



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
February 11, 2019  
6:00 PM

### **WORKSHOP AGENDA**

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: Keshia McCullough, City Clerk
- III. PRESENTATIONS
  1. Update on the City of Fairburn's Zoning Ordinance Mary Darby  
The Collaborative Firm, LLC
  2. United Healthcare 2019 Renewal Karen Larkin  
BKS Partners
- IV. COUNCIL DISCUSSION
- V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- VI. ADJOURN



# Zoning Ordinance Update/Rewrite

*presented to:* **Honorable Mayor Carr-Hurst and City Council**

February 11, 2019



*presented by:*



**The Collaborative Firm, LLC**



# Why Are We Updating the Zoning Ordinance?

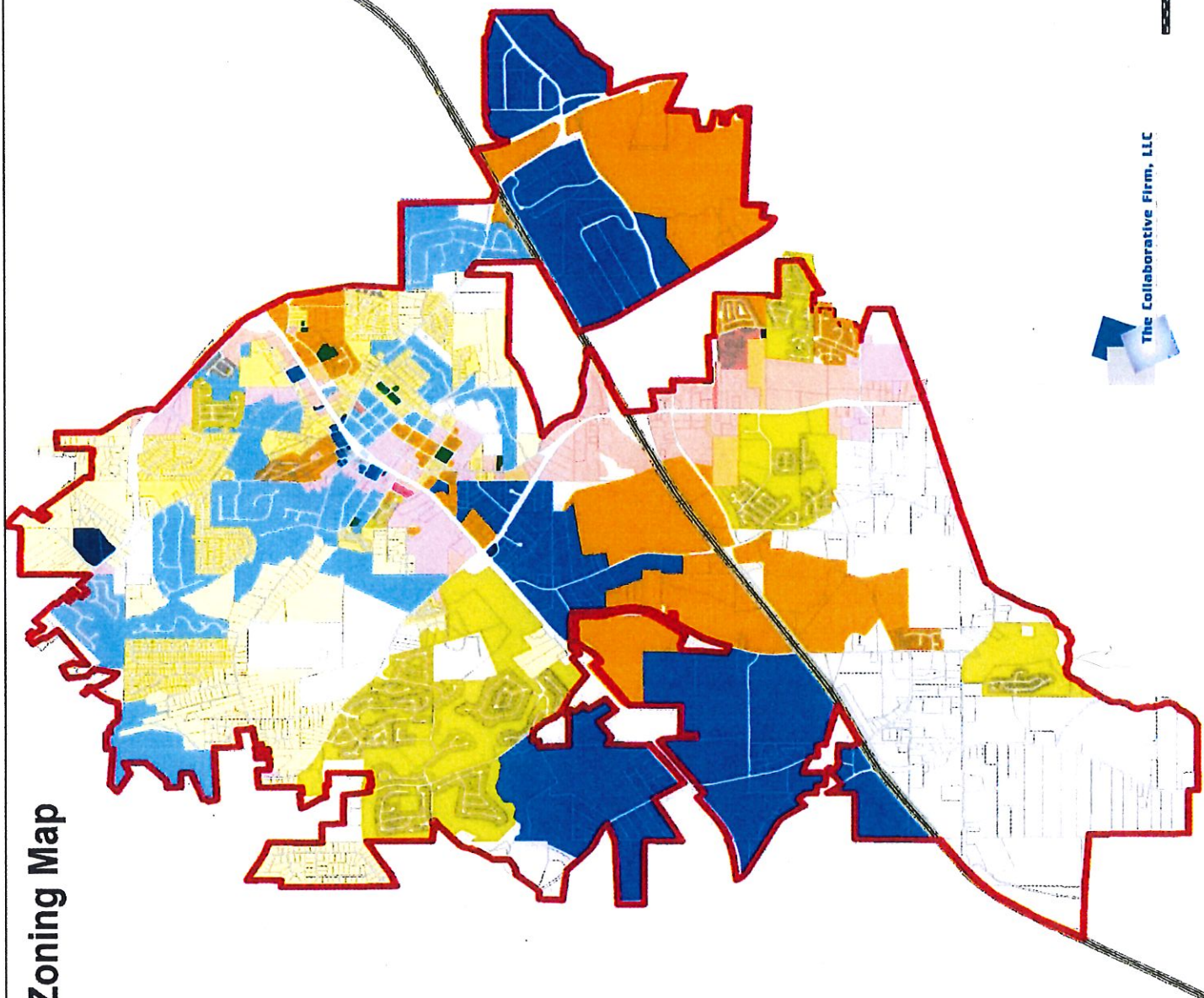
- Conventional Euclidean type document
- First adopted in 1968, with the current structure amended and adopted several times
- Grown in volume and complexity
- Become confusing and hard to use
- Comprehensive Plan was updated in 2015
- Zoning Ordinance Update will support goals and objectives of Comprehensive Plan

# City of Fairburn Zoning Map

## Legend

### Current\_Zoning

AG1	C1	C2	DC1	DC2	DP6	M1	M2	R1	R2	R3	R4	RCT	RM4	RM8	RM36	OI	PD	PS



The Collaborative Firm, LLC

0 1000 Feet

## Who Is Involved?

- Steering Committee is being formed which is made up of citizens
- The Committee membership will involve Planning & Zoning Commissioners, Board of Appeals appointees, Downtown Development Authority members and other stakeholders
- All meetings are open to the residents, citizens and other stakeholders – We want input!



## When Will The Steering Committee Kick-off?

- February 13, 2019 is the first Steering Committee Meeting
- Meetings are being scheduled to be held at City Hall or at the Fairburn Annex – other community locations are being considered as well
- There will be a total of five monthly meetings – process will conclude in the summer of 2019
- Our expectation for the first draft document is scheduled for July 2019



# Highlights of Zoning Work

Activities	Work Product/ Deliverable
<ul style="list-style-type: none"> <li>✓ Provided final Steering Committee list for Council agenda packet</li> <li>• Identified conflicts between FLUM and Zoning Map</li> <li>• Began writing sections to address each issue on the list</li> <li>• Reviewed and revised definitions</li> <li>• Analyzed zoning districts</li> <li>• Drafted zoning map based on Comp Plan Future Land Use Map</li> <li>• Created attribute tables for zoning codes vs. SIC codes</li> </ul>	<ul style="list-style-type: none"> <li>✓ Final List</li> <li>• Outline of new ZO</li> <li>• Definitions</li> <li>• Preliminary drafts of proposed zoning districts and map</li> <li>• Preliminary drafts of sections addressing top rated issues from the Master Issues List</li> <li>• Created 6 preliminary maps for analytical review</li> </ul>



# Highlights of Zoning Work Scheduled for February '2019

Date	Activities	Work Product/ Deliverable
FEB 11	✓ Council appoints Steering Committee	
FEB 6	✓ Send out Steering Committee Packets that include, Agenda: <ul style="list-style-type: none"> <li>• Introductions</li> <li>• Discussion of Goals of the ZO rewrite</li> <li>• Review of Process and Timeline</li> </ul>	
FEB 13	✓ Steering Committee Meeting #1 Agenda: <ul style="list-style-type: none"> <li>• Introductions</li> <li>• Discussion of the relationship between the Comprehensive Plan and the Zoning Ordinance</li> <li>• Presentation of Goals of the Comprehensive Plan</li> <li>• Presentation of VPS</li> <li>• Presentation of the Future Land Use Map</li> <li>• Discuss existing ZO in relationship to how well it implements the Comprehensive Plan</li> </ul>	✓ Sign in sheet ✓ Refreshments ✓ Comprehensive Plan Presentation ✓ Future Land Use Map ✓ Zoning Map
-FEB 15	✓ Steering Committee Meeting Summary ✓ Email reminder for response on issues list ✓ Update Issues to be Addressed List	Meeting Summary

# Proposed Project Schedule

Tasks	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19
Provide final Steering Committee list for Council appointment							
Conduct Steering Committee Meetings							
Provide Steering Committee Summary							
Map conflicts between FLUM and Zoning Map							
Write Definitions, sections to address each issue							
Meet with City staff to review and identify priority items							
Finalize outline of new Zoning Ordinance							
Write procedural sections of Zoning Ordinance							
Draft Zoning Ordinance							
Hold Public Hearings, City Council reviews/ changes*							
Submit Final Revisions for adoption							



THANK YOU !



The Collaborative Firm, LLC





## 2019 Benefits Renewal Presentation



BALDWIN KRYSTYN SHERMAN PARTNERS | INSIGHT BEYOND INSURANCE

## MEDICAL RENEWAL SUMMARY

The City of Fairburn's premiums are a combination of the total claims, cost of administration, premium taxes, ACA fees, and employee demographics. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds 10.1% due to medical trend. United Healthcare's experience months from 10/1/2017 thru 9/30/2018 shows a 95.4% loss ratio, which is down slightly from the prior renewal period. When added to the fixed costs of 25% and trend of 10.1%, the total combined loss ratio is 130.5%. There are also 3 ongoing large claims that have exceeded the \$75,000 individual stop loss, one of which is expected to account for nearly \$250,000 in claims for the 2019-2020 plan year.

United Healthcare's original underwriting formula called for a 21.9% premium increase. BKS Partners was able to negotiate this to 17.7% after in-depth discussions of ongoing large claims with United Healthcare's underwriters. This offer also includes a \$5,000 annual wellness fund. The 17.7% increase is justified based on the claims history over the past year as well as ongoing large claims, especially in light of the October 2018 claims. However, due to adverse claims last year that resulted in a high increase for the City and the Employees, we felt that it was in the City's best interest this year to check the market to see if there are any competitive alternatives outside of United Healthcare (see below for RFP responses).

It is recommended that the City continue offering the Opt-Out Stipend, the Health Reimbursement Arrangement which pays \$2,000 towards the individual in-network deductible and \$4,000 towards the family deductible (possible recommended changes to this depending on final plan decision), and also continue with the spousal surcharge for employees who cover their spouses that have coverage available through their own employers.

## MARKET SYNOPSIS

### AETNA

For their most comparable plan option to the current UHC plan, Aetna is coming in 20.16% above the current. They do have a \$2,000 100% plan option where the majority of services are subject to the deductible and comes in 4.62% above current. However, Aetna does not offer an integrated HRA, so members would have to pay for claims up front and submit for reimbursement. Also, with almost all services being subject to the deductible, HRA utilization would increase.

Fairburn would have to remove the current integrated HRA and move to a January 1st renewal date.

### GEORGIA MUNICIPAL ASSOCIATION

### HEALTHSCOPE (self-insured TPA)

For a traditional self-insured option utilizing Aetna's PPO network, the expected cost is coming in at 20.2% above current. They also offer Reference-Based Pricing options in which there are no networks for hospitals and facilities, and a third party works to negotiate Medicare reference-based prices. Under these plans, since there are no networks, hospitals and facilities are not under contract and therefore do not have to accept these reduced fees. Savings potential is high, however there will also be employee disruption due to the way hospitals and facilities are paid under this type of plan.

### HUMANA

For their most comparable plan option to the current UHC plan, Humana is coming in 26.2% above current. They do have some copy-only plan options that would eliminate the need for the Health Reimbursement setup and would offer savings from UHC's renewal. Humana also offers a wellness program (Go365) which would help the City earn up to an 8% discount on the 2020 renewal.

### ANTHEM (formerly BCBS of GA), CIGNA & KAISER

**DECLINED TO QUOTE:** Based on uncompetitive rates with United Healthcare's initial renewal offer, Anthem, Cigna and Kaiser all declined to provide a quote.



## DENTAL, VISION & FSA RENEWAL SUMMARY

The initial Ameritas renewal offer included no increase on Vision and a 4% increase on Dental. After negotiations, Ameritas has agreed to hold the current Dental rates for the upcoming plan year, so there will be no increase on either benefit. However, United Healthcare, along with Aetna and Humana, offer a discount on the Medical premiums if you add Dental and Vision. With the high Medical increase this year, it may be beneficial to the City to make a change. The other benefit of doing this is it reduces the number of bills for the City and insurance providers for the Employees.

For 2019, the IRS limits for medical FSA (flexible spending accounts) contributions increased from \$2,650 to \$2,700. We recommend that the City continue to allow employees to increase their contributions to this fund. The City currently has 44 enrolled in the medical FSA and 1 enrolled in the dependent care FSA. This has grown over time due to the open enrollment support we receive from Admin America, a local third party administrator who manages this program on behalf of the City. Their team has been very supportive and provide excellent customer service to the employees and their families at the City. Admin America also provides COBRA administration for the City.

## MARKET SYNOPSIS

### UNITED HEALTHCARE

United Healthcare will offer a discount of roughly 3% off their Medical rates if you add Dental and Vision. Potential annual savings, depending on Medical plan decision, comes out to between approximately \$43,000 - \$45,000.

### AETNA

Aetna is the most competitive Dental alternative, coming in almost 8.5% below current rates. Vision is also over 20% below current. There would be a 2.5% reduction on the Medical premium if sold together. If Medical is not sold with Aetna, it would be more beneficial for the City to place the Dental and Vision with the chosen Medical carrier.

### ANTHEM (formerly BCBS of GA)

Anthem's Dental rates are not competitive with Ameritas. While their Vision rates are competitive, the City would see greater savings by placing the Dental and Vision with the Medical carrier.

### EYEMED (vision only)

EyeMed's Vision rates are competitive, however the City would see greater savings by placing the Vision with the Medical carrier. If the City wanted to keep the Dental with Ameritas, EyeMed would be

### GUARDIAN

Guardian is competitive on Dental, coming in 2% below Ameritas's rates for a comparable plan. They are also matching the current Vision rates. However, the savings potential is still the greatest if the Dental and Vision is placed with the Medical carrier.

### HUMANA

Humana is the most competitive Vision alternative, coming in 25% below the current rates. Their Dental premium is coming in very close to current overall. Humana will offer a 2% discount off their Medical rates if you also add Dental and Vision.

### PRINCIPAL

Principal's Dental rates are not competitive with Ameritas. While their Vision rates are competitive, the City would see greater savings by placing the Dental and Vision with the Medical carrier.



# City of Fairburn

## Medical Benefits & Rates - Includes 2% discount for moving Dental/Vision to UHC

	UHC CURRENT: AR-1J w/Rx UG	UHC RENEWAL: UHC BB-1B w/Rx UG	UHC RECOMMENDED OPTION: BB-Z5 w/Rx UG
	In-Network Benefits		
Carrier Coinsurance	100%	100%	100%
Annual Deductible (Individual / Family)	\$2,000 / \$4,000	\$2,000 / \$4,000	\$2,500 / \$5,000
Annual Out-of-Pocket Limit (Ind. / Fam)	\$5,000 / \$10,000 (includes deductible & copays)	\$5,000 / \$10,000 (includes deductible & copays)	\$6,000 / \$12,000 (includes deductible & copays)
	Monthly Rates		
	Employee	City of Fairburn	Total
Employee Only	\$57.46	\$517.10	\$574.56
Employee & Spouse	\$284.83	\$858.16	\$1,142.99
Employee & Child(ren)	\$262.04	\$823.97	\$1,086.01
Family	\$512.22	\$1,199.25	\$1,711.47
TOTAL MONTHLY COST	\$28,788.59	\$102,218.93	\$131,007.52
% Change from Current			
	14.74%	14.74%	14.74%
ANNUAL TOTALS	\$ 345,463.10	\$ 1,226,627.14	\$ 1,572,090.24
ANNUAL CHANGE FROM CURRENT			
	\$ 50,927.88	\$ 180,826.92	\$ 231,754.80
Opt-Out Stipend	\$0.00	\$55,200.00	\$55,200.00
Annual HRA Cost	\$0.00	\$86,149.31	\$86,149.31
TOTAL COMBINED ANNUAL MEDICAL PREMIUM, OPT-OUT STIPEND & HRA COST	\$ 345,463.10	\$ 1,367,976.45	\$ 1,713,439.55
Total Additional Annual Cost	\$ 50,927.88	\$ 209,477.61	\$ 260,405.49
	\$ 33,792.10	\$ 148,633.43	\$ 182,425.53

NOTES: All numbers are based on current enrollment counts and are subject to change. City/Employee Contributions assume that City of Fairburn will continue to pay 90% of the Employee Only cost and 60% for dependents. The Opt-Out Stipend assumes 23 employees who are eligible and declining Medical coverage, at a stipend of \$200 per month.

\*\$136,320 was the estimated total annual HRA expense for the 2018 calendar year (32% of total exposure based on 2018 renewal enrollment counts).

\*\*\$114,800 is the estimated total annual HRA expense for the 2019 calendar year (28% of total exposure based on current enrollment counts).



# City of Fairburn

## Medical Benefits & Rates

	UHC CURRENT: AR-11 w/Rx UG	UHC RENEWAL: UHC BB-1B w/Rx UG	UHC OPTION 1: BB-Z5 w/Rx UG
Carrier Coinsurance	100%	In-Network Benefits 100%	100%
Annual Deductible (Individual / Family)	\$2,000 / \$4,000	\$2,000 / \$4,000	\$2,500 / \$5,000
Annual Out-of-Pocket Limit (Ind. / Fam) (includes deductible & copayments)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$6,000 / \$12,000
Primary Care Provider Office Visit Copay	Designated Network: \$30 / Network: \$30	Designated Network: \$30 / Network: \$30	Designated Network: \$30 / Network: \$30
Specialist Care Provider Office Visit Copay	Designated Network: \$60 / Network: \$90	Designated Network: \$60 / Network: \$90	Designated Network: \$60 / Network: \$90
Hospital Emergency Copay	\$350	\$350	\$350
Urgent Care Copay	\$100	\$100	\$100
Outpatient Lab, X-Ray & Diagnostics - Freestanding/Physician's Office - Hospital-Based Lab	Covered at 100% Covered at 100%	Covered at 100% Covered at 80% (no deductible)	Covered at 100% Covered at 80% (no deductible)
Inpatient Facilities - Designated Network - Network:	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met
Outpatient Facilities - Surgical Center/Physician's Office - Hospital-Based Surgical Center	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met
Major Diagnostic Testing - Free-Standing/Physician's Office - Hospital-Based Diagnostic Center	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met
Carrier Coinsurance	80%	Out-of-Network Benefits 80%	70%
Annual Deductible (Individual / Family)	\$4,000 / \$8,000	\$4,000 / \$8,000	\$5,000 / \$10,000
Annual Out-of-Pocket Limit (Ind. / Fam)	\$10,000 / \$20,000	\$10,000 / \$20,000	\$10,000 / \$20,000
Rx Tier 1 Copay	\$15.00 (2.5x for Mail Order)	Pharmacy Benefits \$15.00 (2.5x for Mail Order)	\$15.00 (2.5x for Mail Order)
Rx Tier 2 Copay	\$45.00 (2.5x for Mail Order)	\$45.00 (2.5x for Mail Order)	\$45.00 (2.5x for Mail Order)
Rx Tier 3 Copay	\$85.00 (2.5x for Mail Order)	\$85.00 (2.5x for Mail Order)	\$85.00 (2.5x for Mail Order)
Rx Tier 4 Copay	\$125.00 (2.5x for Mail Order)	\$125.00 (2.5x for Mail Order)	\$125.00 (2.5x for Mail Order)
Employee Only	Employee	Monthly Rates Employee	Employee
Employee & Spouse	Fairburn	City of Fairburn	Fairburn
Employee & Child(ren)	Total	Total	Total
Family	\$57.46	\$65.93	\$63.08
	\$284.83	\$326.82	\$312.69
	\$262.04	\$300.67	\$287.67
	\$512.22	\$587.73	\$562.32
	\$1,199.25	\$1,376.04	\$1,316.56
	\$1,711.47	\$1,963.77	\$1,878.88
TOTAL MONTHLY COST	\$28,788.59	\$33,032.58	\$31,604.60
	\$102,218.93	\$117,287.84	\$112,217.49
	\$131,007.52	\$150,320.42	\$143,822.09
% Change from Current	14.74%	14.74%	9.78%
ANNUAL CHANGE FROM CURRENT	\$ 50,927.88	\$ 180,826.92	\$ 33,792.10
	\$ 231,754.80	\$ 119,982.74	\$ 153,774.84



# City of Fairburn

## Dental Benefits & Rates

Ameritas Dental Plan - CURRENT & RENEWAL		United Healthcare - OPTION 1 (2-year rate guarantee)	
		Benefits	
Annual Maximum		\$2,000 per member	\$2,000 per member
Orthodontia Lifetime Max (adult & child)		\$2,000 per member	\$2,000 per member
Individual/Family Deductible		\$50 / \$150	\$50 / \$150
Deductible Waived for Preventive?		Yes	Yes
		Preventive Services	
Covered at 100%; No Deductible		Routine Exam - 2 per plan year	Routine Exam - 2 per 12 months
		Cleaning - 2 per plan year	Cleaning - 2 per 12 months
		Bitewing X-Rays - 2 per plan year	Bitewing X-Rays - 1 per calendar year
		Full Mouth/Panoramic X-Rays - 1 in 3 years	Full Mouth/Panoramic X-Rays - 1 per 36 months
		Fluoride - children under 19; 1 per plan year	Fluoride - children under 16; 2 per 12 months
Covered at 80% after the deductible		Sealants - children under 17	Sealants - children under 16
		Space Maintainers	Space Maintainers
		Fillings (amalgam or composite on all teeth)	Fillings (amalgam or composite on all teeth)
		Endodontics	Endodontics
		Periodontics	Periodontics
Covered at 50% after the deductible		Oral Surgery	Oral Surgery
		General Anesthesia	General Anesthesia
		Onlays	Onlays
		Crowns - 1 in 5 years per tooth	Crowns - 1 in 60 months per tooth
		Crown/Denture Repair	Crown/Denture Repair
Covered at 50% after the deductible		Prosthodontics (fixed bridge; removable complete/partial dentures) - 1 in 5 years	Prosthodontics (fixed bridge; removable complete/partial dentures) - 1 per 60 months
		Employee	Employee
		City of Fairburn	City of Fairburn
		Total	Total
		\$30.54	\$30.94
Employee Only	70	\$10.18	\$10.31
Employee & Spouse	15	\$10.18	\$10.31
Employee & Child(ren)	25	\$10.18	\$10.31
Family	26	\$10.18	\$10.31
TOTAL MONTHLY COST		\$7,818.36	\$7,920.18
		\$1,384.48	\$1,402.50
		\$9,202.84	\$9,322.68
% Change from Current		1.30%	1.30%

# City of Fairburn

## Vision Benefits & Rates

Ameritas Vision Plan - CURRENT & RENEWAL		United Healthcare - OPTION 1 (3-year rate guarantee)	
In-Network Benefits			
Exams - 1 every 12 months	\$10 Copay	\$10 Copay	
Lenses - 1 every 12 months			
- Single Vision	\$25 Copay	\$25 Copay	
- Bifocal	\$25 Copay	\$25 Copay	
- Trifocal	\$25 Copay	\$25 Copay	
- Lenticular	20% discount	\$25 Copay	
Contacts - 1 every 12 months (in lieu of frames & lenses)	Elective: \$130 Allowance Medically Necessary: Covered in Full	Elective: \$130 Allowance Medically Necessary: Covered in Full	
Contact Lens Fitting	Standard: Member cost up to \$55 Premium: 10% off retail	Member cost up to \$60	
Frames - 1 every 12 months	\$130 Allowance	\$130 Allowance + 30% off balance	
		Monthly Rates	
		Employee	City of Fairburn
Employee Only	48	\$9.40	\$0.00
Employee & Spouse	14	\$16.48	\$0.00
Employee & Child(ren)	9	\$17.88	\$0.00
Family	26	\$27.28	\$0.00
TOTAL MONTHLY COST		\$1,552.12	\$1,552.12
		\$1,380.99	\$1,380.99
% Change from Current		-11.03%	-11.03%



# City of Fairburn

## Medical, Dental & Vision Employee Contributions

### Employee Contributions by Pay Period - Renewal Plan (\$2,000 Deductible; Ameritas Dental & Vision)

Plan Type	Employee	+Spouse	+Child(ren)	+Family	Employee Cost Share
Health - 2018	\$ 26.52	\$ 131.46	\$ 120.94	\$ 236.41	employee pays 10% of single
Health - 2019 Renewal	\$ 30.43	\$ 150.84	\$ 138.77	\$ 271.26	employee pays 40% of dependents
Increase	\$ 3.91	\$ 19.38	\$ 17.83	\$ 34.85	
Vision - 2018	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of single
Vision - 2019	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of dependents
Increase	\$ -	\$ -	\$ -	\$ -	
Dental - 2018	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 75% of single
Dental - 2019	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 100% of dependents
Increase	\$ -	\$ -	\$ -	\$ -	

### Employee Contributions by Pay Period - Recommended Option (\$2,500 Deductible; UHC Dental & Vision)

Plan Type	Employee	+Spouse	+Child(ren)	+Family	Employee Cost Share
Health - 2018	\$ 26.52	\$ 131.46	\$ 120.94	\$ 236.41	employee pays 10% of single
Health - 2019 Option 1	\$ 29.11	\$ 144.32	\$ 132.77	\$ 259.53	employee pays 40% of dependents
Increase	\$ 2.59	\$ 12.86	\$ 11.83	\$ 23.12	
Vision - 2018	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of single
UHC Vision - 2019	\$ 3.86	\$ 6.77	\$ 7.34	\$ 11.21	employee pays 100% of dependents
Decrease	\$ (0.48)	\$ (0.84)	\$ (0.91)	\$ (1.38)	
Dental - 2018	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 75% of single
UHC Dental - 2019	\$ 14.28	\$ 34.29	\$ 29.52	\$ 53.99	employee pays 100% of dependents
Increase	\$ 0.18	\$ 0.44	\$ 0.38	\$ 0.70	





CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
February 11, 2019  
7:00 PM

## **REGULAR AGENDA**

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

The Honorable Linda J. Davis  
The Honorable Alex Heath  
The Honorable Pat Pallend

The Honorable Hattie Portis-Jones  
The Honorable Ulysses Smallwood  
The Honorable James Whitmore

Keshia McCullough  
Randy Turner

City Clerk  
City Attorney

- |       |  |  |
|-------|--|--|
| I.    | Meeting Called to Order:   | The Honorable Mayor Carr-Hurst                         |
| II.   | Roll Call:   | Keshia McCullough, City Clerk                          |
| III.  | Invocation:  | Apostle LaReese Howell<br>New Horizons in Faith Church |
| IV.   | Pledge of Allegiance:  | In Unison  |
| V.    | Presentations:   | None   |
| 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 will be referred to the City Administrator for review and a response within 10 business days. |  |
| VII.  | Adoption of the Council Agenda:  | Councilmembers   |
| VIII. | Approval of Consent Agenda Items:  | Councilmembers   |
| IX.   | Approval of January 28, 2019 Minutes:  | Councilmembers   |

X. Public Hearings: None

XI. Agenda Items:

**Office of the Mayor**

Mayor Elizabeth Carr-Hurst

1. Swearing-In of Cornelius Robinson to Fire Chief for the City of Fairburn
2. Appointment of Elise Stoney to the Planning and Zoning Commission
3. Appointment of Anthony Stewart to the Planning and Zoning Commission

**Planning and Zoning**

Tarika Peek

4. Approval of a contract with The Collaborative Firm, LLC for an update/rewrite of the City's Zoning Ordinance as well as Planning and Zoning services for the City of Fairburn in the amount of \$63,730
5. Appointment of Zoning Audit Steering Committee Members

**Engineering**

Lester Thompson

6. Approval of an Intergovernmental Agreement with the South Fulton Community Improvement District for the SR 74 Park & Ride Project
7. Approval of a contract award with AM Construction for the SR 74 Park & Ride Project in the amount of \$1,473,828.29
8. Approval of Change Order #1 to the contract with Tople Construction & Engineering for the Pedestrian Improvement on Various City Roads Project in the amount of \$40,000

**Utilities**

Tom Ridgway

9. Approval of a Utility Easement with The Knight Group
10. Approval of a loan through United Community Bank in the amount of \$267,124 for the purchase of a Digger Derrick

**Human Resources**

Linda Johnson

11. Group Health Insurance with United Healthcare

12. Group Dental and Vision Insurance and FSA Contracts

13. Health Insurance Deductible Reimbursement for the 2019 Plan Year

14. Council Comments: Councilmembers

15. Executive Session\* None

16. Adjournment Councilmembers

\*When an Executive Session is required, one will be called for the following issues:  
(1) Personnel (2) Real Estate or (3) Litigation.



