



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
May 14, 2018  
6:00 PM

### **WORKSHOP AGENDA**

- I. Meeting Called to Order: **The Honorable Elizabeth Carr-Hurst, Mayor**
- II. Roll Call: City Clerk
- III. Presentations:
  1. Fairburn Fire Department Chief John D. Reed, Jr.
  2. Parks and Recreation Department Ms. Chapin Payne
- IV. Council Discussion
- V. Review of Agenda Items for Council Session
- VI. Adjournment



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
May 14, 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 Hattie Portis-Jones  
The Honorable Ulysses Smallwood

Ms. Donna M. Gayden  
Mr. Randy Turner

City Administrator  
City Attorney

- I. Meeting Called to Order:
- II. Roll Call:
- III. Invocation:

The Honorable Mayor Carr-Hurst  
Shana T. Moss  
Rev. Edward Best, Jr.  
St. Mark United Methodist Church

- IV. Pledge of Allegiance:
- V. Presentations:

In Unison  
Fairburn Fire Department  
Parks and Recreation Department

- VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.

- VII. Adoption of the Council Agenda:

Councilmembers

- VIII. Adoption of Consent Agenda Items:

Councilmembers

- IX. Adoption of City Council Minutes:
  - 1. April 23, 2018

Councilmembers



X. Public Hearing:

**Planning and Zoning**

Ms. Kimberly Mitchell

1. Rezoning 18RZ-002-Battery Source. Denial of a request to zone 1.034 acres from PD (Planned Development) to PD (Planned Development) to remove the condition that prohibits Major Group 55 and Major Group 75 uses in the area designated as commercial in Ordinance No. 98-07.

2. **Planning and Zoning**

Ms. Kimberly Mitchell

Text Amendment 18TA-001-Highway 74 Overlay District Site Development Standards-Gasoline Service Stations. For Mayor and Council to review the proposed text amendment- for gasoline service stations.

3. **Planning and Zoning**

Ms. Kimberly Mitchell

Rezoning 18RZ-001-SCP Acquisition Concurrent Variances 18CV-004 & 18CV-005. Conditional approval of a request to rezone the subject property from C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to RM-36 (Multi-family Residential District) to allow the development of 280 multi-family units with concurrent variances.

XI. Agenda Items:

4. **Utilities**

Mr. Tom Ridgeway

MEAG Power Sales Contract Amendment. For Council to authorize the Mayor to execute an Amendment to the MEAG Power Sales Contract, as approved by the MEAG Power Board of Directors.

5. **Parks and Recreation**

Ms. Chapin Payne

For Mayor and Council to review and approve the contract for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. afterschool and summer camp program starting May 24, 2018.

6. **Police Department**

Interim Chief Bazydlo

The Police Department is requesting approval to utilize seized funds for the purchase of two (2) Ford Explorer Vehicles.

7. **Engineering**

Mr. Lester Thompson

For Mayor and Council to approve the Contract with Moreland Altobelli for Professional Engineering Services and the initial task order for this proposed project.

8. **Code Enforcement**

Ms. Donna M. Gayden

Extension of the Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia and Fairburn, Georgia.

XII. Executive Session\*-None

1. Approval of Minutes of April 23, 2018

XIII. Council Comments:

Councilmembers

XIV. Adjournment:

\*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 PRESENTATION

**SUBJECT:** Presentation

**Date Submitted:** 05/08/2018

**Date Work Shop:** 05/14/2018

**Date Council Meeting:** 05/14/2018

**DEPARTMENT:** Fire Department

**BUDGET IMPACT:** None

---

**PURPOSE:** The Fire Chief, John Reed, Jr. would like to present the Fire Department Chaplain, Pastor Gary K. Taylor, Sr. his Chaplain uniform in the presence of Mayor and Council.

