



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
December 10, 2018
6:00 PM

WORKSHOP AGENDA

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: Keshia McCullough, City Clerk
- III. PRESENTATIONS
 1. Creative Placemaking Plan (10 minutes) Atlanta Regional Commission
 2. Solution for Bridge on HWY 92 (10 Minutes) Landmark Christian School Physics Students
- IV. COUNCIL DISCUSSION
- V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- VI. ADJOURN



City Council Work Session ♦ December 10, 2018

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

Presentation by the Atlanta Regional Commission

The City of Fairburn was selected by the Atlanta Regional Commission's (ARC) Community Development Group (CDAP) to provide technical assistance with producing a Creative Placemaking Plan. The Fairburn Creative Placemaking Plan will help facilitate the integration of public art into the built environment of the City. The incorporation of public art into the City's landscape has been a goal of the city since the creation of the Livable Centers Initiative (LCI) Study in 2009. The physical transformation of Fairburn's downtown started with the construction of the stage and courtyard, and we believe this is an opportune time to define not only the relationship of art to urban spaces, but also our own commitment to an urban scene that promotes civic life and involvement.

The vision is to establish Fairburn as a city with engaging public spaces, where citizens and visitors alike will encounter works of public art that will surprise and delight them. ARC and Fairburn staff will work together over the next year to develop a plan for building an environment conducive to quality arts and cultural experiences for Fairburn residents and visitors. The plan will include policies for community engagement, implementation, and using local resources that are readily available.

The Atlanta Regional Commission representatives will present to the Mayor and City Council the Creative Placemaking Plan purpose, community outreach and engagement efforts, plan preparation and strategy and provide adequate time for questions and answers.

City Council Work Session ♦ December 10, 2018

Solution for Bridge on HWY 92

Presentation by Landmark Christian School Physics Students

The purpose of this project is to create a solution that prevents drivers from striking the bridge because their vehicles are too tall. The idea is to create better warnings so drivers will be aware of the height issue with the bridge.

One idea is to create a warning sign large enough for drivers to see as they're approaching the bridge. This will not only keep drivers safe, but it will save the City of Fairburn money. The problem has arisen that either the driver does not know the height of the vehicle they are driving, or they are unaware of the actual height of clearance for the bridge. The current height clearance is incorrect and commercial vehicle drivers are being deceived on the claimed height of the bridge. This is a big problem for public safety and needs to be changed in order to better protect drivers and those around them. The warning sign idea is to give taller vehicles that may get caught on the bridge an opportunity to avoid an accident.

The plan is to place various street signs with alerts of the oncoming bridge height of 9 feet 6 inches. The total cost, including installation, for this project would be around \$3,500.00. This includes the rumble strips for the road and two LED flashing signs warning drivers of the upcoming low bridge. This money could be raised via taxation or fundraising. The whole project should involve low maintenance and could even be self-installed.



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
December 10, 2018
7:00 PM

REGULAR AGENDA

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem James Whitmore
The Honorable Alex Heath
The Honorable Pat Pallend

The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones
The Honorable Ulysses Smallwood

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: | Pastor Charles Ramsey
St. John AME 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 are generally referred to the City Administrator for review. Responses will be provided at a later date. | |
| VII. | Adoption of the Council Agenda: | Councilmembers |
| VIII. | Approval of Consent Agenda Items: | Councilmembers |
| IX. | Approval of November 26, 2018 Minutes: | Councilmembers |

X. Public Hearings:

XI. Agenda Items:

Utilities

Tom Ridgway

1. Approval of the Election for Off-System Sales Margins for Power Supply Year 2019

Human Resources

Linda Johnson

2. Approval of the cancellation of the City of Fairburn's Long-Term Care (LTC) group policy with Unum Life Insurance Company

City Clerk

Keshia McCullough

3. Approval to add a Certification of Documents and Accident Report fee to the City of Fairburn's fee schedule

Police

Chief Stoney Mathis

4. Approval of the purchase of E-Warrant

Community Development/Public Works

Lester Thompson

5. Approval of a Construction Agreement with CSX Transportation for the Downtown LCI Streetscape Project in the amount of \$168,300

Property Management

Harvey Stokes

6. Approval of the acquisition of the property identified as parcel # 09F-1708-0067-021-4

Office of the Mayor

Mayor Elizabeth Carr-Hurst

7. Discussion and possible action on Downtown development expenses

8. Council Comments: Councilmembers

9. Executive Session* None

10. Adjournment Councilmembers

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



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
November 26, 2018
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
Mayor Pro-Tem 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 the City with a quorum.
- III. Invocation: Reverend Alvin Lingenfelter
Fairburn United Methodist Church
- IV. Pledge of Allegiance: In Unison
- V. Presentations:
1. Special Presentation Mayor Pro-Tem James Whitmore

Mayor Pro-Tem Whitmore presented Mayor Carr-Hurst with the Women in Municipal Government (WIMG) Leadership Award. Mayor Carr-Hurst was nominated for her outstanding achievement and leadership in local government during the National League of Cities (NLC). Each year, WIMG and NLC recognizes an individual for this award. All Fairburn Councilmembers, Senator Donzella James, State Representative Derrick Jackson and former State Representative Virgil Fludd were in attendance to congratulate Mayor Carr-Hurst on her achievement.

Presented

- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for

more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

- James Sumners congratulated Mayor Carr-Hurst on her achievement. He stressed that as an elected official, it is incumbent to listen to the concerns of citizens. He also announced that he will be moving out of the City of Fairburn and will be withdrawing from the Board of Appeals and the Board of Ethics. Lastly, he thanked those members of staff who have assisted him over the past few years.
- Greg Saunders offered a business perspective on the revised proposal for the development of townhomes. He expressed that it was not a good idea and that Fairburn could use other businesses, including decent restaurants.
- Reverend Albert E. Love, CEO of the Voter Empowerment Collaborative, stressed the importance of everyone voting. He stated that there is a run-off election on December 4th for the Secretary of State and the Public Service Commissioner for District 3. Lastly, he announced that on November 29th, Mayor Carr-Hurst will serve as the guest speaker for the Nonpartisan “Get Out and Vote” meeting. The meeting will be held at Enon Baptist Church in South Fulton, Georgia from 7:00 PM-9:00 PM.
- Pearl Oliphant expressed her opposition to the rezoning of townhomes and single-family homes. She stated that she reviewed the materials received last month and is concerned that the townhomes will undervalue the existing homes in the area. Ms. Oliphant further stated that she does not want traffic or schools impacted. In closing, she raised the question as to why there was not a supermarket on Hwy 74.

- VII. Adoption of the Council Agenda: Councilmembers
Councilman Pallend motioned to adopt the agenda with the following changes: moving Item #6 to the December 10th meeting or thereafter and adding Item #8- Approval of a Resolution Regarding Joint Water Withdrawal Application to the Agenda Items. Councilman Smallwood provided the second.

Motion Carried 6-0

- VIII. Approval of Consent Agenda Items: Councilmembers
Councilman Pallend motioned to approve Consent Agenda Items #3, 4, 5 and 7. Councilman Heath provided the second.

Motion Carried 6-0

- IX. Approval of October 22, 2018 Minutes: Councilmembers
Councilwoman Davis motioned to approve the October 22, 2018 minutes. Mayor Pro-Tem Whitmore provided the second.

Motion Carried 6-0

X. Public Hearings:

Community Development

Tarika Peek

2. Public Hearing for a request to rezone the subject property from R-2 (Single-Family Residential District) to R-CT (Residential Condominium/Townhouse) to allow the development of 232 townhouses and 86 single-family homes on 75.9 acres.

Tarika Peek, Senior Planner in the Department of Community Development, stated that Staff has requested a continuance to the January 28, 2019 Council Meeting. She indicated that the applicant conducted and submitted a traffic study in October. The applicant has scheduled community meetings with the public during the next couple of weeks. The applicant is also looking to revise the plan to be more suitable to what the community is requesting.

Councilwoman Portis-Jones inquired about citizen concerns as well as the communities that the applicant will be meeting with. Ms. Peek explained that the biggest issue is the townhouse plan and its impact on traffic and schools. She stated that the applicant will be meeting with Durham Lakes and the Parks at Durham Lakes. Councilwoman Portis-Jones requested that communication be made with homes on Rivertown Road as well as homeowners that are on Virlyn B. Smith. Mayor Pro-Tem Whitmore motioned to continue this Public Hearing to the January 28, 2019 Council Meeting. Councilwoman Davis provided the second.

Motion Carried 6-0; Continued to January 28, 2019 Council Meeting

XI. Agenda Items:

Police Department

Chief Stoney Mathis

3. Approval of Police Department vehicle purchase in the amount of \$107,311

Councilman Pallend motioned to approve this consent agenda item. Councilman Heath provided the second.

Motion Carried 6-0

Fire Department

Interim Chief Cornelius Robinson

4. Approval of the Fire Department vehicle purchase in the amount of \$36,793.44

Councilman Pallend motioned to approve this consent agenda item. Councilman Heath provided the second.

