroi 185	Air Compressor	3217X1727	Water	\$5,000
21	1989	Sreco RSR516TR		L891738	Water	\$6,000
22	1997	Sew er Equipment 747- FR2000		7212	Water	\$7,200
23	2015	Argus	Storm Image Camera	MI-320-3-STORM	Public Works	\$7,180
24	2015	Lifpak			Fire	\$31,464
25	2015		Weather Siren		Fire	\$12,851
26	2015		Gym Equipment		Recreation	\$19,207
27	2015	John Deere	Turf Mower		Public Works	\$17,477
28	2015		Basketball Goals		Recreation	\$10,396
29		Vactron LP533SDT	VAC System	5HZBF1629DLED1141	Water	\$49,904
30		Verisight	Sew er Camera	VPC-0610/VP60	Water	\$10,000
31		Emergency Portable Equipment				\$40,000

Contractors' Equipment Schedule Continued

ITEM #	YEAR	MAKE/MODEL	DESCRIPTION	IDENTIFICATION NUMBER	DEPARTMENT	COST NEW
32		(20) Motorola APX6000 700/800 Model 2.5	Portable Radio		Police	\$45,390
32a		(20) AES Encryption	Portable Radio - Accessory		Police	\$7,125
32b		(20) 3Y Essential Service	Portable Radio - Accessory		Police	\$2,200
32c		(20) Astro Digital CAI operation	Portable Radio - Accessory		Police	\$7,725
32d		(20) TMDA operation	Portable Radio - Accessory		Police	\$6,750
32e		(20) Smartzone operation	Portable Radio - Accessory		Police	\$18,000
32f		(20) P25 99600 Baud trunking	Portable Radio - Accessory		Police	\$4,500
33		(20) Motorola Battery Pack	Portable Radio - Accessory		Police	\$2,480
34		(20) Motorola Plus RSM 3.5MM	Portable Radio - Accessory		Police	\$1,520
35		(20) Motorola Charger Single Unit	Portable Radio - Accessory		Police	\$2,400
36		(1700) Subscriber Programming	Portable Radio - Accessory		Police	\$1,700
37		(20) Motorola Carry Case	Portable Radio - Accessory		Police	\$1,144
TOTAL						\$906,485

Coverage	Limit
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Tenants Fire Legal Liability	\$100,000
Medical Payments	Excluded
Abuse or Molestation	
Each Offense	\$1,000,000
Aggregate	\$1,000,000
Limited Pollution Coverage	Included
Sewage Back-Up Limit	\$1,000,000
Failure to Supply Services	\$1,000,000

Description of Coverage

- Provides coverage for damages due to bodily injury and property damage caused by an occurrence during the policy period that you become legally obligated to pay. Subject to policy terms, conditions and exclusions.
- Defense costs are in addition to the Limit of Liability
- Including:
 - Blanket Additional Insured
 - Blanket Waiver of Subrogation
 - Punitive Damages are included where allowed by State Law
- Definition of insureds includes Public Entities; Owners, Managers or Lessors of Premises; Elected or Appointed Officials; Lessors of Equipment; Board Members; Watercraft Users; Employees and Volunteer Workers

	Limit	Deductible
General Aggregate	\$3,000,000	
Each Wrongful Act	\$1,000,000	\$1,000
Retro Date	May 1, 1988	

Description of Coverage

- Provides coverage for liability of an employer for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefit programs or administrative errors.

Coverage	Limit	Deductible
General Aggregate	\$2,000,000	
Each Wrongful Act	\$1,000,000	\$10,000

Description of Coverage

- Provides coverage for the premises and operations exposures and the professional liability of law enforcement agencies. Covers amounts any protected person is legally required to pay as damages for covered injury or damages that result from the conduct of law enforcement duties and is caused by a wrongful act including but not limited to:
 - Bodily Injury, Personal Injury or Property Damage
 - Authorized Moonlighting
 - Canine & Equine Exposures
 - False Arrest, Detention or Imprisonment
 - False or Improper Service of Process
 - Handling and treatment of corpses and dispensing of medication
 - Injury due to the use of Mace, Pepper Spray or Tear Gas
 - Mental Anguish, Emotional Distress, Humiliation
 - Mutual Aid Agreements
 - Violation of Civil Rights protected under any Federal, State or Local Law

Coverage- Claims Made	Limit	Deductible
General Aggregate	\$2,000,000	
Each Wrongful Act	\$1,000,000	\$10,000
Non-Monetary Injunctive Relief	\$10,000	10%
Key Employee Coverage	\$25,000	10%
Retro Date	September 1, 1988	

Description of Coverage

- Provides coverage for damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties and is caused by a wrongful act. This policy specifically protects officers and professionals of the city for Errors and Omissions committed while performing duties for the city.
- Non-Monetary Injunctive Relief covers costs and expenses to comply with an order, judgment or award of injunctive or other equitable relief
- Key Employee coverage covers special expenses related to the replacement of key employees in the event of a death or medically confirmed situation that results in their resignation or retirement.

Coverage- Claims Made	Limit	Deductible
General Aggregate	\$2,000,000	
Each Wrongful Act	\$1,000,000	\$15,000
Retro Date	September 1, 1988	

Description of Coverage

- Provides coverage for damages (other than bodily injury or property damage) any insured is legally required to pay for covered employment loss that results from a wrongful employment practice offense, such as wrongful termination, discrimination, and sexual harassment. Subject to policy term, conditions and exclusions.

Coverage	Symbol*	Limit	Deductible
Liability Combined Single Limit	1	\$1,000,000	
Uninsured / Underinsured Motorists – Added on to At Fault	2	\$100,000	
Medical Payments	2	\$5,000	
Physical Damage	10*	See Attached Automobile Schedule	
Hired Car Physical Damage	8	ACV	Comprehensive \$1,000 Collision \$1,000
*For more information regarding Automobile Ratings, please see the Insurance Definitions Page.			

Description of Coverage

- Liability protects your business in the event of an accident or injury involving your vehicles and your employees while driving owned vehicles. Non-owned Coverage protects you should an employee be involved in an accident while on company business while driving a vehicle not owned by you. Hired Car Coverage responds to accidents involving a rented vehicle or vehicle leased for less than one year.
- Uninsured / Underinsured Motorists
 - Provides coverage for your damages and injuries caused by another driver who does not have any insurance or does not have enough insurance to coverage your damages or injuries. Under the new law, *effective January 1, 2009*, you have two coverage options:
 - Added on to At-Fault – allows you to collect the limits from the at-fault driver's policy PLUS the limit of your policy, up to the loss limit or coverage limit (whichever comes first) with no reduction of limits
 - Reduced by At-Fault – reduces your Underinsured limit by the amount paid by the at-fault driver's insurance. This is the coverage your have carried in the past.
- Physical Damage
 - Comprehensive and Collision Coverage applies to the scheduled vehicles where there is a deductible limit.
 - Comprehensive Deductible \$1,000 / Collision Deductible \$1,000
 - Hired Car Physical Damage provides Comprehensive and Collision coverage for vehicles hired that are used in your business.
 - *Symbol 10 – Comprehensive Coverage applies to all owned autos except the following:
 - 2002 Ford Explorer #1FMZU63E52UA34075
 - 2000 Ford F-550 #1FDAF56F2YEA71609
 - 1986 Ford F-350 #1FT4H36H1GNA38947
 - 1992 International #1HVBPLN3NH438890
 - 1999 Ford F-150 #1FTRF18L0XNA90452
 - 1998 GMC Safari #1GTDL19W1WB539133

