



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
November 26, 2018
6:00 PM

WORKSHOP AGENDA

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: Keshia McCullough, City Clerk
- III. COUNCIL DISCUSSION
- IV. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- V. ADJOURN



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
November 26, 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

- | | | |
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| I. | Meeting Called to Order: | The Honorable Mayor Carr-Hurst |
| II. | Roll Call: | Keshia McCullough, City Clerk |
| III. | Invocation: | Reverend Alvin Ligenfelter
Fairburn United Methodist Church |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Presentations: | |
| | 1. Special Presentation | Mayor Pro-Tem James Whitmore |
| 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 October 22, 2018 Minutes: | Councilmembers |

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.

XI. Agenda Items:

Police Department

Chief Stoney Mathis

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

Fire Department

Interim Chief Cornelius Robinson

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

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

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 COUNCIL AGENDA ITEM

SUBJECT: SPECIAL PRESENTATION FROM MAYOR PRO-TEM WHITMORE

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

Submitted: 11/16/18

Work Session: N/A

Council Meeting: 11/26/18

DEPARTMENT: Mayor and Council

BUDGET IMPACT: N/A

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Mayor Pro-Tem Whitmore will deliver a special presentation on behalf of Women in Municipal Government (WIMG).

HISTORY: N/A

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: Presentation only


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 22, 2018
7:00 PM

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 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: Pastor Gary Taylor
Open Word Christian Ministries
- IV. Pledge of Allegiance: In Unison
- V. Presentations:
1. SR 74 Comprehensive Corridor Study Richard Fangmann, POND

Mr. Richard Fangmann of Pond & Company presented a study conducted on SR 74. Mr. Fangmann stated that the purpose of the study was to establish a unified vision for the corridor and understand long-term transportation needs. Recommendations from the study included vehicular improvements, roadway intersections, bicycle and pedestrian improvements, transit management and travel demand management.

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

speaking, 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.

- Nell Smith addressed her concerns regarding proper recognition of former Mayor Betty Hannah. Ms. Smith stated that former Mayor Hannah served the City of Fairburn for 28 years, however, the plaque on the Educational Building does not reflect her time. Ms. Smith recommended that a monument of former Mayor Hannah be erected near the college that acknowledges her dedicated years of service.
- Ellen Samuels, former City of Fairburn employee, stated that former Mayor Hannah dedicated 28 years of her life to the City of Fairburn. She was also the first female Mayor.
- Thomas Cochran thanked Mayor Hurst for addressing the dangerous conditions at the intersection of Hwy 29 and 138. Additionally, he announced that active shooter training will be held at St. John AME Church on October 23rd at 6:45 PM. To conclude, Mr. Cochran thanked the City of Fairburn and the Police Department for providing active shooter training.
- Patricia Robinson addressed her concerns regarding the number of housing units proposed at the Timber Creek Development. She also discussed the development's access to Duncan Park as well as the creation of a potential traffic problem through Duncan Park.

VII. Adoption of the Council Agenda: Councilmembers
Councilman Pallend motioned to adopt the agenda. Councilman Smallwood provided the second.

Motion Carried 6-0

VIII. Approval of Consent Agenda Items: Councilmembers
Mayor Pro Tem Whitmore motioned to approve consent agenda items #6, 7, 8, 10, 11 and 13. Councilwoman Davis provided the second.

Motion Carried 6-0

IX. Approval of October 8, 2018 Minutes: Councilmembers
Mayor Pro Tem Whitmore made the motion to approve the October 8, 2018 minutes. Councilwoman Davis provided the second.

Motion Carried 6-0

X. Public Hearings:

Community Development

Kimberly Mitchell

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.

Kimberly Mitchell, Junior Planner in the Department of Community Development, stated that staff has requested a continuance to the November 26th Council meeting. Staff would like to properly examine the applicant's documents. Councilwoman Portis-Jones made the motion to continue this Public Hearing to the November 26th Council Meeting. Councilman Heath provided the second.

Motion Carried 6-0; Continued to the November 26, 2018 Council Meeting

3. Approval of rezoning El Milagro Hair Salon from R-3 (Single Family Residential) to C-1 (Neighborhood Commercial)

Mayor Hurst opened the floor for the public hearing.

Ms. Mitchell explained that the applicant is requesting to rezone 1.28 acres from single family residential to neighborhood commercial for a proposed hair salon. Staff recommended approval based upon the condition that the owner agrees to restrict the use of the property to a hair salon or other permitted uses under the Neighborhood Commercial Ordinance.

Speakers in favor: Bianca Rubio (daughter of the salon owner) stated that the property they would like to acquire is located in front of their current salon. If approved, their current salon would close to occupy the new space.

Speakers in opposition: none

Mayor Hurst closed the public hearing.

Mayor Pro Tem Whitmore motioned to approve the rezoning of El Milagro Hair Salon from R-3 (single family residential) to C-1 (neighborhood commercial). Councilwoman Portis-Jones provided the second.

Motion Carried 6-0

XI. Agenda Items:

Fire Department/Police Department

Interim Chief Cornelius Robinson
Chief Stoney Mathis

4. Approval of the Intergovernmental Agreement for the provision of 911 Emergency Communication Services

Joseph Barasoain
Fulton County Emergency Services

Joseph Barasoain of Fulton County Emergency Services presented the history of 911 services within the City of Fairburn. He explained that Fulton County has provided multiple upgrades for the system and that the cost of the agreement is a percentage of all the cities that work with Fulton County Emergency Services. Councilman Heath motioned to approve the Intergovernmental Agreement for the provision of 911 emergency communication services. Mayor Pro Tem Whitmore provided the second.

Motion Carried 6-0

5. Approval of the Intergovernmental Agreement for the provision of 800 MHz Radio System Access
Joseph Barasoain
Fulton County Emergency Services

Mayor Hurst stated that she, Chief Mathis and Interim Chief Robinson were able to locate all radios that are on the current radio contract. Mr. Barasoain stated that all radios that are turned in to the County will be taken off the bill. Councilwoman Davis motioned to approve the Intergovernmental Agreement for the provision of 800 MHz radio system access. Councilman Smallwood provided the second.

Motion Carried 6-0

Utilities

Tom Ridgway

6. Acceptance of the Expedites Enforcement Compliance Order in the amount of \$3,000

Mayor Pro Tem Whitmore motioned to approve this consent agenda item. Councilwoman Davis provided the second.

Motion Carried 6-0

7. Distribution of the City's year-end settlement of \$5,511.30 to the City's Education, Training and Development Fund

Mayor Pro Tem Whitmore motioned to approve this consent agenda item. Councilwoman Davis provided the second.

Motion Carried 6-0

Planning and Zoning

Kimberly Mitchell

8. Approval of the fee schedule for a Cemetery Relocation Permit application

Mayor Pro Tem Whitmore motioned to approve this consent agenda item. Councilwoman Davis provided the second.

Motion Carried 6-0

Economic Development

Ernest Gilchrist

9. Discussion on promoting the growth of small and medium-sized enterprises in the City of Fairburn

Mr. Gilchrist announced that there will be a Fairburn Business and Economic Investment Forum held on December 5, 2018 at the Fairburn Educational Campus on the 3rd floor from 8:00 AM-1:30 PM. He stated that the goal of the event is to promote small business.

Discussed

Community Development/Public Works

Lester Thompson

10. Approval of a proposal from Allen Vigil Ford for the purchase of a 2019 Ford F150 for \$25,613

Mayor Pro Tem Whitmore motioned to approve this consent agenda item.
Councilwoman Davis provided the second.

Motion Carried 6-0

11. Approval of an Intergovernmental Agreement with Union City for the LMIG/SPLOST Project (18-006), Roadway Improvement on Various City Roads

Mayor Pro Tem Whitmore motioned to approve this consent agenda item.
Councilwoman Davis provided the second.

Motion Carried 6-0

Property Management

Harvey Stokes

12. Discussion of the Betty Hannah Plaque/Monument Signage at the Fairburn Educational Campus

Harvey Stokes, Building Director, stated that he is seeking direction for the Betty Hannah plaque modification at the Fairburn Educational Campus. Council discussed the possibilities of the plaque and a potential monument of former Mayor Hannah. Mayor Hurst asked Mr. Stokes to get a quote to finish the other side of the City of Fairburn sign. She also stated that she will speak with the Planning Director to find out the setbacks.

Discussed

13. Approval to obtain bids for Janitorial Services at the Fairburn Youth Center

Mayor Pro Tem Whitmore motioned to approve this consent agenda item.
Councilwoman Davis provided the second.

Motion Carried 6-0

14. Lease Agreement between the City of Fairburn and Georgia Military College

Randy Turner, City Attorney, stated that the Georgia Military College is requesting that the City of Fairburn combine their two current leases. The new lease will generate just under \$304,000 per year in revenue. He also stated that this lease offers a significant continuation of the relationship between Fairburn and the Georgia Military College. General Donahue, Executive Director of the Georgia Military College, stated that this is a tenure chapter in the longstanding relationship between the Georgia Military College and the City of Fairburn. General Donahue also announced that the Fairburn Georgia Military College campus currently has 837 students registered. Councilwoman Davis motioned to approve the lease agreement between the City of Fairburn and the Georgia Military College. Mayor Pro Tem Whitmore provided the second.

Motion Carried 6-0

15. Council Comments:

Councilmembers

There were no council comments.

16. Executive Session*

None

17. Adjournment

Councilmembers

Mayor Pro Tem Whitmore motioned to adjourn the meeting. Councilwoman Davis provided the second. The meeting adjourned at 8:37 PM.

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

Elizabeth Carr-Hurst, Mayor

Keshia McCullough, City Clerk



**CITY OF FAIRBURN
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: REZONING 18RZ-005 - South Fulton, LLC

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

Planning and Zoning Commission: 09/11/18 Work Session: 11/26/2018 Mayor and City Council: 11/26/18

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: 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 200 townhouses and 86 single-family houses on 75.9 acres.

STAFF RECOMMENDATION: CONTINUANCE TO JANUARY 28, 2019

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommended that the Mayor and City Council request the applicant to conduct a traffic study to evaluate the traffic impact of the proposed residential development.



Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Rezoning Petition 18RZ-005

APPLICANT/PETITIONER INFORMATION

Property Owner
Virlyn OSCP, LLC

Petitioner
South Fulton, LLC

PROPERTY INFORMATION

Address, Land Lot, and District: 0 Virlyn B. Smith [parcel no. 09F090300500325, 09F090400511180, 09F180300681066, 09F090300500333], Land Lot 50, 51, 68, 69 and District 9F

Frontage: Virlyn B. Smith Road

Area of Property: 75.9 acres

Existing Zoning and Use: R-2 (Single-Family Residential) and Undeveloped

Overlay District: N/A

2035 Comprehensive Future Land Use Map Designation: Low Density Residential, Town Center Mixed Use, Greenspace

Proposed Zoning: R-CT (Residential Condominium/Townhouse)

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
September 11, 2018

Mayor and City Council Public Hearings
September 24, 2018
October 22, 2018
November 26, 2018

INTENT

To rezone the subject property from **R-2 (Single-Family Residential) District** to **R-CT (Residential Condominium/Townhouse)** to allow the development of 200 townhouses and 86 single-family houses on 75.9 acres.

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

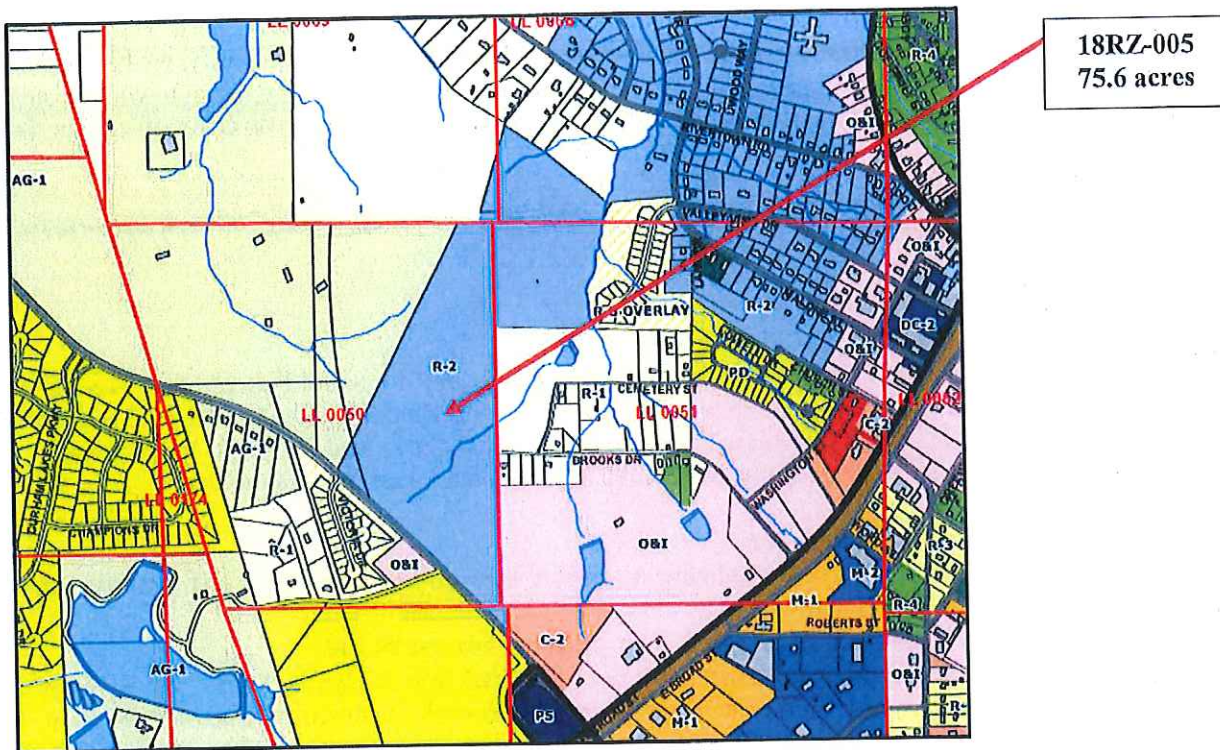
North: R-1 (Single-Family Residential District) and R-2 (Single-Family Residential District)

East: R-1 (Single-Family Residential District), R-3 Overlay (Single-Family Residential District) and O&I (Office Institutional District)

South: PD (Planned Development District), R-1 (Single-Family Residential District), R-3 Overlay (Single-Family Residential District) and O&I (Office Institutional District)

West: AG-1 (Agricultural District and R-1 (Single-Family Residential District)

Zoning Map



ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby property. The surrounding area consists of: R-1 (Single-Family Residential District) and R-2 (Single-Family Residential District) to the north, R-1 (Single-Family Residential District), R-3 Overlay (Single-Family Residential District) to the east, PD (Planned Development District), O&I (Office Institutional District) and C-2 (General Commercial District) to the south, and AG-1 (Agricultural District) and R-1 (Single-Family Residential District) to the west.

