



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

REGULAR AGENDA

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

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

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

Keshia McCullough
Randy Turner

City Clerk
City Attorney

- I. Meeting Called to Order: The Honorable Mayor Carr-Hurst
- II. Roll Call: Keshia McCullough, City Clerk
- III. Invocation: Pastor Gary Taylor
Open Word Christian Ministries
- IV. Pledge of Allegiance: In Unison
- V. Presentations:
 1. SR 74 Comprehensive Corridor Study Richard Fangmann
POND
- 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

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

Property Management

Harvey Stokes

12. Discussion of the Betty Hannah Plaque/Monument Signage at the Fairburn Educational Campus
13. Approval to obtain bids for Janitorial Services at the Fairburn Youth Center
14. Lease Agreement between the City of Fairburn and Georgia Military College
15. Council Comments: Councilmembers
16. Executive Session* None
17. 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: SR 74 PRESENTATION

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

Submitted: 10/10/18

Work Session: 10/22/18

Council Meeting: 10/22/18

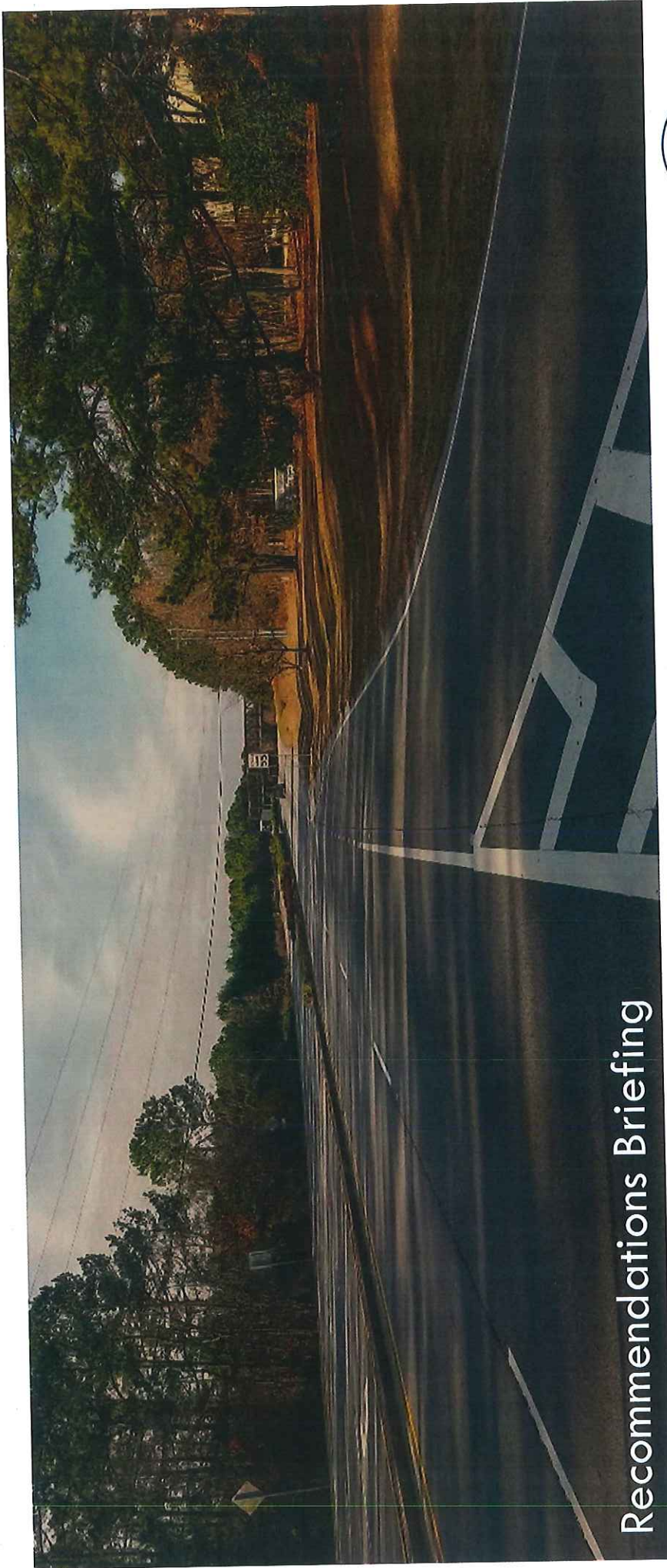
DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: Mr. Richard Fangmann from POND will conduct a presentation on the SR 74 Comprehensive Corridor Study.


Elizabeth Carr-Hurst, Mayor



Recommendations Briefing



SR 74

COMPREHENSIVE CORRIDOR STUDY



POND

-



COMPREHENSIVE CORRIDOR STUDY



Process & Schedule



existing conditions

- ascertain overall vision for corridor
- field inventory and data collection
- review legacy of planning

needs assessment

- confirm overall vision for corridor
- understand likely future conditions
- anticipate corridor needs

evaluation

- develop alternatives
- address existing needs
- address future needs

recommendations

- determine solutions
- prioritize initiatives
- document



SR 74
COMPREHENSIVE CORRIDOR STUDY

POND

Recommendations



- **Vehicle Improvements**
 - Centerpiece: Superstreet Concept
 - Elements include RCUTs, J-Turns, and MUTs
- **Bicycle & Pedestrian Improvements**
 - Centerpiece: Multi-Use Trail on east side of SR 74
 - Elements include grade separated crossings, trail alignment options, and enhanced pedestrian crossings at improved intersections
- **Transit & TDM Improvements**
 - Centerpiece: Park and Ride Lot
 - Elements include route extensions and policies to promote carpool and vanpool options
- **Framework for Consistency**
 - Centerpiece: Framework for suggested common elements when considering greenfield and redevelopment opportunities
 - Elements include standardized concepts for criteria such as signage, access management, parking, and others.



SR 74

COMPREHENSIVE CORRIDOR STUDY



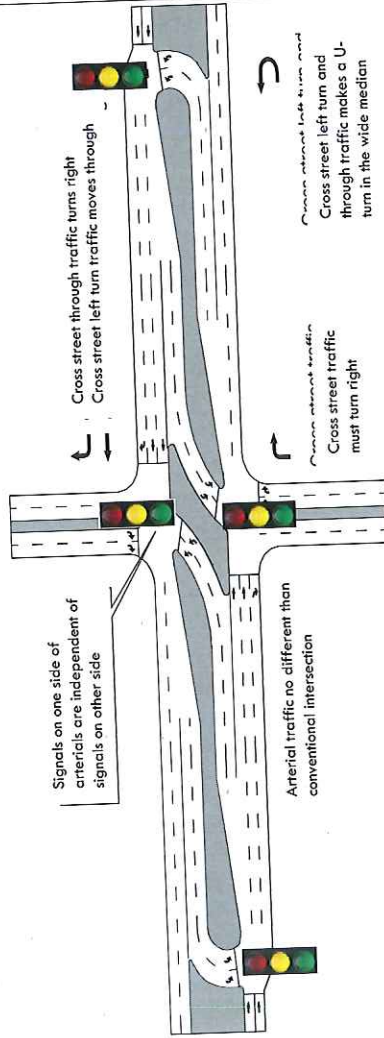
Vehicle Improvements

Superstreets (RCUTs, J-Turns, MUTs)



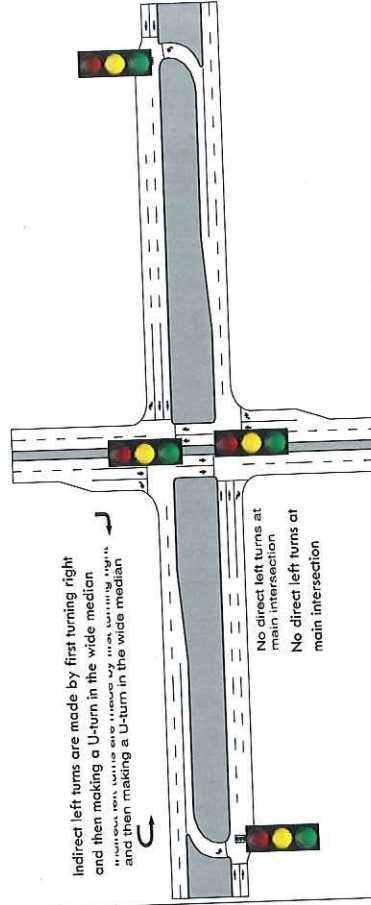
RCUT (Signalized) and J-Turn (Un-Signalized)

- Side street throughs and left turns utilize U-turn
- Mainline traffic no different than conventional intersection



MUT

- All left turns utilize U-turn
- Through traffic no different than conventional intersection

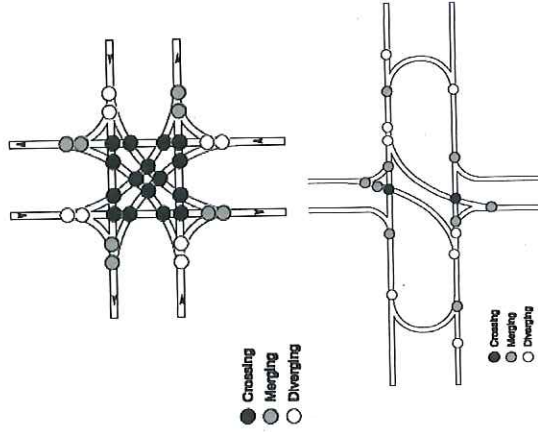


Vehicle Improvements

Superstreet Benefits - Safety



Reduced intersection conflict points (from 32 to 14)



Summary of Empirical Safety Studies of RCUTs

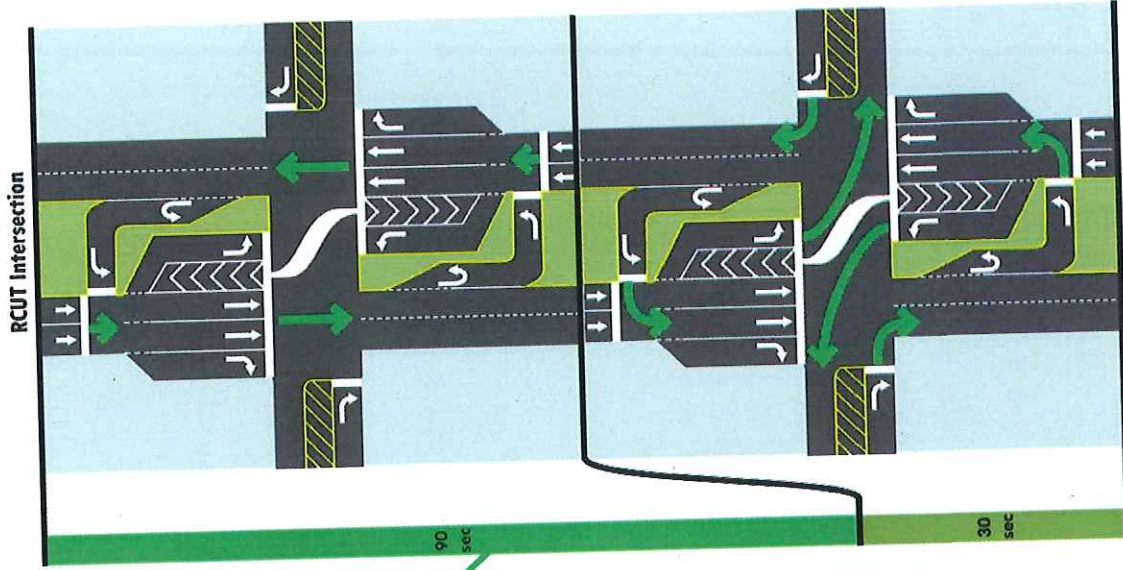
| State | North Carolina | Maryland | Missouri |
|-----------------------------------|----------------|----------|----------|
| Number of RCUT intersection sites | 13 | 9 | 5 |
| Change in total crashes | -27% | -44% | -35% |
| Change in injury crashes | -51% | -42% | -54% |

Summary of Empirical Safety Study of J-Turn

| Crash Type | Before | After | % Change |
|------------|--------|-------|----------|
| Rear End | 13 | 8 | -38% |
| Angle | 47 | 0 | -100% |
| Turning | 32 | 10 | -69% |
| Sideswipe | 8 | 3 | -63% |
| Injury | 56 | 10 | -82% |
| Fatality | 2 | 1 | -50% |
| Total | 100 | 21 | -79% |

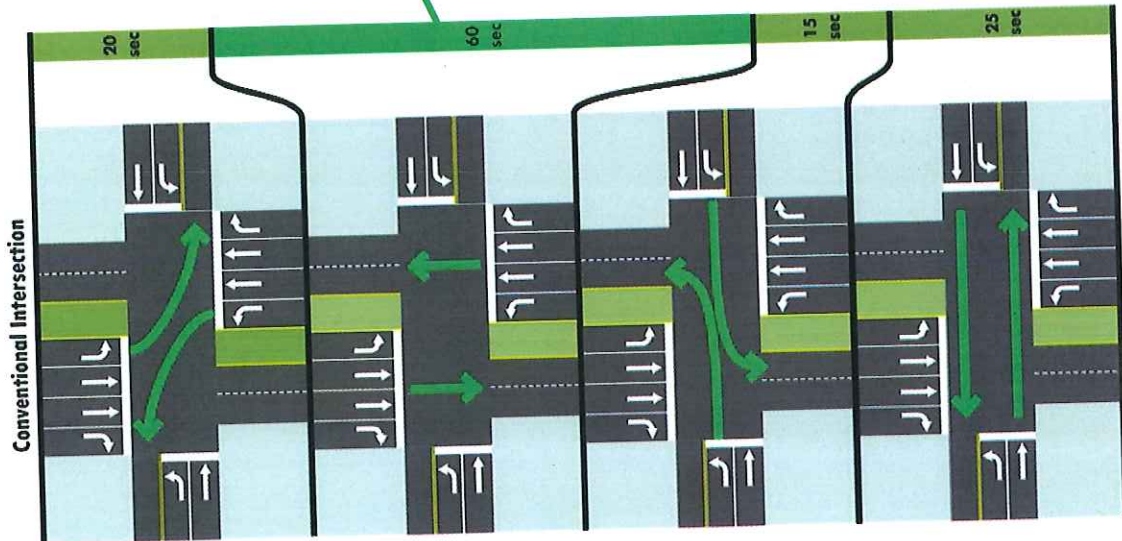


POND



When converted to a Superstreet intersection, the mainline through movement is given more time, making for faster travel along the corridor

Studies have shown that Superstreets reduce network travel times by 25% to 40% over conventional intersections



Vehicle Improvements

Superstreet Benefits – Travel Time



US-281 (San Antonio) before and after RCUT intersection installation

| Metric | Before RCUT | After RCUT |
|---|-----------------|-----------------|
| Southbound travel time (morning rush hour) | 23.3 minutes | 13.9 minutes |
| Southbound average speed (morning rush hour) | 16 mph | 20 mph |
| Northbound travel time (evening rush hour) | 19.2 minutes | 12.7 minutes |
| Northbound average speed (evening rush hour) | 19 mph | 29 mph |
| Traffic count (vehicles per day) | 60,100 – 74,000 | 63,600 – 81,500 |



Vehicle Improvements

Superstreet Benefits – Travel Time

Modeled Improvements on SR 74

| Network Totals | 2040 AM Peak No-Build | 2040 AM Peak Build | Percent Change | 2040 PM Peak No-Build | 2040 PM Peak Build | Percent Change |
|------------------------|--------------------------|-----------------------|----------------|--------------------------|-----------------------|----------------|
| Total Delay (hr) | 4,113 | 814 | -80% | 10,164 | 2,863 | -72% |
| Number of Stops (#) | 65,712 | 46,840 | -29% | 173,709 | 99,748 | -43% |
| Average Speed (mph) | 8.0 | 19.0 | +11.0 | 5.0 | 13.0 | +8.0 |
| Total Travel Time (hr) | 5,586 | 2,309 | -59% | 12,261 | 4,992 | -59% |
| Distance Traveled (mi) | 44,201 | 44,847 | +1% | 62,917 | 63,830 | +1% |

Increases in travel distance due to Superstreet geometry offset by significant reductions in overall travel time

Vehicle Improvements

Superstreet Benefits



- Cost savings when compared to widening costs (excluding ROW)
 - Ballpark cost to widen SR 74 to 6 lanes: **\$36 Million** (assuming \$1.5 million a mile)
 - Ballpark cost to for Superstreet Concept on SR 74: **\$18 Million** (assuming 20 superstreet intersections at \$650,000 each and 24 individual crossovers at \$200,000 each)
- Ability to accommodate large trucks through bulbouts
- No impact to Business Owners:

"Business owners along a corridor may fear that access management improvements [such as Superstreets] will disrupt or otherwise negatively impact their businesses, but several studies over many years have dispelled this myth. Studies and surveys of property owners and businesses from North Carolina, Texas, Florida, Minnesota, Kansas, and Iowa, among others, reveal that access management projects do not result in adverse effects, and, in fact, can be beneficial. Importantly, a common factor in achieving this long-term success is early and frequent consultation between the road agency and corridor stakeholders, with special emphasis on the construction phase." - FHWA Office of Safety (https://safety.fhwa.dot.gov/intersection/other_topics/corridor/cam_exec/)
- Benefit to At-Grade Pedestrian and Bicycle Crossings



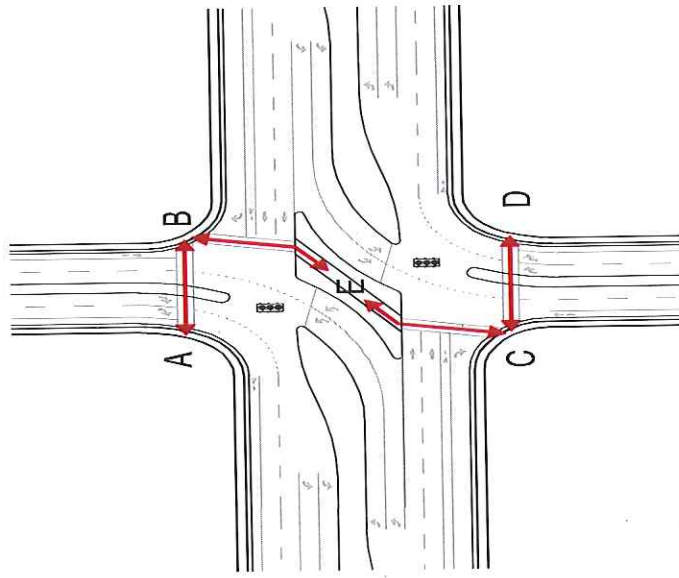
SR 74

COMPREHENSIVE CORRIDOR STUDY

POND

Bike & Ped Improvements

Superstreet "Z" Pedestrian Crossing



Pedestrian Considerations

- Crossing minor streets (A to B and C to D) are similar to conventional intersections but with reduced conflicts due to the restriction of left turns from the minor street.
- Crossing the major street (B to E and C to E) is accomplished through a crosswalk placed in between the direct left turn movements

Bicyclists Considerations

- Bicycles on major roadway travel in traditional manner but have more green time to pass through and fewer bicycle-vehicle conflict points
- To serve bicyclists on the minor street, there are three options:
 1. Follow pedestrian path
 2. Follow vehicle path
 3. Infrastructure for direct bicycle crossings in gaps in the median