Statutory Cap Limits of Coverage Endorsement

Coverage	Limit
Georgia Bodily Injury Each Person Statutory Cap Limit	\$500,000
Georgia Bodily Injury Statutory Cap Total Limit	\$700,000
Georgia Property Damage Statutory Cap Limit	\$50,000

Description of Coverage

- The statutory cap limits endorsement is designed to protect the city and is written specifically to address Georgia Law. The statutory cap endorsement is structured to amend policy limits to the cap amount so the cap limit is not inadvertently waived.

Business Automobile Schedule

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYSICAL DAMAGE	COST NEW
AUTO SCHEDULE						
1	2002	Ford Explorer	1FMZU63E52UA34075	City Engineer	N	\$27,780
2	2017	Ford Explorer	1FM5K8B80HGC78087	City Engineer	Y	\$27,141
3	2015	Ford F-150 4x2	1FTEX1C81FFB25443	Code Enforcement	Y	
4	2014	Ford Escape	1FMCU0F79EUD95393	Code Enforcement	Y	\$20,471
5	2014	Ford F-150	1FTEX1CM0EFC16778	Code Enforcement	Y	\$22,022
6	2012	Ford F-150	1FTEX1CM9CFD01714	Code Enforcement	Y	\$20,325
7	1986	Ford F-350 4x4	1FTHF36H1GNA38947	Electric	N	
8	2005	Ford F-150 Super Cab	1FTRX12W15NB80612	Electric	Y	\$24,475
9	2005	Ford F-150 Super Cab	1FTRX12WX5NB80611	Electric	Y	\$24,475
10	2004	Ford Ranger	1FTYR10U54PA50312	Electric	Y	\$8,000
11	2011	International 4300 Versalift	1HTMMAAL7BH394270	Electric	Y	\$72,343
12	2008	GMC C8500 Altec Bucket Truck	1GDM8C1A68F407568	Electric	Y	\$72,595
13	2000	Ford F-550	1FDAF56F2YEA71609	Electric	N	\$29,820
14	2005	ALTEC D2050TR	1GBP7C1C95F530867	Electric	Y	\$42,925
15	2016	Freightliner	1FVACXDT8GHHG1270	Electric	Y	\$170,611
16	2016	Ford Escape	1FMCU0G93GUB00422	Police	Y	
17	2019	Freightliner M2-106	3ALHCYFE5KDKK7338	Electric	Y	\$267,124
18	2006	Ford Expedition	1FMPU16566LA75901	Fire	Y	\$38,285
19	2017	Ford F-250	1FT7W2B69HEB61861	Fire	Y	\$32,364
20	2015	Ford F-250	1FT7W2B69FEA70649	Fire	Y	\$33,952
21	2007	Ford F-150	1FTRX12W57NA40744	Fire	Y	\$33,465
22	2013	Chevy Tahoe	1GNLC2E07DR289783	Fire	Y	\$35,000
23	2008	Dodge Charger	2B3KA43H88H138683	Fire	Y	\$24,905
24	2015	Ford F-250	1FT7W2A64FED29999	Fire	Y	\$24,078
25	2015	Ford Explorer	1FM5K7B84FGC51420	Fire	Y	
26	1992	International 3000 SERIES 38 (6 CYL)	1HVBPLN3NH438890	Fire	N	
27	1992	E-ONE 4900 4X2 FIRE TRUCK	1HTSDPCR3NH433730	Fire	Y	\$50,000
28	2006	Pierce Pumper, Dash (R) Series DDC Series 60, 14.0L FIRE TRUCK	4P1CD01H66A006000	FIRE	Y	\$300,000
29	2007	Pierce Ladder Truck	4P1CD01H37A007039	FIRE	Y	\$750,000

Business Automobile Schedule

Continued

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYSICAL DAMAGE	COST NEW
AUTO SCHEDULE						
30	2008	Pierce Velocity Fire Truck	4P1CV01H87A007258	Fire	Y	\$375,000
31	2010	Ford E-450	1FDXE4FP4ADA01945	Fire	Y	\$123,000
32	2007	Ford F-150	1FTRX12W37NA40743	Fire	Y	\$33,465
33	2014	Chev Impala Silver	2G1WA5E35E1174271	Planning & Zoning	Y	\$18,527
34	1998	GMC	1GTDL19W1WB539133	Police	N	
35	2001	Ford E350	1FBNE31L41HA47833	Police	Y	\$25,985
36	2015	Ford Explorer PI SUV	1FM5K8AR8FGA21217	Police	Y	\$26,118
37	2015	Ford F-250	1FT7W2B66FEA88462	Electric	Y	\$30,833
38	2015	Dodge Charger	2C3CDXKT9FH903208	Police	Y	
39	2015	Dodger Charger	2C3CDXKT0FH903209	Police	Y	
40	1999	Ford F-150 4x4	1FTRF18L0XNA90452	Police	N	\$21,405
41	2012	Chev Tahoe	1GNLC2E05CR190720	Police	Y	\$30,000
42	2010	Dodge Charger	2B3AA4CT3AH304520	Police	Y	\$29,100
43	2010	Dodge Charger	2B3AA4CT5AH148013	Police	Y	\$29,100
44	2010	Dodge Charger	2B3AA4CT6AH240506	Police	Y	\$25,900
45	2010	Dodge Charger	2B3AA4CT8AH304514	Police	Y	\$29,100
46	2010	Dodge Charger	2B3AA4CT9AH138388	Police	Y	\$29,100
47	2012	Dodge Charger	2C3CDXAT0CH230922	Police	Y	\$26,660
48	2013	Dodge Charger	2C3CDXAT0DH642808	Police	Y	\$33,380
49	2014	Dodge Charger	2C3CDXAT0EH223956	Police	Y	\$35,092
50	2012	Dodge Charger	2C3CDXAT2CH230923	Police	Y	\$32,094
51	2013	Dodge Charger	2C3CDXAT2DH642809	Police	Y	\$33,380
52	2014	Dodge Charger	2C3CDXAT2EH223957	Police	Y	\$35,092
53	2014	Dodge Charger	2C3CDXAT2EH223960	Police	Y	\$34,381
54	2012	Dodge Charger	2C3CDXAT4CH230924	Police	Y	\$32,094
55	2014	Dodge Charger	2C3CDXAT4EH223958	Police	Y	\$35,092
56	2012	Dodge Charger	2C3CDXAT6CH230925	Police	Y	\$32,094
57	2014	Dodge Charger	2C3CDXAT6EH223959	Police	Y	\$34,381
58	2013	Dodge Charger	2C3CDXAT7DH642806	Police	Y	\$33,380