**ADMINISTRATORS COMMENTS:**

**RECOMMENDED ACTION:**

*Donna M. Gayden, City Administrator*

*Elizabeth Carr-Hurst, Mayor*



## CITY OF FAIRBURN PRESENTATION

**SUBJECT:** Presentation

**Date Submitted:** 05/08/2018

**Date Work Shop:** 05/14/2018

**Date Council Meeting:** 05/14/2018

**DEPARTMENT:** Park and Recreation

**BUDGET IMPACT:** None

---

**PURPOSE:** Ms. Chapin Payne would like to present the City of Fairburn's 2018 Track Team to Mayor and Council.

**ADMINISTRATORS COMMENTS:**

**RECOMMENDED ACTION:**

*Donna M. Gayden, City Administrator*

*Elizabeth Carr-Hurst, Mayor*



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

**SUBJECT: REZONING 18RZ-002 - Battery Source**

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

**Planning and Zoning Commission: 05.01.18**

**Mayor and City Council: 05.14.18**

**DEPARTMENT:** Community Development/Planning and Zoning

**BUDGET IMPACT:** None

**PUBLIC HEARING:** ( X ) Yes      ( ) No

---

**DENIAL** a request to rezone 1.034 acres from PD (Planned Development) to PD (Planned Development) to remove the condition that prohibits Major Group 55 and Major Group 75 uses in the area designated as commercial in Ordinance No. 98-07.

**APPLICANT/PETITIONER INFORMATION**

Applicant: Ross Glass, Battery Source

Property Owner: Dewey White, White Brookwood, LLC

**PROPERTY INFORMATION**

**Address, Land Lot(s), and District:**

Hwy 74/Senoia Road, 09F020100121014, Land Lot 12,

**Size:**

1.034 acres

**Current Zoning and Use:**

PD (Planned Development), Vacant

**Overlay District:**

Highway 74 Overlay District

**Comprehensive Plan/Future Land Use:**

Highway Mixed Use

**Proposed Zoning:**

PD (Planned Development District)

**MEETING & HEARING DATES**

**Planning & Zoning Commission Meeting**

May 1, 2018

**Mayor & Council Hearing**

May 14, 2018

**INTENT**

To rezone 1.034 acres from PD (Planned Development District) to PD (Planned Development District) to remove the condition that prohibits Major Group 55 and Major Group 75 uses in the area designated as commercial in Ordinance No. 98-07.

**EXISTING LAND USE OF ABUTTING PROPERTIES**

**North:** PD (Planned Development District) and C-2 (General Commercial District)

**East:** C-2 (General Commercial District), RM-8 (Multi-family Residential District) and PD (Planned Development District)

**South:** PD (Planned Development District), C-2 (General Commercial District) and O&I (Office Institutional)



## This is a detailed street map of a suburban neighborhood. The map features several winding residential streets, including Meadow Glen Way, Highland Parkway, Meadow Glen Drive, Meadow Tree, Trotters Cir, Champion Trl, and Bluegrass Vw. A prominent road, likely Highway 74, runs vertically through the center-right of the map. A large, irregularly shaped area is shaded in solid red, situated between Meadow Glen Drive and Highway 74. To the right of the red area, there are more streets such as Revere Trl, Plantation Rd, Ashlyn Dr, and Modern Way. Small blue patches represent water bodies or parks. The map also shows some commercial buildings and parking lots along the main thoroughfare.

This is an aerial map of a residential area. The map is divided into several colored zones: yellow (PD), orange (RM-8), and red (C-2). A red dashed line runs diagonally across the map, starting from the top right and ending near the bottom center. The line is labeled '18RZ-002' in a box at the top right. The map includes several street names: 'MEADOW GLEN CIR', 'MEADOW GLEN PASS', and 'BLUEGRASS VIEW'. There are also labels for 'PD' (Public Use), 'RM-8' (Residential Medium Density), and 'C-2' (Community Center). A red arrow points to a specific location on the map, near the intersection of the red dashed line and a road. The map also shows a river or stream running through the area, and some buildings and trees are visible.

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

As stated in the applicant's letter of intent, dated April 2, 2018, the applicant is proposing to develop "a retail sale center for new/used golf carts and batteries of all shapes and sizes, from the largest excavator or tractor to the smallest wrist watch. The proposed retail store will be 4,480 square feet with two (2) battery exchange areas and outdoor storage area.

