



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 8, 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 8, 2018
7:00 PM

REGULAR AGENDA

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

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

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

Keshia McCullough
Randy Turner

City Clerk
City Attorney

- | | | |
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| I. | Meeting Called to Order: | The Honorable Mayor Carr-Hurst |
| II. | Roll Call: | Keshia McCullough, City Clerk |
| III. | Invocation: | 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. | |
| VII. | Adoption of the Council Agenda: | Councilmembers |
| VIII. | Approval of Consent Agenda Items: | Councilmembers |
| IX. | Approval of September 24, 2018 Minutes: | Councilmembers |
| X. | Public Hearings: | None |

XI. Agenda Items:

- | | |
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| Office of the Mayor | Mayor Elizabeth Carr-Hurst |
| 1. Goals and Objectives: | Mr. Jason McMaster, Headmaster
Landmark Christian School |
| 2. Discussion and Approval of the Mercer Group Search Proposal for City Administrator | Mr. Alan Reddish
Senior Vice President
The Mercer Group |
| 3. Updates on City of Fairburn's Municipal Bonds. | Bill Johnston
Stephens, Inc. |
| 4. Appointment to the Downtown Development Authority: | Mr. Rufus Wells
Mr. Chris Wiley |
| 5. Approval of the Mauldin & Jenkins Contract for Fiscal Year 2018 | |
| 6. Discussion and approval of the City of Fairburn's Credit Card Policy and Procedures | |
| 7. Police Department
Discussion: City of Fairburn's S.W.O.T. Analysis 2018 | Chief Stoney Mathis |
| 8. Fire Department
Selection of Bishop Aaron B. Lackey as the second Chaplain of the Fairburn Fire Department | Deputy Chief Cornelius Robinson |
| 9. Parks and Recreation
Approval of the Revised City of Fairburn Facility Reservation Policies and Reservation Fee Structure | Chapin Payne |
| 10. Utilities
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. | Tom Ridgway |
| 11. Public Works
Approval of a Memorandum of Understanding with Harvest Rain Church | Lester Thompson |
| 12. Approval of a Memorandum of Understanding with Landmark Christian School | |
| 13. Council Comments: | Councilmembers |
| 14. Executive Session* | None |

15. Adjournment

Councilmembers

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



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
September 24, 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 Honorable Mayor Carr-Hurst

II. Roll Call:

Keshia McCullough, City Clerk

III. Invocation:

Bishop Aaron B. Lackey
Temple of Prayer Cathedral
United Churches of God in Christ, Inc.

IV. Pledge of Allegiance:

In Unison

V. Presentations:

Resolutions for the wife of the late Judge Willie J. Lovett Jr.

- **Georgia State Senate**
- **Georgia House of Representatives**
- **City of Fairburn**

Senator Donzella James
State Representative Sharon
Beasley-Teague
Mayor Pro Tem James Whitmore

Senator Donzella James from the Georgia State Senate presented Ms. Seletha Butler, the wife of the late Judge Lovett Jr., with a resolution honoring the life and memory of Judge Willie J. Lovett Jr. Senator James stated the Georgia State Senate recommended the highest award the Georgia Legislature can give, the Outstanding Georgia Citizen Award, and Judge Lovett Jr. was approved for it. Additionally, State Representative Sharon Beasley-Teague and State Representative Derrick Jackson presented a resolution on behalf of the House of Representatives to Ms. Butler. Lastly, Mayor-Carr-Hurst, former Mayor Mario Avery and Mayor Pro-Tem James Whitmore presented a resolution to Ms. Butler on behalf of the City of Fairburn.

Presented

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event 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. Rufus Wells stated that he and his neighbors have talked to oppose the new proposed development. He said that the development will impact the school system as well as other areas of infrastructure. He specified that the planning process should take a look at where they want Fairburn to be in 5, 10 or 20 years so that the City can have smart growth over time.

2. Patricia Robinson inquired about why the notices from the Planning and Zoning Department did not go out before the meeting. She stated that she lives on the original Durham Lakes Road and that it takes an hour to get in and out of her street during the Renaissance Festival. Ms. Robinson said that the schools are already overcrowded and that building a new school would cost the taxpayers money. She stated that with only one entrance in and out of the new homes, it would be a safety hazard for the Fire Department. Lastly, Ms. Robinson inquired as to why does the City have to build more homes on this piece of land instead of using the land/space they already have.

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

Motion Carried 6-0

VIII. Approval of Consent Agenda Items: Councilmembers
Mayor Pro Tem Whitmore made the motion to approve items #7, 8, 9, 10 and 11 on the Consent Agenda with Councilwoman Davis providing the second.

Motion Carried 6-0

IX. Approval of September 10, 2018 Minutes: Councilmembers
Councilman Heath made the motion to adopt the minutes with corrections with Councilman Smallwood providing the second.

Motion Carried 6-0

X. Public Hearings:

2. **Finance**

Rodrique Taylor

2nd Public Hearing for proposed Fiscal Year (FY) 2018-2019 budget

Budget Consultant Rodrique Taylor presented the FY 2018-2019 budget. He stated that it is a balanced budget. There were no speakers in favor of the budget and there were no speakers in opposition. Councilman Pallend made the motion to approve the FY 2018-2019 budget with Councilwoman Portis-Jones providing the second.

Motion Carried 6-0

3. **Community Development**

Tarika Peeks

Public Hearing for the proposed text amendment to reduce the retail/commercial buffer standard for the Highway 74 Overlay District

Senior Planner Tarika Peeks requested for this agenda item to be withdrawn and moved to a later date. Councilwoman Portis-Jones made the motion withdraw the Public Hearing for the proposed text amendment to reduce the retail/commercial buffer standard for Highway 74 Overlay District with Councilwoman Davis providing the second.

Motion Carried 6-0

4. **Community Development**

Tarika Peeks

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

Melissa Griffis from South Fulton LLC asked for a continuance of this public hearing in order to receive a traffic study for the subject property. Richard Ferry gave a walkthrough of the project's approximately 232 townhomes and 86 single-family homes. He pointed out that there is more than one entrance into the project.

There were no speakers in favor of the public hearing.

Speakers in opposition:

1. Pearl Oliphant stated that she is extremely concerned about the traffic issues. She also inquired if there was going to be a rental policy and how the rentals would be controlled.
2. Danielle Robinson is concerned with the emergencies. She stated that if someone was having an emergency, there is very minimal space for anyone to respond. She said that the neighborhood does not add to anything that Fairburn stands for and

that they need to look at the current infrastructure and see what room there is to grow in a positive movement.

3. Mike Burgess reiterated that traffic will be a nightmare. He also stated that no one has given a price point as of yet. Mr. Burgess said that the privatization is an issue with emergency vehicles and he suggested that the property stay zoned R-2.
4. Sherice Mullins is concerned about the property. She is concerned about the price point. She stated that the City should think about expanding upon other amenities that we could possibly have.
5. Greg Sanders stated that instead of a traffic study, a total impact study should be done. He said that investors will buy the properties to rent and with renters comes other issues.
6. Bill Oliphant is concerned with the education system. He stated that we already have a stressed education system. He said that the low-price housing units will attract people with young children.
7. Patricia Robinson asked what is Fairburn's future outlook. She suggested that we need to keep Fairburn as the small city that it is.
8. Rufus Wells stated that there are over 400 units that have not been developed in Durham Lakes therefore the traffic study will be flawed. He suggested that when the traffic study is conducted that the builders are mindful of the undeveloped homes in Durham Lakes.
9. Jerome Dunn stated that when he moved to Fairburn 3 years ago, he thought he was moving into a small community. He asked that whomever is doing the traffic study to take their time to complete it.
10. Eric Walker said that it is already a nightmare dropping his kids off to school in the morning. He stated that within the two years that he has lived in Fairburn, there are already issues within his neighborhood not to say that this new community would bring those types of problems.
11. Chuck Spine stated that he has nothing against development, however that is not what we need in Fairburn. He asked that we do not give away what we already have and that they should tread carefully to get what they need.

Councilwoman Davis stated that she is concerned that a price has not been revealed and she said a price point is needed. Ms. Griffis responded that they are still working on a price point.

Councilman Heath inquired about a HOA fee and bylaws for rentals and Ms. Griffis replied that it has not been discussed.

Councilman Smallwood brought up the Harris Road Project. He stated that there is still development planned for the City, therefore the traffic study will be flawed. Ms. Griffis states that the traffic study will consider the 400 undeveloped homes in Durham Lakes.

Mayor Pro Tem Whitmore said that price points should be revealed at this time. He also stated there should be an impact study done because a traffic study will not suffice.

Councilwoman Portis-Jones said that she lives on Rivertown Road, therefore she has major concerns. She stated that she shared the concerns of those who made comments. She asked how far back does the development come to Duncan Park and she also inquired what will be the buffer.

Moved to October 22, 2018 Meeting

XI. Agenda Items:

5. Finance

Rodrique Taylor

Approval of the Fiscal Year 2018-2019 Millage Rate for the City of Fairburn

Budget Consultant Rodrique Taylor requested approval of the Fiscal Year 2018-2019 Millage Rate at the rate of 8.100. Councilman Pallend made the motion to approve the Millage Rate at 8.100 with Councilman Smallwood providing the second.

Motion Carried 6-0

6. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Discussion of the Betty Hannah Monument at Georgia Military College
Mayor Carr-Hurst and Council discussed the location and size of the Betty Hannah monument

Mayor Carr-Hurst states that the Council minutes from 4-5 years ago need to be reviewed in order to see when the name changed. She also stated that this item will be moved to the October 22, 2018 meeting so that more research can be conducted.

Moved to October 22, 2018 Meeting

7. Utilities

Tom Ridgway

Approval of the three-year renewal of a Service Agreement with Smart Covers, Inc. in the amount of \$9,900 per year

Mayor Pro Tem Whitmore made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion Carried 6-0

8. Utilities

Tom Ridgway

Approval to accept a proposal from Action Underground Utilities to replace approximately 1,100 feet of a failed clay sewer line on White Bird Way in the amount of \$160,700

Mayor Pro Tem Whitmore made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion Carried 6-0

9. Utilities

Tom Ridgway

Approval of a Task Order with Integrated Science and Engineering in the amount of \$17,200 to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed

Mayor Pro Tem Whitmore made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion Carried 6-0

10. Utilities

Tom Ridgway

Approval of a Pole Attachment Agreement with New Cingular Wireless PCS, LLC

Mayor Pro Tem Whitmore made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion Carried 6-0

11. Utilities

Tom Ridgway

Approval of a Pole Attachment Agreement with MCI METRO Access Transmission Services Corporation

Mayor Pro Tem Whitmore made the motion to approve this consent agenda item with Councilwoman Davis providing the second.

Motion Carried 6-0

12. Parks and Recreation

Chapin Payne

Approval of the revised City of Fairburn facility reservation policies and facility reservation fee structure

Parks and Recreation Director Chapin Payne discussed the revised facility reservation fee structure. Mayor Carr-Hurst stated that this subject needed to be discussed more, therefore, it was moved to the October 8, 2018 meeting.

Moved to October 8, 2018 Meeting

13. Fire Department

Deputy Chief Cornelius Robinson

Approval of the designation of the Fairburn Fire Departments as "Baby Safe Haven" locations

Sarah Koeppen, Executive Director of the Hope Box, conveyed information about being a Baby Safe Haven. Councilwoman Portis-Jones made the motion to approve the Fairburn Fire Departments as Baby Safe Havens with Councilman Pallend providing the second.

Motion Carried 6-0

14. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Approval of a proposal from Banks, Finley, White and Co. for financial management within the City of Fairburn

Councilman Heath made the motion to approve the proposal from Banks, Finley, White and Co. with Mayor Pro Tem Whitmore providing the second.

Motion Carried 6-0

15. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Discussion on retaining the services of the Mercer Group to retain a City Administrator

Mayor Carr-Hurst stated that the Council is looking for ways to move forward with a new City Administrator. Through further discussion, this item was moved to the October 8, 2018 meeting.

Moved to October 8, 2018 Meeting

16. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Discussion on the relocation of the Brown Lester Cemetery

Senior Planner Tarika Peeks and City Attorney Randy Turner gave a status update on the Brown Lester Cemetery. Mr. Turner stated that there can be no new development on the site without a permit and that requires a public hearing. Additionally, he stated that there is a presumption in the law that cemeteries should not be disturbed. Ms. Peeks specified that there are approximately 65 individuals in the cemetery and that there could possibly be more due to unmarked graves. She also stated that once the application process for the relocation begins, it will be a long procedure.

Discussed

17. Council Comments:

Councilmembers

There were no Council Comments.

18. Executive Session*- (1) Personnel

City Attorney

Councilman Pallend made the motion to adjourn to Executive Session at 8:51 PM with Mayor Pro Tem Whitmore providing the second. **Motion carried.** Councilman Pallend made the motion to reconvene into regular session at 9:21 PM with Mayor Pro Tem Whitmore providing the second. **Motion carried.**

19. Adjournment

Councilmembers

Councilwoman Davis made the motion to adjourn the meeting with Mayor Pro Tem Whitmore providing the second. The meeting adjourned at 9:22 PM.

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

DRAFT



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

**SUBJECT: GOALS AND OBJECTIVES FROM THE NEW HEADMASTER AT
LANDMARK CHRISTIAN SCHOOL**

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

Submitted: 9/27/2018

Work Session: n/a


Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Headmaster, Jason McMaster, to discuss the goals and objectives for Landmark Christian School.


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: THE MERCER GROUP CITY ADMINISTRATOR SEARCH PROPOSAL

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

Submitted: 9/26/2018 Work Session: 10/8/2018 Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Discussion and Approval of the Mercer Group Search Proposal for a City Administrator for the City of Fairburn.


Elizabeth Carr-Hurst, Mayor



The Mercer Group, Inc.

Consultants to Management



OVERVIEW:

- The Mercer Group **understands** the City of Fairburn is *Situated to Succeed*. A city of historic homes, buildings and places of worship with a thriving business community.
- The Mercer Group **understands** the City of Fairburn is a city that embraces the future while remembering the past. Fairburn has a history of engaged political leadership, innovative service delivery methods, and in spite of the growth, maintains the charm and sense of family.
- The Mercer Group **understands** the selection of a new City Administrator is an important decision that will impact the City for many years to come. It is important that the selection process identifies highly qualified candidates that truly appreciate The City of Fairburn's community values.

MERCER TEAM PROJECTS IN GEORGIA:

Currently conducting searches for:

- City Manager for City of Clarkston, Ga
- Police Chief for City of Chamblee, Ga

Recently completed searches include:

- City Manager of Avondale Estates, Ga
- City Manager of Cartersville, Ga
- City Manager of the City of South Fulton, Ga
- City Administrator of Roswell, Ga
- Police Chief of Savannah, Ga
- Finance Director of Dublin, Ga
- Human Resources Director of Savannah, Ga
- Recreation Director of Roswell, Ga

PROJECT TEAM:

James L. Mercer, President/CEO

Mr. Mercer, as Principal-in-Charge, will provide valuable oversight of the entire search process. He is a Certified Management Consultant (CMC) with more than 35 years of experience in consulting with the public and non-profit sectors. His consulting experience includes over 2,000 national executive searches. The firm was founded in Dunwoody, Ga.

W. Alan Reddish, Senior Vice President

Mr. Reddish specializes in Executive Search for the Mercer Group and will serve as the Project Manager. In the last 18 months he has managed 10 searches in Georgia. Mr. Reddish has over 35 years of experience as a local government manager serving as Manager in three Georgia communities, most recently retiring as Manager of the Unified Government of Athens-Clarke County. He also served three years as Associate Director of the Carl Vinson Institute of Government at the University of Georgia.

Lisa A. Ward, Vice President

Ms. Ward will serve as Senior Consultant and assist Mr. Reddish with elected official interviews, position profile development, resume analysis, reference checks, and candidate interviews. Ms. Ward worked for several years in Georgia local government Human Resources including serving as Department Director. She retired from military service with over 23 years in three branches (Navy, Army and Air Force).

MERCER GUARANTEES:

- No cost replacement if City Administrator leaves or is terminated in the first 18 mons. of employment; two-year no recruitment of City of Fairburn employees by Mercer

CALENDAR OF EVENTS

- Flexible to meet the City of Fairburn's needs

COST:

- Base Fee-\$17,500; Reimb. expenses NTE \$3900

THE MERCER WORK PLAN:

Position Analysis: Conduct individual interviews with the City Officials and other stakeholders; develop position profile in the form of a recruitment brochure.

Recruitment Process: Targeted advertising to produce diverse quality applicants for the City of Clarkston; provide position profile information directly to candidates in Mercer data base; direct contacts with persons known by Mercer consultants.

Candidate Resume Review/ Screening: Applicant information will be evaluated against the position profile; preliminary screening of the most promising candidates will be conducted by Mercer to develop candidate short-list.

Approval of Semi-finalist List: Short-list of 6-8 qualified candidates will be presented to the City for review and approval of a semi-finalist list of 4-6 candidates.

Background Checks: Mercer will conduct a more extensive background check of semi-finalists to include checking all references, education attainment, criminal records, credit report, work history and social media/internet check.

Interview Process: Mercer will structure interview process to meet the City's needs. Interview packages including a report of all candidate information gathered and interview questions will be provided; arrange interview times in coordination with the City.

Negotiations: Mercer will assist the City in negotiating an employment agreement with the selected candidate.

Work Plan Schedule:

(Below is City of Clarkston's schedule, a similar schedule will be developed for Fairburn)

Mercer Search Proposal Approved:	August 9, 2018
Position Analysis/Mayor-Comm Interviews/Stakeholder input:	August 15-21, 2018
Conduct Recruitment Process:	August 23 – Sept 28, 2018
Preliminary Review & Screening of Candidates:	October 1 – Oct 5, 2018
City Approval of Semi-finalists:	October 8 – Oct 12, 2018
Candidate Background Checks:	October 12 – Nov 2, 2018
Interview Candidates/Negotiate Employment Agreement:	November 5 - Nov 9, 2018
Announce Finalist/Appoint New Manager (Georgia ORA):	November 19 – Dec 4, 2018
New Manager Begins Work	January 2, 2019



The Mercer Group, Inc.

Consultants to Management

107 Indigo Lane
Athens, Ga. 30606
706-614-4961
alanreddish51@gmail.com

TO: Elizabeth Carr-Hurst
Mayor, City of Fairburn

FR: Alan Reddish, Senior Vice President
The Mercer Group

RE: City Administrator Search Proposal

DT: September 21, 2018

Thank you for considering the Mercer Group as the City's partner in its search for a new City Administrator. The appointment of a new Administrator is a very important decision and the selection process should be carefully evaluated to ensure that the person selected truly satisfies the unique needs of Fairburn.

The Mercer Group will provide a quality search process by partnering with the City to recruit a new City Administrator that embraces your community values and has a history of professional service. Attached you will find a proposed Professional Services Agreement including Scope of Services that describes the search process the Mercer Group will use and fees for service.

Why Choose the Mercer Group as Fairburn's Search Partner

- 1) The days of "advertise and they will come" are over for the type of high-quality City Administrator candidates Fairburn will want to interview. In reality, the best candidate for Fairburn may not be actively seeking a new position at this time but may be open to considering a career move if properly approached by a professional search firm with Mercer's credentials.

The Mercer Group networks with highly qualified experienced local government Administrators/Managers on a regular basis and will proactively encourage the best candidates, that meet Fairburn's specific needs, to apply for the position. The most highly qualified candidates probably will have several career choices. Because we understand local government in Georgia, the Mercer Group will work diligently to ensure those candidates understand the advantages of considering the Fairburn City Administrator position.

- 2) Using the Mercer Group to assist in your search demonstrates to the public and potential candidates that the City of Fairburn values objectivity, transparency, and professionalism as it carries out its responsibility of selecting a new City Administrator. The public wants to know that their elected officials made the hiring decision based on objective job criteria. Candidates want to know that they are competing based upon an objective review process of their skills, experience, and abilities. The best potential candidates have probably been through a selection process several times during their career and have come to rely on the professionalism and objectivity experienced search firms such as the Mercer Group bring to the process. When the process is complete, the Mayor and Council will be able to honestly report that the new City Administrator was evaluated against a pool of other highly qualified candidates and was selected after an intense objective vetting process.

The Mercer Group will bring that objectivity and professionalism to the selection process. We do not have preconceived notions about what type of person is best for Fairburn. At the beginning of the process we will work with the Mayor and Council, as well as other possible stakeholders identified by the City, to develop a position profile and then measure the qualifications of all candidates objectively against that profile. The Mercer Group wants to build long term relationships with our clients. Objectivity has proven to be one of the main components for developing those kind of relationships as demonstrated by the significant number of repeat services we have provided to communities over the years. For example, we were selected by the cities of Roswell and Savannah to fill a second vacancy in their organization within the last ten months. Listed below are some of the recruitments recently completed. You are encouraged to contact these communities to discuss the quality of service they received. are references that can speak to the quality of work recently provided to their organizations by the Mercer Group.

- City of Avondale Estates (City Manager recruitment); Johnathan Elmore, Mayor.
- City of Cartersville (City Manager recruitment); Matt Santini, Mayor
- City of South Fulton (City Manager recruitment); Bill Edwards, Mayor
- City of Roswell, (City Administrator and Recreation Director recruitment); Jim Harner, Human Resources Director.
- City of Savannah, Ga (Police Chief and Human Resources Director recruitment); Marty Johnston, Deputy City Manager
- City of Dublin, (Finance Director recruitment); Phil Best, Mayor

- 3) The Mercer Group will be an invaluable partner with the City at the stage of the search process when the Mayor and Council has determined who they wish to hire and it is time to "close the deal." The kind of candidate Fairburn can expect to attract will probably have career options that allow him/her to expect that certain employment requirements will be in place before an offer of employment is acceptable. The Mercer Group will listen throughout the process to determine and evaluate what will be critical to the finalists when they consider a job offer from Fairburn.