Motion Carried 6-0

Community Development/Public Works

Lester Thompson

5. Approval of Task Order No. 2 with Moreland Altobelli for Professional Engineering Services in an amount not to exceed \$20,000

Councilman Pallend motioned to approve this consent agenda item. Councilman Heath provided the second.

Motion Carried 6-0

6. Approval of a Construction Agreement with CSX Transportation for the Downtown LCI Streetscape Project in the amount of \$168,300

Moved to December 10, 2018 Council Meeting or Thereafter

7. Approval of a contract award with H.E.H. Paving, Inc. for the East Broad Street Fire Station Parking Lot Resurfacing Project in the amount of \$43,515.98

Councilman Pallend motioned to approve this consent agenda item. Councilman Heath provided the second.

Motion Carried 6-0

Office of the Mayor

Mayor Elizabeth Carr-Hurst

8. Approval of a Resolution regarding Joint Water Withdrawal Permit application

City Attorney Randy Turner stated that the South Fulton Water Authority was founded in the early 2000s. He relayed that obtaining the permit for water has been difficult over the past decade. Nevertheless, the Environmental Protection Division (EPD) indicated that they are prepared to issue a joint water withdrawal permit.

Motion Carried 6-0

9. Council Comments: Councilmembers

Councilwoman Portis-Jones offered congratulations to Mayor Carr-Hurst on her well-deserved recognition. She stated that the state of Georgia received a lot of awards from the National League of Cities. She further explained that states around the country look to the work that the state of Georgia does through the Georgia Municipal Association.

Councilman Pallend extended congratulations to the Mayor.

Councilman Smallwood congratulated Mayor Carr-Hurst and wished everyone Happy Holidays. He also commended Department Heads for the great job they are doing.

Councilwoman Davis congratulated Mayor Carr-Hurst and gave her kudos on doing the job of the City Administrator. She also thanked Councilmembers for their

collaborations. Lastly, she expressed that she is proud to be a part of the Council and expressed her appreciation of the City.

Councilman Heath wished Happy Holidays to everyone and gave kudos to Mayor Carr-Hurst on her achievement. He mentioned that he visited Plant Vogtle on November 1st. He explained that the capacity of the plant could cover the power of over 2 million homes.

Mayor Pro-Tem Whitmore thanked Tom Ridgway for ftkxpi "Eqwpek"vq Plant Vogtle. He stated that he enjoyed the conference in Los Angeles because it offered him the opportunity to bring fresh ideas back to the City. He reminded everyone that the Christmas Tree Lighting will take place at 6:30 PM on December 1, 2018.

Mayor Carr-Hurst thanked Council and informed them that they are appreciated. She also thanked all Department Heads.

10. Executive Session*-(1) Litigation City Attorney

Mayor Pro-Tem Whitmore motioned to adjourn into Executive Session for one litigation item at 8:04 PM. Councilwoman Davis provided the second. **Motion Carried.** Mayor Pro-Tem Whitmore motioned to reconvene into Regular Session at 8:20 PM. Councilwoman Davis provided the second. **Motion Carried.**

11. Adjournment Councilmembers

Mayor Pro-Tem Whitmore motioned to adjourn the meeting at 8:20 PM. Councilman Smallwood provided the second. The meeting adjourned at 8:20 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: ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR POWER SUPPLY YEAR 2019

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

Submitted: 11/2/18

Work Session: 12/10/18

Council Meeting: 12/10/18

DEPARTMENT: Electric

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the designated election of the City's share of off-system energy sales margins as follows for calendar year 2018: 100% to the City's Flexible Operating Account, Short Term Portfolio.

HISTORY: As MEAG Power has excess generating capacity not needed by the participants, the energy is sold into the market and Fairburn receives a prorated share of the revenue.

FACTS AND ISSUES: By directing the revenues as recommended, the City will increase the funds available in the Flexible Operating Account-Short Term Portfolio, which can be used at the City's discretion for system improvements to defray the cost of the Plant Vogtle expansion as those costs come online.

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Election for Off-System Sales Margins for Power Supply Year 2019.


Elizabeth Carr-Hurst, Mayor

City of Fairburn

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2019

Please choose between option 1 OR 2 below regarding the distribution of your off-system energy sales margins.

- ☒ 1. Please deposit my entitled portion of the off-system energy sales margins into the Municipal Competitive Trust as follows:

Flexible Operating Account, Short Term Portfolio	% of funds	<u>100%</u>
Flexible Operating Account, Intermediate Term Portfolio	% of funds	_____
*Flexible Operating Account, Intermediate Extended Maturity Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Short Term Portfolio	% of funds	_____
New Generation and Capacity Funding Account, Intermediate Term Portfolio	% of funds	_____
*New Generation and Capacity Funding Account, Intermediate Extended Maturity Portfolio	% of funds	_____
Total percent of funds		100%

OR

- ☐ 2. Please credit my monthly MEAG Power bill with my entitled portion of each month's off-system energy sales margins.

- ☐ If you would like the choice you made above to be permanent, until you notify us in writing otherwise, please check this box. This permanent selection will apply only to your energy sales margin election.

*** By authorizing the transfer into the new Intermediate Extended Maturity Portfolio, the undersigned acknowledges the following potential liquidity restrictions:**

Under normal circumstances there will be no restrictions on investment purchases into or sales of shares from the Intermediate Extended Maturity Portfolio. On the occurrence of an event that has a material impact on liquidity or operations of the Intermediate Extended Maturity Portfolio, as determined by MEAG Power in its role as the Investment Advisor for the Municipal Competitive Trust, MEAG Staff may limit purchases into or sales from the Intermediate Extended Portfolio for a period not to exceed 120 days. Restrictions on investments or sales beyond 120 days would require authorization from the MEAG Board. Such restrictions shall be immediately disclosed to all beneficiaries investing in the Intermediate Extended Maturity Portfolio of the Municipal Competitive Trust as well as the Trustee of the Municipal Competitive Trust (US Bank or its successor).

City of Fairburn

ELECTION FOR OFF-SYSTEM ENERGY SALES MARGINS FOR THE POWER SUPPLY YEAR 2019

By: _____
The Honorable Elizabeth Carr-Hurst Date
Mayor of Fairburn

By: _____
Tom Ridgway Date
Utilities Director

Please return this election form by December 14, 2018 to:

MEAG Power
c/o Cindy Carter
1470 Riveredge Parkway NW
Atlanta, GA 30328
ccarter@meagpower.org
Phone: 770-563-0526



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: Long Term Care (LTC) Insurance Contract with UNUM Life Insurance Company

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

Submitted: 11/27/2018

Work Session: 12/10/2018

Council Meeting: 12/10/2018

DEPARTMENT: Human Resources

BUDGET IMPACT: A premium decrease and savings in City-paid benefit of \$30,847.20.
Budget Code 100-0000-11-3810 Prepaid Life Insurance.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to consider the cancellation of Unum's Long-Term Care (LTC) Prepaid Life Insurance group policy.

HISTORY: There has never been a claim filed against this policy since its inception on 4/1/2007. The lack of participation does not justify maintaining this plan.

RECOMMENDATION: Based on the history, it is recommended that the City terminate this group policy. There is a portability provision included in the plan that allows employees to keep their current coverage on an individual basis. Details will be provided to the employees regarding this provision, prior to the policy's termination. Unum requires 45 days advanced notice of policy termination, so the effective date for this request will be no earlier than February 1, 2019.

RECOMMENDED ACTION: For Mayor and Council to approve the cancellation of the City of Fairburn's Long-Term Care (LTC) group policy with Unum Life Insurance Company.


Elizabeth Carr-Hurst, Mayor



APPLICATION FOR GROUP INSURANCE

Underwritten by: Unum Life Insurance Company of America
2211 Congress Street, Portland, Maine 04122

Name of Applicant City of Fairburn
Address: 56 Malone Street
Fairburn GA 30213
(City) (State) (Zip)

applies to the Unum Life Insurance Company of America, for:

☐ Group Life Benefits

☐ Group Accidental Death and
Dismemberment Benefits

☐ Group Short Term Disability Benefits

☐ Group Long Term Disability Benefits

☒ Group Long Term Care Benefits

Is there any group life insurance plan in force or being applied for on some or all employees? ☐ Yes ☒ No
If yes, complete the following or list the prior carriers:

Employee Class	Maximum Amounts	Name of Carrier	Effective Dates	Termination Dates

If the Insurance Company approves this application, a policy will be issued. The applicant agrees that acceptance of the policy will be an approval of the policy terms. The policy specifications will be made a part of the policy along with a copy of this form.