In February 1998, the City of Fairburn City Council approved the annexation and rezoning of the subject property from Fulton County AG-1 and C-2 to PD (Planned Development District) with conditions. The proposed development of the subject property included 86.948 acres of single-family detached residential, 26.211 acres of multi-family residential, 31.854 acres of commercial and 13.052 acres of industrial, which is now known as the Meadow Glen Planned Development. The conditions prohibited Major Group 55 and Major Group 75 as well as all conditional uses under the C-2 (General Commercial District) regulations in the areas designated for commercial uses on the conceptual site plan. (See attached Annexation Exhibit and Concept Plan)

The 1987 Standard Industrial Classification Manual (SIC) Major Group 55 and Major Group 75 consist of industries in the following categories: retail dealers selling new and used automobiles, boats, recreational vehicles, utility trailers, and motorcycles including mopeds; those selling new automobile parts and accessories; and gasoline service stations; automobile repair shops maintained by establishments engaged in the sale of new automobile are also included; establishments primarily engaged in selling used automobile parts in wholesale trade and industrial and establishments primarily engaged in furnishing automobile repair, rental, leasing, and parking services to the general public. All of the above-mentioned uses are prohibited in the areas of the subject property designated as commercial. (See attached SIC Major Group 55 and Major Group 75)

Based on the condition from the 1998 rezoning petition, Ordinance No. 98-07, the proposed use of the property for automobile repair/service and sale of automobiles, including automobile parts and accessories is not suitable for the Meadow Glen Planned Development.

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

The staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding area consists of: PD (Planned Development District) and C-2 (General Commercial District) to the north; PD (Planned Development District), C-2 (General Commercial District) and O&I (Office Institutional) to the south; C-2 (General Commercial District), RM-8 (Multi-family Residential District) and PD (Planned Development District) to the east and PD (Planned Development District) to the west.

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

The staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

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

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

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

The staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the property as Highway Mixed Use. The applicant is requesting to remove a zoning condition which prohibits the use of the subject property for automobile repair/service and sale of automobiles, including automobile parts and accessories. There is no change to the existing zoning designation of the subject property.

**Highway Mixed Use Development Strategies**

- Vibrant commercial corridors that provide a comprehensive array of goods and services to Fairburn residents as well as Coweta and Fayette County residents
- Smaller scale, walkable retail centers with a variety of stores and shops
- Developments that are accessible and safe for pedestrians and cyclists, as well as automobiles
- To promote a variety of housing types in the area
- Limit multi-family densities to no more than 16 units/acre.
- Building height should be limited to three (3) stories
- Multi-family and townhouses should be used as a transition from the intense commercial use to the residential uses

**Appropriate Land Use**

- Retail Sales of Goods (Clothing, Shoes, Accessories, Gifts, Sporting Goods, etc.)
- Grocery Stores
- Restaurants/Cafés
- Drug Stores/Pharmacies
- Dry Cleaners
- Medical and Professional Offices/Other Service Providers
- Theaters
- Multi-family Residential and Townhouses

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

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

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

The staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn.

**RECOMMENDATION**

It is the opinion of staff that the rezoning request is in conformity with the current Future Land Map, which recommends Highway Mixed Use. However, zoning conditions specified in Ordinance 98-07 prohibit the use of the property for automobile repair/service and sale of automobiles, including automobile parts and accessories (Major Group 55 and Major Group 75). Therefore, based on these reasons, staff recommends **DENIAL** of the rezoning petition.

Should the Mayor and City Council decide to rezone the subject property from PD (Planned Development District) to PD (Planned Development District) to remove the condition that prohibits Major Group 55 and Major Group 75 uses in the area designated as commercial, staff recommends the approval be subject to the following conditions:



The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To restrict the use of the subject property as follows:

- a. Retail store and accessory uses
- b. Permitted uses under C-2 (General Commercial District), excluding recycling centers, heavy equipment leasing and renting, and all C-2 (General Commercial District) uses requiring the approval of a Use Permit.