The applicant is proposing to develop a townhouse and single-family residential development on the subject property with a swimming pool, playground areas, dog park, open space and a clubhouse with fitness center. The development will provide sidewalks along Virlyn B. Smith, pedestrian scale lightning on internal roads, and landscaped front yards. The front façade of each townhouse will be constructed with 100% brick or stone and the front façade of the single-family houses will be constructed with brick or stone.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

The staff is of the opinion that the petition if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding properties vary from single-family (R-1, R-2, R-3) to office institutional (O&I).

C. Does the property have a reasonable economic use as currently zoned?

The staff is of the opinion that the subject property has a reasonable economic use as currently zoned. The applicant states in the zoning impact analysis, "Though, R-CT and R-2 are both considered medium density, we have found that development of the property solely single-family detached is not reasonable. The mixed use of townhouse and detached single-family residential provides a more reasonable use when considering the diversity of uses in the neighborhood".

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Impact on Traffic

A traffic study for the project, dated October 9, 2018, was submitted to staff by South Fulton, LLC. The study, completed by Marc Acampora, P.E., studied the following intersections: (1) Rivertown Road and Virlyn B. Smith, (2) Virlyn B. Smith and Victoria Drive, (3) Ramps between Roosevelt Highway and Virlyn B. Smith Road, (4) Roosevelt Highway and Brooks Drive, and (5) Virlyn B. Smith and the south access point of the site.

The traffic study provided the following findings:

- The existing intersections that were studied have acceptable operations except for the left and right turns from Roosevelt Highway onto Virlyn B. Smith.
- In both "no-build" and "build" scenarios, delays are expected to increase by 2023.
- Recommended traffic improvements include: (1) a right-turn lane from Virlyn B. Smith onto Rivertown Road, (2) a signal study for both ends of the ramp between Roosevelt Highway and Virlyn B. Smith, (3) widening of Virlyn B. Smith Road, and (4) one entering lane and one exiting lane should be provided at each access to Virlyn B. Smith, with an accompanying stop sign and stop bar.

The traffic study was reviewed by David A. Fairlie, P.E., Senior Transportation Engineer at Moreland Altobeli, on October 24, 2018 on behalf of the City of Fairburn. The traffic study reviewed by Mr. Fairlie referred to the original site plan, which contained 232 townhouse units and 86 single-family residential lots. The original plan also showed Brooks Drive as a pedestrian/emergency-only access point to the development.

Mr. Fairlie observed the following:

- The number of trips generated out of the subdivision during the AM peak hour (82 trips) onto Virlyn B. Smith Road appeared to be low.
- There appeared to be a large gap between the end of Brooks Drive and the property line for the development. Therefore, a significant amount of roadway would have to be built to connect the subdivision to Brooks Drive.
- The current land use and roadway characteristics of Brooks Drive and Fisher Drive/Cemetery Street are not compatible for vehicular access to and from the site. Brooks Drive and Fisher Drive/Cemetery Street are currently not wide enough to support two-way traffic, nor does these streets have existing curbs. Although these streets can presently support the amount of traffic they currently receive, they would need to be upgraded to support additional traffic.
- Some vehicular traffic was counted using Brooks Drive as a roadway. However, if Brooks Drive and Fisher Drive/Cemetery Street were not upgraded to service the additional traffic, all vehicular traffic would enter and exit from Virlyn B. Smith Road and all vehicular counts should be placed on Virlyn B. Smith Road.
- If a Brooks Drive entrance and road upgrades proved unfeasible, the applicant should explore access from Rivertown Road.

The developer is required to make roadway improvements such as the installation of turning lanes, commercial driveways, stripping, sidewalks, curb and gutter on Virlyn B. Smith. The applicant is also required to have one entrance/exit for each 125 residential units. Therefore, the applicant would be required to provide access to the proposed development from Brooks Drive, which will provide an alternate access point and connect the development to downtown Fairburn.

Impact on Utilities

In an updated development impact statement, submitted on October 29, 2018, the applicant estimated water use for the development at 69,212 gallons per day. This calculation is close to the flow estimated by staff at 68,640 gallons per day. The impact of utilities is not excessive enough to warrant additional zoning conditions.

Impact on Schools

At present, the local elementary school and middle school are projected to be over capacity for the 2018-2019 school year. Any residential development of the subject site, whether the site is rezoned or remains at its current zoning, will increase the schools' populations above the 2018-2019 baseline numbers. The school system addresses population increases using "portable classrooms or other measures may be needed to accommodate the instructional needs of the school," as stated in the Fulton County School's Rezoning Impact Statement. [See the attached Development Impact Report]

E. Is the proposal in conformity with the policies and intent of the land use plan?

The Future Land Use Map designates 49.6 acres of the property as Low Density Residential, 15.3 acres as Town Center Mixed Use and 9.2 acres as Greenspace. The applicant is proposing to incorporate a mixture of housing types, to include 200 attached townhouses (6.3 units/acre) and 86 single-family houses (2.0 units/acre). The overall development of the site includes three Comprehensive Plan Character Areas: (1) Residential, (2) Town Center Mixed Use, and (3) Greenspace.

The proposed development supports the Residential (Low Density Residential) and Town Center Mixed Use development strategies in the Comprehensive Plan. The development strategies for the Residential and Town Center Mixed Use character areas are as follows:

1.) Residential Development Strategies

- Stable, safe, well maintained neighborhoods that maintain their value over time.
- Allow for a variety of homes styles, materials, and lot sizes.
- Accommodating to pedestrians and cyclists to allow for alternative access to Downtown

Appropriate Land Use

- Single-family residential [one-third to one acre lots]
- Parks/Playgrounds
- Golf Courses
- Schools
- Churches

2.) Town Center Mixed Use Development Strategies

- Maintain integrity of interconnected grid and pedestrian circulation
- Historic structures should be preserved or adaptively reused wherever possible
- New development should reflect the historical context of building mass, scale and setbacks
- Encourage mixed-use infill and redevelopment
- Encourage transit-supportive residential development
- Economic development strategies should continue to nurture thriving commercial activity
- Enhance tree planting to include more shade trees and ornamental streetscape plantings
- Ensure that future phases of streetscape enhancements are developed in harmony with previous efforts, as well as economic development goals of the City and the Downtown Development Authority

Appropriate Land Use

- Mixed Use
- Civic/Institutional/Educational
- Residential (all types)
- Commercial/Retail/Office

- Small scale low intensity industrial that fits into appropriately scaled and designed structures

The land use goal stated in the Comprehensive Plan is to increase activity in downtown by recruiting residential and mixed-use developers to construct loft apartments and townhouses in downtown. An increase in housing options with proximity to downtown will support the number and types of desired businesses to downtown. The subject property is located less than one mile from central downtown and the proximity will encourage and support the revitalization of downtown. The proposed development will provide two access points on Virlyn B. Smith Road and one on Brooks Drive, which will provide quick access to downtown Fairburn.

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

The staff is of the opinion that there are no existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or denial of the applicant's proposal.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

The staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn. The developer will be required to adhere to the city's stream buffer ordinance, Georgia Stormwater Management Manual and Best Management Practices (BMP).

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is consistent with the Future Development Map, which recommends Residential (Low Density) for approximately 49.6 acres and Town Center Mixed Use for approximately 24.5 acres of the subject property. The rezoning is consistent with the existing subdivisions and the surrounding uses. Also, the proposal is consistent with the Comprehensive Plan goals to: (1) create stable, safe, well maintained neighborhoods that maintain their value over time, (2) allow for a variety of home styles, materials, and lot sizes, and (3) more housing close to downtown to support downtown businesses.

The traffic impact study was conducted based upon 86 single-family houses, 232 townhouses and a pedestrian/emergency access on Brook Drives. The applicant has reduced the number of townhouses from 232 to 200 and will develop Brooks Drive as a full access road. Also, the traffic impact study provided recommendations that could mitigate traffic impacts and ensure safe and efficient traffic conditions in the development area. Therefore, based on these reasons, staff recommends a **CONTINUANCE** of the rezoning petition until January 28, 2019. The continuance will provide the applicant with additional time to address the recommendations stated in the traffic impact study.

Should the Mayor and City Council decide to rezone the subject property from R-2 (Single-Family Residential District) to R-CT (Residential Condominium/Townhouse) the staff recommends the following conditions. The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

A. To the owner's agreement to restrict the use of the subject property as follows:

1. Townhouse and Single-Family Residential units at density:

- a. POD A – Townhouses at no greater than 6.3 units per acre or 200 units, whichever is less and
- b. POD B – Single-Family at no greater than 2.0 units per acre or 86 units, whichever is less:

2. The minimum heated floor area for each unit shall be a minimum of 1,200 square feet

B. To the owner's agreement to abide by the following:

1. The property shall be developed in substantial conformity with the revised Zoning Site Plan prepared by Moore Bass Consulting received on October 22, 2018, and attached as Exhibit B. Any determination as to "substantial conformity" shall be made by City staff.
2. Property maintenance shall be accomplished through a condominium or townhouse association in which membership shall be mandatory. Such maintenance shall encompass all individual lots and all common areas that are not contained within the boundaries of individual lots. Such association by-laws shall be subject to approval by the City Administrator and shall be recorded with covenants that shall be subject to approval by the City Administrator.

C. To the owner's agreement to the following site development considerations:

1. Full amenity package including swimming pool, clubhouse with fitness center and playground areas.
2. Exterior materials of the front façade for the townhouses shall be 100% brick or stone. Vinyl siding, aluminum, stucco (EIFS) and veneers shall be prohibited.
3. Two car garages shall be provided for 20% of the townhouse units and the remaining 80% of townhouses shall have one car garages. Garages shall be a combination of front and rear alley access.
4. A minimum of 20 percent of the total lot area shall be reserved for open space. Detention facilities shall not be included in the open space calculation.
5. Sidewalks on all street frontages shall be a minimum of five-feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and City of Fairburn development standard. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenities areas.
6. Pedestrian-scale street lightning shall be provided along both sides of internal streets throughout the development.
7. All utilities shall be installed underground throughout the project area.
8. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.
9. Commercial driveways/Concrete aprons shall be required at entrances to delineate public from private. Commercial drives need to extend a minimum of 12 feet from the edge of pavement or to the right-of-way.
10. A maximum number of 125 residential units shall be allowed per street outlet to a public street.
11. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter and drainage) along the existing road across the entire property frontage at no cost to the city.
12. The Developer shall install a canopy or understory tree in the front yard of each single-family lot. Both front and rear yards shall be sodded.

13. The Developer shall construct a secondary access road on Brooks Drive to the city's standards and specification at no cost to the city.

ATTACHMENTS

Revised Letter of Intent
Zoning Impact Analysis
Conceptual Site Plan
Elevations
Traffic Impact Study
Traffic Impact Study Review
Development Impact Study
Market Analysis

South Fulton, LLC

270 North Jeff Davis Drive
Fayetteville, GA 30214

October 11, 2018

Mayor and Council Members
City of Fairburn
56 SW Malone Street
Fairburn, GA 30213

Re: Timber Creek
Rezoning Proposal 18RZ-005
Market Analysis

Dear Mayor and Council Members:

Attached you will find a market analysis of new home construction in zip code 30213. We use this analysis to help determine the price point for single family residential development in an area that we are interested in developing. These values set a base for which we can begin analyzing the value of an undeveloped piece of property. The full report is attached, the chart below shows a snap shot the values based upon the home sizes we are considering for the development.

Proposed Lot Size	Square Footage	Sales Price
0.24	2500	\$ 227,406
0.24	2600	\$ 234,430
0.24	2700	\$ 241,394
0.24	2800	\$ 248,299
0.24	2900	\$ 255,150
0.24	3000	\$ 261,948
0.24	3100	\$ 268,695
0.24	3200	\$ 275,394

These market prices represent the full market of the zip code 30213. It is necessary to validate the outcome of the analysis by using data collected from the Fulton County Tax Assessor. The following chart provides a glimpse of several sales over from 2016 and 2017 in neighborhoods in the area of Virlyn B. Smith Road.

Recent Sales (within two years) of New Single Family Home Construction

Street Name	lot size	sq footage	year sold	sales price
Sawgrass View	.25 acres	3356	2017	\$ 256,730
Birkdale Drive	.25 acres	4033	2017	\$ 291,000
Palm Spring Circle	.19 acres	2903	2016	\$ 237,037
Durham Lake Parkway	.36 acres	3063	2017	\$ 277,900
Champions Drive	.28 acres	3857	2016	\$ 250,000
Abbey Springs Ct	.36 acres	3507	2016	\$ 235,598
Heather Glen	.26 acres	3785	2016	\$ 276,000
Blackheath Way	.26 acres	2794	2017	\$ 270,000
Average	.27 acres	3412		\$ 261,783

Comparing the data from the Tax Assessor to the market analysis, provides confidence that the single-family homes that are being considered for Timber Creek are going to be priced in the mid to high \$200's. This is in accordance with the single-family that are developed nearby.