The Mercer Group knows the market as it relates to compensation and benefits trends that candidates expect from communities like Fairburn. We will advise the Mayor and Council if their selected candidate is making unreasonable demands and suggest they may want to move to their next choice. The Mercer Group will also advise the Mayor and Council when we believe it is in the best interest of the City to accept a candidate's

requirements for employment even if it means modifying Fairburn's initial offer. If requested, we will provide a draft of an Employment Agreement for review by the City Attorney and will assist the City with negotiations leading to the execution of an employment agreement that clearly states agreed upon terms of employment.

- 4) The Mercer Group will strive to understand the values, culture, and historical perspectives that make Fairburn unique in order to seek candidates that embrace and respect those values. Fairburn deserves a City Administrator that is not only technically competent but also has a real appreciation for the uniqueness that defines your community. To help candidates understand those values, the Mercer Group has carefully selected a professional team to manage the Fairburn search process.

Mr. Jim Mercer, President of the Mercer Group, knows the importance of getting the right person for Fairburn and is committed to providing valuable oversight to the entire process drawing upon his 30+ years of experience conducting more than 2000 searches nationwide for cities and counties of all sizes. He earned certification from the Institute of Management Consultants as a Certified Management Consultant and founded the firm over 25 years ago in Dunwoody, Georgia.

I will serve as the Project Manager for the Fairburn search. I will be the City's primary contact and will conduct the search from the Mercer Group office in Athens, Georgia. Before becoming a Senior Vice President with the Mercer Group, I was a city/county manager for over 35 years in Georgia, most recently retiring as manager of the Athens-Clarke County Unified Government. I also served as the Associate Director of the Carl Vinson Institute of Government at the University of Georgia for three years. I have a good understanding of the City Administrator's role of supporting and implementing the goals and directives of the elected officials for whom they work. I also have an in-depth understanding of the challenges of attracting the right candidates to smaller communities, especially in Georgia. My many years of experience as a Georgia Administrator/Manager, starting in a small county, gives me the ability to communicate to prospective candidates the virtues of working in a smaller community.

Ms. Lisa Ward will serve as Senior Consultant for your search. She has extensive local government human resources experience having served as Human Resources Director of Athens-Clarke County. Prior to joining the Mercer Group, she been responsible for developing policy and implementing major employee benefit programs for a large Electrical Membership Corporation in Georgia. Ms. Ward learned the importance of diversity, confidentiality and leadership development through her 23 years of military service. More complete biographical information of the Mercer Team assigned to Fairburn is included in the attached Scope of Services.

The Mercer Group's base fee for services is \$17,500 plus expenses not to exceed \$3900. Additional information concerning cost and billing process for your search is included in the attached Professional Services Agreement. We are open to discussions about the date for starting the search considering the needs of the City and obligations the Mercer Group already has in place. We look forward to working with you as you make decisions about your search process. Please feel free to give me a call if you have any questions or need additional information.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made as of this ____ day of _____, _____, by and between **THE MERCER GROUP, INC.** and **City of Fairburn**, a municipal corporation of the state of Georgia.

WITNESSETH:

WHEREAS, the City of Fairburn (hereinafter referred to as "City") has made a request for a final proposal from The Mercer Group, Inc. (hereinafter referred to as "Mercer") to assist the City in conducting a search for a new City Administrator; and

WHEREAS, the City selected Mercer's proposal as the proposal that best meets its needs and the City desires to hire Mercer to perform the search; and

WHEREAS, Mercer desires to provide professional assistance to the City as it undertakes its responsibility of hiring a new City Administrator.

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties hereto, Mercer and the City hereby agree as follows:

1. Mercer agrees to work with the City to conduct an effective search process for filling the vacancy of City Administrator in accordance with the Scope of Services outlined as Exhibit "A" attached and made a part of this agreement.
2. The City agrees to compensate Mercer for its services with a base fee of \$17,500 (seventeen thousand five hundred dollars). The City also agrees to reimburse Mercer for direct expenses incurred such as advertising, correspondence, third-party background checks, consultant travel/lodging, report preparation and other reasonable incidentals. Cost for direct expenses will not exceed \$3900 (three thousand nine hundred dollars) without written approval of the City. The cost for final candidates to travel to the City for interviews or other reasons required by the City is not included in this agreement. Those costs will be paid by the City directly to the candidates on a reimbursement basis. These costs are extremely difficult to estimate because they depend upon the number of candidates the City selects to interview and the distance candidates will have to travel to be interviewed.

The City agrees to pay one-third of the base fee (\$5,833.33) at the time notice to proceed is given to Mercer; one-third (\$5,833.33) when applications are closed and Mercer provides a recommended list of semi-finalists to the City to be approved for more intensive review by Mercer; and the final one-third (\$5,833.33) when interview packages of the semi-finalist, recommended by Mercer and approved by the City, are delivered to the City and interview dates are established by Mercer in coordination with the City. All payments for agreed upon services shall be due and payable upon the submittal of an invoice by Mercer describing services completed.

3. The City and Mercer both agree that this Agreement shall be governed by the laws of the State of Georgia.

4. The City and Mercer agree that The Mercer Group, Inc. is an independent contractor to the City and Mercer acknowledges that it will not be the recipient of any benefits granted to employees by the City.
5. Mercer confirms that the firm presently is a member of the E-Verify program and will apply the E-Verify process during the entire duration of this contract to ensure the firm does not employ or sub-contract with persons who are illegal aliens or who otherwise cannot legally work in the United States.
6. Mercer confirms that the firm is an equal opportunity employer and assures equal opportunity based on ability and fitness for all employees, contractors, and applicants regardless of race, color, religion, sex or sexual orientation, age, marital or veteran's status, national origin, or the presence of any sensory, mental, or physical disability. Our equal employment policy is disseminated to all applicants, employees, and contractors. The intent of this policy applies to internal operations, recruitment, and consulting activities conducted by the firm.
7. The City and Mercer both agree that in the event any dispute arises between the parties, the complaining party shall promptly notify the other of the dispute in writing. Each party shall respond to the other party in writing within ten (10) working days of the receipt of such notice.
8. The City and Mercer both agree that any amendments to this Agreement shall be made in writing and executed by both parties. No proposed amendment which is not in writing and executed by both parties shall affect the terms of this agreement.
9. The parties shall have the right at either party's convenience to terminate this Agreement following ten (10) days written notice to the affected party. Should either party terminate this agreement, the City shall only be obligated to pay Mercer for those services rendered as of the date of termination.

City of Fairburn

THE MERCER GROUP, INC.

BY: _____

W. Alan Reddish

(Name and Title)

W. Alan Reddish
Senior Vice President

ATTEST:

BY: _____

(Name and Title)

Exhibit "A"

Scope of Services—City of Fairburn City Administrator Search

Project Team

The following Mercer team members will be responsible for assisting the City of Fairburn in its search for a new City Administrator.

James L. Mercer, President/CEO (Atlanta and Santa Fe Offices)

Mr. Mercer, as Principal-in-Charge, will provide valuable oversight of the entire search process. He is a Certified Management Consultant (CMC) with more than 30 years of experience in consulting with the public and non-profit sectors. His consulting experience includes executive search (over 2,000 projects), as well as strategic planning, management and organizational improvement studies, government consolidation and collaboration studies, and seminars and training.

Prior to founding The Mercer Group, Inc. in 1990, Mr. Mercer held positions as President of Mercer, Slavin, & Nevins, Inc.; Regional Vice President of Wolfe & Associates, Inc.; Partner and Vice President of Korn/Ferry International; General Manager of Battelle Southern Operations; National Program Director for Public Technology, Inc.; and Assistant City Manager of Raleigh, North Carolina.

He has also been President of James Mercer & Associates, Inc.; Director of Government Consulting Services for Coopers & Lybrand in both the Southeast and the Southwest; and Director of the Industrial Extension Division for the Georgia Institute of Technology.

Mr. Mercer holds a Master of Business Administration degree from the University of Nevada, Reno, and a Bachelor of Science degree in Industrial Management from the same institution. He also received a Certificate in Municipal Administration from the University of North Carolina at Chapel Hill and is a graduate of the Executive Development Program at Cornell University. He has authored or co-authored five books and has written more than 250 articles on various management topics.

W. Alan Reddish, Senior Vice President (Athens Office)

Mr. Reddish specializes in Executive Search for the Mercer Group and will serve as the Project Manager. He is currently conducting the search for a City Manager of Clarkston, Ga. and Police Chief for Chamblee, Ga. Mr. Reddish recently completed the search for the City Manager of Avondale Estates; City Manager for Cartersville, Ga; City Administrator for Roswell, Ga; City Manager for the City of South Fulton, Ga; Police Chief for Savannah, Ga; Recreation Director for the City of Roswell, Ga; Human Resources Director for Savannah, Ga. and Planning Director for Bryan County, Georgia. He also recently served as senior consultant for the Executive Director search for the Georgia Municipal Association.

Mr. Reddish has over 35 years of experience as a local government manager serving as Manager in three Georgia communities, most recently retiring as Manager of the Unified Government of Athens-Clarke County after 15 years of service. In that capacity Mr. Reddish was responsible for an operating budget exceeding \$190 million, 1700 employees, and three capital programs totaling over \$500 million.

During his tenure as Manager, Mr. Reddish conducted many national searches to recruit and hire a professional team of department directors to ensure efficient delivery of services to the Athens-Clarke County community of 123,000, which is home to the University of Georgia. Positions filled included Finance Director, Police Chief, Assistant County Manager, Leisure Services Director, Fire Chief, Solid Waste Director, Information Technology Director, Economic Development Director, and Human Resources Director.

His professional career also includes three years of service as the Associate Director of the Carl Vinson Institute of Government at the University of Georgia. In this role he was responsible for the management of faculty and support staff that delivered 500 training and professional development programs annually to local and state government officials throughout Georgia.

Mr. Reddish holds a Bachelor's degree in Political Science from the University of Georgia and a Master's degree in Public Administration from Troy State University. He received the first *Pillar of the Profession Award* from the Georgia City/County Management Association which annually recognizes a person that has demonstrated a sustained commitment to personal and professional development along with mentoring, coaching, and counseling peers and other local government officials.

Lisa A. Ward, Vice President (Athens Office)

Lisa Ward will assist Mr. Reddish with elected official interviews, resume analysis, reference checks, and candidate interviews. She has 30 years of combined government and human resources experience. Ms. Ward worked for many years at the Director level in various functions of local government Human Resources in Georgia. Prior to becoming a member of the Mercer team, Ms. Ward was responsible for developing, implementing and administering programs and policies for the nation's second largest Electric Membership Corporation (EMC). Ms. Ward handled all employee benefits administration, recruiting and retention strategies, as well as employee performance management, training and development. She has been responsible for self-funded insurance programs including, health, dental, short-term disability, general liability and worker's compensation, managing millions of dollars annually.

Ms Ward retired June 1, 2008, as an officer from United States Air Force with 23 years of active and reserve military service. Serving in three branches, Navy, Army and Air Force; she understands the importance of diversity, confidentiality and leadership development.

Ms. Ward has a Master's Degree in Public Administration (MPA) from the University of North Florida in Jacksonville, Florida and a Bachelor's Degree in Psychology from the University of Nebraska. In July 2016, Lisa attended the Senior Executive Institute (SEI) at the University of Virginia focusing on high performing organizations. She is a Human Resources professional and holds her PHR and SHRM-CP certifications. Ms Ward has served as the President of the Athens-Area Society for Human Resources Management (AASHRM) since 2016.

Work Plan

Mercer's work plan will be interactive with the City of Fairburn throughout the entire search process. We will conduct the City Administrator search by implementing the steps described below:

Position Analysis: Mercer will conduct individual interviews with the Mayor and all members of the Council and other stakeholders identified by the City to determine the City's goals, future plans, major local issues related to service delivery, desirable qualities of the new City Administrator, expected leadership style, minimum training and experience required. Based on those interviews/meetings and review of the job description adopted by the City, Mercer will prepare a draft position profile in the form of a recruitment brochure designed to attract highly qualified applicants. The profile will include information about the City, the community, major issues to be faced, the position, and the approved selection criteria. The final profile will be approved by the City in order to arrive at a general agreement regarding the specifications for the position. The completed brochure will be used primarily in an electronic format attached to all announcements concerning the City Administrator search.

Recruitment Process: Mercer will work with the City to determine which advertising options are most likely to produce quality applicants for the position. These ads will be primarily electronic postings on state and national websites related to professional journals, professional newsletters, and other websites typically reviewed by local government managers. Mercer will also rely heavily on our contacts with persons currently working in the field of local government management as well as our first-hand knowledge of candidates we have developed relationships with during recent City/County Manager searches who may meet the City's requirements. Mercer will also make direct contact with persons in local government management in the Mercer Group data base. This data base includes potential candidates, primarily in the southeast, who are currently serving as local government managers. The formal recruitment process will be not less than 30 days to ensure a sufficient number of qualified candidates are aware of the opportunity and have adequate time to apply.

Resume Review: All resumes/applicants will be received directly by Mercer. We will review and analyze each applicant's background and experience against the approved position profile criteria. Applicants not meeting the minimum requirements will be placed in "hold" status and will not continue to be actively considered. We will acknowledge all resumes received and keep candidates informed of their status as the process evolves.

Candidate Screening: An initial screening of the most promising candidates will be conducted by Mercer through telephone interviews and preliminary reference checks to assess educational background, technical knowledge, experience level, management style, and personality traits. Once the initial screening is complete we will select 6-8 candidates that appear to be the most qualified and most closely match the position profile criteria. A summary of those candidates' resumes and background information, gathered by Mercer to date, will be shared with the City to determine if the candidates meet their expectations and therefore should be evaluated further by Mercer. The City will be asked to select 4-6 semi-finalists for extensive background checks and interviews by the City assuming they successfully complete the Mercer background checks.

Background Checks: Mercer will then conduct a more intensive background check of candidates identified as qualified (semi-finalists) by the City to verify the accuracy of information related to

academic credentials, past employment, financial stability, and criminal history. Additional references will be contacted to better assess each candidate's work experiences and a social media/internet review will be conducted to ensure no candidate background "surprises" surface at a later date. The results of the background checks, reference checks, and social media search along with all resume and other application materials gather by Mercer will be shared with the Mayor and Council in report format prior to interviews being conducted so the Mayor and Council can prepare for interviewing the recommended candidates.

Interview Process: Mercer, working with the City, will arrange interview times with the final 4-6 recommended candidates. We will also provide recommended questions to be used in the interview process to produce consistency of information received from each candidate and to ensure appropriateness of questions asked. We will participate in the interview process at any level desired by the City and will provide our observations and insights about each candidate after the interviews. If requested by the City, psychological testing and position assessment center reviews can be arranged by Mercer at an additional cost.

Negotiations and Follow Up: Mercer will assist, if requested by the City, in the negotiations of an employment agreement to include salary, benefits, and other conditions of employment with the candidate chosen by the City. Final approval of all aspects of the terms of employment rests with the City. An employment agreement draft will be provided to the City Attorney for review if requested. In the event an employment agreement cannot be negotiated with the selected candidate, we will work with the City to select an alternate candidate.

Search Process Commitments

We will properly handle all media inquiries. Unless otherwise directed, it is our standard practice to advise all media that we are working on behalf of the City and that any public statements should come directly from the City. We will maintain confidentiality of candidate information, and recommend that the City do the same, to the degree possible under Georgia law. Mercer will suggest actions and timelines for actions by the City that we believe will ensure that the City remains in compliance with the Georgia Open Meetings/Records Act at all times; however, all final decisions of compliance rest with the City as advised by the City Attorney.

Mercer will formally notify all unsuccessful candidates who were interviewed by the Mayor and Council or will provide a draft letter the Mayor may wish to use to officially notify candidates not selected. Once the new City Administrator has been in the position for approximately 30 days, we will be available if requested to meet with the City and the City Administrator to establish mutual performance expectations for the position. We will follow-up periodically with the City and the new City Administrator during the first year to offer assistance if those expectations need to be clarified or modified.

Mercer will provide the City with periodic status reports of the process of the search. We will send to the City regular e-mail updates that will include the status of the recruitment efforts, steps being taken to meet the stated timeline, and an itemization of expenses incurred to date. We will coordinate all our needed support from the City through the Human Resources Director, unless otherwise directed, for such items as arranging interviews with the Mayor and Council, providing

public documents such as budgets, gathering information for the recruitment brochure and processing Mercer Group invoices for payment of services.

Mercer Guarantees

The Mercer Group will not recruit candidates from Fairburn for two years after completion of the search assignment without the full agreement of the City. We will never recruit a candidate whom we placed in Fairburn as long as he/she is employed by City without the full agreement of the City of Fairburn. If the candidate we placed with the City leaves for any reason (including termination) during the 12-month period following the date of placement, we will conduct another candidate search and charge the City for only the out-of-pocket expenses required to make the new placement.

Search Project Timeline

Mercer will focus its resources and efforts with a goal of having a new City Administrator selected within 96 days after receiving notice to proceed. Please note that the last 14 days is the waiting period required by the Georgia Open Records/Meetings Act. Below is a breakdown of the Work Plan items noted above and associated projected days needed to complete the critical elements of the search. Upon receipt of Notice to Proceed from the City, Mercer will develop a project calendar of events that will identify specific dates to complete the search within the 96-day schedule. The work calendar will remain flexible throughout the search process to meet the needs of the City and to reduce the number of days needed to complete the process if possible. Upon approval of this proposal Mercer is prepared to negotiate a specific start that will allow the search to begin as soon as possible.

1. Interview of Mayor & Council/Position Analysis:	7 days
2. Recruitment Process:	40 days
3. Resume Review & Candidate Screening:	10 days
4. Candidate Background Checks:	21 days
5. Interview Process:	2 days
6. Negotiate Conditional Employment Agreement:	2 days
7. Georgia Open Records/Meetings Waiting Period:	<u>14 days</u>
Total	96 days



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: MUNICIPAL BOND UPDATE

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

Submitted: 9/27/2018

Work Session: 10/8/2018

Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mr. Bill Johnston, Stephens, Inc., to provide updates on the City of Fairburn's Municipal Bonds.