X. Public Hearings: None

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11. Council Comments:

Councilmembers

12. Executive Session\*

None

13. Adjournment

Councilmembers

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CITY HALL  
56 Malone Street  
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January 28, 2019  
7:00 PM

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

The Honorable Linda J. Davis  
The Honorable Alex Heath  
The Honorable Pat Pallend

The Honorable Hattie Portis-Jones  
The Honorable Ulysses Smallwood  
The Honorable James Whitmore

Keshia McCullough  
Randy Turner

City Clerk  
City Attorney

- I. Meeting Called to Order: The meeting was called to order at 7:00 PM. The Honorable Mayor Carr-Hurst
- II. Roll Call: Keshia McCullough, City Clerk  
All members of Council were present providing Council with a quorum.
- III. Invocation: Bishop Aaron Lackey  
Temple of Prayer Family Worship Cathedral
- IV. Pledge of Allegiance: In Unison
- V. Presentations: None
- 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 will be referred to the City Administrator for review and a response within 10 business days.
- Rebecca Hellgath spoke on the condition of the area that she lives in off of Gullatt Road. She stated that there is trash on the side of the road and also a bed that has been there for almost a year. She stated that her road is so dark that she is looking to spend \$1000 to put up a light on her street.



- Todd Ireland spoke about his new Coin Laundry that opened up at 274 Senoia Road. He stated that the business aims to be customer friendly and that they have all new, fast machines. He ended in saying that he and his wife are happy to be a part of the community and that there will be a grand opening of his Coin Laundry on March 30, 2019.
- Lissa Corcoran has a horse farm on Gullatt Road that uses horse therapy programs for adolescents and adults that are healing from trauma. She is very grateful to be apart of the City of Fairburn and is looking forward to that continuing.

VII. Adoption of the Council Agenda: Councilmembers  
Councilman Whitmore motioned to adopt the Council Agenda. Councilwoman Davis provided the second.

**Motion Carried 6-0**

VIII. Approval of Consent Agenda Items: Councilmembers  
Councilman Whitmore motioned to approve Consent Agenda Items #10-14.  
Councilwoman Davis provided the second.

**Motion Carried 6-0**

IX. Approval of December 10, 2018 Minutes: Councilmembers  
Councilman Smallwood motioned to approve the December 10, 2018 minutes.  
Councilman Heath provided the second.

**Motion Carried 6-0**

X. Appointments:

**Office of the Mayor**

Mayor Elizabeth Carr-Hurst

1. Appointment of Linda J. Davis as Mayor Pro Tem for 2019  
Councilman Whitmore motioned to appoint Linda J. Davis as Mayor Pro Tem for the City of Fairburn for 2019. Councilman Heath provided the second.

**Motion Carried 6-0**

2. Appointment of Randy Turner (Turner Ross & Germain LLC) as City Attorney for 2019  
Councilman Pallend motioned to appoint Randy Turner (Turner Ross & Germain LLC) as City Attorney for the City of Fairburn for 2019. Councilwoman Davis provided the second.

**Motion Carried 6-0**

3. Appointment of Keshia McCullough as City Clerk for 2019  
Councilman Smallwood motioned to appoint Keshia McCullough as City Clerk for the City of Fairburn for 2019. Councilman Heath provided the second.

**Motion Carried 6-0**

4. Appointment of Stoney Mathis as Police Chief for 2019  
Councilman Smallwood motioned to appoint Stoney Mathis as Police Chief for the City of Fairburn for 2019. Councilwoman Davis provided the second.

**Motion Carried 6-0**

5. Appointment of Cornelius Robinson as Fire Chief for 2019  
Councilman Whitmore motioned to appoint Cornelius Robinson as Fire Chief for the City of Fairburn for 2019. Councilman Smallwood provided the second.

**Motion Carried 6-0**

6. Appointment of South Fulton Neighbor Newspaper as the Legal Organ of the City of Fairburn for 2019  
Councilman Heath motioned to appoint the South Fulton Neighbor Newspaper as the Legal Organ for the City of Fairburn for 2019. Councilman Whitmore provided the second.

**Motion Carried 6-0**

XI. Public Hearings:

**Planning & Zoning/Community Development** Tarika Peeks

7. Use Permit 18U-003-Exeter Bohannon Land, LLC  
Councilman Whitmore motioned to open the Public Hearing and Councilwoman Davis provided the second. **The motion carried 6-0.** Senior Planner Tarika Peeks stated that staff is requesting a continuance of the Use Permit 18U-003 as well as the rezoning 18RZ-004 with a Concurrent Use Permit 18RZ-004 to the February 5, 2019 Planning and Zoning Commission Meeting. The requested traffic impact study from the applicant was reviewed by staff and the applicant was provided with feedback. Ms. Peeks stated that the Planning Commission reviewed the petition from the applicant on January 8, 2019 and they recommended a continuance to the February 5, 2019 Planning and Zoning Commission meeting.

**Speakers in Favor:**

- Adam Duerr with the Exeter Property Group stated that he is happy to sit down and talk with anyone who would like to discuss the projected development.

**Speakers in Opposition**

- Derrick Jones, the President of Asbury Park HOA, said that he has worked to get his neighborhood fully improved. He stated that he planned to make Asbury Park the first solar property. He is hoping that Council rejects the proposal for Exeter Bohannon because the property value will go down and it's not needed in the City.

- Joe Lowe said that he has lived on Creekwood for 25 years and in that time, he has seen a lot of businesses be developed. He stated that if Council approves this project, there will be no way for the residents to get the emergency help they need.
- Ron Godby stated that enough is enough. He said that he and his wife moved to Fairburn to retire, however, they have had it with all of the warehouses.
- Mr. Harvey warned all of the residents of how a development can destroy the value of your home. He stated that Asbury Park is within 150 feet of the trucks. He said that the only people who will benefit from the warehouse is Exeter and the residents who plan on selling their homes.
- Robbie Hanley stated that he lives immediately next door to the proposed property. He strongly opposes having the development to the west and south of his home.
- Margarita Sorens objected to Adam Duerr because she stated that he and his attorneys reached out to her to talk about the development. She said that there is a blind spot where the development would be and that warehouses bring in drugs. She further stated that nothing will be done about the erosion of the creek. She closed by saying that the development would be a negative impact because home values will go down and drugs will be brought into the neighborhood.
- Onnie Lawson said that she has lived in the Line Creek Community for the past 23 years. She stated that if she had the money to move, she would. The trucks that come down her street on a daily basis are a hinderance and her property value has gone down. Lastly, she said that she doesn't want anymore warehouses in the Line Creek Community.

Councilman Whitmore motioned to close the Public Hearing and Councilwoman Davis provided the second. **Motion Carried 6-0.** Councilman Heath motioned to continue the Public Hearing of the Use Permit 18U-003 as well as the rezoning 18RZ-004 with a Concurrent Use Permit 18RZ-004 to the February 5, 2019 Planning and Zoning Commission Meeting. Councilman Whitmore provided the second. **Motion Carried 6-0.**

**Continued to February 5, 2019 Planning and Zoning Commission Meeting**

8. Rezoning 18RZ-004 with a Concurrent Use Permit 18RZ-004-Exeter Bohannon Land, LLC

Councilman Heath motioned to continue the Public Hearing of the Use Permit 18U-003 as well as the rezoning 18RZ-004 with a Concurrent Use Permit 18RZ-004 to the February 5, 2019 Planning and Zoning Commission Meeting. Councilman Whitmore provided the second. **Motion Carried 6-0.**

**Continued to February 5, 2019 Planning and Zoning Commission Meeting**



9. Rezoning 18RZ-005-South Fulton, LLC  
Councilwoman Davis motioned to open the Public Hearing and Councilman Whitmore provided the second. **Motion Carried 6-0.** Senior Planner Tarika Peeks stated that the applicant for the South Fulton, LLC has withdrawn his application and will come back in two months with a single-family home petition. There were no speakers in favor or opposition of the Public Hearing. Councilwoman Davis made motion to close the Public Hearing and Councilman Whitmore provided the second. **Motion Carried 6-0.**

**Withdrawn**

XII. Agenda Items:

**City Clerk**

Keshia McCullough

10. Approval of the 2019 Council Meeting Schedule  
Councilman Whitmore motioned to approve the consent agenda item.  
Councilwoman Davis provided the second.  
**Motion Carried 6-0**

**Police**

Chief Stoney Mathis

11. Approval of the lease purchase agreement between the City of Fairburn and Motorola for the purchase of necessary communication radios in the amount of \$113,708  
Councilman Whitmore motioned to approve the consent agenda item.  
Councilwoman Davis provided the second.  
**Motion Carried 6-0**

**Parks and Recreation**

Chapin Payne

12. Approval of the South Fulton Little League contract to utilize Duncan Park's baseball fields for the Spring 2019 season  
Councilman Whitmore motioned to approve the consent agenda item.  
Councilwoman Davis provided the second.  
**Motion Carried 6-0**

**Fire Department**

Interim Chief Cornelius Robinson

13. Approval of the Physio Control service agreement for cardiac monitors in the amount of \$5,821.20  
Councilman Whitmore motioned to approve the consent agenda item.  
Councilwoman Davis provided the second.  
**Motion Carried 6-0**

## Property Management

Harvey Stokes

14. Approval of the lease agreement between the City of Fairburn and Armando Mexican Restaurant  
Councilman Whitmore motioned to approve the consent agenda item.  
Councilwoman Davis provided the second.

**Motion Carried 6-0**

15. Council Comments: Councilmembers

Councilwoman Davis thanked Parks and Recreation Director Chapin Payne for hosting the first MLK Day of Service project that was held on January 21, 2019.

Councilman Whitmore thanked the Mayor and Council for allowing him to serve as Mayor Pro Tem for 2018. He stated that he has learned a lot and that they've grown together as a City. He commended Mayor Carr-Hurst and said that it was a pleasure to serve under her. Lastly, he stated that Linda J. Davis will do a great job as Mayor Pro Tem.

Mayor Carr-Hurst thanked the Council for making 2018 a year of prosperity and stated that she is looking forward to working with Councilwoman Davis.

16. Executive Session\* None

17. Adjournment Councilmembers  
Councilman Smallwood motioned to adjourn the meeting. Councilman Heath provided the second. **Motion Carried 6-0.**

**The meeting adjourned at 7:59 PM**

\*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: SWEARING-IN OF CORNELIUS ROBINSON TO FIRE CHIEF**

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

**Submitted: 2/6/19**

**Council Meeting: 2/11/19**

**DEPARTMENT:** Fire Department

**BUDGET IMPACT:** 100-3500-51-1100 (Fire Salaries & Wages)

**PUBLIC HEARING?** ☐ Yes ☒ No

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**PURPOSE:** To officially swear in Cornelius Robinson as the Fire Chief for the City of Fairburn.

**HISTORY:** Fire Chiefs are appointed by Mayor and Council. Cornelius Robinson was appointed Fire Chief for the City of Fairburn on January 28, 2019. The swearing-in of a Fire Chief is tradition.

**RECOMMENDED ACTION:** The official swearing-in of Cornelius Robinson as the Fire Chief for the City of Fairburn.

  
Elizabeth Carr-Hurst, Mayor





## APPOINTMENT OF FIRE CHIEF

Per Article IV, Section 32 of the Fairburn City Charter, the Mayor and Council shall have the right to elect a Chief of the Fire Department. The Mayor and Council make annual appointments of the Fire Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 28, 2019, Cornelius Robinson was appointed Fire Chief for the City of Fairburn for 2019.

Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPOINTMENT OF ELISE STONEY TO THE PLANNING AND ZONING COMMISSION**

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

**Submitted: 2/6/19**

**Council Meeting: 2/11/19**

**DEPARTMENT:** Mayor's Office

**BUDGET IMPACT:** None

**PUBLIC HEARING?** ( ) Yes    (x) No

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**PURPOSE:** Consideration and action on the appointment of Elise Stoney to the Planning and Zoning Commission.

**HISTORY:** Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed.

**RECOMMENDED ACTION:** For Council to approve the appointment of Elise Stoney to the Planning and Zoning Commission with her four (4) year term beginning on February 11, 2019 and ending on February 11, 2023.

  
Elizabeth Carr-Hurst, Mayor



## *Elise Stoney*

*Elise Stoney is a Senior Associate with Stantec Consulting. In this role, she serves as a Deputy Program Manager for one of Stantec's major water/wastewater clients in the Atlanta area. Elise holds a Bachelor of Science degree in civil engineering from The Citadel in Charleston, SC. Elise and her husband, Horace, have lived in the Fairburn area since 2006 where she has been involved with the Planning and Zoning Commission since 2011 and the Georgia Initiative for Community Housing since 2015. She is active in her Homeowner's Association where she previously served as the vice-president and currently chair the Neighborhood Watch Committee. Professionally, Elise is a member of the Georgia Association of Water Professionals and the American Society of Civil Engineers. She enjoys watching movies, landscaping and spending time with friends and family.*



## APPOINTMENT OF ELISE STONEY TO PLANNING AND ZONING COMMISSION

Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 11, 2019, Elise Stoney was appointed to the Planning and Zoning Commission with her four (4) year term beginning on February 11, 2019 and ending on February 11, 2023.

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*Elizabeth Carr-Hurst, Mayor*



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPOINTMENT OF ANTHONY STEWART TO THE PLANNING AND ZONING COMMISSION**

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

**Submitted: 2/6/19**

**Council Meeting: 2/11/19**

**DEPARTMENT:** Mayor's Office

**BUDGET IMPACT:** None

**PUBLIC HEARING?** ( ) Yes    (x) No

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**PURPOSE:** Consideration and action on the appointment of Anthony Stewart to the Planning and Zoning Commission.

**HISTORY:** Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. There has been a vacancy on the Planning and Zoning Commission since May 2017. Mr. Stewart will be appointed for the remainder of the term of the vacancy.

**RECOMMENDED ACTION:** For Council to approve the appointment of Anthony Stewart to the Planning and Zoning Commission with his term beginning on February 11, 2019 and ending on January 23, 2021.

  
Elizabeth Carr-Hurst, Mayor



## *Mr. Anthony R. Stewart, Sr.*

Anthony R. Stewart, Sr. b.k.a. Tony Stewart was born and raised in Newnan, GA. He is currently a resident and homeowner in Fairburn, Georgia. He was educated in the Coweta County Public Schools. He received a Bachelor's of Science Degree from Virginia Commonwealth University in Marketing and Accounting. A Godly man and leader, Tony is passionate about giving back and helping others.

Tony retired from the United States Army as an officer with 30 years of distinguish service. Since his military retirement, He has worked for several Fortune 100 insurance companies as an Agent and District manager. Currently, he owns and operates his own Insurance Agency specializing in life and health insurance for individuals as well as small to medium business owners.



A servant leader, Tony seeks opportunities to serve his community. He is an active member in the Rotary Club of Peachtree City, GA where he serves on the Membership Committee. He was recently recognized for his outstanding work on this committee. Supporting Alzheimer's research fundraising, he was recently recognized for his fundraising efforts by fellow Rotarians. By unanimous vote, his fellow members elected Tony as the new Membership Director and as a Board Member for the upcoming fiscal year starting July 1, 2019.

His community involvement also includes mentoring today's youth. Over the years Tony has remained very active volunteering with the Boys and Girls Clubs, YMCA, Boy Scouts of America, Tony currently serves as a mentor in the Friends Mentoring Program with students in Fayette County. He mentors two middle school boys weekly in the Fayette County School System.

Tony knows the awesome power of God and Faith and is an active church member.

Tony is the proud father to Anthony, Jr., A. Justin, and Antoinette Stewart.... all three are college graduates.



## APPOINTMENT OF ANTHONY STEWART TO PLANNING AND ZONING COMMISSION

Per Article VII, Planning and Zoning Commission, Section 80-280 of the City of Fairburn Ordinance, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 11, 2019, Anthony Stewart was appointed to the Planning and Zoning Commission with his term beginning on February 11, 2019 and ending on January 23, 2021.

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*Elizabeth Carr-Hurst, Mayor*



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: THE COLLABORATIVE FIRM, LLC CONTRACT FOR PLANNING AND ZONING SERVICES**

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

**Submitted: 2/6/19**

**Work Session: 2/6/19**

**Council Meeting: 2/6/19**

**DEPARTMENT:** Planning and Zoning

**BUDGET IMPACT:** \$63,730 from 100-1320-52-1200

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

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**PURPOSE:** Consideration and action on a Task Order (TCF 2019.01) with The Collaborative Firm, LLC to update/rewrite the City of Fairburn's Zoning Ordinance as well as assist with Planning and Zoning Services for the City from January 1, 2019-December 31, 2019.

**HISTORY:** The Collaborative Firm, LLC provides assistance with Planning and Zoning services for the City of Fairburn.

**RECOMMENDED ACTION:** For Mayor and Council to approve the Task Order Contract with The Collaborative Firm, LLC in the amount of \$63,730 for an update/rewrite of the City's Zoning Ordinance as well as assistance with Planning and Zoning Services for the City of Fairburn from January 1, 2019-December 31, 2019.

  
Elizabeth Carr-Hurst, Mayor





## Task Order TCF 2019.01

To: City of Fairburn  
P.O. Box 145  
Fairburn, Georgia 30213  
Attn: Mayor Elizabeth Carr-Hurst

Date: January 29, 2019  
From: Michael Hightower, Managing Partner  
The Collaborative Firm

Project: City of Fairburn Zoning Ordinance Update/Rewrite and Standby Professional Planning Services

### BACKGROUND INFORMATION

The Collaborative Firm, LLC has prepared Task Order (TCF 2019.01) to assist the City of Fairburn with Planning and Zoning Services for the 2019 Fiscal Year from January 1, 2019 - December 31, 2019.

### Fee Estimate

The budget below includes staff time and expenses necessary to perform professional planning and zoning services for the City of Fairburn.

<u>Description</u>	<u>Estimated Budget</u>
Staff time to be billed monthly	<u>\$63,730.00</u>

If the City requires additional services, The Collaborative Firm, LLC will provide those services in accordance with the existing Unit Rates. A scope and budget for additional services would be prepared for City approval prior to performing the work.

### Authorization:

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy to this office for our records.

#### The City of Fairburn

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### The Collaborative Firm, LLC

Authorized by: Michael Hightower Title: Managing Partner

Print Name: \_\_\_\_\_ Date: 1/29/19

**Fiscal Year 2019 Summary:**

The Collaborative Firm will provide the services listed above for a Lump Sum fee of \$ 63,730.00, which is based upon approval by the City of Fairburn.

Zoning Ordinance Update/Rewrite (\$25,546.00 of the  
budgeted amount was approved initially in 2018): \$ 63,730.00

**Additional Services, if needed by The City of Fairburn:**

1. **Standby Planning Services (staff augmentation if needed), which may include:**

- On-site office hours
- Answering zoning questions/Zoning Analysis
- Meeting with developers
- Staffing the Planning and Zoning Commission meeting
- Attending City Council meetings
- City requested Sign and Zoning Ordinance revisions
- Livable Centers Initiative (LCI) update
- Plan Review(s)
- Preparing staff reports
- Preparation of small area plans, strategic plans and projects
- Public outreach and engagement

The Collaborative Firm will provide the services listed above for a hourly charge of \$72.50 per hour.



# Zoning Ordinance Update/Rewrite

*presented to:* **Honorable Mayor Carr-Hurst and City Council**

February 11, 2019



*presented by:*

**The Collaborative Firm, LLC**





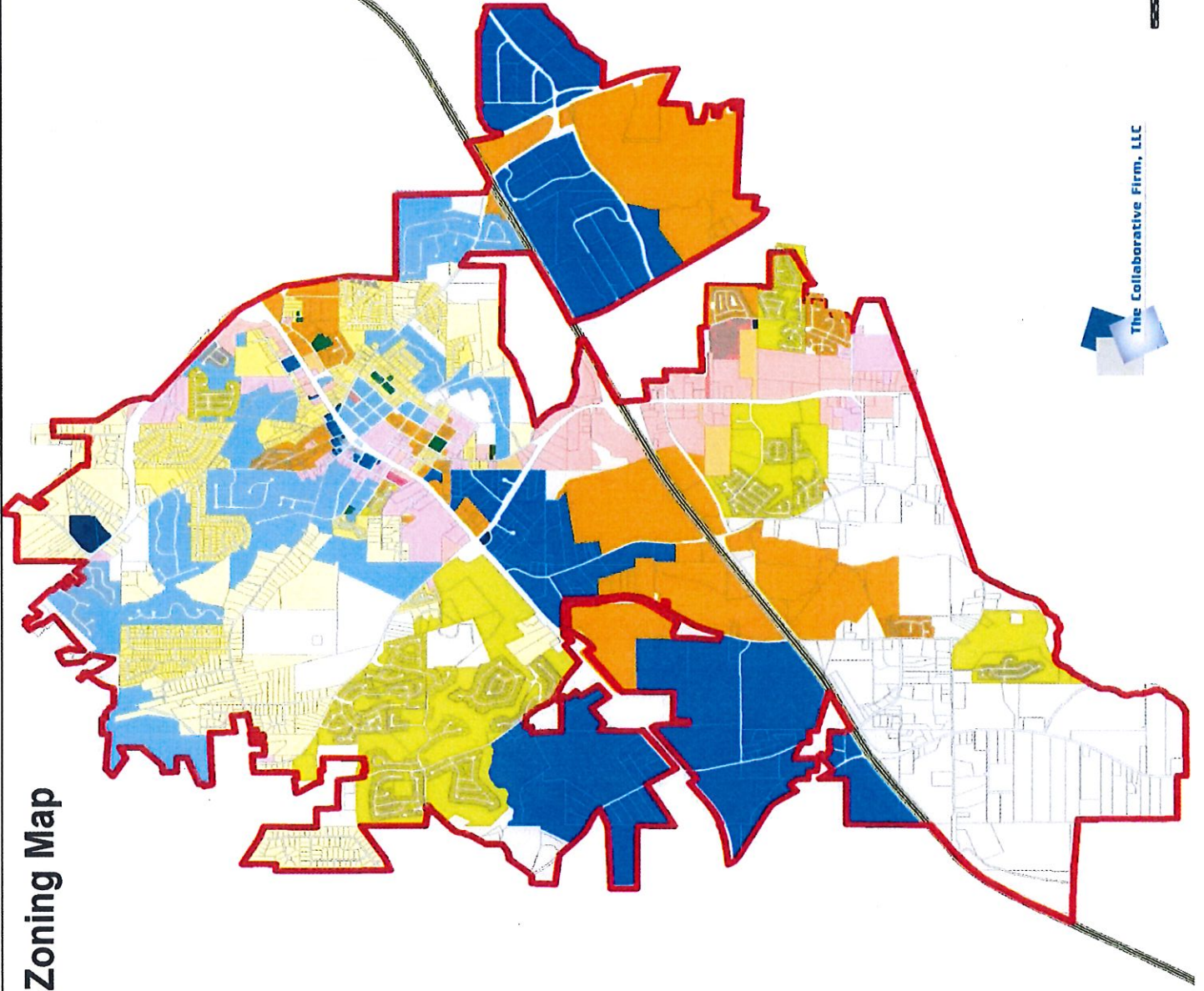
# Why Are We Updating the Zoning Ordinance?

- Conventional Euclidean type document
- First adopted in 1968, with the current structure amended and adopted several times
- Grown in volume and complexity
- Become confusing and hard to use
- Comprehensive Plan was updated in 2015
- Zoning Ordinance Update will support goals and objectives of Comprehensive Plan

# City of Fairburn Zoning Map

**Legend**

Current_Zoning	
AG1	
C1	
C2	
DC1	
DC2	
DP6	
M1	
M2	
R1	
R2	
R3	
R4	
RCT	
RM4	
RM8	
RM36	
OI	
PD	
PS	



The Collaborative Firm, LLC

## Who Is Involved?

- Steering Committee is being formed which is made up of citizens
- The Committee membership will involve Planning & Zoning Commissioners, Board of Appeals appointees, Downtown Development Authority members and other stakeholders
- All meetings are open to the residents, citizens and other stakeholders – We want input!



## When Will The Steering Committee Kick-off?

- February 13, 2019 is the first Steering Committee Meeting
- Meetings are being scheduled to be held at City Hall or at the Fairburn Annex – other community locations are being considered as well
- There will be a total of five monthly meetings – process will conclude in the summer of 2019
- Our expectation for the first draft document is scheduled for July 2019

# Highlights of Zoning Work

Activities	Work Product/ Deliverable
<ul style="list-style-type: none"> <li>✓ Provided final Steering Committee list for Council agenda packet</li> <li>• Identified conflicts between FLUM and Zoning Map</li> <li>• Began writing sections to address each issue on the list</li> <li>• Reviewed and revised definitions</li> <li>• Analyzed zoning districts</li> <li>• Drafted zoning map based on Comp Plan Future Land Use Map</li> <li>• Created attribute tables for zoning codes vs. SIC codes</li> </ul>	<ul style="list-style-type: none"> <li>✓ Final List</li> <li>• Outline of new ZO</li> <li>• Definitions</li> <li>• Preliminary drafts of proposed zoning districts and map</li> <li>• Preliminary drafts of sections addressing top rated issues from the Master Issues List</li> <li>• Created 6 preliminary maps for analytical review</li> </ul>



# Highlights of Zoning Work Scheduled for February '2019

Date	Activities	Work Product/ Deliverable
FEB 11	✓ Council appoints Steering Committee	
FEB 6	<p>✓ Send out Steering Committee Packets that include, Agenda:</p> <ul style="list-style-type: none"> <li>• Introductions</li> <li>• Discussion of Goals of the ZO rewrite</li> <li>• Review of Process and Timeline</li> </ul>	
FEB 13	<p>✓ Steering Committee Meeting #1</p> <p>Agenda:</p> <ul style="list-style-type: none"> <li>• Introductions</li> <li>• Discussion of the relationship between the Comprehensive Plan and the Zoning Ordinance</li> <li>• Presentation of Goals of the Comprehensive Plan</li> <li>• Presentation of VPS</li> <li>• Presentation of the Future Land Use Map</li> <li>• Discuss existing ZO in relationship to how well it implements the Comprehensive Plan</li> </ul>	<p>✓ Sign in sheet</p> <p>✓ Refreshments</p> <p>✓ Comprehensive Plan Presentation</p> <p>✓ Future Land Use Map</p> <p>✓ Zoning Map</p>
-FEB 15	<p>✓ Steering Committee Meeting Summary</p> <p>✓ Email reminder for response on issues list</p> <p>✓ Update Issues to be Addressed List</p>	Meeting Summary

# Proposed Project Schedule

Tasks	Feb '19	Mar '19	Apr '19	May '19	Jun '19	Jul '19	Aug '19
Provide final Steering Committee list for Council appointment							
Conduct Steering Committee Meetings							
Provide Steering Committee Summary							
Map conflicts between FLUM and Zoning Map							
Write Definitions, sections to address each issue							
Meet with City staff to review and identify priority items							
Finalize outline of new Zoning Ordinance							
Write procedural sections of Zoning Ordinance							
Draft Zoning Ordinance							
Hold Public Hearings, City Council reviews/ changes*							
Submit Final Revisions for adoption							



THANK YOU !



The Collaborative Firm, LLC

# **City of Fairburn Zoning Audit**

*Prepared by*  
**The Collaborative Firm**  
*June 2018*



In 2015, the City of Fairburn adopted the City of Fairburn Comprehensive Plan 2035. The plan is a guide for decision-makers to achieve their goals and objectives for the City as outlined in the plan.

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## **INTRODUCTION**

Based on the visions and community goals in the comprehensive plan, The Collaborative Firm was hired to audit the existing zoning ordinance for consistency with the recently adopted plan and improve the overall administration of the zoning ordinance.

## **PROCESS & FRAMEWORK**

This zoning audit is the result of a review of Fairburn's comprehensive plan, existing zoning ordinance, existing zoning map, and meetings with City planning staff. Additionally, the following documents assisted in providing background information for the long range goals of Fairburn:

- Fairburn Historic Downtown LCI Study, June 2009
- Downtown Revitalization Update, July 5, 2012
- City of Fairburn Urban Redevelopment Plan, December 9, 2013

These previous planning efforts helped shape the current comprehensive plan, and provide a foundation to strengthen the zoning code. This audit is also based on the following elements of the comprehensive plan:

- ✓ Vision, Needs, and Opportunities
- ✓ Community Goals
- ✓ Land Use
- ✓ Housing
- ✓ Economic Development
- ✓ Transportation
- ✓ Community Work Program

The audit is grouped into 4 sections, per zoning districts and areas of focus. Areas that require attention are labeled according to section, i.e.: “*Issue 1.a, Issue 1.b*”, etc. The audit provide specific recommendations to strengthen , clarify and update words and phrases to regulate development patterns for Fairburn’s future.



**GENERAL GOALS & RECOMMENDATIONS**

The overarching recommendations for these sections include those larger, general ways in which to strengthen and enhance the zoning code for ease of accessibility and use.