Business Automobile Schedule

Continued

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYSICAL DAMAGE	COST NEW
AUTO SCHEDULE						
59	2014	Dodge Charger	2C3CDXAT8EH208184	Police	Y	\$27,787
60	2013	Dodge Charger	2C3CDXAT9DH642807	Police	Y	\$33,380
61	2013	Dodge Charger	2C3CDXAT9DH642810	Police	Y	\$33,380
62	2014	Dodge Charger	2C3CDXAT9EH223955	Police	Y	\$35,092
63	2008	Ford Crown Victoria	2FAFP71V18X141378	Police	Y	\$26,690
64	2008	Ford Crown Victoria	2FAFP71V88X141376	Police	Y	\$26,690
65	2008	Ford Crown Victoria	2FAFP71V38X141379	Police	Y	\$26,690
66	2008	Ford Crown Victoria	2FAFP71V48X141374	Police	Y	\$26,690
67	2008	Ford Crown Victoria	2FAFP71V68X141375	Police	Y	\$26,690
68	2008	Ford Crown Victoria	2FAFP71VX8X141377	Police	Y	\$26,690
69	2005	Ford Crown Victoria	2FAFP71W05X138959	Police	Y	\$24,920
70	2006	Ford Crown Victoria	2FAFP71W26X143596	Police	Y	\$25,140
71	2005	Ford Crown Victoria	2FAFP71W75X138957	Police	Y	\$24,920
72	2005	Ford Crown Victoria	2FAFP71W95X138958	Police	Y	\$24,920
73	2006	Ford Crown Victoria	2FAFP71W96X127802	Police	Y	\$25,140
74	2012	Ford Fusion	3FAHP0HG8CR342693	Police	Y	\$18,500
75	2011	Ford Fusion	3FAHP0HG9BR275407	Police	Y	\$22,000
76	2011	Ford Fusion	3FAHP0HG0BR275408	Police	Y	\$22,000
77	2011	Ford Fusion	3FAHP0HG2BR275409	Police	Y	\$22,000
78	2010	Dodge Charger	2B3AA4CT9AH304523	Police	Y	\$29,100
79	2012	Dodge Charger	2C3CDXAT3CH282657	Police	Y	\$26,551
80	2016	Ford Explorer	1FM5K8AR5GGA02108	Police	Y	
81	2016	Ford Explorer	1FM5K8AR7GGA02109	Police	Y	
82	2016	Ford Explorer	1FM5K8AR3GGA02107	Police	Y	
83	2016	Dodge Charger	2C3CDXKT9GH304309	Police	Y	\$25,420
84	2016	Dodge Charger	2C3CDXKT5GH304310	Police	Y	\$25,420
85	2017	Ford Explorer	1FM5K8AR8HGD59848	Police	Y	\$27,003
86	2019	Ford Explorer	1FM5K8AR8KGA62859	Police	Y	\$35,244
87	2019	Ford Explorer	1FM5K8AR4KGA62860	Police	Y	\$35,244

Business Automobile Schedule

Continued

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYSICAL DAMAGE	COST NEW
AUTO SCHEDULE						
88	2012	Ford Explorer	1FM5K8B87DGA22216	Property Mgr	Y	\$29,995
89	2016	Ford T-250	1FTYR1YM6GKB22415	Property Mgr	Y	\$27,050
90	2012	Ford F-150	1FTFX1CF9CFB56938	Property Mgr	Y	\$33,222
91	1997	Ford F-Super Duty	1FDLF47F1VEB42621	Public Works	Y	\$24,475
92	2015	Ford F-250	1FT7W2A64FEC81937	Street	Y	\$25,924
93	2015	Ford F-250	1FT7W2A66FEC81938	Street	Y	\$25,294
94	2012	Ford F-250 Crew Cab	1FT7X2A60CEB68298	Street	Y	\$28,231
95	2012	Ford F-250 4x4	1FT7X2B63CEB74871	Street	Y	\$33,940
96	2004	Ford F-250 Crew Cab	1FTNW20L14EA90360	Street	Y	\$27,360
97	2004	Ford F-250 Crew Cab	1FTNW20L34EA90361	Street	Y	\$22,931
98	2005	Ford F-150 Super Cab	1FTRX12W35NB80613	Street	Y	\$24,475
99	2008	Ford F-250 Crew Cab	1FTSW20548EE53891	Street	Y	\$12,000
100	2008	Ford F-250 Crew Cab	1FTSW20568EE53892	Street	Y	\$17,489
101	1996	Chevrolet Kodiak	1GBP7H1J5TJ105197	Street	Y	\$16,000
102	2015	Ford F-750	3FRXF7FJ2FV646536	Street	Y	\$29,457
103	2000	Ford E-350 w/ Bucket	1FTSE34L4YHA18188	Street	Y	\$23,740
104	2008	Ford F-550	1FDAF56R08EE56998	Street	Y	\$25,000
105	2015	Ford F- 150	1FTEX1CG3FFB00938	Water	Y	\$24,215
106	2012	Ford F350	1FT8W3B64CEB42850	Water	Y	\$38,285
107	2012	Ford F350	1FD8X3D69CEB43157	Water	Y	\$36,210
108	2008	Ford F-350	1FDWW37R28EE57014	Water	Y	\$29,820
109	2015	Ford F-350	1FT8W3B65FEB32364	Electric	Y	\$29,690
110	2008	Ford Ranger	1FTYR19058PB02351	Electric	Y	\$13,999
111	2014	Nissan Frontier	1N6BD0CT8EN772692	Water	Y	\$20,100
112	2013	Ford F250	1FT7W2B61DEA42194	Water	Y	\$35,525
113	2018	Ford Explorer PI Utility	1FM5K8AR8JGC43992	Police	Y	\$43,789
114	2018	Ford Explorer Police AWD	1FM5K8AR6JGC43991	Police	Y	\$43,789
115	2019	Chevrolet Tahoe	1GNLCDEC6KR219128	Police	Y	\$36,823

Business Automobile Schedule

Continued

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYSICAL DAMAGE	COST NEW
TRAILER SCHEDULE						
1	2011	Haulmark 7T271-TPT	1L9PU2714CG423604	Electric		\$16,125
2	2004	Better Built Utility Trailer	4MNDP162241002597	Electric		\$3,000
3	2015	Better Built Utility Trailer	4MNDP2226G1000254	Electric		\$5,000
4	2001	Hardeebilt	1B9TL15HX1X103107	Electric		\$3,000
5	1996	Tow Pro	4HDLS1228TD607320	Street		\$3,000
6	2009	Hardeebilt	1H9E030209W509128	Street		\$4,750
7	2014	Custom Heavy Haul	1L9PU2026EG423786	Street		\$2,000
8	2015	Utility Landscape	4YMUL1621FG003574	Street		\$2,000
9	2015	Utility Landscape	4YMUL1623FG002782	Street		\$2,000
10	1998	Haulmark MC610BS	4XSCB1018WG006203	Street		\$10,000