South Fulton, LLC is proposing 84 single family lots at are 75 feet wide and approximately 142 feet deep. It was a condition of the City that each unit is 25% brick, stone or stucco on the front façade, as suggested at the Mayor and Council meeting of September 24, 2018, these lots are going to be built with fronts that are 100% brick or stone. The remaining facades will be of cement-board siding. I have asked Rocklyn homes to provide images of single-family homes that have 100% brick or stone and will send those when they are provided.

Townhomes

There are two sizes of townhome units proposed for Timber Creek. Each unit is three bedroom and 2.5 bathrooms. The single car garage unit is 1467 square feet and the two-car unit is 1745 square feet. The units are constructed in groups of eight. To meet the city's requirement that 20% are two-car garages, we are proposing that, at a minimum, the end units of each building have a two-car garage. It was a condition of the City that the facades are 25% brick, stone or stucco. As suggested at the City Council meeting 100% of the front façade will be brick or stone.

Along with this letter, a powerpoint of the proposed town homes was provided. These show the units without 100% brick or stone fronts, but do provide a link to look at the inside of each unit. Please click on the name of each unit. This link will take you to the Rocklyn webpage, at the bottom you can tour the product and see the quality and detail in each unit. Rocklyn will provide the full brick or stone images.

The amenities will include a pool, recreation center with club house and a playground.

The single-car units will retail in the mid \$100s and the larger units in the high \$100s. We can expect rents above \$1.10 per square foot or roughly \$1650 for the single car garage and \$1950 for the two-car garage units.

It is the City's desire to promote growth downtown. To help facilitate this, the access to Brooks Street that was proposed as an emergency/pedestrian entrance only, will be developed as full access. Both the

single-family pod and the townhome pod will have access to Brooks Street. This will allow all residents of Timber Creek to provide easy access via car, bike or foot to the amenities that are offered in downtown Fairburn. Though this can't be readily measured and quantified, neighborhoods like Timber Creek that have simple access to downtown are able to command higher prices. It also provides ease of access and egress during the weekends of the Renaissance Festival.

Thank you for your time with this project. We have sent the traffic study to City Staff and have reviewed the school impacts provided by Fulton County Schools. There was an initial impact analysis provided in the initial application, we are reaching out to the fire, police, and public works department to receive impacts as well.

If you have any questions or comments, please do not hesitate to contact me.

Yours truly,

Richard Ferry
South Fulton, LLC

Impact Analysis

Applicant: South Fulton, LLC

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? *The subject property is nearly 76 acres on the northern frontage of Virlyn B. Smith Road. It is located in an area with diverse uses. To the east is a tract of open space owned by the City of Fairburn with frontage on Valley View Drive. It appears that this space, zoned R-3 Overlay, provides open space and buffering for Valley View Estates where the typical lot is 6000 square feet. Holly Hill Memorial Park is a cemetery zoned O&I. Lands associated with this cemetery have frontage on Virlyn B. Smith Road to the east of the subject property. In addition to the O&I and R-3 Overlay, is a small neighborhood zoned R-1 with frontage on Brooks Street. To the north is Duncan Park. The property is zoned R-1 and AG-1 for an active recreation park. Also to the north of the subject property are residential tracts zoned R-1 with frontage on Rivertown Road. To the west is property zoned AG-1 that is used for the Georgia Renaissance Festival. An upscale mixed townhome and single-family development on this property with a substantial amount of open space that buffers the neighboring properties is a suitable use among the varying uses that surround the subject property.*
2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? *The adverse effects of the proposed residential development on adjacent or nearby properties is very hard to measure. The most prominent properties adjacent to the subject parcel are used as a County/City active recreation park with frontage on Rivertown Road, a cemetery and a site for a seasonal festival. The proposed R-CT zoning will not negatively impact these uses. In fact, the proposed development would positively impact the neighboring properties. A pedestrian connection is planned for Brooks Street for ease of access to downtown promoting economic growth. Further, an access easement will be provided for a future connection to Duncan Park. The neighboring residential uses are well buffered. The proposed single family and townhome development will fit in well with the growth associated with the large Durham Lakes project.*
3. Does the property to be rezoned have a reasonable economic use as currently zoned? *The property is currently zoned R-2 for medium density single family homes. Though, R-CT and R-2 are both considered medium density, we have found that development of the property solely single-family detached use is not reasonable. The mixed use of townhomes and detached single-family residential provides a more reasonable use when considering the diversity of uses in the neighborhood.*
4. Will the zoning proposal result in a use that could create an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? *Both the current R-2 zoning and the proposed R-CT zoning are considered medium density developments in City of Fairburn Zoning.*

The proposed development does not create an excessive or burdensome use of public facilities compared to a development under the current zoning.

5. Is the zoning proposal in conformity with the policies and intent of the land use plan? The proposed R-CT development is in accordance with the following statements of the City of Fairburn Comprehensive Plan:

- *"bring mixed use development, including housing (lofts and townhomes) and vitality to downtown".*
- *"Locate townhomes downtown".*
- *"Update Zoning Ordinance to allow loft apartments over stores and townhouses Downtown".*

The tract where this project proposes townhomes will bring residents within walking distance of downtown. The Comprehensive Plan also states that townhomes should be used as a transition from the intense commercial use to the residential uses. A pedestrian connection is planned for Brooks Street for ease of access to downtown promoting economic growth. The location of the subject tract is in a transition area between the cemetery zoned O&I and the Georgia Renaissance Festival zoned AG-1.

6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the zoning proposal? There are none.
7. Does this zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens? The proposal does not. The proposal provides buffers to the creeks and preservation of large amounts of open space. This space provides valuable water re-charge areas and protection of the creeks.





Conclusions and Recommendations

This traffic impact study evaluates the impact of a proposed residential subdivision on Virlyn B Smith (VBS) Road in the City of Fairburn. The subdivision will include 86 single-family homes and 232 townhomes, for a total of 318 units. Vehicular access will be provided by one full-movement access which will align with Victoria Drive, one full-movement access south of Durham Lake Road, and a connection to the end of Brooks Drive, providing a connection to Roosevelt Highway and downtown Fairburn. The following are the findings and recommendations of this study:

1. Existing operations at the intersections evaluated are generally acceptable. Only one location operates unacceptably in the existing – the eastbound ramp from Roosevelt Highway at VBS Road.
2. Traffic volume growth in this area has been moderate and this is expected to continue into the future.
3. The 2023 no-build condition reveals increases in delays and several locations that will begin to operate unacceptably. This includes the side street stop controlled approach of VBS Road at Rivertown Road and both stop sign controlled ends of the ramp at VBS Road and at Roosevelt Highway.
4. The no-build mitigation recommended for the VBS Road / Rivertown Road intersection is to construct an eastbound right turn lane on Rivertown Road. This will allow the intersection to operate acceptably in the future no-build and build conditions.
5. Based on the no-build operations, it is recommended that a signal warrant study and Georgia DOT ICE be performed for the two ends of the ramp between VBS Road and Roosevelt Highway. This will identify the appropriate control for these intersections.
6. The emerging potential for the need to widen VBS Road was identified in the no-build analysis.
7. The proposed subdivision will generate 172 a.m. peak hour trips, 213 p.m. peak hour trips, and 2,620 weekday trips. These trips will be heavily oriented toward the south, both toward the I-85 ramps at GA 74 and toward Roosevelt Highway.
8. With the addition of the subdivision trips, 2023 build operations will be comparable to 2023 no-build, with some additional increases in delays. No additional mitigation was identified at the study intersections for the build condition.
9. The City of Fairburn development standards require a northbound right turn lane at both site accesses on VBS Road and these are shown on the site plan.
10. One entering lane and one exiting lane should be provided at each access to VBS Road. Each exiting approach should be controlled by side street stop sign and accompanying stop bar.

11. The intersection of Roosevelt Highway at Brooks Drive will operate acceptably in the build condition and no mitigation is identified for this intersection.
12. The project site engineer should comply with applicable access design standards including sight distance, turn radii, roadway width, and grades.



October 24, 2018

Kimberly Mitchell
Junior City Planner/GIS Analyst
City of Fairburn
26 West Campbellton Street
Fairburn, GA 30213

Re: Traffic Impact Study Review
Proposed Residential Subdivision – Virlyn B. Smith Road

Dear Ms. Mitchell:

Moreland Altobelli Associates, LLC was requested to conduct a review of the Traffic Impact study for the proposed residential subdivision on Virlyn B Smith Road in the City of Fairburn, GA, prepared by Marc R. Acampora, PE, LLC and dated October 9, 2018. After a careful review of the document, the following are our comments for your consideration:

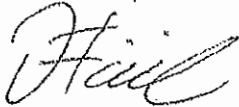
1. The project description, on page 12 of the study, indicates that the proposed subdivision includes a connection to the end of Brooks Drive. The provided site plan, on Figure 3, does not show a vehicular connection to Brooks Drive but shows what seems to be a pedestrian path that connects the proposed site to Fisher Drive/Cemetery Street. The characteristics of this connection (pedestrian or vehicular), and to which road it connects, should be clarified. Nevertheless, the current land use and roadway characteristics of Brooks Drive and Fisher Drive/Cemetery Street are not compatible for vehicular access to/from the site.
2. On page 13 of the study, it is indicated that land use 220 – Multifamily Housing (Low-Rise) of the Trip Generation Manual (TGM) was used to represent the proposed site's "townhomes" portion. The study then indicates that under this land use category it is expected that the 232 proposed townhomes would generate 82 trips out of the subdivision during the AM peak hour. This number seems a bit low. It should be noted that the TGM, 10th edition, also includes land use 270 – Residential Planned Unit Development, which may be better suited for this type of development. Perhaps if the trips were forecasted using this land use category, the generated traffic volume would be higher.
3. Figure 4, labeled "Weekday AM and PM peak hour site trips and distribution percentages" shows 42 vehicles exiting the site in the AM and 43 vehicles entering the site in the PM through Brooks Drive. However, as commented previously, the site plan on Figure 3 does not show that the site has a connection to Brooks Drive. Assuming there is not a connection to Brooks Drive, these 42 vehicles in the AM should be exiting from the site's two accesses on Virlyn B. Smith Road, turning left onto Virlyn B. Smith Road, and then turning right onto the ramp towards Roosevelt Highway. Similarly, the 43 vehicles entering the site in the PM peak hour would be using the Roosevelt Highway ramp and then turning left onto Virlyn B. Smith Road, which would exacerbate the level of service problem described in Table 3 of the traffic study. An updated site map and/or a revised site trip distribution and build analysis should be provided to

address these items.

4. The proposed development is located approximately 300 feet south of the only access to the Georgia Renaissance Festival site, on Virlyn B. Smith Road. This attraction typically operates from April to June and generates a large number of trips during those dates. The venue also hosts events during the festival's off-season. When events take place at the Georgia Renaissance Festival site, Virlyn B Smith Road can become heavily congested, therefore, it would be advantageous if the proposed site had an alternative access other than the two access points proposed on Virlyn B. Smith Road. If a connection onto Brooks Drive or Fisher Drive/Cemetery Street is proven to be unfeasible, evaluate if access is possible onto Rivertown Road.

If you have any questions or need any additional information, please do not hesitate to contact me at 770-263-5945.

Sincerely,



David A. Fairlie, PE
Senior Transportation Engineer

cc: Todd Long
LN Manchi
Maureen McDonnell
Hank Collins
File

Virlyn B. Smith

Development Impact Report

Water and Sewer: According to the Metropolitan North Georgia Water Planning District's Water Metrics Report, the average household in Coweta County uses 242 gallons per day. This comes to 69,212 gallons per day for the development. This was confirmed by City of Fairburn water and sewer staff who estimated the flow at 68,000 gallons per day.

Initially, during construction, the homebuilder will be assessed a one-time tap fee. According to the Metropolitan North Georgia Water Planning District's Water and Sewer Rate Study dated November 2010, the City of Fairburn charges \$2,700 per water tap and \$3,500 per sewer tap. In all, the development fees will contribute \$1,773,200 to the City's water and sewer funds. According to the water and sewer rates published on the City of Fairburn webpage and dated October 1, 2011, 86 single-family units will generate nearly \$40,000 for the water fund and nearly \$38,000 in sewer revenue, assuming an average of 7,000 gallons of use per month. Using the same estimated usage, 200 townhomes will generate over \$81,000 of revenue for the water fund and nearly \$72,000 in sewer revenue annually. Please note that the schedules used to create this evaluation are quite old and may have been updated since they were published.

Traffic: According to the Traffic Impact Analysis completed for the project by Acampora, PE: Traffic Engineering, the development will bring an additional 172 morning trips and 213 evening trips and a 24 hour total of 2,620 total trips. The following chart compares the impact from the proposed development to the impact from how it is currently zoned.