**General goals for improving the zoning code:**

- Ensure zoning code compatibility with 2015 Comprehensive Plan
- Simplify current zoning code
- Review zoning code to find any issues that hinder quality growth

## **SEC. 1: RESIDENTIAL ZONING – SINGLE FAMILY**

Fairburn's single family zoning districts (R-1 Single Family thru R-4 Single Family) all have the same prescribed uses, and vary only in: the size of the lot; the amount of setback; and the minimum allowed square footage for residential structure. During the comprehensive plan process, the community expressed a desire to preserve larger lots in the southwest portion of the city and to increase residential densities in the downtown area.

### ***Issue 1.a*** – Permitted Use: Child Daycare Center

The use of Child Daycare Center is not consistent with the stated land use or housing goals in the Community Goals section of the Comprehensive Plan. Neither is this use recommended as an appropriate use for the Residential Character Area.

***Recommendation:*** Rather than allow commercial daycare centers in residential zones, it is recommended that this use be removed from all residential zoning and placed in the Home Occupation section of the zoning ordinance.

### ***Issue 1.b*** – Minimum Heated Floor Area

Housing Goals 1 & 2 showcase housing options for all ages, as well as increase the number of housing units in downtown Fairburn. The Residential Character Area strategies call for a variety of home styles, materials and lot sizes. In analyzing the existing zoning requirements for all residential zones, the minimum house size requirements make it not only unaffordable for segments of the population (Lightning neighborhood), but also result in a mono-crop housing market. That is to say, the minimum heated floor area requirements are too representative of suburban zoning, and do not provide for differentiation in the market place.

**Recommendation:** It is recommended to review and adjust the minimum heated floor area, taking into account the latest housing trends for downsized footprints.

**Issue 1.c – Single Family Minimum Lot Area**

As enumerated in Housing Goals 1 & 2 above, as well as the Residential Character Area strategies, the minimum lot area for single family residential does not allow development on many existing lots in the downtown area, particularly in the Lightning community.

**Recommendation:** In order to allow these lots to be buildable, and to encourage more residential development in the downtown area, the minimum lot sizes should be reduced, or at least create a zoning district with less than .25 acre lot sizes.

**SEC. 2: RESIDENTIAL ZONING – MULTIFAMILY**

**Issue 2.a - Multifamily Minimum Lot Area**

Similar to Issue 1.c above, the stated minimum lot size for RM-4 Multifamily and RM-8



Multifamily equate to .25 acre lots. The Town Center Mixed Use Character Area (TCMU) lists RM -4 and RM-8 as appropriate zoning districts, however, these districts require too much land to be appropriate for TCMU. The only difference between this zoning and R-4 Single Family is the ability to have attached structures. This restriction on lot size also hinders downtown residential development.

**Recommendation:** It is recommended that these two zoning categories be incorporated together and reduce the minimum lot size. Alternatively, the multifamily districts may be incorporated into a mixed use zoning district for the downtown area.

#### **Issue 2.b –Residential Condominium Townhouse District Requirements**

Housing Goals 1 & 2 showcase housing options for all ages, as well as increase the number of housing units in downtown Fairburn. The Town Center Mixed Use Character Area (TCMU) lists R-CT as an appropriate zoning district. In reviewing the R-CT district requirements, the minimum lot area, front setbacks, building separation and minimum floor area are too restrictive for the TCMU Character Area.

**Recommendation:** It is recommended that this district be incorporated into a mixed use zoning district for the downtown area.

### **SEC. 3: OFFICE, COMMERCIAL, & INDUSTRIAL**

#### **Issue 3.a – Office & Institutional (O&I) Permitted uses**

There are no Land Use Goals addressing Office and Institutional uses, however, the Office Character Area lists government offices as a desirable use.



**Recommendation:** It is recommended that government offices be added to the permitted uses.

**Issue 3.b – Downtown Commercial (DC-1, DC-2): Permitted Uses**

Land Use Goals 1 & 2 both express a need for increased activity in downtown, and to improve the quality of development downtown. Economic Development Goal 1.D calls for an audit of zoning for downtown properties to ensure that mixed use development is allowed. The TCMU Character Area encourages mixed use infill and redevelopment, as well as encouraging transit supportive residential development.

**Recommendation:** It is recommended that as the DC-1 & DC-2 be combined, as the uses permitted are identical – the only difference between the two districts is the allowable lot coverage. More importantly, the uses should be brought up to date (existing uses include: telegraph and messenger services; video tape rental stores, etc.) and should not be so specific. Also, in their current form, neither allows for residential in the downtown commercial area, nor mixed use where residential is located above retail – this must be accomplished by way of an Administrative Permit.

**Issue 3.c – Neighborhood Commercial (C-1): Permitted Uses; Development Standards**

While the Community Goals do not address commercial development outside of downtown, the Neighborhood Character Area speaks to appropriate development strategies, stating:

*At this time, C-1 is the only appropriate zoning districts for the Neighborhood Commercial Character Area. However, the Zoning Ordinance and Map may be amended after the adoption of the Comprehensive Plan to more closely reflect the desired land use pattern for this area.*

As with Downtown Commercial (DC 1 & DC-2), the permitted uses are exhaustive, antiquated and too specific.

**Recommendation:** As C-1 is the closest match to the Neighborhood Commercial Character Area, it should be rewritten to reflect the development strategies for small-scale convenience commercial pods serving nearby residential. Emphasis should be on development that is accessible and safe for all modes of transportation, including pedestrians and cyclists. Similar to DC-1 & DC-2, the permitted uses should be revamped to be more up to date, and not so restrictive in specificity.

#### **Issue 3.d – General Commercial (C-2): Permitted Uses**

Similar to Neighborhood Commercial (C-1), General Commercial (C-2) is not mentioned within the Community Goals. The two commercial districts differ only in the amount of allowed uses, and the minimum lot size for each district: Neighborhood Commercial (C-1) requires  $\frac{1}{4}$  acre minimum lot size, and General Commercial (C-2) requires  $\frac{1}{2}$  acre minimum lot size. With regard to permitted uses, this district has 197 allowed uses listed. More than a few of the uses are better suited to light industrial zones, many are duplicative, and many are outdated.

**Recommendation:** As the focus of the Commercial Character Area is centered on the GA Highway 74 corridor, the General Commercial (C-2) district should be rewritten with the goals of the GA Highway 74 Corridor Overlay in mind, as well as to place the focus of development on vibrant commercial corridors providing an array of goods and services to area residents. Accessibility is of paramount concern, as is the scale of development.

#### **Issue 3.e – Light Industrial (M-1): Permitted Uses, and Development Standards**

No community goals are listed for industrial development, however, the Industrial Character Area states that it is solely dedicated to industrial uses such as manufacturing, warehousing, fabrication, and processing. Some of the currently allowed uses that are incongruent with the Industrial Character Area, or are obsolete are:

- Commercial recreation and entertainment facilities



- Cultural facilities. Art galleries, museums, legitimate theaters, libraries and other uses similar in character to those listed
- Drive-in movie theater
- Jewelry repair
- Parks and places of amusement, recreation and assembly, including but not limited to golf courses, golf driving ranges, miniature golf courses and tennis courts
- Taxi stands and dispatching agencies

The development standards should be increased with respect to buffer yards when abutting residential zoning. Additionally, the minimum lot area needs clarification – it currently is stated as “per conditions specified”.

**Recommendation:** The permitted uses should be rewritten to fully reflect the intent of the Industrial Character Area, to allow such uses that support manufacturing, warehousing, fabrication, and processing. Proper development standards should be drafted that accomplish the adopted development strategies, allowing the creation of visually pleasing corridors with high quality design elements, building materials, and landscaping.

#### **SEC. 4: OTHER DISTRICTS & SECTIONS**

##### **Issue 4.a- Planned Development (PD)**

Originally drafted and adopted in 2004 to accommodate Durham Lakes, the Planned Development district is not identified in the Community Goals, and is not listed as an appropriate use for the Residential Character Area. Also known as a Planned Unit Development (PUD), this type of zoning district is utilized by applicants who want to develop under regulations not currently allowed under zoning. The PD permits applicants to designate their own standards for development, as well as to allow for a mixture of uses.



While Durham Lakes had designated single family, multifamily, commercial and golf course as the uses in their approved plan, the only products to be developed are the golf course and single family houses.

**Recommendation:** As the Planned Development (PD) zoning district was created for a single development, and has not been used for any other development since its adoption, the recommendation is to remove the district from the zoning ordinance. Appropriately crafted residential and mixed use zoning districts should eliminate the need for the Planned Development (PD) zoning district.

#### **Issue 4.b – Public Service (PS): Permitted Uses**

The Parks, Recreation, and Greenspace Community Goals 1, 2, & 3 state the desires to:

- Preserve, improve and increase passive greenspace throughout the City
- Ensure that the City has active parks that fit resident's needs, and
- Develop a plan for major gateways to the City

The Public Service (PS) district allows for non-governmental uses such as agriculture as well as places of worship. Currently, this zoning is used for some Georgia DOT right-of-way and also for some church property.

**Recommendation:** The Public Service (PS) district should be rewritten to accurately reflect the uses identified in the Character Area, and to ensure that non-governmental entities are not zoned in such a way.

#### **Issue 4.c – Highway 29 Overlay District: Applicability**

The sections of the Community Goals dealing with the scope of the Highway 29 Overlay District are: Land Use 1, 2, & 6; and Housing 2. The objectives of these goals are to:

- Increase activity Downtown

- Improve the quality of development Downtown, and
- Increase the number of housing units in Downtown Fairburn to support desired businesses and transit service.

The Town Center Mixed Use Character Area identifies development strategies that are fully underscored by the Highway 29 Overlay District. The Overlay applies 3 nodes to the Downtown corridor. Each node is labeled differently, but provides considerable overlap in the allowed uses. Also, the nodes do not appear to be based upon significantly identifiable areas, but rather, are arbitrarily set. Underlying the Overlay, are 4 different zoning districts (C-2, DC-1, DC-2, O & I, and R3). Many of the uses in the underlying zoning districts are in conflict with the Overlay. The name of the Overlay is confusing as well, since the title is “Highway 29 Overlay District”, the associated map and subsequent ordinance refers to it as the “Fairburn Overlay District”. While the intent of the Overlay is to enhance the Downtown corridor, it seems at odds with existing zoning, particularly in regards to prohibited uses.

**Recommendation:** The Highway 29 Overlay district intends to bolster a vibrant Downtown corridor, yet is at odds with existing zoning. It is recommended that this overlay be blended with the existing DC-1 & DC-2 districts to create a more appropriate and up to date ordinance for the historic core of downtown Fairburn. The new district should be based upon the Community Goals and Character Area recommendations, as well as appropriate and contemporary uses.

#### **Issue 4.d – Administrative Permits and Uses: Applicability**

Article IV of the Zoning Ordinance is comprised of 69 sections spread out over 46 pages, detailing how to treat each use. This article is in addition to the regular zoning districts, and appears to have been updated whenever a use situation arose that was not previously thought of or dealt with. Staff must be constantly aware to check Article IV in order to make sure that the superseding language is adhered to. The article is not logically laid out, as some sections are in alphabetical order, and other sections are neither in alphabetical order, nor grouped together by function.



A review of the uses shows that many of them would be better suited under an independent ordinance, such as the telecommunications uses. Currently, there are three Administrative Permit sections dealing with antennae, towers and associated structures, and two Use Permit sections dealing with the same. There are eight sections dealing with group homes, ranging in size from small, medium, large and congregate (over 16 persons). It is not known if these standards have ever been utilized for group homes, or if they are even applicable.

Some uses appear to be single occurrences, outmoded, or simple never utilized: skywalks; revival tent; country inn; lodge, retreat and/or campground; portable sawmills; private correctional facility/prison; and composting facility.

**Recommendation:** Article IV should be restructured so that the content is either:

1. Incorporated into respective zoning districts;
2. Handled separately under individual sections, for example: a telecommunications ordinance; or,
3. Managed under a development standards section.

Much of the content in Article IV has merit, yet is better situated within a framework that facilitates its use, and is more easily accessible and understandable.



# City of Fairburn Zoning Ordinance Rewrite Project Schedule

Date	Activities	Work Product/ Deliverable	Responsible Party
JAN 7	✓ Provide final Steering Committee list for Council agenda packet	✓ Final List	✓ M. Ungaro
FEB 11	✓ Council appoints Steering Committee		
FEB 6	✓ Send out Steering Committee Packets that include, Agenda: • Introductions • Discussion of Goals of the ZO rewrite • Review of Process and Timeline		✓ M. Ungaro
FEB 13	✓ Steering Committee Meeting #1 Agenda: • Introductions • Discussion of the relationship between the Comprehensive Plan and the Zoning Ordinance • Presentation of Goals of the Comprehensive Plan • Presentation of VPS • Presentation of the Future Land Use Map • Discuss existing ZO in relationship to how well it implements the Comprehensive Plan	✓ Sign in sheet ✓ Refreshments ✓ Comprehensive Plan Presentation ✓ Future Land Use Map ✓ Zoning Map	✓ M. Ungaro ✓ C. Montesinos ✓ D. Hoover
-FEB 15	✓ Steering Committee Meeting Summary ✓ Email reminder for response on issues list ✓ Update Issues to be Addressed List	Meeting Summary	✓ D. Hoover
FEB 18-FEB22	• Map showing conflicts between FLUM and Zoning Map • Begin writing sections to address each issue on the list • Write definitions • Draft zoning districts • Draft zoning map based on Comp Plan Future Land Use Map • Write sections of the new ZO addressing top rated issues	• Outline of new ZO • Definitions • Preliminary drafts of proposed zoning districts and map • Preliminary drafts of sections addressing top rated issues from the Master Issues List	✓ M. Ungaro ✓ C. Montesinos

## City of Fairburn Zoning Ordinance Rewrite Project Schedule

Date	Activities	Work Product/ Deliverable	Responsible Party
FEB 25 MAR 1	<ul style="list-style-type: none"> <li>Finalize structure/outline of new ZO</li> <li>Make revisions to definitions, zoning districts and map based on Steering Committee feedback</li> </ul>	Steering Committee Packet containing: <ul style="list-style-type: none"> <li>Agenda</li> <li>Meeting summary from previous meeting</li> <li>Revised outline of new ZO</li> <li>Revised definitions</li> <li>Drafts zoning districts and map</li> <li>Drafts of sections addressing top rated issues from Master Issues List</li> </ul>	✓ M. Ungaro ✓ C. Montesinos
MAR 6	<ul style="list-style-type: none"> <li>Distribute Steering Committee Packets</li> </ul>	✓	✓ M. Ungaro ✓
MAR 13	<ul style="list-style-type: none"> <li>Steering Committee Meeting #2</li> </ul> Agenda: <ul style="list-style-type: none"> <li>Recap of last meeting</li> <li>Master List of Issues to Address</li> <li>Other Business and Announcements</li> <li>Adjourn</li> </ul>	✓ Sign in sheet ✓ Refreshments	✓ M. Ungaro ✓ C. Montesinos ✓ D. Hoover
MAR 14-MAR 15	<ul style="list-style-type: none"> <li>Write procedural sections of Zoning Ordinance</li> <li>Write Planning Commission and BZA sections of Zoning Ordinance</li> <li></li> </ul>	Procedural Section	✓ M. Ungaro ✓ C. Montesinos

# City of Fairburn Zoning Ordinance Rewrite Project Schedule

Date	Activities	Work Product/ Deliverable	Responsible Party
MAR 18-APR 3	<ul style="list-style-type: none"> <li>Write sections of the new ZO addressing issues from the Master List</li> <li>Make revisions to definitions, zoning districts and map based on Steering Committee feedback</li> </ul>	Steering Committee Packet containing: <ul style="list-style-type: none"> <li>Agenda</li> <li>Meeting summary from previous meeting</li> <li>Draft procedural sections</li> <li>Draft Planning Commission and BZA sections</li> <li>Drafts zoning districts and map</li> <li>Drafts of sections addressing issues</li> </ul>	✓ M. Ungaro ✓ C. Montesinos
APR 3	Distribute Steering Committee packets		
APR 10	Steering Committee Meeting #3 Agenda: <ul style="list-style-type: none"> <li>Introductions</li> <li>Recap of last meeting</li> <li>Review of new Zoning Map and districts</li> <li>Preliminary drafts of sections addressing top rated issues from the Master Issues List</li> </ul>	<ul style="list-style-type: none"> <li>Sign in sheet</li> <li>Refreshments</li> <li>Existing Zoning Map/ FLUM discrepancy map</li> <li>Draft new zoning map</li> </ul>	✓ M. Ungaro ✓ C. Montesinos ✓ D. Hoover
APR 11 – APR 27	<ul style="list-style-type: none"> <li>Continue writing and revisions</li> </ul>	80% Draft Document	✓ M. Ungaro ✓ C. Montesinos
MAY 1	Distribute Steering Committee packets		
MAY 8	Steering Committee Meeting #4 Agenda: <ul style="list-style-type: none"> <li>Discussion of new Draft Document</li> </ul>		✓ M. Ungaro ✓ C. Montesinos ✓ D. Hoover
MAY 9-MAY 17	<ul style="list-style-type: none"> <li>Continue writing and revisions</li> </ul>	90% Draft Document	✓ M. Ungaro ✓ C. Montesinos
MAY 20	<ul style="list-style-type: none"> <li>Submit 90% Draft Document To City Staff for review and comment</li> </ul>		✓ M. Ungaro



## City of Fairburn Zoning Ordinance Rewrite Project Schedule

Date	Activities	Work Product/ Deliverable	Responsible Party
	<ul style="list-style-type: none"> <li>Comments returned to TCF by MAY 31</li> <li>Revisions to address City Staff's comments</li> </ul>		
JUN 3 – JUN 7	<ul style="list-style-type: none"> <li>Incorporate city staff's comments into draft</li> </ul>	<ul style="list-style-type: none"> <li>95% Draft Document</li> </ul>	<ul style="list-style-type: none"> <li>✓ M. Ungaro</li> <li>✓ C. Montesinos</li> </ul>
JUN 12	Distribute Steering Committee packets		
JUN 19	Steering Committee Meeting #5 Agenda: Discussion of FINAL Draft Document		<ul style="list-style-type: none"> <li>✓ M. Ungaro</li> <li>✓ C. Montesinos</li> <li>✓ D. Hoover</li> </ul>
JUN 20 – JUN 21	Final revisions	<ul style="list-style-type: none"> <li>100% Document</li> </ul>	<ul style="list-style-type: none"> <li>✓ M. Ungaro</li> <li>✓ C. Montesinos</li> </ul>
JUN 24	Submit draft to City to be posted on the City Website	Public online review available	✓ M. Ungaro
JUL 2	Planning commission Approval & Recommendation		
JUL 22	Mayor & Council First Reading		
AUG 12	Mayor and Council Adoption		



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT:** Appointment of Zoning Audit Steering Committee Members

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

**Submitted:** February 6, 2019

**Council Meeting:** February 11, 2019

**DEPARTMENT:** Community Development/Planning and Zoning

**BUDGET IMPACT:** None

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

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**PURPOSE:** Consideration and action on the appointment of citizens to the Zoning Audit Steering Committee.

**HISTORY:** The 2035 Comprehensive Plan was approved and adopted by the Mayor and Council on May 11, 2015. With the adoption of an updated Comprehensive Plan, the next step is to update the City's zoning ordinance to ensure that the goals and objectives of the Comprehensive Plan can be achieved. The Collaborative Firm will assist the city with services related to auditing of the city's existing zoning ordinance and official zoning map, as well as an overall rewrite of the zoning ordinance.

Similar to the process used for the Comprehensive Plan update, the Public Involvement Plan requires the formation of a steering committee to guide community input. The committee membership will consist of Planning and Zoning Commissioners, Board of Appeals appointees, Downtown Development Authority members and other stakeholders. There will be a total of five steering committee meetings during the update process. It is anticipated that the meetings will be held in the evenings at City Hall or the Fairburn Annex. The Zoning Audit Steering Committee nominees are:

1. Thomas Cochran
2. Brenda Cooper
3. John Culbreth
4. Dave Dorrell
5. Elizabeth Echols
6. Bobby Fountain
7. Jesse Hightower
8. Derek Jones
9. Jason Jones
10. Shelby Phillips
11. Donna Phipps
12. Ellen Samuels
13. Tony Smith
14. Elise Stoney

- 15. Mark Wade
- 16. Jerry Williams

**RECOMMENDED ACTION:** For the Mayor and Council to appoint the above-mentioned citizens to the Zoning Audit Steering Committee.

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR THE SR 74 PARK & RIDE PROJECT**

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

Submitted: 01/31/2019

Work Session: 02/11/2019

Council Meeting: 02/11/2019

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of the proposed Intergovernmental Agreement is an increase of \$1.1 Million in project funding. The remaining balance of \$373,828.29 will be funded as follows: \$245,848.45 from 510-0000-61-1010, \$87,611.44 from 360-0000-54-1410 and \$40,368.40 from 260-0000-53-1100.

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

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**PURPOSE:** For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide funding for the SR 74 Park & Ride Project.

**HISTORY:** The City of Fairburn requested funding assistance from the South Fulton CID to deliver the proposed SR 74 Park and Ride Project.

**FACTS AND ISSUES:** The proposed IGA is the South Fulton CID's formal response to the aforementioned request. In order to be reimbursed \$1.1 Million in proposed construction funding the IGA with the South Fulton CID must be processed.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the South Fulton CID for the SR 74 Park and Ride Project.

  
Elizabeth Carr-Hurst, Mayor

**AGREEMENT  
BETWEEN  
CITY OF FAIRBURN  
AND  
SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT  
FOR  
TRANSPORTATION FACILITY IMPROVEMENTS**

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY and CID have collaborated on the creation of a Park and Ride Lot for commuters on State Route 74 (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is designed to reduce traffic congestion through the CITY and CID; and

WHEREAS, the PROJECT has been bid out with the lowest of 4 bids being submitted for \$1,473,828.29; and

WHEREAS, if the CID commits to pay the first \$1.1 Million to construct the PROJECT, the CITY is willing to provide the balance of the funding required to complete the PROJECT not to exceed the difference between the CID's

commitment of \$1.1 Million and the final contract amount; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §111, ¶(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The design is complete and the CITY owns the right of way for the PROJECT.

2. The CITY intends to contract with AM Construction, the low bidder, in the amount of \$1,473,828.29, and will undertake and assume all responsibilities for the construction and maintenance of the PROJECT; provided, however, if the CITY is unable to come to final contract terms with AM Construction, then this Agreement shall have no effect.

3. The CID will pay the first \$1.1 Million to construct the PROJECT on a reimbursement basis to the CITY.

4. The CITY will provide the balance of the funding required to complete the PROJECT not to exceed the difference between the CID's commitment of \$1.1 Million and the final contract amount.

5. The foregoing commitment from the CID expires should the construction not begin by April 30, 2019.

6. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise



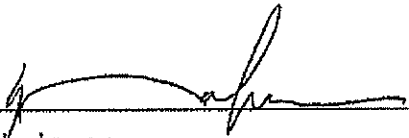
provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

SOUTH FULTON COMMUNITY  
IMPROVEMENT DISTRICT

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

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

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

Date: Feb 4, 2019

Attest: \_\_\_\_\_  
City Clerk

Approved: \_\_\_\_\_  
City Attorney



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF A CONTRACT AWARD WITH AM CONSTRUCTION FOR THE SR 74 PARK & RIDE PROJECT**

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

**Submitted: 01/31/2019    Work Session: 02/11/2019    Council Meeting: 02/11/2019**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of the contract award is \$1,473,828.29 of which \$1.1 Million will be reimbursed by the South Fulton CID and the remaining balance of \$373,828.29 will be funded as follows: \$245,848.45 from 510-0000-61-1010, \$87,611.44 from 360-0000-54-1410 and \$40,368.40 from 260-0000-53-1100.

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

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**PURPOSE:** For Mayor and Council to approve a contract award with AM Construction for the SR 74 Park & Ride Project.

**HISTORY:** Staff has been working collaboratively with the South Fulton CID since the summer of 2015 to create a Park & Ride Lot on SR 74. The project is designed to reduce traffic congestion on SR 74 during peak hours. This project will serve commuters who are interested in carpooling or vanpooling. Future expansion will include bus pull outs and shelters. The site development plans were approved on July 11<sup>th</sup>, 2018 by the Community Development Department. The project was put out to bid on November 28<sup>th</sup>, 2018. The bid opening date was January 10<sup>th</sup>, 2019.

**FACTS AND ISSUES:** Four (4) bids were received at the bid opening. Upon conclusion of the bid evaluation, it was determined that AM Construction was the lowest responsive and responsible bidder with a proposed contract amount of \$1,473,828.29.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve a Contract Award with AM Construction for the SR 74 Park & Ride Project for a contract amount of \$1,473,828.29.

