



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

REGULAR AGENDA

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

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

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

Donna M. Gayden
Keshia McCullough
Randy Turner

City Administrator
City Clerk
City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Keshia McCullough, City Clerk

III. Invocation:

Pastor Danita Jones
In His Great Name Ministries

IV. Pledge of Allegiance:

In Unison

V. Presentations:

1. **Parks and Recreation**

Chapin Payne

2018 Georgia Parks and Recreation Track & Field State Champions

2. **Police Department**

Deputy Chief Anthony Bazydlo

Honoring the Life Saving Efforts of Solstice Staff and Residents

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.

VII. Adoption of the Council Agenda:

Council Members

VIII. Approval of Consent Agenda Items: Council Members

IX. Approval of July 23, 2018 Minutes: Council Members

X. Public Hearing:

3. **Office of the City Administrator** Donna Gayden

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

XI. Agenda Items:

4. **Office of the Mayor** Mayor Elizabeth Carr-Hurst
Swearing-In of Mr. Stoney Mathis to Police Chief and Ms. Keshia McCullough to City Clerk.

5. **Office of the City Administrator** Donna Gayden
Discussion of the 2018 Millage Rate for the City of Fairburn.

6. **Office of the City Administrator** Donna Gayden
Approval of the City of Fairburn personnel salary adjustments.

7. **Office of the City Clerk** Keshia McCullough
Approval of the contract for the CivicClerk Agenda Management Software for the City Clerk's Office in the Amount of \$5,425.

8. **Utilities** Tom Ridgway
Approval of Mayor and Council to authorize MEAG Power to make available to other participants any of Fairburn's excess capacity for reserves should they need it at \$2.43/kW for calendar year 2019.

9. **Utilities** Tom Ridgway
Approval of a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling for the 2018-2019 monitoring period.

10. **Utilities** Tom Ridgway
Approval to enter into a vendor agreement with Georgia Department of Family and Children Services (DFACS) to be able to accept low income Home Energy Assistance Program payments during the federal fiscal year of 2019.

11. **Engineering** Lester Thompson
Approval of Task Order #5 with Moreland Altobelli for Construction Management Services on the 2018 LMIG/TSPLOST project.

12. **Engineering** Lester Thompson
Approval of the LMIG/TSPLOST Road Improvement Contract award with Baldwin Paving Company, Inc. for an amount of \$2,289,810.12.
13. **Engineering** Lester Thompson
Approval of condemnation at Parcel 2 (Hudson Plaza, LLC/CVS) on the Downtown LCI Streetscape Project.
14. **Engineering** Lester Thompson
Approval of the Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide supplemental funding for the Oakley Industrial Boulevard and Bohannon Road Full-Depth Reclamation Project.
15. **Fire Department** Interim Chief Cornelius Robinson
Approval of the designation of the Fairburn Fire Departments as "Baby Safe Haven" locations.
16. Council Comments: Council Members
17. Executive Session*- (1) Personnel City Attorney
18. Adjournment Council Members

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



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: TRACK STATE CHAMPIONS – 2018 GEORGIA PARKS & RECREATION

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

Submitted: 09/10/2018 Work Session: 09/10/2018 Council Meeting: 09/10/2018

DEPARTMENT: Parks & Recreation

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes () No

PURPOSE: For Mayor and Council to recognize the 2018 Georgia Recreation & Park Association - Track & Field State Champions from the Fairburn Youth Track & Field team.

HISTORY: The 2018 G.R.P.A State Championships was held May 5th - May 6th in Commerce, GA.


FACTS AND ISSUES:

State Champions

Kaylin Jackson – 200 Meter and 400 Meter
Jaylen Hardy – 400 Meter and 4 X 400 Meter Relay
Dylan Mason - 4 X 400 Meter Relay
William Wilcox - 4 X 400 Meter Relay
Larry Maxwell - 4 X 400 Meter Relay
Jude Adderlay – Standing Long Jump
Karrington Jackson – Region Qualifier

Kaylin Jackson, Jaylen Hardy, William Wilcox, and Karrington Jackson advanced to the USA Track & Field Region Championships and competed against athletes from South Carolina and Florida

RECOMMENDED ACTION: For Mayor and Council to recognize the 2018 Georgia Recreation & Park Association - Track & Field State Champions from the Fairburn Youth Track & Field team.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Honoring the Life-Saving Efforts of Solstice Staff, Residents

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: 8/31/2018

Work Session: 9/10/2018

Council Meeting: 9/10/2018

DEPARTMENT: Police

BUDGET IMPACT: N/A

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: The police department, jointly with the fire department, would like to honor several employees and residents of the Solstice apartment complex for their efforts in saving a child from drowning.

HISTORY: The Fairburn Police Department, along with the Fairburn Fire Department, would like to recognize the actions of four individuals for their life-saving efforts at the Solstice apartment complex pool on August 10th, 2018.

On that day, a two-year-old child wandered out of her apartment and made her way to the pool. The child gained access to the pool and jumped in. Within moments the child was in distress and in danger of drowning.

Ms. Shantae Harris, an employee of Solstice apartments, jumped into the pool and pulled the child from under water. She assisted first responders upon their arrival.

Ms. Patricia Taylor, also an employee of Solstice apartments, called 9-1-1 and provided aid to the child. She assisted first responders upon their arrival.

Ms. Stephanie Brown and her brother Mr. Mark Nieman, residents at Solstice, also provided aid to the child and assisted first responders upon their arrival.

For their efforts in saving a child's life, the Fairburn Police Department and the Fairburn Fire Department wish to formally recognize these outstanding individuals for their courage, fast-thinking, and willingness to help someone in danger. These individuals represent the best of us.

RECOMMENDED ACTION: Recognition of individuals, presentation of certificates.

A handwritten signature in black ink, appearing to read "Donna M. Gayden".

Donna M. Gayden, City Administrator

A handwritten signature in black ink, appearing to read "Elizabeth Carr-Hurst".

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
July 23, 2018

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 J. Smallwood

Ms. Donna M. Gayden
Mr. Randy Turner

City Administrator
City Attorney

- I. Meeting Called to Order:
The meeting was called to order at 7:00 p.m. The Honorable Mayor Carr-Hurst
- II. Roll Call: Interim City Clerk
All members of council were present. The city had a quorum.
- III. Invocation: Ms. Jessica Davis
City of Fairburn
Executive Assistant to the Mayor
- IV. Pledge of Allegiance: In Unison
- V. Presentations: None
- Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

1. Ms. Mika Smith of 25 W. Campbellton Street, stated she was happy to be relocating her business, Hairlooms Salon to Fairburn. Ms. Smith stated she resides in Fairburn and is happy to be a business owner in Fairburn.

Mayor Carr-Hurst presented the South Fulton Arrow Youth Council under the tutelage of Dr. Maya Taylor. The youth council spent the week of July 16-20, 2018 onsite at City Hall and throughout the various departments. The students spent time talking to

Mayor Elizabeth Carr-Hurst, learning the duties and responsibilities of the Mayor. Several students spoke about their experience, including:

1. Ms. Daisha Jackson is a South Fulton Arrow Youth Council Ambassador. She attends Columbus State University and spent time in the Planning and Zoning Department. Ms. Jackson stated she was appreciative of the opportunity to get hands-on experience with local government.

2. Ms. Alana Trotter is an Executive Cabinet Member of the South Fulton Arrow Youth Council and she was afforded the opportunity to shadow Mayor Carr-Hurst. She learned the various responsibilities and the role of the mayor. She thanked the City of Fairburn for allowing her to have a hands-on experience.

3. Mr. Shane Jones is an Executive Cabinet Member of the South Fulton Arrow Youth Council and is an upcoming eighth grader. He was gracious and humbled to be afforded this opportunity. He stated one of the important things he learned from his experience was, "you can be or do anything, it doesn't matter where you came from."

4. Ms. Kamii Francis is an Executive Cabinet Member of the South Fulton Arrow Youth Council and is an upcoming eighth grader. She appreciated being able to watch her local government at work and learn the various roles of the city's departments. She thanked the city for this great opportunity and eloquently stated the South Fulton Arrow Youth Council is committed to bringing pride back to the South Metro Area.

Councilwoman Linda Davis stated this was a great day in Fairburn to see the room full of so many young people. She stated their presence is demonstrative that they want a voice in their local government and tonight she was happy she was able to witness their presence. She thanked Dr. Maya Taylor and Mr. John Reed for their work with the Youth Council.

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|-------|---|---|
| VI. | Adoption of the Council Agenda: | Councilmembers |
| VII. | Adoption of Consent Agenda Items:
Motion to approve Consent Agenda Items were #2, #3, #4, #5, # 6, #7, and # 8 was made by Mayor Pro-Tem Whitmore and the motion was seconded by Councilwoman Davis. | Councilmembers
Vote: (6-0) Motion Carried. |
| VIII. | Adoption of City Council Minutes:
Motion to approve minutes from the July 16, 2018 meeting was made by Councilman Heath and the motion was seconded by Councilman Smallwood. | Councilmembers
Vote: (6-0) Motion Carried. |
| IX. | Public Hearing:
Planning and Zoning
Rezoning 18RZ-003-Miller Development Company. For Mayor and Council to deny a request to rezone 1.004 acres from PD (Planned Development) to remove the condition that prohibits Major Group 55 uses in the area designated as commercial in Ordinance | Ms. Tarika Peeks |

No. 98-07. Motion to open the public hearing was made by Councilman Pallend and the motion was seconded by Councilwoman Davis. Vote: (6-0) Motion Carried.

In Support of Rezoning

Mr. Scott Smith stated he is the developer who wants this property to rezone. He is interested in placing an O'Reilly Parts Store on the property. He stated the edifice of the building would be brick and would not be an eyesore to the Highway 74 corridor.

In Opposition of Rezoning

Mrs. Ellen Samuels of 3993 Meadow Glen Way stated she represents the Homeowners Association and she is in opposition of O'Reilly. She said this store is not a good fit with the subdivision and will bring increased traffic to the already congested area. She asked Mayor and Council to deny.

Ms. Rhonda Appleby of 8084 Highland Trace stated she opposes the O'Reilly's store coming to the proposed lot. She stated this will be the third O'Reilly within a 5-mile radius. There is a store in Tyrone and one in Union City. She further stated the citizens are looking for sit-down restaurants, and more retail components for that area. She asked Mayor and Council to deny.

Motion to deny the rezoning was made by Councilwoman Portis-Jones and the motion was seconded by Councilwoman Davis. Vote: (6-0) Motion Carried.

Agenda Items:

1. Office of the City Administrator Ms. Donna M. Gayden
The City of Fairburn is hiring a permanent Police Chief. The City advertised the position, conducted interviews and selected a permanent Police Chief. The chief of police position was advertised, candidates were selected, interviewed and the city selected Mr. Stony Mathis. Motion to approve was made by Councilman Heath and the motion was seconded by Mayor Pro-Tem Whitmore.
Vote: (6-0) Motion Carried.
2. Office of the Mayor. Mayor Elizabeth Carr-Hurst
Consideration and action on appointment to Fairburn Housing Authority.
Consent Agenda Item, the motion was made by Councilman Heath and the motion was seconded by Councilwoman Davis. Vote: (6-0) Motion Carried.
3. Utilities Mr. Tom Ridgway
For Mayor and Council to approve an agreement with Yancey Power Systems for \$16,825.92 over a three-year period for the maintenance of the City's electric generators servicing the sewer lift stations.
Consent Agenda Item, the motion was made by Councilman Smallwood and the Motion was seconded by Councilwoman Davis. Vote: (6-0) Motion Carried.

4. Engineering Mr. Lester Thompson
For Mayor and Council to approve Supplemental Agreement No. 2 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the I-85 @ SR 74 Interchange Project, for a project increase of \$187,500, which is reimbursable.
Consent Agenda Item, the motion to approve was made by Councilwoman Portis-Jones and the motion was seconded by Councilwoman Davis.
Vote: 6-0 Motion Carried.
5. Engineering Mr. Lester Thompson
For Mayor and Council to approve Task Order #4 with Moreland Altobelli for Construction Management Services on the Oakley Industrial Boulevard & Bohannon Road Full-Depth Reclamation Project (18-002). Consent Agenda Item, the motion was made by Councilman Heath and the motion was seconded by Councilwoman Davis.
Vote: 6-0 Motion Carried.
6. Community Development Mr. Lester Thompson
For Mayor and Council to approve the Lightning Community Development Study Contract Award with Robert and Company for an amount of \$59, 240. Consent Agenda Item, the motion was made by Councilman Smallwood and the motion was seconded by Councilman Heath.
Vote: 6-0 Motion Carried.
7. Engineering Mr. Lester Thompson
For Mayor and Council to approve the Memorandum of Agreement for the Development of the South Fulton Comprehensive Transportation Plan and the local match of \$9,091.17. Consent Agenda Item, the motion was made by Councilman Pallend and the motion was seconded by Councilman Smallwood.
Vote: 6-0 Motion Carried.
8. Police Department Interim Chief Anthony Bazydlo
For Mayor and Council to approve equipment needed to outfit two new police vehicles. These vehicles were purchased from seized funds. Consent Agenda Item, the motion to approve was made by Councilman Heath and the motion was seconded by Councilwoman Davis.
Vote: 6-0 Motion Carried.
- X. Council Comments:
Councilwoman Portis-Jones stated she wanted to thank the Parks and Recreation Department. Ms. Chapin Payne, Dr. Parks and the team for the upkeep of Duncan Park. She also thanked Interim Chief Bazdylo and Mr. Harvey Stokes and their teams. She hosted her family reunion at Duncan Park. She stated her family raved about the beauty of the park and the friendliness of the city. Her family spent the entire day at Duncan Park and thoroughly enjoyed themselves.

Councilman Pallend stated he was glad to be back at the meeting, he was out due to illness. He expressed his gratitude to Mayor Carr-Hurst and fellow council members

for the love shown to him during his illness. He stated he was very grateful for their concern.

Councilman Smallwood had no comment.

Councilwoman Davis stated she was excited about tonight's meeting. She was so overjoyed to see the young people (South Fulton Arrow Youth Council) attend the meeting. Also, she thanked Interim City Clerk, Shana T. Moss for her assistance in helping her get acclimated to her role as councilmember.

Councilman Heath stated he was happy to have the Police Chief hired. He welcomed incoming Police Chief Mathis and thanked Interim Chief Bazdylo for a job well done. He thanked City Administrator Gayden for making the job of the council easier. He gave accolades to the city employees for the great job they do and thanked the citizens of Fairburn for the opportunity to serve.

Mayor Pro-Tem Whitmore stated it was a joy to welcome a new business to the City of Fairburn. He attended the ribbon cutting and grand opening for Hairlooms Salon. He thanked the South Fulton Arrow Youth Council and stated they are the Youth of Today not tomorrow. He congratulated incoming Police Chief Mathis and stated he brings a wealth of knowledge to the job.

Mayor Carr-Hurst stated she wanted to thank the South Fulton Arrow Youth Council. She was honored to have them in the city and invited them to come back. She thanked Interim City Clerk, Shana T. Moss for her contribution to the city as Interim City Clerk. She welcomed incoming Police Chief Mathis and stated she is excited to work with him.

- XI. Adjournment. At 7:40 p.m. Mayor Pro-Tem Whitmore made the motion to adjourn and the motion was seconded by Councilwoman Davis.

Next Meeting: September 10, 2018 @ 6:00 P.M.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Proposed Budget for Fiscal Year 2018 - 2019

<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: 08/30/2018

Work Session: 09/10/2018

Council Meeting: 09/10/2018

DEPARTMENT: Finance Department

BUDGET IMPACT: To Discuss the Budget for the Upcoming Fiscal Year from October 1, 2018 to September 30, 2019.