2. To provide the following site development standards:

- a. The development shall meet the requirements of Chapter 80. Article II. Section 80-90 Highway 74 Overlay Districts standards unless a variance is granted through the normal variance procedures.
- b. Outdoor storage of materials and equipment shall be completely screened from public view and adjacent properties by an opaque screening device approved by the Community Development Department Director.
- c. Inter-parcel access shall be provided between adjacent properties.
- d. Only the outdoor display of golf carts is allowed. The outside display of golf carts shall occur only during business hours and shall be removed at the close of each business day.
- e. No more than ten (10) golf carts shall be displayed outside each business day.

The Planning and Zoning Commission reviewed this rezoning petition on May 1, 2018 and recommended **approval conditional**.

**ATTACHMENTS**

Rezoning Applications dated received April 2, 2018

Letter of Intent dated April 2, 2018

SIC Major Group 55 and Major Group 75

Conceptual Site Plan

Elevations

Annexation Exhibit and Concept Plan

**City of Fairburn  
Rezoning Application**

Date Received: 4-2-18 SP

APPLICANT INFORMATION

APPLICANT NAME: Battery Source (Ross Glass)

ADDRESS: 104 Genesis Pkwy, Thomasville, GA 31792

PHONE: \_\_\_\_\_ CELL: 229-225-5744 FAX: \_\_\_\_\_

EMAIL ADDRESS: rossglass@batterysource.com

OWNER INFORMATION (If different from Applicant)

OWNER NAME: White Brookwood, LLC - Dewey White

ADDRESS: 450 Rockwell Church Rd NE, Winder, GA 30680

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: kwhitefarm@aol.com

PROPERTY INFORMATION (attach legal description)

ADDRESS: Hwy 74/Senoia Rd, Fairburn, GA

PARCEL ID#: Part of: 09F020100121014 LAND LOT: 12 DISTRICT: 9F

REZONING REQUEST

CURRENT ZONING: PD CURRENT LAND USE: \_\_\_\_\_

PROPOSED ZONING: PD PROPOSED LAND USE: Remove Condition #4 of Section 2 of Ordinance 98-07.

PROPOSED DENSITY (Residential Only): \_\_\_\_\_

IMPACT ANALYSIS

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

Yes

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

No

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

Not for Battery Source's ability to conduct its successful business model.

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

No

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

We believe it does. Battery Source would like to remove the condition 4 in order to sale and do very minor service work to golf carts.

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

Battery Source is a retailer of batteries of all shapes and sizes as well as a retail of golf carts the dependency on electric/battery operated devices and vehicles is why we believe the the approval of the rezoning should be considered.

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

No



CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

White Brookwood, LLC - Dewey White

Type or Print Owner's Name

✓ Dewey L. White

Owner's Signature

3/26/18

Date

Sworn and subscribed before me this  
28th day of March, 2018

Karin M. Appling

Notary Public

10/25/21

Commission Expires



POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

White Brookwood, LLC - Dewey White

Type or Print Owner's Name

✓ Dewey L. White

Owner's Signature

3/26/18

Date

Sworn and subscribed before me this  
28th day of March, 2018

Karin M. Appling

Notary Public

10/25/21

Commission Expires



Battery Source - Ross Glass

Type or Print Applicant's Name

J. [Signature]

Applicant's Signature

3/26/18

Date



### CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

White Brookwood, LLC - Dewey White

Type or Print Owner's Name

✓ Dewey L. White

Owner's Signature

3/26/18

Date

Sworn and subscribed before me this

28th day of March, 2018

Karin M. Appling

Notary Public

10/25/21

Commission Expires



### POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

White Brookwood, LLC - Dewey White

Type or Print Owner's Name

✓ Dewey L. White

Owner's Signature

3/26/18

Date

Sworn and subscribed before me this

28th day of March, 2018

Karin M. Appling

Notary Public

10/25/21

Commission Expires



Battery Source - Ross Glass

Type or Print Applicant's Name

J. [Signature]

Applicant's Signature

Date

3/26/18



BATTERY SOURCE  
104 GENESIS PKWY  
THOMASVILLE, GEORGIA 31792

1-800-34-START  
1-800-347-8278  
fax 229-228-1860  
www.batterysource.com

April 02, 2018

City of Fairburn Planning and Zoning  
26 W. Campbellton St  
Fairburn, GA 30213

To Whom It May Concern:

Battery Source is asking for a Rezoning of the property on Hwy 74 from PD to PD to remove the Condition #4 to allow for the sales and service of golf carts.