Bike & Ped Improvements



- Multi-Use Trail on east side of SR 74
- Challenges and Opportunities:
 - Easement opportunities parallel to corridor
 - However, where easement do not exist, ROW purchases may be necessary
- Alignment options identified between Park and Ride lot and I-85
- Grade Separations at key nodal locations in Fairburn, Tyrone, and Peachtree City

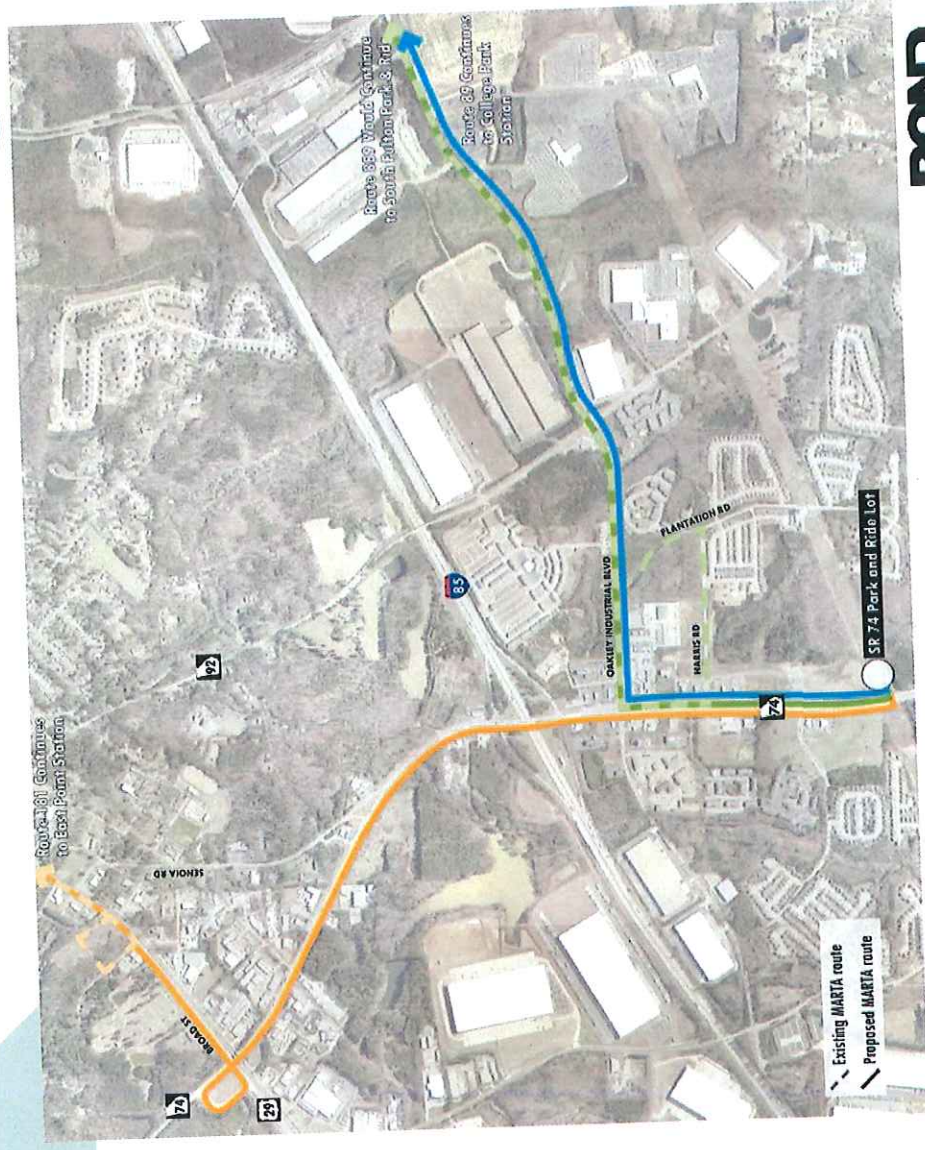
Transit & TDM Improvements

- Promote the New Park and Ride Lot and Carpooling Options
- Promote and Incentivize the Use of Vanpool Services
- Implement Workplace Commute Options
- Connect MARTA to the New Park and Ride Lot



SR 74

COMPREHENSIVE CORRIDOR STUDY



POND

Framework for Corridor Consistency



Considerations for elements that the SR 74 communities should consider with greenfield and redevelopment initiatives in order to achieve a consistent look and feel on the corridor. Mechanisms to implement include a multi-jurisdictional overlay or individual refinements to City development codes. Considerations include:

- Access Management
- Block Area and Length
- Front Setback & Greenspace
- Parking
- Sidewalk Standards
- Signage



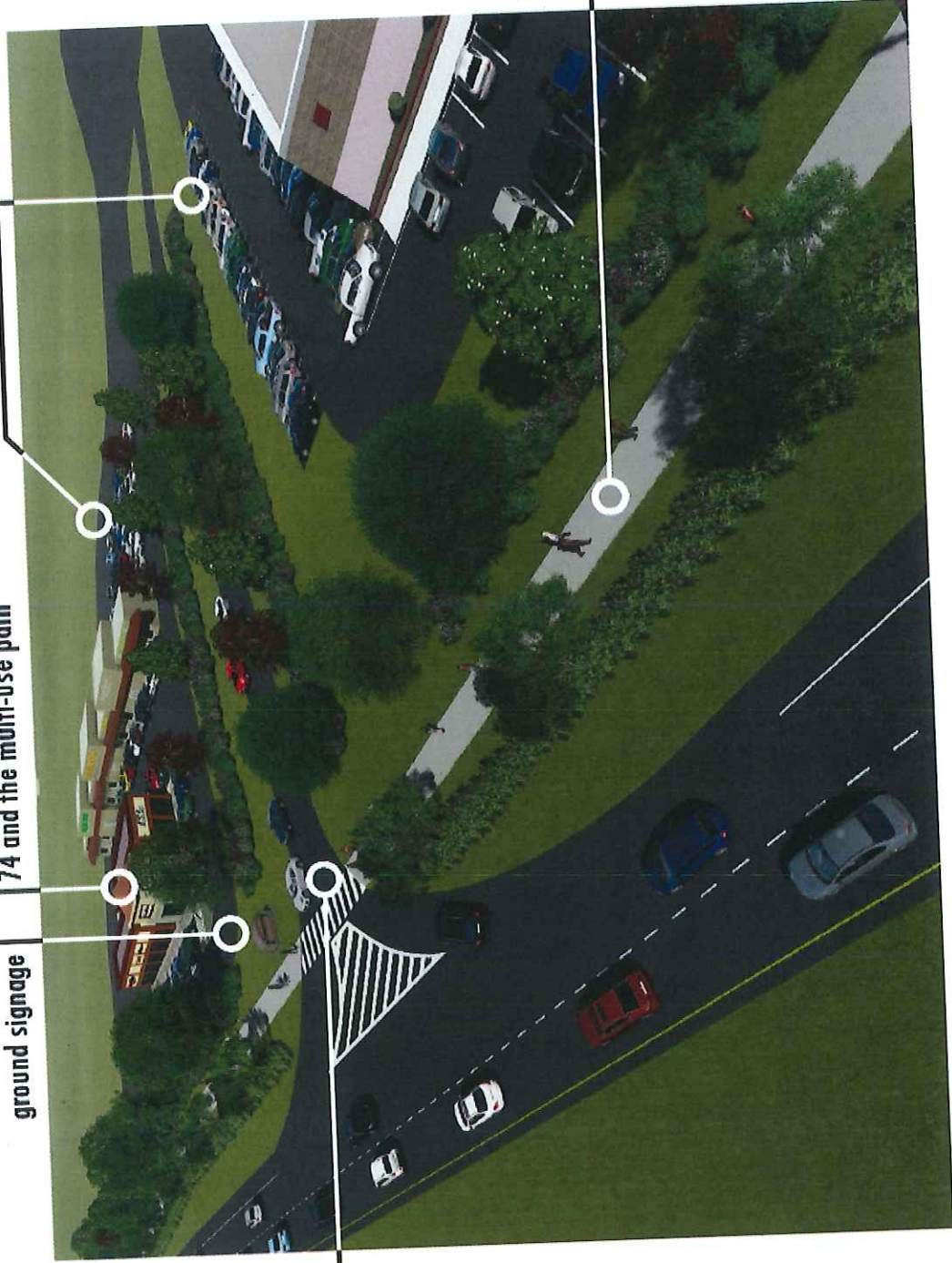
At least 50% of parking provided
to the side or rear of buildings

Buildings oriented towards SR
74 and the multi-use path

Uniform, shared
ground signage

limited access, using
shared driveways

Multi-use path provided within
a landscaped buffer/screen



Next Steps

- Draft Corridor Plan provided to Project Team Members for internal review October 15
- Briefings to Peachtree City, Tyrone, Fairburn, and Fayette County
- 35 Day Public Comment Period (10/22-11/26)
- Final report anticipated by end of CY





CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 8, 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: Mayor Pro-Tem James Whitmore
- IV. Pledge of Allegiance: In Unison
- V. Presentations: None
- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.
1. David Boddie discussed the permitted and approved sign for Durham Lakes. He stated that the sign has been installed and is more than 25 feet from the road. The sign also faces inward toward the common area in the subdivision. Mr. Boddie indicated that fluorescent lights are needed for the sign. An electrical permit was requested and denied due to unpermitted LED lights. Mr. Boddie was given an ordinance from the Junior Senior Planner which allows for the use of fluorescent

lights. Hence, Mr. Boddie would like to move forward with obtaining an electrical permit.

- VII. Adoption of the Council Agenda: Councilmembers
Mayor Pro-Tem Whitmore made the motion to adopt the Council Agenda.
Councilman Heath provided the second.

Motion Carried 6-0

- VIII. Approval of Consent Agenda Items: Councilmembers
Mayor Pro-Tem Whitmore made the motion to approve items #4, 5, 9, 10, 11 and 12.
Councilman Heath provided the second.

Motion Carried 6-0

- IX. Approval of September 24, 2018 Minutes: Councilmembers
Mayor Pro-Tem Whitmore made the motion to approve the minutes with the changes.
Councilman Heath provided the second.

Motion Carried 6-0

- X. Public Hearings: None

- XI. Agenda Items:

Office of the Mayor

Mayor Elizabeth Carr-Hurst

1. Goals and Objectives:

Mr. Jason McMaster, Headmaster
Landmark Christian School

Mr. Jason McMaster, the new Headmaster at Landmark Christian School, discussed his goals for the school. Mr. McMaster and his family relocated from California. One of his initial tasks was to remove the barb wire from the premises to avoid sending the wrong message. Mr. McMaster also hired an alumni of Landmark Christian School to recruit children from the local community that have an interest in attending the school. As a result of his efforts, enrollment is up. Mr. McMaster expressed that several parents have made monetary donations to the school for various programs. Donations have topped \$120,000 for scholarships to families in the community. Mr. McMaster expressed that Landmark will be a school that honors all people, families and students.

2. Discussion and Approval of the Mercer Group Search Proposal for City Administrator

Mr. Alan Reddish
Senior Vice President
The Mercer Group

Mr. Alan Reddish discussed his search proposal for a City Administrator. He reviewed his recently completed searches for other municipalities. He also provided an overview of his work plan and schedule. Councilman Pallend made the motion to approve the

Mercer Group's Search Proposal for a City Administrator with an amendment of no cost replacement for the first 18 months. Councilwoman Davis provided the second.
Motion Carried 6-0

3. Updates on City of Fairburn's Municipal Bonds. Bill Johnston
Stephens, Inc.

Mr. Bill Johnston provided an update on the City's municipal bonds. He stated that the treasury rates are going up and interest rates have increased within the past year. By refunding the bonds, the City has saved over \$1.4 million. Mr. Johnson also clarified the projects that the bond money could be used for.

Discussed

4. Appointment to the Downtown Development Authority:
Mr. Rufus Wells
Mr. Chris Wiley

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

5. Approval of the Mauldin & Jenkins Contract for Fiscal Year 2018

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

6. Discussion and approval of the City of Fairburn's Credit Card Policy and Procedures

Mayor Hurst pulled the Credit Card Policy and Procedures item from the agenda.
This item will be discussed at a later date.

Withdrawn

7. **Police Department** Chief Stoney Mathis
Discussion: City of Fairburn's S.W.O.T. Analysis 2018

Chief Mathis provided an overview of his S.W.O. T. (Strengths, Weaknesses, Opportunities and Threats) Analysis for the Fairburn Police Department. He also explained the department's organizational structure. He indicated that he will be creating a strategic plan to address each category of concern.

Discussed

8. **Fire Department** Interim Chief Cornelius Robinson
Selection of Bishop Aaron B. Lackey as the second Chaplain of the Fairburn Fire
Department

Interim Fire Chief Robinson and Police Chief Mathis presented Bishop Aaron B. Lackey as the second Chaplain of the Fire and Police Department.

Presented

9. **Parks and Recreation** Chapin Payne
Approval of the Revised City of Fairburn Facility Reservation Policies and Reservation Fee Structure

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

10. **Utilities** Tom Ridgway
Approval of a resolution naming Tom Ridgway as a voting delegate for ECG elections and Mayor Pro Tem James Whitmore as an alternate voting delegate.

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

11. **Public Works** Lester Thompson
Approval of a Memorandum of Understanding with Harvest Rain Church

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

12. Approval of a Memorandum of Understanding with Landmark Christian School

Mayor Pro-Tem Whitmore made the motion to approve this consent agenda item.
Councilman Heath provided the second.

Motion Carried 6-0

13. Council Comments: Councilmembers

Councilman Smallwood offered words of praise on the Fairburn Festival. He also stated that Chief Mathis has changed his behavior on Hwy 74.

Councilman Heath stated that the parade at the Fall Festival was wonderful and kids really enjoyed it.

14. Executive Session*- (1) Personnel City Attorney

Mayor Pro-Tem Whitmore made the motion to adjourn into Executive Session at 8:33 PM for one personnel item. Councilwoman Davis provided the second. **Motion carried.** Mayor Pro-Tem Whitmore made the motion to reconvene into regular session at 8:47 PM. Councilwoman Davis provided the second. **Motion Carried.**

15. Adjournment

Councilmembers

Mayor Pro-Tem Whitmore made the motion to adjourn the meeting. Councilwoman Davis provided the second. The meeting adjourned at 8:47 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

DRAFT



**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: 09.24.2018 Mayor and City Council: 09.24.18
Mayor and City Council: 10.22.18

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 232 townhouses and 86 single-family on 75.9 acres.

STAFF RECOMMENDATION: CONTINUANCE TO NOVEMBER 26, 2018

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommends that the Mayor and City Council request the applicant to conduct a traffic impact study to determine the effect of the development on the city's infrastructure.


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

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
September 11, 2018

Mayor and City Council Public Hearing
September 24, 2018
October 22, 2018

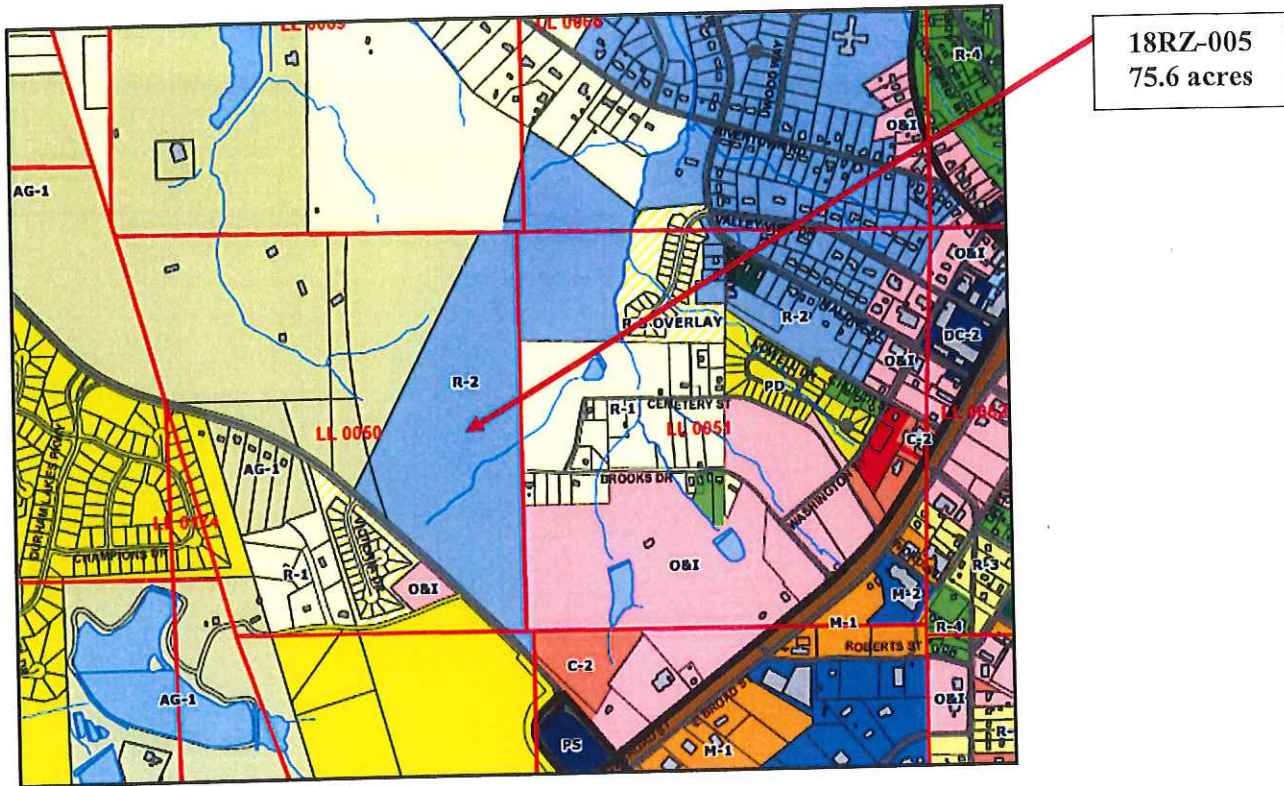
INTENT

To rezone the subject property from **R-2 (Single-Family Residential) District** to **R-CT (Residential Condominium/Townhouse)** to allow the development of 232 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)
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-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) to the north, R-1 (Single-Family Residential District), R-3 Overlay (Single-Family Residential District), O&I (Office Institutional District) and C-2 (General Commercial District) to the east, PD (Planned Development District), R-3 Overlay (Single-Family Residential District) and O&I (Office Institutional 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 an upscale townhouse and single-family residential development on the subject property with a clubhouse, swimming pool, playground area and open space. The development will provide sidewalks along Virlyn B. Smith, pedestrian scale lightning on internal roads, and well landscaped front yards. The façade of each unit will be constructed with a minimum of 25% 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.

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. However, the applicant states in the 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?

The staff is of the opinion that the proposal will not result in a use which will cause an excessive or burdensome use of the existing infrastructure. The development will have two access points on Virlyn B. Smith and a pedestrian connection is planned for Brooks Drive which will provide access to downtown Fairburn. Further, an access easement will be provided for future connectivity to Duncan Park. The developer will be required to make roadway improvements such as the installation of turning lanes, commercial driveways, stripping, curb and gutter.