PUBLIC HEARING? ☒ Yes ☐ No

PURPOSE: Discussion on the Proposed Budget for Fiscal Year 2018 - 2019

FACTS AND ISSUES: The City of Fairburn's Finance Department has officially completed the Proposed Budget for Fiscal Year 2018 – 2019. The fiscal year 2019 proposed budget totals \$39,760,878 which represents an overall \$2,290,124 a 6% increase in revenue and increase of expenditures of \$1,604,732, which is 4% over the fiscal year 2018 adopted budget. Budgeted funds include the General Fund, Confiscated Asset Fund, Grant Fund, Tree Fund, Hotel/Motel Fund, G.O. Bond Fund, TSPLOST, Water and Sewer Fund, Storm Water Fund, Water and Sewer Bond Fund, Electric Fund, Sanitation Fund and the Educational Complex Fund. See documents attached for a budget recap along with changes from the prior year.

RECOMMENDED ACTION: None



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor

City of Fairburn, Georgia
Proposed Budget
for Fiscal Year Ending
September 30, 2019





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CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET



**City of Fairburn
Revenue & Expenditure Budget
For Budget Year October 1, 2018 –September 30, 2019**

We are pleased to submit the City of Fairburn's Fiscal Year 2018-19 Proposed Annual Budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019. We believe this document is a sound financial plan where the overall goal is to deliver the best municipal services possible to the citizens of Fairburn.

The Capital Equipment Replacement Schedule will be funded by the various revenue income streams. The priority of purchases will be determined by the City Administrator and approved by Mayor and Council. There will be no capital purchases made if funds are not available.

This document represents a conservative but real budget for both expenses and revenues. Both are based on the current economic climate, departmental operating plans and direction from the governing body. This budget plan provides funding for basic services, critical needs and equipment replacement and upgrades. It is important to note that this budget is a zero-based budget, which does include depreciation or amortization. Also, the 2018 actual numbers which will be updated after the completion of the audit.

2019 BUDGET HIGHLIGHTS

The fiscal year 2019 proposed budget totals \$39,760,878 which represents an overall \$2,290,124 a 6% increase in revenue and increase of expenditures of \$1,604,732, which is 4% over the fiscal year 2018 adopted budget. Budgeted funds include the General Fund, Confiscated Asset Fund, Grant Fund, Tree Fund, Hotel/Motel Fund, G.O. Bond Fund, TSPLOST, Water and Sewer Fund, Storm Water Fund, Water and Sewer Bond Fund, Electric Fund, Sanitation Fund and the Educational Complex Fund. See exhibits A, B & C for a budget recap along with changes from the prior year.

CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

REVENUE

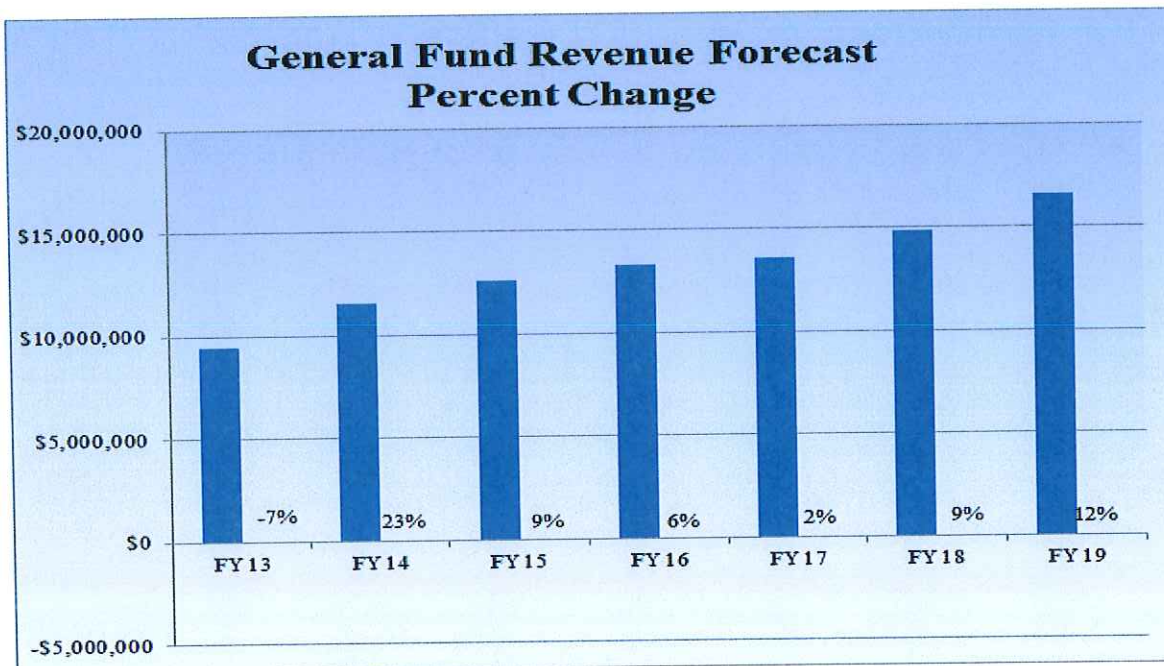
The City of Fairburn receives its revenue from a variety of sources – ranging from property taxes, other taxes, intergovernmental income, licenses, permits, fees, fines, investment income, service charges, miscellaneous revenues, contributions-donations and other financing sources (See Exhibit A).

Exhibit A-All Revenues By Category

Exhibit A-All Revenues By Category

	Adopted Budget 2017 -2018	Proposed Budget 2018 -2019	Variance Increase/Decrease	Percent Change
REVENUES				
Taxes	\$ 12,745,452	\$ 14,678,109	\$ 1,932,657	12%
Intergovernmental	330,749	315,000	(15,749)	-5%
Licenses, Permits	1,024,016	799,569	(224,447)	-52%
Fines, Forfeitures and Reimbursement	465,000	555,000	90,000	6%
Investment Income	332,485	281,886	(50,599)	-15%
Charges for Services	18,528,504	18,496,957	(31,547)	-1%
Miscellaneous Revenue	1,662,793	823,862	(838,931)	-51%
Contributions - Donations	29,345	28,120	(1,225)	-4%
Other Financing Sources	2,352,410	3,782,375	1,429,965	61%
Total Available Funds	\$ 37,470,754	\$ 39,760,878	\$ 2,290,124	6%

Graph 1



CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

The revenue for the General Fund represents an overall increase of \$1,744,845 (See Exhibit B). There were significant changes in the tax category for revenues which represents an increase of 12%. This increase is mainly contributed to property taxes and increased valuations. The city has experienced increases in licenses and permits. For instance, the current trend analysis for building permits, miscellaneous permits, commercial site plan and building site plan inspection show an increase. The intergovernmental category has a decrease of 5% due to less grant revenue (See Exhibit A). The investment income is reflective of market conditions. The other financing sources has increased because there are additional transfers to various funds. Overall, General Fund is projected to have revenues to exceed expenditures due to management's monitoring of spending and looking for ways to be cost efficient.

The TSPLOST Fund revenue budget reflects an increase of \$1,192,703. The revenues have come in higher than originally anticipated. The Water and Sewer Fund revenue budget reflects an increase of \$377,050 or 5%. This increase is reflective of water and sewer consumption trending. The Storm Water Fund will decrease by (\$26,500) or 3%. The decrease is anticipated based upon current trend analysis on charges for services. The Electric Fund will decrease by (\$435,651) or 5% is due to the current trend analysis in charges for services. However, there is reasonable confidence that the Electric Fund revenues will exceed expenses. The Sanitation Fund revenue budget reflects an increase of \$55,289 or 7%. The increase is a result of charges for services. A summary of Revenue Projections by fund See Exhibit B.

Exhibit B-Revenues Projections By Fund

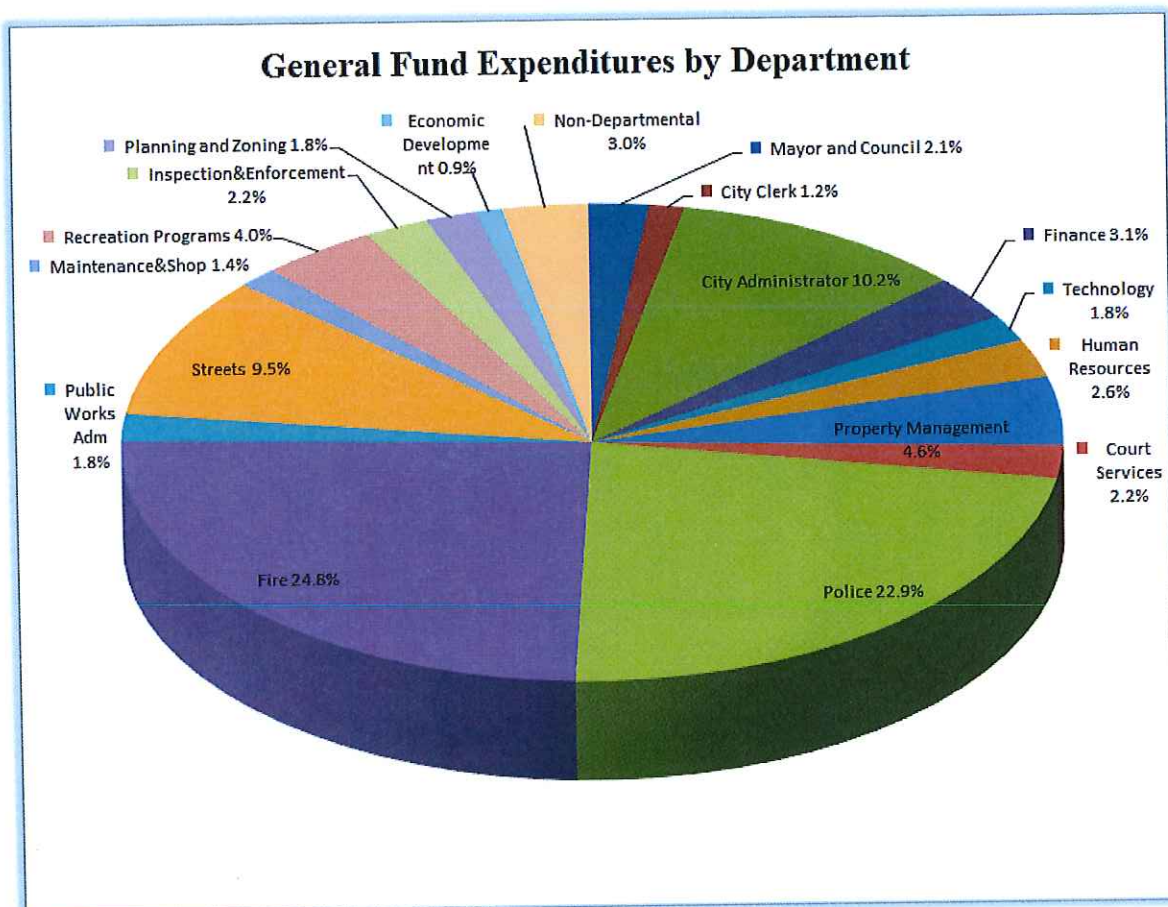
	Adopted Budget 2017 -2018	Proposed Budget 2018 -2019	Variance Increase/Decrease	Percent Change
General Fund	14,854,919	16,599,764	\$ 1,744,845	11%
Confiscated Drugs	5,300	153	(5,147)	-97%
Grants Fund	1,539,444	315,000	(1,224,444)	-80%
Tree Fund	150,000	-	(150,000)	-100%
Hotel/Motel Fund	225,000	265,000	40,000	18%
Capital Projects Fund	-	-	-	-
GO Bond Fund	861,863	855,062	(6,801)	-1%
TSPLOST Fund	172,336	1,365,039	1,192,703	87%
Water and Sewer Fund	7,478,750	7,855,800	377,050	5%
Storm Water Fund	959,300	932,800	(26,500)	-3%
Water and Sewer Bond Fund	25,000	445,682	420,682	94%
Electric Fund	9,422,834	8,987,183	(435,651)	-5%
Sanitation Fund	749,250	804,539	55,289	7%
Educational Complex Fund	1,026,758	1,334,856	308,098	30%
Total Projected Revenue	\$ 37,470,754	\$ 39,760,878	\$ 2,290,124	6%

CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

EXPENDITURES

The total fiscal year 2019 budget for expenditures totals \$39,760,878. This is an increase of \$1,604,732 or 4% from the 2017-2018 adopted budget. The General Fund which is 41% of the total budget expenditures are budgeted at \$16,599,764 which is a 4% or \$745,340 increase from the adopted 2018 budget. The General Fund supports most of the services provided to the residents, including law enforcement, fire, public works, parks and administrative services. Other funds within the 2019 budget include Confiscated Drugs, Grants Fund, Tree Fund, Hotel/Motel Fund, Capital Projects Fund, GO Bond Fund, TSPLOST and Water & Sewer Bond Fund. The Enterprise Funds totaling \$18,580,322 (Water and Sewer \$7,855,800, Storm Water Fund \$932,800, Electric Fund \$8,987,183, Sanitation Fund, \$804,539). The Educational Complex Fund expenditures are budgeted at \$1,334,856 (See Graph 2 and exhibit C).

Graph 2



CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

Exhibit C-Expenditures

	Adopted Budget 2017 -2018	Proposed Budget 2018 -2019	Variance Increase/Decrease	Percent Change
General Fund	15,854,424	16,599,764	\$ 745,340	4%
Confiscated Drugs	650	153	(497)	-76%
Grants Fund	1,979,490	315,000	(1,664,490)	-84%
Tree Fund	150,000	-	(150,000)	-100%
Hotel/Motel Fund	225,000	265,000	40,000	18%
Capital Projects Fund	-	-	-	-
GO Bond Fund	861,863	855,062	(6,801)	-1%
TSPLOST Fund	172,336	1,365,039	1,192,703	7%
Water and Sewer Fund	6,464,617	7,855,800	1,391,183	22%
Storm Water Fund	1,060,000	932,800	(127,200)	-12%
Water and Sewer Bond Fund	1,000	445,682	444,682	445%
Electric Fund	9,265,756	8,987,183	(278,573)	-3%
Sanitation Fund	667,230	804,539	137,309	21%
Educational Complex Fund	1,453,780	1,334,856	(118,924)	-8%
Total Projected Expenditures	\$ 38,156,146	\$ 39,760,878	\$ 1,604,732	4%

The City of Fairburn continues to look for ways to reduce expenditures where opportunities exist. This last year we have focused on the use of technology, benefit costs, fair compensation and reorganizing departments where needed. Keeping Fairburn's current service levels will require close monitoring of spending and attention to staffing issues.

SUMMARY

In conclusion, it is anticipated that there will be a 4% increase in Fairburn's overall expenditures due to some necessary capital improvements during FY2018-19. We have taken a conservative approach with the forecasting of revenues and expenditures for the Proposed FY2018-19 Budget. In the Proposed FY2018-19 Budget all revenue projections equal expenditure projections which is consistent with the zero-based budget methodology. With that being said, "the City of Fairburn has become even more innovative with how city services are provided and more diligent in terms of the utilization of resources within the 2019 operating budget". This budget establishes a financial foundation for the City of Fairburn's Mayor and Council to accomplish their goals. Fairburn's continued combined efforts will ensure the City can continue to provide the traditional high level of service to the residents and businesses of Fairburn.