	Limit	Self-Insured Retention
Per Occurrence	\$5,000,000	\$10,000
Products-Completed Operations Aggregate	\$5,000,000	
Aggregate	\$5,000,000	

Description of Coverage

- Provides Excess Liability insurance to protect against claims in excess of the limits of underlying insurance, primary insurance or for claims covered by the Umbrella policy but not covered by the primary insurance program. Claims not covered by the primary policies are subject to the self-insured retention. Subject to policy terms, conditions and exclusions.
- Underlying Insurance Coverage
 - General Liability - \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 - Employee Benefits Liability - \$1,000,000 / \$3,000,000 Aggregate
 - Automobile Liability - \$1,000,000
 - Public Entity Management Liability - \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 - Employment Practices Liability - \$1,000,000 per Occurrence / \$2,000,000 Aggregate
 - Law Enforcement Liability - \$1,000,000 per Occurrence / \$2,000,000 Aggregate
- Exclusions of Coverage (including but not limited to)
 - Pollution Liability
 - Property Damage to Property in your Care, Custody and Control
 - Asbestos Liability
 - ERISA Liability
 - Uninsured / Underinsured Motorists
- Not Subject to Audit
- **NOTE: Higher limits are readily available. Please let us know if you wish to consider a higher level of protection.**

	Limit	Deductible
Each Claim	\$1,000,000	\$1,000
Aggregate	\$1,000,000	\$1,000
Crisis Management & Data Forensics	\$1,000,000	\$1,000
Retroactive Date	5/1/2014	
Claims-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	

Description of Coverage

- Privacy Network and Security Coverage
 - Covers and actual or alleged act, error, misstatement, misleading statement, omission, neglect, or breach or duty, which results in a breach of your network security allowing:
 - Unauthorized access to, use of or tampering with a third party's network
 - The inability of an authorized third party to gain access to your services
 - Denial or disruption of Internet service to an authorized third party
 - Identity Theft or credit/debit card fraud
 - Transmission of Malicious code
 - Unauthorized release of a third party's confidential and proprietary business information.
 - The misappropriation or disclosure of Personally Identifiable Information
 - A breach or violation of U.S. federal or state law associated with the control of Personally Identifiable Information
 - Notification of Credit Monitoring Costs
 - Data Forensics – Cost to retain a qualified firm to investigate, examine and analyze your network to find the cause, source and extent of a data breach.
 - Crisis Management – For the first 90 days after an event, this coverage will reimburse you for services performed by a public relations firm or crisis management firm, including the costs for necessary printing, advertising, and mailing.

- Accounts Receivable – Higher Limits
- Valuable Papers – Higher Limits
- Crime – Employee Dishonesty, Monies & Securities, Depositor's Forgery – Higher Limits
- Business Income / Extra Expense – Higher Limits
- Automobile Uninsured Motorists Liability – Higher Limits
- Workers' Compensation
- Fire Legal Liability – Higher Limits
- Fiduciary Liability
- Employment Practices Liability – Wrongful Termination, Discrimination, Sexual Harassment, Third Party and Wage & Hour – Higher Limits
- Flood and Earthquake – A, B, D and V Zones
- Umbrella Liability – Higher Limits
- Worldwide Coverage
- Pollution Liability / Environmental Remediation
- Ordinance or Law Coverage
- Directors & Officers Liability – Higher Limits
- Network Security and Privacy Liability – Higher Limits

Line of Coverage	AS IS	OPTIONS
Commercial Property	\$45,209	
Business Income / Extra Expense	Included	
Flood	Included	
Earthquake	Included	
Crime	\$2,575	
Inland Marine	\$3,545	
General Liability	\$40,102	
Employee Benefits Liability	\$381	
Law Enforcement Liability	\$33,602	
Public Entity Management Liability	\$14,423	
Public Entity Employment Practices Liability	\$16,903	
Commercial Automobile	\$82,172	
\$5M Umbrella	\$44,554	
Cyber Liability	\$4,257	
Total	\$287,723	

Coverage would be written through the following company(ies)		
CARRIER	COVERAGE	A.M.BEST RATING*
Travelers	All Lines Except Cyber and Crime	A++ XV
Hanover	Crime	A XV
Allied World	Cyber Liability	A XV
The rating shown is the financial rating as published by A.M. Best Company based on information filed with them in the latest calendar year. Tanner, Ballew & Maloof recommends that you carefully consider the financial rating of companies for which we have offered proposed coverage. *For more information regarding A.M. Best Company's ratings, please visit http://www.ambest.com/ratings/guide.asp.		

Coverage	Down Payment	Installments
All Lines Except Cyber Liability & Crime	25%	3 Quarterly Installments
Cyber Liability and Crime	100%	

NOTE

- Down payment is due and is to be collected on the date coverage is bound. Any changes in coverage or exposures and resulting premium revisions will be adjusted on the first installment billing.
- All installment billings will be paid no later than their due date. Any premiums that are not paid within 30 days will prompt a 10 day notice of cancellation for non-payment of premiums to be mailed to you and all certificate holders.
- All voluntary (payroll reporting form) and final audits will be questioned and returned to our agency or paid within 15 days.

The following items are needed in order to bind coverage:

- Signed and Completed Terrorism Acceptance/Rejection Form
- Completed and Signed Employment Practices Liability Application
- Signed Uninsured/Underinsured Selection/Rejection Form
- A fully completed and signed Travelers application

- It is important for you to advise Tanner, Ballew and Maloof, Inc. of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risk on the basis of the information provided. Any variation of these details could lead to complication in the event of a loss. Changes to your risk profile may include, but are not limited to:
 - Changes of personnel affecting responsibility for insurance decisions
 - Personnel traveling overseas/on temporary assignment overseas/working on a military base
 - Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure
 - Purchase, construction or occupancy of new premises, alteration, vacating the premises or temporary vacancy
 - Increase in values of building or personal property for both scheduled and unnamed locations
 - Removal of business personal property or stock to a new or temporary location
 - Addition of a new location, equipment or vehicles, whether hired, leased or borrowed
 - Change in processes, occupancy, products or business operations
 - Employment of personnel in states in which you were not previously doing business in
- Please visit our website at www.tbmins.com and click on Client Services for the following items:
 - Report a claim
 - Request Automobile ID Cards
 - Request a Certificate of Insurance
 - Add/Delete a vehicle