  
Elizabeth Carr-Hurst, Mayor



# ENGINEERS ESTIMATE

Line	Item No.	Pay Item	Quantity	Unit	Unit Price	Cost
<b>GRAVING &amp; EROSION CONTROL</b>						
1	*	Construction Allowance (Unforeseen Expenses Approved by CM)	1	Fixed	\$ 25,000.00	\$ 25,000.00
2	210-0100	Grading Complete	1	LS	\$ 250,000.00	\$ 250,000.00
3	*	Erosion, Sedimentation, and Pollution Control (per plan)	1	LS	\$ 100,000.00	\$ 100,000.00
4	*	Grassing	4,000	SV	\$ 1.00	\$ 4,000.00
Section Subtotal:						\$379,000.00
<b>STORM DRAINAGE</b>						
5	550-1180	Storm Drain Pipe, 18 IN. H 1-10 (RCP)	450	LF	\$42.89	\$19,300.50
6	550-1240	Storm Drain Pipe, 24 IN. H 1-10 (RCP)	150	LF	\$61.51	\$9,226.50
7	550-1300	Storm Drain Pipe, 30 IN. H 1-10 (RCP)	380	LF	\$65.40	\$24,852.00
8	550-1420	Storm Drain Pipe, 42 IN. H 1-10 (RCP)	420	LF	\$99.61	\$41,836.20
9	550-1480	Storm Drain Pipe, 48 IN. H 1-10 (RCP)	140	LF	\$134.60	\$18,844.00
10	550-1540	Storm Drain Pipe, 54 IN. H 1-10 (RCP)	90	LF	\$147.54	\$13,278.60
11	550-4224	Flared End Section 24 In. Storm Drain	3	EA	\$926.71	\$2,780.13
12	*	Conc Headwall 30 in. Storm Drain	1	EA	\$2,750.00	\$2,750.00
13	*	Conc Headwall 48 in. Storm Drain	1	EA	\$3,150.00	\$3,150.00
14	*	Conc Headwall 54 in. Storm Drain	1	EA	\$3,500.00	\$3,500.00
15	603-2018	5in. Dumped Rip Rap, 10' x 18" IN	1,400	SV	\$51.37	\$71,918.00
16	603-1100	Catch Basin, GP 1 (SWCB)	6	EA	\$3,005.34	\$18,032.04
17	603-1110	Catch Basin, GP 1 Additional Depth	20	LF	\$260.48	\$5,209.20
18	603-4300	Storm Sewer Manhole, TP 1	6	EA	\$2,605.18	\$15,631.08
19	603-4311	Storm Sewer Manhole, TP 1, Additional Depth, CL 1	35	LF	\$285.65	\$10,004.75
20	603-9000	Outlet Control Structure*	1	EA	\$15,000.00	\$15,000.00
Section Subtotal:						\$273,813.00
<b>BASE AND PAVEMENT</b>						
21	310-5060	6S. Aggr. Base CRS, 6in. and Mail	8,590	SV	\$12.86	\$110,097.00
22	310-5080	6S. Aggr. Base CRS, 8in. and Mail	1,680	SV	\$19.28	\$32,390.40
23	310-5120	6S. Aggr. Base CRS, 12in. and Mail	930	SV	\$27.87	\$25,918.10
24	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, and Bitum Mail & H Lime	1,118	TN	\$77.61	\$86,787.98
25	402-3121	Asph Conc 9.5MM Superpave, GP 1 or 2, Incl Bitum Mail & H Lime	310	TN	\$68.09	\$21,107.90
26	402-3130	Asph Conc 12.5MM Superpave and Bitum Mail & H Lime	80	TN	\$73.86	\$5,911.20
27	402-3180	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Mail & H Lime	284	TN	\$69.89	\$19,848.76
28	413-0750	Track Coat	580	GL	\$2.78	\$1,612.40
Section Subtotal:						\$308,554.74
<b>SIDEWALK / CURB &amp; GUTTER</b>						
29	441-0104	Conc. Sidewalk (4")	700	SV	\$34.44	\$24,108.00
30	441-0012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	4,180	LF	\$25.00	\$104,750.00
31	441-0022	Conc Curb & Gutter, 6 IN X 30 IN, TP 2*	520	LF	\$35.00	\$18,200.00
32	441-1011	Curb C&G Wheel Chair Ramp, Type A	3	EA	\$2,397.52	\$7,192.56
33	441-1014	Curb C&G Wheel Chair Ramp, Type D	12	EA	\$2,668.03	\$32,016.36
Section Subtotal:						\$186,266.92
<b>SIGNAGE &amp; STRIPING</b>						
34	652-0120	Pavement Marking, Arrow, TP 1	30	EA	\$89.17	\$2,675.10
35	652-5451	Solid Traffic Stripe, 4 in. White	15,140	LF	\$0.57	\$8,629.80
36	653-0120	Thermoplastic PVMT Marking, Arrow, TP 2	2	EA	\$79.95	\$159.92
37	653-1502	Thermoplastic Solid Traf Stripe, 5 in. Yellow	70	LF	\$0.02	\$1.40
38	653-1704	Thermoplastic Solid Traf Stripe, 24 in. White	170	LF	\$7.10	\$1,207.00
39	653-1804	Thermoplastic Solid Traf Stripe, 3 in. White	780	LF	\$2.35	\$1,851.00
40	653-1810	Thermoplastic Solid Traf Stripe, 10 in. White	880	LF	\$1.88	\$1,654.40
41	653-5501	Regulatory Signs	140	LF	\$0.40	\$56.00
42	*	Regulatory Signs	17	EA	\$250.00	\$4,250.00
Section Subtotal:						\$20,532.12

AM CONSTRUCTION

STRAK CONSTRUCTION

LEWIS CONTRACTING

BRTU CONSTRUCTION

Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
\$248,563.00	\$248,563.00	\$342,917.39	\$342,917.39	\$399,405.35	\$399,405.35	\$599,125.00	\$599,125.00
\$105,729.40	\$105,729.40	\$132,907.51	\$132,907.51	\$304,752.02	\$304,752.02	\$73,700.00	\$73,700.00
\$0.49	\$190.28	\$15.84	\$53,360.00	\$4.31	\$18,040.00	\$1.00	\$4,000.00
\$381,652.40		\$654,184.90		\$737,197.37		\$1,041,825.00	
Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$38.00	\$17,100.00	\$40.00	\$18,000.00	\$37.00	\$16,590.00	\$60.00	\$27,000.00
\$47.20	\$7,056.00	\$52.00	\$9,300.00	\$43.00	\$5,450.00	\$70.00	\$10,500.00
\$59.00	\$22,420.00	\$57.00	\$21,060.00	\$50.00	\$21,000.00	\$80.00	\$20,400.00
\$88.00	\$39,660.00	\$105.00	\$45,420.00	\$81.00	\$34,020.00	\$102.00	\$32,400.00
\$113.00	\$15,620.00	\$132.00	\$18,480.00	\$98.00	\$13,440.00	\$110.00	\$15,400.00
\$140.00	\$12,600.00	\$169.00	\$15,210.00	\$175.00	\$15,150.00	\$190.00	\$15,600.00
\$3,356.00	\$10,068.00	\$5,188.00	\$15,564.00	\$963.00	\$2,685.00	\$1,000.00	\$3,000.00
\$1,270.00	\$1,270.00	\$2,940.00	\$2,940.00	\$1,763.00	\$1,763.00	\$3,000.00	\$3,000.00
\$3,015.00	\$3,015.00	\$5,598.00	\$5,598.00	\$3,096.00	\$3,096.00	\$4,500.00	\$4,500.00
\$43.00	\$60,200.00	\$61.00	\$61,100.00	\$3,435.00	\$3,435.00	\$7,395.00	\$7,395.00
\$4,660.00	\$27,960.00	\$187.00	\$3,740.00	\$3,479.00	\$20,874.00	\$4,250.00	\$20,000.00
\$3,085.00	\$18,510.00	\$294.00	\$7,682.00	\$192.00	\$3,540.00	\$4,500.00	\$24,000.00
\$17,784.00	\$17,784.00	\$31,159.00	\$31,159.00	\$192.00	\$6,720.00	\$4,000.00	\$4,000.00
\$268,402.00		\$307,240.00		\$240,441.00		\$296,640.00	
Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$12.44	\$111,338.00	\$9.11	\$81,534.50	\$13.73	\$122,865.50	\$13.00	\$176,350.00
\$15.94	\$26,779.20	\$12.16	\$22,428.80	\$17.92	\$30,103.60	\$18.00	\$28,800.00
\$20.19	\$18,776.70	\$24.72	\$22,989.60	\$32.05	\$29,605.80	\$38.00	\$28,640.00
\$110.78	\$123,852.04	\$119.67	\$134,014.65	\$123.94	\$138,117.72	\$115.00	\$78,570.00
\$110.28	\$34,186.80	\$114.51	\$35,498.10	\$123.05	\$38,139.50	\$115.00	\$35,650.00
\$161.49	\$12,919.20	\$120.60	\$35,648.00	\$174.95	\$13,995.80	\$170.00	\$13,600.00
\$111.83	\$31,759.72	\$115.67	\$32,821.88	\$123.05	\$34,940.02	\$115.00	\$32,660.00
\$3.78	\$1,192.40	\$5.05	\$2,929.00	\$9.03	\$5,231.40	\$10.00	\$5,800.00
\$381,804.06		\$399,864.64		\$413,226.64		\$388,910.00	
Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$5.38	\$3,765.00	\$4.69	\$3,673.00	\$4.15	\$31,605.00	\$16.00	\$67,000.00
\$18.26	\$76,593.20	\$17.06	\$71,461.40	\$16.82	\$70,938.70	\$16.00	\$67,000.00
\$26.88	\$13,977.60	\$23.58	\$12,197.50	\$20.82	\$12,911.60	\$20.00	\$10,400.00
\$107.50	\$32,22.50	\$442.50	\$1,328.50	\$750.10	\$27,310.50	\$750.00	\$27,250.00
\$107.50	\$1,250.00	\$442.50	\$5,307.60	\$750.10	\$5,481.20	\$750.00	\$5,400.00
\$95,946.30		\$128,488.50		\$127,304.80		\$113,190.00	
Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$114.22	\$3,428.60	\$25.00	\$1,522.40	\$101.58	\$3,047.40	\$70.00	\$15,140.00
\$1.08	\$16,551.20	\$0.12	\$1,816.80	\$451.48	\$8,478.40	\$1.00	\$3,500.00
\$114.22	\$2,224.44	\$125.41	\$280.00	\$2.28	\$158.20	\$5.00	\$240.00
\$3.23	\$2,226.10	\$1.30	\$7,152.10	\$2.90	\$1,343.00	\$5.00	\$550.00
\$3.23	\$2,551.70	\$2.69	\$2,628.10	\$3.39	\$2,678.10	\$6.00	\$4,740.00
\$3.23	\$2,551.70	\$2.69	\$2,628.10	\$3.61	\$3,176.80	\$6.00	\$5,280.00
\$9.88	\$8,516.40	\$1.30	\$1,522.00	\$1.69	\$2,256.60	\$5.00	\$5,800.00
\$2.69	\$2,741.25	\$1.30	\$5,076.00	\$564.36	\$9,584.12	\$400.00	\$5,800.00
\$161.25	\$2,741.25	\$238.59	\$5,076.00	\$29,616.80		\$31,700.00	
\$36,085.89		\$16,642.85					



UTILITIES			
43	660-9080 Sanitary Sewer Pipe, 8 in, ductile iron*	530	LF
44	668-3300 Sanitary Sewer Manhole, TP 1	2	EA
45	668-3314 Sanitary Sewer Manhole, TP 1, Additional Depth, CL 1	20	LF
46	670-1080 Water Main, 6 in	120	LF
47	670-1120 Water Main, 12 in	450	LF
48	670-2060 Gate Valve, 6"	2	EA
49	670-3126 6"x12"x12" Water Line Tee	2	EA
50	670-4000 6" Fire Hydrant Assembly	2	EA
51	681-3900 Simple Pendant Light*	12	EA
52	681-3901 Double Pendant Light*	3	EA
53	682-9540 Conduit, Fiberless, 4 in	480	LF
54	* Electric Car Charging Station (Dual)	2	EA
Section Subtotal:		\$174,963.02	

MISC. SITE ITEMS			
55	500-3110 Class A Concrete, Type F1, Retaining Wall	50	LF
56	643-1482 Chain-Link Fence - PVC	1,480	LF
57	643-3030 Gate, Chain Link, PVC Coat	2	EA
58	* Wheel Stops	12	EA
59	* 6" Bolards	22	EA
60	* Construction Layout	1	LS
61	* Maintenance of Traffic	1	LS
Section Subtotal:		\$144,242.50	
Overall Total Of Base Bid:		\$1,487,472.30	

ALTERNATE BID ITEMS			
ADDITIONAL ROADWAY RELATED ITEMS FOR RENAISSANCE PARKWAY			
62	310-5090 GFR Asph Base CRS, 8in, Ind Mail	1,600	SY
63	402-3103 Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Ind Bitum Mail & H Lime	132	TN
64	402-3180 Asph Conc 19MM Superpave, GP 1 or 2, Ind Bitum Mail & H Lime	176	TN
65	413-0750 Tract Coat	80	GL
66	441-6012 Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	300	LF
67	210-0100 Grading Complete	1	LS
Section Subtotal:		\$88,115.56	

LANDSCAPING			
01	* Crepe Myrtle Tree (3" caliper)	58	EA
02	* Chaste Tree (3" caliper)	65	EA
03	* Compact Indebry Shrub	201	EA
04	* Georgia Petiole Indian Hawthorne	17	EA
Section Subtotal:		\$0,680.00	
TOTAL OF BASE BID ITEMS:		\$1,487,472.30	
TOTAL ALTERNATE RENAISSANCE PARKWAY ITEMS:		\$8,115.56	
TOTAL ALTERNATE LANDSCAPING ITEMS:		\$0,680.00	
TOTAL BASE BID AND ALTERNATE ITEMS:		\$1,496,267.86	

Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$44.00	\$23,320.00	\$80.67	\$42,755.10	\$55.78	\$29,563.40	\$45.00	\$23,850.00
\$3,564.00	\$7,128.00	\$3,327.07	\$6,654.14	\$2,359.79	\$4,719.58	\$5,000.00	\$10,000.00
\$262.00	\$5,240.00	\$256.31	\$5,126.20	\$374.44	\$7,488.80	\$500.00	\$1,000.00
\$34.00	\$4,080.00	\$24.45	\$2,934.00	\$29.64	\$3,556.80	\$50.00	\$50.00
\$14.96	\$18,882.00	\$47.86	\$21,447.00	\$34.00	\$19,350.00	\$75.00	\$3,750.00
\$1,119.00	\$2,238.00	\$597.64	\$1,192.98	\$814.54	\$1,629.08	\$3,000.00	\$9,000.00
\$86.85	\$1,737.00	\$1,291.46	\$2,582.92	\$1,068.33	\$2,136.66	\$1,000.00	\$3,000.00
\$4,070.00	\$8,140.00	\$2,266.50	\$4,533.00	\$4,741.45	\$9,482.90	\$4,500.00	\$9,000.00
\$3,000.00	\$6,000.00	\$11,686.48	\$10,262.24	\$10,262.24	\$17,216.88	\$10,600.00	\$17,216.88
\$3,000.00	\$9,000.00	\$13,311.41	\$39,924.23	\$13,075.33	\$39,075.99	\$17,000.00	\$33,000.00
\$5.00	\$2,880.00	\$18.15	\$3,712.00	\$55.47	\$31,425.60	\$13.00	\$2,460.00
\$13,000.00	\$26,000.00	\$29,085.69	\$58,171.38	\$19,188.09	\$38,376.18	\$13,000.00	\$26,000.00
\$144,081.70		\$334,923.93		\$309,951.97		\$289,040.00	

Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$471.35	\$23,567.50	\$197.88	\$39,884.00	\$936.83	\$46,841.50	\$750.00	\$37,500.00
\$9.22	\$13,645.60	\$15.28	\$22,614.40	\$24.83	\$36,748.40	\$20.00	\$20,000.00
\$1,430.00	\$2,860.00	\$372.98	\$7,459.56	\$1,805.94	\$3,611.88	\$2,000.00	\$2,000.00
\$170.00	\$1,700.00	\$203.94	\$2,447.28	\$111.75	\$1,341.00	\$200.00	\$2,400.00
\$550.00	\$12,100.00	\$209.66	\$4,612.52	\$1,005.81	\$22,127.82	\$200.00	\$2,400.00
\$2,200.00	\$2,200.00	\$70,886.50	\$20,886.50	\$9,932.66	\$9,932.66	\$15,000.00	\$15,000.00
\$2,200.00	\$2,200.00	\$47,895.94	\$47,895.94	\$13,544.53	\$13,544.53	\$92,486.00	\$92,486.00
\$67,893.10		\$109,086.60		\$134,147.79		\$188,398.00	
\$1,345,848.45		\$1,799,929.32		\$1,991,884.97		\$2,388,891.00	

Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$15.94	\$25,504.00	\$12.16	\$19,456.00	\$15.80	\$25,280.00	\$18.00	\$28,800.00
\$110.78	\$14,682.96	\$119.87	\$15,822.84	\$133.19	\$17,581.08	\$115.00	\$15,180.00
\$111.83	\$19,682.08	\$15.57	\$20,340.52	\$128.67	\$22,645.92	\$115.00	\$20,240.00
\$3.78	\$302.40	\$5.05	\$404.00	\$12.42	\$993.60	\$10.00	\$800.00
\$19.80	\$5,940.00	\$15.16	\$4,548.00	\$24.83	\$7,449.00	\$16.00	\$4,800.00
\$21,560.00	\$21,560.00	\$29,538.11	\$29,538.11	\$16,930.67	\$16,930.67	\$40,000.00	\$40,000.00
\$87,671.44		\$90,109.27		\$90,880.27		\$109,820.00	

Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
\$216.56	\$12,560.48	\$409.25	\$23,736.50	\$965.05	\$55,972.90	\$480.00	\$27,840.00
\$216.56	\$14,076.40	\$425.73	\$27,672.45	\$965.05	\$62,728.25	\$580.00	\$38,400.00
\$50.00	\$10,050.00	\$28.84	\$5,766.84	\$67.72	\$13,611.72	\$25.00	\$25,000.00
\$216.56	\$3,881.52	\$58.67	\$1,167.39	\$67.72	\$1,151.24	\$30.00	\$510.00
\$40,968.40		\$58,373.18		\$133,484.11		\$69,775.00	
\$1,345,848.45		\$1,799,929.32		\$1,991,884.97		\$2,388,891.00	
\$87,671.44		\$90,109.27		\$90,880.27		\$109,820.00	
\$1,473,828.25		\$1,948,411.77		\$2,163,464.11		\$2,539,286.00	

\* Bid change of +\$37.20

\* Bid change of +\$456.03



BID PROPOSAL, Page 1 of 3

Proposal of Am Construction LLC (hereinafter called "BIDDER")  
a contractor organized and existing under the laws of the state of Georgia,  
\*an individual, a corporation, or partnership doing business as Amcon Industrial  
Am Construction LLC

\*Strike out inapplicable terms.

THIS BID SUBMITTED TO: City of Fairburn(hereinafter called "CITY")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Total Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **SR 74 Park and Ride, RFB 18-011 in City of Fairburn.**

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addendum No 1 to SR 74 Park and Ride  
Addendum No 2 to SR 74 Park and Ride

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.

BID PROPOSAL, Page 2 of 3

4. **BIDDER** has given the **City of Fairburn** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Fairburn**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Fairburn**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within fifteen (15) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the **two hundred seventy** (270) days from **Notice To Proceed**.

**TOTAL BASE BID PROPOSAL SUM:**

*One million three hundred forty five thousand*

*eight hundred eleven dollars + twenty five cents*

(written amount)

\$ 1,345,811.25

1,345,848.45

KL  
11/11/19

The low bidder will be determined based upon the sum of the total unit prices in the base bid and any additives chosen by the owner. Payment will only be made for acceptable work. Bidders/Contractors shall include any and all costs for work incidental to the project within their lump sum bid.



## SECTION ONE

### BID PROPOSAL, Page 3 of 3

Attached hereto is a bid bond or certified check on the (Bank) Nationwide Mutual in the amount of 10,000,000.00.  
(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

Danny McElwaney — AM Construction LLC

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

City of Fairburn, Georgia

Signed, sealed, and dated this 7 day of Jan, 2019

BIDDER: AM Construction LLC  
(Company Name)

By: Danny McElwaney

Title: Civil Director

Mailing Address:

1375 Oakley Industrial  
Fairburn, ga. 30213

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

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Line Item	Item No.	Pay Item	Quantity	Unit	Unit Price	Cost
<b>GRADING &amp; EROSION CONTROL</b>						
1	*	Construction Allowance (Unforeseen Expenses Approved by City)	1	Fixed	\$ 25,000.00	\$ 25,000.00
2	210-0100	Grading Complete	1	LS	\$ 248,963.00	\$ 248,963.00
3	*	Erosion, Sedimentation, and Pollution Control (per plan)	1	LS	\$ 105,729.40	\$ 105,729.40
4	*	Grassing	4,000	SY	\$ 0.49	\$ 1,960.00
Section Subtotal:						\$ 381,652.40
<b>STORM DRAINAGE</b>						
5	550-1180	Storm Drain Pipe, 18 IN, H 1-10 (RCP)	450	LF	\$ 38	\$ <del>17,113.50</del> 17,100
6	550-1240	Storm Drain Pipe, 24 IN, H 1-10 (RCP)	150	LF	\$ 47	\$ <del>7,033.50</del> 7050
7	550-1300	Storm Drain Pipe, 30 IN, H 1-10 (RCP)	380	LF	\$ 59	\$ <del>22,385.00</del> 22,420
8	550-1420	Storm Drain Pipe, 42 IN, H 1-10 (RCP)	420	LF	\$ 88	\$ 36,960.00
9	550-1480	Storm Drain Pipe, 48 IN, H 1-10 (RCP)	140	LF	\$ 113	\$ 15,820.00
10	550-1540	Storm Drain Pipe, 54 IN, H 1-10 (RCP)	90	LF	\$ 140	\$ 12,600.00
11	550-4224	Flared End Section 24 in. Storm Drain	3	EA	\$ 3,356	\$ 10,068.00
12	*	Conc Headwall 30 in. Storm Drain	1	EA	\$ 1,270	\$ 1,270.00
13	*	Conc Headwall 48 in. Storm Drain	1	EA	\$ 3,015	\$ 3,015.00
14	*	Conc Headwall 54 in. Storm Drain	1	EA	\$ 3,015	\$ 3,015.00
15	603-2018	Stn Dumped Rip Rap, Tp 1, 18 IN	1,400	SY	\$ 43	\$ 60,200.00
16	668-1100	Catch Basin, GP 1 (SWCB)	6	EA	\$ 4,660	\$ 27,960.00
17	668-1110	Catch Basin, GP 1 Additional Depth	20	LF	\$ 266	\$ 5,320.00
18	668-4300	Storm Sewer Manhole, TP 1	6	EA	\$ 3,085	\$ 18,510.00
19	668-4311	Storm Sewer Manhole, TP 1, Additional Depth, CL 1	35	LF	\$ 266	\$ 9,310.00
20	668-9800	Outlet Control Structure*	1	EA	\$ 17,784	\$ 17,784.00
Section Subtotal:						\$ <del>268,364.80</del> 268,402
<b>BASE AND PAVEMENT</b>						
21	310-5060	GR Aggr Base CRS, 6in, Incl Matl	8,950	SY	\$ 12.44	\$ 111,338.00
22	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,680	SY	\$ 15.94	\$ 26,779.20
23	310-5120	GR Aggr Base CRS, 12in, Incl Matl	930	SY	\$ 20.19	\$ 18,776.70
24	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	1,118	TN	\$ 110.78	\$ 123,852.04
25	402-3121	Asph Conc 25MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	310	TN	\$ 110.28	\$ 34,186.80
26	402-3130	Asph Conc 12.5MM Superpave incl Bitum Matl & H Lime	80	TN	\$ 161.49	\$ 12,919.20

27	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	284	TN	\$ 111.83	\$ 31,759.72
28	413-0750	Tack Coat	580	GL	\$ 3.78	\$ 2,192.40
Section Subtotal:						\$ 361,804.06
<b>SIDEWALK / CURB &amp; GUTTER</b>						
29	441-0104	Conc. Sidewalk (4")	700	SY	\$ 5.38	\$ 3,766.00
30	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	4,190	LF	\$ 18.28	\$ 76,593.20
31	441-6022	Conc Curb & Gutter, 6 IN X 30 IN, TP 2*	520	LF	\$ 26.88	\$ 13,977.60
32	441-7011	Curb Cut Wheel Chair Ramp, Type A	3	EA	\$ 107.50	\$ 322.50
33	441-7014	Curb Cut Wheel Chair Ramp, Type D	12	EA	\$ 107.50	\$ 1,290.00
Section Subtotal:						\$ 95,949.30
<b>SIGNAGE &amp; STRIPING</b>						
34	652-0120	Pavement Marking, Arrow, TP 1	30	EA	\$ 114.22	\$ 3,426.60
35	652-5451	Solid Traffic Stripe, 4 in, White	15,140	LF	\$ 1.08	\$ 16,351.20
36	653-0120	Thermoplastic PVMT Marking, Arrow, TP 2	2	EA	\$ 114.22	\$ 228.44
37	653-1502	Thermoplastic Solid Traf Stripe, 5 in, Yellow	70	LF	\$ 3.23	\$ 226.10
38	653-1704	Thermoplastic Solid TRAF Stripe, 24 in, white.	170	LF	\$ 9.68	\$ 1,645.60
39	653-1804	Thermoplastic Solid Traf Stripe, 8 in, White	790	LF	\$ 3.23	\$ 2,551.70
40	653-1810	Thermoplastic Solid Traf Stripe, 10 in, White	880	LF	\$ 9.68	\$ 8,518.40
41	653-3501	Thermoplastic Skip Traf Stripe, 5 in, White	140	LF	\$ 2.69	\$ 376.60
42	*	Regulatory Signs	17	EA	\$ 161.25	\$ 2,741.25
Section Subtotal:						\$ 36,065.89
<b>UTILITIES</b>						
43	660-0808	Sanitary Sewer Pipe, 8 in, ductile iron*	530	LF	\$ 44.00	\$ 23,320.00
44	668-3300	Sanitary Sewer Manhole, TP 1	2	EA	\$ 3,564.00	\$ 7,128.00
45	668-3314	Sanitary Sewer Manhole, TP 1, Additional Depth, CL 1	20	LF	\$ 262.00	\$ 5,240.00
46	670-1060	Water Main, 6 in	120	LF	\$ 34.00	\$ 4,080.00
47	670-1120	Water Main, 12 in	450	LF	\$ 41.96	\$ 18,882.00
48	670-2060	Gate Valve, 6"	2	EA	\$ 1,119.00	\$ 2,238.00
49	670-3126	6"x12"x12" Water Line Tee	2	EA	\$ 586.85	\$ 1,173.70
50	670-4000	6" Fire Hydrant Assembly	2	EA	\$ 4,070.00	\$ 8,140.00
51	681-3600	Single Pendant Lights*	12	EA	\$ 3,000.00	\$ 36,000.00
52	681-3601	Double Pendant Lights*	3	EA	\$ 3,000.00	\$ 9,000.00
53	682-6540	Conduit, Fiberglass, 4 IN	480	LF	\$ 6.00	\$ 2,880.00



54	*	Electric Car Charging Station (Dual)	2	EA	\$ 13,000.00	\$ 26,000.00
Section Subtotal:						\$ 144,081.70
<b>MISC. SITE ITEMS</b>						
55	500-3110	Class A Concrete, Type P1, Retaining Wall	50	LF	\$ 471.35	\$ 23,567.50
56	643-1452	Chain-Link Fence - PVC	1,480	LF	\$ 9.22	\$ 13,645.60
57	643-8030	Gate, Chain Link, PVC Coat	2	EA	\$ 1,430.00	\$ 2,860.00
58	*	Wheel Stops	12	EA	\$ 110.00	\$ 1,320.00
59	*	6" Bollards	22	EA	\$ 550.00	\$ 12,100.00
60	*	Construction Layout	1	LS	\$ 2,200.00	\$ 2,200.00
61	*	Maintenance of Traffic	1	LS	\$ 2,200.00	\$ 2,200.00
Section Subtotal:						\$ 57,893.10
Overall Total Of Base Bid:						\$ 1,345,811.25
<b>ALTERNATE BID ITEMS</b>						
<b>ADDITIONAL ROADWAY RELATED ITEMS FOR RENAISSANCE PARKWAY</b>						
62	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,600	SY	\$ 15.94	\$ 25,504.00
63	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	132	TN	\$ 110.78	\$ 14,622.96
64	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	176	TN	\$ 111.83	\$ 19,682.08
65	413-0750	Tack Coat	80	GL	\$ 3.78	\$ 302.40
66	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	300	LF	\$ 19.80	\$ 5,940.00
67	210-0100	Grading Complete	1	LS	\$ 21,560.00	\$ 21,560.00
Section Subtotal:						\$ 87,611.44

<b>LANDSCAPING</b>						
61	*	Crape Myrtle Tree (3" caliper)	58	EA	\$ 216.56	\$ 12,560.48
62	*	Chaste Tree (3" caliper)	65	EA	\$ 216.56	\$ 14,076.40
63	*	Compact Inkberry Shrub	201	EA	\$ 50.00	\$ 10,050.00
64	*	Georgia Petite Indian Hawthorne	17	EA	\$ 216.56	\$ 3,681.52
Section Subtotal:						\$ 40,368.40
TOTAL OF BASE BID ITEMS:						<del>\$ 1,345,811.25</del> 1,345,848.45
TOTAL ALTERNATE RENAISSANCE PARKWAY ITEMS:						\$ 87,611.44
TOTAL ALTERNATE LANDSCAPING ITEMS:						\$ 40,368.40
<b>TOTAL BASE BID AND ALTERNATE ITEMS:</b>						<del>\$ 1,473,791.09</del>

**\$1,473,828.29**

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**BID PROPOSAL, Page 1 of 3**

Proposal of Strack, Incorporated (hereinafter called "**BIDDER**")  
a contractor organized and existing under the laws of the state of Georgia,  
\*an individual, a corporation, or partnership doing business as Strack, Incorporated

\*Strike out inapplicable terms.

THIS BID SUBMITTED TO: City of Fairburn(hereinafter called "**CITY**")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Total Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **SR 74 Park and Ride, RFB 18-011 in City of Fairburn.**

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addendum #1

Addendum #2

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.



**BID PROPOSAL, Page 2 of 3**

4. **BIDDER** has given the **City of Fairburn** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Fairburn**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Fairburn**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within fifteen (15) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the two hundred seventy (270) days from **Notice To Proceed**.

**TOTAL BASE BID PROPOSAL SUM:**

**One Million Nine Hundred Forty Eight Thousand Four  
Hundred Eleven Dollars and 77/100 Cents**

(written amount)

**\$ 1,948,411.77**

The low bidder will be determined based upon the sum of the total unit prices in the base bid and any additives chosen by the owner. Payment will only be made for acceptable work. Bidders/Contractors shall include any and all costs for work incidental to the project within their lump sum bid.



## SECTION ONE

### BID PROPOSAL, Page 3 of 3

Attached hereto is a bid bond or certified check on the (Bank) Sterling Risk Advisors in the amount of \_\_\_\_\_  
(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

Jonathan Strack , President

11 Lodgepole Pine Ct, Newnan, Ga 30265

Alfred D. Strack, CEO

200 Fast Guard Farms, Newnan, Ga 30263

Carolyn Strack , Corporate Secretary

200 Fast Guard Farms, Newnan, Ga 30263

City of Fairburn, Georgia

Signed, sealed, and dated this 10 day of January 2019, 2018.