Respectfully submitted,

Donna M. Gayden

City Administrator

CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

Exhibit D-Actuals to Budget

Department	Actual 2014- 2015	Actual 2015 - 2016	Actual 2016 - 2017	Adopted Budget 2017 -2018	Revised Budget 2017 -2018	Proposed Budget 2018 -2019
General Fund	\$ 14,219,056	\$ 14,948,350	\$ 15,084,720	\$ 14,854,919	\$ 14,854,919	\$ 16,599,764
Confiscated Drugs	38,930	5,364	172	5,300	5,300	153
Grants Fund	816,544	1,192,712	1,054,811	1,539,444	1,539,444	315,000
Tree Fund	-	-	-	150,000	150,000	-
Hotel/Motel Fund	207,009	241,576	220,251	225,000	225,000	265,000
Capital Projects Fund	3,315,411	703,182	50,929	-	-	-
GO Bond Fund	3,049,318	1,130,967	724,831	861,863	861,863	855,062
TSPLOST Fund	-	-	1,128,382	172,336	172,336	1,365,039
Water and Sewer Fund	6,615,902	8,042,816	7,683,483	7,478,750	7,478,750	7,855,800
Storm Water Fund	771,914	1,072,092	833,037	959,300	959,300	932,800
Water and Sewer Bond Fund	264,996	21,600	22,236	25,000	25,000	445,682
Electric Fund	8,867,366	9,479,492	9,117,363	9,422,834	9,422,834	8,987,183
Sanitation Fund	711,780	731,489	766,967	749,250	749,250	804,539
Educational Complex Fund	1,039,350	1,028,635	988,079	1,026,758	1,026,758	1,334,856
Total Revenue	\$ 39,917,575	\$ 38,598,275	\$ 37,675,261	\$ 37,470,754	\$ 37,470,754	\$ 39,760,878
Expenditures						
General Fund	\$ 13,841,256	\$ 13,775,376	\$ 13,927,074	\$ 15,854,424	\$ 15,854,424	\$ 16,599,764
Confiscated Drugs	10,657	71,081	18,819	650	650	153
Grants Fund	816,545	752,826	1,063,443	1,979,490	1,979,490	315,000
Tree Fund	-	-	-	150,000	150,000	-
Hotel/Motel Fund	955,000	190,000	225,000	225,000	225,000	265,000
Capital Projects Fund	3,551,814	721,891	32,364	-	-	-
GO Bond Fund	1,925,356	4,633,687	881,310	861,863	861,863	855,062
TSPLOST Fund	-	-	-	172,336	172,336	1,365,039
Water and Sewer Fund	5,469,041	5,622,311	5,905,561	6,464,617	6,464,617	7,855,800
Storm Water Fund	724,079	723,063	723,465	1,060,000	860,000	932,800
Water and Sewer Bond Fund	299,167	295,793	285,409	1,000	1,000	445,682
Electric Fund	8,441,628	8,837,045	8,814,550	9,265,756	9,265,756	8,987,183
Sanitation Fund	685,480	667,473	698,129	667,320	667,230	804,539
Educational Complex Fund	1,146,333	1,093,164	1,089,107	1,453,780	1,453,780	1,334,856
Total Expenditures	\$ 37,866,357	\$ 37,383,710	\$ 33,664,231	\$ 38,156,236	\$ 37,956,146	\$ 39,760,878
Excess (deficiency) of revenues over (under) expenditures	\$ 2,051,218	\$ 1,214,565	\$ 4,011,030	\$ (685,482)	\$ (485,392)	\$ -

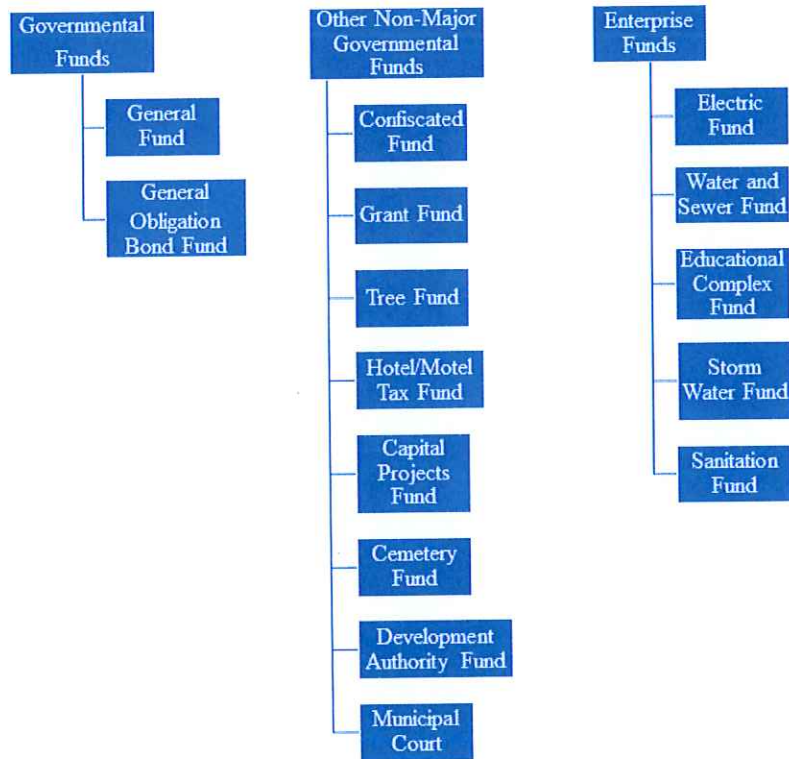
CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

Exhibit E-General Fund Summary of Revenues and Expenditures

	Actual 2014- 2015	Actual 2015 - 2016	Actual 2016 - 2017	Adopted Budget 2017 -2018	Revised Budget 2017 -2018	Proposed Budget 2018 -2019
REVENUES						
Taxes	\$ 11,265,873	\$ 11,454,531	\$ 11,768,288	\$ 11,486,253	\$ 11,486,253	\$ 12,277,945
Licenses, Permits	716,693	1,060,743	919,526	1,024,016	1,024,016	799,569
Fines, Forfeitures and Reimbursement	647,905	496,787	515,187	460,000	460,000	555,000
Investment Income	44,929	44,717	19,786	49,636	49,636	25,000
Charges for Services	141,845	199,843	173,226	203,669	203,669	175,534
Miscellaneous Revenue	143,244	378,358	213,816	127,000	117,000	256,604
Contributions - Donations	2,517	28,119	(110)	29,345	39,345	28,120
Other Financing Sources	1,256,050	1,285,250	1,475,000	1,475,000	1,475,000	2,481,992
Total Revenues	\$ 14,219,056	\$ 14,948,349	\$ 15,084,720	\$ 14,854,919	\$ 14,854,919	\$ 16,599,764
 Mayor/Council	 \$ 178,300	 \$ 247,835	 \$ 284,287	 \$ 321,507	 \$ 321,507	 \$ 340,107
City Clerk	235,444	191,645	198,583	276,742	276,742	197,512
City Administrator	1,266,154	1,641,986	2,056,103	2,117,899	2,102,899	1,681,259
Finance	425,644	450,625	350,613	326,402	326,402	503,275
Technology	112,462	103,773	110,531	191,197	191,197	292,650
Human Resources	201,822	244,609	318,454	400,973	400,973	423,289
Property Management	314,835	417,754	337,817	513,333	513,333	759,403
Court Services	411,394	342,331	376,353	325,987	325,987	368,257
Police	2,941,764	2,931,564	3,037,967	3,389,059	3,389,059	3,761,600
Fire Department	3,054,340	2,979,128	3,118,099	3,357,921	3,357,921	4,245,050
Public Works Administration	256,428	379,868	311,253	353,643	368,643	298,526
Streets	1,309,309	1,441,087	1,244,006	1,572,350	1,572,350	1,564,620
Maintenance and Shop	-	212,919	195,621	261,515	261,515	222,019
Recreation Programs	365,235	685,669	531,522	789,569	789,569	654,811
Inspection & Enforcement	198,940	243,875	249,029	333,874	333,874	360,532
Planning & Zoning	231,610	207,234	164,001	254,598	254,598	290,330
Economic Development	55,557	76,065	110,383	190,445	190,445	148,524
Non-Departmental	2,282,018	977,410	932,453	877,410	877,410	488,000
Total Expenditures	\$ 13,841,256	\$ 13,775,376	\$ 13,927,074	\$ 15,854,424	\$ 15,854,424	\$ 16,599,764
 Excess (deficiency) of revenues over (under) expenditures	 \$ 377,800	 \$ 1,172,973	 \$ 1,157,646	 \$ (999,505)	 \$ (999,505)	 \$ -

CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

Exhibit F-City of Fairburn's Funds Chart



Definitions of each Fund:

The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The **General Obligation Bond Capital Projects Fund** accounts for the City's general obligation bond proceeds to be used for the acquisition and construction of major capital facilities.

Confiscated Assets Fund: To account for the City's share of excess funds received from confiscated capital and equipment. These monies must be used for police related expenditures and are restricted by Federal Law.

Grants Fund: This fund accounts for activities carried out by the City under the terms of various intergovernmental grants. Included in this fund is the Livable Centers Initiative ("LCI") grant which provides funds to be used for the enhancement of existing centers and corridors consistent with regional

CITY OF FAIRBURN
PROPOSED 2018-19 BUDGET

development policies, and also provides transportation infrastructure funding for projects identified in the LCI plans. Also included in the fund is a Local Maintenance & Improvement Grant ("LMIG") which provides improvements to the City's roadway network. These grant funds are restricted by the various grantor agencies.

Development Authority Fund: To provide services exclusively to the City as financing instrument for developing and promoting for the public good and general welfare, trade, commerce, industry, and employment opportunities, and to promote the general welfare within the City.

Capital Improvement Fund: To account for the capital expenditures made by the City on long-term projects.

TSPLOST Fund: To account for the proceeds of the transportation special local option sales tax for the various improvement projects approved by voter referendum.

Cemetery Fund: To account for monies received by the City which can only be used for a specific purpose. The principal of perpetual care cemetery funds are not available for expenditures based on legal or contractual requirements and must remain in trust and not be encroached upon (reported as non-spendable). Only the income from such funds may be used for maintenance and upkeep of the Fairburn municipal cemetery.

The **Electric Fund** accounts for the activities of the City's electric distribution operations.

The **Water and Sewer Fund** accounts for all the activities of the City's water and sewer operation offered to its residents and businesses.

The **Educational Complex Fund** accounts for the activities of the City's educational complex operations offered to residents and businesses.

The **Stormwater Fund** accounts for the activities of the City's storm water operations.

The **Sanitation Fund** accounts for all the activities of the City's sanitation operations.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: SWEARING-IN OF MR. STONEY MATHIS TO POLICE CHIEF AND MS. KESHIA MCCULLOUGH TO CITY CLERK

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

Submitted: 08/29/2018 Work Session: 09/10/2018 Council Meeting: 09/10/2018

DEPARTMENT: Police and City Clerk

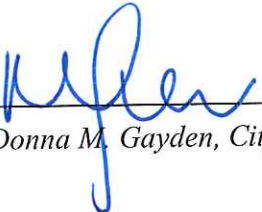
BUDGET IMPACT: Salaries plus fringes as approved by Council

PUBLIC HEARING? () Yes (X) No

PURPOSE: To officially swear in the Police Chief, Stoney Mathis and the City Clerk, Keshia McCullough.

HISTORY: Police Chiefs and City Clerks are appointed by Council. The swearing-in of them is tradition.

RECOMMENDED ACTION: Official Swearing-In of Police Chief and City Clerk



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: 2018 Millage Rate

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

Submitted: 08/30/2018

Work Session: 09/10/2018

Council Meeting: 09/10/2018

DEPARTMENT: Finance Department

BUDGET IMPACT: To Set the Millage Rate for the Upcoming October 1, 2018 – September 30, 2019 Fiscal Year.

PUBLIC HEARING? () Yes (X) No

PURPOSE: Discussion of the 2018 Millage Rate for the City of Fairburn

HISTORY: The City of Fairburn's Finance Department will announce the 2018 millage rate for Fairburn City Council's adoption at the City Council Meeting on September 24, 2018 at 7:00 pm. Please see supporting documentation for the Estimated Current Year's Tax digest and levy for the past five (5) years.

RECOMMENDED ACTION: None.

A handwritten signature in black ink, appearing to read "M. Gayden".

Donna M. Gayden, City Administrator

A handwritten signature in black ink, appearing to read "Elizabeth Carr-Hurst".

Elizabeth Carr-Hurst, Mayor

City of Fairburn, Georgia
Proposed Millage Rate
for Fiscal Year Ending
September 30, 2019



CITY OF FAIRBURN								
NOTICE OF FIVE YEAR HISTORY								
The Mayor and Council of the City of Fairburn will announce and adopt the millage rate which will be set at the regular Council Meeting on Monday, September 24, 2018 at 7:00 p.m. at City Hall, 56 Malone Street, S.W. Fairburn, Georgia and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the Estimated Current Year's Tax digest and levy for the past five (5) years.								
All citizens of Fairburn are invited to attend.								
CURRENT 2018 TAX DIGEST AND FIVE YEAR LEVY								
	2013	2014	2015	2016	2017	2018		
Real & Personal	608,641,556	683,177,684	722,556,624	739,095,562	898,012,705	1,254,193,691		
Motor Vehicle	34,266,480	28,954,700	20,330,290	15,641,550	11,456,910	8,421,280		
Mobile Homes	3,920	3,920	3,920	3,920	3,920	3,920		
Timber 100%	-	-	-	-	-	-		
Heavy Duty Equipment	-	38,888	-	110,000	453,536	-		
Gross Tax Digest	642,911,956	712,175,192	742,890,834	754,851,032	909,927,071	1,262,618,891		
Exemptions - M & O	139,425,366	184,248,320	229,595,582	217,409,289	327,212,780	549,214,180		
Net Tax Digest	503,486,590	527,926,872	513,295,252	537,441,743	582,714,291	713,404,711		
Gross Millage	18.370	17.900	17.760	18.050	17.666	16.696		
Less Roll Back	10.270	9.800	9.660	9.950	9.566	8.596		
Net Millage	8.100	8.100	8.100	8.100	8.100	8.100		
Net Tax Levy 100%	4,078,241	4,276,208	4,157,692	4,353,278	4,719,986	5,778,578		
Net Increase/(Decrease)	(74,483)	197,966	(118,516)	195,587	366,708	1,058,592		
Net Levy %	1.79%	4.85%	-2.77%	4.70%	8.42%	22.43%		



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: City of Fairburn Personnel Salary Adjustments

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

Submitted: 08/30/2018 **Work Session:** 09/10/2018 **Council Meeting:** 09/10/2018

DEPARTMENT: City Administration

BUDGET IMPACT: No Budget Impact. Monies Were Transferred within Budget Line Items.

PUBLIC HEARING? () Yes (X) No

PURPOSE: Approval of the City of Fairburn Personnel Salary Adjustments

FACTS AND ISSUES: City Administration is proposing salary adjustments to various City personnel. Documentation for employees affected by salary change will be provided at the City Council Meeting.

RECOMMENDED ACTION: Approval of the City of Fairburn Personnel Salary Adjustments



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF CIVICCLERK (AGENDA MANAGEMENT SYSTEM)

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

Submitted: 08/29/2018 Work Session: 09/10/2018 Council Meeting: 09/10/2018

DEPARTMENT: City Clerk

BUDGET IMPACT: \$5,425 1st year; \$3,600 annually thereafter

PUBLIC HEARING? () Yes (X) No

PURPOSE: The City Clerk Department would like to implement a program to streamline the construction of the agenda and minutes for the City.

HISTORY: CivicClerk's responsive design allows users to view and create agendas, minutes, and packets from their desk, laptop or even on the go with a tablet or smartphone. Intuitive navigation provides easy access to all of their features and functionality and even first-time users can quickly get started. CivicClerk will never archive or delete your information, keeping information available and easy to find. The CivicClerk solution will provide the City of Fairburn with agenda management, a board portal, meeting minutes and public engagement.