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

The Future Development Map designates 49.6 acres of the property as Low Density Residential and 24.5 acres as Town Center Mixed Use. The applicant is proposing to incorporate a mixture of housing types, 232 attached townhouses (7.3 units/acre) and 86 single-family houses (2.0 units/acre). The overall development of the site includes two Comprehensive Plan Character Areas, Residential and Town Center Mixed Use. 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 within 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 a pedestrian access on Brooks Drive, which will provide walkable access to downtown Fairburn. The proposed development supports the Residential and Town Center Mixed Use development strategies stated in the Comprehensive Plan. The development strategies for the Residential and Town Center Mixed Use character areas are as follows:

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
- Parks/Playgrounds
- Golf Courses
- Schools
- Churches

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

- o Small scale low Intensity Industrial that fits into appropriately scaled and designed structures

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 and best management practices (BMP).

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is significantly consistent with the Future Development Map, which recommends Low Density Residential 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.) accommodate pedestrians to allow for alternative access to downtown.

However, on September 24, 2018, Mayor and Council found that the proposal insufficiently addressed traffic and other issues. Mayor and Council requested that the applicant perform an impact study. Since the date of the request, staff has been informed that a first draft of a traffic study has been completed. However, the traffic study has not yet been submitted to staff. Therefore, with no new information on which to base a recommendation, staff recommends a **CONTINUANCE** of the rezoning petition until November 26, 2018.

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 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 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.

ATTACHMENTS

Legal Description
Letter of Intent
Impact Analysis
Conceptual Site Plan
Elevations

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 50, 51 & 68 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR FOUND AT THE POINT OF INTERSECTION OF LAND LOTS 50, 51, 48 & 49 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA (SAID POINT OF BEGINNING ALSO BEING FOUND AT THE SOUTHEAST CORNER OF SAID LAND LOT 50); RUNNING THENCE ALONG THE LINE DIVIDING THE ABOVEMENTIONED LAND LOTS 50 & 49 NORTH 87 DEGREES 21 MINUTES 03 SECONDS WEST 148.44 FEET TO A POINT ON THE NORTHEASTERN RIGHT OF WAY OF VIRLYN B. SMITH PARKWAY (60 FOOT RIGHT OF WAY) (ON HERNDON ROAD); RUNNING THENCE ALONG SAID RIGHT OF WAY NORTH 42 DEGREES 45 MINUTES 13 SECONDS WEST 103.43 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 14 MINUTES 29 SECONDS WEST 234.26 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 43 DEGREES 34 MINUTES 16 SECONDS WEST 204.94 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 45 DEGREES 07 MINUTES 56 SECONDS WEST 241.19 FEET TO A POINT; CONTINUING THENCE ALONG SAID RIGHT OF WAY NORTH 45 DEGREES 37 MINUTES 58 SECONDS WEST 706.81 FEET TO AN IRON PIN SET; LEAVING SAID RIGHT OF WAY AND RUNNING THENCE NORTH 26 DEGREES 44 MINUTES 57 SECONDS EAST 2,193.42 FEET TO AN IRON PIN SET ON THE LINE DIVIDING LAND LOTS 50 & 69 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA; RUNNING THENCE ALONG SAID LAND LOT DIVIDING LINE SOUTH 89 DEGREES 12 MINUTES 28 SECONDS EAST 319.99 FEET TO THE POINT OF INTERSECTION OF LAND LOTS 50, 51, 68 & 69 OF THE 9TH F DISTRICT OF FULTON COUNTY, GEORGIA; RUNNING THENCE NORTH 03 DEGREES 22 MINUTES 31 SECONDS EAST 400.31 FEET TO AN IRON PIN SET; RUNNING THENCE NORTH 26 DEGREES 28 MINUTES 57 SECONDS EAST 236.33 FEET TO AN IRON PIN SET; RUNNING THENCE SOUTH 50 DEGREES 32 MINUTES 18 SECONDS EAST 232.00 FEET TO AN OPEN TOP PIPE; RUNNING THENCE SOUTH 50 DEGREES 38 MINUTES 37 SECONDS EAST 789.08 FEET, MORE OR LESS, TO A REBAR FOUND AT THE CENTERLINE OF A CREEK; RUNNING THENCE IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID CREEK AND FOLLOWING THE MEANDERINGS THEREOF A DISTANCE OF 1,140.31 FEET TO A POINT; LEAVING SAID CENTERLINE AND RUNNING THENCE NORTH 83 DEGREES 48 MINUTES 56 SECONDS WEST 102.97 FEET, MORE OR LESS, TO A ROD FOUND; RUNNING THENCE NORTH 84 DEGREES 38 MINUTES 25 SECONDS WEST 614.39 FEET TO A NAIL FOUND IN A TOP POST FOUND ON THE EASTERN LINE OF THE ABOVEMENTIONED LAND LOT 50; RUNNING THENCE ALONG SAID LAND LOT LINE SOUTH 04 DEGREES 27 MINUTES 20 SECONDS WEST 430.58 FEET TO A NAIL FOUND IN A TOP POST; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 58 MINUTES 42 SECONDS WEST 369.69 FEET TO A REBAR FOUND; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 03 DEGREES 01 MINUTE 50 SECONDS WEST 135.86 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 05 MINUTES 00 SECONDS WEST 255.44 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 01 DEGREE 35 MINUTES 01 SECOND WEST 240.25 FEET TO AN OPEN TOP PIPE; CONTINUING THENCE ALONG SAID LAND LOT LINE SOUTH 02 DEGREES 57 MINUTES 16 SECONDS WEST 651.59 FEET TO THE REBAR FOUND AT THE POINT OF BEGINNING; ALL ACCORDING TO SURVEY PREPARED BY SURVEY SYSTEMS AND ASSOC., INC., DATED JULY 1, 2004; BEING THE SAME PROPERTY AS CONVEYED IN DEED RECORDED IN DEED BOOK 11777, PAGE 21, FULTON COUNTY, GEORGIA RECORDS; AND BEING APPROXIMATELY 75.90 ACRES OF LAND IN FULTON COUNTY, GEORGIA.

South Fulton, LLC
270 North Jeff Davis Drive
Fayetteville, GA 30214

August 10, 2018

Ms. Tarika Peek
Senior Planner/Zoning Administrator
26 West Campbelltown St.
Fairburn, GA 30213

Re: City of Fairburn
Rezoning Application
Tax Parcel ID # 09F090300500325 *LOW DEN. 49.6 AC*
09F090400511180 *T. Chr. Mixed Use 15.3 AC*
09F180300681066 *T. Chr. Mixed 9.2 AC*
09F090300500333 *LOW DEN 1 AC*

R2 – Single Family Residential rezoned to R-CT – Condo/Townhomes
232 Single-Family Attached Dwellings
86 Single-Family Detached Lots

Dear Ms. Peek,

Thank you for your assistance and input while working through this project. We found input from you and Mr. Thompson to be informative and helpful.

The subject 75.9-acre property is located in Land Lot 50, 51, 68, and 69 of the 9th District in the City of Fairburn.

South Fulton, LLC desires to rezone the subject property from R2 (Medium Density single-family) to R-CT (Medium Density Residential-Condo/Townhouse Development) for the purpose of two hundred thirty two (232) single-family attached townhome units and eighty six (86) single family detached lots in accordance with section 80-79 of the City Code of Ordinances.

The R-CT district is intended to promote cluster type residential development that is consistent with medium density, single-family residential districts. The minimum floor area per dwelling unit is 1,200 square feet of heated space and a one car garage.

The plan as originally submitted consisted of 3 pods. This plan was further updated eliminating the 2-acre commercial POD C shown on the plat in favor of providing more open space. POD A consisted of approximately 31 acres and 154 units and POD B consisted of approximately 42 acres and 160 units with a minimum of 20% open space. Thus, the revised plan reduced the number of townhomes by eighty two (82) and replaced with eighty six (86) single family detached lots. Further the revised plan includes an additional parking lot for the townhome residences.

The façade of each building will be constructed of a minimum of 25% brick or stone with the remainder of all siding being cement fiber. The town homes will be either two or three – story buildings, built according to market demands. The market will also determine whether the garages are single bay or double bay. In POD A, the garages that provide parking for the units will be a combination of front access from the internal road network and rear access via an alley as dictated by the slope of the land.

The development will provide sidewalks along both sides of the street, sodded front yards, pedestrian scale street lighting and one canopy tree for each 50 foot of street frontage. All roads in the town home section will be private and maintained by the homeowner's association, the single family roads will be public. Note that the revised plan also includes emergency and pedestrian access through Brooks Street on the southside of Pod A.

I look forward to your continued thoughts and comments on this project. Thank you for your help and consideration with this rezoning request.

Regards,

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.

TIMBER CREEK

PARTNERS

BRENT HOLDINGS

TPA GROUP

ROCKLYN HOMES



PARTNERS DEDICATED TO QUALITY

BRENT HOLDINGS

- Local developer with a twenty year track record of quality neighborhoods in South Fulton, Fayette, Clayton, and Coweta Counties
- Residential projects ranging in size from a 600 home subdivision in Senoia to 32 lots in Newnan, including Palmetto Oaks, Liberty Square in Hampton, and Logan Park in Fayetteville.



PARTNERS DEDICATED TO QUALITY

TPA GROUP

- Formed through the merger of two of Atlanta's most respected real estate firms and with a combined 135 years of experience, TPA Group specializes in delivering market needs.
- Investments include Solstice Apartments in Fairburn, Defoors Manor in Atlanta, and Canoe Club in Fayetteville



PARTNERS DEDICATED TO QUALITY

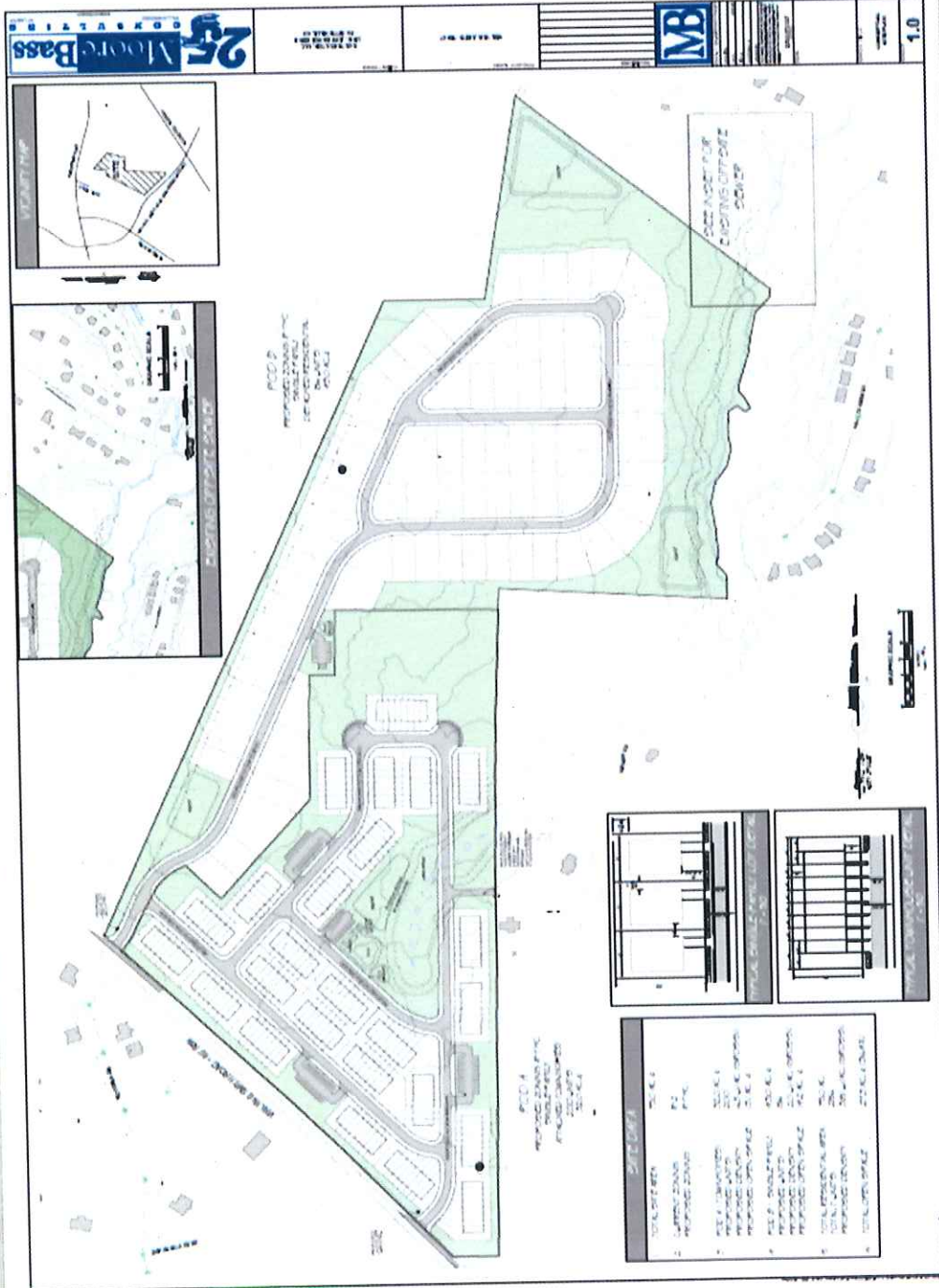
ROCKLYN HOMES

- Rocklyn Homes is a family owned company created with a unique vision and passion to build a beautiful, well-constructed home at a reasonable price, and blend spacious interiors with an aesthetically pleasing exterior
- Projects include Camp Creek Village in Fulton, Renaissance of South Park in Fulton, and Ashbrooke in Tucker



Updated Proposal:

- Reduced Number of Town Homes from 232 to 200 units
- Increased open space from 23.5 acres to 27.3 acres



QUALITY TOWNHOME PRODUCT - EXTERIOR

- Exterior Qualities
 - 100% brick or stone fronts
 - No vinyl siding
 - Single and two car garages with driveway and alley parking for residents
 - Remote parking – no parking allowed on street



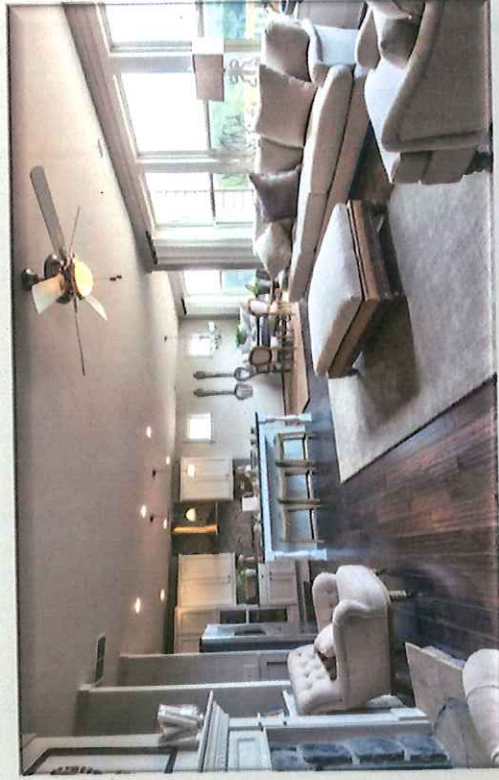
QUALITY TOWNHOME PRODUCT – INTERIOR

- Interior Qualities
 - Granite Counter Tops
 - 1,467 & 1,745 Square Foot Models
 - Quality fixtures and appliances
 - Fireplace
 - 1 and 2 garage options
 - 3 Beds with 2.5 Baths
 - Gourmet Kitchen with island
 - Oak Treads on Stairs



QUALITY SINGLE-FAMILY PRODUCT

- Qualities
 - Stone/brick façade
 - Cement Board Siding
 - 2-car garage
 - 75 ft. x 142 sq. ft. lots or $\frac{1}{4}$ acre
 - Sq. Footage of homes to range from 2,500-3,200 sq. ft.
 - Street trees will be mandated



QUALITY AMENITY PACKAGE

- Dog Park
- Fire Pit
- Tot Lot
- Pool
- Rec Center



QUALITY PRICE POINTS

TOWNHOMES

- Fee Simple
 - 1,467 Sq. Ft. Model - \$160s
 - 1,745 Sq. Ft. Model - \$180s
 - Estimate of Max Monthly Mortgage - \$966/month at 5% with no down payment with escrow about \$1150/month
- Rentals (\$1.10-\$1.20/Sq. Ft.)
 - 1,467 Sq. Ft. Model - \$1,650- \$1,750/month
 - 1,745 Sq. Ft. Model - \$1,950-\$2,050/month
 - Avg. Sale price in Durham Lakes trailing 12 months is \$274,386 resulting in a mortgage of \$1,473 at 5% with escrow about \$1,700/month

SINGLE FAMILY

- Fee Simple
 - Lot size 1/4 acre
 - 2,500 - 3,200 Sq. Ft.
 - \$227,400 - \$275,400



CONNECTION TO DOWNTOWN

- Future Land Use Plan Downtown Priorities - *“Pursue more development and small businesses downtown. Integrate business and residential uses, have them in closer proximity downtown and around the colleges. Bring in mixed use development, including housing (lofts and townhomes) and vitality to downtown”*
- *“Maintain integrity of interconnected grid and pedestrian circulation”*
- Timber Creek provides immediate and convenient access via car, bike, and foot to downtown through full-access onto Brooks Street bringing needed foot traffic to downtown



BROOKS STREET TODAY VS FUTURE



Current Zoning
R-2 Single Family
Residential

Density – 2 units/acre

Yellow = Low Density
Residential 1-3 units/ac
(45 acres)

Purple = Town Center Mixed
Use (10 acres)

Green = Green Space (12
acres)

Combined Planned Density =
4.57 units/acre

Proposed Density = 3.82
units/acre

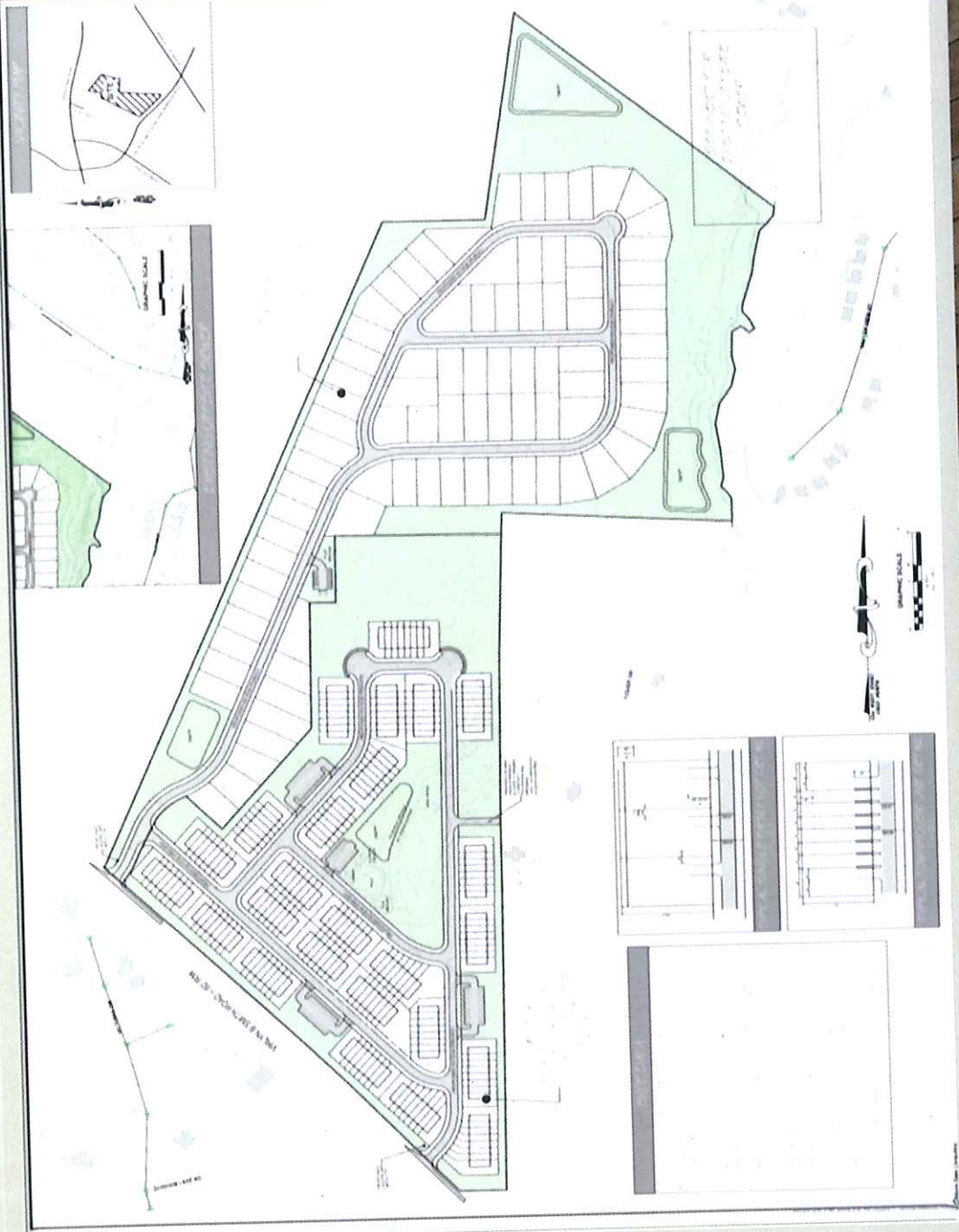
Proposed Density = 3.82
units/acre



| Use | Future Land Use Map | Proposed Plan |
|--|---|-------------------------|
| Single Family (49.6 acres*) | 1 – 3 units per acre yielding 120 lots – assumes 5 acres for roads | R-CT Plan 86 lots |
| Town Center Mixed Use (15.3 acres*) | 2400 sq. ft. footprints – yields 235 units assumes 3.3 acres for roads and parking | R-CT Plan 200 Units |
| Green Space (9.2 acres*) | 9.2 acres | R-CT Plan 27.3 acres |
| Total 355 units | | 286 units |

According to the City of Fairburn Comprehensive Plan: Appropriate zoning districts in the Downtown/Town Center Mixed Use Character Area include DC-1, DC-2, R-3, R-4, RM-4, RM-8, R-CT, O&I.