**BIDDER:** Strack, Incorporated  
(Company Name)

By: Jonathan Strack

Title: President

Mailing Address:

125 Laser Industrial Court

Fairburn, GA 30213

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Line Item	Item No.	Pay Item	Quantity	Unit	Unit Price	Cost
<b>GRADING &amp; EROSION CONTROL</b>						
1	*	Construction Allowance (Unforeseen Expenses Approved by City)	1	Fixed	\$ 25,000.00	\$ 25,000.00
2	210-0100	Grading Complete	1	LS	\$ 342,917.39	\$ 342,917.39
3	*	Erosion, Sedimentation, and Pollution Control (per plan)	1	LS	\$ 132,907.51	\$ 132,907.51
4	*	Grassing	4,000	SY	\$ 15.84	\$ 63,360.00
Section Subtotal:						\$ 564,184.90
<b>STORM DRAINAGE</b>						
5	550-1180	Storm Drain Pipe, 18 IN, H 1-10 (RCP)	450	LF	\$ 40	\$ 18,000.00
6	550-1240	Storm Drain Pipe, 24 IN, H 1-10 (RCP)	150	LF	\$ 62	\$ 9,300.00
7	550-1300	Storm Drain Pipe, 30 IN, H 1-10 (RCP)	380	LF	\$ 67	\$ 25,460.00
8	550-1420	Storm Drain Pipe, 42 IN, H 1-10 (RCP)	420	LF	\$ 106	\$ 44,520.00
9	550-1480	Storm Drain Pipe, 48 IN, H 1-10 (RCP)	140	LF	\$ 132	\$ 18,480.00
10	550-1540	Storm Drain Pipe, 54 IN, H 1-10 (RCP)	90	LF	\$ 169	\$ 15,210.00
11	550-4224	Flared End Section 24 in. Storm Drain	3	EA	\$ 5,188	\$ 15,564.00
12	*	Conc Headwall 30 in. Storm Drain	1	EA	\$ 2,940	\$ 2,940.00
13	*	Conc Headwall 48 in. Storm Drain	1	EA	\$ 5,588	\$ 5,588.00
14	*	Conc Headwall 54 in. Storm Drain	1	EA	\$ 6,151	\$ 6,151.00
15	603-2018	Strn Dumped Rip Rap, Tp 1, 18 IN	1,400	SY	\$ 41	\$ 57,400.00
16	668-1100	Catch Basin, GP 1 (SWCB)	6	EA	\$ 4,841	\$ 29,046.00
17	668-1110	Catch Basin, GP 1 Additional Depth	20	LF	\$ 187	\$ 3,740.00
18	668-4300	Storm Sewer Manhole, TP 1	6	EA	\$ 2,947	\$ 17,682.00
19	668-4311	Storm Sewer Manhole, TP 1, Additional Depth, CL 1	35	LF	\$ 200	\$ 7,000.00
20	668-9800	Outlet Control Structure*	1	EA	\$ 31,159	\$ 31,159.00
Section Subtotal:						\$ 307,240.00
<b>BASE AND PAVEMENT</b>						
21	310-5060	GR Aggr Base CRS, 6in, Incl Matl	8,950	SY	\$ 9.11	\$ 81,534.50
22	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,680	SY	\$ 12.16	\$ 20,428.80
23	310-5120	GR Aggr Base CRS, 12in, Incl Matl	930	SY	\$ 24.72	\$ 22,989.60
24	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	1,118	TN	\$ 119.87	\$ 134,014.66
25	402-3121	Asph Conc 25MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	310	TN	\$ 114.51	\$ 35,498.10

26	402-3130	Asph Conc 12.5MM Superpave incl Bitum Matl & H Lime	80	TN	\$ 120.60	\$ 9,648.00
27	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	284	TN	\$ 115.57	\$ 32,821.88
28	413-0750	Tack Coat	580	GL	\$ 5.05	\$ 2,929.00
Section Subtotal:						\$ 339,864.54
<b>SIDEWALK / CURB &amp; GUTTER</b>						
29	441-0104	Conc. Sidewalk (4")	700	SY	\$ 54.59	\$ 38,213.00
30	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	4,190	LF	\$ 17.06	\$ 71,481.40
31	441-6022	Conc Curb & Gutter, 6 IN X 30 IN, TP 2*	520	LF	\$ 23.38	\$ 12,157.60
32	441-7011	Curb Cut Wheel Chair Ramp, Type A	3	EA	\$ 442.30	\$ 1,326.90
33	441-7014	Curb Cut Wheel Chair Ramp, Type D	12	EA	\$ 442.30	\$ 5,307.60
Section Subtotal:						\$ 128,486.50
<b>SIGNAGE &amp; STRIPING</b>						
34	652-0120	Pavement Marking, Arrow, TP 1	30	EA	\$ 25.08	\$ 752.40
35	652-5451	Solid Traffic Stripe, 4 in, White	15,140	LF	\$ 0.12	\$ 1,816.80
36	653-0120	Thermoplastic PVMT Marking, Arrow, TP 2	2	EA	\$ 125.41	\$ 250.82
37	653-1502	Thermoplastic Solid Traf Stripe, 5 in, Yellow	70	LF	\$ 1.30	\$ 91.00
38	653-1704	Thermoplastic Solid TRAF Stripe, 24 in, white.	170	LF	\$ 10.15	\$ 1,725.50
39	653-1804	Thermoplastic Solid Traf Stripe, 8 in, White	790	LF	\$ 2.69	\$ 2,125.10
40	653-1810	Thermoplastic Solid Traf Stripe, 10 in, White	880	LF	\$ 5.14	\$ 4,523.20
41	653-3501	Thermoplastic Skip Traf Stripe, 5 in, White	140	LF	\$ 1.30	\$ 182.00
42	*	Regulatory Signs	17	EA	\$ 298.59	\$ 5,076.03
Section Subtotal:						\$ 16,542.85
<b>UTILITIES</b>						
43	660-0808	Sanitary Sewer Pipe, 8 in, ductile iron*	530	LF	\$ 80.67	\$ 42,755.10
44	668-3300	Sanitary Sewer Manhole, TP 1	2	EA	\$ 3,327.07	\$ 6,654.14
45	668-3314	Sanitary Sewer Manhole, TP 1, Additional Depth, CL 1	20	LF	\$ 256.31	\$ 5,126.20
46	670-1060	Water Main, 6 in	120	LF	\$ 24.45	\$ 2,934.00
47	670-1120	Water Main, 12 in	450	LF	\$ 47.66	\$ 21,447.00
48	670-2060	Gate Valve, 6"	2	EA	\$ 697.64	\$ 1,395.28
49	670-3126	6"x12"x12" Water Line Tee	2	EA	\$ 1,291.46	\$ 2,582.92
50	670-4000	6" Fire Hydrant Assembly	2	EA	\$ 2,286.90	\$ 4,573.80





TOTAL OF BASE BID ITEMS:	\$1,799,929.32
TOTAL ALTERNATE RENAISSANCE PARKWAY ITEMS:	\$ 90,109.27
TOTAL ALTERNATE LANDSCAPING ITEMS:	\$ 58,373.18
<b>TOTAL BASE BID AND ALTERNATE ITEMS:</b>	<b>\$1,948,411.77</b>

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**RFB No. 18-011**

**CITY OF FAIRBURN**

**SR74 PARK AND RIDE**

**OFFEROR:**

Lewis Contracting Services, LLC  
457 Flat Shoals Avenue, Suite 2  
Atlanta, GA. 30316

EMAIL ADDRESS: [ddillard@lewiscontractingservices.com](mailto:ddillard@lewiscontractingservices.com)  
[mtrawick@lewiscontractingservices.com](mailto:mtrawick@lewiscontractingservices.com)

Telephone number: 404.522.1538 ext. 133

Fax Number: 770.482.5096

Mobile Number: 404.557.7612/404.823.7971





COPY

**RFB No. 18-011**  
**CITY OF FAIRBURN**  
**SR74 PARK AND RIDE**

**BID PROPOSAL**

COPY

## BID PROPOSAL, Page 1 of 3

Proposal of Lewis Contracting Services, LLC (hereinafter called "**BIDDER**")  
 a contractor organized and existing under the laws of the state of Georgia,  
~~\*an individual~~, a corporation, or ~~partnership~~ doing business as a corporation

\*Strike out inapplicable terms.

THIS BID SUBMITTED TO: City of Fairburn(hereinafter called "**CITY**")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Total Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **SR 74 Park and Ride, RFB 18-011 in City of Fairburn.**

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

Addendum No. 1 dated 12.26.2018

Addendum No. 2 dated 01.03.2019

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.

## BID PROPOSAL, Page 2 of 3

COPY

4. **BIDDER** has given the **City of Fairburn** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Fairburn**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Fairburn**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within fifteen (15) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the two hundred seventy (270) days from **Notice To Proceed**.

**TOTAL BASE BID PROPOSAL SUM:**

Two Million Two Hundred Fifteen Thousand  
Seven Hundred Seventy Three Dollars and Thirty Two Cents

(written amount)

~~\$2,215,773.32~~

\$ 2,216,229.35

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The low bidder will be determined based upon the sum of the total unit prices in the base bid and any additives chosen by the owner. Payment will only be made for acceptable work. Bidders/Contractors shall include any and all costs for work incidental to the project within their lump sum bid.



SECTION ONE

BID PROPOSAL, Page 3 of 3

COPY

Attached hereto is a bid bond or certified check on the (Bank) Bid Bond in the amount of \$110,767.00

(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as **CONTRACTORS**, are named as follows:

Lewis Contracting Services, LLC

457 Flat Shoals Avenue, Suite 2

Atlanta, GA. 30316

City of Fairburn, Georgia

Signed, sealed, and dated this 10 day of January, 2018. 2019

BIDDER: Lewis Contracting Services, LLC  
(Company Name)

By:

Charlie B. Lewis, Jr.  
Charlie B. Lewis, Jr.

Title:

Operations Manager

Mailing Address:

Lewis Contracting Services, LLC

457 Flat Shoals Avenue, SE, Suite 2

Atlanta, GA. 30316

Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

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Line Item	Item No.	Pay Item	Quantity	Unit	Unit Price	Cost
GRADING & EROSION CONTROL						
1	*	Construction Allowance (Unforeseen Expenses Approved by City)	1	Fixed	\$ 25,000.00	\$ 25,000.00
2	210-0100	Grading Complete	1	LS	\$ 389,405.35	\$ 389,405.35
3	*	Erosion, Sedimentation, and Pollution Control (per plan)	1	LS	\$ 304,752.02	\$ 304,752.02
4	*	Grassing	4,000	SY	\$ 4.51	\$ 18,040.00
Section Subtotal:						\$ 737,197.37
STORM DRAINAGE						
5	550-1180	Storm Drain Pipe, 18 IN, H 1-10 (RCP)	450	LF	\$ 37	\$ <del>16,749.00</del> 16,650
6	550-1240	Storm Drain Pipe, 24 IN, H 1-10 (RCP)	150	LF	\$ 43	\$ <del>6,424.50</del> 6,450
7	550-1300	Storm Drain Pipe, 30 IN, H 1-10 (RCP)	380	LF	\$ 56	\$ <del>21,376.00</del> 21,280
8	550-1420	Storm Drain Pipe, 42 IN, H 1-10 (RCP)	420	LF	\$ 81	\$ <del>34,135.40</del> 34,020
9	550-1480	Storm Drain Pipe, 48 IN, H 1-10 (RCP)	140	LF	\$ 96	\$ <del>13,424.00</del> 13,440
10	550-1540	Storm Drain Pipe, 54 IN, H 1-10 (RCP)	90	LF	\$ 175	\$ <del>15,720.00</del> 15,750
11	550-4224	Flared End Section 24 in. Storm Drain	3	EA	\$ 963	\$ <del>2,889.00</del> 2,889
12	*	Conc Headwall 30 in. Storm Drain	1	EA	\$ 1,783	\$ <del>1,783.41</del> 1,783
13	*	Conc Headwall 48 in. Storm Drain	1	EA	\$ 3,096	\$ 3,096.42
14	*	Conc Headwall 54 in. Storm Drain	1	EA	\$ 3,435	\$ 3,435.39
15	603-2018	Stn Dumped Rip Rap, Tp 1, 18 IN	1,400	SY	\$ 47	\$ <del>65,120.00</del> 65,800
16	668-1100	Catch Basin, GP 1 (SWCB)	6	EA	\$ 3,479	\$ <del>20,871.84</del> 20,874
17	668-1110	Catch Basin, GP 1 Additional Depth	20	LF	\$ 192	\$ <del>3,841.00</del> 3,840
18	668-4300	Storm Sewer Manhole, TP 1	6	EA	\$ 766	\$ <del>4,596.00</del> 4,596
19	668-4311	Storm Sewer Manhole, TP 1, Additional Depth, CL 1	35	LF	\$ 192	\$ <del>6,720.00</del> 6,720
20	668-9800	Outlet Control Structure*	1	EA	\$ 19,818	\$ <del>19,817.81</del> 19,818
Section Subtotal:						\$ <del>239,384.97</del> 240,441
BASE AND PAVEMENT						
21	310-5060	GR Aggr Base CRS, 6in, Incl Matl	8,950	SY	\$ 13.73	\$ 122,883.50
22	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,680	SY	\$ 17.92	\$ 30,105.60
23	310-5120	GR Aggr Base CRS, 12in, Incl Matl	930	SY	\$ 32.05	\$ 29,806.50
24	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	1,118	TN	\$ 123.54	\$ 138,117.72
25	402-3121	Asph Conc 25MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	310	TN	\$ 123.03	\$ 38,139.30



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26	402-3130	Asph Conc 12.5MM Superpave Incl Bitum Matl & H Lime	80	TN	\$ 174.95	\$ 13,996.00
27	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	284	TN	\$ 123.03	\$ 34,940.52
28	413-0750	Tack Coat	580	GL	\$ 9.03	\$ 5,237.40
Section Subtotal:						\$ 413,226.54

## SIDEWALK / CURB &amp; GUTTER

29	441-0104	Conc. Sidewalk (4")	700	SY	\$ 45.15	\$ 31,605.00
30	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	4,190	LF	\$ 16.93	\$ 70,936.70
31	441-6022	Conc Curb & Gutter, 6 IN X 30 IN, TP 2*	520	LF	\$ 24.83	\$ 12,911.60
32	441-7011	Curb Cut Wheel Chair Ramp, Type A	3	EA	\$ 790.10	\$ 2,370.30
33	441-7014	Curb Cut Wheel Chair Ramp, Type D	12	EA	\$ 790.10	\$ 9,481.20
Section Subtotal:						\$ 127,304.80

## SIGNAGE &amp; STRIPING

34	652-0120	Pavement Marking, Arrow, TP 1	30	EA	\$ 101.58	\$ 3,047.40
35	652-5451	Solid Traffic Stripe, 4 in, White	15,140	LF	\$ 0.56	\$ 8,478.40
36	653-0120	Thermoplastic PVMT Marking, Arrow, TP 2	2	EA	\$ 451.49	\$ 902.98
37	653-1502	Thermoplastic Solid Traf Stripe, 5 in, Yellow	70	LF	\$ 2.26	\$ 158.20
38	653-1704	Thermoplastic Solid TRAF Stripe, 24 in, white.	170	LF	\$ 7.90	\$ 1,343.00
39	653-1804	Thermoplastic Solid Traf Stripe, 8 in, White	790	LF	\$ 3.39	\$ 2,678.10
40	653-1810	Thermoplastic Solid Traf Stripe, 10 in, White	880	LF	\$ 3.61	\$ 3,176.80
41	653-3501	Thermoplastic Skip Traf Stripe, 5 in, White	140	LF	\$ 1.69	\$ 236.60
42	*	Regulatory Signs	17	EA	\$ 564.36	\$ 9,594.12
Section Subtotal:						\$ 29,615.60

## UTILITIES

43	660-0808	Sanitary Sewer Pipe, 8 in, ductile Iron*	530	LF	\$ 55.78	\$ 29,563.40
44	668-3300	Sanitary Sewer Manhole, TP 1	2	EA	\$ 2,359.79	\$ 4,719.58
45	668-3314	Sanitary Sewer Manhole, TP 1, Additional Depth, CL 1	20	LF	\$ 374.44	\$ 7,488.80
46	670-1060	Water Main, 6 in	120	LF	\$ 29.64	\$ 3,556.80
47	670-1120	Water Main, 12 in	450	LF	\$ 43.00	\$ 19,350.00
48	670-2060	Gate Valve, 6"	2	EA	\$ 814.54	\$ 1,629.08
49	670-3126	6"x12"x12" Water Line Tee	2	EA	\$ 1,068.33	\$ 2,136.66
50	670-4000	6" Fire Hydrant Assembly	2	EA	\$ 4,741.45	\$ 9,482.90



COPY

51	681-3600	Single Pendant Lights*	12	EA	\$ 10,262.24	\$ 128,146.88
52	681-3601	Double Pendant Lights*	3	EA	\$ 13,025.33	\$ 39,075.99
53	682-6540	Conduit, Fiberglass, 4 IN	480	LF	\$ 65.47	\$ 31,425.60
54	*	Electric Car Charging Station (Dual)	2	EA	\$ 19,188.09	\$ 38,376.18
Section Subtotal:						\$ 309,951.87

## MISC. SITE ITEMS

55	500-3110	Class A Concrete, Type P1, Retaining Wall	50	LF	\$ 936.83	\$ 46,841.50
56	643-1452	Chain-Link Fence - PVC	1,480	LF	\$ 24.83	\$ 36,748.40
57	643-8030	Gate, Chain Link, PVC Coat	2	EA	\$ 1,805.94	\$ 3,611.88
58	*	Wheel Stops	12	EA	\$ 111.75	\$ 1,341.00
59	*	6" Bollards	22	EA	\$ 1,005.81	\$ 22,127.82
60	*	Construction Layout	1	LS	\$ 9,932.66	\$ 9,932.66
61	*	Maintenance of Traffic	1	LS	\$ 13,544.53	\$ 13,544.53
Section Subtotal:						\$ 134,147.79

Overall Total Of Base Bid: \$1,991,428.94

## ALTERNATE BID ITEMS

## ADDITIONAL ROADWAY RELATED ITEMS FOR RENAISSANCE PARKWAY

62	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,600	SY	\$ 15.80	\$ 25,280.00
63	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	132	TN	\$ 133.19	\$ 17,581.08
64	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	176	TN	\$ 128.67	\$ 22,645.92
65	413-0750	Tack Coat	80	GL	\$ 12.42	\$ 993.60
66	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	300	LF	\$ 24.83	\$ 7,449.00
67	210-0100	Grading Complete	1	LS	\$ 16,930.67	\$ 16,930.67
Section Subtotal:						\$ 90,880.27

## LANDSCAPING

61	*	Crape Myrtle Tree (3" caliper)	58	EA	\$ 965.05	\$ 55,972.90
62	*	Chaste Tree (3" caliper)	65	EA	\$ 965.05	\$ 62,728.25
63	*	Compact Inkberry Shrub	201	EA	\$ 67.72	\$ 13,611.72
64	*	Georgia Petite Indian Hawthorne	17	EA	\$ 67.72	\$ 1,151.24
Section Subtotal:						\$ 133,464.11

COPY

TOTAL OF BASE BID ITEMS:	<del>\$1,991,884.97</del> \$1,991,428.94
TOTAL ALTERNATE RENAISSANCE PARKWAY ITEMS:	\$ 90,880.27
TOTAL ALTERNATE LANDSCAPING ITEMS:	\$ 133,464.11
TOTAL BASE BID AND ALTERNATE ITEMS:	<del>\$2,215,773.32</del>

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2,216,229.35

**SEALD BID**  
**SR74 PARK AND RIDE**

**P.I. # 18-011**  
**CITY OF FAIRBURN**  
**GEORGIA**

**JAN 10, 2019**  
**3:00 P.m.**

*Submitted to:*

**City of Fairburn Georgia**  
**56 Malone Street,**  
**Fairburn, GA 30213.**



***BRTU CONSTRUCTION, INC.***

***6105 Lees Mill Road***  
***Forest Park, GA 30297***  
***Phone: (404) 228-9074***  
***Fax: (404) 883-3385***

**Georgia Utility Contractor License UC302226**

**Georgia GC License: GCCO003846**

**GDOT Vendor ID: 12824**

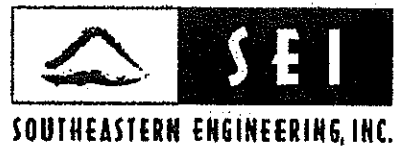




**SR74 PARK AND RIDE  
PROJECT NUMBER 18-011**



City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213



**BID PROPOSAL, Page 1 of 3**

Proposal of Brtu Construction Inc (hereinafter called "**BIDDER**")  
a contractor organized and existing under the laws of the state of Georgia,  
\*an individual, a corporation, or partnership doing business as Brtu Construction Inc

\*Strike out inapplicable terms.

THIS BID SUBMITTED TO: City of Fairburn(hereinafter called "**CITY**")

The undersigned **BIDDER** proposes and agrees, if this Bid accepted, to enter into an Agreement with the **CITY** in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Unit Price Total Fee and within the Contract Time indicated in this Bid.

**BIDDER** agrees to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **SR 74 Park and Ride, RFB 18-011 in City of Fairburn.**

In submitting this Bid, the **BIDDER** represents that:

1. **BIDDER** acknowledges receipt of the following addenda:

1, 2  
\_\_\_\_\_  
\_\_\_\_\_

2. **BIDDER** agrees that in case of failure on his part to execute said contract and bond, or provide satisfactory proof of carriage of the insurance required, within fourteen (14) calendar days after the award thereof, the Bid Bond or certified check accompanying his bid and the money payable thereon shall be forfeited to the **CITY** as liquidated damages; otherwise, the check or Bond accompanying this proposal shall be returned to the **BIDDER**.
3. **BIDDER** has examined the plans, specifications and related documents with respect to the site of the proposed work. Being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and supplies, the **BIDDER** agrees to construct the project within the time set forth herein and in accordance with the Contract Documents.

BID PROPOSAL, Page 2 of 3

4. **BIDDER** has given the **City of Fairburn** written notice of all conflicts, errors or discrepancies discovered in the Contract Documents. **BIDDER** has received written resolution thereof by Addendum from the **City of Fairburn**.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
6. **BIDDER** has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid.
7. **BIDDER** has not solicited or induced any person, firm or corporation to refrain from bidding; and, **BIDDER** has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **City of Fairburn**.

Further, **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

**BIDDER** further proposes and agrees hereby to promptly commence the Work with adequate force and equipment within fifteen (15) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision; to continuously pursue the Work without interruption; and, to complete the two hundred seventy (270) days from **Notice To Proceed**.

**TOTAL BASE BID PROPOSAL SUM:**

*Two million three hundred  
Fifty eight thousand Six hundred 2, 358, 691.<sup>00</sup>*  
(written amount)  
*Ninety one and  $\frac{00}{100}$*

The low bidder will be determined based upon the sum of the total unit prices in the base bid and any additives chosen by the owner. Payment will only be made for acceptable work. Bidders/Contractors shall include any and all costs for work incidental to the project within their lump sum bid.



SECTION ONE

BID PROPOSAL, Page 3 of 3

Attached hereto is a bid bond or certified check on the (Bank) Fidelity & Deposit  
Co. of Maryland in the  
amount of 5%  
(Five percent of Total Amount Bid).

The full name and residence of persons or parties interested in the foregoing bid as  
**CONTRACTORS**, are named as follows:

Sinfayehu Areda 4419 Silver peak pkwy  
Swanee, GA 30024

City of Fairburn, Georgia

Signed, sealed, and dated this 9<sup>th</sup> day of January, 2018.

BIDDER:

BETH CONSTRUCTION, INC  
(Company Name)

By:

Title:

Sinfayehu  
President

Mailing Address:

6105 Lees Mill Road  
Forest Park, GA 30297

Surety companies executing bonds must appear on the Treasury Department's most current list  
(Circular 570, as amended) and be authorized to conduct business in the State of Georgia.

Line Item	Item No.	Pay Item	Quantity	Unit	Unit Price	Cost
GRADING & EROSION CONTROL						
1	*	Construction Allowance (Unforeseen Expenses Approved by City)	1	Fixed	\$ 25,000.00	\$ 25,000.00
2	210-0100	Grading Complete	1	LS	\$939,125.00	\$ 939,125.00
3	*	Erosion, Sedimentation, and Pollution Control (per plan)	1	LS	\$ 73,700.00	\$ 73,700.00
4	*	Grassing	4,000	SY	\$ 1.00	\$ 4,000.00
Section Subtotal:						\$ 1,041,825.00
STORM DRAINAGE						
5	550-1180	Storm Drain Pipe, 18 IN, H 1-10 (RCP)	450	LF	\$ 60	\$ 27,000.00
6	550-1240	Storm Drain Pipe, 24 IN, H 1-10 (RCP)	150	LF	\$ 70	\$ 10,500.00
7	550-1300	Storm Drain Pipe, 30 IN, H 1-10 (RCP)	380	LF	\$ 80	\$ 30,400.00
8	550-1420	Storm Drain Pipe, 42 IN, H 1-10 (RCP)	420	LF	\$ 102	\$ 42,840.00
9	550-1480	Storm Drain Pipe, 48 IN, H 1-10 (RCP)	140	LF	\$ 110	\$ 15,400.00
10	550-1540	Storm Drain Pipe, 54 IN, H 1-10 (RCP)	90	LF	\$ 150	\$ 13,500.00
11	550-4224	Flared End Section 24 in. Storm Drain	3	EA	\$ 1,000	\$ 3,000.00
12	*	Conc Headwall 30 in. Storm Drain	1	EA	\$ 3,000	\$ 3,000.00
13	*	Conc Headwall 48 in. Storm Drain	1	EA	\$ 4,500	\$ 4,500.00
14	*	Conc Headwall 54 in. Storm Drain	1	EA	\$ 7,500	\$ 7,500.00
15	603-2018	Stn Dumped Rip Rap, Tp 1, 18 IN	1,400	SY	\$ 35	\$ 49,000.00
16	668-1100	Catch Basin, GP 1 (SWCB)	6	EA	\$ 4,500	\$ 27,000.00
17	668-1110	Catch Basin, GP 1 Additional Depth	20	LF	\$ 450	\$ 9,000.00
18	668-4300	Storm Sewer Manhole, TP 1	6	EA	\$ 4,000	\$ 24,000.00
19	668-4311	Storm Sewer Manhole, TP 1, Additional Depth, CL 1	35	LF	\$ 400	\$ 14,000.00
20	668-9800	Outlet Control Structure*	1	EA	\$ 15,000	\$ 15,000.00
Section Subtotal:						\$ 295,640.00
BASE AND PAVEMENT						
21	310-5060	GR Aggr Base CRS, 6in, Incl Matl	8,950	SY	\$ 13.00	\$ 116,350.00
22	310-5080	GR Aggr Base CRS, 8in, Incl Matl	1,680	SY	\$ 18.00	\$ 30,240.00
23	310-5120	GR Aggr Base CRS, 12in, Incl Matl	930	SY	\$ 28.00	\$ 26,040.00
24	402-3103	Asph Conc 9.5MM Superpave, Type II, GP 2 Only, Incl Bitum Matl & H Lime	1,118	TN	\$ 115.00	\$ 128,570.00
25	402-3121	Asph Conc 25MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	310	TN	\$ 115.00	\$ 35,650.00

26	402-3130	Asph Conc 12.5MM Superpave Incl Bitum Matl & H Lime	80	TN	\$ 170.00	\$ 13,600.00
27	402-3190	Asph Conc 19MM Superpave, GP 1 or 2, Incl Bitum Matl & H Lime	284	TN	\$ 115.00	\$ 32,660.00
28	413-0750	Tack Coat	580	GL	\$ 10.00	\$ 5,800.00
<b>Section Subtotal:</b>						\$ 388,910.00
<b>SIDEWALK / CURB &amp; GUTTER</b>						
29	441-0104	Conc. Sidewalk (4")	700	SY	\$ 35.00	\$ 24,500.00
30	441-6012	Conc Curb & Gutter, 6 IN X 24 IN, TP 2*	4,190	LF	\$ 16.00	\$ 67,040.00
31	441-6022	Conc Curb & Gutter, 6 IN X 30 IN, TP 2*	520	LF	\$ 20.00	\$ 10,400.00
32	441-7011	Curb Cut Wheel Chair Ramp, Type A	3	EA	\$ 750.00	\$ 2,250.00
33	441-7014	Curb Cut Wheel Chair Ramp, Type D	12	EA	\$ 750.00	\$ 9,000.00
<b>Section Subtotal:</b>						\$ 113,190.00
<b>SIGNAGE &amp; STRIPING</b>						
34	652-0120	Pavement Marking, Arrow, TP 1	30	EA	\$ 120.00	\$ 3,600.00
35	652-5451	Solid Traffic Stripe, 4 in, White	15,140	LF	\$ 1.00	\$ 15,140.00
36	653-0120	Thermoplastic PVMT Marking, Arrow, TP 2	2	EA	\$ 120.00	\$ 240.00
37	653-1502	Thermoplastic Solid Traf Stripe, 5 in, Yellow	70	LF	\$ 5.00	\$ 350.00
38	653-1704	Thermoplastic Solid TRAF Stripe, 24 in, white.	170	LF	\$ 5.00	\$ 850.00
39	653-1804	Thermoplastic Solid Traf Stripe, 8 in, White	790	LF	\$ 6.00	\$ 4,740.00
40	653-1810	Thermoplastic Solid Traf Stripe, 10 in, White	880	LF	\$ 6.00	\$ 5,280.00
41	653-3501	Thermoplastic Skip Traf Stripe, 5 in, White	140	LF	\$ 5.00	\$ 700.00
42	*	Regulatory Signs	17	EA	\$ 400.00	\$ 6,800.00
<b>Section Subtotal:</b>						\$ 37,700.00
<b>UTILITIES</b>						
43	660-0808	Sanitary Sewer Pipe, 8 in, ductile iron*	530	LF	\$ 45.00	\$ 23,850.00
44	668-3300	Sanitary Sewer Manhole, TP 1	2	EA	\$ 5,000.00	\$ 10,000.00
45	668-3314	Sanitary Sewer Manhole, TP 1, Additional Depth, CL 1	20	LF	\$ 500.00	\$ 10,000.00
46	670-1060	Water Main, 6 in	120	LF	\$ 50.00	\$ 6,000.00
47	670-1120	Water Main, 12 in	450	LF	\$ 75.00	\$ 33,750.00
48	670-2060	Gate Valve, 6"	2	EA	\$ 3,000.00	\$ 6,000.00
49	670-3126	6"x12"x12" Water Line Tee	2	EA	\$ 1,000.00	\$ 2,000.00
50	670-4000	6" Fire Hydrant Assembly	2	EA	\$ 4,500.00	\$ 9,000.00





<b>TOTAL OF BASE BID ITEMS:</b>	<b>\$2,358,691.00</b>
<b>TOTAL ALTERNATE RENAISSANCE PARKWAY ITEMS:</b>	<b>\$ 109,820.00</b>
<b>TOTAL ALTERNATE LANDSCAPING ITEMS:</b>	<b>\$ 69,775.00</b>
<b>TOTAL BASE BID AND ALTERNATE ITEMS:</b>	<b>\$2,538,286.00</b>

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**CITY OF FAIRBURN**

**SECTION TWO  
CONTRACT DOCUMENTS**

**City of Fairburn  
Fulton County, Georgia  
SR 74 Park and Ride  
RFB 18-011**



**CONTRACT**  
**CONTRACT NAME: SR 74 Park and Ride**  
**City of Fairburn**  
**Fulton County, Georgia**

This **AGREEMENT** made and entered into this day of \_\_\_\_\_ by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within two hundred and seventy (270) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. LIQUIDATED DAMAGES:**

In the event of any delay which is not the fault or responsibility of the Contractor or any supplier to the Contractor, the Contractor is entitled to additional days for performance of this Contract (not to exceed fifteen (15) days from the date of completion set forth in this Contract.) Contractor shall not be entitled to any additional money for any delay, which it encounters. The Contractor's sole remedy shall be to obtain an extension of time from the Owner within which this Contract is to be performed. Under no circumstances shall the Contractor be entitled to assert any claim of entitlement against the Owner for actual or consequential damages resulting from delays. In conformity with the "time is of the essence" provisions of this contract, the amount of liquidated damages for this contract shall be in the amount of \$500 per calendar day.