Elizabeth Carr-Hurst, Mayor



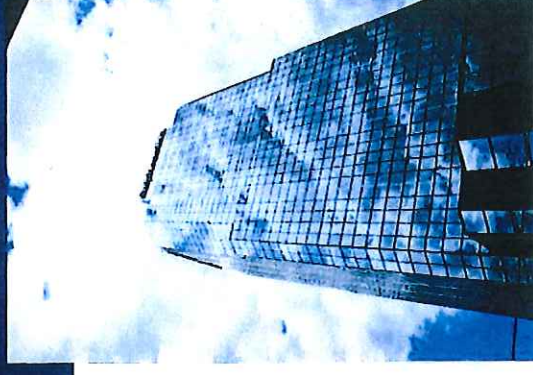
CITY OF FAIRBURN, GEORGIA

September 24, 2018

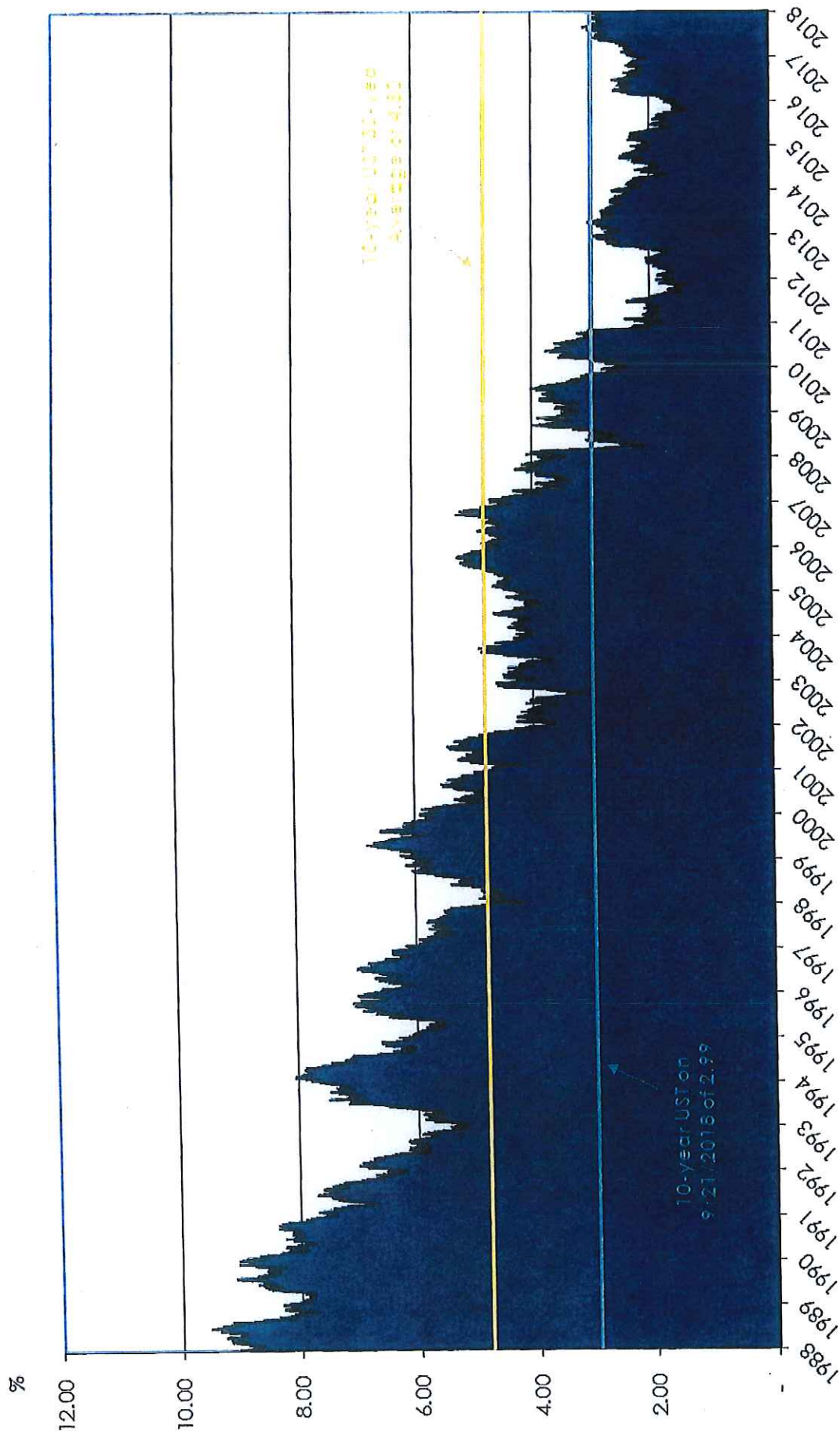
Stephens

Bill Johnston
Stephens Inc. | Member NYSE, SIPC
3344 Peachtree Road, Suite 1650 • Atlanta, GA • 30326 • 404-461-5155

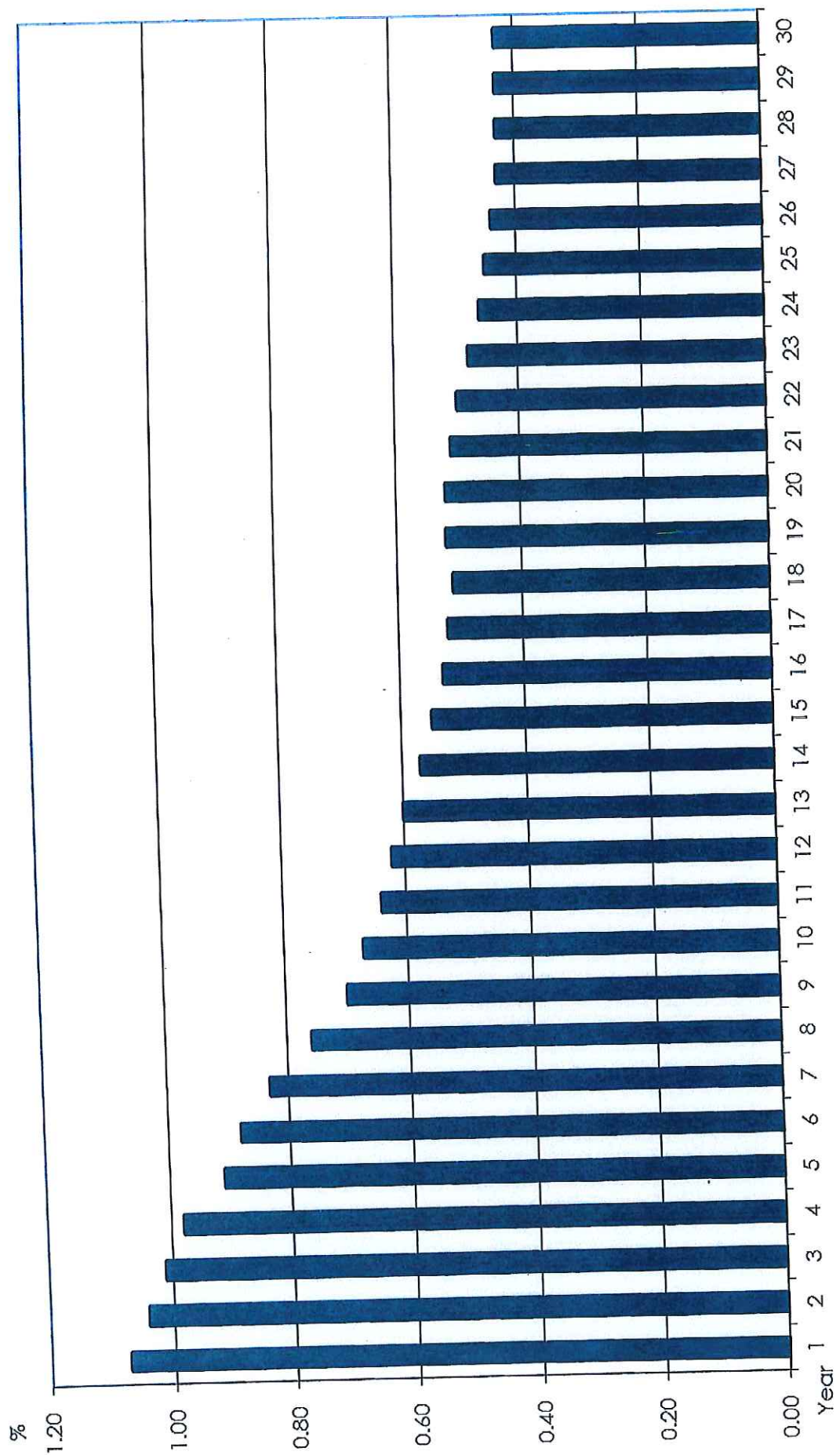
ECONOMIC UPDATE



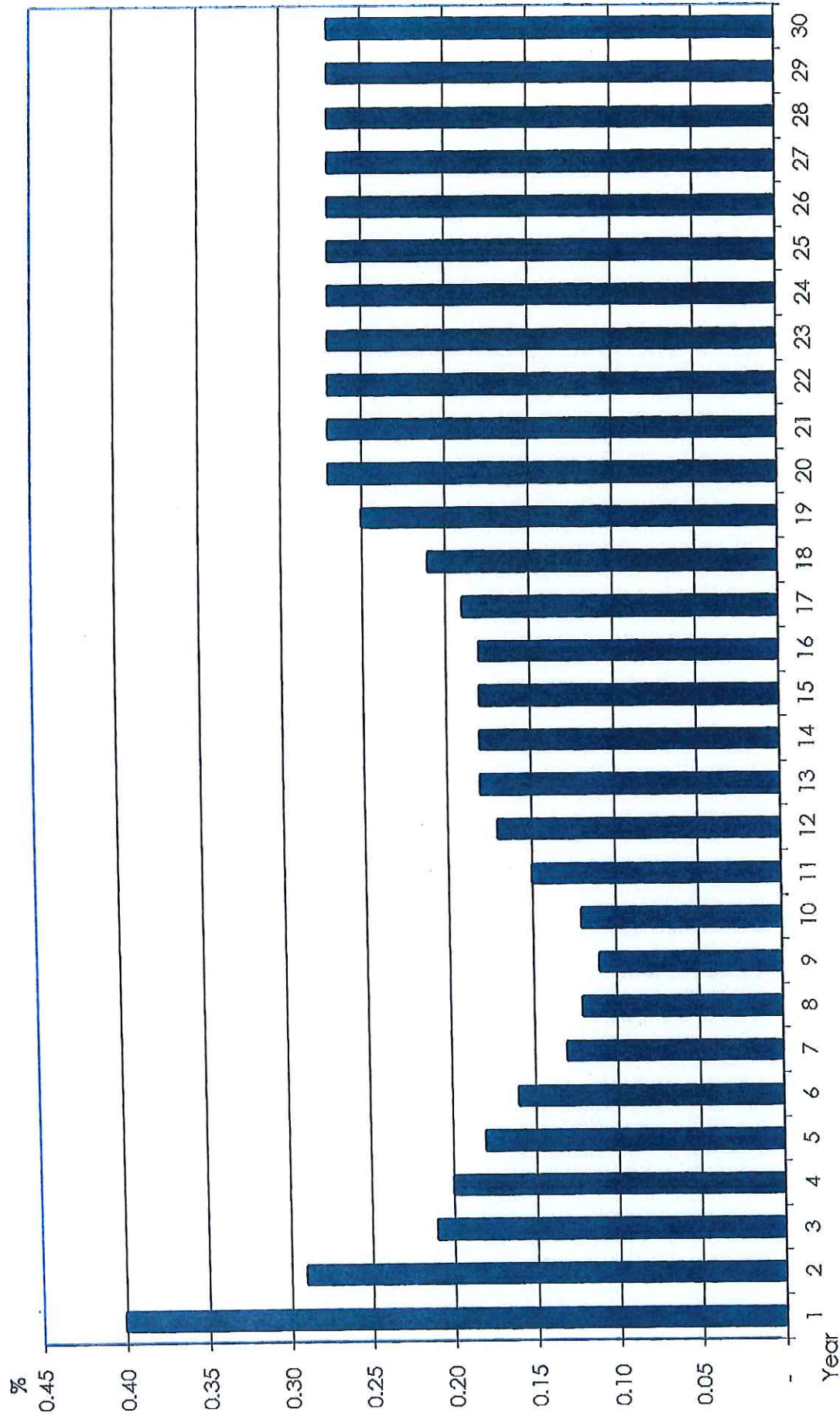
10-year U.S. Treasury Rates September 1988 through September 2018



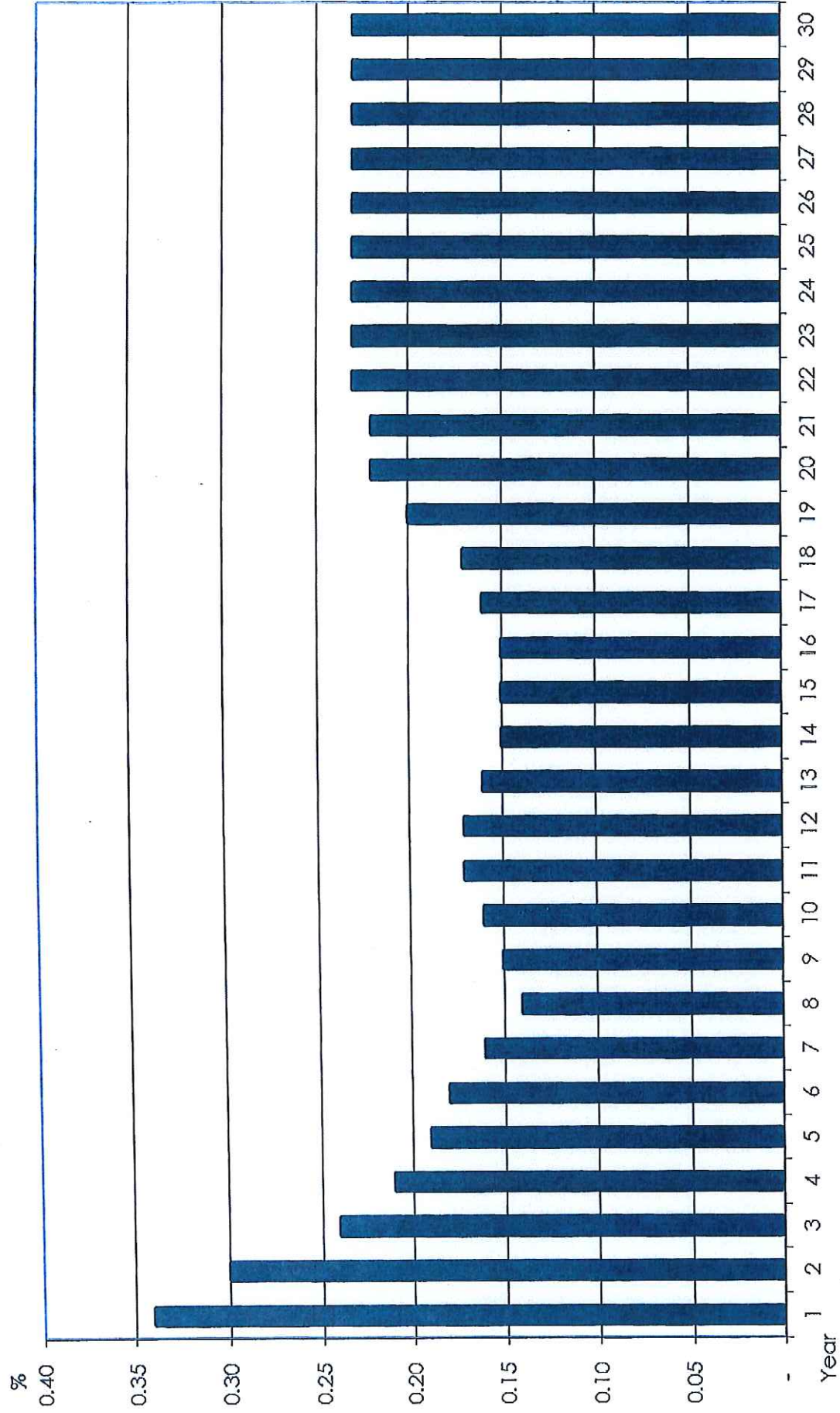
Change in AAA MMD Rates per Maturity
Past Year
From 09/21/2017 to 09/21/2018
63 basis point average decrease



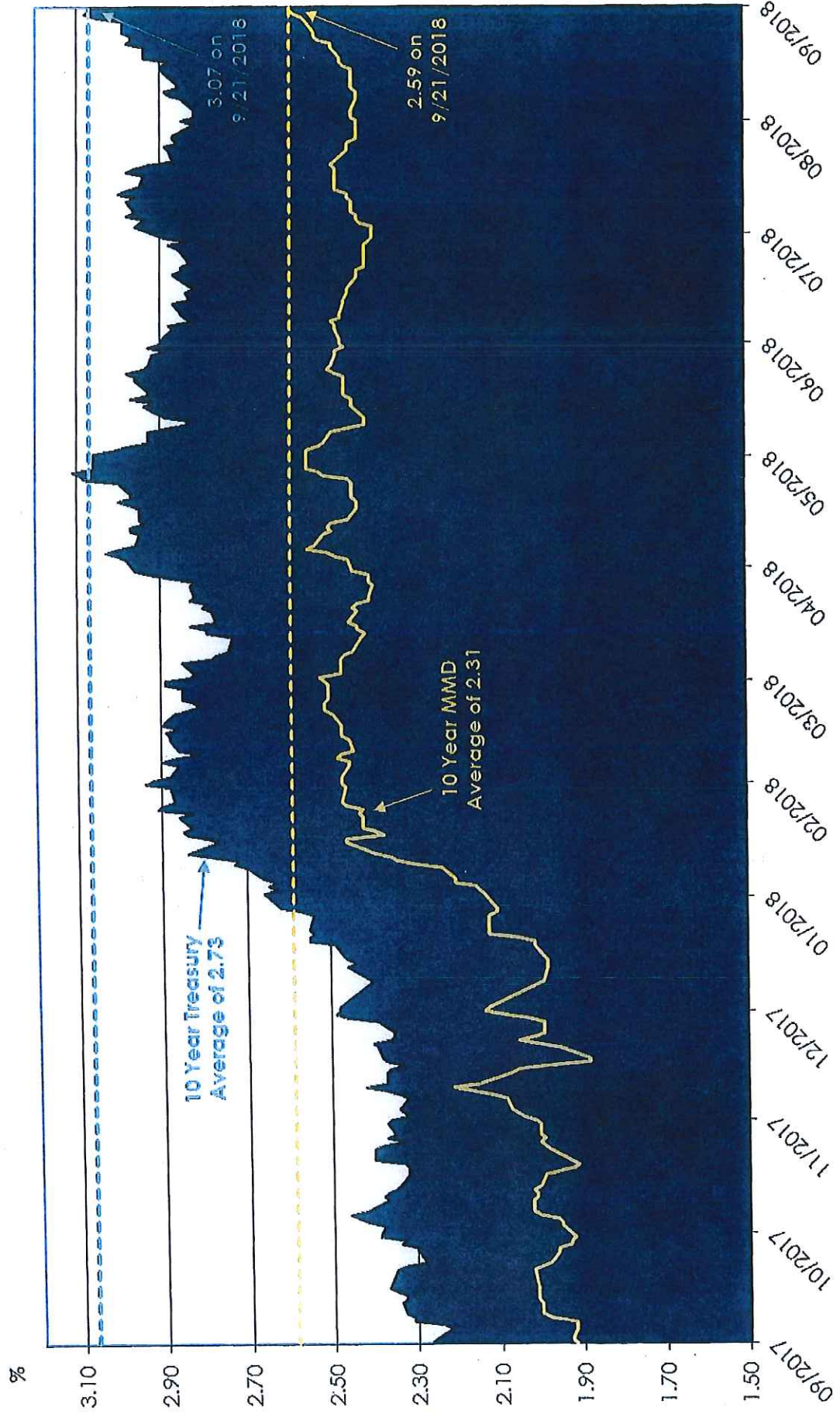
Change in AAA MMD Rates per Maturity
 Past Quarter
 From 06/21/2017 to 09/21/2018
 22 basis point average increase



Change in AAA MMD Rates per Maturity
Past Month
From 08/21/2018 to 09/21/2018
20 basis point average increase