COMMITMENT TO EXCELLENCE

STEPHEN M. MALOOF, ARM

smaloof@TBmins.com

Account Executive

404.917.1919

RYAN M. McLAUGHLIN, CPCU, CIC

rmclaughlin@TBmins.com

Account Executive

404.917.1935

JAIME BURNS, AAI, CISR

jburns@TBmins.com

Account Manager

404.917.1924

LAKIN SNAVELY, CISR

lsnavely@TBmins.com

Account Manager

404.917.1911

TODD BROWN, AIC

tbrown@TBmins.com

Claims Manager

404.917.1926

BOB BROOKS, AAI

bbrooks@TBmins.com

CFO

404.917.1927

www.TBmins.com

- **Actual Cash Value (ACV)** – The value of the damaged or destroyed property less the depreciation of the damaged property.
- **Aggregate Limit** – The maximum amount an insurer will pay under a policy in any one policy period.
- **Agreed Value** – The Agreed Value Endorsement suspends the coinsurance clause.
- **Blanket Insurance** – Insurance covering multiple items of property as a group. Covered property may be at one location or several.
- **Coinsurance** – A policy provision requiring the insured to carry insurance equal to a specific percentage of the value of the property covered. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

The Coinsurance Formula:

$$((\text{Amount of Insurance Purchased}) / (\text{Amount Required})) \times (\text{Amount of Loss}) = (\text{Amount Paid})$$

- **Deductible** – Amount of a loss that the insured is held responsible for paying
- **Occurrence** – An event that results in an insured loss. In some lines of business, such as liability, an occurrence is distinguished from accident in that the loss doesn't have to be sudden and fortuitous and can result from continuous or repeated exposure which results in bodily injury or property damage neither expected nor intended by the insured.
- **Percentage Deductible** – Often seen in Windstorm and Earthquake policies, the percentage shown in the declarations is multiplied by the total limits of insurance applicable to all covered property that suffered loss or damage.

Example:

\$1,000,000 building with a 2% Percentage Deductible suffers a \$100,000 loss.

2% X \$1,000,000 = \$20,000 Deductible

\$100,000 - \$20,000 = \$80,000 paid by insurance

- **Replacement Cost** – The dollar amount needed to replace damaged property without deducting for depreciation limited by the maximum dollar amount shown on the declarations page of the policy
- **Retroactive Date** – The date that defines the extent of coverage in time under claims-made liability policies. Claims resulting from occurrences prior to the policy's stated retroactive date are excluded.
- **Self Insured Retention (SIR)** – A dollar amount specified in an insurance policy that must be paid by the insured before the insurance policy will respond to the loss. SIR's are often seen on Umbrella policies and only apply if a loss covered by the Umbrella policy is not covered by an underlying policy.

	Description of Covered Auto Designation Symbols
Symbol 1	Any "Auto"
Symbol 2	Owned "Autos" Only
Symbol 3	Owned Private Passenger "Autos" Only
Symbol 4	Owned "Autos" Other Than Private Passenger "Autos" Only
Symbol 5	Owned "Autos" Subject to No-Fault
Symbol 6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law
Symbol 7	Specifically Described "Autos"
Symbol 8	Hired "Autos" Only
Symbol 9	Non-owned "Autos" Only
Symbol 10	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only

2018 Versus 2019 Premium Comparison

	<u>2018 Exposures</u>	<u>2019 Exposures</u>	<u>2018 Premium</u>	<u>2019 Premium</u>	<u>2018 Rates with</u> <u>2019 Exposures</u>
PROP - BI/EE - IM	\$30,283,465	\$30,073,770	\$47,570	\$48,754	\$47,241
CRIME	\$500,000	\$500,000	\$2,575	\$2,575	\$2,575
GENERAL LIAB	\$37,148,418	\$39,760,878	\$38,277	\$40,102	\$40,969
EMP BEN LIAB	168	168	\$381	\$381	\$381
LAW ENF LIAB	36	36	\$31,532	\$33,602	\$31,532
EPL	168	168	\$16,626	\$16,903	\$16,626
PUB ENT LIAB	\$37,148,418	\$39,760,878	\$14,679	\$14,423	\$15,711
AUTO	115	121	\$71,787	\$82,172	\$75,532
CYBER	\$1,000,000	\$1,000,000	\$4,257	\$4,257	\$4,257
UMBRELLA	\$37,148,418	\$39,760,878	\$49,521	\$44,554	\$53,004
TOTAL			\$277,205	\$287,723	\$287,828

0%

AVERAGE RATE

	<u>2018</u>	<u>2019</u>	<u>%</u>
PROP - BI/EE - IM	0.15708	0.16211	3%
CRIME	0.51500	0.51500	0%
GENERAL LIAB	1.03038	1.00858	-2%
EMP BEN LIAB	2,267.85714	2,267.85714	0%
LAW ENF LIAB	875,888.88889	933,388.88889	7%
EPL	98,964.28571	100,613.09524	2%
PUB ENT LIAB	0.39514	0.36274	-8%
AUTO	624	679	9%
CYBER	0.0043	0.0043	0%
UMBRELLA	0.0013	0.0011	-16%



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance Amendment Section 41-20.

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

Submitted: 04/12/2019

Work Session: 04/22/2019

Council Meeting: 04/22/2019

DEPARTMENT: City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Ordinance to Amend Section 41-20 of the Code of Ordinances of the City of Fairburn, GA.

HISTORY: Ordinances are enacted to serve as the legal directives for the city.

FACTS AND ISSUES: NA.

RECOMMENDED ACTION: Approval of Ordinance Amendment Section 41-20.

A handwritten signature in black ink, appearing to read "De'Carlon Seewood".

De'Carlon Seewood, City Administrator

A handwritten signature in blue ink, appearing to read "Elizabeth Carr-Hurst".

Elizabeth Carr-Hurst, Mayor

1 **ORDINANCE TO AMEND SECTION 41-20 OF THE CODE OF ORDINANCES OF THE**
2 **CITY OF FAIRBURN, GEORGIA, RELATING TO DISORDERLY CONDUCT, SO AS**
3 **GENERALLY CLARIFY WHAT CONSTITUTES A VIOLATION; TO INCLUDE AS A**
4 **VIOLATION THE POSSESSION OF LESS THAN ONE ONCE OF MARIJUANA; TO**
5 **PROVIDE FOR PENALTIES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR**
6 **OTHER PURPOSES**

7
8 **WHEREAS**, Section 41-20 of the Code of Ordinances of the City of Fairburn, Georgia, relating
9 to disorderly conduct, does not currently provide that the possession of less than one once of
10 marijuana is a violation; and

11 **WHEREAS**, the Mayor and City Council, pursuant to their authority to enact necessary and
12 reasonable laws and ordinances to promote and preserve the public's health, safety and welfare,
13 finds that the possession of less than one once of marijuana is best addressed within the City of
14 Fairburn by prosecution of the act as a violation of the City's disorderly conduct ordinance; and

15 **WHEREAS**, the Mayor and City Council further finds that the prosecution of this act
16 exclusively under the state statutes of the State of Georgia often results in fines and terms of
17 imprisonment that are excessive and which do not serve the interests of justice; but, instead, have
18 long term and unreasonable consequences for the individuals prosecuted and that these
19 consequences are particularly unfair and damaging to youthful offenders; and

20 **WHEREAS**, the Mayor and City Council takes notice of the increasing number of local
21 jurisdictions adopting similar ordinances; and