**6. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**7. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**8. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**9. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**10. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**11. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**12. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**13. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**14. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Keshia McCullough, City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
William R. (Randy) Turner  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)

**CITY OF FAIRBURN, GEORGIA**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn \_\_\_\_\_  
(Name of Oblige)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Oblige)

hereinafter called Oblige;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of.

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Oblige.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or

equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed.

Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]



CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

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

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CITY OF FAIRBURN, GEORGIA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of \_\_\_\_\_ Dollars \$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the

undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)



CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

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

\_\_\_\_\_  
(Attorney-in-Fact)

ATTEST:

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CITY OF FAIRBURN, GEORGIA  
LIST OF SUBCONTRACTORS**

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I  
propose to Subcontract work to the following subcontractors:

NAME AND ADDRESS	TYPE OF WORK

Company Name \_\_\_\_\_

City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN  
REJECTION OF BID.**





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CHANGE ORDER #1 TO THE CONTRACT WITH TOPLE CONSTRUCTION & ENGINEERING FOR THE PEDESTRIAN ON VARIOUS CITY ROADS PROJECT**

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

**Submitted: 01/31/2019    Work Session: 02/11/2019    Council Meeting: 02/11/2019**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of the contract award is \$40,000.00. The funds will come out of the TSPLOST Infrastructure – Pedestrian & Streets Account (360-0000-54-1400) and it has been budgeted.

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

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**PURPOSE:** For Mayor and Council to approve Change Order #1 to the contract with Tople Construction & Engineering, Inc. for the Pedestrian Improvements on Various City Roads Project for an amount of \$40,000.00.

**HISTORY:** At the October 9<sup>th</sup>, 2017 City Council Meeting the Contract Award with Tople Construction & Engineering, Inc. was approved to construct the 2017 LMIG-OSS Program Pedestrian Improvements Project for the bid amount of \$399,287.50.

**FACTS AND ISSUES:** In order to ensure ADA compliance was achieved during the sidewalk installation in the Summerwood Neighborhood, it was necessary to reconstruct all of the driveways instead of just the ones identified in the original project scope. This change order captures the cost of the additional work required to satisfy the change in scope.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council to approve Change Order #1 to the contract with Tople Construction & Engineering for the Pedestrian Improvement on Various City Roads Project for an amount of \$40,000.00.

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



August 10, 2018

Lester Thompson, MPA  
Deputy Director Public Works  
26 W. Campbellton Street  
Fairburn, GA 30213

Mr. Thompson,

The contract quantity for 6" driveway aprons was 7,500 SF, however the total driveway quantity constructed was 14,899.14 SF, an overage of 7,399.14 SF. It was necessary to reconstruct all the driveway aprons to be ADA compliant for pedestrians. The following are the scope of work and unit prices for grading complete aspect of driveways/aprons overage:

**A. Scope of Work**

1. Layout
2. Sawcut concrete driveways
3. Demolish concrete driveways/aprons
4. Load debris
5. Haul and dump concrete debris
6. Grade and compact aprons/driveways
7. Haul excess soil
8. Cleanup

**B. Proposed Unit Cost**

Our proposed unit cost for all the items above is \$7.00 per SF and includes labor, equipment, and subcontractor fees for hauling and dumping.

**Total added cost      7399.14 SF @ \$7/SF      =      \$51,793.98**

Please approve as submitted and notify us of your approval.

Sincerely,

Lucky O. Ehigiamusoe  
Project Manager



October 29, 2018

Lester Thompson, MPA  
Deputy Director Public Works  
26 W. Campbellton Street  
Fairburn, GA 30213

**Re: 17-004 – Pedestrian Improvements on Various City Roads: Revised Change Order #1**

Mr. Thompson,

The contract quantity for 6" driveway aprons was 7,500 SF, however the total driveway quantity constructed was 14,708.31 SF, an overage of 7,208.13 SF. It was necessary to reconstruct all the driveway aprons to be ADA compliant for pedestrians. The following are the scope of work and unit prices for grading complete aspect of driveways/aprons overage:

**A. Scope of Work**

1. Layout
2. Sawcut concrete driveways
3. Demolish concrete driveways/aprons
4. Load debris
5. Haul and dump concrete debris
6. Grade and compact aprons/driveways
7. Haul excess soil
8. Cleanup

**B. Proposed Unit Cost**

Our proposed unit cost for all the items above is \$7.00 per SF and includes labor, equipment, and subcontractor fees for hauling and dumping.

**Total added cost      7,208.13 SF @ \$7/SF      =      \$50,456.91**

Please approve as submitted and notify us of your approval.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucky O. Ehigiamusoe'.  
Lucky O. Ehigiamusoe  
Project Manager



January 25, 2019

Lester Thompson, MPA  
Deputy Director Public Works  
26 W. Campbellton Street  
Fairburn, GA 30213

**Re: 17-004 – Pedestrian Improvements on Various City Roads: Revised Change Order #1**

Mr. Thompson,

We are submitting a revised change order per our negotiation meeting earlier today. The following is a summary of our agreement.

1. Total amount of Change Order requested by the Contractor	\$50,456.91
2. Total amount to be deducted for deleted work items	\$10,456.91
3. Net amount of Change Order due Contractor	\$40,000.00

Please revise our contract to reflect this Change Order and call us if you have any further questions in this regard.

Sincerely,

Lucky O. Ehigiamusoe, P.E., M.ASCE  
Project Manager





**CITY OF FAIRBURN  
CITY COUNCIL AGENDA ITEM**

**SUBJECT: UTILITY EASEMENT**

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

**Date Submitted: 1/31/19    Date Work Shop: 2/11/19    Date Council Meeting: 2/11/19**

**DEPARTMENT: Water/Sewer**

**BUDGET IMPACT: \$10 from 505-0000-52-1200**

**PUBLIC HEARING: ☐ YES    ☒ NO**

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**PURPOSE:** For Mayor and Council to approve a utility easement with The Knight Group for the installation of a sewer main to serve businesses on the new Renaissance Parkway.

**FACTS AND ISSUES:** This easement is necessary to establish sewer service for wastewater coming from Renaissance Parkway (which is under construction) to existing sewer infrastructure. Easement has been prepared and approved by Council.

**RECOMMENDED ACTION:** For Mayor and Council to approve a utility easement with The Knight Group for the installation of a sewer main to serve businesses on the new Renaissance Parkway.

  
Elizabeth Carr-Hurst, Mayor

After Filing, Return To:  
William R. Turner  
Turner Ross Germain LLC  
2265 Roswell Road  
Suite 100  
Marietta, Georgia 30062

**STATE OF GEORGIA )  
COUNTY OF FULTON )**

**PERPETUAL UTILITY EASEMENT IN FAVOR OF THE  
CITY OF FAIRBURN, GEORGIA**

This **Perpetual Utility Easement**, sometimes hereinafter referred to as "Agreement", is entered into this 11th day of February, 2019, by and between **The Knight Group**, hereinafter referred to as "**Grantor**", and the **City of Fairburn, Georgia**, a Georgia municipal corporation, hereinafter referred to as "**Grantee**".

**RECITALS:**

Grantor is the owner of certain property particularly shown and described on an **Easement Survey for the City of Fairburn**, dated October 10, 2018, which survey is attached hereto as **Exhibit A** and made a part hereof, which property is located in Fulton County, Georgia and which property is otherwise referred to herein as the Utility Easement Area

It is Grantor's desire to grant to Grantee a perpetual, non-exclusive easement over, across and through the particularly described Utility Easement Area for Grantee's installation, operation, maintenance and repair of Grantee's Utilities:

**NOW, THEREFORE**, in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor and other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grantor does hereby grant, bargain, sell and convey to Grantee a perpetual, non-exclusive easement over and through the Utility Easement Area for the purpose of installing, operating, maintaining and repairing electric, water, sewer, communication and other Grantee utilities within the Utility Easement Area, which Utility Easement Area is particularly described at **Exhibit A**. In addition, Grantor hereby grants, bargains, sells and conveys to Grantee a perpetual, non-exclusive easement, over, through and across those portions of the Grantor's Property reasonably necessary for the purposes of vehicular and pedestrian access to, over, along and across the Utility Easement Area, and ingress and egress to and from, which shall be from the Utility Easement Area.
2. The easement rights granted hereunder by Grantor to Grantee shall expressly include, without limitation, the following:

- a. Grantee shall have a perpetual, non-exclusive right to ingress and egress across Grantor's Property to the Utility Easement Area. Grantee agrees to (i) notify Grantor prior to such access and (ii) exercise such rights of ingress and egress so as to minimize any interference with the use of improvements now or hereafter constructed on Grantor's Property or to persons now or hereafter occupying any portions of Grantor's Property.
  - b. Grantee shall have the right to bore, drill, cut, fill and otherwise alter the Utility Easement Area as is reasonably necessary for the installation, operation, maintenance, and repair of the Utility Easement Area; provided, however, that (i) Grantee shall provide Grantor with plans and specifications relating thereto in advance of any such work, (ii) Grantee shall be required to obtain any and all governmental approvals and permits required for such activities and (iii) such activities shall not have an unreasonable impact on Grantor's use or development of Grantor's Property.
  - c. Grantee shall have the right to trim and keep clear all trees, limbs, underbrush, shrubbery, roots and other growth and to keep clear any and all obstructions or obstacles of whatever character, on, under, above, or in front of the Utility Easement Area, to the extent such trees or other growth, or such obstructions or obstacles, materially interfere with the installation, operation, maintenance or repair of any of the Utility Easement Area or materially obstruct access to the Utility Easement Area. Grantee agrees to trim or cut down trees, shrubs or other vegetation in a good and workmanlike manner and in accordance with governmental permits obtained by the authority having jurisdiction over the Grantor's Property and to use such methods in connection therewith so as to minimize damages to Grantor's Property.
  - d. Grantor covenants that it shall construct no building, sign or other structure, or plant or maintain any trees, shrubbery or vegetation located on the Utility Easement Area.
3. Grantor and Grantee agree to the following provisions in connection with Grantee's exercise of Grantee's rights under this conveyance:
- a. Any facilities and equipment hereafter constituting a part of the Utilities Easement Area shall be operated in a manner so as not to unreasonably interfere with the operations of tenants or occupants of Grantor's Property.
  - b. Grantor shall retain the right to use Grantor's Property for any use not in conflict with the easement rights conveyed in this Agreement.
  - c. The rights conveyed to Grantee hereunder are subject to all existing easements and matters of record.
  - d. Grantee shall have no right under this Agreement to increase the size of or alter the location of the Utility Easement Area without the prior agreement of Grantor.
  - e. Grantee agrees to maintain the Utility Easement Area in accordance with all applicable laws, ordinances and regulations, and in a good and safe condition. In the event Grantee does not maintain the Utility Easement Area in a good and safe condition, then Grantor, upon giving Grantee not less than thirty (30) days prior written notice of such intent by Grantor (and provided Grantee does not

commence such maintenance within such thirty (30) day period and thereafter diligently complete such maintenance) may, but shall not be obligated to, complete such maintenance, and in such event, Grantee shall promptly reimburse Grantor for the reasonable costs of such maintenance by Grantor.

- f. Upon not less than ten (10) days prior written notice to Grantor, Grantee may employ machinery outside the Utility Easement Area if necessary to install, operate, maintain or repair the Utility Easement Area, so long as such activity does not unreasonably interfere with the usage by any party of Grantor's Property.
4. All costs associated with the installation, operation, maintenance and repair of the Utility Easement Area and any related facilities within such area shall be borne by Grantee.
5. In no event shall the easement rights granted herein by Grantor to Grantee be abandoned by nonuse of such easement rights by Grantee.
6. In the event that Grantee's ingress and egress across Grantor's Property pursuant to the easement rights granted hereunder involves the use of construction or other heavy equipment (other than automobiles, trucks and similar vehicles), then Grantee, except in the event of an emergency, shall provide Grantor with not less than twenty-four (24) hours prior verbal notice of such intended ingress and egress and shall reasonably cooperate with Grantor in the use of such equipment so as to minimize any interference with the use of improvements now or hereafter occupying any portions of Grantor's property.
7. Grantor represents and warrants to Grantee that there is no presently existing mortgage, deed to secure debt or other encumbrance affecting Grantor's Property and recognizes that any future mortgage, deed to secure debt or encumbrance on Grantor's Property shall be subject and subordinate to the rights of Grantee set forth herein.
8. The easement and rights of the Parties hereunder shall run with and bind Grantor's Property and shall be binding on and inure to the benefit of the Parties hereto and their respective heirs and assigns. Each Party shall have the right and privilege to transfer, assign, bargain or sell their respective interests created by this Agreement and any transferee of any part of any Party's property or property right, by acceptance of the title to any portion of the Grantor's Property or to the Utility Easement Area, expressly assumes all privileges, rights, benefits, burdens and obligations of this Agreement relating thereto to the extent of its interest in the portion of such property or rights thereto and agrees with the then owner or owners of all other properties or property rights affected by this Agreement to execute any and all instruments and to do any and all things required to carry out the intention of this agreement (the transferor having no further liability under this agreement except with respect to past events occurring on or before the transfer date). Grantee hereby agrees that it shall provide Grantor with written notice of any assignment of the Utility Easement Area and/or Grantee's rights hereunder together with a copy of the instrument assigning the same.
9. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Georgia.



10. Any and all notices required to be given hereunder shall be delivered in person or by courier or overnight delivery service by Federal Express, United Parcel Service or comparable service, to the appropriate party at the address set forth on the signature page to this Agreement. Any party shall have the right from time to time to change the address to which notices to it shall be sent by giving to the other party not less than ten (10) days prior written notice.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed under seal the date and year first above written.

**Grantor:**

**The Knight Group**  
9497 Thornton Blvd.  
Jonesboro, Georgia 30236

**Grantee:**

**City of Fairburn, Georgia,**  
a Georgia municipal corporation  
56 Malone Street  
Fairburn, Georgia 30213

\_\_\_\_\_  
BY: **Chris Knight**  
Print Name

TITLE: \_\_\_\_\_

Signed, Sealed and Delivered in the  
Presence of:

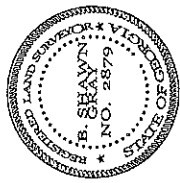
\_\_\_\_\_  
Notary Public

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

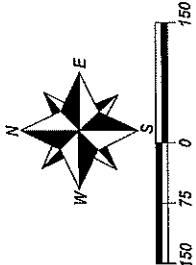
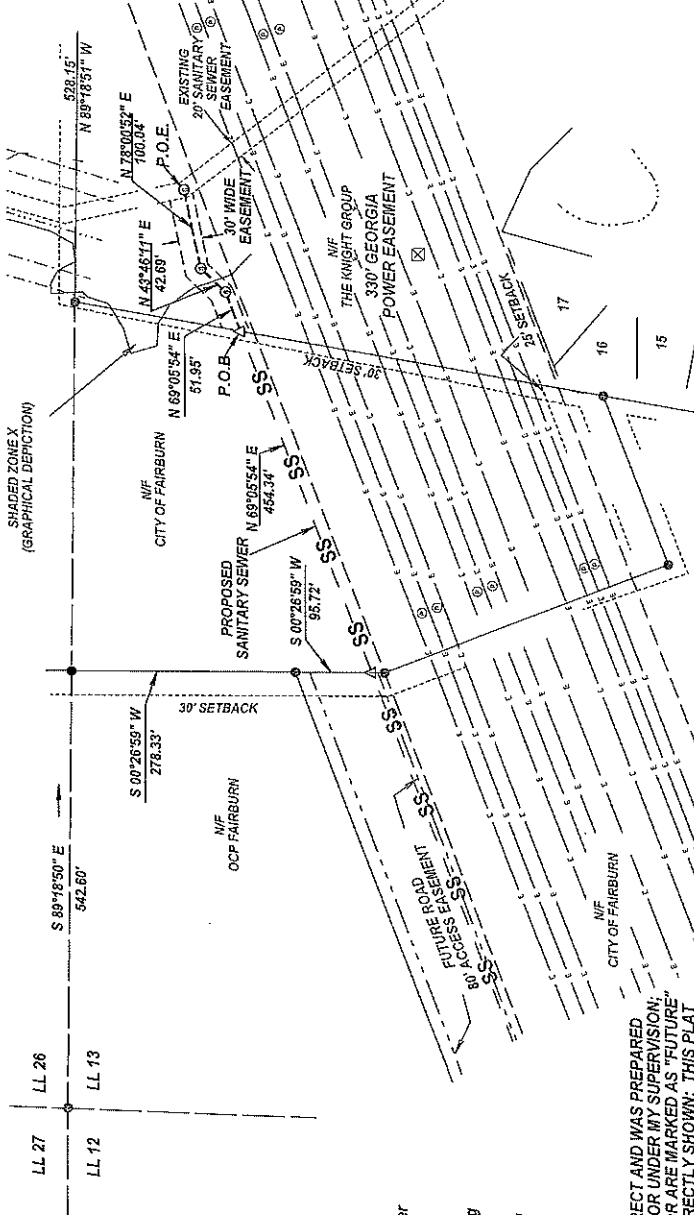
**Attest:**

\_\_\_\_\_  
**Keshia McCullough, City Clerk**

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



NOT A VALID DOCUMENT WITHOUT  
SURVEYOR'S ORIGINAL SIGNATURE



BEARING BASIS:  
GEORGIA STATE PLANE COORDINATES SYSTEM,  
1983 NORTH AMERICAN DATUM, GEORGIA, WEST ZONE

**LEGAL DESCRIPTION**  
Commencing at the Northwest corner of Land Lot 13, 9th Land District, Fulton County, Georgia; thence South 89 Deg 18 Min 50 Sec East, a distance of 542.60 feet; thence South 00 Deg 26 Min 59 Sec West, a distance of 278.33 feet; thence South 00 Deg 26 Min 59 Sec West, a distance of 95.72 feet to the centerline of a proposed sanitary sewer line; thence along said proposed centerline North 69 Deg 05 Min 54 Sec East, a distance of 454.34 feet to a point; said point being the POINT OF BEGINNING of a 30 foot wide sanitary easement; said 30 foot wide easement being 10 foot right of and 20 foot left of the following described centerline: from said POINT OF BEGINNING North 69 Deg 05 Min 54 Sec East, a distance of 51.95 feet to a proposed manhole, thence North 43 Deg 46 Min 11 Sec East, a distance of 42.63 feet to a proposed manhole; thence North 78 Deg 00 Min 52 Sec East, a distance of 100.04 feet to an existing manhole and the POINT OF ENDING.

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS 'FUTURE' AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN: THIS PLAT CONFORMS TO ALL REQUIREMENTS OF THE GEORGIA PLAT ACT. BY:

Registered Georgia Land Surveyor

Name (Printed) \_\_\_\_\_ Date \_\_\_\_\_  
No. \_\_\_\_\_

**EASEMENT SURVEY  
FOR  
THE CITY OF FAIRBURN**  
PROPERTY LOCATED IN  
LAND LOT 13, 9TH LAND DISTRICT  
FULTON COUNTY, GEORGIA

SHEET 1 OF 1	
CLIENT	CITY OF FAIRBURN
JOB NO.	GA80129
ACAD FILE	OCP REPLAT SEWER
FIELD DATE	OCT 10, 2018
DRAWN BY	BSG
FLD. BOOK	XXXX
REVISIONS	DATE

**HARRIS GRAY**  
ENGINEERS SURVEYORS PLANNERS  
LSF 00118  
824 3rd AVENUE, WESTPOINT, GA 706-645-5885

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN >5,000 FEET AND AN ANGULAR ERROR OF <2" PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. THE PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN >10,000 FEET.

- LEGEND OF ABBREVIATIONS**
- |             |           |                                   |
|-------------|-----------|-----------------------------------|
| Water Meter | W         | West                              |
| Gas Meter   | F         | Field Measurement                 |
| AC          | P         | Platted Measurement               |
| SEC         | N/F       | Now or Formerly                   |
| T           | P.O.B.    | Point of Beginning                |
| R           | ROW       | Right of Way                      |
| N           | North     | Minutes When Used in a Bearing    |
| NE          | Northeast | Seconds When Used in a Bearing    |
| NW          | Northwest | Feet When Used in Distance        |
| S           | South     | Inches When Used in Distance      |
| SE          | Southeast | + More or Less (or Plus or minus) |
| SW          | Southwest | - Line Not To Scale               |
| E           | East      |                                   |
- Iron Pin Set 1/2" Rebar  
Concrete Monument Found  
Fence Line  
Center Line  
Power Line  
Calculated Point  
Degrees  
Power Pole  
Power Meter  
Air Conditioner  
Ground Light (power underground)  
Flag Pole  
Water Valve



**CITY OF FAIRBURN  
CITY COUNCIL AGENDA ITEM**

**SUBJECT: PURCHASE OF A DIGGER DERRICK FROM ALTEC**

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

**Date Submitted: 2/04/19    Date Work Shop: 2/11/19    Date Council Meeting: 2/11/19**

**DEPARTMENT:** Electric

**BUDGET IMPACT:** \$267,124 from Electric Budget 510-0000-58-1200. Payments in the amount of \$53,424.80 for five (5) years beginning with the FY 2018-2019 budget.

**PUBLIC HEARING:** ( ) YES    ( X ) NO

---

**PURPOSE:** For Mayor and Council to approve a loan with United Community Bank to finance the purchase of a Digger Derrick from Altec. The loan is in the amount of \$267,124 for five (5) years with an interest rate of 3.75%.

**FACTS AND ISSUES:** The City Attorney has reviewed the loan documents and approved them as to form.

**RECOMMENDED ACTION:** For Mayor and Council to approve the loan through United Community Bank in the amount of \$267,124 for the purchase of a Digger Derrick.

  
Elizabeth Carr-Hurst, Mayor

**Turner | Ross | Germain**  
Attorneys At Law

WILLIAM R. TURNER  
770.509.9770  
RTURNER@LAWTRC.COM

VALERIE A. ROSS  
770.509.2515  
VROSS@LAWTRC.COM

MEREDITH W. GERMAIN  
678.303.5066  
MGERMAIN@LAWTRC.COM

**February 11, 2019**

**Via Email ([bud\\_turner@ucbi.com](mailto:bud_turner@ucbi.com)) and Regular U.S. Mail**

Howard V. (Bud) Turner, Executive VP  
United Community Bank  
65 Washington Street  
Fairburn, Georgia 30213

Re: City of Fairburn; Lease-Purchase Financing; UCB Loan No. 5093104649  
Loan Date 02-11-19; Opinion of Borrower's Counsel

Dear Mr. Turner:

We serve as legal counsel to the City of Fairburn, Georgia. With regard to the above-referenced matter, we offer the following opinions:

- 1) The City of Fairburn, Georgia is a fully constituted and existing municipal corporation of the State of Georgia within the meaning of all applicable statutes, rules and other applicable provisions of law of the United States and the State of Georgia.
- 2) The City of Fairburn, acting by and through its Mayor and City Council, has the legal authority to enter into the above-referenced lease-purchase agreement and to assume the obligations arising therefrom.
- 3) The execution and delivery of the above-referenced loan documents and the assumption of the underlying obligations of same by the City of Fairburn have been duly authorized in accordance with applicable law.
- 4) The terms, conditions and obligations contained in the above-referenced loan documents constitute legal, valid and binding obligations of the City of Fairburn enforceable in accordance with said terms and conditions.
- 5) The City of Fairburn has sufficient money available and has legally appropriated same for the payment of all funds required within the City's current fiscal year.



Sincerely,

William R. Turner  
For the Firm of Turner Ross Germain LLC

cc: Elizabeth Carr-Hurst, Mayor



FAIRBUR-01

JBURNS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanner, Ballew and Maloof, Inc. 5871 Glenridge Dr Suite 400 Atlanta, GA 30328	<b>CONTACT NAME:</b> Jaime Burns	
	<b>PHONE (A/C, No, Ext):</b> (404) 917-1924	<b>FAX (A/C, No):</b>
<b>INSURED</b>  City of Fairburn PO Box 145 Fairburn, GA 30213	<b>E-MAIL ADDRESS:</b> jburns@tbmins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> The Charter Oak Fire Insurance Company	<b>NAIC #</b> 25615
	<b>INSURER B:</b> The Phoenix Insurance Company	<b>25623</b>
	<b>INSURER C:</b> The Travelers Indemnity Co.	<b>25658</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP-51M79967	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-3J895303	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZUP-91M78950	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Auto Physical Damage			810-3J895303	5/1/2018	5/1/2019	Coll ded 1,000
B	Auto Physical Damage			810-3J895303	5/1/2018	5/1/2019	Comp ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loan #: 5093104649. Digger Derrick, Unit Serial # 0918FV0280; Unit Model # D4050B-TR with pintle hook mounted on 2019 Freightliner M-106 VIN 3ALHCYFE5KDKK7338. Certificate holder is named as loss payee for the described unit.