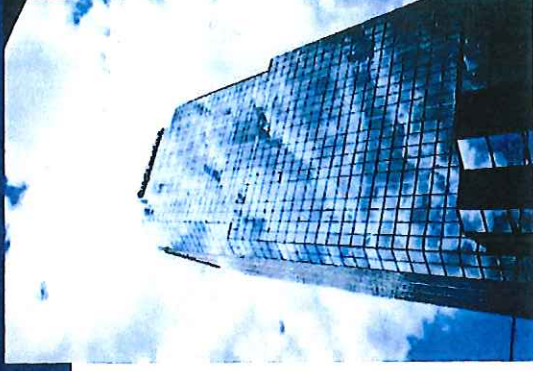


10 Year U.S. Treasury Rates versus 10 Year Municipal Market Data (MMD) Rates 09/21/2017 through 09/21/2018



Date (Week ending)	6/22/2018	6/29/2018	7/6/2018	7/13/2018	7/20/2018	7/27/2018	8/3/2018	8/10/2018	8/17/2018	8/24/2018	8/31/2018	9/7/2018	9/14/2018	9/21/2018
1-year UST	2.33	2.33	2.34	2.37	2.41	2.43	2.43	2.43	2.44	2.44	2.44	2.46	2.53	2.56
10-year UST	2.90	2.85	2.82	2.88	2.89	2.96	2.96	2.96	2.97	2.97	2.97	2.99	2.99	3.07
20-year UST	2.97	2.91	2.87	2.87	2.96	3.03	3.03	3.03	3.03	3.03	3.02	3.11	3.03	3.14
30-year UST	3.04	2.98	2.94	2.94	3.03	3.09	3.09	3.09	3.03	3.03	2.97	3.11	3.13	3.20
10 Yr. MMID	2.47	2.47	2.45	2.41	2.39	2.44	2.48	2.48	2.43	2.44	2.44	2.47	2.53	2.59
20 Yr. MMID	2.83	2.82	2.80	2.79	2.80	2.89	2.94	2.94	2.91	2.91	2.89	2.94	3.02	3.11
30 Yr. MMID	2.95	2.94	2.92	2.91	2.91	3.00	3.05	3.07	3.01	3.00	3.03	3.06	3.14	3.23
Bond Buyer Revenue Bond Index	4.36	4.36	4.35	4.35	4.33	4.40	4.45	4.48	4.45	4.44	4.47	4.49	4.57	4.66
Bond Buyer G.O. Bond Index	3.87	3.87	3.86	3.86	3.83	3.90	3.95	3.98	3.95	3.94	3.96	3.98	4.06	4.15
Fed Funds Target	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
30-day LIBOR	2.10	2.09	2.09	2.07	2.07	2.08	2.08	2.07	2.07	2.07	2.11	2.13	2.16	2.22
PRIME	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
15-year Mortgage	3.89	3.81	3.81	3.80	3.79	3.86	3.86	3.80	3.79	3.78	3.82	3.85	3.89	3.97
30-year Mortgage	4.45	4.40	4.37	4.37	4.37	4.44	4.45	4.41	4.40	4.40	4.40	4.46	4.53	4.66
Municipal 30-Day Visible Supply (\$ millions)														
North Carolina (Comp.)	0.0	19.0	0.0	400.0	4.5	6.7	0.0	4.1	31.0	15.0	0.0	922.2	45.0	1,458
North Carolina (Neg.)	138.4	96.6	232.4	162.1	50.8	0.0	0.0	0.0	77.3	0.0	0.0	0.0	0.0	21.7
Total North Carolina	138.4	115.6	232.4	562.1	55.3	6.7	0.0	4.1	108.3	15.0	0.0	974.7	45.0	1,675
Georgia (Comp.)	1,229.7	1,68.3	1,68.3	0.0	96.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Georgia (Neg.)	40.0	0.0	279.5	22.9	0.0	147.5	0.0	0.0	13.5	0.0	0.0	0.0	0.0	76.6
Total Georgia	1,269.7	1,68.3	447.8	22.9	96.1	147.5	0.0	0.0	13.5	0.0	0.0	0.0	0.0	76.6
South Carolina (Comp.)	0.0	0.0	0.0	8.2	0.0	55.0	5.4	0.0	2.7	19.9	68.5	100.0	0.0	25.1
South Carolina (Neg.)	41.1	0.0	10.2	137.3	10.2	10.2	10.2	105.4	0.0	0.0	0.0	0.0	0.0	0.0
Total South Carolina	41.1	0.0	10.2	145.5	10.2	65.2	15.6	105.4	2.7	19.9	68.5	100.0	0.0	25.1
Texas (Comp.)	98.8	0.0	94.6	266.2	94.4	129.2	136.6	181.9	152.0	288.8	42.1	120.1	120.1	105.0
Texas (Neg.)	734.5	342.6	1,100.9	1,131.3	587.1	1,415.3	2,770.4	1,022.2	207.3	2,438.8	1,783.5	1,819.4	2,082.3	2,047.7
Total Texas	833.3	342.6	1,195.5	1,397.5	681.5	1,543.5	2,907.0	1,184.1	369.3	2,727.6	1,825.6	2,047.1	2,182.4	3,094.7
Tennessee (Comp.)	23.8	0	43.9	0	2.4	0	0	42	0	0	0	0	96.4	69.9
Tennessee (Neg.)	29.3	46.3	106.3	106.3	168.0	188.0	219.7	395.3	152.0	70.3	6.8	9.0	0.0	5.9
Total Tennessee	53.1	46.3	150.2	212.6	170.4	188.0	219.7	687.3	304.0	70.3	6.8	9.0	98.4	75.7
Arkansas (Comp.)	0.0	0.0	12.5	0.0	0.0	2.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Arkansas (Neg.)	3.3	0.0	31.2	59.7	17.0	0.0	59.3	475.2	0.0	123.7	0.0	0.0	0.0	0.0
Total Arkansas	3.3	0.0	43.7	59.7	17.0	2.6	59.3	475.2	0.0	123.7	0.0	0.0	0.0	0.0
Mississippi (Comp.)	0.0	0.0	18.5	18.5	7.1	21.7	12.6	6.7	0.0	0.0	3.0	0.0	0.0	0.0
Mississippi (Neg.)	22.7	0.0	135.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	41.6	39.1
Total Mississippi	22.7	0.0	153.5	18.5	7.1	21.7	12.6	6.7	0.0	0.0	3.0	0.0	41.6	39.1
United States (Comp.)	2,932.2	1,166.3	2,202.2	2,139.7	2,100.5	2,027.2	2,166.3	1,033.0	1,363.6	1,521.5	2,303.5	2,013.2	1,841.2	1,563.2
United States (Neg.)	5,239.6	1,392.7	6,312.0	8,432.5	4,383.7	5,327.2	9,772.8	11,760.7	3,592.2	4,931.9	4,079.8	7,270.3	5,347.8	2,700.2
Total United States	8,171.8	2,559.0	8,514.2	10,612.2	6,484.2	7,354.4	11,939.1	12,843.7	4,955.8	6,333.4	6,383.3	9,283.5	7,189.0	4,263.4
D.J.A.	24,580.89	24,271.41	24,456.48	25,019.41	25,038.12	25,451.06	25,462.58	25,313.14	25,313.14	25,790.35	25,964.82	25,916.54	26,154.67	26,726.25
Nasdaq	7,692.82	7,510.30	7,688.39	7,925.98	7,820.20	7,737.42	7,812.02	7,839.11	7,839.11	7,945.98	8,109.54	7,902.54	8,010.04	8,041.69
S&P 500	2,754.88	2,718.37	2,759.82	2,801.31	2,801.33	2,818.82	2,840.35	2,833.28	2,833.28	2,874.69	2,901.52	2,871.68	2,904.98	2,936.76
Russell 2000	1,685.58	1,643.07	1,694.05	1,687.08	1,696.81	1,663.34	1,673.37	1,686.80	1,686.80	1,725.67	1,740.75	1,713.18	1,721.72	1,720.15
Cruel Oil	68.88	74.15	73.80	71.01	70.46	68.69	68.49	67.63	67.63	68.73	71.13	67.82	68.93	71.14
Natural Gas	2.95	2.92	2.86	2.75	2.76	2.82	2.85	2.94	2.94	2.91	2.59	2.77	2.77	2.98
Gold	1,269.15	1,250.45	1,255.35	1,241.70	1,228.75	1,223.95	1,216.30	1,214.40	1,214.40	1,197.70	1,200.05	1,198.90	1,201.95	1,198.70

FAIRBURN BOND ISSUES



Series 2011 GO Bonds

- GENERAL OBLIGATION BONDS, SERIES 2011
- March 3, 2011
- Project: The Series 2011 General Obligation Bonds were issued to (a) acquire, construct and furnish a fire station, certain City recreation facilities, and downtown renewal projects (b) constructing and installing certain road rebuilding projects and (c) projects of the City as may be determined.
- Principal Amount: \$10,415,000
- Final Maturity: 12-1-31
- Purpose: Construction of Projects.
- Tax Status: Tax Exempt Obligation.
- Security and Source of Payments: The City has pledged it's full faith and credit to secure the Series 2011 General Obligation Bonds.
- Maturity Date: December 1, for the following dates and amounts:

FAIRBURN BOND ISSUES: CURRENTLY OUTSTANDING

City of Fairburn, Georgia
Schedule of Outstanding Bond Issues
For the Period Ending September 30,

General Obligation Bonds:

Series 2011

Series 2017 Refunding Bonds

Total General Obligation Bonds

	<u>2017</u>	<u>Additions</u>	<u>Reductions</u>	<u>2018</u>	<u>2018 Refundings</u>
	\$ 8,385,000	\$ -	\$ 6,530,000	\$ 1,855,000	
	-	7,365,000	100,000	7,265,000	Refunding Saved \$ 648,970
	<u>\$ 8,385,000</u>	<u>\$ 7,365,000</u>	<u>\$ 6,630,000</u>	<u>\$ 9,120,000</u>	

Revenue Bonds:

Series 2014, Combined Public Utility

Series 2013 Combined Public Utility Refunding Bonds

Series 2011 Education Complex

Series 2017 Education Complex Refunding Bonds

Total Revenue Bonds

	\$ 4,265,000	\$ -	\$ 175,000	\$ 4,090,000	
	7,675,000	-	840,000	6,835,000	
	13,720,000	-	12,080,000	1,640,000	
	-	13,125,000	60,000	13,065,000	Refunding Saved \$ 780,305
	<u>\$ 25,660,000</u>	<u>\$ 13,125,000</u>	<u>\$ 13,155,000</u>	<u>\$ 25,630,000</u>	
					Total Refunding Savings \$ 1,429,275

Series 2011 GO Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	-	-	361,660.07	361,660.07
12/01/2012	395,000.00	3.000%	496,937.50	891,937.50
12/01/2013	400,000.00	3.000%	485,087.50	885,087.50
12/01/2014	405,000.00	3.000%	473,087.50	878,087.50
12/01/2015	410,000.00	3.000%	460,937.50	870,937.50
12/01/2016	420,000.00	3.250%	448,637.50	868,637.50
12/01/2017	430,000.00	3.500%	434,987.50	864,987.50
12/01/2018	440,000.00	3.750%	419,937.50	859,937.50
12/01/2019	455,000.00	4.000%	403,437.50	858,437.50
12/01/2020	470,000.00	4.250%	385,237.50	855,237.50
12/01/2021	490,000.00	4.250%	365,262.50	855,262.50
12/01/2022	505,000.00	4.500%	344,437.50	849,437.50
12/01/2023	525,000.00	5.750%	321,712.50	846,712.50
12/01/2024	545,000.00	5.750%	291,525.00	836,525.00
12/01/2025	570,000.00	5.750%	260,187.50	830,187.50
12/01/2026	590,000.00	5.750%	227,412.50	817,412.50
12/01/2027	615,000.00	5.750%	193,487.50	808,487.50
12/01/2028	645,000.00	5.750%	158,125.00	803,125.00
12/01/2029	670,000.00	5.750%	121,037.50	791,037.50
12/01/2030	700,000.00	5.750%	82,512.50	782,512.50
12/01/2031	735,000.00	5.750%	42,262.50	777,262.50
Total	\$10,415,000.00	-	\$6,777,910.07	\$17,192,910.07

Yield Statistics

Bond Year Dollars	\$128,794.81
Average Life	12.366 Years
Average Coupon	5.2625648%
Net Interest Cost (NIC)	5.2625648%
True Interest Cost (TIC)	5.1757440%

Series 2017 GO Refunding Bonds

- GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017
- October 6, 2017
- Project: The Series 2017 General Obligation Bonds were issued to (a) partially refund the Series 2011 GO Bonds.
- Principal Amount: \$7,365,000
- Final Maturity: 12-1-31
- Purpose: Refunding.
- Tax Status: Tax Exempt Obligation.
- Security and Source of Payments: The City has pledged its full faith and credit to secure the Series 2017 General Obligation Bonds.
- Maturity Date: December 1, for the following dates and amounts:

Series 2017 GO Refunding Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2018	60,000.00	2.660%	256,994.79	316,994.79
07/01/2019	135,000.00	2.660%	347,529.00	482,529.00
07/01/2020	140,000.00	2.660%	343,938.00	483,938.00
07/01/2021	145,000.00	2.660%	340,214.00	485,214.00
07/01/2022	775,000.00	2.660%	336,357.00	1,111,357.00
07/01/2023	815,000.00	2.660%	315,742.00	1,130,742.00
07/01/2024	875,000.00	2.660%	294,063.00	1,169,063.00
07/01/2025	925,000.00	2.660%	270,788.00	1,195,788.00
07/01/2026	970,000.00	2.660%	246,183.00	1,216,183.00
07/01/2027	1,015,000.00	2.660%	220,381.00	1,235,381.00
07/01/2028	1,060,000.00	2.660%	193,382.00	1,253,382.00
07/01/2029	1,135,000.00	2.660%	165,186.00	1,300,186.00
07/01/2030	1,185,000.00	2.660%	134,995.00	1,319,995.00
07/01/2031	1,240,000.00	2.660%	103,474.00	1,343,474.00
07/01/2032	1,295,000.00	2.660%	70,490.00	1,365,490.00
07/01/2033	1,355,000.00	2.660%	36,043.00	1,391,043.00
Total	\$13,125,000.00	-	\$3,675,759.79	\$16,800,759.79

Yield Statistics

Bond Year Dollars	\$138,186.46
Average Life	10.528 Years
Average Coupon	2.66000000%
Net Interest Cost (NIC)	2.66000000%
True Interest Cost (TIC)	2.6602420%

Series 2014 Combined Public Utility Revenue Bonds

- COMBINED PUBLIC UTILITY REVENUE BONDS, SERIES 2014
- September 16, 2014
- Project: The Series 2014 CPU Bonds were issued to acquire, construct, equip and install certain improvements to the water and sewerage system of the City and acquire certain wastewater treatment rights.
- Principal Amount: \$4,610,000
- Final Maturity: 10-1-34
- Purpose: New Money.
- Tax Status: Tax Exempt Obligation.
- Security and Source of Payments: Pledged revenues of the City's Combined Public Utility System.
- Maturity Date: October 1, for the following dates and amounts:

Series 2014 Combined Public Utility Revenue Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2014	-	-	-	-
10/01/2015	170,000.00	2.000%	159,298.96	329,298.96
10/01/2016	175,000.00	2.000%	153,287.50	328,287.50
10/01/2017	180,000.00	2.000%	149,787.50	329,787.50
10/01/2018	185,000.00	2.500%	146,187.50	331,187.50
10/01/2019	190,000.00	2.500%	141,562.50	331,562.50
10/01/2020	190,000.00	2.500%	136,812.50	326,812.50
10/01/2021	195,000.00	2.750%	132,062.50	327,062.50
10/01/2022	205,000.00	3.000%	126,700.00	331,700.00
10/01/2023	210,000.00	3.000%	120,550.00	330,550.00
10/01/2024	215,000.00	3.000%	114,250.00	329,250.00
10/01/2025	225,000.00	4.000%	107,800.00	332,800.00
10/01/2026	235,000.00	4.000%	98,800.00	333,800.00
10/01/2027	240,000.00	4.000%	89,400.00	329,400.00
10/01/2028	250,000.00	4.000%	79,800.00	329,800.00
10/01/2029	260,000.00	4.000%	69,800.00	329,800.00
10/01/2030	275,000.00	4.000%	59,400.00	334,400.00
10/01/2031	285,000.00	4.000%	48,400.00	333,400.00
10/01/2032	295,000.00	4.000%	37,000.00	332,000.00
10/01/2033	310,000.00	4.000%	25,200.00	335,200.00
10/01/2034	320,000.00	4.000%	12,800.00	332,800.00
Total	\$4,610,000.00	-	\$2,008,898.96	\$6,618,898.96

Yield Statistics

Bond Year Dollars	\$53,671.83
Average Life	11.642 Years
Average Coupon	3.7429296%
Net Interest Cost (NIC)	3.4688124%
True Interest Cost (TIC)	3.3623445%

Series 2013 Taxable Combined Public Utility Revenue Refunding Bonds

- COMBINED PUBLIC UTILITY REVENUE BONDS, SERIES 201
- September 12, 2013
- Project: The Series 2013 CPU Bonds were issued to refund the City's Series 2006 CPU Revenue Bonds.
- Principal Amount: \$9,310,000
- Final Maturity: 10-1-24
- Purpose: Refunding.
- Tax Status: Taxable.
- Security and Source of Payments: Pledged revenues of the City's Combined Public Utility System.
- Maturity Date: October 1, for the following dates and amounts:

Series 2013 Taxable Combined Public Utility Revenue Refunding Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total Pmt
10/01/2013	-	-	334,900.74	334,900.74
10/01/2014	-	-	330,313.06	1,140,313.06
10/01/2015	810,000.00	1.209%	320,520.16	1,145,520.16
10/01/2016	825,000.00	1.907%	304,787.40	1,144,787.40
10/01/2017	840,000.00	2.692%	282,474.60	1,147,474.60
10/01/2018	855,000.00	2.992%	256,293.80	1,151,293.80
10/01/2019	895,000.00	3.574%	224,306.50	1,154,306.50
10/01/2020	930,000.00	3.824%	188,743.30	1,158,743.30
10/01/2021	970,000.00	4.204%	147,964.50	1,157,964.50
10/01/2022	1,010,000.00	4.454%	102,979.10	1,157,979.10
10/01/2023	1,055,000.00	4.654%	53,879.40	1,163,879.40
10/01/2024	1,110,000.00	4.854%	-	-
Total	\$9,310,000.00	-	\$2,546,862.56	\$11,856,862.56

Yield Statistics

Bond Year Dollars	\$63,399.31
Average Life	6.840 Years
Average Coupon	4.0171774%
Net Interest Cost (NIC)	4.1374910%
True Interest Cost (TIC)	4.1158751%

Series 2011 Education Campus Project Revenue Bonds

- DOWNTOWN DEVELOPMENT AUTHORITY (Education Campus Project) REVENUE BONDS, SERIES 2011
- September 8, 2011
- Project: The Series 2011 Bonds were issued to refund the City's original Campus Project bank financing.
- Principal Amount: \$15,280,000
- Final Maturity: 7-1-33
- Purpose: Current Refunding.
- Tax Status: Tax Exempt.
- Security and Source of Payments: The City's full faith and credit is pledged with an Intergovernmental Contract to secure the Campus Project financing.
- Maturity Date: July 1, for the following dates and amounts:

Series 2011 Education Campus Project Revenue Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2012	-	-	499,536.04	499,536.04
07/01/2013	-	-	639,975.00	639,975.00
07/01/2014	355,000.00	2.000%	639,975.00	994,975.00
07/01/2015	375,000.00	2.000%	632,875.00	1,007,875.00
07/01/2016	400,000.00	2.250%	625,375.00	1,025,375.00
07/01/2017	430,000.00	3.000%	616,375.00	1,046,375.00
07/01/2018	460,000.00	3.000%	603,475.00	1,063,475.00
07/01/2019	510,000.00	3.250%	589,675.00	1,099,675.00
07/01/2020	545,000.00	3.500%	573,100.00	1,118,100.00
07/01/2021	585,000.00	3.500%	554,025.00	1,139,025.00
07/01/2022	625,000.00	4.250%	533,550.00	1,158,550.00
07/01/2023	670,000.00	4.250%	506,987.50	1,176,987.50
07/01/2024	740,000.00	4.250%	478,512.50	1,218,512.50
07/01/2025	795,000.00	4.250%	447,062.50	1,242,062.50
07/01/2026	850,000.00	4.250%	413,275.00	1,263,275.00
07/01/2027	905,000.00	4.750%	377,150.00	1,282,150.00
07/01/2028	970,000.00	4.750%	334,162.50	1,304,162.50
07/01/2029	1,060,000.00	4.750%	288,087.50	1,348,087.50
07/01/2030	1,130,000.00	4.750%	237,737.50	1,367,737.50
07/01/2031	1,210,000.00	4.750%	184,062.50	1,394,062.50
07/01/2032	1,290,000.00	4.750%	126,587.50	1,416,587.50
07/01/2033	1,375,000.00	4.750%	65,312.50	1,440,312.50
Total	\$15,280,000.00	-	\$9,966,873.54	\$25,246,873.54

Yield Statistics

Bond Year Dollars	\$223,321.89
Average Life	14.615 Years
Average Coupon	4.4630079%
Net Interest Cost (NIC)	4.4630079%
True Interest Cost (TIC)	4.4182682%

Series 2017 Education Campus Project Revenue Refunding Bonds

- DOWNTOWN DEVELOPMENT AUTHORITY (Education Campus Project) REVENUE REFUNDING BONDS, SERIES 2011
- October 6, 2017
- Project: The Series 2017 Bonds were issued to refund the City's Series 2011 Campus Project Bonds.
- Principal Amount: \$13,125,000
- Final Maturity: 7-1-33
- Purpose: Advance Refunding.
- Tax Status: Tax Exempt.
- Security and Source of Payments: The City's full faith and credit is pledged with an Intergovernmental Contract to secure the Campus Project financing.
- Maturity Date: July 1, for the following dates and amounts:

Series 2017 Education Campus Project Revenue Refunding Bonds

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2018	60,000.00	2.660%	256,994.79	316,994.79
07/01/2019	135,000.00	2.660%	347,529.00	482,529.00
07/01/2020	140,000.00	2.660%	343,938.00	483,938.00
07/01/2021	145,000.00	2.660%	340,214.00	485,214.00
07/01/2022	775,000.00	2.660%	336,357.00	1,111,357.00
07/01/2023	815,000.00	2.660%	315,742.00	1,130,742.00
07/01/2024	875,000.00	2.660%	294,063.00	1,169,063.00
07/01/2025	925,000.00	2.660%	270,788.00	1,195,788.00
07/01/2026	970,000.00	2.660%	246,183.00	1,216,183.00
07/01/2027	1,015,000.00	2.660%	220,381.00	1,235,381.00
07/01/2028	1,060,000.00	2.660%	193,382.00	1,253,382.00
07/01/2029	1,135,000.00	2.660%	165,186.00	1,300,186.00
07/01/2030	1,185,000.00	2.660%	134,995.00	1,319,995.00
07/01/2031	1,240,000.00	2.660%	103,474.00	1,343,474.00
07/01/2032	1,295,000.00	2.660%	70,490.00	1,365,490.00
07/01/2033	1,355,000.00	2.660%	36,043.00	1,391,043.00
Total	\$13,125,000.00	-	\$3,675,759.79	\$16,800,759.79

Yield Statistics

Bond Year Dollars	\$138,186.46
Average Life	10.528 Years
Average Coupon	2.66000000%
Net Interest Cost (NIC)	2.66000000%
True Interest Cost (TIC)	2.6602420%

Fairburn Cash Balances for Various Bond Issues

City of Fairburn, Georgia		
Schedule of Outstanding Bond Cash Balances		
	<u>Balance</u>	<u>Comments</u>
United Community Bank:		
2013 Revenue Refunding Bonds (Taxable)	\$ 1,304,266.66	Taxable proceeds may be used for other projects.
2011 Education Complex Bonds	123,729.64	May be used only for Campus Projects
Education Complex II Construction	295,949.18	May be used only for Campus Projects
2014 Utility Bond Proceeds	1,986,368.88	May be used only for Utility Projects
2014 Utility Bond Sinking Fund	212,125.17	May be used to pay Utility Debt Service
Total General Obligation Bonds	<u>\$ 3,922,440</u>	
Fidelity Bank:		
GO Bonds	\$ 193,145.36	May be used only for GO Bond Debt Service
Sinking Fund/Capitalized Interest	12,358.81	May be used only for GO Bond Debt Service
2011 GO Bond Proceeds	1,008,546.72	May be used only for GO Bond projects
Total Revenue Bonds	<u>\$ 1,214,050.89</u>	
Total	<u>\$ 5,136,490.42</u>	

Disclosures and Disclaimers

Stephens Inc. is not recommending an action to any school district, municipal entity or obligated person; Stephens Inc. is not acting as an advisor to any school district, municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any school district, municipal entity or obligated person with respect to the information and material contained in this communication; Stephens Inc. is acting for its own interests; and (d) each school district, municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the school district, municipal entity or obligated person deems appropriate before acting on this information or material.

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CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY

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

Submitted: 9/28/2018

Work Session: 10/8/2018

Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: Appointment of Mr. Rufus Wells and Mr. Christopher Wiley to the Downtown Development Authority.