RECOMMENDED ACTION: It is recommended that Mayor and Council approve the CivicClerk contract.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



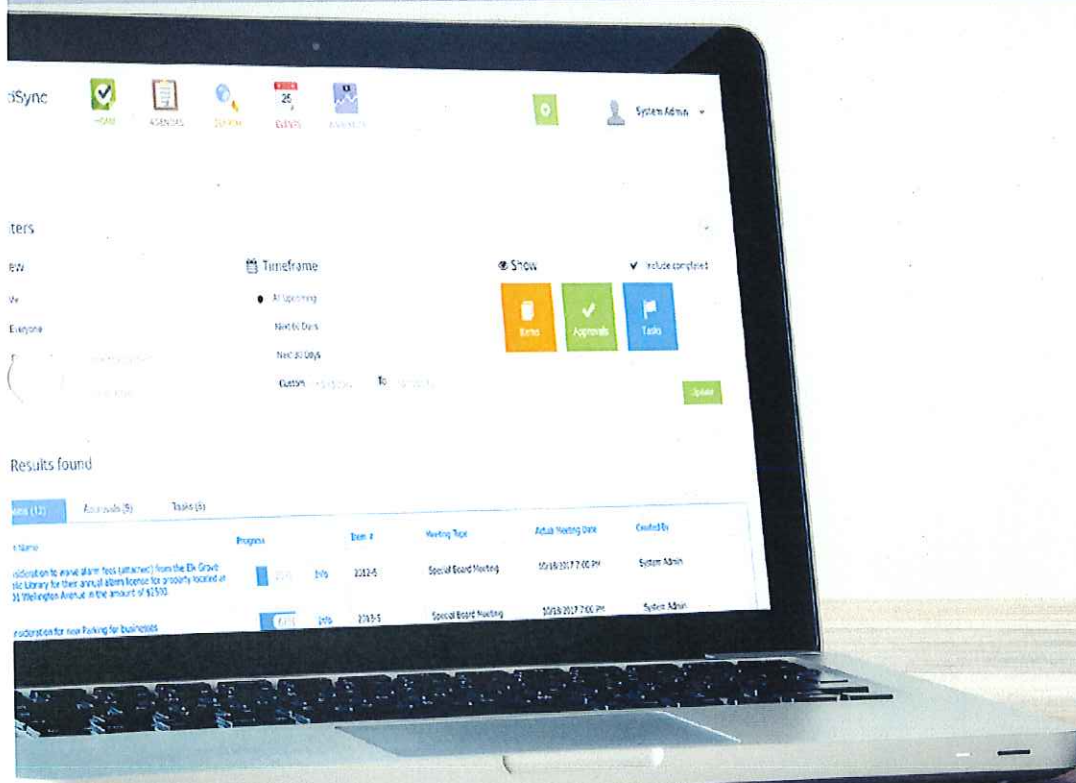
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Fairburn, Georgia Agenda Management System

CIVICCLERK[®]

Presented by | Kenèe Olsen, Senior Account Manager

Introduction



Executive Summary

Your staff, officials, and citizens live in an instant access world, where a wealth of information and knowledge is expected to be available with a few clicks of a mouse. Isn't it time your agendas and minutes were available this easily? Simplify your agenda and minutes process, access information from any device and eliminate endless stacks of paper and time creating physical agenda packets. CivicClerk is ready to provide you with ease of use and robust flexibility when it comes to your agenda and minutes creation and storage. Staff and officials can access the system from any device with a standard browser including computers, tablets, and mobile phones.

Our responsive design allows users to view and create agendas, minutes, and packets from their desk, laptop, or even on the go with a tablet or smartphone. Intuitive navigation provides easy access to all of our features and functionality and even first time users can quickly get started. We will never archive or delete your information, keeping your information available and easy to find. Our CivicClerk AMS solution will provide Fairburn with the following:

Agenda Management

- Simplify your entire process with user-friendly interface and agenda creation module
- Create consistent agenda formats
- Add agenda items with a specified deadline
- Eliminate time consuming tasks for staff members

Board Portal

- Access to view meeting content - past, current, and future information
- View comments and discussions from previous meetings
- Access from any device with standard browser, including computers, tablets, and mobile phones

Meeting Minutes

- Create meeting minutes with the built in solution
- View status updates of each item - see if minutes have been completed or are in progress
- Include and view comments, motions, and votes for individual items
- Take meeting attendance with the Roll Call feature

Public Engagement

- Provide transparency and open communication for your citizens
- Allow citizens to view and download agendas, minutes, and complete packets
- Search keywords and filter to quickly find information
- Ability to share documents or add them to their personal Favorites
- Receive notifications when an agenda or packet is posted

Why CivicClerk?

Streamlined and Intuitive

Traditional agenda management systems had (and in many cases still have) dated designs and interfaces making them confusing and clunky to manage. The intuitive and innovative CivicClerk User Interface built in to your CivicClerk AMS solution launched in 2014 and brought a whole new level of streamlined efficiency to the agenda management software industry. As our society and its leaders become more technology savvy, our easy-to-use interface meets their expectations while also catering to those with lesser technology skills.

When our customers move from their older systems, the number one reason for changing products is because staff perceived their old product was too complex and cumbersome to use. CivicClerk delivers a design that is intuitive and provides our clients the ability to get in, input or review the necessary information, and get out. The CivicClerk streamlined and intuitive design automates an existing process for our clients – it doesn't create a new one.

Continuous Improvement and Depth of Product

CivicClerk has spent the last three years building a scalable and flexible system to compete with the largest competitors in the industry. We never slow down researching development and improvements for our product. CivicClerk has developed a business model of continuous improvement to enhance client experience and meet ever evolving needs.

As one of the most robust systems in the industry, CivicClerk's meeting management system addresses nearly every aspect of the meeting process. We also understand that not every community has the need to utilize the entire system. That's why CivicClerk is designed with modules that can be easily turned on or off based on our clients' current priorities. Clients know that if their priorities change, additional services can be activated with a simple flip of a switch, and they are off and running.

Depth of product is about customization. CivicClerk offers more than 150 site settings that can be turned on or off for each implementation. For our clients, having the ability to turn off unused functions is nearly as important as being able to turn them on when needed. It simplifies the interface and validates that the system can be customized to their unique business processes and needs.

Pricing Value

CivicClerk serves municipalities from 5,000 in population to over 1,000,000, so we have developed a pricing model that is designed to serve any size community while respecting their available budgets. We offer a clear path for customers of all sizes to utilize for our product to meet their current needs, knowing they can easily expand their services as their needs grow and evolve. We work with our clients to assist them in developing the right initial functionality in a cost-effective manner. CivicClerk wants to be sure the system our clients purchase is the right fit for them today and will be the right fit for their community as it continues to grow.

CivicClerk Overview



CivicClerk Overview

Your officials need instant access to all meeting content so that they can engage in meaningful discussions and to make informed decisions. CivicClerk's software for meetings makes it easy to compile and access all of the necessary documents, data, and paperwork. Eliminate the time wasted searching for paper files, emails, postings, and various folders. With CivicClerk, your officials have all of their need-to-know information at their fingertips, so they can hit the ground running at every meeting.

Eliminate Menial Tasks. Get More Done.

We've been working with meeting preparers for years, so we know how much time it takes to manually create an agenda packet. CivicClerk's meeting software instantly eliminates those tedious manual tasks so you can focus on the important stuff. With our AMS, you can spend less time in front of copy machines and chasing down signatures, and more time serving citizens.

Empower Staff, Maintain Control

CivicClerk's agenda software focuses on ease-of-use. All processes are consistent, repeatable, and offer an intuitive way to submit items for approval and packet inclusion, all within administrator-set access limits. Deep user security provides each staffer with only the functions they need.

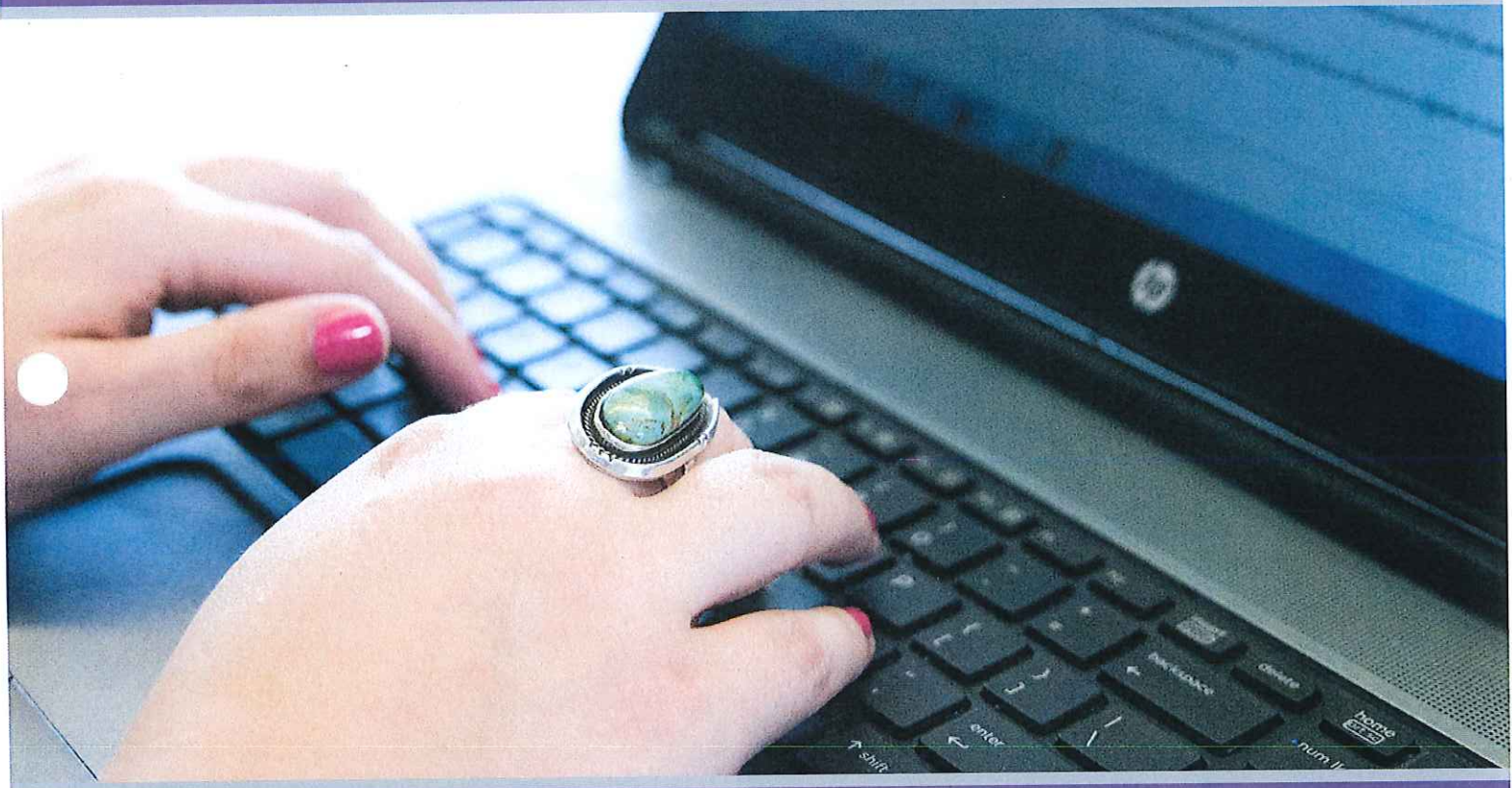
Deliver Packets to Any Device

Whether your officials prefer to use a desktop, laptop, tablet, Android or iOS phone, by using our meeting management software they will be able to easily access and manage meeting content. CivicClerk's mobile-optimized agenda management software, allows members to access, view, annotate, and comment on packets in the office, at home, or on the go. Have one or two officials that still require paper packets? Our meeting software makes it easy to print paper packets at any time.

Public Engagement with Meeting Data

CivicClerk supports open government. Our AMS makes transparency and disclosure requirements for meetings an effortless task. All public meeting content is instantly and automatically available once the agenda and packet is published, and email notices are automatically sent. Our powerful system makes it easy to understand key metrics by using our dashboards to track and analyze how the public is utilizing the system.

Features & Functionality



Features & Functionality

Agenda Management

Automate your meeting agendas and packets with a simple, consistent process. Eliminate time consuming manual tasks and focus on important issues instead. Let each board member manage content the way they want.

Features and Benefits

Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk simplifies the entire meeting process from start to finish by providing staff a central location for all board and committee meetings with the same simple, consistent process. Customers choose CivicClerk for our features, ease of use, and modern design.

- » Unlimited Meetings
- » Unlimited Users
- » Unlimited Storage
- » Custom Agenda Design
- » Electronic Approvals Engine
- » Electronic File Management
- » Confidential Attachments
- » Roll Call, Motion, and Vote Tracking
- » Minutes Comments and Discussions
- » Speaker Management
- » Task Management Pre and Post Meeting
- » Comments Engine with Notifications
- » Drag and Drop Re-ordering
- » Approvals Progress Bars
- » Automated Track Changes

- » Standard Reporting
- » Dash Analytics
- » Pre-Defined Item Content
- » Automatic Default Items
- » Copy and Move Items
- » Intelligent Keyword Search and Filters
- » Custom Security Profiles
- » Automatic Email Notifications
- » Dropbox Integration for Delivery
- » Board Member Portal
- » Public Portal
- » Live Streaming and Video-On-Demand
- » Videos with Linked Agendas and Minutes
- » Tablets Supported

Designed Just for You

CivicClerk's agenda management software is customized to suit your individual design needs and unique approval processes. Create and manage content with custom design templates, wording, numbering, and ordering. You can also utilize a public portal that matches your website.

Complete Security/Access Oversight

Fine-tune your content's security for different staff members. CivicClerk's agenda management system allows for in-depth user security. Administrators can set access levels for individual users, allowing you to control who can access what. You can also easily identify attachments for limited access based on staff or security level.

Create Agenda Items in Seconds

Intuitive process is simple for your organization's entire staff. Save hours each week with CivicClerk AMS that can easily track all key item information, and create tasks and to-dos with reminders. CivicClerk supports PDF, Word, Excel, PowerPoint and image files, and utilizes a simple drag and drop ordering of all supporting documents.

Agenda Approvals Your Way

CivicClerk's flexible approvals engine adapts to your review process. No more chasing approvals, and playing phone or email tag. Our meeting management system's powerful approvals engine streamlines routing, email notifications, and manages backup approvers. Even last minute changes are a breeze.

Large Packets? No Problem

It only takes a couple of clicks to create a packet of any size. Create agendas and packets of any size in just seconds. Easily build different versions based on confidential materials inclusion. CivicClerk is an open government system that allows you to immediately publish on your organization's public portal, thus allowing for instant transparency.

Deliver Content to Any Device

Let board members choose how to get meeting content. Efficiently deliver packets of any size by paper, email, Dropbox, download, or board portal. CivicClerk is optimized for all devices including desktops, laptops, tablets, and mobile phones.

Find What You Need Fast

Save time with powerful keyword and filtered search engine. CivicClerk automatically organizes and stores all of your meeting content, so it's easy to quickly retrieve what you're looking for. Our search tool includes past items, attachments, minutes, and agendas by keyword, date range, and more.

Analytics to Improve Performance

Clear reporting provides insight on progress and goals. Dashboards and built-in reporting provide key metrics on the entire agenda and meeting minutes process.

Meeting Minutes

It's easy to create, manage and finalize your minutes before, during, and after the meeting. CivicClerk automatically generates PDF and Word documents so you can deliver them electronically, by board and public portal, and hard copy.

Live Meeting Manager

Run the entire meeting from one spot and simplify votes, manage speakers, and streamline transparency. Our Live Meeting Manager system lets your board members access meetings online and vote electronically from any device. The vote results are then displayed to the attending public.

Easily Record Roll Calls, Motions and Votes

Capture all meeting actions in just one step. Stop retyping repeated entries. Record meeting actions on your desktop, laptop or tablet, and easily copy similar motions and votes to other items. Publish to your public portal for easy access and transparency. We make open governance easy.