22 **WHEREAS**, the Mayor and City Council finds that the below amendments, revisions and
23 additions to the City's Code of Ordinances are both necessary and reasonable for the public's
24 health, safety and welfare;

25 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of
26 Fairburn, Georgia, and it is hereby ordained by the authority of same, as follows:

27 **Section 1.**

28 Section 41-20 of the City of Fairburn Code of Ordinances is hereby repealed in its entirety and
29 the following new Section 41-20 is hereby substituted:

30 **Sec. 41-20. - Disorderly Conduct.**

31
32 (a) It shall be unlawful for any person within the corporate limits of the city to ~~violate~~
33 commit any of the following provisions acts, the commission of which shall constitute disorderly
34 conduct: of this section:

1. ~~Any person who shall act~~ Act in a violent or tumultuous manner toward another ~~whereby~~
any ~~causing that person is placed in~~ to be in reasonable fear of ~~for his or her safety of his~~
life, limb or health;
2. ~~Any person who shall act~~ Act in a violent or tumultuous manner toward another ~~whereby~~
the property of any ~~causing that person is placed in~~ to be in reasonable fear that his or her
danger of being property will be destroyed or damaged;
3. ~~Any person who shall~~ Act in a manner that ~~cause, provoke or engage in~~ causes or
provokes any fight, brawl or riotous conduct as so to endanger the life, limb, health or
property of another;
4. ~~Any person who shall assemble~~ Assemble or congregate with one or more persons for the
purpose of or with the intent of engaging in unlawful gaming activity ;
5. ~~Any person who shall frequent~~ Frequent any public place with intent to obtain money
from other persons by illegal and fraudulent schemes, artifices or devices;
6. ~~Any person who assembles for the purpose of engaging~~ Carry on or aid or abet in any
fraudulent scheme, device or trick ~~to obtain any valuable thing in any place or from any~~
~~person in the city or who shall aid or abet therein~~ for the purpose of obtaining money or
some other thing of value from any person in the city;
7. ~~Any person who shall accost~~ Act in an aggressive manner towards another or force his or
her unwelcomed company upon ~~any person~~ another for the purpose of asking for money
or some other thing of value or impeding another's movements;
8. ~~Any person who frequents~~ Frequent any place where unlawful gaming or the illegal sale
or possession of alcoholic beverages, narcotics or dangerous or illegal drugs is practiced,
allowed or tolerated;
9. ~~Any person who shall use~~ Use fighting words directed towards ~~any person~~ another who
becomes reasonably outraged and ~~thus creates a~~ thereby create turmoil an unreasonable
risk to the public peace;
10. ~~Any person who shall by acts of violence~~ Act violently or threaten violence so as to
interfere with another's pursuit of a lawful occupation;

11. ~~Any person who shall congregate~~ Congregate with one or more persons in or on any public way so as to halt the flow of vehicular or pedestrian traffic and ~~who refuses~~ refuse to clear such public way when ordered by the city police or other lawful authority;
12. ~~Any person who shall disrupt,~~ Act by the use or making of excessive noise or disorderly actions, ~~the undisturbed~~ so as to disturb the lawful activities of any institution of learning, house of worship, ~~or any hospital~~ or duly authorized public body;
13. ~~Any person who shall throw~~ Discard or throw away any bottle, paper, can, glass, stick, stone, missile or any other trash, refuse or debris on public property;
14. ~~Any person who shall commit an act of public indecency tending to debauch the morals of any person.~~
15. ~~14. Any person who shall be found in a~~ Be in a state of drunkenness or intoxication or under the influence of any illegal drug upon the public rights-of-way, city or other publicly owned property or any public park or be in possession of less than one (1) once of marijuana anywhere in the city;
16. ~~Any person who commits any act against public safety, morality and decency, or who exhibits any other conduct that is manifestly disorderly that tends to disturb other persons anywhere in the city.~~

(b) Any person found in violation of this section shall be punished in accordance with section 1-15(c) of this Code; provided, however, that any person found in violation of this section due solely to being in possession of less than one (1) once of marijuana shall not be subject to any term of imprisonment but shall be subject to the following fines: \$75.00 for the first (1st) offense, \$150.00 for the second (2nd) offense, \$300.00 for the third (3rd) offense and \$450.00 for the fourth offense, and for the fourth (4th) offense may be required to attend a drug treatment program; fifth (5th) and subsequent offenses shall be punished in accordance with section 1-15(c) of this Code.

Section 2.

This ordinance shall become effective upon its approval. Any ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of the conflict.

[Signatures at Next Page]

1 **This 8th day of April, 2019.**

2 **City of Fairburn, Georgia**

3
4 _____
5 **Elizabeth Carr-Hurst, Mayor**

6
7 **ATTEST:**

8
9 _____
10 **Shana T. Moss, Interim City Clerk**

11
12 **Approved as to Form:**

13
14 _____
15 **William R. Turner, City Attorney**
16



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance Amendment to Article IV, Section 56-92 of the Code of Ordinances of the City of Fairburn, Georgia. This amendment relates to the establishment and regulations of Truck Routes within the City of Fairburn.

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

Submitted: 04/12/2019 Work Session: 04/22/2019 Council Meeting: 04/22/2019

DEPARTMENT: City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Ordinance to Amend Article IV, Section 56-92 of the Code of Ordinance relating to the establishment and regulations of truck routes within the City of Fairburn. To provide certain exceptions for truck travel on other than designated truck routes; to provide for minimum fines for violations; to provide for an effective date; and for other purposes.

HISTORY: Ordinances are enacted to serve as the legal directives for the city.

FACTS AND ISSUES: NA.

RECOMMENDED ACTION: Approval of Ordinance Amendment Article IV, Section 56-92.


De'Carlton Seewood, City Administrator


Elizabeth Carr-Hurst, Mayor

1 **ORDINANCE TO AMEND ARTICLE IV, SECTION 56-92 ET SEQ. OF THE CODE OF**
2 **ORDINANCES OF THE CITY OF FAIRBURN, GEORGIA, RELATING TO THE**
3 **ESTABLISHMENT AND REGULATION OF TRUCK ROUTES WITHIN THE CITY OF**
4 **FAIRBURN, TO PROVIDE FOR CERTAIN EXCEPTIONS FOR TRUCK TRAVEL ON**
5 **OTHER THAN DESIGNATED TRUCK ROUTES; TO PROVIDE FOR MINIMUM**
6 **FINES FOR VIOLATIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR**
7 **OTHER PURPOSES**
8

9 **WHEREAS**, pursuant to the authority of the Mayor and City Council of the City of Fairburn,
10 Georgia, to enact necessary and reasonable laws and ordinances to promote and preserve the
11 public's health, safety and welfare, said Mayor and City Council desires to provide by ordinance
12 for the regulation of truck traffic upon the City roadways in the manner as set forth below; and

13 **WHEREAS**, the Mayor and City Council finds that the below amendments, revisions and
14 additions to the City's Code of Ordinances are both necessary and reasonable for the public's
15 health, safety and welfare;

16 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of
17 Fairburn, Georgia, and it is hereby ordained by the authority of same, as follows:

18 **Section 1.**

19 Section 56-92 of the City of Fairburn Code of Ordinances is hereby repealed in its entirety and
20 the following new Section 56-92 is hereby substituted:

21 **Sec. 56-92. - Truck defined; exceptions.**

22 For purposes of this article, the term "truck" means any motor vehicle having more than
23 two axles; provided, however, the restrictions contained in this article shall not apply to the
24 following motor vehicles, which may have more than two axles: two (2) rear axle pickup
25 trucks; recreational vehicles; municipal emergency vehicles; municipal service vehicles;
26 vehicles being used pursuant to a contract with the city for the provision of municipal
27 services; and buses.