## CERTIFICATE HOLDER

## CANCELLATION

United Community Bank ISAOA ATIMA  
PO Box 7092  
Troy, MI 48007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>LOAN OPERATIONS 706-745-2151 EXT 6580</b>
B. E-MAIL CONTACT AT FILER (optional) <b>UCCS@UCBI.COM</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <b>UNITED COMMUNITY BANK PO BOX 249 BLAIRSVILLE, GA 30514</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME <b>CITY OF FAIRBURN</b>				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS <b>56 MALONE ST SW</b>	CITY <b>FAIRBURN</b>	STATE <b>GA</b>	POSTAL CODE <b>30213-1341</b>	COUNTRY <b>USA</b>

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

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3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>UNITED COMMUNITY BANK</b>				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS <b>65 WASHINGTON STREET</b>	CITY <b>FAIRBURN</b>	STATE <b>GA</b>	POSTAL CODE <b>30213</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:

**PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).**

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
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7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: <b>80005990...4649 (093)</b>	

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6a. Check only if applicable and check only one box:  
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:  
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
**80005990...4649 (093)**



\*00000005093104649060002112019\*

## LOAN CHECKLIST

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	711-0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

### DESCRIPTION

Loan Type: This is a Fixed Rate (3.750%) Nondisclosable Loan to an Unincorporated Association for \$267,124.00 due on December 31, 2019.

Transaction Number: 188402.

Collateral: This transaction is secured by the following: PURCHASE MONEY SECURITY INTEREST IN 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338)

PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

Officer: 5285 TURNER, HOWARD

Processor: UCB/BECKY\_MURPHY MURPHY, BECKY

Standard Product: GA Commercial Secured.

Standard Policy: GA UCB'S Standard Policy - Commercial Loans.

Branch Number and Name: 093 - FAIRBURN .

General Lending Policy for this transaction is governed by Georgia law. Collateral documents printed through LASER PRO for this transaction will be governed by the collateral law state as specified on the Collateral Summary Screen for each piece of collateral.

### LOAN DOCUMENTS

Loan Checklist  
Business Loan Agreement  
Promissory Note  
GA National UCC Financing Statement (Rev. 04/20/11): PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED  
E-Statement Enrollment - E-Statement Enrollment  
Financial Reporting Agreement - Financial Reporting Agreement  
Temporary Coupon - Temporary Coupon  
Agreement to Provide Insurance: 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds); owned by CITY OF FAIRBURN  
Disbursement Request and Authorization  
Boarding Data Sheet: Transaction 188402

Association Resolution: CITY OF FAIRBURN  
Customer Information Profile: CITY OF FAIRBURN  
GA Commercial Security Agreement: 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds); owned by CITY OF FAIRBURN  
Notice of Insurance Requirements: 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

This list of documents may not include all the documents needed for this transaction. Applications, verifications, and other specialized documents may be needed.

### LENDER STANDARD PRODUCT COMMENTS

This product is used for Commercial Secured Loans.

### ENTRY OMISSION WARNINGS TO LENDER

In processing this loan, any omission warnings in this "Entry Omissions" section should be reviewed as provided below.

### ADVISORY WARNINGS TO LENDER

**NO LOCATION.** If the Collateral Location for the Georgia Titled Motor Vehicle collateral described as "2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338)" is other than the Grantor's address, return to the Collateral Details window and enter the appropriate address in the "Collateral Location if Other than Owner's Address" prompt. 3CPRAS0011S

**WAIVE JURY.** You have selected "Waive Jury" in your Guaranty Language and/or your Promissory Note Language Policy Components. According to our Legal Counsel, Waiver of Jury may not legally be invoked in Georgia under some circumstances. You should consult your legal counsel to determine when and if this provision can be used in Georgia. 3CLESS0008S

**365/360.** A 365/360 interest calculation method has been selected for this loan. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents. Before committing to this interest calculation method, you should consult your legal counsel or compliance officer. LaserPro offers the option of making the chosen 365/360 interest calculation method more conspicuous by including a line for the borrower to initial the "Interest Calculation Method" paragraph. This option has not been chosen for this loan. Consult your legal counsel if you have questions. 3BLEAS0160S

**365/360 MIN MAX.** A 365/360 interest calculation method has been selected for this loan that also contains a ceiling, floor or default rate increase. Your legal counsel should be consulted to determine how a floor, ceiling, or default rate should be applied in conjunction with this accrual. 3BLEAS0163S

**LOAN CHECKLIST  
(Continued)**

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In processing this loan, any warnings in this "Advisory Warnings" section should be reviewed as provided below.

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**CRITICAL WARNINGS TO LENDER**

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In processing this loan, any warnings in this "Critical Warnings" section should be reviewed as provided below.

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**UCC FINANCING STATEMENT WARNINGS****GEORGIA UCC FILING INFORMATION**

Please contact the filing office in which you want to record your UCC for the current filing fees.

The UCC-2 Notice Filing for real estate filings has been eliminated. For more information on this issue, and instructions on how to process real estate-related UCC filings, please refer to the Georgia Superior Court Clerk's Cooperative Authority (GSCCCA) web site: [www.gsccca.org](http://www.gsccca.org).

Conditions: If UCC Collateral SubType contains: Fixtures; Timber; Crops; or Minerals, Oil and Gas

In processing this loan, all UCC Financing Statement warnings appearing above should be reviewed.

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**CHECKLIST WARNINGS**

In processing this loan, all warnings appearing above should be reviewed. To generate correct closing documents, it is important to visit and make appropriate selections on all applicable details windows, such as collateral details windows. All closing documents should be reviewed by your compliance officer or legal counsel as specified in the LaserPro Setup Guide. If you have questions about why LaserPro has generated any warning, visit the Finastra Customer Center at <https://customercenter.dh.com> to log into our online self-service Case Management system. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

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\*00000005093104649012002112019\*

## ASSOCIATION RESOLUTION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	717 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Association: CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

Lender: UNITED COMMUNITY BANK  
FAIRBURN  
66 WASHINGTON STREET  
FAIRBURN, GA 30213

### I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

**THE ASSOCIATION'S EXISTENCE.** The complete and correct name of the Association is CITY OF FAIRBURN ("Association"). The Association is an organization which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia. The Association is duly authorized to transact business in all other states in which the Association is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Association is doing business. Specifically, the Association is, and at all times shall be, duly qualified as a foreign association in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Association has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Association maintains an office at 56 MALONE ST SW, FAIRBURN, GA 30213-1341. Unless the Association has designated otherwise in writing, the principal office is the office at which the Association keeps its books and records. The Association will notify Lender prior to any change in the location of the Association's state of organization or any change in the Association's name. The Association shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Association and the Association's business activities.

**RESOLUTIONS ADOPTED.** At a meeting of the officers of the Association, duly called and held on February 11, 2019, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

**OFFICER.** The following named person is an officer of CITY OF FAIRBURN:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
ELIZABETH CARR-HURST	Mayor	Y X	(Seal)

**ACTIONS AUTHORIZED.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Association. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Association:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Association and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Association's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Association's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Association or in which the Association now or hereafter may have an interest, including without limitation all of the Association's real property and all of the Association's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Association to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Association or in which the Association may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Association's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements requiring disputes with Lender to be submitted to binding arbitration for final resolution and waiving the right to a trial by jury, as the officer may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

**ASSUMED BUSINESS NAMES.** The Association has filed or recorded all documents or filings required by law relating to all assumed business names used by the Association. Excluding the name of the Association, the following is a complete list of all assumed business names under which the Association does business: None.

**NOTICES TO LENDER.** The Association will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Association's name; (B) change in the Association's assumed business name(s); (C) change in the structure of the Association; (D) change in the authorized signer(s); (E) change in the Association's principal office address; (F) change in the Association's state of organization; (G) conversion of the Association to a new or different type of business entity; or (H) change in any other aspect of the Association that directly or indirectly relates to any agreements between the Association and Lender. No change in the Association's name or state of organization will take effect until after Lender has received notice.

**CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS.** The officer named above is duly elected, appointed, or employed by or for the Association, as the case may be, and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Association, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Association's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Resolution, and I personally and on behalf of the Association certify that all statements and representations made in this Resolution are true and correct. This Association Resolution is dated February 11, 2019.

**THIS RESOLUTION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

ASSOCIATION RESOLUTION  
(Continued)

CERTIFIED TO AND ATTESTED BY:

X \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN

NOTE: If the officer signing this Resolution is designated by the foregoing document as one of the officers authorized to act on the Association's behalf, it is advisable to have this Resolution signed by at least one non-authorized officer of the Association.



\*00000005093104649007002112019\*

**BUSINESS LOAN AGREEMENT**

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	71 / 0134	80005990	5285	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
66 WASHINGTON STREET  
FAIRBURN, GA 30213

THIS BUSINESS LOAN AGREEMENT dated February 11, 2019, is made and executed between CITY OF FAIRBURN ("Borrower") and UNITED COMMUNITY BANK ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of February 11, 2019, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) Security Agreements granting to Lender security interests in the Collateral; (3) financing statements and all other documents perfecting Lender's Security Interests; (4) evidence of insurance as required below; (5) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

**Organization.** Borrower is an organization which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign association in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 56 MALONE ST SW, FAIRBURN, GA 30213-1341. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Assumed Business Names.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement,

including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

**Lien Priority.** Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

**Binding Effect.** This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

**AFFIRMATIVE COVENANTS.** Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

**Notices of Claims and Litigation.** Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

**Financial Records.** Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

**Financial Statements.** Furnish Lender with the following:

**Annual Statements.** As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's balance sheet and income statement for the year ended, prepared by Borrower.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

**Additional Information.** Furnish such additional information and statements, as Lender may request from time to time.

**Insurance.** Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

**Insurance Reports.** Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

**Other Agreements.** Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

**Loan Proceeds.** Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

**Taxes, Charges and Liens.** Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

**Performance.** Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

**Operations.** Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

**Environmental Studies.** Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

**Compliance with Governmental Requirements.** Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Inspection.** Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

**Environmental Compliance and Reports.** Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

**Additional Assurances.** Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or



**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: 5093104649

Page 3

paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

**NEGATIVE COVENANTS.** Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

**Indebtedness and Liens.** (1) Except for trade debt incurred in the normal course of business and indebtedness to Lender contemplated by this Agreement, create, incur or assume indebtedness for borrowed money, including capital leases, (2) sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, or encumber any of Borrower's assets (except as allowed as Permitted Liens), or (3) sell with recourse any of Borrower's accounts, except to Lender.

**Continuity of Operations.** (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

**Loans, Acquisitions and Guaranties.** (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

**Agreements.** Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

**CESSATION OF ADVANCES.** If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Borrower fails to make any payment when due under the Loan.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going organization, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**EFFECT OF AN EVENT OF DEFAULT.** If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

**LIMITATION OF REMEDIES.** Lender and Borrower agree that neither party shall have a remedy of punitive or exemplary damages against the other in any dispute and hereby waive any right or claim to punitive or exemplary damages we have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially. Further, Lender and Borrower agree to limit damages to actual compensatory damages flowing directly from the claimed breach, specifically excluding damages for lost profits, wages and/or income.

**PLACE, TIME AND COST OF ARBITRATION.** If either Borrower or Lender demands arbitration, such arbitration proceedings shall be held by a single arbitrator, as soon as practicable, but in any event within sixty (60) days after the demand for arbitration is made, in FULTON County, Georgia. Notwithstanding anything to the contrary elsewhere in this Agreement, all of the expenses charged by the arbitrator or arbitration service shall be borne exclusively by the Lender, and no such expenses shall be the responsibility of the Borrower.

Arbitration provisions of this Agreement do not apply if, on the date Borrower signs the Agreement, Borrower is covered by the federal Military Lending Act as a member of the Armed Forces or is a dependent of such a member.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Arbitration.** Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the financial services rules of J.A.M.S. or its successor in effect at the time the claim is filed, upon request of either party. No act to take or

dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Attorneys' Fees; Expenses.** Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Subject to any limits under applicable law, costs and expenses include fifteen percent (15%) of the principal plus accrued interest collected as Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Consent to Loan Participation.** Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Georgia.

**Choice of Venue.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of FULTON County, State of Georgia.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Subsidiaries and Affiliates of Borrower.** To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

**Successors and Assigns.** All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

**Survival of Representations and Warranties.** Borrower understands and agrees that in making the Loan, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the making of the Loan and delivery to Lender of the Related Documents, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**Waive Jury.** All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

**Advance.** The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

**Agreement.** The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

**Borrower.** The word "Borrower" means CITY OF FAIRBURN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances

**BUSINESS LOAN AGREEMENT  
(Continued)**

Loan No: 5093104649

Page 5

relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**GAAP.** The word "GAAP" means generally accepted accounting principles.

**Grantor.** The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

**Lender.** The word "Lender" means UNITED COMMUNITY BANK, its successors and assigns.

**Loan.** The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

**Note.** The word "Note" means the Note dated February 11, 2019 and executed by CITY OF FAIRBURN in the principal amount of \$267,124.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Permitted Liens.** The words "Permitted Liens" mean (1) liens and security interests securing Indebtedness owed by Borrower to Lender; (2) liens for taxes, assessments, or similar charges either not yet due or being contested in good faith; (3) liens of materialmen, mechanics, warehousemen, or carriers, or other like liens arising in the ordinary course of business and securing obligations which are not yet delinquent; (4) purchase money liens or purchase money security interests upon or in any property acquired or held by Borrower in the ordinary course of business to secure indebtedness outstanding on the date of this Agreement or permitted to be incurred under the paragraph of this Agreement titled "Indebtedness and Liens"; (5) liens and security interests which, as of the date of this Agreement, have been disclosed to and approved by the Lender in writing; and (6) those liens and security interests which in the aggregate constitute an immaterial and insignificant monetary amount with respect to the net value of Borrower's assets.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

**Security Agreement.** The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

**Security Interest.** The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

**BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 11, 2019.**

**THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

**CITY OF FAIRBURN**

By: \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN

**LENDER:**

**UNITED COMMUNITY BANK**

By: \_\_\_\_\_ (Seal)  
Authorized Signer



\*000000005093104649124502112019\*

## CUSTOMER INFORMATION PROFILE

CITY OF FAIRBURN

### CUSTOMER INFORMATION

Customer Name: CITY OF FAIRBURN Customer Number: 80005990  
Customer Type: Unincorporated Association  
Street Address: 56 MALONE ST SW Mailing Address:  
FAIRBURN, GA 30213-1341  
Primary Phone Number:  
Cell Phone Number:

### IDENTIFICATION

Taxpayer ID: 58-6000575 ☐ Taxpayer ID Applied For  
Primary ID: Secondary ID:  
ID Number: ID Number:  
Issue Date: Issue Date:  
Issued By: Issued By:

### ACCOUNT INFORMATION

Branch Location: 093 FAIRBURN  
Bank Rep. Name: MURPHY, BECKY

Product Type	Loan Number	Opening Date
GA Commercial Secured	5093104649	02-11-2019

### RESULTS OF DOCUMENTARY VERIFICATION

☐ Customer's Identity has been verified using the above described identification documents  
Verification Method:

☐ Unable to verify customer's identity  
Explanation and resolution of discrepancies:

### RESULTS OF NON-DOCUMENTARY VERIFICATION

Customer's Identity has been verified using the non-documentary methods described below:

<input type="checkbox"/> ChexSystems <sup>SM</sup> Verification	<input type="checkbox"/> Logical Verification	<input type="checkbox"/> Other _____
<input type="checkbox"/> Credit Report Obtained	<input type="checkbox"/> Fraud/Bad Check Database Checked	
<input type="checkbox"/> Financial Statement	<input type="checkbox"/> Reference Check	<input type="checkbox"/> Other _____

☐ Unable to verify customer's identity (explanation and resolution of discrepancies):

### COMPARISON WITH GOVERNMENT LISTS

Does customer's name appear on any list of known or suspected terrorists or terrorist organizations issued by any Federal government agency?

☐ Yes ☐ No

ADDRESS DISCREPANCY: \_\_\_\_\_





\*00000005093104649095502112019\*

## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	717-0434	80005990	5285	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

**Principal Amount:** \$267,124.00

**Date of Note:** February 11, 2019

**PROMISE TO PAY.** CITY OF FAIRBURN ("Borrower") promises to pay to UNITED COMMUNITY BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Sixty-seven Thousand One Hundred Twenty-four & 00/100 Dollars (\$267,124.00), together with interest on the unpaid principal balance from February 11, 2019, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 3.750% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

**PAYMENT.** Borrower will pay this loan in one principal payment of \$267,124.00 plus interest on December 31, 2019. This payment due on December 31, 2019, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning March 11, 2019, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

**INTEREST CALCULATION METHOD.** Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in this Note.

**PREPAYMENT.** Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: UNITED COMMUNITY BANK, FAIRBURN, 65 WASHINGTON STREET FAIRBURN, GA 30213.

**LATE CHARGE.** If a payment is 10 days or more late, Borrower will be charged 10.000% of the unpaid portion of the regularly scheduled payment or \$10.00, whichever is greater, regardless of any partial payments Lender has received.

**INTEREST AFTER DEFAULT.** Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 16.000% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**DEFAULT.** Each of the following shall constitute an event of default ("Event of Default") under this Note:

**Payment Default.** Borrower fails to make any payment when due under this Note.

**Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

**Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Insolvency.** The dissolution or termination of Borrower's existence as a going organization, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

**ATTORNEYS' FEES; EXPENSES.** Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's costs of collection, including court costs and fifteen percent (15%) of the principal plus accrued interest as attorneys' fees, if any sums owing under this Note are collected by or through an attorney at law, whether or not there is a lawsuit, and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

**JURY WAIVER.** Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

**GOVERNING LAW.** This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Georgia.

**CHOICE OF VENUE.** If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of FULTON County, State of Georgia.

**DISHONORED ITEM FEE.** Borrower will pay a fee to Lender of \$30.00 or five percent (5%) of the face amount of the check, whichever is greater, if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether

**PROMISSORY NOTE  
(Continued)**

checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**COLLATERAL.** Borrower acknowledges this Note is secured by PURCHASE MONEY SECURITY INTEREST IN 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338)

PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

**ARBITRATION.** Borrower and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the financial services rules of J.A.M.S. or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**LIMITATION OF REMEDIES.** Lender and Borrower agree that neither party shall have a remedy of punitive or exemplary damages against the other in any dispute and hereby waive any right or claim to punitive or exemplary damages we have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially. Further, Lender and Borrower agree to limit damages to actual compensatory damages flowing directly from the claimed breach, specifically excluding damages for lost profits, wages and/or income.

**PLACE, TIME AND COST OF ARBITRATION.** If either Borrower or Lender demands arbitration, such arbitration proceedings shall be held by a single arbitrator, as soon as practicable, but in any event within sixty (60) days after the demand for arbitration is made, in FULTON County, Georgia. Notwithstanding anything to the contrary elsewhere in this Agreement, all of the expenses charged by the arbitrator or arbitration service shall be borne exclusively by the Lender, and no such expenses shall be the responsibility of the Borrower.

Arbitration provisions of this Agreement do not apply if, on the date Borrower signs the Agreement, Borrower is covered by the federal Military Lending Act as a member of the Armed Forces or is a dependent of such a member.

**RECEIPT OF PAYMENTS.** All payments must be made by cash, check, automatic account debit, electronic funds transfer, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your billing statement or coupon book. Payments received at that address prior to 5:00 PM Eastern Time on any business day will be credited to your loan as of the date received. A business day is defined as Monday through Friday, excluding federal holidays. If we receive payments at other locations, such payments will be credited promptly, but such crediting may be delayed for up to five (5) days after receipt.

**SUCCESSOR INTERESTS.** The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

**NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES.** Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: UNITED COMMUNITY BANK NORTH LOAN OPERATIONS CENTER PO BOX 249 BLAIRSVILLE, GA 30514.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties waive any right to require Lender to take action against any other party who signs this Note as provided in O.C.G.A. Section 10-7-24 and agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

**THIS NOTE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS NOTE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**BORROWER:**

**CITY OF FAIRBURN**

By: \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN



\*000000005093104649023502112019\*

## COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	71 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

THIS COMMERCIAL SECURITY AGREEMENT dated February 11, 2019, is made and executed between CITY OF FAIRBURN ("Grantor") and UNITED COMMUNITY BANK ("Lender").

**GRANT OF SECURITY INTEREST.** For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

**COLLATERAL DESCRIPTION.** The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338)

PURCHASE MONEY SECURITY INTEREST IN AN ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338); whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Agreement secures all future advances made by Lender to Grantor regardless of whether the advances are made a) pursuant to a commitment or b) for the same purposes.

**RIGHT OF SETOFF.** To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL.** With respect to the Collateral, Grantor represents and promises to Lender that:

**Perfection of Security Interest.** Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

**Notices to Lender.** Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the structure of the association Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

**No Violation.** The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party.

**Enforceability of Collateral.** To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

**Location of the Collateral.** Except for vehicles, and except otherwise in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. If the Collateral is a vehicle, Grantor will keep the Collateral at those addresses except for routine travel. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

**Removal of the Collateral.** Except in the ordinary course of Grantor's business, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Georgia, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

**Transactions Involving Collateral.** Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

**Title.** Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

**Repairs and Maintenance.** Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

**Inspection of Collateral.** Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

**Taxes, Assessments and Liens.** Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

**Compliance with Governmental Requirements.** Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

**Hazardous Substances.** Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

**Maintenance of Casualty Insurance.** Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

**Application of Insurance Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

**Insurance Reserves.** Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

**Insurance Reports.** Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

**Financing Statements.** Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

**GRANTOR'S RIGHT TO POSSESSION.** Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at



**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 5093104649

Page 3

the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following shall constitute an Event of Default under this Agreement:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Insolvency.** The dissolution or termination of Grantor's existence as a going organization, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Georgia Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

**Accelerate Indebtedness.** Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

**Assemble Collateral.** Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

**Sell the Collateral.** Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Collect Revenues, Apply Accounts.** Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

**Obtain Deficiency.** If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

**Other Rights and Remedies.** Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

**Election of Remedies.** Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**LIMITATION OF REMEDIES.** Lender and Borrower agree that neither party shall have a remedy of punitive or exemplary damages against the other in any dispute and hereby waive any right or claim to punitive or exemplary damages we have now or which may arise in the future in connection with any Dispute whether the Dispute is resolved by arbitration or judicially. Further, Lender and Borrower agree to limit damages to actual compensatory damages flowing directly from the claimed breach, specifically excluding damages for lost profits, wages and/or income.

**PLACE, TIME AND COST OF ARBITRATION.** If either Borrower or Lender demands arbitration, such arbitration proceedings shall be held by a single arbitrator, as soon as practicable, but in any event within sixty (60) days after the demand for arbitration is made, in FULTON County, Georgia. Notwithstanding anything to the contrary elsewhere in this Agreement, all of the expenses charged by the arbitrator or arbitration service shall be borne exclusively by the Lender, and no such expenses shall be the responsibility of the Borrower.

Arbitration provisions of this Agreement do not apply if, on the date Borrower signs the Agreement, Borrower is covered by the federal Military Lending Act as a member of the Armed Forces or is a dependent of such a member.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Arbitration.** Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the financial services rules of J.A.M.S. or its successor in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Collateral shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**Attorneys' Fees; Expenses.** Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Subject to any limits under applicable law, costs and expenses include fifteen percent (15%) of the principal plus accrued interest collected as Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Governing Law.** This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Georgia.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of FULTON County, State of Georgia.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Notices.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Power of Attorney.** Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

**Borrower.** The word "Borrower" means CITY OF FAIRBURN and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Collateral.** The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

**Default.** The word "Default" means the Default set forth in this Agreement in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

**Grantor.** The word "Grantor" means CITY OF FAIRBURN.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when

**COMMERCIAL SECURITY AGREEMENT  
(Continued)**

Loan No: 5093104649

Page 5

improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

**Lender.** The word "Lender" means UNITED COMMUNITY BANK, its successors and assigns.

**Note.** The word "Note" means the Note dated February 11, 2019 and executed by CITY OF FAIRBURN in the principal amount of \$267,124.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 11, 2019.**

**THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

**CITY OF FAIRBURN**

By: \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN

## E-STATEMENT ENROLLMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	71 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

United Community Bank offers tools to help make managing your accounts simple and easy. With mobile, online and in-branch options, we offer the flexibility and convenience to fit your lifestyle.

Online & Mobile Banking: View and manage your loan account(s), right from your desktop, tablet or smartphone.

**To get started:** Once your loan account has been established (which could take up to 10 days from date of closing), enroll by following these simple steps:

1. Be sure to have the following information available before you begin:
  - Loan Account number
  - Social Security number
  - Access to your email, text or phone to receive your Secure Access Code
2. Visit [ucbi.com](http://ucbi.com) and select "Enroll" from the Online Banking Login Box
  - a. Select either Personal or Business
  - b. Review and accept the Online Banking Service Agreement\*
3. Follow the onscreen instructions to complete enrollment

eStatements: All notifications pertaining to this loan will be sent via email and you will be able to view the actual documents (including but not limited to loan billing notices and/or statements, past due notices, renewal notices, maturity notices, etc.) securely through Online Banking.

**To get started:** Select Statement Delivery within the Settings Menu of Online Banking or the Mobile Banking App. Next, select the pencil icon beside the loan account(s) you would like to enroll and change the delivery type from Paper statement to eStatement. After accepting the eStatement Delivery Agreement, follow the onscreen instructions to complete enrollment.

Please contact Online Banking Support (1.800.822.2651) or your local branch if you have any questions.

\*All notifications will not be available if enrollment process is not completed.





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## FINANCIAL REPORTING AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	71 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

Borrower covenants and agrees with Lender that, so long as a Loan Agreement remains in effect, Borrower will furnish United Community Bank with the following financial statements:

**Annual Statements** As soon as available, but in no event later than ninety (90) days after the end of each fiscal year, Borrower's Balance Sheet and Income Statement for the year ended, compiled by a certified public accountant satisfactory to Bank.

**Tax Returns** As soon as available, but in no event later than thirty (30) days after the first required filing date for the tax reporting period ended, the applicable company and personal Federal and other governmental tax returns, prepared by a certified public accountant satisfactory to the Bank. It is the Bank's desire to maintain current financial information and not to have borrower file time extensions as long as loans are outstanding.

**Personal Financial Statement** to be updated annually no later than thirty (30) days from the one year anniversary of the most recent personal financial statement submitted to the Bank.

### ADDITIONAL REQUIREMENTS:

Borrower further agrees to maintain its books and records in accordance with Generally Accepted Accounting Principals (GAAP), applied on a consistent basis, and permit the Bank to examine and audit Borrower's books and records at all reasonable times.

Borrower agrees to terms set forth in this statement.

**BORROWER:**

CITY OF FAIRBURN

By: \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN

## TEMPORARY COUPON

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	7/1 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

**Borrower:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN , GA 30213

A coupon book has been ordered for you. However, in the event you do not receive it by the time your first payment is due, please bring this temporary loan coupon with your payment. If you have not received your coupon book by the time your second payment is due please let us know so that we may order you a replacement book.

First Payment Date March 11, 2019      Payment Amount \_\_\_\_\_

Our officers and staff will do everything possible to merit the confidence you have shown in us. Should you have any questions, please feel free to contact your loan officer. We greatly appreciate your business and thank you for allowing United Community Bank to handle your financial needs.

LoanPro, Ver. 16.3.10.008 Copr. Phasos USA Corporation 1997, 2019. All Rights Reserved. - GA LSCWCFRPLV600 FC 18-128402 PR-2



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## AGREEMENT TO PROVIDE INSURANCE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$267,124.00	02-11-2019	12-31-2019	5093104649	71 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

**INSURANCE REQUIREMENTS.** Grantor, CITY OF FAIRBURN ("Grantor"), understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Grantor by Lender. These requirements are set forth in the security documents for the loan. The following minimum insurance coverages must be provided on the following described collateral (the "Collateral"):

**Collateral:** 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

Type: Comprehensive and collision.

Amount: Full Insurable Value.

Basis: Replacement value.

Endorsements: UNITED COMMUNITY BANK, ITS SUCCESSORS AND ASSIGNS ATIMA; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

Latest Delivery Date: By the loan closing date.

**Collateral:** ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

Type: All risks, including fire, theft and liability.

Amount: Full Insurable Value.

Basis: Replacement value.

Endorsements: UNITED COMMUNITY BANK, ITS SUCCESSORS AND ASSIGNS ATIMA; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

Latest Delivery Date: By the loan closing date.

**INSURANCE COMPANY.** Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor understands that credit may not be denied solely because insurance was not purchased through Lender.