Electronic Voting

Build public trust by letting meeting attendees see your finalized vote results in real time. CivicClerk's agenda management software offers a powerful, fully-integrated electronic voting system. Conduct clerk-initiated electronic votes any time and tally board member votes from any device. Once voting is closed, results are displayed and automatically entered into the minutes module for utmost accuracy and transparency. Additional fees may apply.

Customize It. Then Forget It.

No more typing and copying the same info over and over. Using our agenda software, you can set wording, formatting, and text snippets the way you want them - they'll pre-fill automatically, ending repeated entries. Motions, votes, and speaker info are all customizable, with full editing functions for comments and discussion notes.

Flexible Speaker Management

Organize speaker information for on-going and individual items. CivicClerk supports board members, staff and other public speakers, and offers integrated speaker and countdown timers. Last-minute speaker? No problem. CivicClerk lets you add new speakers before, during, and after the meeting.

Board Portal

Get meeting content and action data at your fingertips to make informed decisions. Create and access your own private notes. Get instantly notified when new content is made available, and review online or offline before, during, or after meetings.

Multiple Devices

Access meeting content from any location, anytime. Whether you're working from home, at the office or on the go, CivicClerk lets you access and manage all content with any standard internet browser on your desktop, laptop, tablet, or mobile phone.

Review/Comment/Discuss

Making and reviewing comments just got a lot easier. Goodbye, fruitless searches for last month's comments. CivicClerk's powerful search and content filter lets you quickly access comments and discussion summaries from previous meetings at any time. Not only that, but you can easily provide your own feedback via email.

Research Past Meeting Content

Quick content retrieval means more productive meetings. Miss a meeting? Catch up when it's convenient for you. Our meeting management software allows complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.

Live Streaming and Recorded Video On Demand

Watch your meeting live or later. It's up to you. Miss a meeting? See it when it's convenient for you. Get complete access to your meeting video archive. All videos are fully integrated with each corresponding bookmarked meeting agenda. Additional fees apply for this feature.



Public Transparency

Accessible records and data helps increase your organization's productivity by encouraging public engagement and fostering a better informed, more involved community. CivicClerk's public portal also satisfies public disclosure and posting requirements, and reduces the number of public record requests.

Subscriptions and Social Sharing

Get the word out to your stakeholders. Instantly share meeting content via email, LinkedIn, Facebook, and Twitter. Subscriptions makes it easy to automatically notify the public whenever new meeting content is available.

Keyword Search and Content Filter

Find what you need when you need it. Rifling through reams of paper is a thing of the past with CivicClerk's advanced search functions. Simply search by keyword to find all relevant content from current and past meetings. You can also easily download agendas, packets, minutes, and supporting documents.

Access Content Anywhere, Anytime

Manage, edit, and comment on any mobile device. Whether you're at work, at home, or on the go, our meeting management system allows easy access to meeting content via your laptop, desktop, tablet, or smartphone. Delivering complete transparency and engagement with the public.

Public Portal Dashboard

Get to know your community better. CivicClerk's public portal helps you understand how the public is interacting with your meeting publications by providing keyword analysis and user-friendly usage metric analytics. This will allow you to conduct an in-depth analysis of citizen behavior and help you discover what issues the public finds most pressing.

Live Streaming/On-Demand Video

Public engagement just got a lot easier. CivicClerk simplifies live streaming of your organization's meetings and seamlessly integrates all video content with the meeting agenda. On-demand meeting content videos feature clear bookmarking and navigation so viewers can quickly find their area of interest. Additional fees apply.

Automatic Upgrades

Customers automatically receive all future version upgrades of the system upon release. New features and functions are based on feedback and customers requests.

Timeline & Scope of Work





Timeline & Scope of Work

A CivicClerk development plan typically expands a six (6) week timeframe. Exact development timelines can vary due to scope, client availability, milestones set, and other factors. We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

TYPICAL PROJECT TIMELINE: 6 WEEKS				
Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
~2 Weeks				
	~1 Week			
		~1 Week		
			~ 2 Weeks	
				As needed

Scope of Work

Phase 1- Weeks 1-2

Gather information regarding agendas and how current process functions.
This information will be used to initially configure the system.

CivicClerk Responsibility	Client Responsibility
<ul style="list-style-type: none">■ Create production site request■ Review the implementation plan■ Configure templates from Word versions of agendas and minutes■ Input questionnaire data	<ul style="list-style-type: none">■ Complete implementation questionnaire■ Provide Word versions of agendas and item reports

Phase 2 - Week 3

Once initial configuration is complete, gain feedback on final results.
Any necessary configuration changes will be identified for completion.

CivicClerk Responsibility	Client Responsibility
<ul style="list-style-type: none">■ Schedule and conduct a first look call■ Provide any template changes required	<ul style="list-style-type: none">■ Schedule a 30-45 minute call for system review■ Provide feedback on any needed changes

Phase 3 - Week 4

Any remaining changes will be made and the list of users will be added to the system.
All configurations will be finalized.

CivicClerk Responsibility	Client Responsibility
<ul style="list-style-type: none">■ Enter user list with appropriate security settings■ Make necessary changes to templates and configuration	<ul style="list-style-type: none">■ Provide a list of users■ Provide any additional feedback and changes

Phase 4 - Weeks 5 and 6

Everything is set and ready for training!

Begin in-depth training for administrators followed by a faster training for end users.

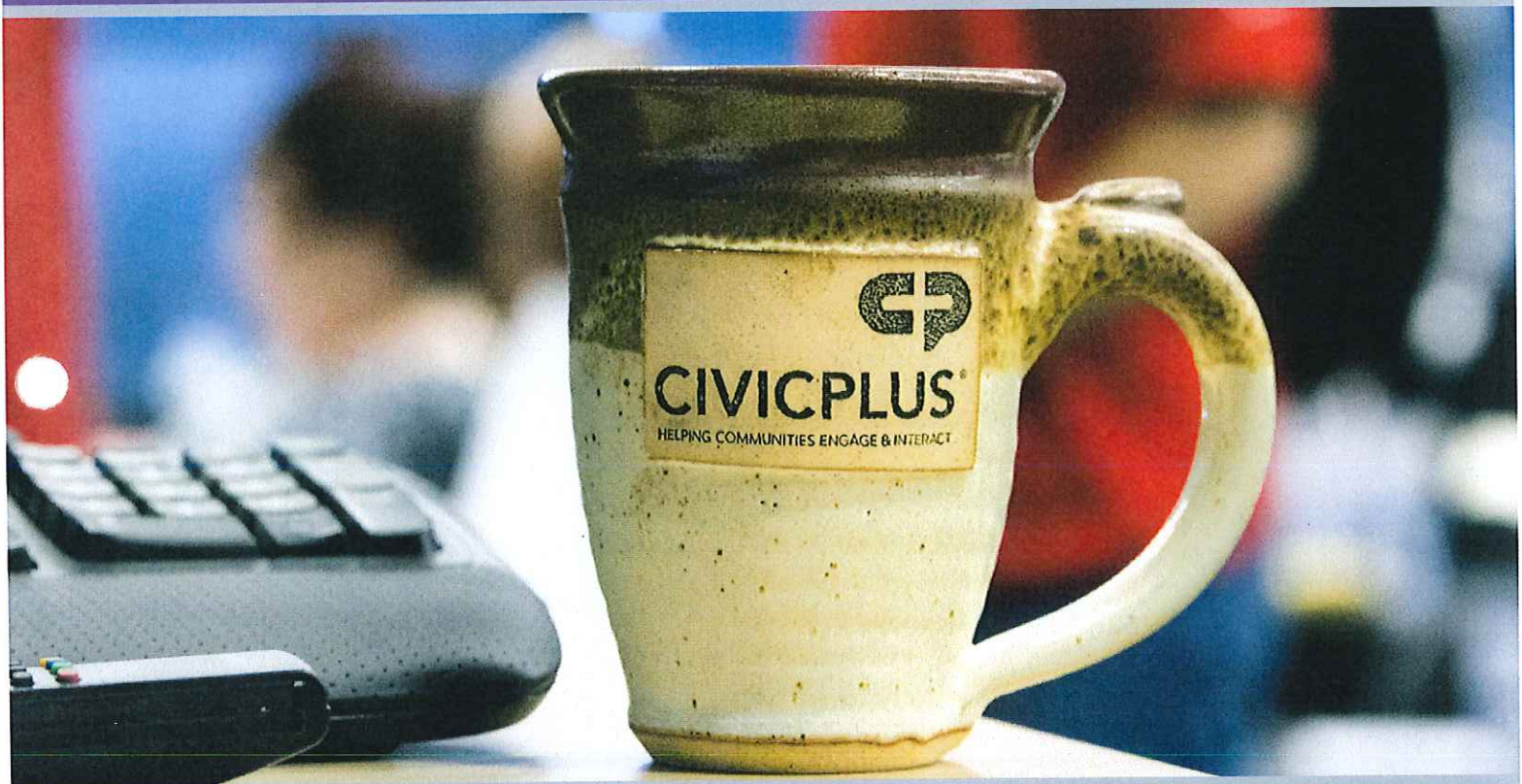
CivicClerk Responsibility	Client Responsibility
<ul style="list-style-type: none">■ Schedule and hold administrator and end user trainings	<ul style="list-style-type: none">■ Schedule administrator training■ Schedule end user training

Phase 5 - As Needed

Now that the main implementation is complete, and there is some data in the system, any additional service(s) contracted for can be configured.

CivicClerk Responsibility	Client Responsibility
<ul style="list-style-type: none">■ Configure the templates in the system■ Schedule and conduct minutes training	<ul style="list-style-type: none">■ Provide Word versions of your most recent minutes■ Provide a list of your Board/Council members■ Schedule a 30 minute call for minutes training

Pricing



Investment Proposal

All quotes are priced per project and presented in US dollars.
Pricing is valid for 60 days from August 15, 2018.

As detailed in the proposal, Fairburn's project development includes:

✓ Implementation, Development & Deployment

■ CivicClerk Agenda Management System including:

- Upgrades, hosting, maintenance, and support
- Up to seven (7) boards
- Agenda management
- Meeting minutes
- Public portal
- Board portal

■ Included Hosting and Security

✓ Professional Services & Training

- Four (4) Hours of Web-Based Implementation Training
- One (1) Hour of Consulting

Total Investment – Year 1 \$5,425
(includes development and 1st Year Annual Services Fees)

Annual Investment

Year 2 and Beyond

✓ Annual Hosting/Maintenance Service (Beginning Year 2)

Receive maximum benefit at minimal cost while protecting your investment. Each year of your contract, you'll receive system enhancements, maintenance and optimization, and have full access to our support staff so your site stays up-to-date with our latest features and functionality. Your annual services fee includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, and access to the CivicPlus community. Annual Hosting/Maintenance Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Annual Hosting & Maintenance (Beginning Year 2)

\$3,600

CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year 1 expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses.

1st Year CPA Payment\$4,208

2nd Year CPA Payment.....\$4,208

3rd Year CPA Payment.....\$4,208

4th Year Annual.....\$3,780
(annual + 5% technology fee)

Optional Enhancements

FUNCTIONALITY OPTIONS	ONE-TIME	ANNUAL
ADFS	\$1,000	\$1,000
Additional Web-Based Training - Four (4) Hours	\$625	N/A
Data Conversion - Up to 7,500 imported files	\$2,500	N/A
Video Streaming & On Demand	\$1,000	\$6,000
Boards & Committees Module	N/A	\$3,000



**CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM**

SUBJECT: AUTHORIZATION AGREEMENT FOR EXCESS CAPACITY RESERVES

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

Date Submitted: 8/8/18 Date Work Shop: 9/10/18 Date Council Meeting: 9/10/18

DEPARTMENT: ELECTRIC

BUDGET IMPACT:

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to authorize MEAG Power to make available to other participants any of Fairburn's excess capacity for reserves should they need it at \$2.43/kW for calendar year 2019.

HISTORY:

FACTS AND ISSUES: Fairburn is projected to have excess capacity in 2019.

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For Mayor and Council to execute an Authorization Agreement with MEAG Power to make available to other participants any of Fairburn's excess capacity for reserves at \$2.43/kW for 2019.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor

AUTHORIZATION AGREEMENT
Year 2019 Annual Subscription
Under Supplemental Power Supply Policy
between
Municipal Electric Authority of Georgia
and
City of Fairburn
(Participant)

In accordance with the MEAG Supplemental Power Supply Policy, the Undersigned Participant hereby elects to: (all Participants must elect one option and return)

- (i) _____ Designate MEAG as its agent to nominate and acquire any combination of resources to optimize their Supplemental Power Supply Requirements. Please specify agency limitations if any, _____;
- (ii) _____ Subscribe to one or more of the power supply alternatives identified in the attached Nomination Form in specific amounts;
- (iii) _____ Acquire the necessary resources for its Supplemental Power Supply Requirements itself;
- (iv) _____ I do not wish to make any additional purchases at this time;
- or**
- (v) X Nominate my excess capacity for reserves at \$2.43/kW-Yr at DP. Please specify amount and limitations if any, _____.

By executing this Authorization Agreement, Participant understands that MEAG will aggregate all MEAG Participant nominations and attempt to contract for the total amount of Participant supplemental power supply requirements nominated under this Annual Subscription. Participant also understands that MEAG will purchase the capacity necessary to ensure that system planning reserve requirements are met and assign this capacity for one or more years to those Participants deemed capacity deficient. Participant agrees that these reserve capacity purchases may be made at "market" prices from other Participants.

Participant agrees to and accepts the above nomination, this _____ day of _____, 2018.

Participant: City of Fairburn

By: _____

Mayor or other authorized representative



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: TASK ORDER FOR IMPAIRED WATERS MONITORING AND REPORTING

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

Date Submitted: 8/8/18 Date Work Shop: 9/10/18 Date Council Meeting: 9/10/18

DEPARTMENT: STORMWATER

BUDGET IMPACT: \$10,500 from Acct. 510-0000-52-1300 in FY '19

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling for the 2018-2019 monitoring period and submit the required reports to the Environmental Protection Division.

HISTORY:

FACTS AND ISSUES: The City does not have qualified personnel to perform these functions. This is for the period of 2018 – 2019 sampling period. ISE has provided this service previously. Cost of the project has not changed.

OPTIONS:

ADMINISTRATORS COMMENTS:

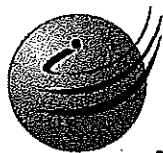
RECOMMENDED ACTION: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling and reporting for the 2018-2019 reporting period.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



To: Tom Ridgway, Utility Director
Company: City of Fairburn
Address: 56 Malone Street
Fairburn, Georgia

Date: July 13, 2018
From: Jason Ray, GISP
Copy to: John Caldwell, P.E.

Project: Impaired Waters Sampling 2018-2019

TOF #: 132

BACKGROUND

This TOF has been prepared to assist the City of Fairburn (City) with water quality sampling in Whitewater Creek and Trickum Creek. The City's NPDES Phase I MS4 Stormwater Permit (#GAS000115) and the Metropolitan North Georgia Water Planning District requires Fairburn to perform water quality monitoring on 305(b)/303(d) listed waterways within the City. Whitewater Creek is listed for a Biota impairment and Fecal Coliform Bacteria. Recently, Trickum creek was added to the 305(b)/303(d) listed for a Biota impairment. Accordingly, Integrated Science and Engineering (ISE) will continue water quality monitoring on Whitewater Creek and start monitoring on Trickum Creek, in an effort to determine the cause of the water quality impairment, identify any water quality trends, and to meet requirements associated with the Phase I MS4 NPDES permit and District Watershed Management Plan.

SCOPE OF SERVICES

Task 1 – Water Quality Monitoring Program and Training

Monitoring Locations

ISE will monitor Whitewater Creek at Milam Road per the approved Impaired Waters Monitoring Plan. Additionally, Trickum Creek will be monitored at Landrum Road per the approved Impaired Waters Monitoring Plan.