28 **Section 2.**

29 Section 56-93 of the City of Fairburn Code of Ordinances is hereby repealed in its entirety and
30 the following new Section 56-93 is hereby substituted:

31 **Sec. 56-93. - Truck routes designated.**

32 The following streets, roads, drives, and avenues, or portions thereof, as designated below,
33 shall constitute the exclusive truck routes in the city:

- 34 (1) Interstate 85.

- (2) US 29/Roosevelt Hwy/State Route 14/W. Broad Street.
- (3) State Route 74/Senoia Road (~~Fulton~~ Fairburn Industrial Boulevard to Fayette County Line)
- (4) Fairburn Industrial Boulevard.
- (5) State Route 92/Campbellton-Fairburn Road.
- (6) State Route 138 / Bev Engram Parkway.
- (7) Spence Road/State Route 92 (I-85 south to the city limits).
- (8) Oakley Industrial Boulevard.
- (9) Bohannon Road (McLarin to Oakley Industrial Boulevard).
- (10) Fayetteville Road (I-85 South to the city limits).
- (11) McLarin Road.
- (12) Laser Industrial.
- (13) East Broad Street (Word Street south to McLarin).
- (14) Impreglon Way.
- (15) Howell Avenue.
- (16) Roberts Street.
- (17) Gullatt Road (US29 to Cleckler).
- (18) Terminus Drive.
- (19) Coates Drive.
- (20) Graham Road.
- (21) Stalwart Drive.
- (22) Whitewater Place.
- (23) Word Street (from E. Broad to Green).

Section 3.

Section 56-94 of the City of Fairburn Code of Ordinances is hereby repealed in its entirety and the following new Section 56-94 is hereby substituted:

Sec. 56-94. - Truck travel restricted to truck routes; exceptions.

It shall be unlawful for a person or business entity to operate or park a truck on any city street, road, drive, or avenue which is not designated as a truck route pursuant to [section 56-93](#) of this article, except under the following circumstances:

1 (1) Any truck may travel via the most direct route possible from a designated truck route
2 to a location in the city not on a designated truck route for the exclusive purpose of local
3 pick up, delivery, repair, or other necessary business, subject to verification of such
4 purpose by ~~destination papers~~ written invoices, orders, delivery instructions, or such other
5 written documents in possession of the truck operator; provided, however, this exception
6 shall not apply in the case of a business located in a zoning district designated for
7 residential use.

8 ~~(2) Any truck owned or operated by a business may travel the most direct route possible~~
9 ~~from a truck route to the place of said business in the city, provided that this exception~~
10 ~~shall not apply in cases where businesses are located in districts zoned for residential use.~~

11 ~~(3 2) Pursuant to section 56-95 of this article, owners or operators of trucks may be~~
12 ~~issued a special permit by the police chief, or police chief's designee, allowing off route~~
13 ~~travel under special circumstances. Travel within the city pursuant to a permit issued under~~
14 ~~section 56-95.~~

15 (4 3) Trucks travel ~~otherwise~~ authorized by a contract with the city ~~to provide for~~
16 municipal services, including, without being limited to, solid waste and yard waste pick up;
17 ~~may operate on non-truck route designated streets, roads, drives and avenues.~~

18 **Section 4.**

19 Section 56-98 of the City of Fairburn Code of Ordinances is hereby repealed in its entirety and
20 the following new Section 56-98 is hereby substituted:

21 **Sec. 56-98. - Penalties.**

22 The operator, owner or lessee of any truck in violation of section 56-94 of this article shall
23 be subject to a minimum fine of \$350.00 for the first (1st) offense and a minimum fine of
24 \$450.00 for any second (2nd) or subsequent violation; provided, further, that all violations
25 of any provision of this article shall be subject to a fine not to exceed \$1,000.00, or up to
26 60 days in jail, or both.

27 **Section 5.**

28 This ordinance shall become effective upon its approval. Any ordinances or parts of ordinances
29 in conflict with this ordinance are repealed to the extent of the conflict.

30 **[Signatures at Next Page]**

1 **This 8th day of April, 2019.**

2 **City of Fairburn, Georgia**

3
4 _____
5 **Elizabeth Carr-Hurst, Mayor**

6
7 **ATTEST:**

8
9 _____
10 **Shana T. Moss, Interim City Clerk**

11
12 **Approved as to Form:**

13
14 _____
15 **William R. Turner, City Attorney**

16
17



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Fire Department training software package

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

Submitted: 04/11/2019

Work Session: 04/22/2019

Council Meeting: 04/22/2019

DEPARTMENT: Fire

BUDGET IMPACT: \$4,956.48 (Included in Fire Department's 18-19 FY Budget)
\$4,956.48 from 100-3500-52-3700

PUBLIC HEARING? () Yes (X) No

PURPOSE: The Fire Department is requesting approval to use budgeted funds in the 18-19 FY Budget to continue the contract for Target Solutions, which is the training module for the Fire Department.

HISTORY: The Fire Department has had this program since April 2016 for the purposes of training. Initially, there was a 36-month agreement which is currently set to expire. The first-year cost was \$5,244.02, with years two and three costing \$4,744.02. Per the previous contract, the fees will increase by 2.5% for all renewal agreements. The training hours that fire personnel accrue in the system allows for the them to stay current on rules, regulations and best practices. Additionally, these training hours are reviewed by the ISO evaluator during the recertification visit.

RECOMMENDED ACTION: Approval to use budgeted funds for the purpose of retaining the training software and to renew the contract with Target Solutions Learning LLC.


Elizabeth Carr-Hurst, Mayor


De'Carlon Seewood, City Administrator

Renewal Notice



Date 03-27-2019

TargetSolutions Learning LLC
4890 W. Kennedy Blvd Ste 300
Tampa FL, 33609

Bill To: Fairburn Fire Department (GA)
56 Malone St SW
Fairburn, Georgia 30213-1341

Contract Name	Account Manager	Billing Frequency	Renewal Start Date
Fairburn Fire Department (GA)	Brandy Krantz	Annual	05-11-2019

Quantity	Product	Description	Unit Price	Total
44	TargetSolutions Premier Membership Platform		\$103.67	\$4,561.48
1	TargetSolutions Maintenance Fee		\$395.00	\$395.00

Grand Total: \$4,956.48

For a copy of our W9: <http://www.vectorsolutions.com/w9/RVw9.pdf>

Please choose one of the following remittance options to make your contract renewal payment. You will be invoiced in 45 days if we do not receive your payment.