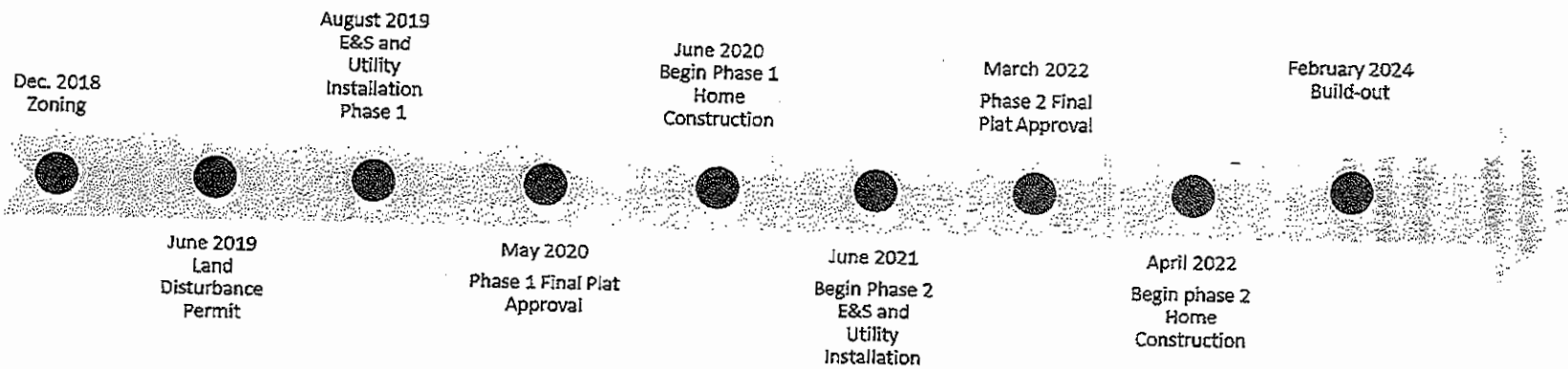
	Total	AM	PM
200 TH and 86 SF	2383	157	196
150 Single Family	1581	115	153
Difference	802	42	43

City Staff has sent the report to a third-party engineer for review.

Schools: According to the Fulton County Rezoning Impact Statement, the project will generate between 57 and 168 Elementary Students, between 16 and 38 Middle School Students, and between 27 and 50 High School Students. According to the information provided from Fulton County, Evoline West Elementary School is currently between 38 and 86 students over capacity, with the development it will be between 95 and 254 students over capacity. Bear Creek Middle School is currently projected to be 137 to 211 students over capacity, with the development it is projected to be 153 to 249 students over capacity. Creekside High School is currently projected to be between 78 and 182 students under capacity; with the development the school is projected to be 28 to 155 students under capacity. According to the Fulton County Educational SPLOST Report, a STEM campus will be built in Fairburn that will accommodate approximately 900 students. For the 2018-19 school year, Fulton County estimates that the cost per student is \$14,906, of that \$9,902 is funded by the County. The remaining is funded by the State and other sources.

Environment: Wetlands, stream corridors, and flood plains are of primary importance in preserving an environmentally functional habitat. These areas are specifically targeted and preserved in the ±27 acres

Estimated Development Timeline:





Atlanta Lot Residual Calculator

October 9, 2018

Geography Selection:

County(s):	Fulton
Zipcode(s):	30213

Table 1: House Type Selection:

Lot Size(s):	<1/3 Acre
Active Adult:	No 55+
Minimum Price:	0
Maximum Price:	10000000
Minimum SqFt:	0
Maximum SqFt:	10000

Table 2: Report Settings:

New Spread %:	20
Lot %:	20
Cost Of Funds:	10
Years to Hold:	2
SqFt Increment:	100

Table 3: Continued from previous page

Square Feet	Resale Price Actual	New Price Actual	New Price W/Spread	Retail Lot Range	Bulk Lot Range
1900	\$147045	\$178029	\$183806	\$29409 - \$36761	\$24305 - \$30381
2000	\$153013	\$185810	\$191266	\$30603 - \$38253	\$25291 - \$31614
2100	\$158914	\$193526	\$198643	\$31783 - \$39729	\$26267 - \$32834
2200	\$164753	\$201181	\$205941	\$32951 - \$41188	\$27232 - \$34040
2300	\$170532	\$208779	\$213165	\$34106 - \$42633	\$28187 - \$35234
2400	\$176255	\$216321	\$220319	\$35251 - \$44064	\$29133 - \$36416
2500	\$181925	\$223812	\$227406	\$36385 - \$45481	\$30070 - \$37588
2600	\$187544	\$231254	\$234430	\$37509 - \$46886	\$30999 - \$38749
2700	\$193115	\$238648	\$241394	\$38623 - \$48279	\$31920 - \$39900
2800	\$198640	\$245996	\$248299	\$39728 - \$49660	\$32833 - \$41041
2900	\$204120	\$253301	\$255150	\$40824 - \$51030	\$33739 - \$42174
3000	\$209558	\$260565	\$261948	\$41912 - \$52390	\$34638 - \$43297
3100	\$214956	\$267788	\$268695	\$42991 - \$53739	\$35530 - \$44412
3200	\$220315	\$274973	\$275394	\$44063 - \$55079	\$36416 - \$45520
3300	\$225637	\$282120	\$282046	\$45127 - \$56409	\$37295 - \$46619
3400	\$230922	\$289232	\$288652	\$46184 - \$57730	\$38169 - \$47711

Continued on next page

Table 3: Continued from previous page

Square Feet	Resale Price Actual	New Price Actual	New Price W/Spread	Retail Lot Range	Bulk Lot Range
3500	\$236173	\$296308	\$295216	\$47235 - \$59043	\$39037 - \$48796
3600	\$241390	\$303352	\$301737	\$48278 - \$60347	\$39899 - \$49874
3700	\$246574	\$310363	\$308218	\$49315 - \$61644	\$40756 - \$50945
3800	\$251727	\$317342	\$314659	\$50345 - \$62932	\$41608 - \$52010
3900	\$256850	\$324292	\$321063	\$51370 - \$64213	\$42455 - \$53068
4000	\$261944	\$331211	\$327430	\$52389 - \$65486	\$43296 - \$54121
4100	\$267009	\$338102	\$333761	\$53402 - \$66752	\$44134 - \$55167
4200	\$272046	\$344965	\$340058	\$54409 - \$68012	\$44966 - \$56208
4300	\$277057	\$351801	\$346321	\$55411 - \$69264	\$45794 - \$57243
4400	\$282041	\$358611	\$352551	\$56408 - \$70510	\$46618 - \$58273
4500	\$287000	\$365395	\$358750	\$57400 - \$71750	\$47438 - \$59298
4600	\$291935	\$372154	\$364918	\$58387 - \$72984	\$48254 - \$60317
4700	\$296845	\$378888	\$371056	\$59369 - \$74211	\$49065 - \$61332
4800	\$301732	\$385599	\$377165	\$60346 - \$75433	\$49873 - \$62341
4900	\$306596	\$392287	\$383245	\$61319 - \$76649	\$50677 - \$63346
5000	\$311438	\$398952	\$389298	\$62288 - \$77860	\$51477 - \$64347

Continued on next page

Table 3: Continued from previous page

Square Feet	Resale Price Actual	New Price Actual	New Price W/Spread	Retail Lot Range	Bulk Lot Range
8300	\$461411	\$608800	\$576764	\$92282 - \$115353	\$76266 - \$95333
8400	\$465717	\$614911	\$582146	\$93143 - \$116429	\$76978 - \$96223
8500	\$470012	\$621009	\$587514	\$94002 - \$117503	\$77688 - \$97110
8600	\$474295	\$627096	\$592868	\$94859 - \$118574	\$78396 - \$97995
8700	\$478567	\$633171	\$598208	\$95713 - \$119642	\$79102 - \$98877
8800	\$482828	\$639234	\$603534	\$96566 - \$120707	\$79806 - \$99758
8900	\$487078	\$645286	\$608847	\$97416 - \$121769	\$80509 - \$100636
9000	\$491317	\$651327	\$614146	\$98263 - \$122829	\$81209 - \$101512
9100	\$495546	\$657356	\$619432	\$99109 - \$123886	\$81908 - \$102385
9200	\$499764	\$663375	\$624705	\$99953 - \$124941	\$82606 - \$103257
9300	\$503972	\$669383	\$629965	\$100794 - \$125993	\$83301 - \$104127
9400	\$508170	\$675380	\$635213	\$101634 - \$127043	\$83995 - \$104994
9500	\$512358	\$681366	\$640448	\$102472 - \$128090	\$84687 - \$105859
9600	\$516536	\$687342	\$645671	\$103307 - \$129134	\$85378 - \$106722
9700	\$520705	\$693308	\$650881	\$104141 - \$130176	\$86067 - \$107584
9800	\$524863	\$699263	\$656079	\$104973 - \$131216	\$86754 - \$108443

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Table 3: Continued from previous page

Square Feet	Resale Price Actual	New Price Actual	New Price W/Spread	Retail Lot Range	Bulk Lot Range
9900	\$529013	\$705208	\$661266	\$105803 - \$132253	\$87440 - \$109300
10000	\$533152	\$711144	\$666441	\$106630 - \$133288	\$88124 - \$110155
Averages:	\$299917	\$387440	\$374896	\$59983 - \$74979	\$49573 - \$61966

Juanita Hicks

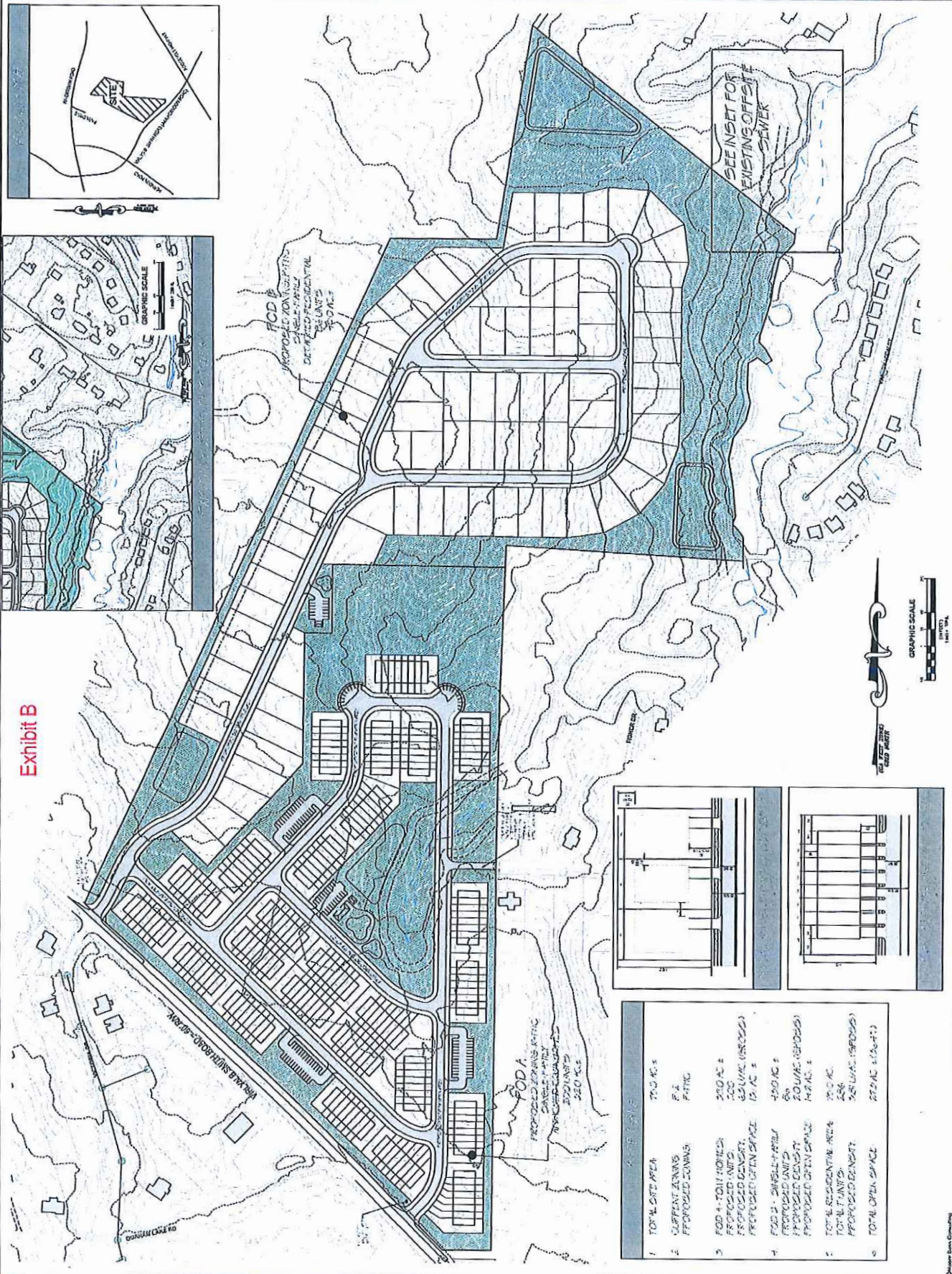
Clerk of Superior Court

Fulton County, Georgia

EXHIBIT "A"

Let, THIS TRACT or parcel of land lying and being in Land Lots 30, 31 and 32 of District 3-F, Fulton County, Georgia and being more particularly described as follows:

beginning at the southeast corner of Land Lot 50 (corner common to Land Lots 47, 49, 50 and 51, District 9-P) and running thence north 86 degrees 19 minutes 00 seconds west along the south line of Land Lot 50, 143.74 feet to a point on the northeasterly right-of-way of Harndon Road; running thence northwesterly along the northeasterly right-of-way of Harndon Road the following courses and distances: north 41 degrees 18 minutes 00 seconds west, a distance of 377.02 feet to a point; north 12 degrees 19 minutes 00 seconds west, a distance of 195.34 feet to a point; north 43 degrees 31 minutes 00 seconds west, a distance of 193.88 feet to a point; north 44 degrees 18 minutes 00 seconds west, a distance of 717.89 feet to a point; thence leaving the right-of-way and running thence north 28 degrees 25 minutes 51 seconds east, a distance of 2,237.87 feet to a point on the north land lot line of Land Lot 50; running thence south 89 degrees 18 minutes 43 seconds east along the north land lot line of Land Lot 50, a distance of 319.88 feet to a point at the corner common to Land Lots 46, 51, 68 and 69; running thence north 03 degrees 18 minutes 16 seconds east along the west land lot line of Land Lot 68, a distance of 400.31 feet to an iron pin found; running thence north 12 degrees 20 minutes 25 seconds east, a distance of 214.64 feet to a point; running thence south 50 degrees 42 minutes 02 seconds east, a distance of 2,003.53 feet to a point; running thence south 37 degrees 30 minutes 29 seconds west, a distance of 100.66 feet to a point; running thence south 07 degrees 41 minutes 00 seconds west, a distance of 96.40 feet to a point; running thence south 05 degrees 13 minutes 00 seconds west, a distance of 130.30 feet to a point; running thence north 38 degrees 54 minutes 00 seconds west, a distance of 54.80 feet to a point; running thence south 03 degrees 12 minutes 00 seconds west, a distance of 112.90 feet to a point; running thence south 13 degrees 18 minutes 00 seconds west, a distance of 222.30 feet to a point; running thence south 06 degrees 38 minutes 00 seconds west, a distance of 213.10 feet to a point; running thence north 86 degrees 14 minutes 32 seconds west, a distance of 717.36 feet to a point on the east land lot line of Land Lot 50; running thence south 05 degrees 33 minutes 25 seconds west along the east land lot line of Land Lot 50, a distance of 470.98 feet to a point on the east land lot line of Land Lot 50; running thence south 03 degrees 59 minutes 00 seconds west along the east land lot line of Land Lot 50, a distance of 1,663.91 feet to a point at the common corner to Land Lots 50, 51, 68 and 69; which point is also the point of beginning, and a tract of 74,777 acres as shown on a survey for Takla, Inc. by Charles C. Jones, Registered Surveyor, No. 1650, dated June 27, 1986.