Physical and Chemical Parameters

Sampling and analysis or in place (*in situ*) measurements will be performed for the water quality parameters listed below as well as Total Suspended Solids and Fecal Coliform Bacteria.

Parameter	Analysis	Rationale
Water Temperature	<i>In situ</i> ⁽¹⁾	Water temperature will vary naturally with seasonal changes in air temperature but can be altered by human activity
Dissolved Oxygen (DO)	<i>In situ</i> ⁽¹⁾	Measures oxygen content of water which is essential for respiration of aquatic organisms. Oxygen in water can be depleted by pollutants especially those associated with wastewater.
Turbidity	<i>In situ</i> ⁽¹⁾	Measures the clarity of water which is often associated with the amount of suspended sediments.

Task Order Form

Conductivity	<i>In situ</i> ⁽¹⁾	Measure of the ability of water to pass an electrical current which is affected by the concentration of inorganic dissolved solids
pH	<i>In situ</i> ⁽¹⁾	pH directly influences the amount of chemical constituents that can be dissolved in water (solubility).

(1) *In situ* measurements will be measured directly from the stream with a Horiba U-52 Multi Water Quality Checker

Whitewater Creek Sampling Schedule

Fecal Coliform Bacteria

Sampling will be performed to calculate two geometric means per year requiring a total of 8 sampling events. Each geometric mean requires 4 samples to be collected over a 30 day period. ISE will conduct 1 geomean during the winter period (November through April) and 1 geomean during the summer period (May through October) each year. Sampling will be performed without regard to weather conditions (dry or wet weather) and ideally will be performed once per week on the same day for four consecutive weeks per geometric mean.

Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

Trickum Creek Sampling Schedule

Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

Task 2 – Stream Walk

ISE will conduct a stream walk of Whitewater Creek during the 2018-2019 period. The purpose of the stream walk will be to attempt to identify potential sources of fecal coliform and erosion and sedimentation within the impaired segment of Whitewater Creek. Any illicit discharges discovered as part of this effort will be reported to the City for enforcement under the City's illicit discharge prohibition ordinance. A brief report will be compiled following the completion of the work including on field documentation.

Task Order Form

Task 3 – Water Quality Report

The monitoring results will be evaluated and compared to any baseline and previous data. A summary of the monitoring results and water quality evaluation will be provided in an Annual Water Quality Monitoring Report and included in the City's 2018-2019 Phase I NPDES MS4 Annual Report.

SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 and Task 2 will be completed by April 30, 2019. Task 3 will be completed by June 15, 2019.

FEE ESTIMATE

Task	Contract Amount
Task 1 – Water Quality Monitoring Program	\$6,500 (Lump Sum)
Task 2 – Stream Walk	\$2,000 (Lump Sum)
Task 3 – Water Quality Report	\$2,000 (Lump Sum)
Total Contract Amount	\$10,500

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with ___City of Fairburn___ dated August 14, 2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: _____

Signature: _____

Name: _____

Name: Jason Ray, GISP

Title: _____

Title: Project Manager

Date: _____

Date: July 13, 2018



**CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM**

SUBJECT: Vendor Agreement for Energy Assistance Program

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

Date Submitted: 8/8/2018 Date Work Shop: 9/10/2018

Date Council Meeting: 9/10/2018

DEPARTMENT: Electric

BUDGET IMPACT: _____

PURPOSE: for Mayor and Council to enter into a vendor agreement with the Georgia Department of Family and Children Services (DFCS) to be able to accept Low Income Home Energy Assistance Program payments during the federal fiscal year 2019.

HISTORY: This program, administered by DFCS, provides assistance in paying electric bills for customers in financial need. There is no cost to the City to participate.

FACTS AND ISSUES:

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Staff recommends approval to enter into a vendor agreement with the Georgia Department of Family and Children Services (DFCS) to be able to accept Low Income Home Energy Assistance Program payments during the federal fiscal year 2019.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

1. Legal Name of Home Energy Supplier:

City of Fairburn

2. List all alias names or prior business names used:

Fairburn Utilities

3. Mailing Address for Payments:

56 Malone Street, Fairburn, GA 30213

4. Home Energy Supplier Email Address:

Billing@fairburn.com

5. Physical Address:

56 Malone Street, Fairburn, GA 30213

6. Name of Contact Person:

Tom Ridgway

Telephone number: 770-964-2244, Ext.313

Email Address: tridgway@fairburn.com

Fax: 770-969-3490

7. Home Energy Supplier, EIN or IRS Tax Number:

58-6000575

8. Type of Utilities/Fuel Dealer:

☐ Natural Gas

☐ Electricity

☐ Wood

☐ LP/Bottle Gas

☐ Fuel Oil

☐ Coal/Coke

9. Atlanta Gas Light/Southern Company Provider: ☐ Yes ☐ No

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

CHECK EACH COUNTY SERVED BY THIS COMPANY

___ STATEWIDE

001__Appling
002__Atkinson
003__Bacon
004__Baker
005__Baldwin
006__Banks
007__Barrow
008__Bartow
009__Ben Hill
010__Berrien
011__Bibb
012__Bleckley
013__Brantley
014__Brooks
015__Bryan
016__Bulloch
017__Burke
018__Butts
019__Calhoun
020__Camden
021__Candler
022__Carroll
023__Catoosa
024__Charlton
025__Chatham
026__Chattahoochee
027__Chattooga
028__Cherokee
029__Clarke
030__Clay
031__Clayton
032__Clinch
033__Cobb
034__Coffee
035__Colquitt
036__Columbia
037__Cook
038__Coweta
039__Crawford
040__Crisp

041__Dade
042__Dawson
043__Decatur
044__DeKalb
045__Dodge
046__Dooly
047__Dougherty
048__Douglas
049__Early
050__Echols
051__Effingham
052__Elbert
053__Emanuel
054__Evans
055__Fannin
056__Fayette
057__Floyd
058__Forsyth
059__Franklin
060__Fulton
061__Gilmer
062__Glascock
063__Glynn
064__Gordon
065__Grady
066__Greene
067__Gwinnett
068__Habersham
069__Hall
070__Hancock
071__Haralson
072__Harris
073__Hart
074__Heard
075__Henry
076__Houston
077__Irwin
078__Jackson
079__Jasper
080__Jeff Davis

081__Jefferson
082__Jenkins
083__Johnson
084__Jones
085__Lamar
086__Lanier
087__Laurens
088__Lee
089__Liberty
090__Lincoln
091__Long
092__Lowndes
093__Lumpkin
094__Macon
095__Madison
096__Marion
097__McDuffie
098__McIntosh
099__Meriwether
100__Miller
101__Mitchell
102__Monroe
103__Montgomery
104__Morgan
105__Murray
106__Muscogee
107__Newton
108__Oconee
109__Oglethorpe
110__Paulding
111__Peach
112__Pickens
113__Pierce
114__Pike
115__Polk
116__Pulaski
117__Putnam
118__Quitman
119__Rabun
120__Randolph

121__Richmond
122__Rockdale
123__Schley
124__Screven
125__Seminole
126__Spalding
127__Stephens
128__Stewart
129__Sumter
130__Talbot
131__Taliaferro
132__Tattnall
133__Taylor
134__Telfair
135__Terrell
136__Thomas
137__Tift
138__Toombs
139__Towns
140__Treutlen
141__Troup
142__Turner
143__Twiggs
144__Union
145__Upson
146__Walker
147__Walton
148__Ware
149__Warren
150__Washington
151__Wayne
152__Webster
153__Wheeler
154__White
155__Whitfield
156__Wilcox
157__Wilkes
158__Wilkinson
159__Worth

Failure to identify all counties served may result in the issuance of a payment to the applicant.

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303- 3180

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), City of Fairburn hereby agrees:
(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7);
2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7);
3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7).
4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made 10 (ten) business days upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.
 - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
 - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.
5. When notified that the household has been approved for a LIHEAP benefit via an official pledge or stop disconnection order by the Community Action Agency, the Home Energy Supplier must either establish service, restore service, prevent disconnection or deliver fuel. Prepaid or Pay-As-You-Go customers must be given a fourteen-day disconnection grace period whereby the Home Energy Supplier agrees to prevent disconnection and/or restore service at the time the Home Energy Supplier receives the pledge or stop disconnection order from the Community Action Agency.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

6. If the account is closed at the time the payment is received and the payment results in a credit balance, then a refund must be made (a) payable to the applicant (person applying for LIHEAP benefits) if the applicant has moved, or (b) payable to a surviving household member if the applicant is deceased. If a credit exists on the account and (a) the applicant has moved and cannot be located, or (b) the applicant is deceased and there are no surviving household members, then a refund should be made payable to the Community Action Agency that issued the payment. All refunds returned to the Community Action Agency must include the applicant's name, address, and the last four digits of the social security number for reference on the check or refund letter.
7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
 - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
 - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.
8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.
9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.
11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.
12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.
13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

14. To notify the State and the Community Action Agency of mergers and/or acquisitions and major system changes that affect account processing. Mergers and acquisitions may affect the Home Energy Supplier's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

**GEORGIA DEPARTMENT OF HUMAN SERVICES,
DIVISION OF FAMILY AND CHILDREN SERVICES**

By: _____

Director, Georgia Division of Family and Children Services

Date: _____

Home Energy Supplier: City of Fairburn

By: _____

Name: Elizabeth Carr-Hurst

Title: Mayor

Date: _____

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019

List of All Local Offices:

1. Home Energy Supplier Name: City of Fairburn

Contact Person: Tom Ridgway
Address: 56 Malone Street, Fairburn, GA 30213
Email Address: tridgway@fairburn.com
Telephone number: 770-964-2244
EIN or TAX Number: 58-6000575

2. Home Energy Supplier Name: _____

Contact Person: _____
Address: _____
Email Address: _____
Telephone Number: _____
EIN or TAX Number: _____

3. Home Energy Supplier Name: _____

Contact Person: _____
Address: _____
Email Address: _____
Telephone Number: _____
EIN or TAX Number: _____

4. Home Energy Supplier Name: _____

Contact Person: _____
Address: _____
Email: _____
Telephone Number: _____
EIN or TAX Number: _____

5. Home Energy Supplier Name: _____

Contact Person: _____
Address: _____
Email: _____
Telephone Number: _____
EIN or TAX Number: _____

**DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2019**

Return Original to:

**LIHEAP AND CSBG PROGRAMS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
GEORGIA DEPARTMENT OF HUMAN SERVICES
TWO PEACHTREE STREET, NW; 21st FLOOR, ROOM 276
ATLANTA, GEORGIA 30303-3180**

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303- 3180



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #5 WITH MORELAND ALTOBELLI FOR CONSTRUCTION MANAGEMENT SERVICES ON THE 2018 LMIG/TSPLOST PROJECT, ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS (18-006)

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

Submitted: 08/29/2018 Work Session: 09/10/2018 Council Meeting: 09/10/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this task order will be \$76,500.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #5 with Moreland Altobelli for Construction Management Services on the 2018 LMIG/TSPLOST Project (18-006, Roadway Improvements on Various City Roads).

HISTORY: The City solicited proposals in July 2016 for construction management services in order to better manage and deliver its LMIG and CDBG programs and other special projects as required. The purpose of the solicitation was to for the selected firm to provide these support services to the City's Engineering Department for two years. In response to the Request for Proposal (RFP) #16-005 for On-Call Construction Management Services, the City of Fairburn received proposals from five (5) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration and fee proposal the Selection Committee comprised of two staff Professional Engineers, the Director of Building and Property Management, and the Interim City Administrator selected Moreland Altobelli Associates, Inc. as the successful respondent. The Contract Award for On-Call Construction Management Services with Moreland Altobelli was approved at the September 12, 2016 City Council Meeting and the Notice of Award was issued on September 15, 2016.

FACTS AND ISSUES: The Contract Award with Moreland Altobelli for On-Call Construction Management Services was approved with the understanding that task orders associated with LMIG, CDBG and other specialty projects would be issued on an as need basis. As such, the attached task

order for construction management services on the 2018 LMIG/TSPLOST Project (18-006, Roadway Improvements on Various City Roads) has been provided for review and consideration.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #5 with Moreland Altobelli Associates, Inc. for Construction Management Services on the 2018 LMIG/TSPLOST Project, Roadway Improvements on Various City Roads (18-006) and authorize the Mayor to sign the Task Order for an amount not to exceed \$76,500.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor



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

Date: July 12, 2018
From: Chris Parypinski
Copy to: Buddy Gratton

Project: Roadway Improvements on Various City Roads,
Project Number 18-006
TO No.: 5

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the resurfacing work on Project Number 18-006

BACKGROUND INFORMATION

Moreland Altobelli Associates, LLC. has prepared this Task Order (TO) in accordance with our Master Services Agreement dated September 12, 2016. This task order has been prepared to assist the City of Fairburn with Construction Management Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

Task 1 – Construction, Engineering and Inspection Services

- Provide inspection services for the resurfacing, milling, patching, striping, and structure adjustments of the approved roads in the contract with Baldwin Paving Inc. for Project Number 18-006
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of \$76,500.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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



Authorization:

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

Authorized by: _____

Title: Mayor

Print Name: Elizabeth Carr-Hurst

Date: _____

July 10, 2018

Moreland Altobelli Associates, Inc.

Roadway Improvements on Various City Roads Project Nuber 18-006

CEI Services
City of Fairburn

PERSONNEL COSTS:		EST HRS	RATE/HR	COST(\$)
CONSTRUCTION ENGINEERING AND INSPECTION				
INSTRUCTION SERVICES MANAGER	40	\$100.00	\$4,000	
SENIOR INSPECTOR	960	\$67.00	\$64,320	
SUPPORT SERVICES ENGINEER	60	\$75.00	\$4,500	
SUBTOTAL			\$72,820	
DIRECT COSTS				
REPRODUCTION/PLOTTING			\$0	
TRAVEL AND MISC. DIRECT COSTS			\$3,680	
TOTAL DIRECT COSTS			\$3,680	
TOTAL COST			\$76,500	

September 15, 2016

Mr. Buddy Gratton, PE
Moreland Altobelli Associates, Inc.
2450 Commerce Avenue
Duluth, GA 30096-8910

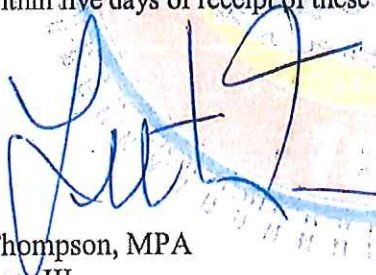
Re: Notice of Award - **RFP# 16-005 - On-Call Construction Management Services**

The City has considered the proposal submitted by your firm for the above described work in response to its Request For Proposal (RFP) dated July 20, 2016.

You are hereby notified that your proposal has been accepted for services outlined in the Scope of Services provided and will be further detailed and outlined in each task order developed for work assigned.

Please return an acknowledged copy of this Notice of Award to the Owner and the original executed agreement within five days of receipt of these documents.

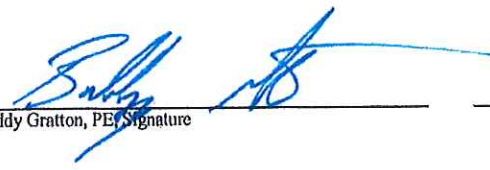
Sincerely,


Lester M. Thompson, MPA
Civil Engineer III

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Moreland Altobelli Associates, Inc.