Elizabeth Carr-Hurst, Mayor



Christopher Wiley

2805 Main Street East Point, Ga. 30344
T: 404.457.3132 E: cwiley@ozpizza.net

Objective

Business and Community Development

To enhance local communities with business resources, real estate, and community outreach. Using my experience and restaurant brand as a business model to attract entrepreneurs in the community.

Experience

OZ Pizza Inc. CEO & Co-Owner

1997-Present

Founding co-Owner of OZ Pizza, Inc., with 3 locations in the surrounding Atlanta, Ga. Area.

Wiley & Howard Properties, LLC.

2013-Present

Managing Partner of Commercial Real Estate in East Point and Fairburn Ga. Managing partner in location site, financing, and development.

Fellini's Pizza General Manager (3 Locations)

1989-1996

Day to day restaurant Management. Understanding Labor cost, Product Cost, and P&L's. Operating with a staff of 28.

Education

Andrew Jr. College Culbert, Ga.

1987-1989

Studied Computer Science while on a Cross Country running Scholarship. Did not graduate.

North Fulton High School Atlanta, Ga.

1984-1987

Diploma Received

Skills

Organization of team building in a small to medium size business. Communicating continuously of what is needed, expected and accountability for growth in business. Knowledgeable in regards to QuickBooks & Peachtree Accounting software.

RESUME

Rufus Wells, Sr.

2057 Broadmoor Way, Fairburn, GA 30213

Telephone: 860-250-8079

Email: rwells@rwellsgrp.com

Work Experience:

Hartconn Associates, Inc., 386 Union Avenue, Bridgeport, CT 06607

(1984 to Present): **Executive Vice President and Secretary**

Hartconn initially specialized in relocation services to persons/businesses displaced by government action, and offered counseling services to low and moderate income families, as well as property management services. Hartconn administered the federally funded Section 8 Housing Assistance Payments Program for 8 years distributing over \$140 million dollars to Connecticut landlords. Coordinated housing assistance for all 169 towns in the State. We employed 51 housing professionals from 1989 through 1996. Provided guidance to Housing Authorities referred to us by the Federal Department of Housing and Urban Development (HUD). Achieved five consecutive years of zero Audit Findings on Section 8 Housing Program.

Assisted the State Department of Housing in the implementation and development of the State Rental Assistance Program (RAP). Assisted 1,800 families throughout the State who were formally homeless or under housed. Coordinated with the State Department of Social Services and worked with over 1,200 landlords to reduce the number of homeless families residing in hotels and shelters.

Provided property management and Uniform Relocation Services to New Haven and Bridgeport Housing authorities. Coordinated with Yale University on Housing Needs Assessment in the City of New Haven. Wrote a \$6.1 million Transitional Housing Grant to HUD that was rated in top 2 respondents nationally, to assist chronically homeless families in breaking the cycle.

(2010 to 2015) The **Minority Construction Council, Inc. (MCC)** - Provided office management and grant/proposal writing services to MCC and its 131 members. Grants were approved by the City of Hartford and the State of Connecticut. Also proposed an integrated program of Bonding and Financing to assist Minority Contractors in becoming financially responsible on government funded contracts. Grew the membership from 61 to 131 firms. Provided mediation services between Construction Managers and Minority and Women (MBE/WBE) contractors. Held briefings with MBE firms on Findings of the Metropolitan District Commission Disparity Study.

The Rufus Wells Group/Rufus Wells Consulting – 386 Union Avenue, Bridgeport, CT 06607
(April 2000 to November 2009) Wrote and implemented the City of Bridgeport's Minority Business Enterprise Program. Created guidelines for the implementation of the City's Small Local Business Enterprise Program to assist Bridgeport businesses in obtaining City contracts. Reviewed and recommended changes to the City's Purchasing Manual.

Dutch Point Housing Development --(September 2006 to August 2009) MWBE Oversight Coordinator - hired by TCB (The Community Builders) to write the Section 3 Administrative Plan and ensure City of Hartford and Hartford Housing Authority (HHA) goals were attained related to MWBE participation, Section 3 participation, and Hartford resident participation on this \$17 million new construction and renovation project. Through RWG, TCB attained the highest participation level (65%) for MWBE participation on any City or HHA contract in history.

Hartford School Building Program (HSBP) -- (November 2003 to October 2006)
Deliverables: Coordination and monitoring of M/WBE capacity, resolution of issues related to payment, cash flow, scheduling, quality control and change order management for all M/WBE contractors under contract in the \$1.6 billion program. Recruited and qualified MWBE contractors for participation in HSBP. Reported monthly to HSBP Committee on MWBE issues and accomplishments. All 8 schools in Phase I opened on time.

Campus Crusade for Christ, 100 Lake Hart Drive, Orlando, FL 32832
(May 1999 to March 2003) **Special Projects Consultant – Director, Crisis Management**
Deliverables: Develop and implement a project management plan for Headquarters which will insure the continued operation of financial and management systems through the century date rollover and thereafter. Receives \$500 million in annual donations, 120,000 volunteers and staff.

The Melting Pot, Inc. (DBA Wilson Place Restaurant), 29 Windsor Avenue, Windsor, CT 6095
(March 1983 to June 1986): **President**
Wilson Place Restaurant - a restaurant and lounge that seated 300 persons and specialized in Southern American Cuisine.

United Technologies Corporation, Pratt & Whitney Aircraft Division, 400 Main Street, East Hartford, CT 06108
(September 1974 to March 1983)

Title: **Project Financial Analyst** - (Overhead Rate Development/Contracts Accounting/Foreign Military Sales/Military Engine and Spare Parts Pricing). Coordinate quarterly internal pricing reviews to monitor material and manufacturing overhead rates to be included in military engine and spare parts proposals. Replicate the Balance System used in financial cost accumulation and audited by Air Force/Navy Procurement (AFPRO/NAVPRO) personnel.

Title: **Senior Accountant/Chief Auditor** - Contract Terminations
Responsibilities: Coordinate the activities of four auditors and three accountants. Locate and terminate purchase orders through Purchasing Department related to engine and spare part terminations by federal government and NASA according to Federal Acquisition Regulations (FAR). Negotiate final settlement with subcontractors and submit contract termination charges to Air Force/Navy officials.

Title: **Management Education Coordinator** -- Human Resource Development
Responsibilities: Determine the management's education and training needs for all levels of management. Establish the depth, scope and instructional techniques of the training to meet

desired managerial and course objectives. Taught classes on Financial Management for Non-Financial Executives, Supervisor Course, Foreman Course, Labor Management Relations, Time Management, Goal Setting & Performance Appraisal, Technical Oral Presentations, Company Policies and Procedures, Cash Flow Management, Company Policies & Procedures, Wage and Salary Administration, Writing Effective Letters and Memos.

Jefferson Federal Savings & Loan Association, 15 Church Street, Meriden, CT
(September 1973 to September 1974)

Title: **Assistant Treasurer** - Business Development/Mortgage Lending
Coordinated the activities of 11 Branch Manager in developing customer relations within their branch territories. Established relationships with realtors, professional and commercial business establishments. Member of mortgage and personal loan approval committees. Directed online banking efforts.

Society for Savings, Hartford, CT
(May 1970 to September 1973)

Title: **Branch Administrator**
Directed the activities of seven subordinates. Wrote residential and commercial mortgages, installment loans, and other branch operations functions. Trained Branch Managers and Assistant Branch Managers in branch operations.

Education:

University of Hartford, West Hartford, CT
(1975 to 1978) Masters of Science - Organizational Behavior

University of Bridgeport, Bridgeport, CT
(1966 to 1970) Bachelors of Science - Accounting

Weaver High School, Hartford, CT (1962 to 1966)

Honors, Awards, Certificates:

The United Christian Church and Ministerial Association (Ordained Minister 1998), Greater Hartford Business Development Corp. – Board of Directors (Loan Committee 1994-96), NAACP Excellence in Business Award (1992), Mayor's Taskforce on Economic Development (1992-95), High Noon Minority Business Development Corp. – Executive Committee (1989-96), State of Connecticut General Contractor's License (1995-96), State Taskforce on Homelessness (1994-95) Century Member of Boy Scouts of America (1992, 1993, 1994), Certificate of Completion, American Graduate University (1978), American Management Association (1975), Graduate – Greater Orlando Leadership Foundation (2002), (2017) President - Durham Lakes Golf & Country Club Property Owners Association, formerly Treasurer (2014-2016), (2017) Member, Fairburn - Georgia Initiative for Community Housing (GHIC), (2014) Chairman, Urban Working Group on MBE Business Development (2016) Member, City of Fairburn - Zoning Board of Appeals

Hartconn Associates, Inc.

Experience

Hartconn Associates, Inc. was founded by Janice and Rufus Wells in May, 1984. Janice and Rufus are President and Vice President respectively for this for-profit provider of housing services to low and moderate income families throughout the State of Connecticut.

Janice has over thirty seven (37) years of housing experience in the areas of administration of rent subsidy programs, property management, uniform relocation, rental rehabilitation, housing counseling, tenant based training programs, and many other skills too numerous to mention. Her attention to detail has earned Hartconn the respect of housing authorities, state and federal housing agencies, as well as tenants and landlords.

Rufus Wells has over twenty eight (28) years of housing experience and has been instrumental in propelling Hartconn into the forefront of the housing services industry. Rufus has been active in structuring Hartconn's bonding line as a certified minority general contractor. He also crafted a bond program for minority contractors which was co-sponsored by the City of Hartford and the State of Connecticut which guarantees bonds issued to minority contractors. Rufus' most significant contribution to the Hartconn team is in the areas of Marketing and Financial Administration. An accountant and financial analyst by education and experience, he has the ability to construct competitive bids, and Requests For Proposal packages which are cost effective to the customer.

Hartconn has created a niche in taking on "troubled" projects that other business consulting firms refuse to touch, yet we have consistently delivered a quality product to our customers and government contracting agencies. Working with Local, State and Federal housing agencies were initially our customer of choice but during the last 15 years our customer based has changed since we began focusing on providing Special Project support to our core services.

Since the year 2000 we have provided management services to Campus Crusade for Christ (currently called CRU) the largest para-church organization in the country (\$500 million in donations) with administrative management. We have

also developed strategic relationships with Fluor Daniels, one of the worldwide leaders in engineering and construction. Hartconn partnered with Fluor to provide Minority Business Enterprise oversight on the \$1.2 billion Hartford School Building Program.

Hartconn also worked for the Hartford Housing Authority and the City of Bridgeport in the areas of providing MBE consulting services and reviewing the structure of each organization.

Hartconn formerly administered the Section 8 Housing Assistance Program for the State of Connecticut's Department of Social Services (DSS). In 1998 this program was considered "unmanageable" by the State of Connecticut's Auditors of Public Account. The audits by the State Auditors of Public Account for fiscal years 1993 through 1996 reported the best audits ever since the inception of the program in 1976. This is an accomplishment of which we were justifiably pleased. Hartconn was able to bring this program from a \$250,000 annual deficit in 1989, to a \$250,000 profit in the last four fiscal years that Hartconn administered the program through prudent fiscal management. We have applied this same logical approach to every aspect of our business environment. We assisted over 2,700 families throughout the State and annually distributed over \$18 million dollars in assistance payments to landlords and tenants.

Hartconn has also been effective in replicating the same efficiencies in the State Rental Assistance Program (RAP). RAP offers many of the same benefits of the Section 8 Program, the difference being the funding source, RAP is funded by the State whereas, Section 8 is a Federal Program.

We have worked closely with Legal Aid in Connecticut's urban communities, and social service agencies throughout the State of Connecticut. Our staff is knowledgeable in current housing issues in both urban and suburban communities. Hartconn was previously listed with INFO LINE in Hartford, New Haven, and Bridgeport.

PROPERTY MANAGEMENT

Hartconn's property management services include supervision of maintenance and clerical staff, recertification of families for public housing tenancy, repairs, leasing, rehabilitation of damaged units, evictions, and implementation of record keeping systems. Completed projects include:

Elm Haven Low Rise Project, New Haven, CT:
477 unit project

Elm Haven High Rise Project, New Haven, CT:
366 unit project

County, Henry Street Project, New Haven, CT:
9 scattered site units

Winter Gardens Apartments, New Haven, CT:
34 unit project

Prescott Bush Elderly Housing Project, New Haven, CT:
60 unit project

Waverly Townhouses, New Haven, CT:
52 unit project

East Side School Project Area, Bridgeport, CT:
100 residential units, 5 commercial establishments

RELOCATION SPECIALIST

Hartconn is one of a limited number of companies in New England that specializes in moving business and families who are displaced by government action and have to relocate. The action may be new highway construction, construction of a school or public building, or declaration of eminent domain to name a few displacement activities which will trigger either Federal, State, or local relocation regulations. Some of the major relocation projects undertaken by Hartconn include:

Elm Haven High Rise Project, New Haven, CT:
- on behalf of the New Haven Housing Authority more than 300 families were relocated within New Haven to other replacement housing units during the time period December 1984 through January 1987. The families were moved to prepare the six high rise buildings for demolition.

Charles F. Greene Homes, Bridgeport, CT

- on behalf of the Bridgeport Housing Authority we wrote the Relocation Plan to move 256 families according to Federal Relocation guidelines for families displaced by CIAP funded projects.

East Side School Project, Bridgeport, CT

- on behalf of the City of Bridgeport's Board of Education we relocated over 100 families and 5 commercial establishments from the East Side School Project Area. The relocations were completed on schedule and the site currently houses the State's largest elementary school (\$14 million).

FINANCIAL PACKAGER FOR HOUSING DEVELOPMENT

Relocation projects often result in the displacement of low and moderate income families. Replacement housing units are not always readily available on the open market therefore, Hartconn utilizes its extensive staff experience to coordinate housing rehabilitation efforts which will bring additional units to the market at an affordable rental rate.

We work with institutional lenders, federal, state and local agencies, as well as community based organizations to coordinate the multi-facets of proposal packaging.

Hartconn was instrumental in developing the following proposals:

Stuart B. McKinney Transitional Housing Funds - submitted to HUD on behalf of Family Services-Woodfield (\$3.5 million - approved)

Housing For the Homeless - submitted to the State Department of Housing on behalf of Hall Neighborhood House (\$3.2 million - approved)

Low Income Housing Tax Credit Program - submitted to CHFA on behalf of PACE Builders and ECAP Construction Company (\$2.6 million - approved)

Community Development Block Grant Funds - submitted to the City of Bridgeport on behalf of Central Square Associates (\$1.8 million - approved)

HOUSING COUNSELING PROGRAMS

In 1987 Hartconn identified the need to go beyond merely locating apartments for low and moderate income families. Many of the homeless families assisted during the inception of the State Rental Assistance Program were finding their way back to emergency shelters after receiving housing assistance. This became known in housing circles as the "revolving door syndrome". To attack the effects of the revolving door syndrome Hartconn developed the following program:

Tenant Orientation Program Seminars (TOPS): TOPS is a ten (10) hour program designed to educate tenants in the areas of why families become homeless; family budgeting; maintaining your apartment and what to do if problems occur; responsibilities of the landlord and tenant with respect to the lease; what is decent, safe, and sanitary housing; strategies to secure permanent housing; and how rent subsidy programs operate.

The City of Bridgeport began a program in 1988 to move families out of Father Panik Village that were income qualified and credit worthy of home ownership. At the City's request, we developed the following program to insure a smooth transition from apartment living to home ownership:

Homeownership Counseling Program: First time homeowners are taught the basics of owning property. Topics stressed in this program include what are the different types of homeownership; understanding the Sales Agreement; what is a mortgage; what are closing costs; building a sound credit history; home maintenance; and building equity versus depreciation of the asset.

APARTMENT LOCATION SERVICES

Hartconn locates permanent housing units for homeless families throughout the State. We identify apartments and bring the prospective family to the units to insure their satisfaction. We will normally locate up to three units in an area specified by a family, and act as the advocate for the family in interactions with landlords.

During the homeless crisis in the summer of 1988, Hartconn successfully placed over 250 families throughout the state for the State of Connecticut's Department of Human Resources.

HOUSING INSPECTION SERVICES

Hartconn had a fully trained staff of eight housing inspectors who blanketed the State performing housing inspections according to Federal and State Housing Quality Standards (HQS). Hartconn had one of the best HQS pass/fail ratios of any Public Housing Agency of its size in the State. We coordinated our efforts with local code enforcement officials in each of Connecticut's 169 towns to bring our HQS efforts to still another level of accomplishment. Our services can be made available to other public agencies and municipalities.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: MAULDIN AND JENKINS AUDIT CONTRACT FOR FISCAL YEAR 2018

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

Submitted: 10/1/2018

Work Session: 10/8/2018

Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Approval of the Mauldin and Jenkins Audit Contract for Fiscal Calendar Year 2018.


Elizabeth Carr-Hurst, Mayor



September 25, 2018

Honorable Mayor and Members of the
City Council and City Administrator
City of Fairburn, Georgia
P.O. Box 145
Fairburn, Georgia 30213

Attn: Chris Brown, Interim Finance Director

We are pleased to confirm our understanding of the services we are to provide the City of Fairburn, Georgia (the City) for the fiscal year ended September 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Fairburn, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund and each major special revenue fund (if any). Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios
3. Schedule of City Contributions – Pension Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and individual fund statements.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, we have no responsibility for determining whether such other information is properly stated, and our auditor's report will not provide an opinion or any assurance on that information:

1. Introductory section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Fairburn, Georgia and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the Members of the City Council and City Administrator for the City of Fairburn, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal

control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein.

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial

statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Fairburn, Georgia's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Fairburn, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we

will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

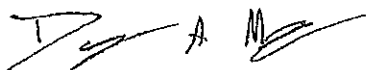
We expect to begin our audit on approximately January 7, 2019 and to issue our reports no later than March 31, 2019. Douglas A. Moses is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$37,000 for the fiscal year ended September 30, 2018 (*The fee does not include a single audit. If a single audit is required, an additional fee of \$5,000 will be charged*). Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Fairburn, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Douglas A. Moses

RESPONSE:

This letter correctly sets forth the understanding of the City of Fairburn, Georgia.

By: _____

Title: _____



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: CREDIT CARD POLICY AND PROCEDURES

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

Submitted: 10/2/2018 Work Session: 10/8/2018 Council Meeting: 10/8/2018

DEPARTMENT: Office of the Mayor

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: Discussion and approval of the City of Fairburn's Credit Card policy and procedures.


Elizabeth Carr-Hurst, Mayor

CITY OF FAIRBURN CREDIT CARD POLICY AND PROCEDURES

CITY OF FAIRBURN

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Credit Card Policy and Procedures

Introduction/Statement of Policy

The purpose of this policy is to provide the staff and officials of the City of Fairburn (City) with guidance and directions for using City issued credit cards to acquire goods and services on behalf of the City. The policy and procedures conveyed herein will allow the City to obtain required goods and services most efficiently and economically.

This policy was reviewed and adopted by the City Council on [REDACTED], 2018. All employees and officials are expected to review, understand, and adhere to this policy.

This policy may be modified from time to time to conform to changes in legislation, technology and standard business practice. Although it may not answer every question related to purchasing practices, it does provide general guidelines, which when used with good judgment may be applied in most situations. Anyone needing help dealing with specific situations not covered by this guidance should contact the Finance Department or the City Administrator.

Code of Ethics

Transactions relating to the expenditure of public funds require the highest degree of integrity to protect the interests of the City and the residents of the City of Fairburn. City staff and officials will promote public trust in the City by ensuring that credit cards are utilized in accordance with statutes, regulations, and City policies.

Using This Policy

This policy will provide the basic steps for using the Credit Card Policy. It covers usage compliance issues, documenting transactions, reviewing and approving statements, and more. For further details on any topic, contact the Finance Director.

Key Contacts – Who to Call

1) Finance Director

Call the Finance Director at (770) 964-2244 for questions regarding:

- Activation of new accounts
- Deactivation of cards for employees or officials transferring departments or leaving the City
- Policy and procedures for the Credit Card
- To decrease or increase the limit on a card
- To report a lost or stolen card after you have contacted BB&T



2) BB&T Card Customer Service 1-800-397-1253 (24/7)

Customer Service is available 24 hours a day, 7 days a week. They can assist with the following:

- CARD IS LOST OR STOLEN (Call Immediately)
- Card has not been accepted by a vendor
- An unknown transaction appears on the statement

Procedures for Using City Issued Credit Cards

- 1) It is the responsibility of each card holder to be acquainted with the purchasing policies and guidelines of the City and to make credit card purchases in accordance with these policies. Examples of the types of transactions that the City credit card may be used for include:

- Business travel
- Seminar Registration
- Professional memberships
- Business meeting expenses
- Purchase of material and supplies

The above is not intended to be an exhaustive list. It is understood that from time to time, payment by credit card is the most efficient way of obtaining good and services. The Cardholder must attach and submit the original purchase receipt, or a completed Departmental Purchase Log (See Exhibit A) to the monthly credit card statement for each charge incurred.

- 2) The City credit card is not a personal credit card and remains the property of the City of Fairburn. All outstanding charges on the card are the liability of the City of Fairburn. Unauthorized expenditures will be recovered from the Cardholder and appropriate administrative or disciplinary action, up to and including termination may be taken.
- 3) Cardholders are not permitted to use the City credit card for personal purchases with the intent of reimbursing the City of Fairburn at a later date.
- 4) Each credit card issued will include the Cardholder's name and account information. Cards may not be transferred, assigned or used by anyone other than the designated cardholder. As an occasional exception, the Cardholder may authorize the City's Executive Assistant to charge an online purchase on their behalf when no other means of obtaining the product or service is available. Authorization by the City Administrator is required prior to using the credit card. For this purpose, supporting documentation must be forwarded to the City Administrator immediately following use.
- 5) The City of Fairburn retains the right to cancel any City credit card. Cards may be revoked for misuse or non-compliance with procedures.