Remit Checks To:

TargetSolutions Learning, LLC
Dept 2071
PO Box 122071
Dallas, TX 75312-2071

Courier Deposits (FedEX, UPS, etc):

**Deposits received by courier may not
post same day**
Dallas Regional Lockbox
TargetSolutions Learning, LLC 892071
1501 North Plano Road, Suite 100
Richardson, TX 75081

Electronic Transfers ONLY:

Silicon Valley Bank
3003 Tasman Drive
Santa Clara, CA 95054

SWIFT code SVBKUS6S
Routing # 121140399
Account # 3301236156

We Accept Visa, MasterCard and American Express

Please contact our A/R Dept. at 866-546-1212 x1287 if you would like to make a payment via credit card.

Upon expiration of the Initial or any Renewal Term of your Client Agreement, access to the Services may remain active for thirty (30) days solely for purpose of Company's record keeping (the "Expiration Period"). Unless otherwise provided in your Client Agreement, any access to or usage of the Services following the Expiration Period shall be deemed Client's renewal of the Agreement under the same terms and conditions.

If there are any additions or changes to the billing contact information, or if a PO is required to facilitate payment, please provide the necessary information to invoicing@vectorsolutions.com.



TargetSolutions Learning LLC

10805 RANCHO BERNARDO ROAD, SUITE 200
SAN DIEGO, CA 92127-5703
877-944-6372 - TOLL FREE
858-592-6880 - DIRECT / 858-487-8762 - FAX

TS Sales Contact: Johnny Roberson

Email: johnny.roberson@targetsolutions.com

Phone: 615-766-5200

SCHEDULE A

CONFIDENTIAL

DATE of SUBMISSION

4/18/2016

LICENSE TERMS: 4/18/16-4/30/19

Proposal To:

Fairburn Fire Dept
c/o Division Chief John Fore
(678) 898-5607
jfore@fairburn.com

TargetSolutions Online Training Platform License Customized Website, Administration Tools, and Applications

DESCRIPTION	UNIT PRICE PER USER	QUANTITY (# of Users)	TOTAL
Premier Platform year 1	\$ 101.14	43	\$ 4,349.02
Premier Platform year 2 Incl. Maint Fee	\$ 101.14	43	\$ 4,744.02
Premier Platform year 3 Incl. Maint Fee	\$ 101.14	43	\$ 4,744.02
Annual Maintenance Fee	\$ 395.00	1	\$ 395.00
Optional Products and/or services:			\$ -
			\$ -
			\$ -
One Time Set Up Fee			\$ 500.00
	Initial Total Due First Year		\$ 5,244.02

NOTES: 36 month contract, billed annually each year. Notice department price listed above for each year after first year.

TargetSolutions, Inc. business proposal pricing is good for 30 days from Date of Submission listed above.



Client Agreement

This Client Agreement (the "Agreement"), effected as of the date noted in the attached Schedule A (the "Effective Date"), is by and between TargetSolutions Learning, LLC. ("TSL"), a Delaware limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. Services. TSL shall provide the following services:

1.1. Access. TSL will provide Client a non-exclusive, non-transferable, revocable, limited license to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any person designated by Client ("Users").

1.2. Availability. TSL shall use commercially reasonable efforts to display its content and coursework for access and use by Client's Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages and other outages beyond TSL's control.

1.3. Help Desk. TSL will assist Users as needed on issues relating to usage via e-mail, and a toll free Help Desk five (5) days per week at scheduled hours.

2. Client's Obligations.

2.1. Compliance. Client shall be responsible for Users' compliance with this Agreement, and use commercially reasonable efforts to prevent unauthorized access to or use of the Services.

2.2. Identify Users. Client shall (i) provide a listing of its designated/enrolled Users; (ii) cause each of its Users to complete a profile; (iii) maintain user database by adding and removing Users as appropriate.

2.3. Future Functionality. Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

3. Fees and Payments.

3.1. Fees. Client will pay for the Services in accordance with the fee schedule in Schedule A attached to this Agreement. Fees listed in Schedule A shall be increased by 2.5% per year both during the term of this Agreement, as well as for any renewal terms.

3.2. Payments. All fees due under this Agreement must be paid in United States dollars. Such charges will be made in advance, according to the frequency stated in Schedule A. TSL will invoice in advance, and such invoices are due net 30 days from the invoice date. All fees collected under this Agreement are fully earned when due and nonrefundable when paid.

3.3. Suspension of Service for Overdue Payments. Any fees unpaid for more than ten (10) days past the due date shall bear interest at 1.5% per month. With fifteen (15) days prior written notice, TSL shall have the right, in addition to all other rights and remedies to which TSL may be entitled, to suspend Client's Users' access to the Services until all overdue payments are paid in full.

4. Intellectual Property Rights.

4.1. Client acknowledges that TSL alone (and its licensors, where applicable) shall own all rights, title and interest in and to TSL's software, website or technology, the course content, and the Services provided by TSL, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client, and this Agreement does not convey to Client any rights of ownership to the same. The TSL name and logo are trademarks of TSL, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the course content in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (iii) embed the course content into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of TSL or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the source code of any TSL software.

4.3. Client hereby authorizes TSL to share any intellectual property owned by Client ("User Generated Content") that its Users upload to the Community Resources section of TSL's website with TSL's 3rd party customers and users that are unrelated to Client ("Other TSL Customers"); provided that TSL must provide notice to Client's users during the upload process that such User Generated Content will be shared with such Other TSL Customers.

5. Term.

The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the term indicated in Schedule A ("Term"). Upon expiration of the Initial Term, this agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless notice is given by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date.

6. Mutual Warranties and Disclaimer.

6.1. Mutual Representations & Warranties. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Miscellaneous.

7.1. Limitation on Liability. Except as it relates to claims related to Section 4 or Section 7.2 of this Agreement, (a) in no event shall either party be liable to the other, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect or consequential damages (including lost profits) arising out of or in connection with this Agreement; and (b) the total liability of either party for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees due to, or already paid to, TSL for the preceding twelve (12) months.

7.2. Indemnification. TSL shall indemnify and hold Client harmless from any and all claims, damages, losses and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that the Services or any component thereof infringes or violates any intellectual property right of any person.

7.3. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, TSL may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

7.4. Force Majeure. TSL shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws or regulations.

7.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the parties.

7.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

7.7. Entire Agreement. This Agreement and its exhibits represent the entire understanding and agreement between TSL and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between TSL and Client.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date set forth below.

TargetSolutions Learning, LLC

Client Name: CITY of FAIRBURN FIRE

Address: 56 MALONE ST
FAIRBURN, GA 30213

By: [Signature]
Printed Name: Stephen Hood
Title: FIRE CHIEF
Date: 5/10/16

By: [Signature]
Printed Name: Jon B. Fore
Title: Deputy Chief
Date: 5/10/16