Dated at 2/21/07 Fairburn, GA City of Fairburn
(Applicant)

on 2/21/07 By: (Signature) M. Fairburn
(Signature and Title)

Producer Name: John Banks Producer Signature: (Signature)
(Please Print)

SS# / Tax ID#: _____ State ID #: _____ Policy Effective Date: 4-1-07

PRODUCER INFORMATION: For commission purposes, please list the brokers/agents for this application. Use full names, including complete business names. To ensure proper payment of commissions, include each producer's tax identification number (social security number or corporate tax id) and state identification number where applicable. If more than one producer, please be sure to specify the split %. For corporate producers, please specify the signing representative's name and ID #'s.

PLEASE PRINT ALL INFORMATION CLEARLY

Producer Name (Please print full name)	SS# / Tax ID#	State ID# (where applicable)	Split % age (Must total 100%)	Unum Producer # (if known)
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____



INFORCE CASE CHANGE REQUEST FORM
Voluntary Benefits

This form is to be used for case changes that require Underwriting approval.

GENERAL INFORMATION (All information in this section is required.)

Case Name (as shown in Case Tracker):

City of Fairburn

Group Number/Client ID:

TS20298

Field Office Location:

Atlanta F.O.

Completed by:

Please check the appropriate boxes and complete the corresponding sections:

☐ Case Name change/new division/change in eligibility/change in min #hours - complete Section 1

☒ Change in Broker of Record / Change in Field office - complete Section 2

☐ Change in enrollment strategy - complete Section 3

☒ Adding / changing product(s) - complete Section 4 and Section 5

☐ Other: Please specify _____

If you are unsure of all of the necessary information to complete for the requested change, please verify with your Underwriting Specialist in order to expedite the appropriate changes.

SECTION 1 - EMPLOYER INFORMATION

Is the case name changing from what is listed in the General Information section?

☐ No ☐ Yes Legal Name of Employer: _____

Is there a new location?

☐ No ☐ Yes New location (s): _____

How many eligible employees at this location? _____

Does this location have Inforce coverage?

☐ No ☐ Yes If yes, please complete Section 4 with information pertaining to the new location.

Note: If changes to Group Critical Illness - proceed to the appropriate product page to address changes; if VB, please proceed in answering the questions below.

Is there a change request for employee eligibility requirement?

☐ No ☐ Yes ☐ 3 months ☐ 6 months ☐ 1 year ☐ Other / Explanation: _____

Note: 30 days or more unless specified by industry. Less than 30 days will be considered only if matching core benefits.

Is the eligibility change request to match core benefits?

☐ No ☐ Yes

Is there a change request in minimum # hours per week?

☐ No ☐ Yes Minimum # hours requested: _____

Explanation for change request: _____

SECTION 2 - BROKER INFORMATION

The following must be done prior to submitting this form:

☐ Original Broker of Record Letter is attached.

Is there a field office change? ☒ No ☐ Yes New field office: _____

☐ Market Manager approval has been granted.

New Sales Rep _____

New Account Specialist _____

Original Broker name:

Johnny Banks

New Broker name:

TRACED LARKIN FARM / Mid South Planning

New Broker Tax ID:

58-1893559

Explanation for change request:

Bought Book of Business

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

Signature Page for INFORCE CASE CHANGE REQUEST FORM - Voluntary Benefits

On behalf of City of Fairbairn, I approve the offer requested on this form and understand that these specifications are only available through the broker listed herein. I understand that a formal offer letter will be generated and sent to me, providing a brief summary of Unum's coverages and underwriting rules, and to serve as verification of the offer approved by Unum's Voluntary Benefits Underwriter. The letter will outline eligibility requirements; employer and broker obligations; enrollment and payroll deduction processes; offer expiration, review, and acceptance processes.

The acceptance of this proposed plan is subject to underwriting approval. If the final plan design includes alterations from this request, a new signature from the employer may be required.

DISCLOSURE REMINDER REGARDING BROKER COMPENSATION

Your insurance or benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the important role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Benefit advisors who are responsible for benefit communication and enrollment activities may be eligible for an advance on first year compensation. This advance is made available to help offset the up front expense incurred during the benefit communication and enrollment process. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of advisor compensation so that customers can make an informed buying decision.

If you would like additional information about the range of compensation programs our company offers, you can find more details at www.unum.com. Unum provides employers with the premium and commission information needed to complete Schedule A on Form 5500 for group insurance as may be required under ERISA. Similar information will be provided for other insurance policies, upon request. To request this information or if you want to speak to us directly about advisor compensation, please call Broker Compensation Services at 1-800-833-7491.

John G. Garbano
(Signature of company representative)

City Administrator
Position and Title (type or print clearly)

July 19, 2011
Date

This policy, riders, or provisions may vary or be unavailable in some states. Policies have exclusions and limitations which may affect any benefits payable. See the actual policy or contact your Unum representative for complete details on provisions and availability. Specified Critical Illness Insurance, Specified Disease Insurance for Critical Illnesses, Cancer Assistance Insurance and MedSupport are limited policies.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: SCHEDULE OF FEES – CERTIFICATION OF DOCUMENTS AND ACCIDENT REPORT FEE

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

Submitted: 11/29/18

Work Session: 12/10/18

Council Meeting: 12/10/18

DEPARTMENT: City Clerk

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: Staff is requesting to add a certification of documents fee and an accident report fee to Fairburn's Schedule of Fees pursuant to state law. The proposed certification fee is \$5.00 and the proposed accident report fee is \$5.00.

HISTORY: There are currently no fees being charged for certification of documents and accident reports through open records requests aside from \$0.10 per page which is in accordance with state law. Since August 2018, there have been 7 open records requests for certification of documents and 39 open records requests for accident reports.

FACTS AND ISSUES: Georgia statute O.C.G.A. § 50-18-71(c)(1) allows local jurisdictions to impose a reasonable charge for the production of records pursuant to the Georgia Open Records Act. Where fees for certified copies are specifically authorized, such specific fee shall apply when certified copies or other records to which a specific fee may apply are sought.

RECOMMENDED ACTION: For the Mayor and Council to approve adding the certification of documents and accident report fee, both in the amount of \$5.00, to the City's Schedule of Fees.


Elizabeth Carr-Hurst, Mayor

**CERTIFICATION AND ACCIDENT REPORT FEES OF
SURROUNDING MUNICIPALITIES**

City	Certification Fee	Accident Report Fee
Union City	no charge	\$5
College Park	\$10	\$10
East Point	\$5	\$5
Palmetto	\$5	\$5
Tyrone	no charge	\$0 if requester is involved; \$5 for any other requester
Chattahoochee Hills	no charge	\$5

Open Records Act

TITLE 50. STATE GOVERNMENT CHAPTER 18. STATE PRINTING AND DOCUMENTS ARTICLE 4. INSPECTION OF PUBLIC RECORDS

§ 50-18-70. Legislative intent; definitions

(a) The General Assembly finds and declares that the strong public policy of this state is in favor of open government; that open government is essential to a free, open, and democratic society; and that public access to public records should be encouraged to foster confidence in government and so that the public can evaluate the expenditure of public funds and the efficient and proper functioning of its institutions. The General Assembly further finds and declares that there is a strong presumption that public records should be made available for public inspection without delay. This article shall be broadly construed to allow the inspection of governmental records. The exceptions set forth in this article, together with any other exception located elsewhere in the Code, shall be interpreted narrowly to exclude only those portions of records addressed by such exception.

(b) As used in this article, the term:

(1) "Agency" shall have the same meaning as in Code Section 50-14-1 and shall additionally include any association, corporation, or other similar organization that has a membership or ownership body composed primarily of counties, municipal corporations, or school districts of this state, their officers, or any combination thereof and derives more than 33 1/3 percent of its general operating budget from payments from such political subdivisions.

(2) "Public record" means all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.

§ 50-18-71. Right of access; timing; fees; denial of requests; impact of electronic records

(a) All public records shall be open for personal inspection and copying, except those which by order of a court of this state or by law are specifically exempted from disclosure. Records shall be maintained by agencies to the extent and in the manner required by Article 5 of this chapter.

(b) (1) (A) Agencies shall produce for inspection all records responsive to a request within a reasonable amount of time not to exceed three business days of receipt of a request; provided, however, that nothing in this chapter shall require agencies to produce records in response to a request if such records did not exist at the time of the request. In those instances where some, but not all, records are available within three business days, an agency shall make available within that period those records that can be located and produced. In any instance where records are unavailable within three business days of

receipt of the request, and responsive records exist, the agency shall, within such time period, provide the requester with a description of such records and a timeline for when the records will be available for inspection or copying and provide the responsive records or access thereto as soon as practicable.

(B) A request made pursuant to this article may be made to the custodian of a public record orally or in writing. An agency may, but shall not be obligated to, require that all written requests be made upon the responder's choice of one of the following: the agency's director, chairperson, or chief executive officer, however denominated; the senior official at any satellite office of an agency; a clerk specifically designated by an agency as the custodian of agency records; or a duly designated open records officer of an agency; provided, however, that the absence or unavailability of the designated agency officer or employee shall not be permitted to delay the agency's response. At the time of inspection, any person may make photographic copies or other electronic reproductions of the records using suitable portable devices brought to the place of inspection. Notwithstanding any other provision of this chapter, an agency may, in its discretion, provide copies of a record in lieu of providing access to the record when portions of the record contain confidential information that must be redacted.