Overview of the Credit Card Process

- Authorized cardholders use the Credit Card to purchase allowable small dollar goods for the City via telephone, fax, internet, by mail or in person.
- Purchases made with the Credit Card must be logged into a Departmental Purchase Log.
- Cardholders review transactions, verify that amount being billed is correct, type in a short description of the item purchases and provide budget coding.
- After the Department Director and City Administrator approve the charges, they will send their statement along with their department log and receipts to Accounts Payable. Cardholders match actual charges and receipts to those listed on the monthly statement. Cardholders note charges in the departments' logs as being reconciled once they have appeared on the monthly statement.
- The Cardholder is responsible for handling disputes.
- Disputed items are entered into the log and remain pending until they are processed by the bank and appear on future statements.
- The transactions made on the Credit Card are billed directly to BB&T to the City, and is paid once a month. Please review credit card statements timely and turn in department logs within three business days of receiving your credit card statement.

Differences between the City Credit Card and a Personal Credit Card

- The City is liable for all charges made on the card before the card is reported lost or stolen to BB&T.
- Purchases made for personal use violates the terms of the Credit Card. The cardholder will be held personally liable. Unauthorized expenditures will be recovered from the Cardholder and appropriate administrative or disciplinary action, up to and including termination may be taken.
- Each card is excluded from specific merchant types such contractors, access to cash and other select vendors.
- The card belongs to the City, not the individual. When an employee or official terminates their relationship with the City, the Credit Card must be returned to the Finance Director.
- Cardholders will commit the City to purchases made with the credit card and must sign an agreement holding them responsible for their actions in performing this vital City function.

- Purchases are subject to review by any, or all of the following:
 - Mayor
 - City Administrator
 - Finance Director
 - Accounts Payable
 - Internal Audit and/or External Audit

Cardholders and Policy Administrators Responsibilities

Finance Director

- Order and activate new accounts
- Manage card distribution
- Provide policy and procedures for credit card
- Provide support and assistance to Cardholders
- Act as liaison between the City of Fairburn and BB&T

Cardholders

- Place the order
 - In person, by phone, by fax, by mail. Exercise caution if making purchases over the internet
 - Inform merchant that the purchases is exempt from state and local sales tax
 - Give accurate delivery information
 - Request a complete and detailed receipt to accompany the shipment. (It must include descriptions of each item purchased)
 - Do not allow COD deliveries
 - If your transaction is declined:
 - Phone orders: Have merchant reenter the card number and expiration date. It may have been done incorrectly.
 - The transaction amount may be over the card's limit or number of allowed transactions per month. Check with the Finance Director.
 - The transaction link between the merchant and its bank may be down. Ask the vendor to try again later.
 - Contact BB&T Customer Service Department at 1-800-397-1253 to determine why the transaction was declined.
 - Log appropriate data into the Departmental Purchases Log
 - Check Cardholder's account statement to verify the transaction and budget coding associated with the purchase. Receive the goods and obtain a receipt.
 - For goods ordered by phone, fax, or mail- this will be done after receipt of goods in the form of a receipt, packing slip, or order form. Receipts should be held until the monthly

statement is received for review; do not forward them separately to Accounts Payable. Itemized receipts are required for each purchase – failure to keep receipts may cause the card to be revoked. The Cardholder is responsible for obtaining receipts. All receipts must contain the following information:

- Cardholder name, number and vendor identification
 - Date purchase was made
 - Description of each item purchased
 - Per item cost if available from vendor
- Verify the Goods Received Agree with What was Ordered
 - Work with the vendor to correct any problems
 - Reconcile Transactions
 - The City of Fairburn receives monthly credit card statements and payments are processed monthly.
 - A copy of the credit card statement is given to each cardholder to verify charges and credits.
 - Verification of transactions on the statement is the responsibility of each Cardholder.
 - Cardholders are responsible for submitting to the Finance Department all sales receipts and packing slips for purchases listed on the statement, in the order as they appear on the statement.
 - Cardholders are required to complete the Departmental Purchase Log for each billing cycle.
 - If a missing receipt cannot be obtained after a reasonable effort, the Cardholder should write “No receipt” and initial the statement next to that item. A certification statement must also be submitted stating that the expenses were incurred in the conduct of City business. This will be allowed on an exception basis only, and continued failure to provide receipts will result in card privileges being revoked.
 - The Departmental Purchase Log must be signed by the Cardholder as proof of reconciliation and then forwarded to the City Administrator for approval.
 - The Cardholder is responsible for following up with a vendor for any erroneous, disputed charge or returned item.

Documentation Requirements

- 1) An original receipt must be submitted to support each charge, prior to the monthly statement being processed. The cardholder is responsible for ensuring that a receipt or adequate support is received for the items charged on the City credit card. When an online registration or purchase is made, a printout of the registration or purchase must be retained and attached to the monthly credit card statement and Departmental Purchase Log. The lack of a receipt or adequate support may require the user to be personally liable for the expense.
- 2) Each item charged to the credit card must be itemized on Departmental Purchase Log with the correct budget account number.
- 3) In the rare case where no receipt is obtained, the Cardholder must initial the credit card statement next to the charge. In addition, a certification that the expenses were incurred in the conduct of



City business must be completed and signed. The City Administrator or Finance Director will determine if the business expense may be processed. If it is determined that there is inadequate support, the user will be required to reimburse the City.

- 4) When ordering over the phone, state that the order is a City credit card purchase. Furthermore, require the vendor to include a detailed sales receipt in the package with the filled order. This is needed for proof of purchase documentation. Also, insist the vendor mark the outside packaging label with your name, the department name, delivery address, and credit card. An example is given below:

City of Fairburn (Finance Department)
Name of Person Ordering
Credit Card
56 Malone Street S.W.
Fairburn, GA 30213

- 5) When receiving a shipment, it is the responsibility of the cardholder to properly inspect the shipment. The Cardholder is responsible for securing the appropriate credit when the goods are returned. Keep the return documentation with the Department Purchase Log sheet.

Authorized and Unauthorized Purchases

The card is a privilege granted to you by the City and it is expected that you will use it responsibly. **The City will seek restitution for any inappropriate charges made to the Card.**

In addition to any prohibited items listed in this handbook and/or in the Credit Card Policy, the Finance Director will let you know what you are authorized to purchase and the limits that correlate with that authorization. If you are making purchases against a grant account, it is your responsibility to make purchases that are allowable under the terms of the grant.

Allowable Transactions

The Credit Card concept is designed to delegate the authority and capability to purchase small-dollar items directly. Use it to purchase tangible items, training and conference related expenditures.

Prohibited Transactions

- Alcoholic beverages
- Business cards
- Controlled substances
- Cylinder gases and liquid nitrogen
- Freight charges for incoming shipments billed separately
- Gifts

- Hazardous chemical materials
- Leases, rental
- Moving expenses
- Personal items (items for personal use)
- Postage stamps
- Printing and copying
- Radioactive materials
- Telephone calls, calling cards, prepaid calling cards
- Entertainment
- Weapons and ammunition
- Professional services
- Vehicle purchases
- Capital equipment
- Vehicle Maintenance

Prohibited Transaction Types

- Cash advances
- Contracts requiring authorized signatures
- Donations
- Payments to individuals or employees
- Purchases involving trade-ins
- Purchases from other municipalities

Excluded Merchant Types

Do Not Purchase Goods from the Following:

- Contractors
- Financial services
- Entertainers
- Services providers

Violations

The following actions violate the terms of the Credit Card agreement and are subject to the consequences below:

- Using the card to obtain items listed previously as Prohibited Transactions
- Failure to approve monthly statements in a timely manner
- Failure to promptly reconcile and approve the Departmental Log
- Failure to have complete receipt documentation

Consequences

Any or all of the following actions may result from violating the terms of the Credit Card Agreement:

- Written warning may be given to the Cardholder
- Card may be suspended
- Reporting the violation to the City Administrator
- Card Cancellation
- Termination and/or criminal prosecution – the City shall take any recovery action deemed appropriate, which is permitted by law.

Disputes

On all disputes, call the vendor first to correct the problem. If your dispute is not corrected or satisfied by the vendor, call BB&T's customer service number and tell them you have a disputed purchase: 1-800-397-1253

A representative of BB&T will take down all of your information concerning the purchase problem. Immediately thereafter, the City will be credited for the amount of the disputed purchase until the dispute is resolved. Disputes must be communicated to BB&T within 60 days of the end of the cycle in which the transaction first appeared. The following may be formally disputed with BB&T:

- Unauthorized charges, including unauthorized phone or mail order charges
- Difference in amount authorized and amount charged
- Duplicate charges
- Transaction which is yours but you are challenging for other reasons
- Your account has not yet been credited on statement but you have received a credit voucher from the merchant or have been told by the merchant they will issue a credit
- Failure to receive goods
- Returned merchandise
- Unrecognized charges
- Altered charges
- Defective merchandise

Your cooperation in complying with this policy and guidance is appreciated and will allow the City to maintain compliance with State laws and process monthly statements promptly. Any questions regarding these procedures should be directed to the Finance Department or the City Administrator.



This Credit Card Use Agreement is between The City of Fairburn and

Employee Name (Print)

Credit Card Number (exactly as shown on card)

I am the employee named above and I received the above-listed credit card associated with the commercial credit account of the City of Fairburn and I confirm all my information is correct. By my signature on this Agreement, I will agree to comply with and be bound by the following conditions:

1. I understand this Card is City property and I will be making financial commitments on behalf of the City when using this Card. I agree that use of this Card is limited to business purposes authorized by the City. I agree this Card must not be used for any personal, unauthorized, or illegal charges and any such misuse will result in cancellation of this Card and may further result in disciplinary action up to and including termination of my employment.
2. I understand the City may review and investigate use of this Card and I have no expectation of privacy concerning any charges incurred. I will cooperate with any such review or investigation. I agree to be held personally liable for the total dollar amount of any improper charges incurred plus any administrative fees assessed in connection with misuse of this Card. I agree that any personal, unauthorized, or illegal charges made by me, including any administrative fees and/or finance charges assessed in connection with such charges, and paid for by the City on my behalf will be considered a personal loan to be repaid through payroll deduction. I understand that payroll deduction on my loan will be subject to the limits set forth by applicable law. If such deductions are not permitted by law or are insufficient to fully reimburse the City, I will repay the City these amounts plus finance or other charges due in connection with the misuse of this Card and the City may take appropriate legal action to collect the monies owed. If the City is required to take legal action to collect monies owed under this Agreement, I agree to pay the City's expenses, including attorney's fees, incurred in its collection efforts. I agree that I may be liable for improper charges that result from allowing others to use this Card.
3. I agree to reconcile my expenses and timely submit an expense report from which the City will pay the charges incurred in connection with this Card. The expense report will be submitted using the City's standard expense reporting system and shall be supported by appropriate documentation as required by the City.

4. I agree to return this Card immediately upon request by management or upon termination of my employment for any reason (including retirement) with the City. I understand that this Agreement is revocable by me at any time upon written notice to my immediate supervisor at the City. If revoked, I understand I must stop using the Card immediately and return it to the City Administrator with my revocation notice. I understand that if revoked, I remain responsible for any misuse and remain indebted to the City for any personal, unauthorized, or illegal charges made prior to the revocation and return of the Card.
5. I promise to immediately notify the Finance Department upon discovering this Card has been lost, misused, or stolen or this Card has been the subject to fraud, unauthorized use or misuse. I agree to cooperate with any investigation concerning the loss, theft, or suspected misuse of this Card.

Date: _____ Employee Signature _____

Received:

Date: _____ By: _____



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FAIRBURN POLICE DEPARTMENT S.W.O.T ANALYSIS

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

Submitted: 9/27/2018

Work Session: 10/8/2018

Council Meeting: 10/8/2018

DEPARTMENT: Police

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Chief Stoney Mathis to discuss the City of Fairburn's S.W.O.T. (strengths, weaknesses, opportunities and threats) Analysis for 2018.


Elizabeth Carr-Hurst, Mayor



Fairburn Police Department

S.W.O.T Analysis

2018

Chief Stoney Mathis

Introduction

There are a variety of management philosophies echoing throughout police agencies nationwide. Although different, each management style generally has the same purpose, which is to keep abreast of the ever-changing dynamics of the modern world as it relates to the police functions. Perhaps one of the most beneficial management philosophies, which could have a far-reaching impact on the Fairburn Police Department, is Strategic Planning and Management. Strategic management is "an on-going process that seeks opportunities to enhance operational efficiencies by identifying internal issues and external influences that hinder organizational sustainability" (Charrier, 2004). The Fairburn Police Department has been extremely susceptible to internal and external changes that threaten its sustainability, because of the number of young, inexperienced supervisors and officers. The city of Fairburn along with police department leadership must understand that "policing has evolved into a highly complex structure that requires dynamic leadership paradigms and an organization that is adaptable to a fast-paced world" (Charrier, 2004). In order to achieve the department's mission, maintain sustainability, cultivate its aspirations in increasing levels of police professionalism, recruit experienced officers, and enhance the professional development for all members, a Strategic SWOT Analysis is necessary. It will help identify the agency's strengths, weaknesses, and opportunities, as well as any threat it will face in the next three years.

What is a SWOT Analysis?

SWOT is an acronym for Strengths, Weaknesses, Opportunities, and Threats. Strengths (S) and Weaknesses (W) are internal factors over which you have some measure of control; however, by definition, Opportunities (O) and Threats (T) are external factors over which you have virtually no power to control.

A SWOT Analysis is the most renowned tool available for an audit of the overall strategic position of the Fairburn Police Department and its environment. Its principal purpose is to identify strategies that will create a firm, detailed business model, which will best align the department's resources and capabilities. In other words, it is the foundation for evaluating internal potential and limitations as well as the possibility of threats from external sources. Positive and negative factors affecting success from outside and within the department are viewed. A consistent study is performed on the context in which the department operates, how it forecasts/predicts changing trends, and how it can include these predictions in the organizational decision-making process. Over the past few weeks, Mayor Carr-Hurst and I have spoken on several occasions about the police department's direction. I have talked to other council members, citizens, police officers and command staff, in addition to Mayor Carr-Hurst, to create a more effective SWOT Analysis.

An overview of the four factors (Strengths, Weaknesses, Opportunities, and Threats) is provided below-

1. **Strengths-** Strengths are the qualities that enable us to accomplish the organization's mission.

These are the basis on which continued success can be made and sustained. Strengths can be either tangible or intangible. These strengths are what you may be well-versed in or have expertise in, traits and qualities possessed by employees (individually and/or as a team), and distinct features that give your organization its consistency. Strengths are beneficial aspects or

capabilities of the organization which include human competencies, process capabilities, financial resources, products and services, customer goodwill and brand loyalty.

Weaknesses- Weaknesses are the qualities that prevent us from accomplishing our mission and reaching our full potential. These weaknesses deteriorate influences on organizational success and growth. Weaknesses are factors which do not meet the desired standards; however, these gaps are controllable and must be minimized or eliminated to achieve success.

2. **Opportunities-** Opportunities are presented within the environment in which our organization operates. These opportunities arise when an organization takes advantage of conditions in its environment to plan and execute strategies that enable it to become more productive. They can gain a competitive advantage by making use of opportunities but should be cognizant to ensure recognition when they are present to grasp them as they arise. Selecting targets that will best serve citizens while achieving desired results is a difficult task. Examples of opportunities include: continued public support, implementation of a pay scale, better recruitment tactics, etc.
3. **Threats-** Threats arise when external environment conditions jeopardize the reliability and proficiency of the organization's business. The vulnerability is compounded when the threat is related to the weaknesses. Because threats are uncontrollable, the stability and survival of the department can be at stake. Examples of threats are - unrest among employees; ever changing technology; increasing competition amongst local agencies, etc.

Fairburn's Historical Background and Demographics

Originally formed in 1854, the City of Fairburn was the county seat of Campbell County. It was chosen as county seat in a referendum in 1871 that was spurred by the seat of Campbellton refusing to allow

the Atlanta & West Point Railroad line through on account of the anticipated noise in the 1850s. As a result, the railroad chose to pass through Fairburn instead. As the city of Fairburn grew, Campbellton faded away. The government of Campbell County went bankrupt in 1931 during the Great Depression and was absorbed into Fulton County when it was established in 1932 along with Milton County to the north. Today, Fairburn is located along Interstate 85, with Georgia State Route 74 run directly through the city.

According to the 2017 census, an estimated 17.1 square miles of city have been lost, 16.9 square miles of land and .02 square miles of water. As of July 1, 2017, the US Census Bureau estimated the population for Fairburn at 15,520. In terms of gender, the population is 60% female; the ethnic make-up is (13.89%) Caucasian, (75.8%) African-American, (8.8%) Latino, (1.1%) Asian, and (0.6%) Other. The city's estimated median household income for 2012-2016 was \$40,954.

In addressing the needs of this growing community, the City of Fairburn operates as a Mayor/Council form of government with a City Administrator. The Mayor and 6 Council members are part-time employees. A full-time city administrator serves at the pleasure of Mayor and Council and is responsible for carrying out their policy directives and managing the day-to-day operations of the City. The Mayor and City Council are elected by the entire City and serve "at large" rather than representing various districts. Each year at the first regularly scheduled meeting in January, the Council elects a Mayor Pro tem from among its members. Fairburn's Mayor Pro tem assumes all duties and powers of the Mayor during the Mayor's absence or disability.

Fairburn Police Department's Mission Statement

The primary mission of the Fairburn Police Department is "to provide outstanding police service to the community and promote a peaceful living environment for our residents." The police department

enforces the law in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. The police department also recognizes that no law enforcement agency can operate at its maximum potential without supportive input from the citizens it serves. The department actively solicits and encourages the cooperation of all citizens to reduce and limit the opportunities for crime. To facilitate the optimum use of resources for crime suppression, we urge citizens to call 911 to report suspicious persons or activities.

Fairburn Police Department's Organizational Structure

The Fairburn Police Department dates to the beginnings of the city itself. The original town charter, approved on February 17, 1854 included the following in Section II of the town charter: "And be it further enacted by the authority aforesaid, That said Commissioners or a majority of them, shall have full power to convene at any time and at any place, within the corporate limits of said Town, after the passage of this Act, and proceed to the appointment of a Clerk, Marshal and Deputy Marshal, and such other officers as they may deem necessary to carry this Act into effect." This Town Marshal and Deputy Marshal evolved over time into what is presently known as the Fairburn Police Department.

The earliest location of the Fairburn Police Department was located on Highway 92, close to where the Landmark Christian School Football Field is today. In the 1950's a new police station was built on Highway 29, next to the police chief's house. In an interesting side note, it was said that the chief's wife would cook meals for the inmates; passing their meals to them through a small slot in a door that separated their home from the jail cells. In 1987, a new police station was built, and this is where the Fairburn Police Department stands today. Over the years, numerous renovations and improvements have taken place inside the department. Throughout its history the building has housed a courthouse, the

E-911 Dispatch Center, as well as Jail Cells. The original jail cells were preserved throughout the renovations and continue to be used as the department's armory.

The Fairburn Police Department has been led by a total of ten (10) chiefs on record. The current chief, Stoney Mathis, leads a department of 40 sworn law enforcement officers and 5 non-sworn personnel. As the head of the department, Chief Mathis reports directly to the City Administrator/ Mayor. Chief Mathis is supported by his Command Staff, which is comprised of one Deputy Chief and three Lieutenants. The department is organized into three main divisions: The Uniform Patrol Division, the Criminal Investigations Division, and the Support Services Division. The Uniform Patrol Division acts as the backbone of the agency, and is comprised of 4 – Shifts (A, B, C, D) with Field Training Officers (FTO's) acting as support supervision in the absence of the Sergeant. The Criminal Investigations Division has six detectives that investigates all property crimes and crimes against persons that are reported within the city limits. Finally, the Support Services Division includes the following; Fleet Maintenance, Training Coordinator, Certification/Accreditation Manager, Firearms Instructor, Armory, Internal Affairs, and Property Room. These divisions work cohesively together in order to achieve the police department's above listed mission.

Five-Year Review of Fairburn's UCR Crime Trends

Crime data reported by the FBI Uniform Crime Reporting, shows that statistically the City of Fairburn seemingly supports both legitimate concern as well as cautious optimism. Please see the chart below displaying the emerging crime trends for the City of Fairburn in the last five years.

Year	Population	Violent Crimes	Non-negligent manslaughter Murder and	Rape revised definition	Rape legacy definition	Robbery	Aggravated Assault	Property Crime	Burglary	Larceny-Theft	Motor Vehicle Theft	Arson
2016	14,151	46	0	-	1	26	19	722	256	407	59	1
2015	13,854	52	2	-	0	29	21	575	127	359	89	1
2014	13,851	52	1	-	3	25	23	528	141	318	69	0
2013	13,938	52	0	-	5	23	24	509	114	343	52	3
2012	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR

Strengths

The Fairburn Police Department has several areas of strength serving to bolster it. After the past few years of turnover within its Command Staff, the department is beginning to achieve stability. The first step toward stability is hiring an experienced Police Chief, who possesses a proven track-record of administrative success. The Fairburn's Police Department's young Command Staff seems to be very dedicated and loyal to the City, which also adds stability. Chief Mathis and his Command Staff have been working to effectively communicate the department's desired goals and objective to the rest of the

agency through one on one meetings and group conversations; however, due to past leadership instability they will still face issues about consistency. For instance, in less than three years, the Fairburn Police Department has had five different police chiefs (Permanent and Interim). Because of changing leadership, employees have faced changing goals, objectives, and expectations, which has had a direct impact on overall morale. Nevertheless, Adhering to the most recently implemented guidelines and methods will provide much-needed consistency amongst the rank and file. Chief Mathis and his Command Staff have worked to ensure avenues of communication both up and down the chain of command are open. Nothing serves a department better than consistency both in communication and follow-up.