* Acreage from the Fulton County Board of Assessors Webpage



IMPACT ANALYSIS

- Finance

- Assuming 2018 millage rates (total=.03728, City of Fairburn=.00810) property tax income will increase based on the following:
 - 200 TH @ avg. price of \$170,000*40% = \$507,008 (City of Fairburn share +/- \$110,160)
 - 86 SF @ avg. price of \$250,000*40% = \$320,608 (City of Fairburn share +/- \$69,660)
 - Total Increase in Annual Property Tax Funds +/- \$179,820

- Police Department

- 1. High quality construction to prevent dilapidated property values
- 2. Rentals demand more services
- 3. Prohibit on-street parking in complex on private roads. If posted, police can enforce
- 4. Consider controlling access into and out of Duncan Park
- 5. Additional volume of vehicles on Virlyn B Smith/Highway 74 will impact

IMPACT ANALYSIS (CONT)

Schools

- 57 to 168 Elementary Students
- 16 TO 38 Middle School Students
- 27 to 50 High School Students
- Est. cost of \$14,906 per year per student

Environmental Impact

- Water quality - Streams, wetlands and flood plain protection
 - Storm water management
- Air quality – Non-attainment, dust

Traffic

Traffic Study Completed and Submitted to City and being reviewed by third-party engineer



ROSENZWEIG, JONES, HORNE & GRIFFIS, P.C.

ATTORNEYS AT LAW

32 South Court Square

PO Box 220

NEWNAN, GEORGIA 30264

www.newnanlaw.com

MELISSA D. GRIFFIS (GA, AL)

TELEPHONE (770) 253-3282

FAX (770) 251-7262

E-mail: melissa@newnanlaw.com

August 27, 2018

The City of Fairburn
Keisha McCullough, City Clerk
56 SW Malone Street
Fairburn, GA 30213-1341

RE: Application to Amend the Zoning Map of R-2 to R-CT
Approximately 75.9± Acres located on Virlyn B. Smith Road, Fairburn
City of Fairburn Case Number: 18RZ-005

Dear Ladies and Gentlemen:

In the near future you will be considering the above application to amend the zoning map of approximately 75.9± Acres located at on Virlyn B. Smith Road in Fairburn, Georgia. We look forward to the opportunity to bring this request to your attention and do anticipate your full support in this endeavor. Among the facts supporting the request are the following:

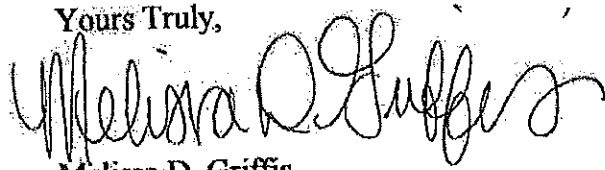
- The proposal would not adversely affect the existing use or usability of adjacent or nearby property.
- The proposal will not result in a use which will or would cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.
- The proposal will facilitate the principles of smart development so highly valued by the City of Fairburn.

Although we anticipate approval of this request, as required under Georgia law we must formally notify you that a denial of the requested amendment would deny and deprive the applicants and property owners of their constitutional rights, because any such denial would be arbitrary, capricious, unreasonable, unrelated to any public purpose and the denial of equal protection rights.

The City of Fairburn
August 27, 2018
Page Two

Should you have any questions or desire to discuss this matter, please feel free to contact me, at your convenience.

Yours Truly,

A handwritten signature in black ink, appearing to read "Melissa D. Griffis", written over a faint, larger version of the same name.

Melissa D. Griffis

MDG/kf

c: Ms. Elizabeth Carr-Hurst, Mayor
Mr. James Whitmore, Mayor Pro Tem
Ms. Linda J. Davis, Councilwoman
Mr. Alex Heath, Councilman
Ms. Pat Pallend, Councilwoman
Ms. Hattie Portis-Jones, Councilwoman
Mr. Ulysses Smallwood, Councilman

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-feet 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

Section 6. This Ordinance shall become effective on the 22nd of October, 2018.

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

APPROVED this 22nd day of October, 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
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: REZONING 18RZ-006 – El Milagro Hair Salon

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

Planning and Zoning Commission: 10.02.18

Mayor and City Council: 10.22.18

DEPARTMENT: Community Development Department/Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: A request to rezone the subject property from **R-3 (Single Family Residential)** to **C-1 (Neighborhood Commercial)** for a hair salon

BACKGROUND INFORMATION: The applicant, Araceli Salazar, is the owner of the property at 263 Senoia Road. She is requesting to turn a vacant home at this address into a licensed hair salon. The applicant states in the letter of intent that the hair salon will include two styling chairs, two shampoo bowls and a waiting area. The hours of operation will be Tuesday-Saturday from 10:00 a.m. – 8:00 p.m. and Sunday from 10:00 a.m. – 5:00 p.m. and closed on Monday. The property has been vacant for approximately 6-10 years and will require full renovation to include plumbing and electrical repairs. Major upgrades will be made to the interior and exterior of the structure.

STAFF RECOMMENDATION: APPROVAL CONDITIONAL

PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL


Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Rezoning Petition 18RZ-006

APPLICANT/PETITIONER INFORMATION

Property Owner
Araceli Salazar

Petitioner
El Milagro Hair Salon/Araceli Salazar

PROPERTY INFORMATION

Address, Land Lot, and District: 263 Senoia Road [parcel no. 09F101500470100], Land Lot 47 and District 9F

Frontage: Senoia Road

Area of Property: 1.283 acres

Existing Zoning and Use: R-3 (Single-Family Residential)

Overlay District: N/A

2035 Comprehensive Future Land Use Map Designation: Town Center Mixed Use

Proposed Zoning: C-1 (Neighborhood Commercial)

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
October 2, 2018

Mayor and City Council Public Hearing
October 22, 2018

INTENT

To rezone the subject property from **R-3 (Single Family Residential)** to **C-1 (Neighborhood Commercial)** for a hair salon

EXISTING LAND USE AND ZONING OF ABUTTING PROPERTIES

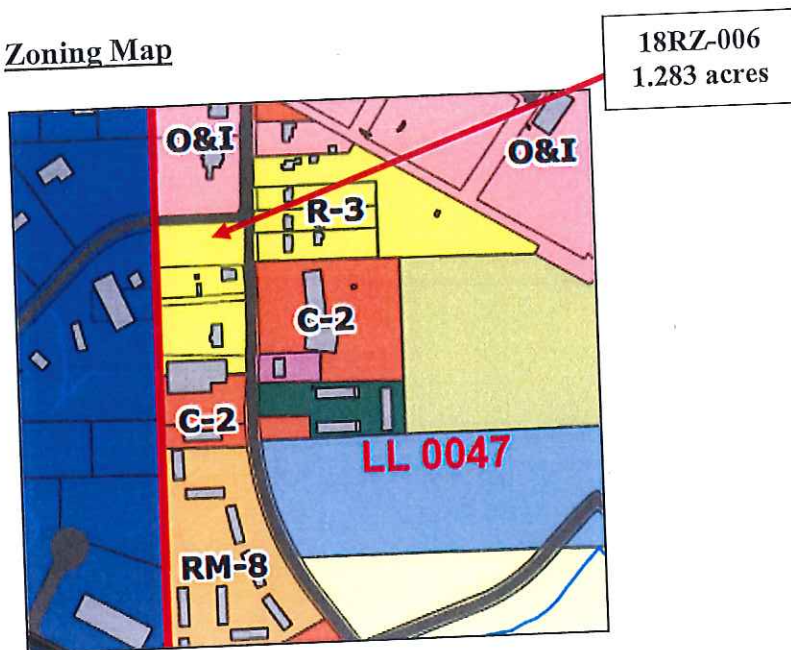
North: O&I (Office Institutional District)

East: R-3 Overlay (Single-Family Residential District) and C-2 (General Commercial District)

South: R-3 Overlay (Single-Family Residential District) and C-2 (General Commercial District)

West: M-2 (Heavy Industrial 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: O&I (Office Institutional District) to the north, R-3 Overlay (Single-Family Residential District) and C-2 (General Commercial District) to the east, PD (Planned Development District), R-3 Overlay (Single-Family Residential District) and R-3 Overlay (Single-Family Residential District) and C-2 (General Commercial District) to the south, M-2 (Heavy Industrial District) to the west.

The applicant is proposing to convert a single-family house into a licensed hair salon. The applicant states in the letter of intent that the hair salon will include two styling chairs, two shampoo bowls and a waiting area. The hours of operation will be Tuesday-Saturday from 10:00 a.m. – 8:00 p.m. and Sunday from 10:00 a.m. – 5:00 p.m. and closed on Monday. The property has been vacant for approximately 6-10 years and will require full renovation to include plumbing and electrical repairs. Major upgrades will be made to the interior and exterior of the structure.

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 zoning of surrounding properties varies from single-family (R-3) to industrial (M-2 Heavy Industrial).

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.

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

The staff is of the opinion that the proposal will not result in a use which will cause an excessive or burdensome use of the existing infrastructure.

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

The staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the property as Town Center Mixed Use. Commercial land use is an appropriate use in the Town Center Mixed Use Character Area. Also, one of the land use goals stated in the Comprehensive Plan is to improve the quality of development downtown by ensuring that residential and commercial development are in proximity to downtown. The development strategies for the Town Center Mixed Use Character Area are:

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

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.

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is in conformity with the current Future Development Map, which recommends Town Center Mixed Use. Commercial land use is an appropriate use in the Town Center Mixed Use Character Area. Therefore, based on these reasons, staff recommends **APPROVAL CONDITIONAL** of the rezoning petition.

Should the Mayor and City Council decide to rezone the subject property from R-3 (Single Family Residential) to C-1 (Neighborhood Commercial) 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. Hair salon and accessory uses

2. Permitted uses under C-1 (Neighborhood Commercial)

ATTACHMENTS

Letter of Intent
Impact Analysis
Legal Description
Site Photos

Araceli Salazar
El Milagro Hair Salon #1 LLC.
5241 Woodland Dr.
Lake City, GA 30260
7/31/18

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Dear City of Fairburn :

El Milagro Hair Salon #1 LLC. was founded March 19, 2003 by Araceli Salazar. This salon could be well known in the plaza of Senoia Rd. I am writing this letter to persuade the people in the community of Fairburn to approve the request of rezoning the property located in 263 Senoia Rd. Fairburn, GA 30213.

Rezoning the residential home (263 Senoia Rd. Fairburn, GA 30213) to a commercial property could require numerous permits based on converting this property into a hair salon. This property perhaps been vacant for about 6-10 years without proper care and will require plumbing, remodeling and electrical services. Major upgrades will be advertisement and constructional work for the interior and exterior.

This upcoming project will be including two styling chairs, two shampoo bowls, a refrigerator, and waiting chairs. A licensed employee with the same hours of operation which are; Tuesday-Saturday 10am-8pm and Sunday's 10am-5pm leaving Monday closed.

Sincerely,

Araceli Salazar
El Milagro Hair Salon #1 LLC.



IMPACT ANALYSIS

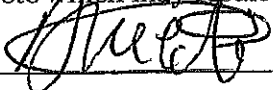
Applicant: Araceli Salazar

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? A hair salon (El Milagro Hair Salon #1 LLC) will be without too much hassle and could be visible and easily accessible by car, passerby and public transport.
2. Does the zoning proposal adversely affect the existing use or usability of adjacent or nearby property? The hair salon will give zero affect, to the usability of adjacent or nearby properties due to the fact that El Milagro is already in use, in front of the zoning area.
3. Does the property to be rezoned have a reasonable economic use as currently zoned? El Milagro will benefit economically by attracting clientele.
4. Will the zoning proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? El Milagro will be a trouble free transportation zone to our community streets by our wide open parking space.
5. Is the zoning proposal in conformity with the policies and intent of the land use plan? The land is a great space for a one floor hair salon building with a wide open parking lot that can fit maximally 10 cars.
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 will be plenty of changing conditions. If approved, our goal is to rezone the property with an outstanding hair salon, if denied we tend to reconstruct the property to a more suitable home.
7. Does the zoning proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of South Fulton? El Milagro Hair Salon profession takes place inside and will show no effect to the environment and citizens of South Fulton.

Attach additional sheets as needed.

The undersigned acknowledges that the site plan is submitted in accordance with Chapter 62, Article V - The Building Process of the City of Fairburn Code of Ordinance and failure to comply shall render my application incomplete which may result in delay in the process of this application.

Applicant signature: 

Date: 7-31-18

Applicant printed name: Araceli Salazar

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 47 of the 9th District, City of Fairburn, Fulton County, Georgia and being shown as 1.283 acres according to the Plat of Survey for Jonathan Anderson, dated 1/31/2018, prepared by Scanlon Engineering Services, Inc., Mark A. Buckner, RLS No. 2422 and recorded in Plat Book 407, page 5, Fulton County, Georgia Records, to which reference is made for a more particular description. Being known as 263 Senoia Road according to the present numbering system in Fairburn, Fulton County, Georgia.





CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

**SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 911
EMERGENCY COMMUNICATION SERVICES**

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

Submitted: 10/9/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: Fire Department/Police Department

BUDGET IMPACT: \$400,000

PUBLIC HEARING? () Yes (x) No

PURPOSE: For Mayor and Council to approve the Intergovernmental Agreement (IGA) for the provision of 911 emergency communication services between Fulton County and the City of Fairburn.

RECOMMENDED ACTION: Approval of the Intergovernmental Agreement (IGA) for the provision of 911 emergency communication services between Fulton County and the City of Fairburn.


Elizabeth Carr-Hurst, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATION SERVICES
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY OF FAIRBURN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this _____ day of _____, 2019.

WITNESSETH:

WHEREAS, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

WHEREAS, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months, from January 1, 2019 through and including December 31, 2019 with three (3) automatic renewals commencing on January 1 of each successive year; and

WHEREAS, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Communications-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2019 at 0000 hours and concluding at 2400 hours on December 31, 2019 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2022.
- 1.2 Fulton County therefore agrees to provide the City of Fairburn with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

ARTICLE 2

DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Emergency Services-911 Department, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Emergency Services-911 Department, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators; provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 **Emergency Communications Services** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Emergency Services 911 Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County private ambulance services.
- 2.5 **Emergency Communications 911 Department ("Department")** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 **Emergency Medical Priority Dispatch System** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 **Enhanced 911 Emergency Telephone Number System** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 **Fire Department** means the Fulton County Fire Rescue Department, or the City of Fairburn Fire/EMS Department.
- 2.9 **Police Department** means the Fulton County Police Department, or the City of Fairburn Police Department.
- 2.10 **Public Safety Answering Point ("PSAP")** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.

- 2.11 **Staffing Levels** means the availability of communications officers to handle calls for service from the City of Fairburn. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the 2019 County budget.

ARTICLE 3

TERM OF AGREEMENT

The initial term of this Agreement is for twelve (12) months, from January 1, 2019 at 0000 hours and concluding December 31, 2019 with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2022. At the conclusion of the last term (2400 hours on December 31, 2018), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 1, 2022 to review service under this Agreement and consider proposed modifications of the term. Any such proposal change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Fairburn City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

ARTICLE 4

COMPENSATION AND CONSIDERATION

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **\$400,000**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Fairburn.

ARTICLE 5

EMERGENCY COMMUNICATIONS SERVICES

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three (3) 8-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of Fairburn, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, evening, and morning shifts and may be modified by the Director of Fulton County Emergency Services 911 Department from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Emergency Services 911 Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Services 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Fairburn with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

ARTICLE 6

EQUIPMENT

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz trunked radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

ARTICLE 7

EMPLOYMENT STATUS

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the County Emergency Communications 911 Department.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Emergency Services 911 Department.
- 7.3 Fulton County Emergency Services 911 Department employees will not be specifically assigned as call takers for the City of Fairburn, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Fairburn. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

ARTICLE 8

RECORDKEEPING AND REPORTING

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50- 18- 70, *et seq.*
- 8.2 The Director of the Fulton County Emergency Services 911 Department shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Fairburn.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.

ARTICLE 9

ANCILLARY SERVICES

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Emergency Services 911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the operation of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Fairburn will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

ARTICLE 10

CITY- COUNTY RELATIONS

- 10.1 The Director of the Fulton County Emergency Services 911 Department, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Services 911 Department and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Emergency Services 911 Department to the County Manager.
- 10.2 At the request of the City Administrator, the Director of the Fulton County Emergency Services 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 11

TRANSITION

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Emergency Services 911 Department or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

ARTICLE 12

INDEMNIFICATION

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46- 5- 131. Only to the extent permitted by law and in the event O.C.G.A. § 46- 5- 131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 13

EVENT OF DEFAULT

13.1 An event of default shall mean a material breach of this Agreement by the County as follows:

13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

13.1.2 The County does not maintain sufficient personnel in the Emergency Communications 911 Department to handle the volume of 911 calls as required by Article 5.