(2) Any agency that designates one or more open records officers upon whom requests for inspection or copying of records may be delivered shall make such designation in writing and shall immediately provide notice to any person upon request, orally or in writing, of those open records officers. If the agency has elected to designate an open records officer, the agency shall so notify the legal organ of the county in which the agency's principal offices reside and, if the agency has a website, shall also prominently display such designation on the agency's website. In the event an agency requires that requests be made upon the individuals identified in subparagraph (B) of paragraph (1) of this subsection, the three-day period for response to a written request shall not begin to run until the request is made in writing upon such individuals. An agency shall permit receipt of written requests by e-mail or facsimile transmission in addition to any other methods of transmission approved by the agency, provided such agency uses e-mail or facsimile in the normal course of its business.

(3) The enforcement provisions of Code Sections 50-18-73 and 50-18-74 shall be available only to enforce compliance and punish noncompliance when a written request is made consistent with this subsection and shall not be available when such request is made orally.

(c) (1) An agency may impose a reasonable charge for the search, retrieval, redaction, and production or copying costs for the production of records pursuant to this article. An agency shall utilize the most economical means reasonably calculated to identify and produce responsive, nonexcluded documents. Where fees for certified copies or other copies or records are specifically authorized or otherwise prescribed by law, such specific fee shall apply when certified copies or other records to which a specific fee may apply are sought. In all other instances, the charge for the search, retrieval, or redaction of records shall not exceed the prorated hourly salary of the lowest paid full-time employee who, in the reasonable discretion of the custodian of the records, has the necessary skill and training to perform the request; provided, however, that no charge shall be made for the first quarter hour.

(2) In addition to a charge for the search, retrieval, or redaction of records, an agency may charge a fee for the copying of records or data, not to exceed 10 cent(s) per page for letter or legal size documents or, in the case of other documents, the actual cost of producing the copy. In the case of electronic records, the agency may charge the actual cost of the media on which the records or data are produced.

(3) Whenever any person has requested to inspect or copy a public record and does not pay the cost



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Police Department – Electronic Warrant (E-Warrant) System

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

Submitted: 11/29/2018

Work Session: 12/10/2018

Council Meeting: 12/10/2018

DEPARTMENT: Police

BUDGET IMPACT: \$4,700 from line item #100-3200-54-2500

PUBLIC HEARING? () Yes (X) No

PURPOSE: The Police Department is requesting approval for the purchase of an electronic warrant system compatible with the one currently operating at the Fulton County Jail.

HISTORY: Currently, when an officer requires an arrest or search warrant the officer must either drive to the Fairburn Municipal Court Judge or drive to the Fulton County Jail to obtain the warrant using the jail's E-Warrant system. The E-Warrant system will allow officers to video chat with a Judge inside the Fairburn Police Department and print a signed warrant without leaving the building.

FACTS AND ISSUES: To be compatible with the jail system, we must purchase through Palatine Technology Group, which is the jail's provider. This purchase is a sole-source.

The initial startup cost is \$4,700 with an annual renewal charge of \$1,295. The annual \$1,295 will be shared between Fairburn PD, Palmetto PD, and Chattahoochee Hills PD as a partnership.

RECOMMENDED ACTION: For Mayor and Council to approve the purchase of the E-Warrant system.


Elizabeth Carr-Hurst, Mayor



PRICE QUOTE

Date	Estimate #
11/29/2018	1899

Name / Address

Fairburn Police Department
191 W. Broad Street
Fairburn, GA 30213

Item	Description	Qty	Cost	Total
PTG-EWI-LawEKIT100	Law Enforcement Package, Includes Software License, First year support, Video conferencing and Signature software and Hardware Recurring Fee: 1295.00 per year Optional half day training \$500.00		4,700.00	4,700.00
			Total	\$4,700.00

Remit Payments or Contracts to:
P.O Box 6425
Woodland Hills, CA, 91365



Electronic Collaboration for Today's Law Enforcement and Courts

Electronic Warrant Interchange

A new approach for solving old problems

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Palatine Technology Group Inc., 6355 Topanga Canyon Blvd, Suite 205, Woodland Hills, CA, 91367

800-610-7897, www.palasy.com

Introduction

Information technology has been transforming our day-to-day lives in every imaginable aspect for the last 20 years. From shipping packages to banking, shopping or even medical procedures, they are all accomplished by the click of a mouse. Consequently, this has contributed to the highest rate of efficiency and productivity in human history! Because of technological advancements, people can get more done in less time with a higher degree of accuracy and accomplishment. The direct impact is cost saving, time saving and quality improvement across all industries including manufacturing, distribution and service oriented entities. Factories can build proof of concept prototypes in cyberspace vs. assembly line. Government agencies are following the technology advancement path but, given the nature of their business, the process of discovery is rather slow and time consuming. PATATINE TECHNOLOGIES INC. has streamlined that discovery and offers an Electronic Warrant Interchange that interfaces County and/or State Departments tasked with the responsibility of apprehending evidence and/or the suspects of crimes.

Problem Statement

A major challenge that every law enforcement and court system in the country is facing is the constant increase in caseload accompanied by diminishing resources to accomplish their day-to-day tasks. In today's economy, there is a measurable cost associated with every activity that is performed by a Police Officer or a Judge. One prime example of wasteful practice in the Magistrate/State Courts and Police Departments shows in the process of issuing warrants. The current process for arrest warrants, with minor variations at most jurisdictions is as follows:

- **Officers:**
 - Make an arrest
 - Take the inmate to a temporary holding cell
 - Travel to Courthouse or Justice Center (cost of operating a patrol car is approximately \$80 to \$200 per hour)
 - Fill out the paper work (in some jurisdictions 3 to 5 templates/forms for each defendant)
- **Court Clerk enters the warrant information into a system**
- **Officer:**
 - Wait for a Judge and presents the case
 - Go back to holding cell and pick up the suspect
 - Book the suspect at the jail

If the suspect is not already in custody, the detective in charge has to go through the same steps with the exception of having to deliver subject to jail.

This process can take anywhere from 2 to 4 hours impacted by other factors such as the Precinct distance from Courthouse, time of the day or traffic congestion.

The current process for generating search warrants is just as time consuming and costly. For example, to obtain a search warrant in an ongoing drug bust, the Police Department has to secure the physical premises and send an Officer to the Courthouse to obtain a search warrant from a Judge. Upon issuance of the search warrant, the Officer returns to the site and serves the warrant in order to enter the premise. This process is time consuming and costly, especially in metropolitan areas. In addition, the time lapse presents many windows of opportunity for criminals.

Cost Analysis

The following example is a case study for the cost of issuing a traditional paper warrant that takes a minimum of 2 hours to complete:

Officer's time	2 hours	\$ 35.00 per hour	\$ 70
Patrol car	2 hours	\$ 80.00 per hour	\$ 160
Judge's time	15 minutes	\$ 50.00	\$ 50
Clerk's time	15 minutes	\$ 5.00	\$ 5

Total cost of single traditional Warrant: \$ 285

This is a conservative scenario, and the cost can considerably increase if any of the variables above take longer than stated.

In an average size county, there are approximately 1000 warrants issued per month

Cost of warrants to a County per month	\$285,000
Annual cost of issuing Warrants	\$3,420,000

Using the EWI system to generate warrants saves money, time and efficiency as shown in the following example:

Officer's time	10 Minutes	\$ 6.00
Judge's time	10 minutes	\$33.00
<hr/>		
Total Cost of single EWI warrant		\$39.00
Cost of EWI per 1000 warrants		\$39,000
Cost of Initial \$75,000 investment amortized over 36 months		\$2,080
<hr/>		
Total Monthly cost of EWI system		\$41,080
Annual Cost of Traditional Paper Warrant		\$ 3,000,000
Annual Cost of EWI Warrant		\$ 492,960
Total Saving per year using Palatine's EWI system		\$ 2,507,040

About the Palatine Solution

Palatine has been in the forefront of electronic collaboration systems for the Judicial Department and Law Enforcement since 1997. Our core offering of Electronic Warrant Interchange (EWI) has been in use by over seventy (70) agencies since 1998 and continues to be the best time and cost saving solution for obtaining arrest, search and blood warrants. EWI is a patented process that integrates with the most popular off-the-shelf databases (CMS and RMS) and video conferencing systems. Utilizing the latest in video conferencing technology, EWI allows the Law Enforcement Officers to communicate with the Judge without leaving their precinct; eliminating travel time by both parties. By entering the pertinent information into the EWI database, the information can be viewed by both the Officer and the Prosecutor assuring a valid warrant is being produced. All information is then stored into the database and can be searched at a later time. A Supervisor or Assistant DA has the option of approving a warrant and authorizing the Officer to appear in front of a Judge to sign and issue the warrant. An Original and legally validated copies of the warrant can be printed by Law Enforcement or the Court and delivered to the Suspect.