The "human equation" is a strong attribute of the Fairburn Police Department. The department's ranks are filled with young, ambitious, and energetic officers, who are eager to learn and improve their skill-set. Nonetheless, these officers already bring with them unique experiences and skill sets resulting from military experience, higher education, and specialized on the job training. The Fairburn Police Department has approximately 50% of its officers have some type of college degree, which is much higher than the national average. According to the International Association of Chief of Police (IACP), college-educated Police Officers make better, more rational decisions compared to their non-college educated counterparts; however, nothing serves police officers better than on-the-job training (Experience). The most valuable resource the Fairburn Police Department possesses is its personnel. Law Enforcement leaders across the nation understand its people represent the "one resource that can be cultivated, molded, adapted, motivated, and made to respond to new and changing conditions. No other resource available to the manager has this unique ability" (Hale, 2004, p.313).

According to the recent conversations with officers and a review of their training files, the Fairburn Police Department has been improving their public image and level of professionalism through the

specialized training of its officers and supervisors. This training includes but is not limited to: Supervision I, II, III; Use of Force, De-escalation, Field Training Officer, DUI/Field Sobriety Training, Homeland Security/Counter-Terrorism Training, RADAR/Laser Certifications, etc. These conversations provided valuable information about each officer and unique qualities and training they can bring to the agency. Given the information provided, the department can re-evaluate their assets and determine where individual officers can best be utilized within the agency and with the training, knowledge, and experience they possess. More importantly, the specialized training and skill sets they subsequently bring with them helps boost the department's degree of proficiency. This, in turn, benefits the community as a whole.

Another strength for the Fairburn Police Department is found in its "numbers." About surrounding cities and counties, the ratio of officers per call volume is right on point. This is a strength because it allows officers the opportunity to be proactive in their patrol measures. About ten years ago, Police Chiefs started using an algorithm based on call volume to determine how many officers were needed to handle a certain amount of calls; however, Police Chiefs around the country abused that system by inflating their call volume numbers. Police Chiefs mandated that patrol officers generate a case number anytime an officer had contact with a citizen, which had not been done in the past. Thus, making the call volume appear higher than in previous years. To get an accurate account of call volume, we must look at only the dispatched call for service category and compare that to the previous years dispatched calls for service. Although the call volume has gone up in recent years, the Uniform Patrol Division is currently staffed adequately based on the amount of dispatched calls. According to the FBI Uniform Crime Reporting numbers, overall crime in Fairburn has gone up in recent years, but not to the point that drastic changes need to be made. The Criminal Investigations Division (CID) reports a manageable

caseload per detective which affords the detectives assigned to CID the time to thoroughly investigate their cases and properly prepare their casefiles. (In the past few years every report that was generated by the Uniform Patrol Division was assigned to CID for follow-up causing CID case load to be overwhelming at times).

A third strength possessed by the Fairburn Police Department is the level of technology provided to its officers. In today's environment, the use of body cameras has become a necessity for officers and citizens alike. The City has been able to supply a body-worn camera to each of its patrol officers. This provides a level of accountability as well as protection for the officers and transparency for the public. In addition to body cameras, officers are equipped with computers to aid in the performance of their duties, a mobile electronic fingerprint device that can identify suspects at the scene. Finally, patrol cars are equipped with radar speed detection devices. These devices allow officers to accurately identify a vehicle's speed.

Weaknesses

An examination of internal weaknesses affecting the success of the Fairburn Police Department (FPD) has identified the following weaknesses that if not addressed, could have a crippling effect on the agency. The first weakness affecting the FPD is the amount of starting salary and the type of pay incentives. For instance, the departments starting salary is less than that of all surrounding jurisdictions to include the City of Palmetto and the City of Chattahoochee Hills. The department does pay for specialized training certifications and college degrees; however, we provide no incentives for longevity with the agency, specialized investigator training nor Field Training Officers (FTO's). Even though their job function is specialized, FPD Detectives earn the same rate of pay as a patrol officer. Furthermore, FTO's do not receive any pay incentives even though they play an integral role in the development of new officers. Moreover, the FTO is often called upon to make supervisory decisions in the absence of a

Sergeant; yet they fail to receive a pay incentive/increase. In speaking with individual officers, it appears there is strife among the ranks as it pertains to incentive pay. As previously stated, officers receive extra pay for specialized certifications such as Intermediate, Advanced, FTO, Supervision and Management Certification; however, there is no system in place to determine who/how officer are selected to receives that training. As a result, several officers have discussed "favoritism;" whereby, certain officers are routinely selected for training that advances their pay and others receive very little training. According to officers, there was a pay scale implemented several years ago where officers would receive a small increase in pay every two years; however, to their knowledge that pay scale has never been used.

Fiscally speaking, another weakness identified is the lack of allocated funds in the budget for overtime, community programs, and other in-house initiatives. The most important area lacking funding is the department's Community Outreach Programs. In today's environment, it is critical for the police department to have the good relationship with the community it serves. The relationship must be founded on mutual trust and respect. To build rapport, establish trust and maintain respect, the department needs to develop programs that bring officers and citizens together outside the scope of "enforcing laws." The department does not have a Community Outreach Unit, therefore, we must call on regular patrol officers to perform extra duty activities to accomplish our enhanced community outreach goals.

The second significant weakness is the department's current staffing structure. In the Uniform Patrol Division, there is one lieutenant over four shifts. Although each shift has one sergeant, the single lieutenant is responsible for the majority of FPD's sworn officers. As a result, there is a lack of oversight on each shift regarding supervision.

In contrast, the Criminal Investigation Division has a lieutenant's position that is responsible for only six Detectives which is housed in a separate location. Another issue caused by this misuse of staff is a documented lack of communication between command staff to the officers; as well as a lack of communication between the patrol officers and detectives. Nonetheless, this weakness can become a strength once supervisory manpower is allocated properly.

A third weakness was found within the department's recruitment, hiring, and development of its officers. Ideally, the police department's demographics should reflect the demographics of the community it serves. With that said, the Fairburn Police Department needs to enhance its recruitment of minority officers. Also, the department should begin recruiting officers with at least 5 or more years of law enforcement experience. Once the department improves its recruiting and hiring measures, it needs to solidify a detailed Career Development Program. This program will allow the department to determine the interests of its officers as well as the needs of the department. By implementing such a program, the department can lessen the above-mentioned "favoritism" and boost morale.

A fourth weakness the department is facing is the continued use of the building and equipment that are antiquated and in disrepair. Currently, the building housing the Fairburn Police Department needs a renovation and cosmetic overhaul. The building has adequate space, but this space is not being used efficiently. Moreover, the space being used has dingy painted walls, worn-out carpeting, older furnishings, and less than pleasant restroom facilities. Externally, the police department building lacks proper parking; the spaces are narrow which makes it difficult for officers to enter and exit their vehicles. Aside from the building, the Fairburn Police Department has an aging vehicle fleet. The average police vehicle is designed for hard use, wear, and tear; however, the current fleets vehicles have gone beyond the standard wear and tear because the department lacks a vehicle replacement program. Moreover, the Officers have concerns about the amount of time it takes to get simple work done on their

vehicles. For instance, according to the officers, it takes the shop about three to four days to get an oil change which causes issues when officers need their vehicles.

Opportunities

Opportunities are external conditions, people, or situations that can benefit the agency. The first external opportunity identified is the department's ability to develop community relationships and build public support. With the development of a Community Outreach Program, the department can easily become more involved with the community through programs such as the Citizens' Police Academy, Youth Leadership Program, Women's Self Defense Class and Business Safety & Protection Classes. Also, the Community Outreach Program could begin participating in National Night Out. The National Night Out, which is a nation-wide campaign, is a way for the department to come together positively with the community.

Moreover, Community Outreach Officers would attend monthly meetings with the citizens to address community issues. The purpose of each meeting is adapted to the concerns of each community entity. For example, the meetings range from establishing neighborhood watch programs, drug/alcohol awareness programs, gang awareness, general citizen concerns, and questions, as well as basic question and answer sessions regarding state laws. Chief Mathis believes the main goal of such a program is "to become better acquainted with the citizens of the City of Fairburn and bring them together with the police department. In other words, helping them help us. We understand, that in most cases the only contact people have with the police department is in a negative aspect; so, we try and show people that we are here to help in any way we can." In addition to meeting with various community neighborhoods, the Community Outreach Officers would meet regularly with the local chapter of the NAACP, Kiwanis Club, schools, and various church organizations.

A second opportunity for the Fairburn Police Department is their relationship with other city Police Departments, State and Federal Agencies. The department has a good working relationship with the cities of Union City, Palmetto, and Chattahoochee Hills; however, there are a few opportunities for us to enhance that relationship by developing an investigative task force. The task force would allow officers to work together, share information, and resources to solve and prevent local crimes. The cities in South Fulton County area have identified the same type of crimes that are occurring in each jurisdiction. Therefore, by working together, we could collectively identify the same criminals that would solve those crimes. The Opioid and Drug problems are wide spread throughout the nation. Drug related crimes indirectly or directly account for about 70% of all crime. The Fairburn Police Department does not have a drug Unit, nor do they belong to a Drug Unit Task Force. We should designate an officer to be assigned to either the DEA or local GBI Drug Task Force to combat drugs within the City of Fairburn. This will be both beneficial to the Department for easy access to additional resources and the city to have additional resources add in the fight against drugs. Furthermore, it will allow the Fairburn Police Department to be part of the equitable sharing program when monies are seized.

Another area where we could enhance our relationship and save training dollars would be to collectively build a firing range in South Fulton County area that would be utilized by each department. Currently, each department must find an open range to be able to conduct their yearly firearm re-qualifications. Union City uses Georgia Power range in Carroll County, Palmetto and Fairburn use City of Senoia range and Chattahoochee Hills uses Fulton County Range. It would save all South Fulton cities time and money to have our own range.

The FPD can also begin a collaborative effort with the city's Code Enforcement/Public Works Division to address local issues that affect the quality of life. This effort would center on the "Broken Windows" Theory. The broken windows theory is a criminological theory that visible signs of crime, anti-social

behavior, and civil disorder create an urban environment that encourages further crime and disorder, including serious crimes. The Police Department could work closely with the Public Works Department to help clean the roadways by having individuals that can't pay their traffic citations work off those payments with community service.

A third opportunity for the agency centers on furthering relationships in the Business District. To take advantage of this opportunity, the department could assign an officer to the business district to address the parking concerns in this area. The officer could enforce the stopping, standing, and parking laws for the betterment of the Business District. More importantly, they could build a better relationship with local business by being seen in and around those businesses on a regular basis.

A fourth opportunity for the agency is the deployment of Intelligence Lead Policing Initiatives. These initiatives would allow for a Crime Mapping Computer Program. For instance, Crime Reports is a program that is free for law enforcement and maps crimes throughout a designated geographical location. This information can be used to identify trends, commonalities in various crimes, and provide target hotspots. Additionally, this information can be placed on the cities website and could be available to the public, which builds transparency and relationships.

Threats

The police department also faces various threats which could hinder its progress. One significant threat is too much growth that is not managed properly. Population growth can be beneficial to a community because it is good for tax-based reasons, but it can also bring problems. This is particularly true if the "growth occurs rapidly and haphazardly, contributing to sprawl, traffic congestion, environmental degradation, decreased housing values, school overcrowding," but more importantly it also brings an

increase in crime. Statistics reveal that there has been an increase in specific Part 1 Crimes; however, this can be rectified by providing pro-active policing and dedication of the officers.

As previously identified in the department's weaknesses, the lack of experienced police officers is a threat. Currently, 40% of Fairburn officers have less than two years of policing experience. This inexperience combined with a lack of preparedness in the event of a civil disturbance could be catastrophic for the city. The training, education, and experience of our police officers is especially important because it helps officers to override natural inclinations, biases, or reservations they encounter while in the performance of their duty. The 40% turnover rate is almost four times the national average. When a department is used as a training ground, both the agency and the citizens suffer. We must cultivate a Police Department that the men and women are proud of and one that an officer can see future growth opportunity.

Another threat to the police department is the physical location of the Criminal Investigations Division (CID). With this division housed separately, the lack of communication between CID and the department is continuing to grow. Furthermore, this adds to the lack of supervision and oversight. By moving CID back to police headquarters, the department can maintain a better span of control and improve communications. This potentially aids in increasing case solvability; however, by consolidating the department, the parking issue around the main facility must be addressed as well.

As previously mentioned, the area of equipment is another threat the department faces resulting from a lack of funding. The lack of funding for capital improvements, technology, and equipment adversely affects the department and community. Without the basic equipment functioning properly, the agency finds it harder to perform their services to the level expected by the City Council and to the level the citizens want and deserve. In the past, Police Departments have authorized an increase of \$10 to \$20

dollars to each traffic citation that can only be used for technology. For Example, those funds could be used for in-car computers, e-ticketing, thermo-printers, radars, in-car cameras, etc.

Conclusion

The Fairburn Police Department must analyze existing internal strengths and weaknesses combined with the external opportunities and threats outlined in the SWOT Analysis, to achieve their mission or "formulate strategies for the superior attainment of the vision." By analyzing, in-depth each of these four areas, the department should develop a one year and a three-year strategic plan. Over the next 90 days, I will work with my command staff members on creating a one-year and three-year strategic plan to address each category of concern.

Disclaimer: A SWOT Analysis is detailed and takes time to research, during the research phase of this analysis, I had several conversations with Mayor Carr-Hurst who immediately addressed a few of these concerns. I left the concerns in the SWOT Analysis for tracking purposes only.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FIRE DEPARTMENT CHAPLAIN

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

Submitted: 9/28/2018

Work Session: 10/8/2018

Council Meeting: 10/8/2018

DEPARTMENT: Fire Department

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: Deputy Chief Robinson's selection to appoint Bishop Aaron B. Lackey as the second Chaplain of the Fairburn Fire Department.


Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Parks & Recreation facility reservation policies and fee structure

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

Submitted: September 28, 2018 Work Session: October 8, 2018 Council Meeting: October 8, 2018

DEPARTMENT: Parks and Recreation

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review the revised City of Fairburn Facility Reservation Policies and Duncan Park Pavilion Fee Structure.

HISTORY: City of Fairburn signed a service agreement with Active Network to provide support services for facility reservation, activity registration, point of sale, and membership purchasing through their Activenet software May 2016. This system allows for online reservations and schedule management.

FACTS AND ISSUES: The Parks and Recreation Department will manage the reservations of Duncan Park, Fairburn Youth Center, Frankie Arnold Stage, and the Fairburn Annex.

RECOMMENDED ACTION: For City Council to approve the revised City of Fairburn facility reservation policies and facility reservation fee structure.


Elizabeth Carr-Hurst, Mayor



City of Fairburn Facility Reservation Policies and Procedures

The City of Fairburn facilities are available for rent to residents, non-residents, corporations, organizations, schools, and clubs, provided that such rentals do not interfere with regular scheduling or city sponsored special events. All rental requests are subject to approval by the Director of Parks and Recreation. The renter must be 21 years of age or older at the time of the reservation request.

Reservations shall not be accepted less than 3 days (72 hours) of your event date, unless approved by the Director of Parks and Recreation or City Administrator.

City of Fairburn reserves the right to cancel, deny, or modify facility usage to any group or person which presents a potential safety liability or which appears inappropriate or inconsistent with the City of Fairburn's mission or objectives.

A security deposit is required at the time of your reservation. Security deposit requirements per facility are listed below for your review;

- Duncan Park Facilities: \$100.00
- Fairburn Youth Center- Basketball Court: \$100.00
- Fairburn Youth Center -Multipurpose Room: \$100.00
- Fairburn Youth Center (entire building): \$200.00
- Stage & Courtyard - \$200.00
- Fairburn Annex - \$200.00

Reservation fees are due 30 days prior to the reservation date. Reservation cancellations must be done within 14 days of the rental date. If the reservation is cancelled within 14 days, the rental fee will be refunded, and the security deposit will be forfeited. No fees or deposits are refunded for reservations cancelled after 14 days.

Security deposit refunds will be approved or denied within 3 days (72 hours) after the completion of your event. Fees paid via cash, check, or money order will be refunded by check within 14 days of the refund approval. Fees paid via credit card will be processed back to the credit card within 3 business days. Any damage to the facility or damage to or loss of City property will be deducted from the security deposit. The renter will be invoiced for all damages that are in excess of the security deposit.

Pavilions are available to rent in the morning from 9am-2pm, evening from 3pm-8pm, and all-day rentals. All-day pavilion rentals are only permitted for Pavilion 1 & Pavilion 3. During the months of May, June, and July renters have the option of reserving a late evening block from 4pm – 9pm.

Rental time includes set-up and clean -up (this includes time needed for setup, removal of all personal items, breakdown of all equipment, etc.).

Refunds are not granted for environmental conditions including bad weather and insects.

Certain event types may require off duty Fairburn Police Officers. The City of Fairburn will assess each event to determine if officers are needed. It is mandatory for events with over 250 people or events accepting money to have City of Fairburn Police on-site.



All additional activities or services must be arranged 14 days prior to your event pending approval through our Parks and Recreation Director. This includes but not limited to Moonwalks, Slides, Basketball Goals, Dunking Tanks, Game Truck, etc.

A person may not consume, sell, distribute, or use alcoholic beverages while using a City of Fairburn facility.

Renters are responsible for garbage disposal and for cleaning the facility after the event. This includes removing any items brought into the facility, including items placed in the refrigerator, stove, and/or microwave. Glass bottles and any form of glassware are prohibited in City parks.

Decorations that require glue, tacks, or other materials that will in any way damage posts, ceilings, fixtures, or tables are not permitted. All decorations must be removed by the end of the scheduled event.

The pouring of food, oil, charcoal, or other materials of any kind onto grass or dirt is strictly prohibited.

A person may not indulge in riotous, threatening, or indecent conduct, or abusive, threatening or obscene language. Excessively loud music is not allowed.

Subleasing, assignment, or transfer of the use of any City of Fairburn facility is not permitted.

City of Fairburn does not provide storage for equipment or goods and assumes no liability for lost, stolen, or damages items. Set-up time of such equipment may begin at approved times for rentals.

No weapons of any kind are prohibited in any City of Fairburn facility.

Handbills or circulars, or posting, placing or erecting any bills, notices, paper, or advertising device or matter of any kind is prohibited. Audible advertising devices and amplifiers are prohibited without a city issued permit.

Tents, pole displays, banners, or advertising devices of any kind are prohibited without the City's written approval.

No animal may be brought on City park property unless it is on a leash and entirely within the control of the person bringing it on park property. Persons bringing animals on City park property are responsible for immediate clean-up or removal of animal's defecations. No one may kill, injure, tease, molest or disturb any bird or animal, or take, destroy or disturb the eggs of any bird or animal. Fishing is permitted at Duncan Park. A current State of Georgia fishing license is required

A person may not cut, break, injure, deface or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign or other structure, apparatus or property. A person may not pluck, pull up, cut, take or remove any shrub, bush, plant, flower or sign. A person may not mark or write upon any building, fence, bench, sign or other structure, climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences or any property not designated for such purpose. Cutting or removing any wood, turf, grass, soil, rock, and or gravel is prohibited.

City of Fairburn facilities are to be used for recreational uses and event uses only. A person may not sell or offer for sale any food, drink or merchandise without having first obtained a permit for the City for a specific area or the special event.



A person may not practice, carry on, conduct or solicit for trade, occupation, business or profession without first obtaining such permit.

City of Fairburn Recreation Facilities and Fee Structure

City of Fairburn Facilities and Rental Rates			
		Rental Rates	
	Hours of Availability	Residents	Non-Residents
Duncan Park		5 Hour Rental Rate	5 Hour Rental Rate
Pavilion 1	9am-2pm / 3pm-8pm	\$175.00	\$250.00
Pavilion 2	9am-2pm / 3pm-8pm	\$125.00	\$185.00
Pavilion 3	9am-2pm / 3pm-8pm	\$125.00	\$185.00
Outdoor Basketball Court	9am-8pm	\$250.00	\$325.00
Baseball Field	9am-8pm	\$250.00	\$325.00
Football Field	9am-8pm	\$250.00	\$325.00
Duncan Park Pool (seasonal)		2 Hour Rental Rate	2 Hour Rental Rate
Entire Pool & Splash Pad	10am-12pm/6pm-8pm	\$200.00	\$300.00
Shaded Structures		Per Session Rental Rate	Per Session Rental Rate
Large (capacity 30ppl)	See session schedule	\$50.00	\$75.00
Medium (capacity 15ppl)	See session schedule	\$40.00	\$60.00
Small (capacity 10ppl)	See session schedule	\$30.00	\$45.00
Fairburn Youth Center		Hourly Rental Rate	Hourly Rental Rate
Multi-purpose room	8am-11pm	\$40.00	\$60.00
Gymnasium	8am-11pm	\$50.00	\$75.00
Entire Building (EXCLUDES GAMEROOM)	8am-11pm (Saturdays ONLY) 2-HOUR Minimum	\$100.00	\$150.00
Fairburn Annex		Hourly Rental Rate	Hourly Rental Rate
	Saturday & Sunday Only		
	8am – 11pm	\$60.00	\$90.00
Frankie Arnold Stage & Courtyard		Hourly Rental Rate	Hourly Rental Rate
	8am – 11pm	\$60.00	\$90.00
Staffing Fee		Hourly Rental Rate	Hourly Rental Rate
General Staff	-	\$25.00	\$25.00
Lifeguard	10am-12pm/6pm-8pm	\$15.00	\$15.00

**Reservations at the Fairburn Youth Center, Duncan Park Pool, Stage & Courtyard, and Fairburn Annex held outside of normal operation hours are required to pay a staffing fee in addition to the rental fees.*

Security Deposits

A security deposit is required at the time of your reservation. Security deposit amounts per facility are as follows:

- Duncan Park Facilities: \$100.00
- Fairburn Youth Center- Basketball Court: \$100.00
- Fairburn Youth Center -Multipurpose Room: \$100.00
- Fairburn Youth Center (entire building): \$200.00
- Stage & Courtyard - \$200.00
- Fairburn Annex - \$200.00



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: ECG VOTING DELEGATE DESIGNATION

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

Submitted: 9/26/18

Work Session: 10/8/18

Council Meeting: 10/8/18

DEPARTMENT: Electric

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Resolution naming Utility Director Tom Ridgway as voting delegate for Electric Cities of Georgia elections, and Mayor Pro Tem James Whitmore as alternate voting delegate. The Electric Cities of Georgia (ECG) meeting is scheduled for December 2018.