13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.

13.2 An event of default shall mean a material breach of this Agreement by the City as follows:

13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.

ARTICLE 14

TERMINATION AND REMEDIES

14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.

14.2 If an event or default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term of condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 15

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 16

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, SW Suite 10000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Elizabeth Carr-Hurst, Mayor
City of Fairburn
56 SW Malone Street
Fairburn, Georgia 30213
470-755-0083
770-969-2850 (facsimile)

ARTICLE 17

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 18

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 19

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

ARTICLE 20

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors

ARTICLE 21

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals

FULTON COUNTY, GEORGIA

ATTEST:

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Interim Clerk (SEAL)
Fulton County Board of Commissioners

APPROVED AS TO FORM:

APPROVES AS TO SUBSTANCE:

Patrise Perkins-Hooker
County Attorney

Joseph Barasoain, Director
Fulton County Emergency Services

FAIRBURN, GEORGIA

Elizabeth Carr-Hurst, Mayor
City of Fairburn

City Clerk (Seal)



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800MHZ
RADIO SYSTEM ACCESS**

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

Submitted: 10/9/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: Fire Department/Police Department

BUDGET IMPACT: \$58,247 (2019/2020); \$61,701 (2021/2022)

PUBLIC HEARING? () Yes (x) No

PURPOSE: For Mayor and Council to approve the Intergovernmental Agreement (IGA) for the provision of 800 MHz Radio System Access between Fulton County and the City of Fairburn.

FACTS AND ISSUES: The City of Fairburn has 157 radio units under contract with Fulton County. The pro-rata shares for years 2019 and 2020 is \$371 times the number of radio units. The pro-rate shares for years 2021 and 2022 will increase approximately 6% to \$393 times the number of radio units.

RECOMMENDED ACTION: Approval of the Intergovernmental Agreement (IGA) for the provision of 800 MHz Radio System Access between Fulton County and the City of Fairburn.


Elizabeth Carr-Hurst, Mayor

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
800 MHz RADIO SYSTEM ACCESS
BETWEEN
FULTON COUNTY, GEORGIA and
THE CITY of FAIRBURN, GEORGIA**

This agreement is made and entered into on this _____ day of _____, 2019, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of Fairburn, a governmental authority authorized to do business in the State of Georgia, (hereinafter "User");

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, and School Board are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Fairburn in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 157 radio units on the County's System for the period from January 1, 2019 through and until December 31, 2019 with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2022. Notwithstanding the foregoing, in accordance with the requirement of O.C.G.A. §20-2-506(b), this agreement shall terminate at 2400 hours on December 31, 2019, 2020, 2021 and 2022, unless User terminates the Agreement by providing County with sixty (60) days advance notice of termination prior to the end of the calendar year. No automatic renewal shall occur after December 31, 2022. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon

sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2022 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and Fairburn City Council.

User Agrees To:

- (1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to 157. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Services 911 Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.
- (2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Services 911.
- (3) Comply with Motorola Software security constraints.
- (4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.
- (5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.
- (6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a

unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Emergency Services Department, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Services Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar

year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2019 and 2020 is \$371 times the number of radio units, 157, equals annual cost of \$58,247.00. The pro rata share for years 2021 and 2022 will increase by approximately 6% to \$393 times the number of radio units, 157, equals annual cost of \$61,701.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not

remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Fairburn shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

AMENDMENTS:

This Agreement may be modified at any time during the term by mutual written consent of the parties.

NOTICES:

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

If to the County:

Richard "Dick" Anderson, County Manager
141 Pryor Street, S.W.,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to:

Patrise Perkins-Hooker, County Attorney
141 Pryor Street, S.W.,
Suite 4038
Atlanta, Georgia 30303
404-612-0246
404-730-6324 (facsimile)

If to the City:

Elizabeth Carr-Hurst, Mayor
City of Fairburn
56 SW Malone Street
Fairburn, Georgia 30213
470-755-0083
770-969-2850 (facsimile)

NON- ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ENTIRE AGREEMENT:

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

EFFECTIVE DATE

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2019, whichever is later.

(Signatures On Following Page)

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

FULTON COUNTY, GEORGIA

ATTEST:

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

Tonya R. Grier, Interim Clerk (SEAL)
Clerk to the Commission

APPROVED AS TO FORM:

Patrise Perkins-Hooker
County Attorney

Joseph Barasoain, Director
Fulton County Emergency Services 911

CITY OF FAIRBURN, GEORGIA

ATTEST:

Elizabeth Carr-Hurst, Mayor
City of Fairburn

City Clerk (SEAL)



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: EPD EXPEDITED ENFORCEMENT COMPLIANCE ORDER

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

Date Submitted: 10/8/18 Date Work Shop: 10/22/18 Date Council Meeting: 10/22/18

DEPARTMENT: Water/Sewer

BUDGET IMPACT: \$3,000 from account #505-0000-52-3900 (other Contract Services)


PUBLIC HEARING: () YES (X) NO

PURPOSE: Accept an Expedited Enforcement Compliance Order from the Georgia Environmental Protection Division, Watershed Protection Branch in the amount of \$3,000.

HISTORY: This order covers the period of May 2017 through March 2018. During this time, there were four sanitary sewer overflows that resulted in sewage entering Line Creek and Bear Creek

FACTS AND ISSUES: One spill was caused by a tree falling on an aerial stream crossing during a hurricane, and three were caused by roots, rags and debris blocking the pipes. debris and grease in the pipe causing blockages.

RECOMMENDED ACTION: Accept the Expedited Enforcement Compliance Order in the amount of \$3,000.


Elizabeth Carr-Hurst, Mayor



GEORGIA

DEPARTMENT OF NATURAL RESOURCES

ENVIRONMENTAL PROTECTION DIVISION

Richard E. Dunn, Director

EPD Director's Office

2 Martin King, Jr. Drive
Suite 1456, East Tower
Atlanta, Georgia 30334
404-463-4713

SEP 27 2018

Honorable Elizabeth Carr-Hurst, Mayor
City of Fairburn
56 Malone Street
Fairburn, Georgia 30213-1341

RE: Notice of Violation
City of Fairburn
Proposed Expedited Enforcement Compliance Order

Dear Mayor Carr-Hurst:

This letter serves as a Notice of Violation of the Georgia Rules and Regulations for Water Quality Control and the Georgia Water Quality Control Act.

The City of Fairburn has reported four (4) unpermitted discharges from its sanitary sewer collection system to the waters of the State from May 2017 through March 2018. A list of the spills is included in the second page of the enclosed document. The Division alleges that the four unpermitted discharges are a violation of the Act and the Rules.

EPD is offering to resolve and settle this matter through the enclosed proposed Expedited Enforcement Compliance Order (Order). If you agree to the terms of the Order, please sign and return the Order, within thirty (30) days of receipt to the following address:

Georgia DNR Environmental Protection Division
Watershed Protection Branch
2 Martin Luther King, Jr. Drive
Suite 1152, East Tower
Atlanta, Georgia 30334
Attention: Reginald A. Williamson

If you have any questions, please contact Reginald Williamson at 404-463-4938 or Reginald.Williamson@dnr.ga.gov. Your cooperation in this matter is appreciated.

Sincerely,

Richard Dunn
Director

John Caldwell, Water & Sewer Department Superintendent City Engineer, City of Fairburn
Tony Ridgeway, Utility Director, City of Fairburn

RD/lh/rw

**GEORGIA ENVIRONMENTAL PROTECTION DIVISION
WATERSHED PROTECTION BRANCH
2 Martin Luther King, Jr. Drive, Suite 1152 East
ATLANTA, GEORGIA 30354**

EXPEDITED ENFORCEMENT COMPLIANCE ORDER

PART I: COMPLIANCE ORDER

County : Fulton

Facility Name and Permit No. (If applicable):

City of Fairburn

N/A

Name of Owner, Operator, or Responsible Official
(Respondent):

Honorable Elizabeth Carr-Hurst, Mayor

City of Fairburn

56 Malone Street

Fairburn, Georgia 30213-1341

A review of the Environmental Protection Division's (EPD) files indicates that the Respondent is in violation of provisions of Title 12 of the Official Code of Georgia Annotated (O.C.G.A.) and the applicable rules adopted by the Board of Natural Resources. The violation(s), applicable citations from the Rules and Act, and corresponding settlement amount is/are listed below:

391-3-6-.03, [O.C.G.A. §12-5-29(a)] Settlement \$ 3,000.00

Nature of Violation: Four sanitary sewer spills of raw sewage into State waters. See Attachment 1.

TOTAL SETTLEMENT AMOUNT \$ 3,000.00

By agreement of the parties, before the taking of any testimony and without adjudicating the merits of the parties' positions in this matter, in order to resolve the violations alleged herein, the Director hereby ORDERS and Respondent CONSENTS to the following Settlement Agreement.

PART II: SETTLEMENT AGREEMENT

The Respondent, by signing below, certifies under penalty of law that: a) the information submitted in this and all attached documents has been personally examined and that the Respondent is familiar with the information; b) the CITED VIOLATIONS HAVE BEEN CORRECTED; c) payment of the settlement amount in the form of a check made payable to the Department of Natural Resources will be mailed to the above address within thirty (30) days of execution of this Order.

This Order does not waive the Director's right to take further enforcement action against Respondent, or imply that the Director will not take such action, either for (1) the violations

alleged herein if Respondent fails to fully comply with the conditions of this Order, or (2) violations not alleged herein based on any other relevant requirements of this Order, the law, rules, and permit(s). Issuance of this Order does not waive the Director's right to use the violations alleged herein, upon sufficient evidence, to show past violations in any subsequent enforcement proceeding.

This Order is executed and entered solely for the purpose of resolving and disposing of the alleged violations set forth herein and does not constitute a finding, adjudication, or evidence of a violation of any law, rule, or regulation by Respondent, and, by consenting to this Order, Respondent does not admit to any factual allegation contained herein or to any violations of State laws. In addition, this Order is not intended to create and it shall not be construed or otherwise deemed to recognize or create any claim, right, liability, estoppel, or waiver of rights in favor of any third-party or parties.

By agreement of the parties, this Order shall have the same force and binding effect as a Final Order of the Director, and shall become final and effective immediately upon its execution by the Director. The parties further agree that this Order shall not be appealable by Respondent, and Respondent hereby waives its right to initiate any administrative or judicial hearing on the terms and conditions of this Order.

BY (print name): _____

TITLE: _____

SIGNATURE: _____

DATE: _____

FINAL ORDER BY EPD this ____ day of _____, 2018.

Richard E. Dunn, Director

ORDER NO: EPD-WP-

Georgia Environmental Protection Division
Wastewater Regulatory Program
2 MLK Jr., Dr. Suite 1152 E
Atlanta, Georgia 30334

Expedited Enforcement Compliance Order (EECO)

Four (4) Unpermitted Discharges to the waters of the State from May 2017 through
March 2018

| No. | Date | Location | Volume (Gallons) | Waterway Impacted | Reported Cause |
|-----|------------|-----------------------------------|---------------------|----------------------|--|
| 1. | 10/23/2017 | Dogwood Rd cul-de- sac | 1,200 | Line Creek | Debris |
| 2. | 9/25/2017 | 471 East Campbellton Street | 9,021 | Whitewater Creek | 4" diameter pipe broke an 8" diameter aerial crossing |
| 3. | 6/26/2017 | 160 Parkway Drive | 8670 | Line Creek | Roots and Rags |
| 4. | 5/3/2017 | 8081 Plantation Crossing | 3,600 | Whitewater Creek | Debris |



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: 2018 ECG Year End Settlement

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

Date Submitted: 10/12/18 Date Work Shop: 10/22/18 Date Council Meeting: 10/22/18

DEPARTMENT: Electric

BUDGET IMPACT:

PUBLIC HEARING: ☐ YES ☒ NO

PURPOSE: For Mayor and Council to direct Electric Cities of Georgia to distribute the City's year-end settlement of \$5,511.30 to the City's Education, Training & Development Fund.

RECOMMENDED ACTION: Staff recommends Mayor and Council to direct Electric Cities of Georgia to distribute the City's year-end settlement of \$5,511.30 to the City's Education, Training & Development Fund.


Elizabeth Carr-Hurst, Mayor

**ECG – Year-End Settlement (YES) Form
Fiscal Year 2018 (FY18)**

The FY18 Year-End Settlement refund from Electric Cities of Georgia (ECG) applicable to the City of Fairburn is \$5,511.30.

Please complete the following form with respect to the distribution of the above refund. You may allocate all of your refund to one of the options or split the funds between the two options by indicating a dollar amount or percentage split. This election form is to be completed by your authorized official.

We hereby direct that the following amount of funds available from the FY18 Year-End Settlement for Electric Cities of Georgia be distributed as follows:

| | | |
|--|-----------------|--------------------------------|
| A. EDUCATION, TRAINING & DEVELOPMENT FUND* | <u>100</u> % | \$ <u>5,511.30</u> |
| B. REFUNDED VIA CHECK | <u> </u> % | \$ <u> </u> |
| C. TOTAL REFUND | | \$ <u> </u> |

By: _____
Mayor -or- City Clerk

Date: _____

Printed Name

* These funds are specific to your utility and may be used for future training courses provided by ECG.

Please return the form via mail, fax or e-mail scan based on the information below at your earliest convenience and no later than **November 15, 2018**. As a default, ECG will issue your refund via check for forms not received by the deadline.

Mail:

Electric Cities of Georgia
Attention: Sallie Coleman
1470 Riveredge Parkway NW
Atlanta, Georgia 30328

Fax:

678.202.3110

E-mail:

scoleman@ecoga.org



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: SCHEDULE OF FEES - CEMETERY RELOCATION PERMIT FEE

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

Submitted: 10.15.18

Work Session: 10.22.18

Council Meeting: 10.22.18

DEPARTMENT: Community Development Department/Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: Staff is requesting to add a permit fee to Fairburn's Schedule of Fees pursuant to state law, specifically Abandoned Cemeteries and Burial Grounds, O.C.G.A. § 36-72-1 et. al. The permit fee will cover the city's expenses related to any request to relocate a cemetery. The proposed permit fee is \$1,369, which includes \$750 for attorney fees, \$481 for legal advertising costs, and \$138 for 4 hours of staff review time.

HISTORY: In August 2018, the owner of the Lester Family Cemetery property submitted an application to relocate the cemetery from Senoia Road/Hwy 74 to the Holly Hill Cemetery to allow for development of the property. The Lester Family Cemetery is located between the RaceTrac service station and the Package Depot liquor store. This cemetery is believed to pre-date the Civil War, with the earliest deed records being found in 1873. There are approximately 65 individuals interred in this cemetery. Georgia statute O.C.G.A. § 36-72-5 requires the applicant to include an archeological survey of the cemetery, a disinterment/re-interment plan, and a plan to identify and notify descendants of the buried persons. The applicant is still in the process of notifying known descendants.

FACTS AND ISSUES: Georgia statute O.C.G.A. § 36-72-10 allows local jurisdictions to create a fee for reviewing such applications. The fee may include, but is not limited to, attorney fees and the costs of hiring an independent archeologist or surveyor to review the plan.

RECOMMENDED ACTION: For the Mayor and Council to approve adding the Cemetery Relocation Permit fee in the amount of \$1,369 to the City's Schedule of Fees.


Elizabeth Carr-Hurst, Mayor

Document: O.C.G.A. § 36-72-10

O.C.G.A. § 36-72-10

Copy Citation

Current through the 2017 Regular Session of the General Assembly.

**Official Code of Georgia Annotated TITLE 36. LOCAL GOVERNMENT PROVISIONS
APPLICABLE TO COUNTIES AND MUNICIPAL CORPORATIONS CHAPTER 72.
ABANDONED CEMETERIES AND BURIAL GROUNDS**

§ 36-72-10. Application fee

The governing authority shall be authorized to impose an application fee which shall reflect the cost to the governing authority for processing and reviewing the application including, but not limited to, the cost of hiring an attorney, independent archeologist, and independent surveyor to assist in making recommendations regarding the applicant's plan. Such fee, if imposed, shall not exceed \$2,500.00.

History

Code 1981, § 36-72-10, enacted by Ga. L. 1991, p. 924, § 3.

OFFICIAL CODE OF GEORGIA ANNOTATED

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1 STATE OF GEORGIA

2
3 COUNTY OF FULTON

4
5 **RESOLUTION TO ESTABLISH A NEW FEE TO THE CITY'S FEE SCHEDULE**
6 **FOR CEMETERY RELOCATION PERMIT APPLICATION ISSUED BY THE**
7 **CITY OF FAIRBURN; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER**
8 **PURPOSES**
9

10 **WHEREAS**, the General Assembly of the State of Georgia has adopted certain laws, rules,
11 requirements and regulations in the State of Georgia, specifically Abandoned Cemeteries and
12 Burial Grounds, O.C.G.A. §§ 36-72-1, et al., to require the respectful treatment of human remains
13 in order to promote the health, safety, and welfare of the citizens of the State of Georgia, as well
14 as the citizens of the City of Fairburn; and
15

16 **WHEREAS**, the General Assembly of the State of Georgia has declared that human remains and
17 burial objects are not property to be owned by the person or entity that owns the land or water
18 where the human remains and burial objects are interred or discovered, but human remains and
19 burial objects are a part of the finite, irreplaceable, and nonrenewable cultural heritage of the
20 people of Georgia which should be protected; and
21

22 **WHEREAS**, the General Assembly of the State of Georgia has authorized the Mayor and City
23 Council of the City of Fairburn to allow the development of land on which a cemetery is located
24 after an applicant obtains a permit from the City pursuant to O.C.G.A. §§ 36-72-1, et al.
25

26 **WHEREAS**, the General Assembly of the State of Georgia has also authorized the Mayor and
27 City Council of the City of Fairburn to impose an application fee to reflect the cost to the City for
28 processing and reviewing the application, with the only limitation that such fee shall not exceed
29 \$2,500.00, as provided in O.C.G.A. § 36-72-10;
30

31 **WHEREAS**, it is incumbent that the City impose certain fees to cover expenses associated with
32 the review, inspection, advertisement and other costs incurred by the City; and
33

34 **WHEREAS**, Section 1-14 of the City of Fairburn Code of Ordinances, provides that the City
35 maintains a Schedule of Fees for permits, licenses and other municipal charges. The amount of
36 fees or charges imposed by the City, including, but not limited to, those encompassed in the City's
37 fee schedule, shall be established by resolution of the City Council from time to time, as the
38 Council deems necessary; and
39

40 **WHEREAS**, Mayor and City Council find it necessary to establish a one thousand three hundred
41 sixty-nine dollars (\$1,369.00) application fee for a cemetery relocation permit; and
42

43 **NOW THEREFORE, IT IS HEREBY RESOLVED**, pursuant to O.C.G.A. §§ 36-72-1, et al.
44 and Section 1-14 of the City of Fairburn Code of Ordinances, that the Mayor and City Council
45 deem it necessary to add a new fee, in the amount of one thousand three hundred sixty-nine dollars
46 (\$1,369.00), to the City's Schedule of Fees for the cemetery relocation permit application fee; and

1 **BE IT FURTHER RESOLVED**, that all other documents, fees that are in conflict with anything
2 contained herein are hereby repealed.