By utilizing EWI, an Officer can generate an arrest, search or blood warrant within minutes, thus eliminating the cost of travel, paper flow and court constraints.

The new EWI mobile platform allows Law Enforcement, Court and Prosecutors to communicate via a secure web connection and approve a warrant from anywhere using fast mobile internet access.

EWI Process

EWI is a permission-based interface. Each user will be assigned a login ID by which he/she can access the system. Based on the organization's policy, a login can be the equivalent to someone's department ID or badge number. Once logged in, the system will authenticate the user through the system security. The process begins with case creation.

Case Creation

A case is created by assigning a number to it; this number is typically obtained from dispatch (911). After this step, the case is created and time/date stamped. All subsequent changes will also be dated and recorded in the database.

People Entry

Next step in the process is the entering of information for all parties involved such as the accused, victim(s), and witnesses. The system is designed to handle and store an unlimited number of individuals under each category. Information such as criminal background, flight risk, and mental status would be entered at this time. Officer has the option to attach an electronic picture to all names individuals. These pictures will be positioned appropriately next to the named individual on all printed warrants/documents.

Offense Entry

EWI contains the state criminal code in the database allowing Prosecutors/Officers to simply enter the offense keyword and offense name in order to populate the warrant with the appropriate probable cause. For manual entries, the user can utilize a built-in spell check to ensure all words are spelled correctly in the document.

Video Conferencing

EWI stations are equipped with IP video conferencing cameras, conferencing software and signature pads. The officials on the case are able to establish a secure encrypted video link and discuss the case with all required parties from any location via internet. They can also obtain required signatures and produce a legally binding document. The connectivity requirements for these equipments are as low as a 96K bandwidth unlike the traditional video system with a 768K bandwidth requirement.

When using Palatine's EWI system, the conversation between all parties discussing the case and issuance of a warrant is recorded and stored within EWI. This allows the recording to later be used as evidence in a trial if a warrant's validity is questioned.

Signing Documents

After entering required data in the system, Prosecutors and Judges will be able to review and sign all necessary documents, including warrant and warrant application. In some jurisdictions, the DA office has to obtain a copy of the application and also sign off on application before forwarding it to Judge. This functional phase can also be accomplished using EWI by verifying the DA signature before allowing the Officer to proceed to next step. All signature data is entered into the database in binary format and can only be retrieved by EWI software (no digital image kept). Once documents are signed, the document is at its final permanent state.

Printing Documents

The next step in the process is printing the necessary documents for the case. Officials in the case will be able to print all required forms in their respective locations. Additionally, the Office of Clerk of the Court will be able to access and print forms either in original or copy format. All copy documents contain a COPY watermark and ORIGINAL printing is password protected.

Tracking Module

The tracking module will allow case officials to track the progress of their cases. Also mug shot pictures and criminal background information may be added to the system after warrant creation. In a typical EWI system scenario, a remote print module is placed in the Clerk of Court office and an original or watermarked copy of warrant is placed in a password protected print queue and may be released as frequently needed by clerks.

Database Connectivity

EWI system is an open database connectivity design based on Microsoft SQL database. All information generated in this system can be exported to another database application or even spreadsheets to be used by other Agencies or Departments.

Additional Considerations & Comparison Study

There are several RMS (Records Management System) that offer arrest and search warrant packages. These are typically on-line forms that assist in the collection of data to allow for research and retrieval of warrants. EWI is not a warrant package inside a RMS (records management system). It is a complete arrest and search warrant process management system that works in conjunction with a collaborative video conferencing module. EWI can cut costs dramatically, improve efficiency in the warrant office for Courts and Law Enforcement, improve community security and allow for more cases to be handled. It is so dependable and robust that the majority of metro Atlanta's counties have chosen the EWI System as their primary warrant issuance tool for Magistrate and State Courts making those Courts available to Law Enforcement Officers around the clock. EWI uses Microsoft SQL database that can be rapidly integrated with other court management (CMS) and records management systems (RMS).

Palatine Technology Group is the sole source for the patented EWI system process.

While EWI could never match the value of adding additional police force, it is our belief that it will help keep your Police Officers focused on their "primary activities to save lives".

Implementation

Implementation of EWI generally takes approximately 30 to 180 days depending on the complexity of the environment such as integration requirements with other legacy systems of the Court or Law Enforcement Agencies.

Hardware and software requirement

EWI does not require any proprietary hardware and software. The following is a brief specification list for the hardware needed in a typical successful EWI implementation.

Minimum Hardware specifications for law enforcement and judge's computer (Desktop):

Pentium IV or better with minimum 2 GHZ processor or better
Minimum of 100 GB hard drive
2 GB of RAM
Anti-Virus Software
3 USB II high speed ports
8 MP USB Webcam
Windows 7 or Windows 8 operating system

Minimum requirement For Mobile and SWAT units

Intel Pentium dual core with minimum of 2 GHZ processor or better
Minimum of 100 GB hard drive
4 GB of RAM
8 MP built in Webcam or USB Camera
Anti-Virus Software
Network Card, 4G WIFI
4 USB II high speed ports
Windows 7 or windows 8 operating system

Windows Tablets

Intel® Core™ i3, i5 or better Processor
TPM Chip for enterprise security
Wireless: Wi-Fi (802.11a/b/g/n) with external access point

Windows 7 or windows 8, or 8.1 operating system

Printer

LaserJet printer with the following specification:
PCL5 or PCL 6 compatible
16 MB of RAM
WIFI/100 MB Ethernet/USB interface
Built in Duplex Module



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF A CONSTRUCTION AGREEMENT WITH CSX
TRANSPORTATION FOR THE DOWNTOWN LCI STREETScape PROJECT**

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

Submitted: 11/15/2018 Work Session: 12/10/2018 Council Meeting: 12/10/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Construction Agreement is \$168,300. It will come out of the LCI Implementation Grant Account (250-4203-54-1403) and it is not budgeted.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Construction Agreement with CSX Transportation, Inc (CSXT) for the Downtown Livable Centers Initiative (LCI) Streetscape Project (SR14; CS 4130.W Campbellton Road & CS 4050/Smith Street-LCI) for an amount of \$168,300.

HISTORY: The project includes streetscape enhancements along US 29 from Malone Street to approximately 175 feet north of Strickland Street. Improvements include a 10ft wide vegetated median, removal of southbound right turn lane onto Campbellton Road, expansion of pedestrian facilities along the westbound side of US 29 and signal upgrades at Smith Street, Campbellton Road, and Dodd Street. Pedestrian improvements along the west of US 29 include new granite header curb, brick paver sidewalks, street trees, raised planter beds, and new pedestrian street lighting. The east side of US 29 will include 5ft wide brick paver sidewalks, a 4ft wide grass buffer strip, new street lighting, and landscaping. The improvements within the CSX right-of-way include the rehabilitation of the former Smith Street underpass into a pedestrian walkway and plaza space. This will include a brick staircase, ADA ramp, and aesthetic improvements to the underpass. Brick pavers, a protective overhead canopy, streetscaping, and retaining walls will also be installed.

The intent of these improvements is to improve access to MARTA and downtown for students and residents of the south side of Fairburn.

FACTS AND ISSUES: The project is currently in the right of way phase. We are unable to close on the final parcel (Parcel 3/CSX) and no work may be performed within the CSXT right-of-way until the construction agreement has been approved and advance payment (\$168,300) has been received by CSXT. Upon completion of the right-of-way acquisition, the construction plans can be finalized, and the project can be put out to bid. The current management let date is February 22nd, 2019.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve the Construction Agreement with CSX Transportation, Inc. for the Downtown LCI Streetscape Project.


Elizabeth Carr-Hurst, Mayor

Mr. Nathan Aarons
City of Fairburn
2310 Parklake Drive NE, Suite 400
Atlanta, GA 30345-2915

Arcadis U.S., Inc.
1650 Prudential Drive
DuPont Center
Suite 400
Jacksonville
Florida 32207
Tel 904 721 2991
Fax 904 861 2453
www.arcadis.com
PUBLIC PROJECTS

Subject:

Preliminary Plan Review for CSXT OP No. GA0702 – New Sidewalk at Smith Street and CSXT Undergrade Bridge at RRMP XXB-18.94, Atlanta Zone, AWP W of A Subdivision, DOT# 050388A, Fairburn, Fulton County, GA; GDOT PI No. 0012636

Documents Reviewed:

SR14; CS 4130.W Campbellton Road & CS 4050/Smith Street-LCI P.I. Number: 0012636 Federal Rout US29 State Route 14 City of Fairburn, Fulton County, Georgia (147 Sheets) / Revised Retaining Wall Calculations (10 pages), received electronically on September 20, 2018.