**INSURANCE MAILING ADDRESS.** All documents and other materials relating to insurance for this loan should be mailed, delivered or directed to the following address:

UNITED COMMUNITY BANK  
ISAOA ATIMA  
PO BOX 7092  
TROY, MI 48007-7092

**FAILURE TO PROVIDE INSURANCE.** Grantor agrees to deliver to Lender, on the latest delivery date stated above, proof of the required insurance as provided above, with an effective date of February 11, 2019, or earlier. Grantor acknowledges and agrees that if Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense as provided in the applicable security document. The cost of any such insurance, at the option of Lender, shall be added to the indebtedness as provided in the security document. GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE DEBT, EXCLUDING ANY UNEARNED FINANCE CHARGES, OR (2) THE VALUE OF THE COLLATERAL; HOWEVER, GRANTOR'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

**AUTHORIZATION.** For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collateral, the loan or other financial accommodations, or both.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 11, 2019.**

**THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

CITY OF FAIRBURN

By: ELIZABETH CARR-HURST, Mayor of CITY OF FAIRBURN (Seal)

# **AGREEMENT TO PROVIDE INSURANCE (Continued)**

<b>FOR LENDER USE ONLY</b> <b>INSURANCE VERIFICATION</b>		
DATE: _____ _____		PHONE _____ _____
AGENT'S NAME: _____ AGENCY: _____ ADDRESS: _____ INSURANCE COMPANY: _____ POLICY NUMBER: _____ EFFECTIVE DATES: _____ _____ COMMENTS: _____ _____ _____		

<b>FOR LENDER USE ONLY</b> <b>INSURANCE VERIFICATION</b>		
DATE: _____ _____		PHONE _____ _____
AGENT'S NAME: _____ AGENCY: _____ ADDRESS: _____ INSURANCE COMPANY: _____ POLICY NUMBER: _____ EFFECTIVE DATES: _____ _____ COMMENTS: _____ _____ _____		





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## NOTICE OF INSURANCE REQUIREMENTS

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	02-11-2019		5093104649	71 / 0134	80005990	5285	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

**Grantor:** CITY OF FAIRBURN (TIN: 58-6000575)  
56 MALONE ST SW  
FAIRBURN, GA 30213-1341

**Lender:** UNITED COMMUNITY BANK  
FAIRBURN  
65 WASHINGTON STREET  
FAIRBURN, GA 30213

**TO:** ATTN: Insurance Agent

**DATE:** February 11, 2019

**RE:** Policy Number(s):  
Insurance Companies/Company:

Dear Insurance Agent:

Grantor, CITY OF FAIRBURN ("Grantor") is obtaining a loan from UNITED COMMUNITY BANK. Please send appropriate evidence of insurance to UNITED COMMUNITY BANK, together with the requested endorsements, on the following property, which Grantor is giving as security for the loan.

**Collateral:** 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

**Type:** Comprehensive and collision.

**Amount:** Full Insurable Value.

**Basis:** Replacement value.

**Endorsements:** UNITED COMMUNITY BANK, ITS SUCCESSORS AND ASSIGNS ATIMA; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

**Latest Delivery Date:** By the loan closing date.

**Collateral:** ASSEMBLED DIGGER DERRICK, UNIT SERIAL #0918FV0280; UNIT MODEL #D4050B-TR, WITH PINTLE HOOK MOUNTED ON 2019 FREIGHTLINER M2-106 (VIN 3ALHCYFE5KDKK7338).

**Type:** All risks, including fire, theft and liability.

**Amount:** Full Insurable Value.

**Basis:** Replacement value.

**Endorsements:** UNITED COMMUNITY BANK, ITS SUCCESSORS AND ASSIGNS ATIMA; and further stipulating that coverage will not be cancelled or diminished without a minimum of 30 days prior written notice to Lender.

**Latest Delivery Date:** By the loan closing date.

**GRANTOR:**

CITY OF FAIRBURN

By: \_\_\_\_\_ (Seal)  
ELIZABETH CARR-HURST, Mayor of CITY OF  
FAIRBURN

**RETURN TO:**

UNITED COMMUNITY BANK  
ISAOA ATIMA  
PO BOX 7092  
TROY, MI 48007-7092

ADDENDUM TO  
LOAN DOCUMENTS

The terms and provisions of this Addendum to Loan Documents are hereby made a part of the Promissory Note dated February 11, 2019 (the "Note") by the City of Fairburn ("Borrower") in favor of United Community Bank ("Lender") in connection with a loan in the original principal amount of \$267,124.00 (the "Loan"), and to which this Addendum is attached. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Note. Notwithstanding the fact that this Addendum is made part of the Note, the terms and provisions contained herein shall have application to (i) that certain Business Loan Agreement of even date given by Borrower to Lender (the "Loan Agreement"), (ii) that certain Commercial Security Agreement of even date (the "Security Agreement"), and (iii) all other documents or instruments evidencing, securing or otherwise related to the Loan (collectively with the Note, the Loan Agreement and the Security Agreement, referred to herein as the "Loan Documents"). Any conflicts between the terms and provisions of this Addendum and the terms and provisions of the Loan Documents shall be governed and controlled in all respects by the terms and provisions of this Addendum.

1. Auto Renewal. The maturity date of the Note shall be automatically extended, without amendment, for four (4) consecutive, one (1) year periods from the present or any future maturity date; provided, however that (i) the auto-renewal of the maturity date shall be conditioned upon Lender's receipt from Borrower, of certified City Council Minutes authorizing the renewal of the Loan not less than thirty (30) days before the then current maturity date of the then current term of the Loan; and (ii) a principal payment in the amount of not less than \$53,424.80 plus any accrued interest due, is made by Borrower on or prior to the 31<sup>st</sup> day of December of the then present and any future maturity date, until the Indebtedness is paid in full.

2. Effect of Addendum. Except as specifically modified based upon the foregoing, all other terms and conditions of the Loan Documents, and any amendments or addendums thereto, shall remain in full force and effect. Capitalized terms used herein shall have the same meaning ascribed to them in the Loan Agreement or Loan Documents, unless otherwise defined herein.

3. Counterparts and Execution. This Addendum may be signed in multiple counterparts, which together shall be an original. Scanned and electronically transmitted signatures shall be treated as original signatures.

*[SIGNATURES ON FOLLOWING PAGE]*

Borrower:

**CITY OF FAIRBURN**

By: \_\_\_\_\_ (SEAL)

Name: Elizabeth Carr-Hurst

Title: Mayor

Lender:

**UNITED COMMUNITY BANK**

By: \_\_\_\_\_ (SEAL)

Name: Bud Turner

Title: Executive Vice President



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: Group Health Insurance Contract with United Healthcare**

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

**Submitted: 02/11/2019                      Work Session: 02/11/2019                      Council Meeting: 02/11/2019**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The United Healthcare (UHC) medical proposal would generate an annual citywide premium increase of \$231,754.80 for the current plan or \$153,774.84 for the alternate plan. Along with this Medical increase, the cost of the opt-out benefit as well as the expected Health Reimbursement Arrangement (HRA) cost in 2019, the total expected annual increase in Medical costs for the current plan will be \$260,406 or \$182,425 for the alternate plan. These premium increases include the current employee cost share of \$50,927.88 for the current plan and \$33,792.10 for the alternate plan. (Employees pay 10% for single coverage and an additional 40% for family coverage). These premium increases include an additional reduction for packaging the dental and vision with United Healthcare. **BUDGET CODE 100-0000-11-3810**

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

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**PURPOSE:** For Mayor and Council to approve continuation of United Healthcare's \$2,000 deductible plan BB-1B w/Rx UG (plan name changing from AR-1J w/Rx UG) as the City's sole 2019 health insurance offering or approve the alternate United Healthcare plan BB-Z5 w/Rx UG (\$2,500 deductible). Both the current renewal plan and the alternate plan have similar benefits with the exception of the difference in the deductibles and out-of-pocket exposure. United Healthcare has changed the reimbursement on hospital-based lab from 100% (no deductible) to 80% and no deductible.

**HISTORY:** The City moved the group healthcare benefit from Coventry to the current plan with United Healthcare in April 2015. The healthcare premiums are a combination of the total claims, cost of administration, premium taxes, Affordable Care Act (ACA) fees, and demographic data. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds 10% due to medical trend. The City's loss experience between the months of October 1, 2017 through September 30, 2018 shows a 95.41% loss ratio compared to 109.0% for the same time period last year. However, there was a significant spike in claims in October and November for a total of 149.65% bringing the loss ratio up to 104.3%. When added to the fixed costs of 25% and trend of 10%, the combined loss ratio is 139.3%



The UHC original underwriting formula called for a 21.9% premium increase. BKS-Partners negotiated this down to 17.7% after in-depth discussions of ongoing large claims with United Healthcare's underwriters. BKS-Partners also negotiated an additional medical premium reduction to package the dental and vision with United Healthcare which brings down the medical current plan increase to 14.74% and the alternate plan to 9.78% increase. **This offer also includes a \$5,000 annual wellness fund.**

**FACTS AND ISSUES:** In light of the negotiated increase coupled with the City's loss ratio, and after a market analysis where BKS-Partners confirmed that the renewal is justified due to the loss ratio we recommend renewing with United Healthcare with either the current plan or the alternate.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with United Healthcare for a 12-month period effective April 1, 2019 for their United Healthcare employee health insurance offering.

  
Elizabeth Carr-Hurst, Mayor



## 2019 Benefits Renewal Presentation



BALDWIN KRYSTYN SHERMAN PARTNERS | INSIGHT BEYOND INSURANCE

## MEDICAL RENEWAL SUMMARY

The City of Fairburn's premiums are a combination of the total claims, cost of administration, premium taxes, ACA fees, and employee demographics. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds 10.1% due to medical trend. United Healthcare's experience months from 10/1/2017 thru 9/30/2018 shows a 95.4% loss ratio, which is down slightly from the prior renewal period. When added to the fixed costs of 25% and trend of 10.1%, the total combined loss ratio is 130.5%. There are also 3 ongoing large claims that have exceeded the \$75,000 individual stop loss, one of which is expected to account for nearly \$250,000 in claims for the 2019-2020 plan year.

United Healthcare's original underwriting formula called for a 21.9% premium increase. BKS Partners was able to negotiate this to 17.7% after in-depth discussions of ongoing large claims with United Healthcare's underwriters. This offer also includes a \$5,000 annual wellness fund. The 17.7% increase is justified based on the claims history over the past year as well as ongoing large claims, especially in light of the October 2018 claims. However, due to adverse claims last year that resulted in a high increase for the City and the Employees, we felt that it was in the City's best interest this year to check the market to see if there are any competitive alternatives outside of United Healthcare (see below for RFP responses).

It is recommended that the City continue offering the Opt-Out Stipend, the Health Reimbursement Arrangement which pays \$2,000 towards the individual in-network deductible and \$4,000 towards the family deductible (possible recommended changes to this depending on final plan decision), and also continue with the spousal surcharge for employees who cover their spouses that have coverage available through their own employers.

## MARKET SYNOPSIS

### AETNA

For their most comparable plan option to the current UHC plan, Aetna is coming in 20.16% above the current. They do have a \$2,000 100% plan option where the majority of services are subject to the deductible and comes in 4.62% above current. However, Aetna does not offer an integrated HRA, so members would have to pay for claims up front and submit for reimbursement. Also, with almost all services being subject to the deductible, HRA utilization would increase.

Fairburn would have to remove the current integrated HRA and move to a January 1st renewal date.

### GEORGIA MUNICIPAL ASSOCIATION

### HEALTHSCOPE (self-insured TPA)

For a traditional self-insured option utilizing Aetna's PPO network, the expected cost is coming in at 20.2% above current. They also offer Reference-Based Pricing options in which there are no networks for hospitals and facilities, and a third party works to negotiate Medicare reference-based prices. Under these plans, since there are no networks, hospitals and facilities are not under contract and therefore do not have to accept these reduced fees. Savings potential is high, however there will also be employee disruption due to the way hospitals and facilities are paid under this type of plan.

### HUMANA

For their most comparable plan option to the current UHC plan, Humana is coming in 26.2% above current. They do have some copy-only plan options that would eliminate the need for the Health Reimbursement setup and would offer savings from UHC's renewal. Humana also offers a wellness program (Go365) which would help the City earn up to an 8% discount on the 2020 renewal.

### ANTHEM (formerly BCBS of GA), CIGNA & KAISER

**DECLINED TO QUOTE:** Based on uncompetitive rates with United Healthcare's initial renewal offer, Anthem, Cigna and Kaiser all declined to provide a quote.



## DENTAL, VISION & FSA RENEWAL SUMMARY

The initial Ameritas renewal offer included no increase on Vision and a 4% increase on Dental. After negotiations, Ameritas has agreed to hold the current Dental rates for the upcoming plan year, so there will be no increase on either benefit. However, United Healthcare, along with Aetna and Humana, offer a discount on the Medical premiums if you add Dental and Vision. With the high Medical increase this year, it may be beneficial to the City to make a change. The other benefit of doing this is it reduces the number of bills for the City and insurance providers for the Employees.

For 2019, the IRS limits for medical FSA (flexible spending accounts) contributions increased from \$2,650 to \$2,700. We recommend that the City continue to allow employees to increase their contributions to this fund. The City currently has 44 enrolled in the medical FSA and 1 enrolled in the dependent care FSA. This has grown over time due to the open enrollment support we receive from Admin America, a local third party administrator who manages this program on behalf of the City. Their team has been very supportive and provide excellent customer service to the employees and their families at the City. Admin America also provides COBRA administration for the City.

## MARKET SYNOPSIS

### UNITED HEALTHCARE

United Healthcare will offer a discount of roughly 3% off their Medical rates if you add Dental and Vision. Potential annual savings, depending on Medical plan decision, comes out to between approximately \$43,000 - \$45,000.

### AETNA

Aetna is the most competitive Dental alternative, coming in almost 8.5% below current rates. Vision is also over 20% below current. There would be a 2.5% reduction on the Medical premium if sold together. If Medical is not sold with Aetna, it would be more beneficial for the City to place the Dental and Vision with the chosen Medical carrier.

### ANTHEM (formerly BCBS of GA)

Anthem's Dental rates are not competitive with Ameritas. While their Vision rates are competitive, the City would see greater savings by placing the Dental and Vision with the Medical carrier.

### EYEMED (vision only)

EyeMed's Vision rates are competitive, however the City would see greater savings by placing the Vision with the Medical carrier. If the City wanted to keep the Dental with Ameritas, EyeMed would be

### GUARDIAN

Guardian is competitive on Dental, coming in 2% below Ameritas's rates for a comparable plan. They are also matching the current Vision rates. However, the savings potential is still the greatest if the Dental and Vision is placed with the Medical carrier.

### HUMANA

Humana is the most competitive Vision alternative, coming in 25% below the current rates. Their Dental premium is coming in very close to current overall. Humana will offer a 2% discount off their Medical rates if you also add Dental and Vision.

### PRINCIPAL

Principal's Dental rates are not competitive with Ameritas. While their Vision rates are competitive, the City would see greater savings by placing the Dental and Vision with the Medical carrier.



# City of Fairburn

## Medical Benefits & Rates - Includes 2% discount for moving Dental/Vision to UHC

	UHC CURRENT: AR-1J w/Rx UG			UHC RENEWAL: UHC BB-1B w/Rx UG			UHC RECOMMENDED OPTION: BB-Z5 w/Rx UG		
	100%			100%			100%		
Carrier Coinsurance	\$2,000 / \$4,000			\$2,000 / \$4,000			\$2,500 / \$5,000		
Annual Deductible (Individual / Family)	\$5,000 / \$10,000 (includes deductible & copays)			\$5,000 / \$10,000 (includes deductible & copays)			\$6,000 / \$12,000 (includes deductible & copays)		
Annual Out-of-Pocket Limit (Ind. / Fam)									

NOTES: All numbers are based on current enrollment counts and are subject to change. City/Employee Contributions assume that City of Fairburn will continue to pay 90% of the Employee Only cost and 60% for dependents. The Opt-Out Stipend assumes 23 employees who are eligible and declining Medical coverage, at a stipend of \$200 per month.

\*\$136,320 was the estimated total annual HRA expense for the 2018 calendar year (32% of total exposure based on 2018 renewal enrollment counts).

\*\*\$114,800 is the estimated total annual HRA expense for the 2019 calendar year (28% of total exposure based on current enrollment counts).



# City of Fairburn

## Medical Benefits & Rates

	UHC CURRENT: AR-11 w/Rx UG	UHC RENEWAL: UHC BB-1B w/Rx UG	UHC OPTION 1: BB-Z5 w/Rx UG
Carrier Coinsurance	100%	In-Network Benefits 100%	100%
Annual Deductible (Individual / Family)	\$2,000 / \$4,000	\$2,000 / \$4,000	\$2,500 / \$5,000
Annual Out-of-Pocket Limit (Ind. / Fam) (includes deductible & copayments)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$6,000 / \$12,000
Primary Care Provider Office Visit Copay	Designated Network: \$30 / Network: \$30	Designated Network: \$30 / Network: \$30	Designated Network: \$30 / Network: \$30
Specialist Care Provider Office Visit Copay	Designated Network: \$60 / Network: \$90	Designated Network: \$60 / Network: \$90	Designated Network: \$60 / Network: \$90
Hospital Emergency Copay	\$350	\$350	\$350
Urgent Care Copay	\$100	\$100	\$100
Outpatient Lab, X-Ray & Diagnostics - Freestanding/Physician's Office - Hospital-Based Lab	Covered at 100% Covered at 100%	Covered at 100% Covered at 80% (no deductible)	Covered at 100% Covered at 80% (no deductible)
Inpatient Facilities - Designated Network - Network:	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met	\$500, then 0% after deductible is met \$1,000, then 0% after deductible is met
Outpatient Facilities - Surgical Center/Physician's Office - Hospital-Based Surgical Center	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met
Major Diagnostic Testing - Free-Standing/Physician's Office - Hospital-Based Diagnostic Center	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met	0% after deductible is met \$500, then 0% after deductible is met
Carrier Coinsurance	80%	Out-of-Network Benefits 80%	70%
Annual Deductible (Individual / Family)	\$4,000 / \$8,000	\$4,000 / \$8,000	\$5,000 / \$10,000
Annual Out-of-Pocket Limit (Ind. / Fam)	\$10,000 / \$20,000	\$10,000 / \$20,000	\$10,000 / \$20,000
Rx Tier 1 Copay	\$15.00 (2.5x for Mail Order)	Pharmacy Benefits \$15.00 (2.5x for Mail Order)	\$15.00 (2.5x for Mail Order)
Rx Tier 2 Copay	\$45.00 (2.5x for Mail Order)	\$45.00 (2.5x for Mail Order)	\$45.00 (2.5x for Mail Order)
Rx Tier 3 Copay	\$85.00 (2.5x for Mail Order)	\$85.00 (2.5x for Mail Order)	\$85.00 (2.5x for Mail Order)
Rx Tier 4 Copay	\$125.00 (2.5x for Mail Order)	\$125.00 (2.5x for Mail Order)	\$125.00 (2.5x for Mail Order)
Employee Only	Employee	Monthly Rates Employee	Employee
Employee & Spouse	Fairburn	City of Fairburn	Fairburn
Employee & Child(ren)	Total	Total	Total
Family	\$57.46	\$65.93	\$63.08
	\$284.83	\$326.82	\$312.69
	\$262.04	\$300.67	\$287.67
	\$512.22	\$587.73	\$562.32
	\$1,199.25	\$1,376.04	\$1,316.56
	\$1,711.47	\$1,963.77	\$1,878.88
TOTAL MONTHLY COST	\$28,788.59	\$33,032.58	\$31,604.60
	\$102,218.93	\$117,287.84	\$112,217.49
	\$131,007.52	\$150,320.42	\$143,822.09
% Change from Current	14.74%	14.74%	9.78%
ANNUAL CHANGE FROM CURRENT	\$ 50,927.88	\$ 180,826.92	\$ 33,792.10
	\$ 231,754.80	\$ 119,982.74	\$ 153,774.84



# City of Fairburn

## Dental Benefits & Rates

Ameritas Dental Plan - CURRENT & RENEWAL		United Healthcare - OPTION 1 (2-year rate guarantee)	
		Benefits	
Annual Maximum		\$2,000 per member	\$2,000 per member
Orthodontia Lifetime Max (adult & child)		\$2,000 per member	\$2,000 per member
Individual/Family Deductible		\$50 / \$150	\$50 / \$150
Deductible Waived for Preventive?		Yes	Yes
		Preventive Services	
Covered at 100%; No Deductible		Routine Exam - 2 per plan year	Routine Exam - 2 per 12 months
		Cleaning - 2 per plan year	Cleaning - 2 per 12 months
		Biteewing X-Rays - 2 per plan year	Biteewing X-Rays - 1 per calendar year
		Full Mouth/Panoramic X-Rays - 1 in 3 years	Full Mouth/Panoramic X-Rays - 1 per 36 months
		Flouride - children under 19; 1 per plan year	Flouride - children under 16; 2 per 12 months
Covered at 80% after the deductible		Sealants - children under 17	Sealants - children under 16
		Space Maintainers	Space Maintainers
		Fillings (amalgam or composite on all teeth)	Fillings (amalgam or composite on all teeth)
		Endodontics	Endodontics
		Periodontics	Periodontics
Covered at 50% after the deductible		Oral Surgery	Oral Surgery
		General Anesthesia	General Anesthesia
		Onlays	Onlays
		Crowns - 1 in 5 years per tooth	Crowns - 1 in 60 months per tooth
		Crown/Denture Repair	Crown/Denture Repair
Covered at 50% after the deductible		Prosthodontics (fixed bridge; removable complete/partial dentures) - 1 in 5 years	Prosthodontics (fixed bridge; removable complete/partial dentures) - 1 per 60 months
		Employee	Employee
		City of Fairburn	City of Fairburn
		Total	Total
		\$30.54	\$30.94
Employee Only	70	\$10.18	\$10.31
Employee & Spouse	15	\$10.18	\$10.31
Employee & Child(ren)	25	\$10.18	\$10.31
Family	26	\$10.18	\$10.31
TOTAL MONTHLY COST		\$7,818.36	\$7,920.18
		\$1,384.48	\$1,402.50
		\$9,202.84	\$9,322.68
% Change from Current		1.30%	1.30%

# City of Fairburn

## Vision Benefits & Rates

Ameritas Vision Plan - CURRENT & RENEWAL		United Healthcare - OPTION 1 (3-year rate guarantee)	
In-Network Benefits			
Exams - 1 every 12 months	\$10 Copay	\$10 Copay	
Lenses - 1 every 12 months			
- Single Vision	\$25 Copay	\$25 Copay	
- Bifocal	\$25 Copay	\$25 Copay	
- Trifocal	\$25 Copay	\$25 Copay	
- Lenticular	20% discount	\$25 Copay	
Contacts - 1 every 12 months (in lieu of frames & lenses)	Elective: \$130 Allowance Medically Necessary: Covered in Full	Elective: \$130 Allowance Medically Necessary: Covered in Full	
Contact Lens Fitting	Standard: Member cost up to \$55 Premium: 10% off retail	Member cost up to \$60	
Frames - 1 every 12 months	\$130 Allowance	\$130 Allowance + 30% off balance	
		Monthly Rates	
		Employee	City of Fairburn
Employee Only	48	\$9.40	\$0.00
Employee & Spouse	14	\$16.48	\$0.00
Employee & Child(ren)	9	\$17.88	\$0.00
Family	26	\$27.28	\$0.00
TOTAL MONTHLY COST		\$1,552.12	\$1,380.99
% Change from Current		-11.03%	0.00%
		-11.03%	



# City of Fairburn

## Medical, Dental & Vision Employee Contributions

### Employee Contributions by Pay Period - Renewal Plan (\$2,000 Deductible; Ameritas Dental & Vision)

Plan Type	Employee	+Spouse	+Child(ren)	+Family	Employee Cost Share
Health - 2018	\$ 26.52	\$ 131.46	\$ 120.94	\$ 236.41	employee pays 10% of single
Health - 2019 Renewal	\$ 30.43	\$ 150.84	\$ 138.77	\$ 271.26	employee pays 40% of dependents
Increase	\$ 3.91	\$ 19.38	\$ 17.83	\$ 34.85	
Vision - 2018	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of single
Vision - 2019	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of dependents
Increase	\$ -	\$ -	\$ -	\$ -	
Dental - 2018	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 75% of single
Dental - 2019	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 100% of dependents
Increase	\$ -	\$ -	\$ -	\$ -	

### Employee Contributions by Pay Period - Recommended Option (\$2,500 Deductible; UHC Dental & Vision)

Plan Type	Employee	+Spouse	+Child(ren)	+Family	Employee Cost Share
Health - 2018	\$ 26.52	\$ 131.46	\$ 120.94	\$ 236.41	employee pays 10% of single
Health - 2019 Option 1	\$ 29.11	\$ 144.32	\$ 132.77	\$ 259.53	employee pays 40% of dependents
Increase	\$ 2.59	\$ 12.86	\$ 11.83	\$ 23.12	
Vision - 2018	\$ 4.34	\$ 7.61	\$ 8.25	\$ 12.59	employee pays 100% of single
UHC Vision - 2019	\$ 3.86	\$ 6.77	\$ 7.34	\$ 11.21	employee pays 100% of dependents
Decrease	\$ (0.48)	\$ (0.84)	\$ (0.91)	\$ (1.38)	
Dental - 2018	\$ 14.10	\$ 33.85	\$ 29.14	\$ 53.29	employee pays 75% of single
UHC Dental - 2019	\$ 14.28	\$ 34.29	\$ 29.52	\$ 53.99	employee pays 100% of dependents
Increase	\$ 0.18	\$ 0.44	\$ 0.38	\$ 0.70	



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

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

### CONTRACTS

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

**Submitted: 02/11/2019**

**Work Session: 02/11/2019**

**Council Meeting: 02/11/2019**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** An additional \$216.24 annually for the City and \$1,221.84 for employees for the dental increase of 1.30% to include a 2-year rate guarantee. **BUDGET CODE 100-0000-11-3811**


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

**PURPOSE:** For Mayor and Council to approve a carrier change from Ameritas to United Healthcare as the City's sole 2019 plan year Dental/Vision insurance offering, and to continue with Admin America as the FSA Administrator.

**HISTORY:** The City moved the group Dental and Vision insurance coverage to Ameritas in 2013. This is also when the City moved to Admin America as the Flexible Spending Account (FSA) Administrator. Since then, the City has remained with these providers. Historically, employees paid 100% of the vision insurance premium, 75% of the employee-only dental premium and 100% of the additional dental premium for dependent coverage. For 2019, the IRS limits for Medical FSA contributions increased from \$2,650 to \$2,700. Dependent Care FSA contribution maximums have remained unchanged at \$5,000 per year.

**FACTS AND ISSUES:** United Healthcare has offered a package discount reducing the medical premium by roughly 3% which is approximately a \$43,000 to \$45,000 annual savings depending on the medical plan chosen to move the Dental and Vision coverage to them. The plans are similar, and the vision rates are less than Ameritas with a 3-year rate guarantee. The dental rates are 1.3% higher than Ameritas with a 2-year rate guarantee, or they will match the current rates for 1 year. For 2019 the IRS limits for medical FSA (flexible spending account) contributions increased from \$2,650 to \$2,700. We have 44 employees enrolled in the medical FSA and 1 enrolled in the dependent care FSA. Admin America also provides COBRA administration for the City. Staff recommends the City change the dental and vision provider to United Healthcare and continue with Admin America for the FSA and COBRA administration.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with United Healthcare for a 12-month period effective April 1, 2019 for the Dental and Vision Insurance Coverage, and with Admin America for FSA and COBRA administration for the same period.

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT FOR THE 2019 PLAN YEAR**

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

Submitted: 02/11/2019

Work Session: 02/11/2019

Council Meeting: 02/11/2019

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The proposed United Healthcare (UHC) plan maintains a deductible amount of \$2,000 for an individual and \$4,000 for a family, resulting in minor change to our expected expenses, which are estimated to be 28% of our total exposure. **BUDGET CODE 100-0000-11-3810**

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

**PURPOSE:** For Mayor and Council to approve a 100% "reimbursement" of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims. If the City changes to the \$2,500 deductible plan option, the HRA would pick up the first \$2,000 for individuals and \$4,000 for families, leaving the employees with an additional \$500 individual / \$1,000 family deductible exposure.

**HISTORY:** During the 2018-19 plan year the City "reimbursed" 100% of the employee's in-network deductible expense for medical claims via the United Healthcare HRA program, and zero percent of the out-of-network medical claims.

**FACTS AND ISSUES:** For 2018, the City budgeted 32% of our maximum exposure for the reimbursement of deductibles, resulting in a citywide annual budgeted expense of \$136,200 for deductible reimbursement. The actual amount paid out during the calendar year was \$86,149.31 (\$50,050.69 lower than expected). Because the City has been below budget on the HRA in prior years, the recommended HRA budget for 2019 is \$114,800 (28% of maximum exposure). This is paid weekly by the City to the carrier in addition to the monthly premium. In other words, the carrier fronts the money to the participant's health provider and we reimburse the carrier. The HRA program pays the service provider directly, relieving the employee of the obligation to pay the deductible to the provider and then to file for reimbursement with the City.

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

  
Elizabeth Carr-Hurst, Mayor