3
4 This resolution shall be effective upon adoption.

5
6 This _____ day of _____, 2018.

7
8 CITY OF FAIRBURN, GEORGIA

9
10
11 _____
12 Elizabeth Carr-Hurst, Mayor

13
14
15 APPROVED AS TO FORM:

16 ATTEST:

17
18 _____
19 William R. Turner, City Attorney

Keshia McCullough, City Clerk



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Fairburn Business & Investment forum

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

Submitted: 10/12/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: Economic Development

BUDGET IMPACT: Fund/Dept/Account: 100/7500/52-3705 Business Meeting \$3,000; 100/7500/52-3400 Printing & Binding \$1,500; 100/7500/52-3900 Other Contract Services \$750; 100/7500/53-1700 Miscellaneous Supplies \$200; 100/7500/53-1100 Office Supplies \$50. **TOTAL PROJECTED EXPENDITURES: \$5,500**, which is 14.37% of Year 2018/2019 approved budgeted monies outside and NOT INCLUDING Professional Services (any sponsorship or registration fees (TBD) received will reduce the projected expenditures from actual accounts)

PUBLIC HEARING? () Yes (X) No

PURPOSE: Promoting the Growth of Small & Medium-Sized Enterprises in the City of Fairburn.

HISTORY: In January 2017, the City of Fairburn began implementation of its Economic Development Strategic Plan (EDSP). The Business & Investment Forum fulfills Goal 2: PROMOTE THE GROWTH & EXPANSION OF EXISTING BUSINESSES and Strategy 2.1.3: Development business seminars & workshops to help business owners hone their business skills.

FACTS AND ISSUES: Date: Wednesday, December 5, 2018; Time: 8:00 – 1:30 PM; Where: Fairburn Educational Campus/ GMC Building/Suite 300; Participants: Local officials, economic developers, business and industry leaders from Metro Atlanta and State of Georgia; Format: Discussion panels and speeches by subject matter experts, vendors/exhibitors (optional). Keynote speaker is Terri L. Denison, Georgia District Manager for Small Business Administration (SBA); Attendees: Local officials, local businesspersons, and educators, Fairburn Downtown Development Authority/Development Authority Board Members, etc.

RECOMMENDED ACTION: Information only


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE PROPOSAL FROM ALLEN VIGIL FOR THE PURCHASE OF A VEHICLE FOR THE CODE ENFORCEMENT DIVISION

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

Submitted: 10/12/2018 Work Session: 10/22/2018 Council Meeting: 10/22/2018

DEPARTMENT: Community Development/Code Enforcement

BUDGET IMPACT: \$25,613.00 from line item #100-7200-54-2200 (Inspections & Enforcement)

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the proposal for the purchase of a vehicle for the Code Enforcement Division.

HISTORY: The Code Enforcement Division has a job opening for a Code Enforcement Officer/Development Inspector. The position requires the use of a city-owned vehicle.

FACTS AND ISSUES: Allen Vigil Ford has a statewide contract with the State Purchasing Division (SPD). The State Purchasing Division (SPD) oversees the procurement functions for the State of Georgia and manages all policies related to procurement. By leveraging the buying power of state entities and identifying shared needs, the SPD negotiates discount prices for quality products and services in the form of Statewide Contracts. These contracts are available to all state entities, including cities, counties, and other local government entities. In addition to discounted prices, SPD saves State Entities the time, labor and costs associated with managing the bidding process themselves.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the proposal from Allen Vigil Ford for the purchase of a 2019 Ford 150 for the purchase price of \$25,613.00.


Elizabeth Carr-Hurst, Mayor

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2019 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

SWC #99999-SPD-ES40199373-002

Equipment included in

Base price

3.3L V6 Flex Fuel engine
6 Speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear view back up camera
Vinyl 40/20/40 Bench Seat
Rubber Floor Covering
Full Size Spare/ Step bumper
Autolamp headlights
Short Bed (6.5 ft)
6500 GVWR
P245/70Rx17 Tires
Rain sensing wipers

Exterior Colors Interior Color
Medium
Gray

D1 Stone Gray X
PQ Race Red X
N1 Blue Jeans X
E7 Velocity Blue X
UX **Ingot Silver** X
UM Agate Black X
J7 Magnetic X
YZ White X
E2 Magma Red (XLT X

Only)

School Bus Yellow is available at
\$720.00 per vehicle

FOB Allan Vigil Ford
Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

* 5.0L V8 or 3.5L EcoBoost
engine required
** Not available with regular
cab short wheel base
*** Requires 85A (Power W-L-M)

NOTE: Auto Start/Stop is standard on all F150 engines

| Options | Price | Code |
|------------------------------|----------|-----------|
| 5.0L V8 Flex Fuel engine | 1,836.00 | 995 |
| 3.5L V6 EcoBoost engine** | 2,388.00 | 99G |
| 2.7L V6 EcoBoost | 916.00 | 99P |
| Long Bed (8 ft) | 285.00 | 145 |
| Extended range fuel tank** | 410.00 | 655 |
| Super Cab (6.5 ft. bed) | 2,525.00 | X1C |
| Super Cab (8 ft. bed) * | 3,690.00 | X1CLong |
| 4x4 Option (All models) | 2,645.00 | F1E |
| Skid Plates | 155.00 | 413 |
| Crew Cab SWB (5.5 ft bed) | 4,920.00 | 4920 W1Cs |
| Crew Cab LWB* (6.5 ft bed) | 5,850.00 | W1CI |
| Limited Slip Axle | 525.00 | XL9 |
| Tilt / Cruise | 215.00 | 50S |
| Running boards (black) | 262.00 | 18B |
| Daytime Running Lights | 42.00 | 942 |
| Power Windows/Locks/Mirrors | 1,088.00 | 1088 85A |
| Power Seat-requires 85A | 345.00 | 91P |
| Class IV Hitch (w/o tow pkg) | 100.00 | 53B |
| Trailer Tow Pkg | 555.00 | 53A |
| Trailer Tow Pkg (w/101A pkg) | 916.00 | 53A |
| Tow Mirrors w/ spotlights*** | 495.00 | 54Y/59S |
| XL w/ Power W-L-M, SYNC, | | |
| AM/FM/CD, & Cruise control. | 2,075.00 | 101A |
| SYNC(Bluetooth)& Cruise con. | 690.00 | 52P/50S |
| 40-20-40 Cloth Split Bench | N/C | n/c CG |
| Cloth Buckets w/console | 275.00 | WG |
| Electric Brake Controller | 265.00 | 67T |
| Fog Lights | 135.00 | 595 |
| Carpet w/ Mats | 140.00 | 168 |
| XL SSV Package | 49.00 | 66S |
| XLT Package | 4,763.00 | 300A |
| Rear window defroster & | 305.00 | 57Q/924 |
| privacy glass | | |
| Aluminum Wheels & Bumpers | 740.00 | 86A |
| Box Side Steps | 305.00 | 63S |
| Tailgate Step | 355.00 | 63T |
| Reverse Sensing-requires | 255.00 | 76R |
| 53A or 53B | | |
| Spray-in Bedliner | 375.00 | 375 ATK |

| | |
|------------------------------|--------------------|
| Options total | 6383 |
| Other vendor added equipment | |
| Delivery | 75 |
| Total | \$25,613.00 |

Contact person OK Bob Burtner
Agency Allan Vigil Ford
Phone Number _____
Fax number _____

Aug, 2018



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH UNION CITY FOR THE 2018 LMIG/TSPLOST CITY-WIDE RESURFACING PROJECT, ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

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

Submitted: 10/12/2018 Work Session: 10/22/2018 Council Meeting: 10/22/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of approximately \$55,547.95 in project funding.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the City of Union City to provide supplemental funding for the 2018 LMIG/TSPLOST City-Wide Resurfacing Project, (18-006) Roadway Improvements on Various City Roads.

HISTORY: The City of Fairburn requested the city of Union City contribute construction funding towards the 2018 LMIG/TSPLOST City-Wide Resurfacing Project, (18-006) Roadway Improvements on Various City Roads. The intent was to coordinate the roadway improvements of Vickers Road from Tennis Drive to Beverly Engram Pkwy (SR 138) under the above-mentioned project which is partially inside of Union City and partially inside of the City of Fairburn.

FACTS AND ISSUES: The proposed IGA is means by which the funding agreement between the City of Fairburn and the City of Union City will be formalized. In order to be reimbursed approximately \$55,547.95 in construction funding for the proposed roadway improvements on Vickers Road the IGA with the city of Union City must be approved.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the Union City for the 2018 LMIG/TSPLOST Project, (18-006) Roadway Improvement on Various City Roads.


Elizabeth Carr-Hurst, Mayor

(STATE OF GEORGIA)

(COUNTY OF FULTON)

INTERGOVERNMENTAL AGREEMENT

2018 LMIG/TSPLOST, Roadway Improvements on Various City Roads – Vickers Road Resurfacing Project Number 18-006

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**City of Fairburn**”) and City of Union City, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “**Union City**”), each of whom has been duly authorized to enter this agreement,

WITNESSETH:

WHEREAS, the City of Fairburn is working as the project sponsor on Project Number 18-006, Roadway Improvements on Various City Roads; and

WHEREAS, the City of Fairburn wishes to coordinate the roadway improvements of Vickers Road from Tennis Drive to Beverly Engram Pkwy (SR 138) under the above-mentioned project which is partially inside of Union City and partially inside of the City of Fairburn; and

WHEREAS, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project consists of includes milling, temporary traffic control, asphalt paving, manhole adjustments and associated tasks.
2. Design Costs - The City of Fairburn conducted the preparation of the construction plans for the project. The City of Fairburn was responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of Union City’s city boundary.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. Union City shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within Union City. There are no anticipated ROW costs.
4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of Union City shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.
5. Construction Cost – The City of Fairburn will contract with a contractor to construct the project. The City of Union City shall be responsible for all construction costs necessary to construct the project inside of the City of Union City’s city boundary. The City of Union City’s total estimated cost for construction is **\$55,547.95 or 40% of the road improvement costs of Vickers Road, from Tennis Drive to Beverly Engram Pkwy (SR 138)**. Said payment to the City of Fairburn shall be due within 30 days after final

INTERGOVERNMENTAL AGREEMENT
2018 LMIG/TSPLOST, Roadway Improvements on Various City Roads – Vickers Road Resurfacing
Project Number 18-006

completion of the construction activities on Vickers Road. Please reference Exhibit “A” for the itemized breakdown of estimated construction cost.

6. Funding – In consideration of and with respect to funding to be provided by the City of Union City, the City of Fairburn agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Fairburn shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of Union City for this project.

7. Notices – All notices pursuant to this agreement shall be served as follows:

As to City of Union City, Georgia:

Mayor
5047 Union Street
Union City, Georgia 30291

As to City of Fairburn, Georgia:

Mayor
56 Malone St., SW
Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either one (1) year from that date or at such time as the construction of the Roadway Improvements Project has been completed and fulfilled. The let date for this project was May 16, 2018. The anticipated Notice of Award date is September 28, 2018.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either City of Fairburn or to the City of Union City by the Constitution and laws of the State of Georgia.
12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.

INTERGOVERNMENTAL AGREEMENT
2018 LMIG/TSPLOST, Roadway Improvements on Various City Roads – Vickers Road Resurfacing
Project Number 18-006

13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20____

CITY OF FAIRBURN, GEORGIA

ATTEST: _____
Keshia McCullough
City Clerk

By: _____
Elizabeth Carr-Hurst, Mayor
City of Fairburn

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Deputy Director, Community Development/Public Works

City Attorney

CITY OF UNION CITY, GEORGIA

ATTEST: _____
(Seal)
Clerk to the Commission

By: _____
Vince Williams, Mayor
City of Union City

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Director, Public Services Department

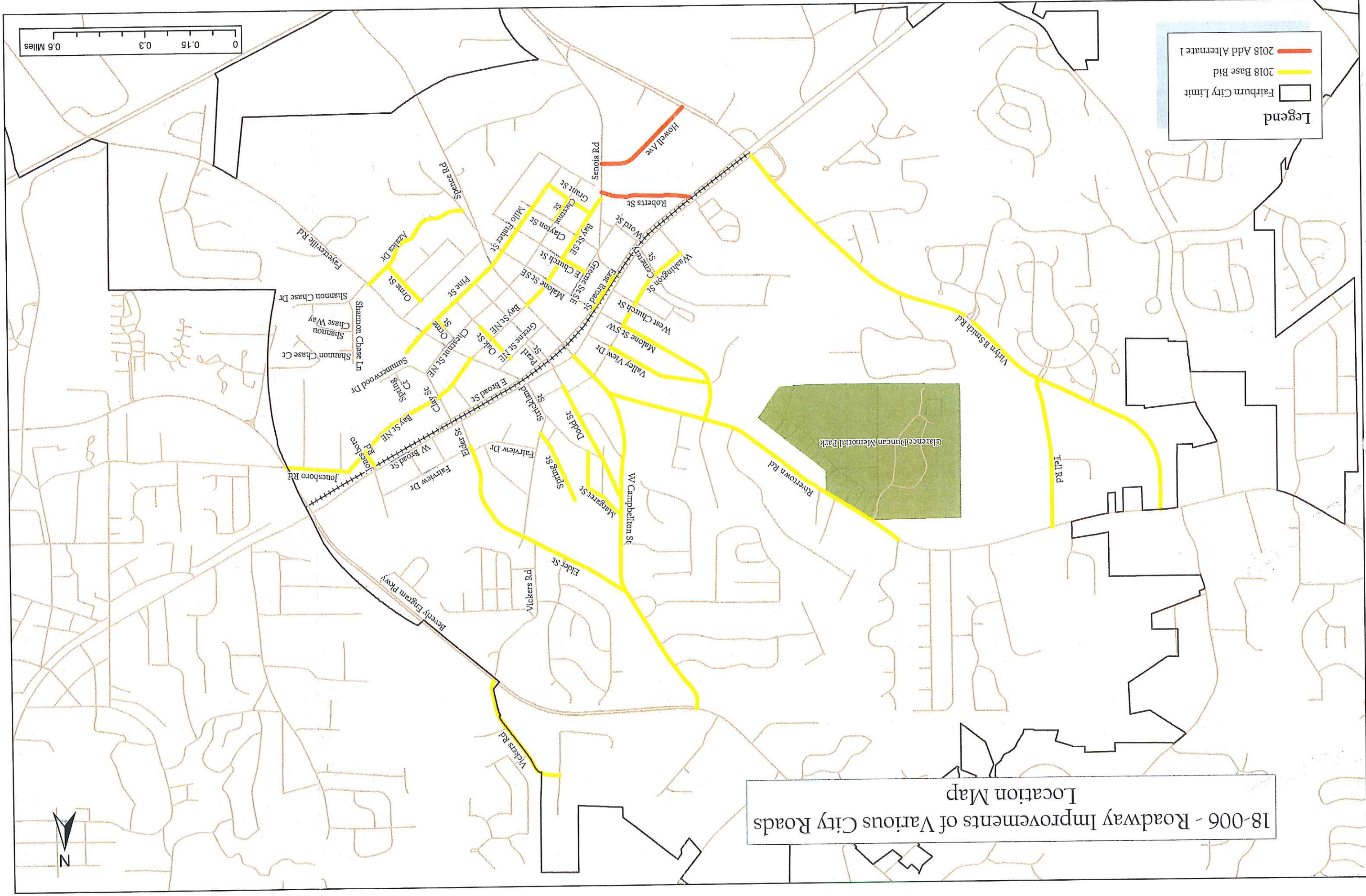
Office of City Attorney

EXHIBIT “A” CONSTRUCTION COST

| VICKERS ROAD [TENNIS DR TO BEVERLY ENGRAM PKWY (138)] | | | | |
|--|-----------------|-------------|-------------------------|----------------------|
| ITEM DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL |
| 12.5mm Recycled Asph. Patching - Incl. Bit/Lime/Tack @ 4" | 337 | TN | \$ 169.00 | \$ 56,953.00 |
| 9.5mm Recycled Asph. Conc. - Incl. Bit/Lime/Tack @ 1.5" | 584 | LS | \$ 91.00 | \$ 53,144.00 |
| Milling (1.5") | 7152 | SY | \$ 2.67 | \$ 19,095.84 |
| Striping, Ther. 5-inch yellow | 5364 | LF | \$ 0.71 | \$ 3,808.44 |
| Striping, Ther. 5-inch white | 5564 | LF | \$ 0.71 | \$ 3,950.44 |
| Striping, Ther. 24-inch white | 24 | LF | \$ 8.92 | \$ 214.08 |
| Raised Pavement Markers, TP 1 (2@17'OC) | 358 | EA | \$ 4.76 | \$ 1,704.08 |
| | | | PROJECT SUBTOTAL | \$ 138,869.88 |

Union City 40% match = \$55,547.95

18-006 - Roadway Improvements of Various City Roads
Location Map





CITY OF FAIRBURN AGENDA ITEM

SUBJECT: Discussion of the Betty Hannah Plaque/ Monument Signage at the Fairburn Educational Campus

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

Date Submitted: 10/12/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: PROPERTY MANAGEMENT

BUDGET IMPACT: If approved not to exceed \$2,529.00 including installation; funding to be taken from line item #100-1565-52-3900

PURPOSE: For Mayor and Council to come to an agreement on whether the campus was renamed the Betty Hannah Educational Campus during the October 10, 2016 Council Meeting, to modify the existing plaque and lastly to install a monument sign. The last two items would serve in naming the Administration Building in her honor.

HISTORY: Mayor Hannah served as Mayor of Fairburn for quite a period of time, therefore, a plaque was created in her honor and installed on the exterior portion of the Administrative Building at the Campus. Lately there has been some misunderstanding of this dedication. Some felt as if the Campus was renamed, while others felt the honor was for the building itself. A copy of the cover sheet submitted prior to the 10-10-16 City Council Meeting (with the area worth noted highlighted) is attached.

RECOMMENDED ACTION: Staff is seeking approval to erect the modified plaque or guidance in which direction the Mayor and Council wants to proceed.


Elizabeth Carr- Hurst, Mayor



CITY OF FAIRBURN AGENDA ITEM

SUBJECT: DISCUSSION AND POSSIBLE APPROVAL FOR THE COUNCIL TO APPROVE OR MAKE CORRECTIONS TO THE DESIGN AND PURCHASE OF THE FOLLOWING PLAQUES:

| | | |
|------------------------------------|--|---|
| <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 |

Date Submitted:

10-03-2016

Date Work Shop:

10-10-2016

Date Council Meeting:

10-10-2016

DEPARTMENT: PROPERTY MANAGEMENT

BUDGET IMPACT: If approved not to exceed \$1,200.00 to be taken from line item 100-1565-52-3900

PURPOSE: For Mayor and Council to approve the designs or make changes to the two honorary plaques to be produced for former Councilwoman Mrs. Frankie Arnold, former Mayor Mrs. Betty Hannah.

HISTORY: Mrs. Frankie Mae Arnold served on this city council for a period of twelve years, where she became known as a "Trailblazer" for the city. This council in an effort to keep her present live within the city for many years to come, have decided to name our Downtown Stage/Courtyard in her honor.

This is also to honor former Mayor Betty Hannah by naming our Administration Building at our Educational complex, located at 320 West Broad Street in her honor, utilizing the former Mayor vision for the creation of this facility which became official November, 2008.
This is to serve as a token of appreciation for both of our servants for a job well done.