Date:
October 11, 2018

Contact:
Matt Meyer

Phone:
904-861-2875

Email:
Matt.Meyer@arcadis.com

Our Ref:
CXPP1679.PE00

Dear Mr. Aarons:

Arcadis has completed a review of the above submittal materials to determine the project's compliance with CSXT requirements and impact to railroad operations. We offer the below request and information to assist in your coordination with CSXT.

No work may be performed within CSXT right-of-way until the below items have been completed, received, and performed.

- CSXT has been authorized in writing to support construction activities,
- CSXT participates in a preconstruction meeting,
- Contractor insurance is approved by CSXT,
- A detailed construction schedule received by CSXT, along with receipt of regular updates,
- Contractor construction methodologies and submittals have been approved by CSXT, and
- Railroad flagging protection has been scheduled and arranged.

Please provide contract plans prior to the preconstruction conference. Send advance notice of a preconstruction conference to Randy.Koonce@arcadis.com and Harold.Carter@arcadis.com.

City of Fairburn
October 11, 2018
GA0702

Sincerely,
Arcadis U.S., Inc.

Matt Meyer

Matt Meyer
Project Manager

Copies:
Scott Willis, Project Manager II - Public Projects

Enclosures:
Draft Construction Agreement with Estimate

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is made as of _____, 20____, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and City of Fairburn, a body corporate and political subdivision of the State of Georgia ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, Project: **New Sidewalk, Overhead Pedestrian Protective Canopy, Streetscaping, and New Retaining Walls at Smith Street and CSXT Undergrade Bridge in Fairburn, Fulton County, GA located at Railroad Milepost XXB-18.94, DOT Crossing No. 050388A, Atlanta Zone, AWP W of A Sub-Division,** (the "Project").
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

- 1.1 **Preparation and Approval.** Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.
- 1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.
2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

 - 2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.
 - 2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.
 - 2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **18 months from the date of fully executed Construction Agreement**, unless the parties mutually agree to extend such date.
3. Special Provisions Agency shall observe and abide by, and shall require its contractors ("Contractors") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.
4. Cost of Project and Reimbursement Procedures
 - 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket

expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule
- 4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.
- 4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- 4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.
5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.
6. Easements and Licenses
- 6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.
- 6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.
- 6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

- 8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.
9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.
10. Ownership and Maintenance
- 10.1 By Agency. Agency shall own and, without cost to CSXT, shall maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the railroad bridge structure (excluding only those components which CSXT owns and has agreed to maintain, repair and replace pursuant to this Section), the highway underpass structure, the roadway surfacing, the roadway slopes, the retaining walls, the roadway drainage facilities, sidewalks and lighting. In the event that Agency fails to properly maintain such structures and improvements, and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so.
- 10.2 By CSXT. CSXT shall own and, at its sole cost and expense, maintain, repair, replace and renew its tracks, ballast and approach embankments, and railroad signal and communication systems, and CSXT shall be permitted to install, maintain, repair and replace other utilities, facilities and cable, or cause same to be done, as CSXT authorizes from time to time on or within the railroad bridge structure.
- 10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may effectuate any improvements to that portion of the Project on which CSXT operates its rail line, without securing the prior approval of the Agency so long as such improvements will not have a negative impact on highway traffic using the highway underpass.

11. Indemnification

- 11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.
- 11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and

CSXT OP# GA0702

supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:

CSX Transportation, Inc.
500 Water Street J-301
Jacksonville, FL 32202
Attention: Director Project Management – Public Projects

If to Agency:

Attention: _____

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Georgia**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on October 11, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

City of Fairburn, Georgia

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Tony C. Bellamy
Director Project Management – Public Projects

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Install brick pavers, protective overhead canopy, streetscaping, and retaining walls within CSXT right-of-way according to the approved final plans.

B. CSXT shall perform or cause to be performed:

1. Changes in communication and signal lines.
2. Flagging services and other protective services and devices as may be necessary.
3. Construction engineering and inspection to protect the interests of CSXT.
4. Excess Soil Support Services as described in the Soil and Water Management Policy found in CSXT's Public Project Manual dated July 2017.
5. Accounting and Administrative Services related to the foregoing.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

- SR14; CS 4130.W Campbellton Road & CS 4050/Smith Street-LCI P.I. Number: 0012636 Federal Rout US29 State Route 14 City of Fairburn, Fulton County, Georgia (147 Sheets) / Revised Retaining Wall Calculations (10 pages), received electronically on September 20, 2018.

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency, as amended from time to time.

“Agency” shall mean the **City of Fairburn, Georgia**

“Agency Representative” shall mean the authorized representative of **City of Fairburn, Georgia**.

“Contractor” shall have the meaning ascribed to such term by the Agreement.

“Work” shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.
- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT’s property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
- B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
- C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
- B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

- A. General
 - 1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
 - 2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
 - 3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.
- B. Blasting

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1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.
 - e. Agency and Contractor shall not store explosives on CSXT property.
2. CSXT Representative will:
 - a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
 - b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.
- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

New Sidewalk at Smith St and CSXT UGBR]
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Atlanta Division, AWP W of A Sub-Division

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XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE
ATTACHED

ESTIMATE SUBJECT TO REVISION AFTER: 4/9/2019 DOT NO.: 050388A
 CITY: Fairburn COUNTY: Fulton STATE: GA
 DESCRIPTION: Estimate for construction engineering and inspection and flagging services in support of a new pedestrian pathway and overhead protective canopy within CSXT right-of-way. Buy America Requirements Apply
 REGION: Atlanta SUB-DIV: AWP W of A MILE POST: XXB-18.94
 AGENCY PROJECT NUMBER: PI# 0012636

PRELIMINARY ENGINEERING:

212	Contracted & Administrative Engineering Services		\$	-
	Subtotal		\$	-

CONSTRUCTION ENGINEERING/INSPECTION:

	Contracted & Administrative Engineering Services (CSXT Admin)		\$	2,000
212	Contracted & Administrative Engineering Services (Arcadis)		\$	34,000
	Subtotal		\$	36,000

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)				
50	Labor (Foreman/Inspector)	90	Days @	\$ 534.23	\$ 48,081
70	Additive (Transportation Department)				\$ -
50	Additive 129.30% (Engineering Department)				\$ 62,169
230	Expenses (Engineering Department)	90	Days @	\$ 75.00	\$ 6,750
230	Expenses (Transportation Department)				
	Subtotal				\$ 117,000

SIGNAL & COMMUNICATIONS WORK:

\$	-
----	---

TRACK WORK:

\$	-
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PROJECT SUBTOTAL:

\$	153,000
----	---------

900	CONTINGENCIES:	10.00%
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\$	15,300
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PROJECT TOTAL:

*****	\$	168,300
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CURRENT AUTHORIZED BUDGET:

*****	\$	-
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TOTAL SUPPLEMENT REQUESTED:

*****	\$	168,300
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DIVISION OF COST:

Agency	100.00%	\$	168,300
Railroad	0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: M. Meyer, Arcadis

DATE: 10/11/18 REVISED:

Approved by:

DATE:

CSXT Public Project Group

New Sidewalk at Smith St and CSXT UGBR]
Fairburn, Fulton Co., Georgia
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Atlanta Division, AWP W of A Sub-Division

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
The address should be listed as:

CSX Transportation, Inc.
500 Water Street - C907
Jacksonville, FL 32202

- c. Name and Address of Contractor and Agency must appear on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description.
 - e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.
 - f. Authorized endorsements may include:
 - (i). Broad Form Nuclear Exclusion - IL 00 21
 - (ii) 30-day Advance Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - g. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) A Punitive or Exemplary Damages Exclusion
 - (iii) A "Common Policy Conditions" Endorsement
 - (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
 - (v) Policies that contain any type of deductible
5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.
7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Mr. Randy Koonce, Arcadis at Randy.Koonce@arcadis-us.com.

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

New Sidewalk at Smith St and CSXT UGBR]
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Atlanta Division, AWP W of A Sub-Division

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SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20____, between the **City of Fairburn**, State of **Georgia** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

CSXT Schedule PA

(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: GA0702

Description: Fairburn, Fulton Co., GA, New Sidewalk at Smith Street and CSXT Undergrade Bridge, DOT No. 050388A, MP XXB-18.94, Atlanta Zone, AWP WofA Sub.

Scott Willis Project

Payment is hereby provided in accordance with the terms of Section 4.3 Payment Terms of the Agreement dated _____, 20__, between Agency and CSXT.

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

**CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192**

Payment due within ten (10) days of Agency's receipt of fully executed agreement

(All information below to be completed by Agency providing Payment)

Payment Date

Payment Amount

Check No.

Date: _____

By: _____

Please send e-copy of check to:

[Arianne Pelegrin@csx.com](mailto:Arianne.Pelegrin@csx.com)

Matt.Meyer@arcadis.com

Name: _____

Phone: _____

Email: _____



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR THE CITY TO ACQUIRE THE PROPERTY IDENTIFIED AS PARCEL 09F-1708-0067-021-4 IN THE LIGHTNING COMMUNITY (155 A -D, Dodd St.)