Re: REZONING ORDINANCE 18RZ-005
Property of Virlyn OSCP, LLC
0 Virlyn B. Smith Road
09F090300500325, 09F090400511180,
09F180300681066 & 09F090300500333
75.9 acres; Land Lot 50, 51, 68 and 69
District 9F,
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA
COUNTY OF FULTON**

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM R-2 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO R-CT (RESIDENTIAL CONDOMINIUM/TOWNHOUSE DISTRICT); TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME:

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from R-2 (Single Family Residential District) to R-CT (Residential Condominium/Townhouse) with the following conditions:

- A. To the owner's agreement to restrict the use of the subject property as follows:
 - 1. Townhouse and Single-Family Residential units at density:
 - a. POD A- Townhouses at no greater than 7.3 units per acre or 232 units, whichever is less; and
 - b. POD B – Single-Family at no greater than 2.0 units per acre or 86 units, whichever is less:
 - 2. The minimum heated floor area for each unit shall be a minimum of 1,200 square feet.
- B. To the owner's agreement to abide by the following:
 - 1. The property shall be developed in substantial conformity with the Zoning Site Plan prepared by Moore Bass Consulting and submitted with the original rezoning

application stamped received July 2, 2018, and attached as Exhibit B. Any determination as to "substantial conformity" shall be made by City staff.

2. Property maintenance shall be accomplished through a condominium or townhouse association in which membership shall be mandatory. Such maintenance shall encompass all individual lots and all common areas that are not contained within the boundaries of individual lots. Such association by-laws shall be subject to approval by the City Administrator and shall be recorded with covenants that shall be subject to approval by the City Administrator.

C. To the owner's agreement to the following site development considerations:

1. Full amenity package including recreation area, swimming pool and club house.
2. Exterior materials of the front façade shall be a minimum of twenty-five percent (25%) brick or stone. Vinyl siding, aluminum, stucco (EIFS) and veneers shall be prohibited.
3. Two car garages shall be provided for 20% of the townhouse units and the remaining 80% of townhouses shall have one car garages. Garages shall be a combination of front and rear alley access.
4. A minimum of 20 percent of the total lot area shall be reserved for open space. Detention facilities shall not be included in the open space calculation.
5. Sidewalks on all street frontages shall be a minimum of five-feet and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards and City of Fairburn development standards. Five-foot sidewalks shall be provided along both sides of internal streets throughout the development and shall be designed to provide inter-connectivity to amenities areas.
6. Pedestrian-scale street lighting shall be provided along both sides of internal streets throughout the development.
7. All utilities shall be installed underground throughout the project area.
8. Turning lanes shall be required to meet projected traffic demand and/or safe operations, as determined by the City Engineer. When provided, turning lanes shall meet the following criteria:
 - a. Provide not less than 150 feet of storage length for arterial roadways.
Provide not less than 100 feet of storage length for collector roadways.
 - b. Provide taper lengths of not less than 100 feet.
 - c. Longer storage and taper lengths may be required when traffic projections indicate they are justified.

9. Commercial driveways/concrete aprons shall be required at entrances to delineate public from private. Commercial drives need to extend a minimum of 12 feet from the edge of pavement or to the right-of-way.

10. A maximum number of 125 residential units shall be allowed per street outlet to a public street.

11. The Developer shall construct roadway improvements (pavement, signing, striping, curb and gutter and drainage) along the existing road across the entire property frontage at no cost to the City.

12. The Developer shall install a canopy or understory tree in the front yard of each single-family lot. Both front and rear yards shall be sodded.

Section 2. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 3. That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 4. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 5. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 24th day of September, 2018 and continued until the October 22, 2018 meeting and continued until the November 26, 2018 meeting.

Section 6. This Ordinance shall become effective on November 26, 2018.

Section 7. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 26th day of November, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Keshia McCullough, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Police Department Vehicle Purchase / Vehicle Surplus

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

Submitted: 11/13/2018 Work Session: 11/26/2018 Council Meeting: 11/26/2018

DEPARTMENT: Police

BUDGET IMPACT: \$107,311-Included in Police Department's FY19 (October 2018-September 2019) Budget
\$88,581 from 100-3200-54-2200; \$18,730 from 100-3200-54-2500

PUBLIC HEARING? () Yes (X) No+

PURPOSE: The Police Department is requesting approval for the purchase of three (3) new vehicles and additional approval to dispose of five (5) older vehicles through surplus.

HISTORY: The Police Department is requesting approval for the purchase of three (3) new vehicles. Two of these vehicles will be Ford Explorers and one will be a Chevrolet Tahoe. The total cost for the new vehicles and outfitting the new vehicles with police equipment is \$107,311.00.

The Police Department is further requesting approval to dispose of five (5) older vehicles via the surplus program. The units are as follows: (1) 2006 Ford Crown Victoria, (2) 2008 Ford Crown Victoria, (1) 2010 Dodge Charger, and (1) 1998 GMC Safari Van.

FACTS AND ISSUES: Vehicles will be purchased under state contract.

RECOMMENDED ACTION: Approval to purchase three (3) new vehicles and dispose of five (5) through the surplus program.


Elizabeth Carr-Hurst, Mayor



Fairburn Police Department

Stoney Mathis

Chief of Police

191 SW Broad Street
Fairburn, GA 30213

Phone: 770-964-1441
Fax: 770-774-7908



DATE: 11-13-2018
TO: Chief Mathis
FROM: Lt. T. Williams
SUBJECT: Agenda Items for Council Meeting 11-26-18

Hardy Chevrolet (Ga. State Wide Contract 40199-409)
2019 Chevrolet Tahoe Pursuit
Cost: \$ 32,893.00

Install/Police Equipment Quotes:

- 144th Marketing Group, LLC.
 - \$ 3,930.00
- Trans Comm Service
 - \$ 4,274.00
- Mobile Communications
 - \$ 5,315.00

Total Cost: \$32,893.00 + \$3,930.00 = \$ 36,823.00

Wade Ford (Ga. Statewide Contract ES-RFR-40199-409)
Ford Explorer AWD Pursuit Utility PI
Cost: \$ 27,844.00

Install/Police Equipment Quotes:

- 144th Marketing Group, LLC.
 - \$ 7,400.00
- Trans Comm Service
 - \$ 8,164.00
- Mobile Communication
 - \$ 9,820.00

Total Cost Per Unit: \$27,844.00 + \$7,400.00 = \$ 35,244.00

\$35,244.00 x 2 Units = \$ 70,488.00

Total cost of 3 vehicles with added police equipment and install: \$107,311.00



Fairburn Police Department

Stoney Mathis

Chief of Police

191 SW Broad Street
Fairburn, GA 30213

Phone: 770-964-1441
Fax: 770-774-7908



Surplus Vehicle List:

- **Marked Unit No: 255**
 - Year: 2006
 - Make: Ford
 - Model: Crown Vic. PI
 - VIN: 2FAFP71W96X127802
- **Marked Unit No: 271**
 - Year: 2008
 - Make: Ford
 - Model: Crown Vic. PI
 - VIN: 2FAFP71VX8X141377
- **Marked Unit No: 274**
 - Year: 2008
 - Make: Ford
 - Model: Crown Vic. PI
 - VIN: 2FAFP71V68X141375
- **Marked Unit No: 284**
 - Year: 2010
 - Make: Dodge
 - Model: Charger
 - VIN: 2B3AA4CT5AH148013
- **Unit Number: 9133**
 - Year: 1998
 - Make: GMC
 - Model: Safari Van
 - VIN: 1GTDL19W1WB539133

Hardy Chevrolet
2019 Chevrolet Tahoe Pursuit
Juan Lizano, Fleet Sales

2019 Chevrolet Tahoe Pursuit			\$ 32,136.00
Std. Equipment: V8 · Auto · A/C · AM/FM/BT · Power windows · locks · mirrors · Power drivers seat · cloth bucket seat w/ no console · vinyl rear seat · tilt steering wheel · cruise control · remote keyless entry · vinyl floor covering · rear view camera · aux. battery			
Available options:	place "x" if desired		
Admin pkg. (Aluminum wheels • Carpet • Bucket Seats • Remote Start)		\$1,140.00	\$
Inoperable inside door handle • windows • locks		\$172.00	\$
Red / White front aux. dome light		\$179.00	\$
4 x 4 Drive train (5W4 Special Service)		\$2,969.00	\$
4 x 4 Drive Train (Pursuit)		\$3,606.00	\$
6 extra key fobs / keys		\$109.00	\$
Spotlamp (non LED)		\$408.00	\$
Spotlamp LED	x	\$584.00	\$ 584.00
Carpet flooring w/mats (included w/admin)	x	\$173.00	\$ 173.00
Grill lamp & Siren speaker wiring		\$193.00	\$
Delivery		\$150.00	\$
Ext Color: Siren Red _____ extra charge		\$500.00	\$
Black _____ White _____			
Silver Ice _____ Satin Steel _____	Silver Ice		
Pepperdust _____			
Blue Velvet _____ Shadow Gray _____			
Total per unit			\$ 32,893.00
Number of units			0
Total purchase order			\$ -

SWC 40199-409

jlizano@hardyautomotive.com
phone 770-445-9411 x 198 fax 770-445-9659



144th Marketing Group, LLC
611 Highway 74 South
Suite 3000
Peachtree City, GA 30269

Estimate

Date	Estimate #
10/26/2018	105180

Good for 90 days

Name / Address
Fairburn Police Department 191 SW Broad Street Fairburn, GA 30213

Item	Description	Qty	Rate	Total
	2019 Admin Tahoe			
36-53805	Westin Push Bumper - 2015 Tahoe	1	320.00	320.00
36-53805PB	Westin Pit Bar Elite - 2015 Tahoe	1	240.00	240.00
36-53805W	Westin Wraps - 2015 Tahoe	1	140.00	140.00
36-6015	Westin No Light Channel - Tahoe	1	25.00	25.00
C3100TH15	Speaker for 2015 Tahoe	1	140.00	140.00
920-10TH	Tahoe Wig-Wag	1	55.00	55.00
MR6FM-B	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue LEDs	6	60.00	360.00
XT6LBKT	Universal XT6 L-Bracket 90 Degree	4	5.00	20.00
3892L6	CODE 3/Mastercom Light and Siren Control	1	350.00	350.00
425-2969	Faceplate with 3-12 Volt Power Outlets	1	25.00	25.00
SV77MCTH15	SuperVisor® TS, (6) TRS18 Multi-Color Torus™ Modules, Tahoe (2015+) Blue flash, cruise, and white flood.	1	750.00	750.00
425-3704	Dual ABS Cupholder	1	35.00	35.00
425-6260	JOTTO-Armrest	1	40.00	40.00
425-6268	Tahoe 15+ with Locking Lid (20" FP/28" FLP)	1	445.00	445.00
Misc	800 Motorola antenna	1	40.00	40.00
75882	Stinger DS LED HP 120V AC/12V DC Piggyback	1	135.00	135.00
Labor	Installation of above equipment, customer supplied radio. XTL2500. 800mhz	8	85.00	680.00
Shipping	Shipping	1	130.00	130.00
			Subtotal	\$3,930.00
Phone #	770-631-2937	Fax #	770-631-2938	Sales Tax (0.0%) \$0.00
www.144thmarketinggroup.com			Total	\$3,930.00



105 Manley Rd Griffin, GA 30223
phone(770)227-2200 fax(770)227-2860

Proposal

Customer: Fairburn Police Dept

Name: Lt. Toney Williams

Address:

City/St/Zip:

Re: equipment & installation for a 2019 Chevy Tahoe

email: twilliams@fairburn.com

Date: 10/29/2018

Quote # 15610

Quantity	DESCRIPTION	Price	TOTAL
1	36-53805 - Westin Push Bumper EliteXD Tahoe 15+	\$365.00	\$ 365.00
1	36-53805PB - Westin Pit Bar EliteXD Tahoe 15+	\$285.00	\$ 285.00
1	36-53805W - Westin Wing Wrap EliteXD Tahoe 15+	\$175.00	\$ 175.00
1	36-6015 - Westin Solid Channel	\$25.00	\$ 25.00
1	C3100TH15 - Code3 100W Speaker Tahoe 15+	\$155.00	\$ 155.00
1	920-10TH - Code3 Plug in Flasher Tahoe	\$45.00	\$ 45.00
6	MR6-B - Code3 Surface Mount LED Blue	\$65.00	\$ 390.00
4	XT6LBKT - Code3 L Bracket	\$7.50	\$ 30.00
1	3892L6 - Code3 MasterCom Siren	\$315.00	\$ 315.00
1	425-2969 - Jotto Desk (3)DC Outlets in 3" Faceplate	\$35.00	\$ 35.00
1	SV77MCTH15 - Code3 Multi Color SuperVisor Bar Blue/White	\$725.00	\$ 725.00
1	425-3704 - Jotto Desk Dual ABS Cup Holder	\$35.00	\$ 35.00
1	425-6260- Jotto Desk Armrest	\$40.00	\$ 40.00
1	425-6268 - Jotto Desk Console w/Locking Lid	\$495.00	\$ 495.00
1	HAF4013 - Antenna & coax for 800 radio	\$50.00	\$ 50.00
1	75882 Streamlight Stinger DS HPL w/Piggyback Charger	\$149.00	\$ 149.00
			\$ -
			\$ -
Services	DESCRIPTION	Price	TOTAL
1	Labor to install the above listed equipment and a customer owned 800mHz radio into a 2019 Tahoe	\$810.00	\$ 810.00
1	Shipping	\$150.00	\$ 150.00
TOTAL			\$ 4,274.00

Mike Merrick

Phone:(770)227-2200 Web:www.Transcommsservices.com email:mike@transcommsservices.com



**MOTOROLA
SOLUTIONS**
Premier Service Partner



**MOTOROLA
SOLUTIONS**
Radio Solutions Channel Partner

5201 Hamilton Road Columbus, GA 31904
phone(706)563-7878 fax(706)257-4115

Proposal

Customer: Fairburn Police Department

Name: Toney Williams

Address:

City/St/Zip:

Phone:

email: twilliams@fairburn.com

Date: 10/22/2018

Quote Number:

Quote Description: 2018 Tahoe

This estimate is good for 30

days from the date shown

above. Prices quoted are for
quantities shown.

Quantity	DESCRIPTION	T	Price	TOTAL
1	SIFMS - Front Dual Color Interior Lightbar		\$2,695.00	\$ 2,695.00
1	SIFRS - Rear Dual Color Interior Lightbar		inc	
1	SSP2000B,ES100C,ESB-TAH17ND; Siren,Speaker,Brkt		inc	
2	MPSW9-BW Dual Color Wide Angle LED		\$165.00	\$ 330.00
1	MPSW9-TAH15MIR		\$45.00	\$ 45.00
1	425-6268		\$650.00	\$ 650.00
1	425-6411		\$95.00	\$ 95.00
1	425-3704		\$65.00	\$ 65.00
1	425-6164		\$85.00	\$ 85.00
1	425-1485		\$55.00	\$ 55.00
1	HAF4013		\$85.00	\$ 85.00
1	SL-75882		\$165.00	\$ 165.00
				\$ -
				\$ -
				\$ -
Services	DESCRIPTION		Price	TOTAL
1	Labor to Install Above Equipment		\$960.00	\$ 960.00
1	Shipping		\$85.00	\$ 85.00
				\$ -
			PARTS TOTAL	\$ 4,270.00
			SERVICES	\$ 1,045.00
			TRIP FEE	\$ -
			TOTAL	\$ 5,315.00

Tommy Taylor

phone:(706)681-0235 web:www.callmc.com email:tommytaylor@callmc.com



GA Statewide Contract ES-RFR-40199-409

Pursuit Utility Vehicle (Explorer) All Wheel Drive

3.7L V6, CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRRORS/DRV SEAT, PURSUIT RATED TIRES

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080

(678) 385-3452 FAX (770) 433-2412 email jdavis@wade.com

Mar-18

Code	Vehicle Options	Total	Code	Added Equipment	Total	
	99T 3.5L V6 EcoBoost Engine	3,227.00	0.00	66A Head Light Solution	834.00	0.00
	86L Automatic Headlights	112.00	0.00	66B Tail Light Solution	416.00	0.00
1	86P Headlight Housing	120.00	120.00	66C Rear Lighting Solution	446.00	0.00
1	86T Taillight Housing	59.00	59.00	67G Cargo Wiring Upfit Pkg	1,314.00	0.00
	51PW Spotlight Prep (1,2)	136.00	0.00	67H Ready for Road Pkg	3,344.00	0.00
	51YZ Regular Spot Light (1,2)	210.00	0.00	67U Ultimate Wiring Pkg	540.00	0.00
1	51TV LED Spot Light (1,2) Whelen	411.00	411.00	60A Pre Wire Grille	49.00	0.00
1	43D Dark Car	19.00	19.00	47C Front Wire Connector Kit	102.00	0.00
	47A Engine Idle Feature	255.00	0.00	21P Rear Wire Connector Kit	127.00	0.00
1	17T Red Cargo Dome Lamp	49.00	49.00	63L Marker Lights	563.00	0.00
	65U Interior Upgrade	382.00	0.00	63B Side Marker Lights	285.00	0.00
	16C Carpet w/ Mats	122.00	0.00	21L Front Aux Warn Light	540.00	0.00
	88F 2nd Row Cloth Seats	59.00	0.00	21W Front Pocket Warn Light	626.00	0.00
	87P Power Passenger Seat	310.00	0.00	96W Windshield Warning Lights	1,092.00	0.00
1	17A Dual AC w/ Front Controls	597.00	597.00	96T Rear Spoiler Warning Lights	1,371.00	0.00
	64E Painted Aluminum Wheels	465.00	0.00	18X 100 Watt Siren Speaker	294.00	0.00
	65L Full Wheel Covers	59.00	0.00	52B Enhanced TPU Cooler	2,865.00	0.00
	53M SYNC Hands Free System	288.00	0.00	16D Badge Delete	0.00	0.00
	61RS Steering Wheel Switches	153.00	0.00	91A Two Tone Vinyl (roof doors)	821.00	0.00
	59* Keyed Alike	49.00	0.00	xx blue/blue	41.00	0.00
	55F Keyless Remote (4 total)	382.00	0.00			0.00
	593 Perimeter Alarm (req 55F)	117.00	0.00	AW A/W Mats	0.00	0.00
	87R Camera Monitor in Mirror	0.00	0.00			0.00
	19L Lockable Gas Cap	20.00	0.00			0.00
	76R Reverse Sensing	269.00	0.00	CB1 Standard Cop Box Installed	1,995.00	0.00
1	60R Noise Suppression Bonds	98.00	98.00	SB1 Standard Scale Box Installed	2,395.00	0.00
1	549 Heated Mirrors	59.00	59.00			0.00
	55B BLIS (Blind Spot Alert)	533.00	0.00	94D Telematics 1 year	1,077.00	0.00
	63V Cargo Storage Vault	239.00	0.00	94E Telematics 3 year	2,291.00	0.00
	942 Daytime Running Lights	43.00	0.00	94F Telematics 5 year	3,442.00	0.00
	43L Silent Mode (req 942)	19.00	0.00			0.00
	68Z Roof Rack	152.00	0.00			0.00
1	68G Rear Door Handle/Lock Inop	34.00	34.00			0.00
	52P Hidden Lock Plunger	157.00	0.00	PRO 20 GGE STAG Propane Fuel	9,990.00	0.00
1	18W Rear Window Inop	25.00	25.00	System. Installed Complete		0.00
	90DE Ballistic Doors Lvl 3 (1,2)	1,553.00	0.00	CNG 8.2 GGE STAG CNG Fuel	9,990.00	0.00
	90FG Ballistic Doors Lvl 4 (1,2)	2,365.00	0.00	System. Installed complete		0.00
	41H Engine Block Heater	88.00	0.00		DELIVERY	0.00

PAINT COLORS				
YZ	Oxford White	Vermillion Red	E4	
UM	Black	Light Blue Metallic	LN	
BU	Medium Brown Metallic	Blue Metallic	FT	
E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	
HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
J1	Kodiak Brown Metallic	Ingot Silver Metallic	UX	
JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650	
LK	Dark Blue	Dark Forest Green (VSO)	7606	
LM	Royal Blue	Emerald Green (VSO)	7862	

VSO Special Paint add 950.00

Base Vehicle	\$26,373.00
Total Chassis Options	\$1,471.00
Total Body Options	
VSO Paint	
Delivery Zone	
Total	\$27,844.00
X2	\$55,688.00

Agency Contact	Lt. T. Williams
Phone	404-427-1735
Agency	Fairburn PD
Address	191 Sw Broad St.
	Fairburn, Ga. 30213



144th Marketing Group, LLC
611 Highway 74 South
Suite 3000
Peachtree City, GA 30269

Estimate

Date	Estimate #
10/28/2018	105185

Good for 90 days

Name / Address
Fairburn Police Department 191 SW Broad Street Fairburn, GA 30213

Item	Description	Qty	Rate	Total
	Patrol Build PIU			
21TR47MC	47" 21TR lighbar BYO model with multi color light heads full flood	1	1,325.00	1,325.00
3492L6	Xcel™ Siren, 12v, w/Light Control & Hard-wired Mic	1	320.00	320.00
C3100U	CODE 3/C3100 Speak with Universal Brackets	1	135.00	135.00
MR6MC-BW	MR6 multi color LED, Hood or Flush Mount (Hardware included)	4	70.00	280.00
	Flood PBX			
MR6FM-BW	SURFACE MOUNT or FLUSH MOUNT (Grommet* sold separately), Blue/White LEDs	2	60.00	120.00
M180S-B	Intersection/Mirror/Puddle Light, Center Section LED Blue Mirror	2	75.00	150.00
BSM-BKT-PIU	M180 Intersection Light Bracket, Below Side Mirror, PIU Mirror	1	25.00	25.00
HB4PAK-B	4-LED Low Profile Hide-A-Way, Blue front and rear bumper	2	115.00	230.00
HB6PAK-PI-W	HIDEABLAST 6PAK WHITE TWIST LOCK-FORD PI SEDAN & SUV tail lights	2	60.00	120.00
MR6FM-A	MR6FM-BA Blue Amber for tag and rear bumper. not sure on qty needed.	4	60.00	240.00
36-2055	2016 Ford PI Utility Push Bumper	1	240.00	240.00
36-2055PB	2016 Ford PI Utility Pit Bar	1	240.00	240.00
36-2055W	2016 Ford PI Utility Upper Wings	1	90.00	90.00
36-6005C2CH	Westin MR6 2-Light Channel	1	25.00	25.00
425-6473	Ford PI Utility (2016+) Integrated Pentax/Brother Contour Console - IPBCC	1	360.00	360.00
425-3841	Hinged Armrest	1	100.00	100.00
425-3704	Dual ABS Cupholder	1	35.00	35.00
425-5542/4143	Console Computer Side Mount	1	350.00	350.00
475-0304	Space Creator - High Security/High Visibility Window	1	560.00	560.00
475-1109	Side Curtain Airbag Compliant Cargo Barrier (CB4) - Ford Police	1	350.00	350.00
	Interceptor Utility (2016+)			
475-0309	PI Utility 13+ Window Armor (Bar Style)	1	215.00	215.00
Misc	BR930USB power point	1	30.00	30.00
			Subtotal	
Phone #	770-631-2937	Fax #	770-631-2938	Sales Tax (0.0%)
www.144thmarketinggroup.com			Total	



144th Marketing Group, LLC
 611 Highway 74 South
 Suite 3000
 Peachtree City, GA 30269

Estimate

Date	Estimate #
10/28/2018	105185

Good for 90 days

Name / Address
Fairburn Police Department 191 SW Broad Street Fairburn, GA 30213

Item	Description	Qty	Rate	Total
Misc	400 Watt inverter	1	50.00	50.00
PJ22	Pocket Jet Brother Printer	1	315.00	315.00
75882	Stinger DS LED HP 120V AC?12V DC Piggyback	1	135.00	135.00
Tint Premium - 2 Roll-ups	3M Tint Premium - 2 Roll-ups only	1	80.00	80.00
Antenna	HAF4013 Antenna	1	45.00	45.00
Antenna	HAE4003 Antenna	1	20.00	20.00
Labor	Installation of above equipment and customer supplied radios	12	85.00	1,020.00
Shipping	Shipping varies based and qty ordered. Please let us know if this is for more than one car.	1	195.00	195.00
			Subtotal	\$7,400.00
Phone #	770-631-2937	Fax #	770-631-2938	Sales Tax (0.0%) \$0.00
www.144thmarketinggroup.com			Total	\$7,400.00



105 Manley Rd Griffin, GA 30223
phone(770)227-2200 fax(770)227-2860

Proposal

Customer: Fairburn Police Dept

Name: Lt. Toney Williams

Date: 11/8/2018

Address:

Quote # 15624

City/St/Zip:

Re: equipment & installation for a 2019 Ford PI Utility

email: twilliams@fairburn.com

Quantity	DESCRIPTION	Price	TOTAL
1	21TR47MC -Code3 47" 21TR Dual Color LED Lightbar w/full flood	\$1,225.00	\$ 1,225.00
1	3492L6 - Code3 Xcel Siren	\$320.00	\$ 320.00
1	C3100U -Code3 100-watt speaker w/bracket	\$150.00	\$ 150.00
4	MR6MC-BW - Code3 Multi Color LED on PB Light Channel Blue/White W/Flood	\$75.00	\$ 300.00
2	MR6-BW - Code3 Split Color LED Blue/White (Inside Headlight)	\$65.00	\$ 130.00
2	M180S-B - Code3 Intersection, Takedown, Puddle Light - Blue/White	\$110.00	\$ 220.00
1	BSM-BKT-PIU - Code3 Below Side Mirror Bracket Kit	\$30.00	\$ 30.00
2	HB4PAK-B - Code3 4-LED Hide-a-Way Blue (Side of OEM Bumper Front & Rear)	\$135.00	\$ 270.00
2	HB6PAK-PI-W - Code3 6-LED Twist Lock Hide-a-Blast - White (Inside Tail light)	\$65.00	\$ 130.00
4	MR6-BA - Code3 Split Color LED Blue/Amber (Tag & Rear Bumper)	\$65.00	\$ 260.00
1	36-2055 - Westin PI Utility 2018 Center Push Bumper	\$285.00	\$ 285.00
1	36-2055PB - Westin PI Utility 2018 PIT Bar	\$300.00	\$ 300.00
1	36-2055W - Westin PI Utility 2018 Wing Wraps	\$135.00	\$ 135.00
1	36-6005C2CH - Westin 2 MR6 Light Channel	\$30.00	\$ 30.00
1	425-6473 - Jotto Desk Console PI Utility 16+ IPBCC Console	\$375.00	\$ 375.00
1	425-3841 - Jotto Desk Side Hinged Armrest	\$110.00	\$ 110.00
1	425-3704 - Jotto Dual ABS Cup Holder	\$35.00	\$ 35.00
1	425-5542/4143 - Jotto Desk Computer Side Mount w/A-Mod Desktop	\$395.00	\$ 395.00
1	475-0304 - Patriot Space Saver Partition w/SHSV Window	\$595.00	\$ 595.00
1	475-1109 - Patriot Prisoner Cargo Barrier (CB4)	\$375.00	\$ 375.00
1	475-0309 - Patriot Bar Style Window Armor	\$225.00	\$ 225.00
1	BR930USB - Quad Accessory Outlet Box with Lighted On/Off switch	\$45.00	\$ 45.00
1	327768 - Samlex 450W Inverter	\$60.00	\$ 60.00
1	Brother Printer Pocket Jet 7 w/USB & Power Cables	\$425.00	\$ 425.00
1	75882 Streamlight Stinger DS HPL w/Piggyback Charger	\$149.00	\$ 149.00

1	Premium Window Tint - Front 2 windows only (legal 32%)	\$80.00	\$ 80.00
1	HAF4013 - antenna & coax for 800 radio	\$50.00	\$ 50.00
1	UHF HAE4003 antenna w/coax	\$25.00	\$ 25.00
Services	DESCRIPTION	Price	TOTAL
1	Labor to install the above listed equipment and a customer owned 800mHz & UHF radios into a 2018 PI Utility	\$1,260.00	\$ 1,260.00
1	Shipping	\$175.00	\$ 175.00
TOTAL			\$ 8,164.00
Mike Merrick Phone:(770)227-2200 Web:www.Transcommservices.com email:mike@transcommservices.com			



phone(706)563-7878 fax(706)257-4115

Proposal

Customer: Fairburn PD
Name: Toney Williams
Address: _____
City/St/Zip: _____
Phone: twilliams@fairburn.com

Date: 10/22/2018
Quote #: _____
Quote Description: 2018 PI Utility
This estimate is good for 30
days from the date shown.

Quantity	DESCRIPTION	T	Price	TOTAL
1	ATGL45-DC-PKG Lightbar,Siren,Speaker,Bracket Kit		\$2,295.00	\$ 2,295.00
4	MPS620U-BW		\$105.00	\$ 420.00
2	MPS652-BW		\$105.00	\$ 210.00
2	MPSW9-BW		\$150.00	\$ 300.00
1	MPSMW9-FPIU13MIR		\$35.00	\$ 35.00
4	416300-B		\$75.00	\$ 300.00
1	416810-WW		\$190.00	\$ 190.00
1	PBX05,PBXW-FPIU16,PBX-PIT05,PBX-TC4L-3		\$950.00	\$ 950.00
1	425-6473		\$395.00	\$ 395.00
1	425-3841		\$145.00	\$ 145.00
1	425-3704		\$65.00	\$ 65.00
1	425-5542/4143		\$450.00	\$ 450.00
1	475-0304		\$625.00	\$ 625.00
1	475-1109		\$450.00	\$ 450.00
1	BR930USB		\$65.00	\$ 65.00
1	327768		\$85.00	\$ 85.00
1	PJ7		\$550.00	\$ 550.00
1	SL75882		\$195.00	\$ 195.00
1	Window Tint		\$125.00	\$ 125.00
1	HAF4013 800 MHz Antenna		\$75.00	\$ 75.00
1	425-0309		\$295.00	\$ 295.00
1	Shipping of Above Equipment		\$200.00	\$ 200.00
				\$ -
				\$ -
			SUBTOTAL	\$ 8,420.00
			LABOR	\$ 1,400.00
			TOTAL	\$ 9,820.00

Tommy Taylor

phone:(706)681-0235 web:www.callmc.com email:tommytaylor@callmc.com



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Fire Department Vehicle Purchase

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

Submitted: 11/15/2018

Work Session: 11/26/2018

Council Meeting: 11/26/2018

DEPARTMENT: Fire

BUDGET IMPACT: \$36,793.44 -Included in Fire Department's FY19 (October 2018-September 2019) Budget
\$36,056 from 100-3500-54-2200; \$737.44 from 100-3500-53-1700

PUBLIC HEARING? () Yes (X) No

PURPOSE: The Fire Department is requesting approval to use budgeted funds in the FY19 Budget to purchase a 2019 Chevrolet Tahoe Pursuit vehicle. The price of the vehicle is \$32,815.00. This amount covers only the price of the vehicle and not the necessary equipment and outfitting. The purchase of the vehicle is being made using state contract pricing. Three quotes were obtained for outfitting the vehicle and the least expensive quote was in the amount \$3,978.44 from West Chatham Warning Devices. The cost of outfitting the vehicle will be paid for from unused budgeted funds for the vehicle.

HISTORY: This vehicle will replace the Fire Chief's car, a 2009 Dodge Charger with approximately 200,000 miles. The recommended life of a command vehicle is 70,000 miles. Additionally, the Charger will need a new motor due to an oil leak and a new front-end suspension; it is not suitable for continued use as a command vehicle.

RECOMMENDED ACTION: Approval to use budgeted funds for the purchase of a 2019 Chevrolet Tahoe Pursuit vehicle and to use West Chatham Warning Devices for the outfitting of the vehicle.


Elizabeth Carr-Hurst, Mayor

Hardy Chevrolet
2019 Chevrolet Tahoe Pursuit
Juan Lizano, Fleet Sales

2019 Chevrolet Tahoe Pursuit			\$ 32,136.00
Std. Equipment: V8 · Auto · A/C · AM/FM/BT · Power windows · locks · mirrors · Power drivers seat · cloth bucket seat w/ no console · vinyl rear seat · tilt steering wheel · cruise control · remote keyless entry · vinyl floor covering · rear view camera · aux. battery			
Available options:	place "x" if desired		
Admin pkg. (Aluminum wheels • Carpet • Bucket Seats • Remote Start)		\$1,140.00	\$
Inoperable inside door handle • windows • locks		\$172.00	\$
Red / White front aux. dome light	x	\$179.00	\$ 179.00
4 x 4 Drive train (5W4 Special Service)		\$2,969.00	\$
4 x 4 Drive Train (Pursuit)		\$3,606.00	\$
6 extra key fobs / keys		\$109.00	\$
Spotlamp (non LED)		\$408.00	\$
Spotlamp LED		\$615.00	\$
Carpet flooring w/mats (included w/admin)		\$173.00	\$
Grill lamp & Siren speaker wiring		\$193.00	\$
Delivery		\$150.00	\$
Ext Color: Victory Red ___X___ extra charge	x	\$500.00	\$ 500.00
Black_____ White _____			
Silver Ice_____ Satin Steel _____			
Pepperdust _____			
Blue Velvet _____ Shadow Gray _____			
Total per unit			\$ 32,815.00
Number of units			0
Total purchase order			\$ -

SWC 40199-409

jlizano@hardyautomotive.com
phone 770-445-9411 x 198 fax 770-445-9659

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369Customer No.: FAIRBURNFD
Quote No.: 77055Quote To: **CITY OF FAIRBURN FD**
PO BOX 145
FAIRBURN, GA 30213Ship To: ****Griffin Install****

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
11/08/18	griffin install	Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		SANDY SIMMONS	12/08/18	
Quantity	Item Number	Description	Unit Price	Amount
2019 TAHOE				
1	WHE-IX45UFX	Inner Edge 12-3 led 2p No td 15-18 Tahoe/Suburban, * RED/WHITE STRIPED *	634.20	634.20
2	WHE-IOND	ION LED, BLK HOU, RED/CLEAR GRILL	80.00	160.00
1	WHE-M4CT15B	Fog Light Mt Kit (pair) Blk 15-18 Tahoe	42.60	42.60
2	WHE-M4D	M4 LED FLASHER WHITE/RED	140.40	280.80
1	WHE-ISTRAY8	RTX INNER EDGE REAR FACING 8 SOLO LED **R-W-R-W-R-W-R-W & VEHICLE 1E #	686.40	686.40
1	WHE-IE45UR8	UPPER REAR HOUSING 6/8 MOD 15-18 TAHOE/SUBURBAN Order w/ Tray	0.00	0.00
2	WHE-IOND	ION LED, BLK HOU, RED/CLEAR REAR CARGO SIDE WINDOWS	80.00	160.00
1	WHE-SSFPOS16	Headlight/Taillight Flasher	64.20	64.20
1	WHE-295SLSA6	295SLSA6 Siren/Light control	325.00	325.00
1	WHE-SA315P	Speaker 100 watt	140.00	140.00
1	WHE-SAK63P	SA-315 MT KIT Pass Side 17-18 Tahoe	0.00	0.00
1	HAV-C-VS-1013-TAH-1	VS-1013-TAH-1 23" (10F+13 R) 15-18 TAHOE Inc 2 12v outle *Spec Filler Plates ** Includes 2" plate C-EB20-USD-1P for mounting OEM 12 volt socket and aux input module (uses 2" of internal console space in front 10" section)	326.27	326.27
1	HAV-C-CUP2-I	CUP2-I Int Dual Cupholder 4"	31.79	31.79

Thank You

WEST CHATHAM WARNING DEVICES2208 GAMBLE RD
SAVANNAH, GA 31405

PHONE (912) 234-2600

FAX (912) 238-1369

Quote

Customer No.: FAIRBURNFD

Quote No.: 77055

Quote To: **CITY OF FAIRBURN FD**
PO BOX 145
FAIRBURN, GA 30213Ship To: ****Griffin Install****

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
11/08/18	griffin install	Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		SANDY SIMMONS	12/08/18	
Quantity	Item Number	Description	Unit Price	Amount
1	HAV-C-LP-3	2 Plate w/Three 12VDC Lighter Outlets	33.31	33.31
1	HAV-C-ARM-103	ARM-103 Armrest Top Mt Lg	89.37	89.37
1	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	19.50	19.50
2	WHE-IOND	ION LED, BLK HOU, RED/CLEAR TAG	80.00	160.00
1	LABOR	Labor LABOR TO INSTALL ABOVE EQUIPMENT & C/S RADIO, ANTENNA AND COAX	825.00	825.00
Quote subtotal				3978.44
Quote total				3978.44

Thank You



105 Manley Rd Griffin, GA 30223
phone(770)227-2200 fax(770)227-2860

Proposal

Customer: Fairburn Fire Dept

Name: Chief Robinson

Date: 11/15/2018

Address:

Quote # 111518a

City/St/Zip:

Re: equipment & installation for a 2019 Chevy Tahoe

email: corobinson@fairburn.com

Quantity	DESCRIPTION	Price	TOTAL
1	BSM-BKT-TH - Under Mirror Bracket	\$30.00	\$ 30.00
2	Code 3 M180SMCRW - Under mirror 180 LED	\$110.00	\$ 220.00
1	C3100TH15 - Code3 100W Speaker Tahoe 15+	\$155.00	\$ 155.00
1	920-10TH - Code3 Plug in Flasher Tahoe	\$45.00	\$ 45.00
6	MR6MC- RW - Code3 Surface Mount LED Red/White (4 Grill, 2 Tag)	\$80.00	\$ 480.00
4	XT6LBKT - Code3 L Bracket	\$7.50	\$ 30.00
1	3492L6 - Code3 Excel Siren	\$350.00	\$ 350.00
1	425-2969 - Jotto Desk (3)DC Outlets in 3" Faceplate	\$35.00	\$ 35.00
1	SV77MCTH15 - Code3 Multi Color SuperVisor Bar Red/White	\$725.00	\$ 725.00
1	425-3704 - Jotto Desk Dual ABS Cup Holder	\$35.00	\$ 35.00
1	425-6260- Jotto Desk Armrest	\$40.00	\$ 40.00
1	425-6268 - Jotto Desk Console w/Locking Lid	\$495.00	\$ 495.00
1	HAF4013 - Antenna & coax for 800 radio	\$50.00	\$ 50.00
2	W6RW - Wildcat Corner LED R/W - Front	\$70.00	\$ 140.00
1	FN0616D - Rear lightstick R/W	\$435.00	\$ 435.00
Services	DESCRIPTION	Price	TOTAL
1	Labor to install the above listed equipment and a customer owned 800mHz radio into a 2019 Tahoe	\$810.00	\$ 810.00
1	Shipping	\$75.00	\$ 75.00
TOTAL			\$ 4,150.00
Mike Merrick Phone:(770)227-2200 Web:www.Transcommservices.com email:mike@transcommservices.com			



5201 Hamilton Road Columbus, GA 31904
phone(706)563-7878 fax(706)257-4115

Proposal

Customer: Fairburn Fire Department

Date: 11/15/2018

Name: Chief Robinson

Quote Expiration: 12/22/2018

Address:

Quote Description: 2018 Tahoe

City/St/Zip:

Phone:

email: corobinson@fairburn.com

The Proposal provided is valid until
the date listed above unless
specified otherwise.