RECOMMENDED ACTION: Staff recommends that City Council allow for the design of these two plaques, with any text changes if desired by this governing body prior to production. Keep in mind there are no additional charges for added texts, however if text warrants enlarging the size of the plaques additional fees may be added.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

Johnson; it is proper to list them as former because of the date.

Council Member Hurst said to list Council Member Whitmore and Council Member Pallend as current.

Council Member Whitmore asked if Brenda B. James be placed with the former council members and mentioning the current Interim City Clerk, Stephanie Tigner.

Council Member Portis-Jones made a friendly amendment to the motion on the floor made by Council Member Glaize to approve the purchase and design of the dedication plaques for Duncan Park Pool/Bath and Splash Pad in an amount not to exceed \$1,941.00 and to add Council Member Pallend and Council Member Whitmore as current council; list Ron Alderman and Marion Johnson as Former council members; and to list Brenda B. James as Former City Clerk and to list Stephanie Tigner as current Interim City Clerk with Council Member Whitmore providing the second. **The motion carried.**

8. Approval of the Purchase and Design of Plaques for former Councilwoman Frankie Arnold and Former Mayor Betty Hannah

Council Member Portis-Jones made a motion to approve the purchase and design of plaques for Former Councilwoman Frankie Arnold and Former Mayor Betty Hannah with Council Member Glaize providing the second.

Council Member Pallend did not have any corrections to Former Council Member Frankie Arnold's plaque.

Council Member Whitmore suggested adding "Service on Fairburn City Council" and to include the dates of service.

Mayor Avery wanted to know if there was any objection on adding "Served on Fairburn City Council".

Council Member Whitmore wanted to know if Council would consider adding the date that Former Council Member Frankie Arnold served on City Council. He said the plaque does not display the time period in which she served; I think it is important to list dates. In this case, we can add the date elected to the end of service date.

Council Member Pallend suggested adding the verbiage "In honor a Mayor Betty Hannah who presided over the grand opening of the Fairburn Education Campus" with a quote "this is what can happen when you have a vision".

Mayor Avery wanted to know if Council would consider adding the date of service to

the plaque honoring Former Mayor Betty Hannah. All members of Council agreed to add the date of service.

Interim City Administrator Hood wanted to clarify the verbiage for Former Council Member Frankie Arnold. He asked if the plaque should read "12 years of dedicated service on Fairburn City Council." The Council agreed and **the motion carried.**

13. To Authorize the EEO Officer

City Attorney Randy Turner provided an overview of the request to Authorize Carmen Alexander as the Equal Employment Officer for the City of Fairburn.

Council Member Pallend made a motion to authorize Carmen R. Alexander to service as the City's temporary EEO Officer with Council Member Whitmore providing the second.

Council Member Glaize wanted to know if the officer would be identified for this one case.

City Attorney Randy Turner said my intention is for her to handle this one matter. If there are any other needs, I would not move forward to continue without coming back to council for authorization.

Council Member Glaize asked if it is non EEO matter would this individual follow through as an investigator.

City Attorney Randy Turner said if the initial decision from the EEO officer is that the complaint that he or she receives does not state a claim under the City's policy then that would be the decision of the EEO officer that would go back to the employee who filed the complaint; that is a decision of itself. If that is the decision an employee has a right to appeal that decision. If the EEO officer determines that it is valid complaint under our policy then it would be his/her responsibility to investigate.

City Attorney Randy Turner provided clarification on the EEOC and EEO. **The motion carried. 5-0**

Council Member Glaize then left the meeting for a personal reason, but there continued to be a quorum present."

10. Discussion of the SOP for the Use of Body Worn Cameras

Interim Police Chief Sutherland provided an overview of the SOP for the Use of Body Worn Cameras.

1 - 20" x 36" x .75" Cast Bronze, Black Background, Pebble finish, Double Line
Bevel Edge, Stud Mounted - \$2334.00 plus tax. Installation \$195.00

36 in

20 in



The City of Fairburn Honors

MAYOR BETTY HANNAH



WHO PRESIDED OVER THE GRAND OPENING
OF THE FAIRBURN EDUCATION CAMPUS
"THIS IS PROOF OF WHAT CAN HAPPEN
WHEN YOU HAVE A VISION"

NOVEMBER 18, 2008



CITY OF FAIRBURN AGENDA ITEM

SUBJECT: Request for Proposals Janitorial Services for Fairburn Youth Center

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

Date Submitted: 10/12/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: PROPERTY MANAGEMENT

BUDGET IMPACT: Line item #100-1565-52-2130

PURPOSE: For Mayor and Council to authorize the release of the RFP to obtain a professional janitorial contractor to perform these duties at our Youth center. These documents were sent to our City Attorney, Mr. Turner for his review and approval.

HISTORY: The center has not had a contract with a cleaning service to perform these duties since May 2018. An independent contractor performed these duties for a short period of time and discovered it was not the wise thing to do. Since that service was halted, our Recreation staff has assumed these duties, taking them away from their normal duties.

RECOMMENDED ACTION: Staff recommends Council to authorize the release of RFP #18- 001 to obtain bids for the said services indicated in the proposal.


Elizabeth Carr- Hurst, Mayor



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

Request for Proposals

Janitorial Services for Fairburn Youth Center

RFP-18-001

Fairburn Youth Center
149 ROOSEVELT HWY.
FAIRBURN, GA. 30213

Contact: Harvey Stokes, Director of Property Management
56 Malone Street
Fairburn, Ga. 30213
Telephone Number: 770-964-2244
Fax Number 770-306-6919
E-Mail Address: hstokes@fairburn.com

| Estimated Timeline: | Comments: |
|--|------------------------------------|
| Issue Date : October 24, 2018 | |
| Pre-Bid Meeting Mandatory : November 20, 2018 | City Council Chambers at 9:00 a.m. |
| Site Visit Mandatory : November 20, 2018 | After Pre-Bid meeting |
| Questions Due: November 30, 2018 | no-later-than 1 pm |
| Bid Due Date: December 21, 2018 | no-later than 3 pm |
| Anticipated Contract Start Date: January 8, 2019 | Pending Mayor/ Council Approval |

September 4, 2018

This is a Request for Proposal (RFP) for Janitorial Services at the Fairburn Youth Center, owned by the City of Fairburn, located at **149 ROOSEVELT HWY., FAIRBURN, GA. 30213 (3 DAYS PER WEEK)**. This is a formal request to **Approved Pre-Qualified Janitorial Services for FY'2018** to solicit proposals or price quotations. Information is provided below and on the City's website: www.fairburn.com.

Instructions for preparation and submission of a proposal are contained in this package. All proposals are due at Fairburn City Hall, located at 56 Malone Street, Fairburn, Georgia 30213, no later than 3:00 p.m. on Friday, December 21, 2018.

Scope of Work and Deliverables

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services listed below. The required objective is to maintain the facility in such a manner that the location provides a clean, healthy, and safe work environment for occupants and visitors:

- Lighting fixtures
- Air-vents / registers (the outside)
- Waste-receptacles (including ash-receptacles)
- Restrooms
- Locker-rooms / showers
- Entrance / Lobby
- Corridors (including drinking fountains)
- Stairwells
- Landings
- loading areas
- Sidewalks
- Recycling
- Rubbish / Waste removal (to dumpster sites)
- Conference / Meeting rooms
- Staff Offices / work-stations
- Closets, File, and Storage-rooms
- Floors

- Play areas
- Gymnasiums
- Interior Windows (including window treatments such as blinds, etc.)
- Furniture (including desks, tables, cabinets, work-surfaces, upholstery, etc.)
- Exterior windows

All toiletry supplies will be provided by the City of Fairburn. Contractor is to provide all necessary tools and equipment normally associated with this type of labor.

Work and Deliverable

A. Description of Service:

Contractor shall perform the task descriptions that follow, which are the minimum acceptable cleaning performance standards under this Agreement:

1. Carpet /Rug Cleaning: All carpets/rugs shall be clean, free of spots, gum, crusted material, spillages, and removable stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Carpet cleaning by hot water extraction at a temperature that will kill and eliminate bacteria. Hot water extraction by truck-mount is the preferred method.
2. Carpet Spot Cleaning: Buildup, spillage or crusted material shall have been removed along with spots, smears and stains. There shall be no evidence of "fuzzing" caused by harsh rubbing or brushing of carpet. Spot cleaned areas shall blend with adjacent areas.
3. Carpet Cleaning by Thorough Vacuuming: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpet shall lie in one direction upon completion of the vacuuming task. Note: Prior to vacuuming area, move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas where water and/or snow does not present a problem. Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.
4. Dust Mop: Thoroughly dust mops all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with water based dust control chemical. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.
5. Damp Mop: Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.

6. Floor Cleaning / Thorough Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under furniture or behind doors.
7. Damp Mopping and Spray Buffing: Floors shall be slip resistant, free of marks, skipped areas, streaks, and map strands. Walls, baseboards and other surfaces shall be free of splashing and marks from the equipment. The finished area should have a uniform luster. There shall be no buildup of finish in corners. Dust mopping must be performed with a treated mop. After sweeping and damp mopping operation, all floors must be clean and free from strings, bristles and dirt streaks. Leave no dirt in corners, behind radiators, under furniture, behind doors, on stairs or landings. Leave no dirt where sweepings were picked up. Leave no dirt, trash, or foreign matter under desks, tables or chairs.
8. Wet Mopping and Scrubbing: The floors must be properly prepared, thoroughly swept to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Upon completion of the wet mopping or scrubbing, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
9. Wet Mopping and Buffing: Floors must be damp mopped and buffed between regular waxing operations. Prepare the floor by sweeping to remove all visible dirt and debris. The floor area will then be damp mopped and machine buffed to a polished appearance with a high-speed buffer.
10. Damp Wiping: This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance. The wetting solution must contain an appropriate cleaning agent. When damp wiping in toilet areas, use a multi-purpose disinfectant and deodorizer.
11. Stripping and Sealing: Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface. Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids.
12. Waxing and Buffing: Apply wax in a thin, even coat and machine buff with a high-speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or windowsills, nor used in place of stepladder. All furniture readily movable by one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.
13. Empty Waste Receptacles: Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. Liners must be used in all waste receptacles and must be changed as needed and no less than once per month. Waste containers in restrooms; break rooms, lunchrooms and conference rooms must be inspected daily and changed as needed.

14. Restroom Cleaning: While performing restroom cleaning during the day, an approved sign must be placed at the entrance warning tenants that the restroom is closed. A schedule for closing restrooms must be established with the Facility Manager in advance.

a. Fill Dispensers (Restroom Cleaning): Dispensers of all types must be checked daily and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).

b. Dusting (Restroom Cleaning): Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control chemical, must be used. Areas not cleared by office occupant are not to be dusted.

c. Disinfect (Restroom Cleaning): Clean and disinfect waste receptacles and dispensers inside and outside. Use proper chemicals for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved *disinfectant solution and allow to air dry.

d. Clean and Disinfect Sinks (Restroom Cleaning): Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved crème cleanser. Rinse thoroughly as all crème cleanser residues must be removed. Then wipe each item with approved *disinfectant solution and allow to air dry.

e. Clean Glass and Mirrors (Restroom Cleaning): Thoroughly clean all glass and mirrors using an approved alcohol based glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

f. Clean and Disinfect Toilets and Urinals (Restroom Cleaning): Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. (Approved acid cleaner may not be used more than once per month and should be used on the interior of toilet or urinal only. Great care must be taken to avoid any chrome when acid cleaner is used). Wipe each toilet, toilet seat and urinal completely with approved disinfectant solution. Buff-dry to a streak, smear and smudge free "shine". Leave seats in a raised position.

g. Clean and Disinfect Walls, Doors, Partitions and Handrails (Restroom Cleaning): Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

h. Damp Mop - *Disinfectant (Restroom Cleaning): Thoroughly damp mops all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved *disinfectant solution. Allow to air dry.

Note: All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

15. Clean and disinfect Showers, shower walls and stalls (Restroom where applicable): Thoroughly clean all showers, including bottom, faucets, and spigots, with approved crème cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails

with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved *disinfectant solution and allow to air dry.

16. Remove Carpet Runners (as applicable): Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.
17. Replace Carpet Runners (as applicable): After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.
18. Cleaning / Disinfecting Drinking Fountains: Thoroughly clean entire exterior surface with approved cream cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cream cleanser must be removed. Wipe entire surface with approved disinfectant solution and wipe dry utilizing a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.
19. Stainless Steel (Brass) Cleaning : Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.
20. Cleaning, High Traffic Areas: High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the COF.
21. Carpet Cleaning by Hot Water Extraction: Perform vacuuming, and carpet cleaning by extraction method with commercial grade equipment only (preferably truck mounted equipment). Prior to carpet cleaning all carpeting, including carpet runners, must be thoroughly cleaned as follows:
 - (a) All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
 - (b) Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Chemical should be left to work for 10-15 minutes
 - (c) Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and chemicals, at approved dilutions, must be used.
 - (d) All stains must be removed during the extraction process, using approved chemicals. Great care must be taken to completely remove stain removal chemicals from carpet fiber.
 - (e) Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
 - (f) Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
22. Spray Buff Hard Floors: Hard floor must be properly prepared before spray buffing by removing carpet

runners, dust mopping, and damp mopping hard floor areas. Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing chemical, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed. Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often. Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor. Floor shall be dust mopped after scheduled spray buffing is completed. Replace carpet runners to original position post-cleaning.

23. Strip and Refinish: Close and properly mark area "closed" with approved signage. Remove all movable objects from area.

- (a) Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
- (b) Thoroughly agitate all floor area to remove all old finish with approved strip pad.
- (c) Use wet vacuum to pick up old finish and stripper.
- (d) Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
- (e) Thoroughly mop rinses areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
- (f) Allow floor to air dry.
- (g) If any old finish remains, repeat "a" through "f".
- (h) Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
- (i) Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
- (j) Apply second coat of sealer as described in "I" above. Allow sealer to thoroughly dry.
- (k) Apply top coating and second coat of approved floor finish.

24. Scrub - Restroom Floors/Hard Surface Stairwell Floors: Close restrooms. Remove all movable objects from area and place approved "closed" signage to area prior to completion of task.

- (a) Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
- (b) Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
- (c) Use wet vacuum to pick up dirty solution.
- (d) Thoroughly mop rinses area with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed.
- (e) Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls; doors, etc. are also thoroughly rinsed a second time.

(f) After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.

(g) Scrub all walls including partitions

25. Wall Spot Cleaning: Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved chemicals at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

26. Dusting: There shall be no obvious dust streaks. Corners, crevices, molding and ledges (including heating) shall be free of all obvious dust. There shall be no oils, spots or smudges on desk or dusted surfaces. Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control chemical, up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

(a) Leave no dust streaks.

(b) Leave corners, crevices, molding and ledges free of dust and cobwebs.

(c) Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

27. Horizontal surfaces: include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc. Window hangings are either Venetian blinds or drapes. Dust Venetian blinds. Lightly vacuum drapes.

28. Clean Air Bars and Vents: Vacuum excess dust and dirt from air bars. Damp wipes clean with approved disinfectant solution and wipe dry.

29. Glass Cleaning (Lobby): Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, windows to accomplish clean glass.

30. Cleaning Ash Receptacles and Surrounding Areas: Cigarette or cigar butts, matches and other discarded material shall be removed from the receptacle and the receptacle wiped so that it is free of dust, ashes, odors, tar, streaks and nicotine stains. Ashtrays placed on the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as needed to clean the area. Note: Sand or dry receptacles: Contents of ash receptacles must be disposed of in a safe manner. Clean sand by sifting out and disposing of debris and replacing and replenishing sand in urns.

31. Emergency clean up: The City of Fairburn (COF) shall assign, when and where needed, cleanup duties to the contractor when an emergency occurs. Cleaning tasks may include: dusting, vacuuming, mopping, carpets extraction, window washing, or other tasks defined herein.

32. Rubbish Removal: Is the responsibility of the Contractor, the contractor must bag all waste material and place inside trash containers provided.

33. Hazardous Conditions: Conditions that may be questionable or deemed Hazardous (i.e., such as burned out

lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by janitorial staff to contract supervisor verbally followed by written notification to Director of Building and Management with date of observation.

B. EQUIPMENT:

Contractor shall furnish all equipment and supplies, other than the City provided supplies and equipment:

1. Contractor must utilize cleaning equipment that meets with the approval of the City. The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the City within 60 days after award of CONTRACT.
2. Contractor shall furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

C. SUPPLIES:

1. Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Contractor shall submit a complete list, by brand names and product numbers, of all supplies to be used in fulfilling this CONTRACT, and shall submit a Materials Safety Data Sheet (MSDS) prior to starting any work.

NOTE: TO BE ELIGIBLE FOR CONSIDERATION VENDOR MUST BE PRE-QUALIFIED FOR FY '2018 AND ATTEND THE FOLLOWING:

- **MANDATORY** PRE-BID / PRE-PROPOSAL MEETING
- **MANDATORY** LOCATION SITE-VISIT

A pre-bid meeting will be held in Council Chambers, 56 Malone Street, Fairburn, GA 30213 at 9:00 a.m. on November 20, 2018, followed by a site visit for contractor questions and answers.

Project Understanding

The successful contractor must understand that a considerable degree of professional expertise (in areas associated with the noted project) is essential and required by the contractor.

Expertise of particular importance to the City includes:

1. Contractor shall be responsible for all administrative functions and resources related to its personnel, including staff recruitment, interviewing, use of electronic equipment (e.g., computers, telephones, etc).
2. Contractor shall authorize a project-manager to oversee this Contract, and provide contact information (that includes contact-availability 24 hours per day, seven days per week, in case of an emergency or in case the City otherwise needs to contact Contractor outside of the approved, regular schedule).
3. Contractor must provide name of all staff authorized to be in the building, and include the contact-telephone number(s) of any supervisor(s) for that staff.
4. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the agency:
 - No one is allowed into the facility other than those individuals responsible for performing services.
 - In locations that include a security alarm system, Contractor must properly set the security alarm when leaving (if applicable).

- Failure to maintain a secure environment and set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of the Contract.
 - Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.
5. Contractor shall identify and provide personnel requirements by number and skill as well as contact information for all staff employed in the implementation of the City of Fairburn approved project work-plan (including executive staff and management) and shall indicate the specific functions of each assigned individual staff for at least the following positions:
- Project Manager
 - Supervisor(s)
 - Staff providing or implementing service(s)
 - Subcontractor(s)
6. Contractor further agrees that:
- The City of Fairburn reserves the right to approve all personnel for this Contract and to require replacement of any staff determined to be unacceptable at any time during implementation of the project. (See §Article 2); and, that
 - The City of Fairburn may require Contractor to immediately remove any of its staff from the State premises; and, that
 - It will assume any and all responsibilities relating to such a removal; and, further agrees that,
 - Any Contractor employee so removed may not be reinstated.
7. Contractor shall be responsible for repair, replacement, or cleanup as necessary due to the contractor or its staff's implementation of services under this Agreement.
8. Should the Contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor. These costs may be deducted from the monthly payment due the Contractor.

Proposal Requirements

Proposals are to include the following:

- Minimum of three references from vendors where similar work was performed;
- Assigned Staffing Background checks;
- Projected start date if awarded
- Number of staff members who will be assigned for this task
- A proposed contract for the services to be provided.

Information & Instructions

The remainder of this document provides additional information that will allow a

prospective contractor to develop a proposal in the format desired by the City.