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

Submitted: 12/6/18

Work Session: 12/10/18

Council Meeting: 12/10/18

DEPARTMENT: Property Management

BUDGET IMPACT: \$4,345.19 to be taken from line item 100-1565-52-3900


PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to authorize our Attorneys to move forward with the acquisition to obtain the above property (land only). Once acquired the property will be classified as "Green Space Only" as part of the redevelopment of the Lightning Community.

HISTORY: This property was listed as one of our blighted properties for several years. Working through our Attorneys, and we received an abatement order from our Court system to proceed. In July 2018, demolition of the structures took place, along with the haul off and cleanup.

FACTS AND ISSUES: You have in your possession a copy of the Warranty Deed between Mr. Alan Bray, and CRG Consolidated LLC dated 3/14/18, along with a Quit Claim Deed dated 10/16/18. A Warranty Deed have been created between CRG Consolidated LLC, and the City of Fairburn dated 10/31/18 is also attached. A copy of outstanding City and County outstanding taxes are provided as well.

RECOMMENDED ACTION: For Mayor and Council to authorize our legal team to proceed with the acquisition of parcel 09F-1708-0067-021-4, in the amount of \$4,345.19 to be taken from line item 100-1565-52-3900.


Elizabeth Carr-Hurst, Mayor



Overview



Legend

-  Parcels
-  Roads

Parcel ID 09F170800670214
 Class Code R3
 Taxing District 25
 Acres 0.1719

Physical Address 155 DODD ST
 Owner BRAY ALAN
 393 LEES LAKE RD
 FAYETTEVILLE GA 30214
 Assessed Value \$32,900

Last 2 Sales			
Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 12/6/2018
 Last Data Uploaded: 12/6/2018 4:47:11 AM

Developed by  **Schneider**
 GEOSPATIAL

PAYOFF AMOUNT FOR
155 DODD STREET OCTOBER 31, 2018

155 A-D DODD STREET

2016-2017 Property Taxes	\$ 722.94
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Nuisance abatement fees:

Expert fees -- Contractor	\$500.00
Real Estate Appraiser	\$250.00
Publisher's Affidavit	\$ 85.00
Title report	\$207.50
Updated title report	\$ 50.00
Filing fee for Lis Pendens	\$ 7.00
Demolition	\$13,000.00

Total:	\$14,822.44
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After recording, return to:
CRG Consolidated LLC
C/o Henderson Legal
1350 Spring Street, Suite 485
Atlanta, Georgia 30309

STATE OF GEORGIA
COUNTY OF FULTON

LIMITED WARRANTY DEED

THIS INDENTURE, made the 14th day of March, 2018, between ALAN BRAY, as party of the first part, hereinafter called Grantor, and CRG CONSOLIDATED LLC, a Georgia limited liability company, as party of the second part, hereinafter referred to as Grantee. The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns where the context requires or permits.

WITNESSETH THAT: Grantor, for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred, alienated, conveyed and confirmed, and by these presents does grant, sell, transfer, alienate, convey and confirm unto the said Grantee all right, title and interest of Grantor in:

All that tract or parcel of land located in Land Lot 67 of District 9th of Fulton County, Georgia, which property has the address of 155 DODD STREET, Fairburn, Fulton County, Georgia, according to the present system of numbering streets in that area, and has the Tax Parcel ID Number 09F-1708-0067-021-4, per the records of the Fulton County Tax Commissioner and plat maps of the Fulton County Tax Assessor's office. And being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 67 of the 9th District, of originally Fayette, then Campbell, now Fulton County, Georgia and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said described premises to Grantee, together with any and all improvements located thereon so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand and right to title to said premises or appurtenances or any rights thereof

Grantor shall forever warrant and forever defend the right and title to said parcel of land unto Grantee and the heirs, legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, Sealed and delivered in
The presence of:

Scott Becker
Unofficial Witness

Alan Bray

Alan Bray
Seal

Anna Herries
Notary Public
My Commission Expires: 6/29/2021
[NOTARY SEAL]



Exhibit A

All that tract or parcel of land lying and being in the City of Fairburn, in Land Lot 67 of the 9th District of formerly Campbell, now Fulton County, Georgia, and more particularly described as follows:

BEGINNING at the intersection of the southwestern side of Orchard Street and the northeastern side of Dodd Street (sometimes known as Cole Street) if said street lines were extended to form an angle instead of a curve, thence southeasterly along the southwestern side of Orchard Street 119.8 feet, more or less, to the property now or formerly owned by Cecil Poe; thence south along the property of Cecil Poe 132.7 feet, more or less, to the northeastern side of Dodd Street; thence northwesterly along the northeastern side of Dodd Street 214.2 feet, more or less, to the POINT OF BEGINNING, excepting therefrom that portion of the above described property used in rounding the curve at the intersection of said Orchard and Dodd Streets, being same property conveyed by E. O. Jones to Callie T. Jones dated October 12, 1971, recorded in Deed Book 5478, page 104, Fulton County Records.

This instrument prepared by:
Richard J. Dreger, Esq.
Richard J. Dreger, Attorney at Law, P.C.
11660 Alpharetta Highway, Suite 730
Roswell, Georgia 30076

STATE OF GEORGIA
COUNTY OF FULTON

QUIT CLAIM DEED

THIS INDENTURE is made as of October 16th, 2018 between Alan Bray (hereinafter referred to as "Grantor") and CRG Consolidated, LLC (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all of Grantor's right, title and interest in that tract or parcel of land lying and being in Land Lot 67 of District 9F, of Fulton County, Georgia (hereinafter referred to as the "Land") as more particularly described in the attached Exhibit "A", which Exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in **FEE SIMPLE**.

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

Grantor

Unofficial Witness

Alan Bray

(L.S.)

Notary Public

My commission expires: 9/4/2022

[SEAL]

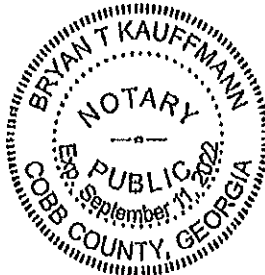


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 67 of District 9F, Fulton County, Georgia, and being more particularly described as follows:

To find the Point of Beginning commence at a point located at the intersection of the southwest right of way line of Orchard Street (a 40 foot right of way) and the northeast right of way line of Dodd Street (a 35 foot right of way) (formerly Cole Street)(if said intersection was extended to form a point rather than a curve); run thence along the southwest right of way line of Orchard Street South 60 degrees 03 minutes 14 seconds East 33.27 feet to a point on the southwest right of way line of Orchard Street, which said point is the POINT OF BEGINNING; from said POINT OF BEGINNING, run thence along the southwest right of way line of Orchard Street South 60 degrees 03 minutes 14 seconds East 86.40 feet to a one inch open top pipe found on the southwest right of way line of Orchard Street; run thence South 05 degrees 02 minutes 59 seconds West 125.74 feet to a one inch open top pipe found on the northeast right of way line of Dodd Street; run thence along the northeast right of way line of Dodd Street North 26 degrees 35 minutes 56 seconds West 173.61 feet to a point on the northeast right of way line of Dodd Street; run thence along the northeast right of way line of Dodd Street and the southwest right of way line of Orchard Street in an northeasterly, easterly and southeasterly direction along a curve to the right 25.58 feet (said curve being subtended by a chord having a bearing and distance of North 46 degrees 40 minutes 25 seconds East 19.15 feet and a radius of 10.00 feet) to a point on the southwest right of way line of Orchard Street, which said point is the POINT OF BEGINNING. Said tract contains 0.152 acres more or less as shown on that certain topographic map for Atlanta Habitat for Humanity, prepared by Michael R. Noles, R.L.S. No. 2646, dated 6-7-18, which said topographic map is expressly incorporated herein and made a part hereof.

Being the same parcel conveyed in deeds recorded at Deed Book 5478, Page 99; Deed Book 5478, Page 104; Deed Book 10248, Page 482 (described as Parcel I), Fulton County, Georgia records.

Said Parcel having a street number of 155 Dodd Street according to the present system of numbering houses in the City of Fairburn, Georgia.