Buddy Gratton, PE, Signature

9/22/16
Date

CITY OF FAIRBURN

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 12th day of September, 2016 by and between MORELAND ALTOBELLI ASSOCIATES, INC., a Georgia corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated August 5, 2016, and approved by City Council on September 12, 2016:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated August 5, 2016 (Attachment 1);
 - (b) Compile or provide the necessary database of information to complete the scope of work;
 - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
 - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

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

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

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

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

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

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

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

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

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

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

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

6. Duration and Termination. This Agreement shall remain in effect until September 30, 2018, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the

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

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

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

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

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

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

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

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

[Signature page follows]

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

CONTRACTOR:

Address:

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

MORELAND ALTOBELLI ASSOCIATES, INC., a
Georgia corporation

By: 
President

Date signed by Contractor:

September 22nd, 2016

[CORPORATE SEAL]



CITY:

Address:

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

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

By: 
Mayor

Date signed by City:

September 12, 2016

Mayor

Attest: 

City Clerk

Approved as to form:



City Attorney



SCOPE

The scope of the work includes construction management of the City's LMIG and CDBG programs for a period of three years, and other special projects as required.

1. Generally.

- a. Meet with appropriate City staff, end user representatives (tenants, 3rd party stakeholders as necessary), and consultants to establish a consensus scope for the project and develop agreement among the parties about project delivery roles, metrics, and assumptions.
- b. Establish a written schedule for each project using the information provided by the City or City's design consultant, provide the appropriate means to keep the City informed as to key milestones achieved, current status, and potential delays, and accomplish project delivery according to the project deadline.
- c. Prepare an increasingly detailed project budget and notify the City when the scope begins to encroach into the established financial limits. Where quality, cost and schedule are in competition for the same resources, the successful consultant will have authority and the accountability for determining the prevailing driver. Monitor stakeholder expectations accordingly and maximize the value purchased in all phases.
- d. Coordinate with other professional staff and consultants associated with the design and engineering activities of the projects with the responsibility for maintaining a strict adherence to schedule, milestones, deadlines, and budgets.
- e. Attend meetings. Attend meetings with the owner, prospective tenant, construction manager, or regulatory agencies to review project status, design criteria, regulatory requirements, and program requirements of the end user.
- f. Maintain complete file history of all project-related documentation and coordinate delivery of same at the conclusion of the project in hardcopy and electronic formats, complying with the requirements of the open records laws of the state of Georgia. Ensure adequate and detailed record-keeping throughout the process.

2. Design Support.

- a. Monitor design process to ensure plans follow and are in keeping with the scope and expectations for the project.
- b. Coordinate with all design entities such as MEP, Civil, LA, and support services necessary to keep the project moving and to eliminate location conflicts. Anticipate lead times for database preparation on the project. This may include consultants engaged by the tenant/end-user for security, telecommunications, and data system design and installations.

- c. Monitor compliance with environmental goals for the project related to the City's sustainability policies and project expectations that might not be readily expressed as project requirements or regulations.
- d. Promptly review pay applications for other professional consultants on the project and recommend to the City for payment.
- e. Coordinate the conceptual site plan, color rendering(s), study models, sketches, and elevation review process of the project with the Planning & Zoning Commission and City Council. Submit all as the applicant on behalf of the City.
- f. Provide a constructability, conflict-minimization, and life-cycle cost review of the project elements and monitor throughout the design phase.
- g. Review final bid documents and authorize for procurement of the construction contract to include final site plan, building plans, construction details, contract documents, general and supplemental conditions, and instructions to bidders.
- h. Coordinate with any City-initiated independent multi-disciplinary review of all plan sheets to help ensure a conflict, change order, and delay-resistant construction phase. Update all plan sheets and bid documents accordingly.

3. Bidding.

- a. Recommend and manage a prequalification process as necessary on the project and develop a vendor list of appropriate contractors.
- b. Prepare project advertisement and ensure its release, monitoring the minimum time required for same prior to the bid date.
- c. Ensure the professional design consultant maintains a plan holder list, RFI log, issues addenda, and posts same on the website.
- d. Ensure the pre-bid meeting is handled by the design consultant with adequate representation from sub consultants as necessary. Record attendance list, questions and provide responses to questions from the pre-bid conference. Distribute same as an addendum to the bid documents.
- e. Ensure that requests for information, clarification, or substitutions are responded to by the design consultant in a timely manner.
- f. Attend bid opening conference, record and certify bids, review and evaluate bids with the design professional(s) and provide a recommendation to the City. Ensure compliance with all federal, state, and local procurement policy requirements as appropriate to the project type, scale, and dollar amount.

4. Permitting & Construction.

- a. Meet with owner, owner's design consultant, and contractor for a pre-construction conference.
- b. Manage submittals, shop drawings, material selections, and color selection review associated with the project.
- c. Coordinate with contractor for materials testing and quality assurance program, keeping records of same.
- d. Maintain all records associated with any environmental compliance, safety, or sustainability policy compliance programs (LEED, Energy Star, NPDES-stormwater, etc.). Ensure compliance with all permit requirements associated with all federal, state, and local environmental and safety requirements for construction. Maintain a minimum Level IA NPDES certification for all staff assigned to the site.
- e. Review and approve all pay applications, change order requests, quantities, and workmanship on a regular basis (not less than monthly, but as progress demands more often). The successful consultant will have authority to reject substandard work identified and recommend replacement or non-payment to the owner or owner's representative.
- f. Attend a substantial completion inspection, compile deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue the certificate of substantial completion as necessary. Notify the owner or owner's representative of same.
- g. Attend a final completion inspection, compile any remaining deficiencies (punch list) and follow up with the contractor on behalf of the City. Prepare and issue a certificate of final completion. Notify the owner or owner's representative of same and authorize the release of retainage.
- h. Coordinate with the contractor and professional design consultants for as-built record documents and all contract close-out documents. Review and approve prior to submittal to the owner.
- i. Prepare written reports of all site visits, progress meetings, inspections, evaluations, communication with the contractor and submit to the owner or owner's representative on a monthly basis during the construction phase.

5. Post Construction.

- a. Coordinate FF&E design, layout, and installation on behalf of the City and with any 3rd party consultants engaged by the City.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF 2018 LMIG/TSPLOST ROAD IMPROVEMENTS PROJECT CONTRACT AWARD

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

Submitted: 08/29/2018

Work Session: 09/10/2018

Council Meeting: 09/10/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The 2018 Local Maintenance & Improvement Grant (LMIG) award of \$179,259.72 from the Georgia Department of Transportation (GDOT) has already been received. Approximately \$1,986,600.84 of the \$8,290,154.00 in proposed TSPLOST City-Wide Road Resurfacing funds will also be required, for a budget total impact of approximately \$2,165,860.56.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the 2018 LMIG/TSPLOST Road Improvement Project Contract Award with Baldwin Paving Company, Inc for an amount of \$2,289,810.12.

HISTORY: The City of Fairburn receives an annual grant of approximately \$170,000 in LMIG funds for various road improvements. During the last several years we have added General Fund monies to that amount to make approximately \$350,000 in improvements.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$8,290,154.00 to City-Wide Road Resurfacing.

FACTS AND ISSUES: This year's LMIG check in the amount of \$179,259.72 was received the week of February 5th from the Georgia Department of Transportation (GDOT). These funds will again be combined with Transportation Special Local Option Sales Tax (T-SPLOST) funds in order to take advantage of the economies of scale and satisfy the LMIG match requirements with T-SPLOST funds instead of General Funds as in previous years. With this year's project we will again focus our resurfacing efforts on the heart of the City (downtown) in preparation for the

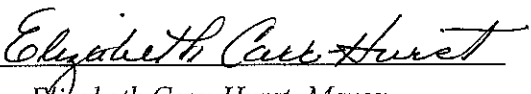
implementation of Downtown LCI Project and extend future efforts to its extremities. In addition to areas in close proximity to downtown, this year's project list also contains other priorities and cooperative efforts identified by Staff.

The Invitation for Bid (IFB#18-006, Roadway Improvements on Various City Roads) was advertised on May 16th. The bid opening was bid opening date was June 15th, 2018 at 3:00 pm at which time the four (4) bids were opened and read aloud. After completion of the bid evaluation, it was determined that Baldwin Paving Company, Inc. was the lowest responsive and responsible bidder with a bid price of \$2,289,810.12.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the 2018 LMIG/TSPLOST Road Improvements Project Contract Award to Baldwin Paving Company, Inc. at a bid price of \$2,165,860.56.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor

BID OPENING RESULTS
IFB 18-006 ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS
CITY OF FAIRBURN, GEORGIA

BID OPENING: JUNE 15, 2018 - 3:00 P.M.

	PLAN HOLDERS	BID BOND	ADDENDUM #1	BASE BID	ADD ALTERNATE #1	GRAND TOTAL
1	H.E.H Paving, Inc.					
2	CW Matthews Contracting Co. Inc.	✓	✓	2,291,195.72	\$ 145,695.95	2,436,891.67
3	Mullins Brothers Paving Contractors, Inc.	✓	✓	2,375,359.92	\$ 138,262.00	2,513,621.92
4	ConstructConnect (ISQ FT, Inc.)					
5	E.R. Snell					
6	Shepco Paving					
7	Stewart Brothers, Inc.	✓	✓	\$ 2,281,184.64	\$ 133,779.34	2,414,963.98
8	Baldwin Paving Co. Inc.	✓	✓	\$ 2,165,860.56	\$ 123,949.56	2,289,810.12

Notes:

- 1 Acknowledged addendum #1

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

LESTER THOMPSON

MARCEIA LINDLEY

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

ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

BASE BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- including Bituminous Material, Lime and Tack Coat	TN	362	169.00	61178.00
2	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat @1.5"	TN	13610	91.00	1238510.00
3	Milling (1.5")	SY	161,238	2.67	430505.46
4	Adjust Manhole to Grade	EA	88	2008.35	176294.80
5	Adjust Water Valve to Grade	EA	33	1079.00	35607.00
6	Striping, Ther. 5-inch yellow	LF	99,803	.71	70860.13
7	Striping, Ther. 5-inch white	LF	81,093	.71	57576.03
8	Striping, Ther. 24-inch white	LF	756	8.92	6743.52
9	Striping, Ther. Rt. Arrow Pavement Marking	EA	38	89.22	3390.36
10	Striping, Ther. (ONLY) Pavement Marking	EA	21	118.96	2498.16
11	Striping, Therm. (SCHOOL) Pavement Marking	EA	2	297.41	594.82
12	Striping, Therm. Railroad (RXR) Pavement Marking	EA	2	535.34	1070.68
13	Traffic Print Textured Paving Crosswalk	SF	3000	19.22	57660.00
14	Raised Pavement Markers, TP 1	EA	4910	4.76	23371.60
			TOTAL	\$	2,165,860.56

Company Name BALDWIN PAVING CO

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

ADD ALTERNATE 1 BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- including Bituminous Material, Lime and Tack Coat	TN	50	169.00	8450.00
2	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat @1.5"	TN	735	91.00	66885.00
3	Milling (1.5")	SY	9100	2.67	24297.00
4	Adjust Manhole to Grade	EA	4	2003.35	8013.40
5	Adjust Water Valve to Grade	EA	4	1079.00	4316.00
6	Striping, Ther. 5-inch yellow	LF	6800	.71	4828.00
7	Striping, Ther. 5-inch white	LF	6800	.71	4828.00
8	Striping, Ther. 24-inch white	LF	48	8.92	428.16
9	Raised Pavement Markers, TP 1	EA	400	4.76	1904.00
		TOTAL		\$	123949.56

Company Name BALDWIN PAVING Co. INC.





CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF CONDEMNATION AT PARCEL 2 ON THE DOWNTOWN LCI STREETScape PROJECT

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

Submitted: 08/29/2018 Work Session: 09/10/2018 Council Meeting: 09/10/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact has yet to be determined, however potential condemnations have been accounted for in the project's right-of-way acquisition funding.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve condemnation at Parcel 2 (Hudson Plaza, LLC/CVS) on the Downtown LCI Streetscape Project.

HISTORY: The Livable Centers Initiative (LCI) Streetscape Project along US 29/SR 14/W. Broad Street here in Fairburn is currently in the right of way phase. The Notice to Proceed (NTP) to initiate right of way acquisition activities was received on May 26, 2017.

FACTS AND ISSUES: Condemnation is being considered at Parcel 2 (Hudson Plaza, LLC/CVS) because the Owner has requested several special stipulations be granted prior to approving the option agreement. Upon review of these requests by Staff and the City Attorney's office, it has been determined that the City is unable to satisfy his requests. As such, we are left with two options; pursue condemnation or revise the plans to stay within the existing right-of-way with our improvements. Attached are the exhibits that loosely demonstrate the difference between acquiring or not acquiring what we need on Parcel 2.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the pursuit of condemnation.

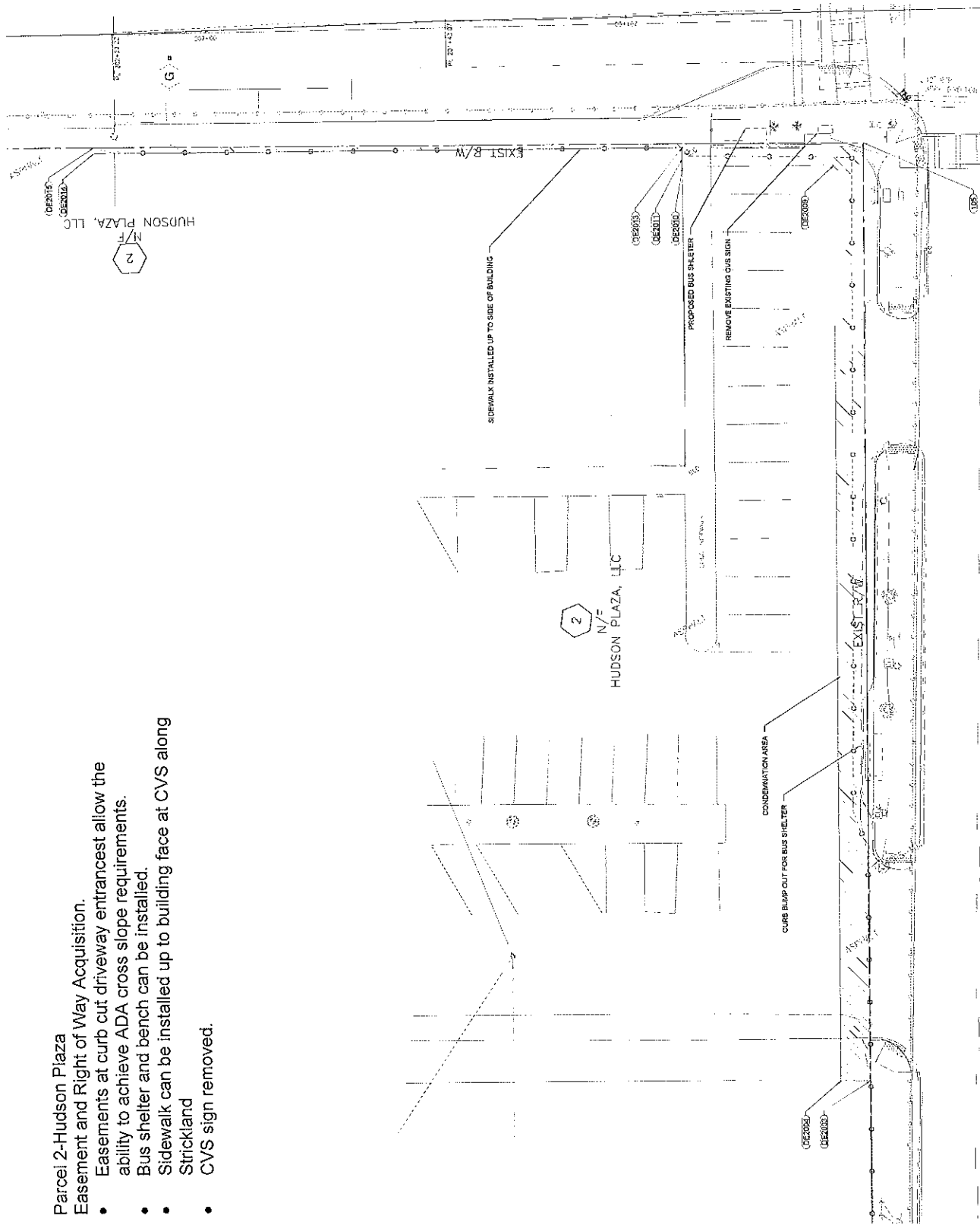
Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

Easement and Right of Way Acquisition.