Submission Requirements: The complete original proposal must be submitted in a sealed package. All proposals shall be marked, **RFP # 18-001 Janitorial Services for the Fairburn Youth Center-** located in Fairburn, Georgia. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

Responsibility: It is the sole responsibility of the Proposer to assure that they have received the entire Request for Proposal (RFP).

Changes or Modifications to RFP: Proposers will be notified in writing of any change in the specifications contained in this RFP.

Interpretations: No verbal or written information that is obtained other than through this RFP or its addenda shall be binding on City of Fairburn. No employee of City of Fairburn is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Right of Rejection and Clarification: City of Fairburn reserves the right to reject any and all proposals and to request clarification of information from any proposer. City of Fairburn is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

Request for Additional Information: Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

Denial of Reimbursement: City of Fairburn will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

Gratuity Prohibition: Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of City of Fairburn for the purpose of influencing consideration of this proposal.

Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

Right of Negotiation: City of Fairburn reserves the right to negotiate with the selected proposer the fee for the proposed scope of work and the exact terms and conditions of the contract.

Exceptions to the RFP: It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for City of Fairburn, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Indemnification: The Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless City of Fairburn, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services. The Proposer shall secure and maintain General Liability Insurance, if required, as will protect them from claims under the Workers Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of services under this contract. Further, the proposer shall provide City of Fairburn with evidence and the amount of Errors and Omissions Insurance, i.e. Professional Liability Insurance currently in effect.

Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference

to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of City of Fairburn when received.

Title VI/Nondiscrimination Statement: No person shall on the grounds of race, color, national origin, sex, age and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City. The City does further commit that it will affirmatively ensure that disadvantaged business enterprises as defined by and approved by the Georgia Department of Transportation will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration of an award.

Qualifications: Submittals shall include resumes of all professionals proposed for the project team, including the Project Manager and other team members proposed.

References: Please furnish names and telephone numbers of clients/employers for whom proposer performed similar services for the past five years.

Selection Criteria for Prospective Contractor: To receive consideration, the respondent's proposal should be responsive to the potential projects described in the Introduction and Project section, Project Understanding section, and the criteria listed below. The Contract will be awarded to the contractor determined to be the most qualified to perform the work based on the established evaluation criteria.

A selection committee will be convened to evaluate the proposals based on the following weighted criteria:

| | |
|--|-----|
| Operational experience in commercial cleaning. | 25 |
| Understanding the expected delivery of services, and staffing. | 20 |
| Staffing. | 15 |
| Projected timeline for startup. | 15 |
| Total projected bid amount. | 25 |
| <i>Total:</i> | 100 |
| | |

Upon completion of an initial evaluation by the committee, a short-list and interviews may be utilized to make a final recommendation to the Fairburn City Council for approval. The City reserves the right to award a portion of or all of the contract to any combination of contractors (firms, teams, or individuals) that serve the best interest and provide the greatest value to the City while maintaining a competitive and fair procurement framework.

Copies: One unbound original and four (4) bound original copies of the proposal and supporting documents

must be submitted in response to the RFP.

Termination of Contract: City of Fairburn may cancel the contract at any time for breach of contractual obligations by providing the successful proposer with a written notice of such cancellation. Should City of Fairburn exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation.

Assignment: The successful proposer shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of City of Fairburn.

Conflict of Interest: The proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.

Independent Contractor: The proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of City of Fairburn. Therefore, the proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Fairburn, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The proposer shall further understand that City of Fairburn cannot save and hold harmless and or indemnify the proposer and/or the proposer's employees against any liability incurred or arising as a result of any activity of the proposer or any activity of the proposer's employees performed in connection with the contract.

Contract: The contract between City of Fairburn and the proposer shall consist of:

- 1) The RFP and any amendments thereto;
- 2) The proposal submitted by the proposer to the City in response to the RFP;
- 3) Executed contract (Contractor Agreement) between City of Fairburn and the successful proposer; and
- 4) Executed Task Orders between City of Fairburn and the successful proposer.

In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contractor Agreement shall govern. However, City of Fairburn reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the proposer's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert

the foregoing provision in all subcontracts awarded hereunder.

Funding: Funding is provided by the City of Fairburn and is available for authorized task orders.

Proposal Submission & Evaluation

Firms should provide the following information related to this RFP:

- Letter of Interest
- Contractor profile and resumes of the Manager and key personnel that will be a part of the team
- Project understanding
- Evidence of Professional Liability Insurance.

Responses to this request should be in the form of a written proposal not to exceed 20 pages excluding cover letter.

The City will select the contractor (firm, team, or individual) that demonstrate the best combination of qualifications by area of expertise or collective specialties in such manner as is in the best interest of the City. Interviews may be required; however, the City reserves the right to award a contract based upon evaluation of the written proposals only.

All proposals must be in writing and must be received at the following address no later than 3:00 p.m. on FRIDAY, DECEMBER 21, 2018. All proposals, delivered by hand or other methods, must clearly indicate on the outside of the sealed package or envelope the information provided below. Provide one (1) unbound, (1) CD-ROM (with .pdf copy) and four (4) bound original copies of the complete proposal.

PROPOSAL: JANITORIAL SERVICES FOR FAIRBURN YOUTH CENTER

FAIRBURN, GEORGIA-RFP #18-001

City of Fairburn

56 Malone Street

Fairburn, Georgia 30213

Attn: Harvey Stokes, Director of Building and Property Management



CITY OF FAIRBURN AGENDA ITEM

**SUBJECT: LEASE AGREEMENT BETWEEN the CITY OF FAIRBURN, and
GEORGIA MILITARY COLLEGE**

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

Date Submitted: 10/16/18

Work Session: 10/22/18

Council Meeting: 10/22/18

DEPARTMENT: PROPERTY MANAGEMENT

BUDGET IMPACT: N/A

PURPOSE: For Mayor and Council to approve a lease agreement between the City of Fairburn and Georgia Military College for the four areas described in Exhibit "A" for a total of 25,324 sq. ft. of leased space at \$12.00 per square feet. This lease, if approved, will be valid for a period of not less than 10 (ten) years, with the options for three renewals as listed in **ARTICLE IV** or this agreement.

HISTORY: Georgia Military College have been a tenant at the Fairburn Educational Campus for the past ten years, occupying the Administration Building main level, both levels of the Academic Building, and the Outbuilding #2 being used as a Student Lounge. Previously the College had two agreements with us. One was for the Administration and Academic Building, and the other was for the Student Lounge. They (GMC) asked if these separate agreements could be combined into one as presented, which they have. In this agreement GMC has elected to add an additional 848 square feet of space on the lower level of the Administrative Building. With this additional space there will be no cost to the City.

RECOMMENDED ACTION: Staff recommends Council to authorize the Mayor to execute this lease agreement between the City of Fairburn and Georgia Military College, to become effective November 1, 2018.


Elizabeth Carr- Hurst, Mayor

**STATE OF GEORGIA
COUNTY OF FULTON**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into effective the 1st day of October, 2018 ("Effective Date") by and between the **CITY OF FAIRBURN, GEORGIA**, a Georgia Municipal Corporation, whose address is 56 Malone Street, Fairburn, Georgia 30213, hereinafter "the City" or "the Lessor", and **GEORGIA MILITARY COLLEGE**, a public authority and body corporate and politic, created by the General Assembly of the State of Georgia pursuant to O.C.G.A §20-3-540 *et seq.*, whose address is 201 East Greene Street, Milledgeville, Georgia 31061, hereinafter "GMC" or "the Lessee", the parties to this Agreement hereinafter sometimes referred to collectively as "the Parties".

ARTICLE I. LEASED PREMISES AND USE OF LEASED PREMISES

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the Parties, does, as of the Effective Date, grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee the premises situated in Fulton County, Georgia, and more particularly described as follows, *to wit*:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED

(hereinafter "the Premises"), together with all the improvements, tenements, and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, and the Lessee does hereby agree as of the Effective Date to lease, rent and take the Premises from the Lessor, upon the terms and conditions herein stated, to use the Premises solely for educational functions and facilities.

ARTICLE II. TERM

This Agreement shall be for a term of ten (10) years commencing at 12:00 AM on October 1, 2018 and shall terminate at 11:59 PM on September 30, 2028, unless earlier terminated, modified, extended, or renewed (hereinafter "the Term").

ARTICLE III. RENT

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Rent:

- a. Beginning on the Effective Date, and throughout the Term of this Agreement, Lessee shall pay Lessor an annual Rent of Twelve Dollars (\$12.00) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the Term.
- b. Any monthly installment of Rent not received by Lessor within ten (10) days of the due date of shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

ARTICLE IV. OPTIONS TO RENEW

The Lessor, in consideration of the terms and conditions set forth in this Agreement, along with the Exhibits "A" and "B", which Exhibits are incorporated herein by reference, and all of the promises, covenants and stipulations contained herein, does hereby grant and convey to Lessee the exclusive right, privilege and option, in Lessee's sole discretion, to renew this Agreement for up to three (3) consecutive Renewal Terms, each for a Renewal Term of five (5) years. During the First Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Twelve Dollars and Seventy-Five Cents (\$12.75) per square foot of the Premises described in Exhibit "A". During the Second Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Thirteen Dollars and Fifty Cents (\$13.50) per square foot of the Premises described in Exhibit "A". During the Third Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Fourteen Dollars and Twenty-Five Cents (\$14.25) per square foot of the Premises described in Exhibit "A". Notice of Lessee's intent to exercise its option to renew shall be provided to Lessor at least ninety (90) days prior to the end of the Term of this Agreement, and at least ninety (90) days prior to the end of any Renewal Term that is then in effect. Rent paid during any Renewal Term shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the Renewal Term. Any monthly installment of Rent not received by Lessor within ten (10) days of the due date of shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

ARTICLE V. MAINTENANCE AND REPAIR

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises during the construction of the buildings, except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

ARTICLE VI. STIPULATIONS

The said stipulations provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "B", are hereby incorporated herein and made a part of this Agreement by reference.

EXHIBIT "B"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Agreement

Purpose of Paragraph Identification References

The brief, captioned, paragraph-identification references, which appear in the left hand margin of this Exhibit B, are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

- a) "Lessor" means the City of Fairburn, Georgia, acting pursuant to a Project Lease Agreement between the City and the Downtown Development Authority of Fairburn, including their successors and assigns, if any.
- b) "Lessee" means Georgia Military College, a public educational authority of the State of Georgia, pursuant to O.C.G.A. § 20-3-540 *et seq.*
- c) "Premises" means the premises leased and identified in Article 1 of the Agreement, set forth with more particularity at Exhibit A to this Agreement.
- d) Any and all references to the "term" of this Agreement shall mean not only the initial term, but also any renewal or extension of the initial term.

Time of Essence

Time is of the essence in this Agreement.

Service of Notice

All notices, requests, demands and other communications necessary or required under this Agreement shall be in writing and shall be mailed by first class United States certified mail, return receipt requested, delivered by a commercial carrier, or personally delivered at the addresses indicated below:

If to Lessor ---

Mayor
City of Fairburn
City Hall
56 Malone Street
Fairburn, Georgia 30213

and

City Administrator
City of Fairburn
City Hall
56 Malone Street
Fairburn, Georgia 30213

If to Lessee ---

To the Attention of the President
Georgia Military College
201 E. Greene Street
Milledgeville, Georgia 31061

With copies to:

The VP for Business Affairs, Chief Operating Officer and Fairburn Campus Director

or, as to each party, at such other address and/or person as shall be designated by such party by written notice to the other.

Covenants of Title and Quiet Enjoyment

Lessor covenants that the Downtown Development Authority of Fairburn is seized of the Premises in fee simple absolute and, pursuant to a certain judicially validated Intergovernmental Agreement and Project Lease Agreement by and between the Downtown Development Authority of Fairburn and the City of Fairburn Georgia, Lessor holds a leasehold interest in the Premises which vested in Lessor the right to enter into this Agreement regarding the Premises. Lessee, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever. If, for any reason whatever, except if caused by an act of Lessee or its agents, Lessee is deprived of its right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy and occupy the Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Lessee by giving the Lessor notice thereof. If the Lessor's title shall come into dispute or litigation, the Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

Notice of Appointment of Agent

Lessee shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Lessee by the Lessor in writing.

Change in Ownership of Premises

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. Further, no change or division in ownership shall be binding on the Lessee for any purpose until the Lessee shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect On Heirs, Assigns, Etc.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Lessor's Failure to Deliver Premises at Commencement of Term

Should the Lessor, for any reason whatever, be unable to deliver possession of the Premises to the Lessee at the commencement of the term, there shall be a total abatement of rent during the period between the commencement date and the date upon which the Lessor delivers possession of the Premises to the Lessee.

Destruction of or Damage to Premises

In the event the Premises, either prior to the commencement date or during the term of this Agreement shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Lessee, there shall be a total abatement of rent during the period of time the Premises are unfit for occupancy. Shall the Premises, either prior to the commencement date of this Agreement or during the term thereof, be partially destroyed, by any cause whatever, except if caused by act of Lessee or its agents, but not rendered unfit for occupancy by Lessee, then the Lessor agrees that the Premises, at the Lessor's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a proportionate abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent shall be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Lessee in Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Lessor. In connection with the foregoing, it is agreed by the parties hereto that the Lessee and Lessor shall have a third party to decide, after making a reasonable assessment of damages, who shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the Lessee. There shall be no

abatement of rent if any damage is caused by act of Lessee or its agents.

Use of Premises and Lessee's Insurance Requirements

a) Lessee shall use Premises for any purpose within the powers of Georgia Military College for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of Premises, nor acts done, which will cause a cancellation of or an increase in the fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Lessor and obtaining appropriate insurance endorsements, including the payment of any increase in premium for such endorsements. The Lessee shall not sell, or permit to be kept for use in or about Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

b) Lessee shall insure or self-insure at its own cost and expense all of its fixtures, furnishings, equipment and personal property, which it may use or store on the Premises. Lessee will provide third party liability coverage arising from the acts of its officers, members, and employees to the fullest extent permitted under the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.* and such self-insurance funds maintained pursuant to Georgia law. The Georgia Tort Claims Act provides coverage for \$1,000,000.00 per person and \$3,000,000.00 per occurrence for claims covered by the Act.

Event of Default

If Lessee fails to fulfill or obey any of the stipulations, provisions, terms, conditions, covenants, agreements, or obligations of this Lease, whether monetary or non-monetary, Lessee shall be in default of the Lease ("Event of Default"). In the Event of Default, Lessor may, at its option, provide a written seven (7) days notice of default and opportunity to cure upon Lessor specifying the nature of said default. Upon the expiration of seven (7) days, if Lessee has not cured the Event of Default, Lessor may pursue all remedies available to Lessor at law or in equity, including, but not limited to, dispossessory proceedings in a court of competent jurisdiction. In the Event of Default, Lessor may take any legal action to enforce any of Lessee's covenants and obligations in the Lease.

Holding Over

Any holding over, or continued use and/or occupancy by the Lessee of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy at will.

Repairs by Lessor

During the term of this Agreement, and subject to the provisions of Article 4 of this Agreement, Lessor, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Premises together with any improvements or additions the Lessor might install in or place upon the Premises in the course of the term of this Agreement. In the event that Lessee constructs or erects any additions and/or improvements to or on the Premises,

Lessor shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

Notice to Lessor of Damage of Defects

Lessee shall give to Lessor prompt written notice of any defects in the Premises and, subject to the provisions of Article 4 of this Agreement, such defects shall be remedied with due diligence by the Lessor at Lessor's expense.

Entry for Inspection and Repairs, Alterations or Additions, Janitorial Services, Rubbish Removal

Lessee shall permit Lessor, his agents or employees, to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations, or additions to any portion of the Premises.

Lessee shall furnish janitorial services for general cleaning of the Premises. Lessee shall use care to select honest and efficient personnel for such services.

Lessee shall keep the Premises clean, both inside and outside, at its own expense, and shall see that all garbage, trash, and all other refuse is disposed of properly.

Termites, Rodents, and Pests

Lessor shall, subject to the provisions of Article 4 of this Agreement, at its own expense, keep the Premises free from infestation by termites, rodents, and other pests, and shall repair all damage caused to the Premises by same during the term of this Agreement.

Utilities

Lessee shall furnish all water, electricity, gas, fuel, oil, coal, light, air conditioning, heat, cable, internet and power, or any other utility used by Lessee while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, air conditioning, heat, cable, internet and power or any other utility unless caused by an act of Lessor. In the event of an interruption in water, electricity, light, air conditioning, heat, cable, internet, or power caused by Lessor, subject to the provisions of Article 4 of this Agreement, Lessor will proceed with all due diligence to restore same.

Taxes and Assessments

This section is not applicable.

Removal of Improvements, Erections and Additions by Lessee

With the express written consent of the Lessor first having been obtained, the Lessee may make, at Lessee's own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conduct of the Lessee's business. All improvements, erections and additions installed in or placed upon the Premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Lessee, and may be removed by the Lessee, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Lessee removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Lessee

At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Lessee shall have the right and privilege to remove all easily removable fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises. The Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Reservation of Rights

Lessor reserves the right to have access to and to have the use of all areas of the Administration Building not a part of the Leased Premises (Exhibit A) covered by this Agreement.

Waiver of Rights

The waiver by Lessor, or by Lessee, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

Abandonment of Premises

During the term of this Agreement, Lessee agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance.

Assignment and Subletting

Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or

any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Lessor first having been obtained. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, on twenty (20) days notice to Lessee, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Lessor.

Effect on Assignment and Subletting when Lessee Surrenders Premises

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing sublets or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such sublets or subtenancies.

Surrender of Premises

Lessee shall, at the termination of this Agreement, vacate and surrender the Premises in good order and condition; reasonable use and ordinary wear and tear excepted.

Invalidity of Provision or Portion of Provision

Should any provision or portion of such provision of this Agreement be held invalid, the remainder of this Agreement or the remainder of such provision shall not be affected.

Compliance with Laws, Ordinances and Regulations

- a) Lessor shall be responsible for compliance with all applicable laws, ordinances, and regulations.
- b) Lessor is solely responsible for assuring that the Premises and all common areas are at all times in compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the Premises after the commencement date of this Agreement due to an election by Lessee to remodel (but not including any remodeling or alterations at the beginning of the term of this Agreement to make the Premises initially suitable for Lessee), Lessor shall be solely responsible for all costs and expenses associated with ADA compliance. Lessor shall not charge Lessee for, nor seek reimbursement from Lessee for, any expenditures, capital or otherwise, associated with conforming the Premises or common areas to the requirements of the ADA and the Regulations.

Subordination

This Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein).

Mold

Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the property clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Lessee agrees to clean and dust on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee agrees not to block or cover heating, ventilation, or air conditioning ducts on the Premises. Lessee also agrees to immediately report to the Lessor: (1) any evidence of a water leak or excessive moisture on the property, as well as in any storage room or common area; (2) any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction of the heating, ventilation or air conditioning systems in the Premises; and (4) any inoperable windows and doors. Lessee further agrees that Lessee shall be responsible for damage to the Premises and Lessee's property as well as injury to Lessee and Lessee's occupants resulting from Lessee's failure to comply with the terms of this paragraph.

Entire Agreement

This Agreement, including the attached Exhibits A and B, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by all the parties to this Agreement.

END OF EXHIBIT "B"