2018 Property Tax Statement

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Bill No.	Due Date	TOTAL DUE
2018- 4968.0	12/15/2018	949.81

Map: 09F-1708-0067-021-4
Location: 155 DODD ST

MAKE CHECK OR MONEY ORDER PAYABLE TO:
City of Fairburn

BRAY ALAN
393 LEES LAKE RD
FAYETTEVILLE, GA 30214



↑ Return top portion with payment ↑

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Tax Payer: BRAY ALAN
Map Code: 09F-1708-0067-021-4 **REAL**
Description:
Location: 155 DODD ST
Bill No: 2018- 4968.0
District: 01

Phone: (770) 964-2244 Fax: (770) 969-3484

Full Market Value (FMV)	Assessed Value (AV)	Exemption	Taxable Value	Millage Rate	GO Bond Rate	Net Tax Due
32,900	13,160	- 0	13,160	0.10	1.46	125.89

Penalty	Exemption	GO Bond	Exemption Tax Credit	Net Tax
		125.89		
NET TAX DUE				125.89

Net Tax	125.89
Penalty	0.00
Interest	0.00
Admin Fee	0.00
FIFA	0.00
Balance Due this bill	125.89
Back taxes	823.92
TOTAL DUE	949.81

City of Fairburn, GA - The law requires payment in full by: **Dec 15, 2018**

IMPORTANT MESSAGES - PLEASE READ

Your check will be used as your paid receipt.

If you desire a paid receipt, please enclose a self addressed stamped envelope.

If your bill is to be paid by your mortgage company through an escrow account please forward a copy of this bill to them. Please be sure to write your account number with the mortgage company on the bill.

Bills are sent to the owner of a property as of Jan. 1. If you sold a property listed on this notice please send a copy to the new owner and call us at (770) 964-2244

Failure to receive a bill does not exempt penalties or interest.
We are not responsible for late remittance made through the mail Service.

2017 Property Tax Statement

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Bill No.	Due Date	TOTAL DUE
2017- 1105.0	02/14/2018	823.43
Map: 09F-1708-0067-021-4 Location: 155 DODD ST		

MAKE CHECK OR MONEY ORDER PAYABLE TO:
City of Fairburn

BRAY ALAN
393 LEES LAKE RD
FAYETTEVILLE, GA 30214



↑ Return top portion with payment ↑

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Tax Payer: BRAY ALAN
Map Code: 09F-1708-0067-021-4 REAL
Description:
Location: 155 DODD ST
Bill No: 2017- 1105.0
District: 01

Phone: (770) 964-2244 Fax: (770) 969-3484

Fair Market Value (FMV)	Assessed Value (AV)	Exemptions	Taxable Value	Millage Rate	GO Bond Rate	Net Tax Due
18,700	7,480	0	7,480	8.10	1.46	71.55

Exemptions	Gross Tax	Exemptions	Net Tax
	71.55		
NET TAX DUE			71.55

Net Tax	71.55
Penalty	7.16
Interest	4.92
Admin Fee	265.00
FIFA	15.00
Balance Due this bill	363.63
Back taxes	459.80
TOTAL DUE	823.43

City of Fairburn, GA - The law requires payment in full by: **Feb 14, 2018**

IMPORTANT MESSAGES - PLEASE READ

Your check will be used as your paid receipt.

If you desire a paid receipt, please enclose a self addressed stamped envelope.

If your bill is to be paid by your mortgage company through an escrow account please forward a copy of this bill to them. Please be sure to write your account number with the mortgage company on the bill.

Bills are sent to the owner of a property as of Jan. 1. If you sold a property listed on this notice please send a copy to the new owner and call us at (770) 964-2244

Failure to receive a bill does not exempt penalties or interest.
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2016 Property Tax Statement

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Bill No.	Due Date	TOTAL DUE
2016- 1247.0	12/15/2016	459.80

Map: 09F-1708-0067-021-4
Location: 155 DODD ST

MAKE CHECK OR MONEY ORDER PAYABLE TO:
City of Fairburn

BRAY ALAN
393 LEES LAKE RD
FAYETTEVILLE, GA 30214



↑ Return top portion with payment ↑

City of Fairburn
56 Malone Street
Fairburn, GA 30213

Tax Payer: BRAY ALAN
Map Code: 09F-1708-0067-021-4 REAL
Description:
Location: 155 DODD ST
Bill No: 2016- 1247.0
District: 01

Phone: (770) 964-2244 Fax: (770) 969-3484

Full Market Value (FMV)	Assessed Value 40% FMV	Exemption	Taxable Value	Millage Rate	Consolid Rate	Net Tax Due
18,700	7,480	0	7,480	8.10	1.46	71.56

Entity	Exemptions	County Tax	Exemption Tax Credit	Net Tax
		71.56		
NET TAX DUE				71.56

Net Tax	71.56
Penalty	64.40
Interest	8.84
Admin Fee	300.00
FIFA	15.00
Balance Due this bill	459.80
Back taxes	0.00
TOTAL DUE	459.80

City of Fairburn, GA - The law requires payment in full by: Dec 15, 2016

IMPORTANT MESSAGES - PLEASE READ

Your check will be used as your paid receipt.

If you desire a paid receipt, please enclose a self addressed stamped envelope.

If your bill is to be paid by your mortgage company through an escrow account please forward a copy of this bill to them. Please be sure to write your account number with the mortgage company on the bill.

Bills are sent to the owner of a property as of Jan. 1. If you sold a property listed on this notice please send a copy to the new owner and call us at (770) 964-2244

Failure to receive a bill does not exempt penalties or interest.
We are not responsible for late remittance made through the mail service.



Arthur E. Ferdinand
Tax Commissioner
Fulton County, Georgia

141 Pryor Street
 Atlanta, Georgia 30303
 (404) 613-6100

TAX BILL

Property Owner	Parcel Identification	Description	User ID
BRAY ALAN	09F-1708-0067-021-4	Real Estate	IWR

Tax District: 25 - FAIRBURN

Property Address	Account Number	Current Fair Market Value	Current Assessed Value
155 DODD STREET	0396664	32,900	13,160

City Exemption:

County Exemption:

City Sales Tax Credit: \$0.00

County Sales Tax Credit: \$4.88

Tax Year	Cycle	Principal Amount	Interest	Penalties/Fees	Paid	Total
<u>2018</u>	County	371.46	4.65	0.00	0.00	376.11
<u>2017</u>	County	218.23	15.01	21.82	0.00	255.06
<u>2016</u>	County	218.29	32.12	53.65	0.00	304.06
<u>2015</u>	County	219.17	56.73	31.92	0.00	307.82
<u>2014</u>	County	229.28	85.97	32.93	0.00	348.18
<u>2013</u>	County	217.91	108.70	31.79	0.00	358.40
<u>2012</u>	County	327.63	202.73	42.76	0.00	573.12
<u>2011</u>	County	0.00	0.00	0.00	0.00	0.00

Grand Total Due: \$2,522.75

Mailing Address:

BRAY ALAN
 393 LEES LAKE RD
 FAYETTEVILLE GA 30214

Property owners with current legal matters, such as bankruptcy or foreclosure, must contact the Tax Commissioner's office at (404) 613-6100 for the official balance due on their parcel(s).

[Pay This Parcel](#)

[Sign up For E-Billing](#)

[Return to Search Results](#)

This instrument prepared by:
Richard J. Dreger, Esq.
Richard J. Dreger, Attorney at Law, P.C.
11660 Alpharetta Highway, Suite 730
Roswell, Georgia 30076

Parcel #09F-1708-0067-021-4

**STATE OF GEORGIA
COUNTY OF FULTON**

LIMITED WARRANTY DEED

This Limited Warranty Deed is made and delivered this 31st day of October, 2018 by **CRG Consolidated, LLC** (hereinafter referred to as "Grantor") to the **City of Fariburn** (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits):

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain, sell and release unto Grantee all that tract or parcel of land lying and being in Land Lot 67 of District 9F, Fulton County, Georgia, more particularly described on Exhibit A attached hereto and made a part hereof; together with all and singular the rights, members, tenements and hereditaments thereto.

TO HAVE AND TO HOLD the same unto the Grantee and its heirs or successors and assigns in fee simple forever.

And Grantor does hereby bind itself and its successors to warrant and forever defend, all and singular, the title to said premises unto the Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be duly executed in its name by its duly authorized representative, as of the day and year first above written.

Signed, sealed and
delivered this 31st day
of October, 2018
in the presence of:

GRANTOR:

CRG CONSOLIDATED, LLC

By: _____ (SEAL)
John Mangham, Manager

Unofficial Witness

Notary Public
My commission expires:

[SEAL]



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: DISCUSSION AND POSSIBLE ACTION ON DOWNTOWN
DEVELOPMENT EXPENSES**

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

Submitted: 12/6/2018

Work Session: 12/10/2018

Council Meeting: 12/10/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT: To be determined at the meeting


PUBLIC HEARING? () Yes (x) No

PURPOSE: For Mayor and Council to discuss possible funding to jump start the renovation of the Attorney's Office and Train Depot for future restaurants and development in Downtown Fairburn.

HISTORY: None

FACTS AND ISSUES: The Attorney's Office lease will expire on December 31, 2018 and will not be renewed. Taqueria Iztacchuatl will occupy the Train Depot no later than February 2019. Casablanca will occupy the Attorney's Office as soon as renovations are completed in 2019.

RECOMMENDED ACTION: To approve funding from the 2006 Utility Bonds Debt Services Account to begin renovation of the Train Depot and Attorney's Office.


Elizabeth Carr-Hurst, Mayor