Quantity	DESCRIPTION	T	Price	TOTAL
1	SIFMS - Front Dual Color Interior Lightbar		\$2,695.00	\$ 2,695.00
1	SIFRS - Rear Dual Color Interior Lightbar		inc	
1	SSP2000B,ES100C,ESB-TAH17ND; Siren,Speaker,Brkt		inc	
2	MPSW9-BW Dual Color Wide Angle LED		\$165.00	\$ 330.00
1	MPSW9-TAH15MIR		\$45.00	\$ 45.00
1	425-6268		\$650.00	\$ 650.00
1	425-6411		\$95.00	\$ 95.00
1	425-3704		\$65.00	\$ 65.00
1	425-6164		\$85.00	\$ 85.00
1	425-1485		\$55.00	\$ 55.00
1	HAF4013		\$85.00	\$ 85.00
1	SL-75882		\$165.00	\$ 165.00
				\$ -
				\$ -
				\$ -
Services	DESCRIPTION		Price	TOTAL
1	Labor to Install Above Equipment		\$960.00	\$ 960.00
1	Shipping		\$85.00	\$ 85.00
				\$ -
			PARTS TOTAL	\$ 4,270.00
			SERVICES	\$ 1,045.00
			TRIP FEE	\$ -
			TOTAL	\$ 5,315.00

Tommy Taylor

phone:(706)681-0235 web:www.callmc.com email:tommytaylor@callmc.com



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER NO. 2 WITH MORELAND ALTABELLI FOR PROFESSIONAL ENGINEERING SERVICES

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

Submitted: 11/15/2018 Work Session: 11/26/2018 Council Meeting: 11/26/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of Task Order No. 2 is an amount not to exceed \$20,000. It will come out of the Public Works Professional Account (100-4100-52-1200) and it is budgeted item.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #2 with Moreland Altobelli for Professional Engineering Services.

HISTORY: The City of Fairburn is required to review site development plans, hydrology reports, traffic studies and other associated tasks to ensure compliance with Federal, State, Fulton County and City of Fairburn requirements. Moreland Altobelli was requested to submit an agreement for Professional Engineering Services and an associated task order to better enable the City to satisfy the aforementioned requirements. The Contract Award with Moreland Altobelli for Professional Engineering Services was approved by Mayor and Council on May 14th, 2018 with the understanding that task orders associated with the contract would be issued on an as need basis. As such, task order #2 has been provided for review and consideration.

FACTS AND ISSUES: Approval of Task Order No. 2 will provide the City the necessary support to review site development plans, hydrology reports, traffic studies and to conduct other associated tasks as required.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the proposed Task Order No. 2 with Moreland Altobelli for an amount not to exceed \$20,000.


Elizabeth Carr-Hurst, Mayor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 14th day of May, 2018 by and between MORELAND ALTOBELLI ASSOCIATES, LLC., a Delaware corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

A. The City desires to secure professional services associated with plan review services and other on-call engineering needs for projects (the "Project").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated February 5, 2018:
 - (a) Perform the Professional Services described in the Proposal dated February 5, 2018 (Attachment 1);
 - (b) Compile or provide the necessary database of information to complete the scope of work;
 - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
 - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 – Fee Proposal. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

4. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

4.1 Contractor Personnel. Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

6. Duration and Termination. This Agreement shall remain in effect until April 30, 2019, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such

termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement immediately, with or without notice, in the event that Contractor defaults with respect to any of its obligations hereunder.

7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify and hold harmless the City from any and all claims, charges, lawsuits and liabilities to the extent caused by any act or omission of Contractor or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

10. Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

12. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

Moreland Altobelli Associates, LLC.
2450 Commence Avenue, Suite 100
Duluth, GA 30096

MORELAND ALTOBELLI ASSOCIATES, LLC., a
Delaware

By: [Signature]
President

Date signed by Contractor:

_____, 20__

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE

17th DAY OF April, 2018

[Signature]
Notary Public

My Commission Expires: 12/28/19



CITY:

Address:

City of Fairburn
56 Malone St., SW
Fairburn, GA 30213

THE CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

By: [Signature]
Mayor

Date signed by City:

May 15, 2018

Attest: [Signature]

Approved as to form:

[Signature]

City Clerk

City Attorney

[SEAL]



MorelandAltobelliAssociates,LLC

AN ATLAS COMPANY

2450 Commerce Avenue, Suite 100 • Duluth, Georgia 30096-8910 • Phone: 770/263-5945 • Fax: 770/263-0166 • ma@maui.net

L. Joe Boyer
CEO

Buddy Gratton, PE
President

Vickie Moreland
CFO

Holly Moreland
Vice President

Richard Boulton, PE
Vice President

Barry Brown, PE
Vice President

Henry Collins, Jr.
Vice President

David Graham, PE
Vice President

Bradley Hale, PE
Vice President

Don Jones, RLS
Vice President

Albert Joyner, Jr.
Vice President

Christopher Kingsbury, RLA
Vice President

L.N. Manchi, PE
Vice President

Russell Small
Vice President

To: City of Fairburn
P.O. Box 145
Fairburn, Georgia 30213
Attn: Mr. Lester Thompson

Date: April 16, 2018
From: Maureen McDonnell
Copy to: Buddy Gratton

Project: 2018 Professional Engineering Services
TO No.: 1

Scope of Work: Provide Professional Engineering Services as described in February 5, 2018 Proposal.

BACKGROUND INFORMATION

Moreland Altobelli Associates, LLC has prepared this Task Order (TO) in accordance with our Master Services Agreement dated May 14, 2018. This task order has been prepared to assist the City of Fairburn with Professional Engineering Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

Task 1 – Construction, Engineering and Inspection Services

- Provide plan review services for projects submitted to the City for development permits.
- Provide engineering services as requested.
- Provide development site inspection services as requested.

The total not to exceed budget of \$20,000.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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



Authorization:

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

Authorized by: Elizabeth Carr-Hurst

Title: Mayor

Print Name: **Elizabeth Carr-Hurst**

Date: 5/15/2018

Attachment 2

City of Fairburn Professional Engineering Services

	<i>Hourly Rate</i>
Principal-in-Charge	\$135.00
Project Manager	\$125.00
Landscape Architect	\$110.00
Landscape Designer	\$80.00
Survey Department Manager	\$125.00
Traffic Engineer	\$110.00
Construction Liaison Engineer	\$125.00
Senior Site and Drainage Design Engineer	\$125.00
Geologist	\$90.00
Senior Geotechnical Engineer	\$110.00
Senior Structural Engineer	\$135.00
Right of Way Department Head	\$125.00



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: 11/26/2018 Council Meeting: 11/26/2018

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

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

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

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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:

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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.

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- 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

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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.

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

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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]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

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.

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

CSXT OP# GA0702

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:

\$	-
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TRACK WORK:

\$	-
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PROJECT SUBTOTAL:

\$	153,000
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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%
Railroad	0.00%

\$	168,300
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\$	-
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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
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

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]
Fairburn, Fulton Co., Georgia
DOT# 050388A, RRMP XXB-18.94
Atlanta Division, AWP W of A Sub-Division

CSXT OP# GA0702

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: _____

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



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF A CONTRACT AWARD WITH HEH PAVING FOR THE EAST BROAD STREET FIRESTATION PARKING LOT RESURFACING PROJECT

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

Submitted: 11/15/2018 Work Session: 11/26/2018 Council Meeting: 11/26/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the contract award is \$43,515.98. It will come out of the Storm Water Account (506-0000-54-1200) and it is not a budgeted item.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a contract award with H.E.H. Paving, Inc. for the East Broad Street Fire Station Parking Lot Resurfacing Project.

HISTORY: The paving of the parking lot at Fire Station #21 on East Broad Street and the construction of an associated infiltration trench to capture the storm water run-off was initially bid together on July 6, 2017. H.E.H Paving, Inc. was the low bidder; however, the bid was rejected due to budget constraints. The project was re-advertised on April 25th, 2018. The bid opening date was May 24th, 2018 and this time no bids were received.

As a result, the Infiltration Trench portion of the project was done independently by Action Underground, one the Utility Department's On-Call Contractors. This portion of the project was completed on October 29th, 2018

FACTS AND ISSUES: Staff initiated solicitation of bids for the resurfacing of the E. Broad Street Fire Station Parking Lot on November 1st, 2018. Upon conclusion, it was determined that H.E.H. Paving, Inc. was the lowest responsive and responsible bidder at a proposed contract amount of \$43,515.98.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve a Contract Award with H.E.H. Paving, Inc. for the East Broad Street Fire Station Parking Lot Resurfacing Project for a contract amount of \$43,515.98.


Elizabeth Carr-Hurst, Mayor

E. BROAD STREET FIRESTATION PARKING LOT RESURFACING BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
PAVING					
1	GRADING COMPLETE	LS		\$9,098.58	\$9,098.58
2	REC 9.5 MM RECYCLED ASPH. CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100	\$155.65	\$15,565.00
3	REC 19 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140	\$134.66	\$18,852.90
					\$43,515.98

ALTERNATE # 1					
1	GRADING COMPLETE	LS	1		
2	FULL DEPTH RECAMATION OF 10 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT	SY	1000		
3	CEMENT FOR STABILIZATION @ 50 LBS/SY	TN	30		
4	REC 9.5 MM RECYCLED ASPH. CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100		
5	REC 19 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140		

TOTAL		\$43,515.98
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Company Name HEH Paving, Inc.

E. BROAD STREET FIRESTATION PARKING LOT RESURFACING BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
PAVING					
1	GRADING COMPLETE	LS	1	\$19,000.00	\$19,000.00
2	REC 0.5 MM RECYCLED ASPH. CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100	\$165.50	\$16,550.00
3	REC 19 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140	\$141.50	\$19,810.00
				TOTAL	\$55,460.00

ALTERNATE # 1					
1	GRADING COMPLETE	LS	1		
2	FULL DEPTH RECAMATION OF 10 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT	SY	1000		
3	CEMENT FOR STABILIZATION @ 50 LBSSY	TN	30		
4	REC 0.5 MM RECYCLED ASPH. CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100		
5	REC 19 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140		

TOTAL	\$
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Company Name: Piedmont Paving, Inc.

E. BROAD STREET FIRESTATION PARKING LOT RESURFACING BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
PAVING					
1	GRADING COMPLETE	LS	1	28870	28870
2	REC 6.5 MM RECYCLED ASPH. CONC. - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100	135	13500
3	REC 18 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140	135	18900

ALTERNATE # 1					
1	GRADING COMPLETE	LS	1		No Bid
2	FULL DEPTH RECONSTRUCTION OF 10 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT	SY	1000		No Bid
3	CEMENT FOR STABILIZATION @ 50 LBS/SY	TN	30		No Bid
4	REC 6.5 MM RECYCLED ASPH. CONC. - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	100		No Bid
5	REC 18 MM RECYCLED ASPH CONC - INCLUDING BITUMINOUS MATERIAL, LIME AND TACK COAT	TN	140		No Bid

TOTAL	61270
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MULLINS BROTHERS PAVING CONTRACTORS
Wayne Mullins

Lester Thompson

From: Robert banks <arizeconcrete@yahoo.com>
Sent: Tuesday, November 06, 2018 7:03 PM
To: Lester Thompson; Cornelius Robinson; H Stokes
Subject: Proposal for Concrete

Robert Banks
Arize Concrete Construction Company
2804 Carnes Crossing Way
Jonesboro, Ga 30236
470-776-1480

November 6, 2018

Lester Thompson
Cornelius Robinson
H.Stokes

RE: Fire station
East Broad Street
Resurfacing Project
Area 65'x115'

Arize Concrete have prepared a proposal for the above stated reference project. This proposal will give you each stage of work along with price to perform stated work for above reference project.

Grading Work---\$2,500.00
To grade the site to allow the storm water runoff to sheet flow (1-2%) to newly installed infiltration trench.

Concrete Price Labor---\$24,500.00
To install new 6" Concrete parking area with a broom finish, cutting control joints and spacing and saw cut depth 2"
Installing Chairs & Wire---\$2,250.00
Installing #10 wire mesh 6x6 shall be used and centered using chairs to raise from base minimum clearance shall be 2".

Concrete Price---\$24,570.00
Using 3000 PSI Concrete for reference stated area above.

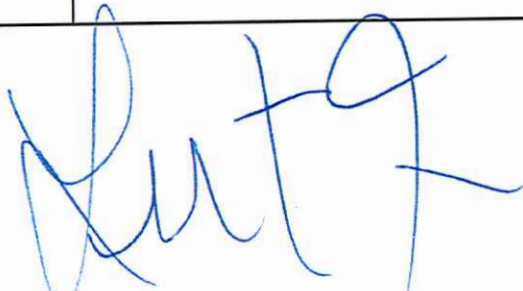
My recommendation for Asphalt; not to be used for this area for many reason such as due to the summer heat will not hold up to for county trucks plus more maintenance more pot holes starts to occur.

Also suggested a 250ft of curving to be installed there this price not included and can be discuss upon another walk through of property to show suggested place.
Any questions please feel free to give me a call at the number listed above. Look forward to hearing from you soon to get started on this project!!

Sincerely,
Robert Banks

BID RESULTS**E. BROAD STREET FIRESTATION PARKING LOT RESURFACING**

	CONTRACTOR/BIDDER	BID AMOUNT
1	HEH Paving, Inc.	\$ 43,515.98
2	Piedmont Paving, Inc.	\$ 55,460.00
3	Mullins Brothers Paving Contractors	\$ 61,270.00
	CONCRETE ALTERNATIVE	
4	Arize Concrete Construction Company	\$ 53,820.00



LESTER THOMPSON**11/15/18**