Easement and Right of Way Acquisition.

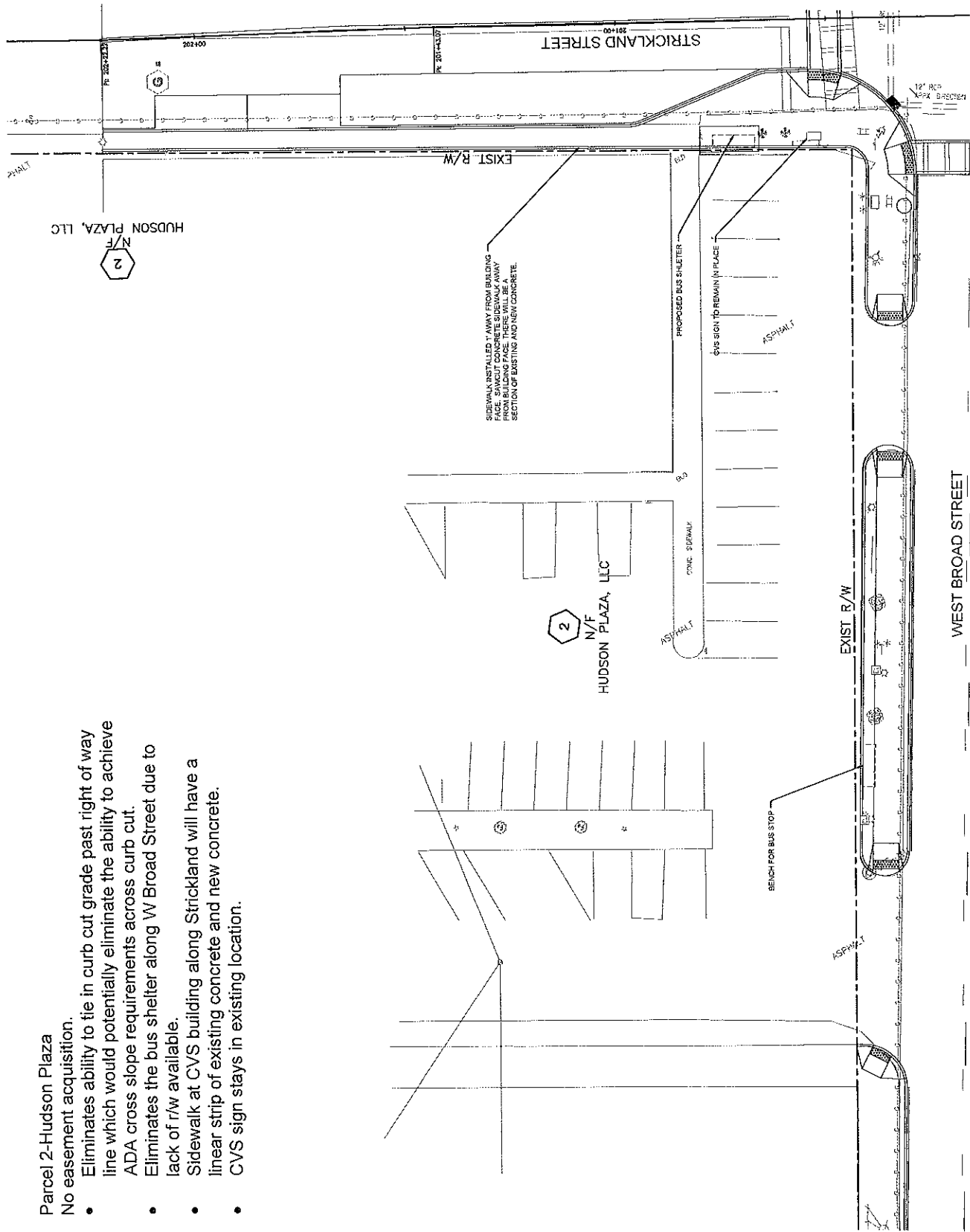
- Easements at curb cut driveway entrance allow the ability to achieve ADA cross slope requirements.
- Bus shelter and bench can be installed.
- Sidewalk can be installed up to building face at CVS along Strickland
- CVS sign removed.



Parcel 2-Hudson Plaza

No easement acquisition.

- Eliminates ability to tie in curb cut grade past right of way line which would potentially eliminate the ability to achieve ADA cross slope requirements across curb cut.
- Eliminates the bus shelter along W Broad Street due to lack of r/w available.
- Sidewalk at CVS building along Strickland will have a linear strip of existing concrete and new concrete.
- CVS sign stays in existing location.





CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR SUPPLEMENTAL FUNDING FOR THE OAKLEY INDUSTRIAL BOULEVARD AND BOHANNON ROAD FULL-DEPTH RECLAMATION PROJECT

(X) AGREEMENT
() ORDINANCE

() POLICY / DISCUSSION
() RESOLUTION

() CONTRACT
() OTHER

Submitted: 09/04/2018

Work Session: 09/10/2018

Council Meeting: 09/10/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of \$578,893.52 in project funding.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide supplemental funding for the Oakley Industrial Boulevard and Bohannon Road Full-Depth Reclamation (FDR) Project.

HISTORY: The City of Fairburn requested funding assistance from the South Fulton CID to supplement proposed TSPLOST project funding for the Oakley Industrial Boulevard and Bohannon Full-Depth Reclamation Project.

FACTS AND ISSUES: The proposed IGA is the South Fulton CID's formal response to the aforementioned request. In order to be reimbursed approximately \$578,893.52 in construction funding the IGA with the South Fulton CID must be processed.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the South Fulton CID for the Oakley Industrial Boulevard and Bohannon Road Full-Depth Reclamation Project.



Donna M. Gayden, City Administrator



Elizabeth Carr-Hurst, Mayor

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

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

WHEREAS, the CITY has proposed 3 roadway reclamation projects (each hereinafter referred to as a "PROJECT") which have been bid out by the CITY and will be partially funded by TSPLOST; and

WHEREAS, the CITY hasn't identified the balance of the funding (hereinafter referred to as "Gap Funding") necessary to construct the PROJECTS; and

WHEREAS, the PROJECTS are within the boundaries of the CID; and

WHEREAS, the CID is willing to provide a portion of the Gap Funding upon certain conditions contained in this Agreement; and

WHEREAS, the CITY and CID wish to contract with one another "for joint

services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §111, ¶I (a).

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

1. The PROJECTS are identified as follows:

- (a) Oakley Industrial Boulevard from SR 74 to Bohannon
- (b) McClarin Road from SR 74 to Bohannon
- (c) Terminus Drive

2. The associated amount of Gap Funding necessary to construct the PROJECTS is as follows:

- (a) \$181,224.23
- (b) \$406,409.23
- (c) \$388,929.34

3. The CITY shall undertake and assume all responsibilities for the design, acquisition of right of way, construction, and maintenance of the PROJECTS provided all Gap Funding is secured.

4. The CID will provide up to the following Gap Funding for a PROJECT on a reimbursement basis to the CITY provided the CITY secures the remainder of the Gap Funding from sources other than the CID and constructs a PROJECT:

- (a) \$181,224.23
- (b) \$203,204.62
- (c) \$194,464.67

5. The foregoing commitment from the CID expires for a PROJECT should

the additional Gap Funding not be secured, and construction not begin, by December 31, 2019.

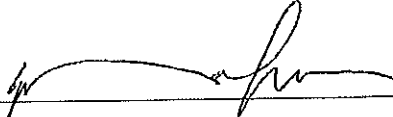
6. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

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

CITY OF FAIRBURN, GEORGIA

SOUTH FULTON COMMUNITY
IMPROVEMENT DISTRICT

By: _____

By:  _____

Mayor

Chairman

Date: _____

Date: Aug 17, 2018



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FAIRBURN FIRE DEPARTMENT BABY SAFE HAVEN LOCATIONS

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: 08/31/2018

Work Session: 09/10/2018

Council Meeting: 09/10/2018

DEPARTMENT: Fire

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: To designate the Fairburn Fire Departments as "BABY SAFE HAVEN" locations.

HISTORY: In the 1990's there was a surge of infant deaths due to unsafe abandonment. To combat this issue, all 50 states including the District of Columbia, have passed Safe Haven Legislation that removes the risk of prosecution so long as the child is without harm and rendered to the proper authorities. In 2014, a national report indicated there were 24/1000 children victimized under age 1.

FACTS AND ISSUES: Mothers (who have the option of leaving personal information) can hand over the child to a staff member as long as the child is 30 days old or younger, without fear of prosecution. The staff member will then follow the attached flow chart to safely transition the baby to the proper authorities.

RECOMMENDED ACTION: It is recommended that the Fairburn Fire Department partners with the National Safe Haven Alliance the Hope Box Organization to become "BABY SAFE HAVEN" locations.

A handwritten signature in black ink, appearing to read "Donna M. Gayden".

Donna M. Gayden, City Administrator

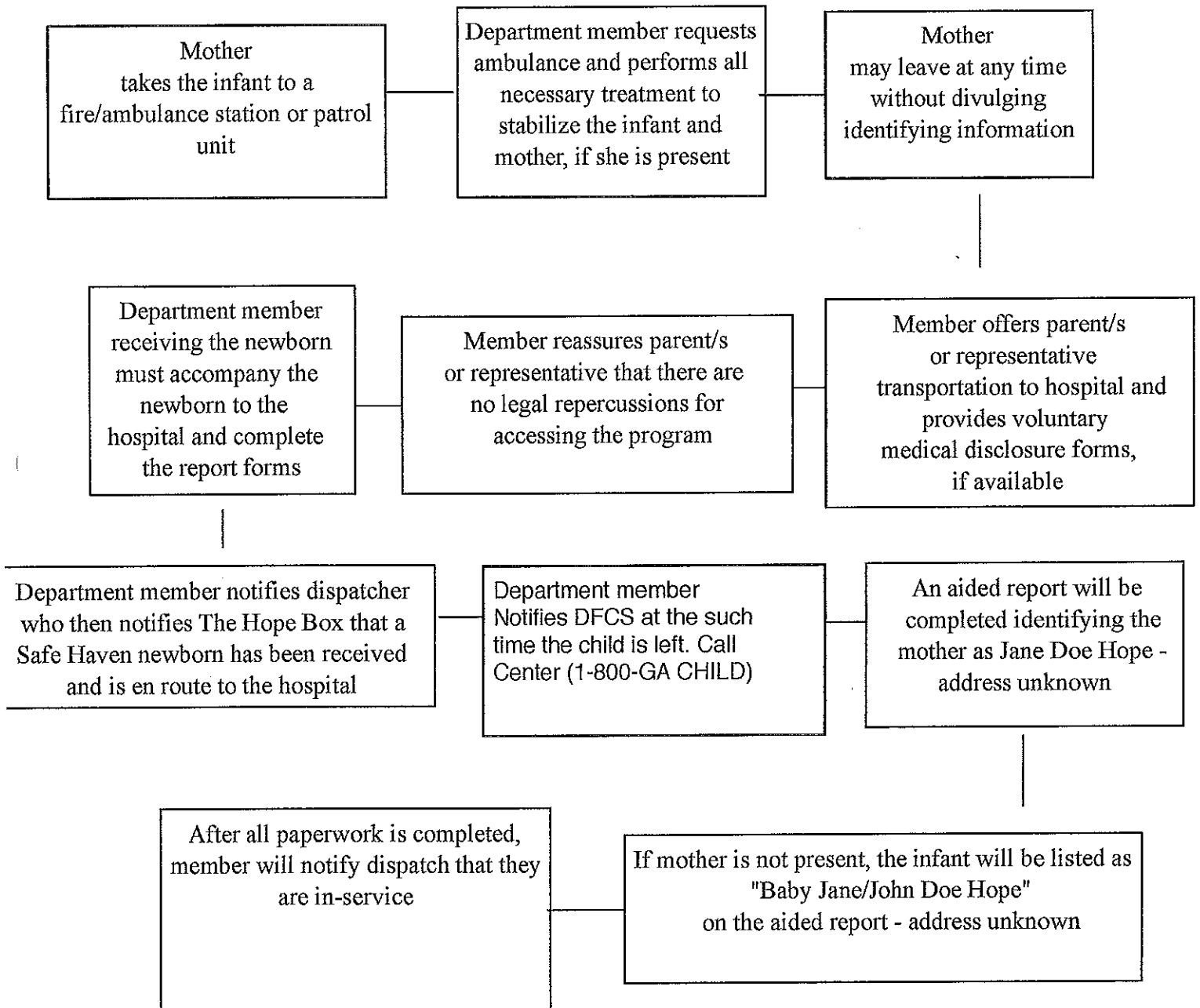
A handwritten signature in black ink, appearing to read "Elizabeth Carr-Hurst".

Elizabeth Carr-Hurst, Mayor

THE HOPE BOX



Fire/Ambulance Department Flow Chart



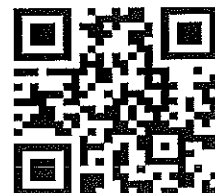
BABY SAFE HAVEN

Your baby is
safe here and
at any hospital,
fire station or
police station.

Mother's unable to care for their baby,
30 days old or younger, can hand
them to a staff member, without fear
of prosecution. You may, but will not
be required to leave your information.
Your newborn is safe here.

**YOU DON'T HAVE TO ABANDON YOUR BABY.
YOU HAVE A CHOICE!**

**Call 911 or
678.626.7550**



THE
HOPE ♥ BOX



GET MORE INFO

Address 3330 Cobb Parkway

Suite 324-180

Acworth, GA 30101

Email volunteer@thehopebox.org

Phone +1-770-765-6301

Online www.thehopebox.org



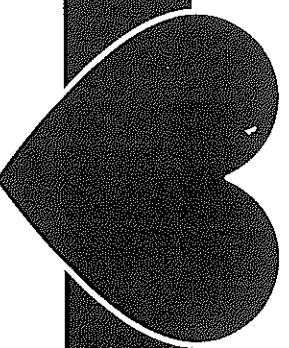
@thehopeboxorg



@thehopebox



Children less than one year old are the most vulnerable to death and abuse. This age group ranks highest of children victimized by maltreatment, abuse, neglect, and abandonment, and the rates are rising each year. The Hope Box is here to establish a decrease in these numbers.



THE
HOPE  BOX

ACCOMPLISH
GREATNESS
TOGETHER

THE HOPE BOX

Est.  2014

2017
501(C)3
THE HOPE BOX

THE HOPE BOX IS

A nonprofit organization that specializes in creating safe and anonymous facilities for mother and fathers who are unable or unwilling to feed, clothe, or shelter their newborn baby, to surrender their baby knowing they will be adopted to a forever family.



"The Hope Box rescues 'at risk' babies. Without it babies die."

Tom Tanner

Lead Pastor, Riverstone Church

WE PROVIDE

A safe, no questions asked facility.
Complete anonymity at each Hope Box.
Immediate medical assistance for infants.
Rescue teams for those unable to reach a facility.
Community involvement through partnership, resources, and outreach.
Education, awareness, and community transformation to provide hope.



Children
victimized



Children
victimized
under age 1



Estimated
children
victimized in
America

GET INVOLVED

Be the change in your community!
We are seeking those with a heart to serve as a volunteer using their talents and expertise. Join our great team of leaders in bringing the Hope Box to your city.

CONTACT US

Email volunteer@thehopebox.org

Phone +1-770-765-6301

Online www.thehopebox.org