HISTORY:

FACTS AND ISSUES: ECG shows the current alternate voting delegate as David Smith, who is no longer employed by the City.

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For City Council to approve a Resolution naming Utility Director Tom Ridgway as voting delegate for Electric Cities of Georgia elections, and Mayor Pro Tem James Whitmore as alternate voting delegate.


Elizabeth Carr-Hurst, Mayor

A RESOLUTION

BE IT RESOLVED by the City/Commission of the City of Fairburn (the "Participant") that Tom Ridgway is hereby appointed as a voting delegate of the Participant ("Voting Delegate") with full power and authority to communicate the decisions of the Participant to Electric Cities of Georgia, Inc. ("ECG"), with regard to the Board of Directors of ECG Election process including, but not limited to, submitting nomination forms and ballots for the election. James Whitmore (the "Alternate") is hereby appointed as the alternate Voting Delegate with full power and authority of the Voting Delegate to the extent that it is convenient for the Participant to make such communications to ECG through the Alternate.

This _____ day of _____, 2018.

Fairburn
City/Commission

Mayor or Chairman

ATTEST:

Clerk or Secretary

[SEAL]



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH HARVEST RAIN CHURCH

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

Submitted: 10/03/2018 Work Session: 10/08/2018 Council Meeting: 10/08/2018

DEPARTMENT: Engineering/Public Works

BUDGET IMPACT: The cost associated with this Memorandum of Understanding is \$21,842.61 and will be funded TSPLOST Funds.

PUBLIC HEARING? () Yes (☒) No

PURPOSE: For Mayor and Council to approve a Memorandum of Understanding (MOU) between the City of Fairburn and Harvest Rain Church for the installation of curb & gutter and sidewalk within the City's right-of-way.

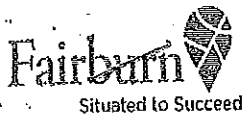
HISTORY: In the Spring of 2017, the Engineering Department was notified of the issue Harvest Rain Church was experiencing of large trucks turning around in their parking lot placing their students, staff and parents at risk. The installation of curb and gutter and sidewalk was requested to create a physical barrier between the roadway and the parking lot. Harvest Rain was informed that this work could be eventually paid for using TSPLOST funds, but a date of implementation could not be provided. Because of the immediate safety concerns, Harvest Rain decided to move forward with the project.

On June 14th, 2017, a right-of-way encroachment permit was approved for the installation of curb & gutter and sidewalk on East Broad Street and Senoia Road.

FACTS AND ISSUES: In order to reimburse Harvest Rain Church for the work completed within the City's right-of-way, a Memorandum of Understanding (MOU) between the City of Fairburn and Harvest Rain Church must be approved.

RECOMMENDED ACTION: For City Council to authorize the Mayor to sign the MOU with Harvest Rain Church for the installation of curb & gutter and sidewalk within the City's right-of-way.


Elizabeth Carr-Hurst, Mayor



RW-17-0013

RECEIVED

MAY 11 2017

CITY OF FAIRBURN

ATTN: Engineering Department
56 Malone Street
Fairburn, GA. 30213

APPLICATION AND PERMIT FOR RIGHT-OF-WAY ENCROACHMENT

APPLICATION IS HEREBY MADE TO THE CITY OF FAIRBURN BY:

HARVEST RAIN CHURCH

(APPLICANT - NAME & ADDRESS)

51 SENOIA RD FAIRBURN GA 30213

FOR PERMISSION TO CONSTRUCT AND MAINTAIN THE FOLLOWING DESCRIBED FACILITY WITHIN THE PUBLIC RIGHT-OF-WAY OF:

(STREET NAME) FROM A POINT _____ FEET _____ (N,S,E,W) OF ITS INTERSECTION WITH
(STREET NAME) TO A POINT _____ FEET _____ (N,S,E,W) OF ITS INTERSECTION WITH
(STREET NAME), A TOTAL DISTANCE OF _____ FEET.

DESCRIPTION OF WORK: SEE ATTACHED PLAN

THE APPLICANT HEREBY ACKNOWLEDGES AND AGREES TO COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PROVISIONS FOR TEMPORARY TRAFFIC CONTROL. IT IS ANTICIPATED THAT THE PLANS UNDER WHICH THIS APPLICATION IS BEING MADE SHALL COMPLY WITH ONE OF THE FOLLOWING:


- ☐ MUTCD TYPICAL APPLICATION PLAN (TYP. APP. # _____) ☐ ATTACHED DETAILED TRAFFIC CONTROL PLAN ☐ MODIFIED MUTCD PLAN (ATTACHED)

THE FACILITIES COVERED HEREBY SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS ATTACHED HERETO AND MADE A PART HEREOF. APPLICANT AGREES TO COMPLY WITH AND BE BOUND BY THE CITY OF FAIRBURN'S RIGHT-OF-WAY ACCESS CONTROL STANDARDS AND DRAINAGE CONSTRUCTION SPECIFICATIONS, CURRENT EDITION, ON FILE IN THE OFFICE OF THE CITY ENGINEER, MADE A PART HEREOF BY REFERENCE, AND ALL GENERAL AND SPECIAL PROVISIONS SHOWN ON THE REVERSE HEREOF, OR ATTACHED HERETO, DURING THE INSTALLATION, OPERATION AND MAINTENANCE OF SAID FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY.

PERMIT REQUESTED THIS 11 DAY OF MAY 2017

WITNESS TO SIGNATURE:

BY:


(SIGNATURE)
Douglas E. Thompson
(TYPED NAME)
CEO
(TITLE)
404 723-7768
(TELEPHONE NUMBER)

PERMISSION IS GRANTED FOR THE ABOVE DESCRIBED ENCROACHMENT IN ACCORDANCE WITH THE PLANS AND PROVISIONS HEREOF. THIS PERMIT IS TO BE STRICTLY CONSTRUED AND NO WORK OTHER THAN THAT SPECIFICALLY DESCRIBED ABOVE IS HEREBY AUTHORIZED.

PERMIT GRANTED THIS 14 DAY OF 6 2017

CITY OF FAIRBURN

BY:


(CITY ENGINEER)

DISTRIBUTION AFTER APPROVAL:

- ☒ APPLICANT
☒ STREET DEPT. OFFICE
☒ ENGINEERING OFFICE
☒ CODE ENFORCEMENT
☐

(TO BE COMPLETED BY PUBLIC WORKS OFFICE STAFF)

PERMIT NUMBER: RW-17-0013 APPLICANT NAME: Harvest Rain Church
STREET NAME: 51 Senoia Rd.
LENGTH: LOCATION: Senoia Rd / East Broad St.

Special Provisions

Two driveway cuts along Senola Road and one along South East Broad Street are allowed. Locate the driveways to maximize sight distance from each direction.

The maximum width of each driveway is 40'

The radius of return for the driveways should be 50' minimum.

Stake Curb and Gutter and Driveway prior to construction

Curb and Gutter and Sidewalk required along frontage ✓

Maintain positive drainage

City staff must inspect the staking and driveway subgrade prior to construction.

PROJECT COST PAID OUT:

START DATE: 10/17/2017

DATE COMPLETED: 11/07/2017

01. TAKE UP ASPHALT	2,100.00
02. HAULING CRUSH & RUN	450.00
03. 1 ST CEMENT RUN	1,235.37
04. 2 ND CEMENT RUN	629.26
05. 6 TON CRUSH & RUN	103.44
06. 12 TON CRUSH & RUN	206.88
07. HOME DEPOT	20.33
08. LOWES	213.55
09. HOME DEPOT	693.24
10. SAW RENTAL	89.09
11. HOME DEPOT	478.11

SUBTOTAL: \$6,219.27

12. 3 RD CEMENT RUN	1,026.33
13. 1 ST PROGRESS PAYMENT	3,000.00
14. 4 TH CEMENT RUN	1,312.95
15. HAULING CRUSH & RUN	300.00
16. 4 TON CRUSH & RUN	68.96
17. 4 TON CRUSH & RUN	68.96
18. HOME DEPOT	128.24
19. 5 TH CEMENT RUN	1,026.33
20. 2 ND PROGRESS PAYMENT	1,500.00

SUBTOTAL: \$8,431.77

21. FAIRBURN CONCRETE SHOP	74.96
22. 6 TH CEMENT RUN	1,312.95
23. 7 TH CEMENT RUN	883.03

24. HOME DEPOT	265.18
25. CONCRETE SHOP	28.86
26. CONCRETE SHOP	281.15
27. 8 TH CEMENT RUN	1,312.95
28. 9 TH CEMENT RUN	632.49
29. 3 RD PROGRESS PAYMENT	2,400.00

SUBTOTAL:	\$7,191.57
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TOTAL PROJECT COST: \$21,842.61

2

9/16/17

LB Concrete & Construction
LLC
4464 Bellwood Cir. Atlanta
30349

Harvest Rain Academy

Quintin Brewer Due on receipt

Note: All prices includes the following Staking of parking lot excavation form pour place and finish and cost of all equipment Material and labor.

Curb & Gutter	816 L.F.	\$ 12.00 Per L.F.	\$ 9,792.00
Extruded Curb	408 L.F.	\$ 4.00 Per L.F.	\$ 1,632.00
Side Walk	624 S.F.	\$ 4.00 Per L.F.	\$ 2,496.00
Drive Ways If needed			\$ 6,000.00
Additional Side Walk	816 S.F.	\$4.00 Per L.F.	\$3,264.00

Total Discount

Subtotal

Sales Tax

Total \$ 23,184.00

YOUR LOGO
HERE

[Your company slogan]

Thank you for your business!

10/29/17

LB Concrete & Construction
LLC
4464 Bellwood Cir. Atlanta
30349

Harvest Rain Academy

Quintin Brewer Due on receipt

Note: Change order (1) additional concrete added to meet spec requirements.

232sf	Pavement	Additional driveway	\$5. Per sq ft	\$1,160.00
56ft	Curb & gutter	Additional curb & gutter	\$12 per ft	\$672.00

Total Discount

Subtotal

Sales Tax

Total \$1,832.00

YOUR LOGO
HERE

[Your company slogan]

Thank you for your business!



City of Fairburn

Memorandum of Understanding Between City of Fairburn and Harvest Rain Church

Purpose: To delineate the responsibilities between the City of Fairburn and Harvest Rain Church in a joint effort (Public Private Partnership), (to install curb & gutter and sidewalk within the City's right-of-way, hereinafter called the "Project").

Responsibilities:

A. Harvest Rain Church

- 1. Provide all required upfront funding for the Project.**
- 2. Prepare and submit a right-of-way encroachment permit to the Fairburn City Engineer for review, approval, and permitting.**
- 3. Provide project management and oversight to include contract award for the Project.**
- 4. Coordinate the construction schedule for the project to minimize transportation delays/impacts.**
- 5. Conduct final inspection and compile deficiencies (punch list).**
- 6. Provide the City of Fairburn with proof of final payment to the Contractor for work performed on the Project.**

B. City of Fairburn

- 1. Attend final completion inspection. Notify the Contractor of any deficiencies observed by way of Harvest Rain Church.**
- 2. Reimburse Harvest Rain Church \$21,842.61, the cost to construct the curb & gutter and sidewalk within the City's right-of-way upon completion and acceptance of the Project.**

City of Fairburn, Mayor

Harvest Rain Church



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING WITH LANDMARK CHRISTIAN SCHOOL

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

Submitted: 10/03/2018 Work Session: 10/08/2018 Council Meeting: 10/08/2018

DEPARTMENT: Engineering/Public Works

BUDGET IMPACT: The cost associated with this Memorandum of Understanding is \$32,354.10 and will be funded with TSPLOST Funds.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Memorandum of Understanding (MOU) between the City of Fairburn and Landmark Christian School to remove and replace existing sidewalk found in disrepair within the City's right-of-way.

HISTORY: Landmark Christian School would like to replace some existing sidewalk found in disrepair within the City's right-of-way on Malone and SE Broad Streets. They would like to conduct this work as a public-private partnership between the City of Fairburn and Landmark Christian School. In this partnership, Landmark would be responsible for the procurement, construction and upfront costs and the City of Fairburn would reimburse our private-sector partner \$32,354.10 upon completion of the work.

FACTS AND ISSUES: In order to formalize the partnership, delineate responsibilities and allow Landmark to move forward with the work, a Memorandum of Understanding (MOU) has been developed for review and approval.

RECOMMENDED ACTION: For City Council to authorize the Mayor to sign the MOU with Landmark Christian School.


Elizabeth Carr-Hurst, Mayor

BOSS**STONE
CONCRETE
HARDSCAPES**

ESTIMATE

1425 Senoia Road • Suite A • Tyrone, GA • 30290 • 770-599-3800 Office/Fax • www.bossconstruction.com

CUSTOMER Mike Cornelieson
Landmark Christian
JOB ADDRESS street sidewalks

Fairburn
GA
678-392-9358
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Landmark-Christian-street-sidewalks **PO**
8/29/2018 **DATE**
30 Days from estimate date **EXPIRATION**

ITEM	QTY	DESCRIPTION	TYPE	UNIT	TOTAL
Concrete		Remove City Sidewalk and Replace with new concrete Malone Street 7' x 741' (approx 5307 sq. ft.) SE Broad Street 5' x 694' (approx 3470 sq. ft.) SE Broad entrance to gym 25x15 (approx 375 sq. ft.)			
Concrete		Sawcut/Break/Remove concrete and haul away with Skldsteer Includes haul away with Dump truck/Dumpster Form/Pour Residential Concrete (1501+ sq. ft.) 3000PSI Concrete at 4" depth Install Proper slope and control joints at approx 12' apart Install picture frame broom finish texture Includes wire mesh reinforcement in concrete			
	9152	LABOR & MATERIALS		\$6.10	\$ 55,827.20
Concrete	9152	OPTIONAL - ADD tan color to sidewalk ADD Tier I Color to Concrete (per sq. ft.)	*optional*	\$0.50	\$ 4,576.00
	1435	OPTIONAL - ADD stamped border to concrete (per ln. ft.)	*optional*	\$3.00	\$ 4,305.00
Terms		UTILITIES (Commercial)- Any underground lines, cables, or objects of value including, but not limited to, septic and septic field lines, invisible fence lines, must be shown to contractor before work begins. Please have any utility lines marked in work area by calling 811 at least 5 days prior to Commencement of work.			
Terms		PAYMENT TERMS (Residential) - Standard deposit of 30%. Remaining and/or total balance due upon completion. Acceptable payment methods include check, cash, VISA / MASTERCARD / DISCOVER / AMERICAN EXPRESS (ADD 2.9% FOR CARD SWIPE, 3.5% FOR MANUAL ENTRY)			
				TOTAL	see above

****SUBJECT TO TERMS AND CONDITIONS THAT ARE ATTACHED TO THIS ESTIMATE****

TERMS AND CONDITIONS

BOSS Construction LLC, known henceforth as 'the Contractor', agrees to provide the specified materials and perform the labor for the Work specified herein to the customer, known henceforth as 'the Owner'. All installations shall be completed in a workmanlike manner according to standard practices in the county where the work is performed. Contractor will rely solely on information, statements, and input provided by Owner for Work Locations and Boundaries. Contractor will rely heavily on Owner's input and design for installation of Work, and Owner agrees to be bound by the limits of Owner's design. This proposal may be withdrawn by the Contractor if not accepted within the specified date of expiration.

PERMITS, INSPECTIONS, AND APPROVALS

City and County Permits and/or Inspections are typically required for concrete building slabs, foundations, footings, and/or retaining walls over 48" in height. The Contractor will inform the Owner if they are aware that a permit and/or permission could be required for the Work prior to commencement. The Owner shall be responsible for acquiring all permits from a corresponding municipality should such be required. Permits, permission, or approval may also be necessary from a Neighborhood or Association prior to commencement of Work, and the Owner shall be responsible obtaining approval or permission from such entities should such be required.

WEATHER DELAYS

A weather delay may be encountered if there are adverse atmospheric site conditions during or immediately prior to commencement of Work. An adverse atmospheric site condition includes, but is not limited to: Wet or muddy Jobsite, active precipitation or reasonable forecast of precipitation (i.e. forecast of 40% chance of rain or more), extreme temperatures that would adversely affect the proper curing of concrete or mortar (i.e. temperatures that exceed 95F or below 28F within 24 hours of placement), etc... Contractor will be allowed delays for weather conditions, and for other Force Majeure occurrences, until atmospheric and Worksite conditions improve sufficiently as to pose little or no risk to the Work being performed by the Contractor.

CONCEALED SUBSURFACE CONDITIONS

Occasionally the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated during initial visual inspection by the Contractor, or as specified in the Contract Documents, or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities. Examples would include, but are not limited to: Unusually thick concrete (greater than 4" in thickness) during excavation and removal, Presence of wire mesh and/or steel rebar in concrete during excavation and removal, Unusually soft, uncompacted, or moisture-saturated subgrade (unusually muddy conditions under the concrete), etc... If the Contractor determines that conditions differ materially and cause an increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor could recommend an equitable adjustment in the Contract Sum or Contract Time, or both.

UNDERGROUND PIPES/CABLES/WIRES

The Contractor will contact the GPC by calling 811 to have utility lines located. If any utilities are found to be within the Work area, the Owner will notify the Contractor prior to commencement of Work. The Owner is responsible for locating all any and all concealed objects of consequence (i.e. systems of lighting, irrigation, septic, etc...) that may exist within or adjacent to the area where the Work is being performed. The Contractor is not responsible for damage to unknown, unmarked, or undiscovered pipes, cables, wires, or any other similar object within the Work area, including, but not limited to: water pipes, wires, power lines, gas lines, sprinkler heads, fixtures, junction boxes, valve boxes, invisible fences, drain lines, septic tanks, etc... and any repairs that are undertaken by the Contractor could be considered a billable event to the Owner.

CHANGES TO SCOPE OF WORK

The Contractor may request or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or the Contract Time. The Owner and the Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

MATERIAL WARRANTY

All reasonable attempts will be made to install materials to industry standards, and to fulfill the requests made by the Owner. The Owner shall agree that due to the nature of the materials used and methods required during installation, manufacturing variances, changes in temperature, season, location, humidity, and other jobsite and environmental factors, No warranties are to be expressed or implied regarding color or texture of finished product. The Owner further acknowledges that all concrete will crack after installation, as is normal during the curing process, and Contractor agrees to install appropriate control joints at regular intervals (typically 12' or less, not to exceed 15' unless otherwise specified) conforming to industry standards, in an attempt to control where the cracks occur. Any crack that is 1/4 of an inch or less in height or gap is not a Warranty issue.

ADDITIONAL SPECIAL STIPULATIONS/CONDITIONS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted by the Parties.
The Contractor is authorized to do the work as specified. Payment will be made as outlined in the proposal.

OWNER

CONTRACTOR



City of Fairburn

Memorandum of Understanding Between City of Fairburn and Landmark Christian School

Purpose: To delineate the responsibilities between the City of Fairburn and Landmark Christian School in a joint effort (Public Private Partnership), (to remove and replace existing sidewalk found in disrepair within the City's right-of-way on Malone and SE Broad Streets, hereinafter called the "Project").

Responsibilities:

A. Landmark Christian School

- 1. Provide all required upfront funding for the Project.**
- 2. Prepare and submit a right-of-way encroachment permit to the Fairburn City Engineer for review, approval, and permitting.**
- 3. Provide project management and oversight to include contract award for the Project.**
- 4. Coordinate the construction schedule for the project to minimize transportation delays/impacts.**
- 5. Conduct final inspection and compile deficiencies (punch list).**
- 6. Provide the City of Fairburn with proof of final payment to the Contractor for work performed on the Project.**

B. City of Fairburn

- 1. Attend final completion inspection. Notify the Contractor of any deficiencies observed by way of Landmark Christian School.**
- 2. Reimburse Landmark Christian School \$32,354.10, a portion of the of the estimated overall construction cost upon completion and acceptance of the Project.**

City of Fairburn, Mayor

Landmark Christian School