Battery Source is a retail sales center of golf carts and of batteries of all shapes and sizes, from the largest excavator or tractor to the smallest wrist watch. Along with the batteries, Battery Source, also retails new and used golf cars. The reason we are requesting the rezoning is because the sale and service of golf carts is 1/3 of our overall business model. Without this rezoning our business will not survive, and we will be forced to find an alternative city and/or county to locate this profit center. Battery Source is a successful, Georgia, family owned and operated business with 21 operating retail locations and 4 new locations slated to open in 2018 in Georgia, Florida, and Alabama.

We believe that one of the main reasons our company has been so successful is because of the continuity of the sales of each of our locations. This rezoning will allow for that continuity.

Thank you in advance,

A handwritten signature in blue ink, appearing to be "J. Ross Glass", with a long horizontal flourish extending to the right.

Ross Glass  
Executive Vice-President  
Development

RECEIVED

APR 02 2018

Initial: JP



## Major Group 55.—AUTOMOTIVE DEALERS AND GASOLINE SERVICE STATIONS

*The Major Group as a Whole*

This major group includes retail dealers selling new and used automobiles, boats, recreational vehicles, utility trailers, and motorcycles including mopeds; those selling new automotive parts and accessories; and gasoline service stations. Automobile repair shops maintained establishments engaged in the sale of new automobiles are also included. Establishments primarily engaged in selling used automobile parts are classified in Wholesale Trade, Industry 5015.

by  
p Industry  
No.

### MOTOR VEHICLE DEALERS (NEW AND USED)

#### 5511 Motor Vehicle Dealers (New and Used)

Establishments primarily engaged in the retail sale of new automobiles or new and used automobiles. These establishments frequently maintain repair departments and carry stocks of replacement parts, tires, batteries, and automotive accessories. These establishments also frequently sell pickups and vans at retail.

Automobile agencies (dealers)—retail  
Automobiles, new and used—retail  
Cars, new and used—retail

Motor vehicle dealers, new and used  
cars—retail  
Pickups and vans, new and used—retail

### MOTOR VEHICLE DEALERS (USED ONLY)

#### 5521 Motor Vehicle Dealers (Used Only)

Establishments primarily engaged in the retail sale of used cars only, with no sales of new automobiles. These establishments also frequently sell used pickups and vans at retail.

Antique autos—retail  
Automobiles, used cars only—retail  
Motor vehicle dealers, used cars only—retail

Pickups and vans, used only—retail

### AUTO AND HOME SUPPLY STORES

#### 5531 Auto and Home Supply Stores

Establishments primarily engaged in the retail sale of new automobile tires, batteries, and other automobile parts and accessories. Such establishments frequently sell a substantial amount of home appliances, radios, and television sets. Establishments dealing primarily in used parts are classified in Wholesale Trade, Industry 5015. Establishments primarily engaged in both selling and installing such automotive parts as transmissions, mufflers, brake linings, and glass are classified in Services, Industry Group 753.

Automobile accessory dealers—retail  
Automobile air-conditioning equipment, sale and installation—retail  
Automobile parts dealers—retail  
Battery dealers, automobile—retail

Speed shops—retail  
Tire dealers, automotive—retail  
Tire, battery, and accessory dealers—retail

## STANDARD INDUSTRIAL CLASSIFICATION

322  
Industry  
Group  
No.  
554

### GASOLINE SERVICE STATIONS

#### 5541 Gasoline Service Stations

Gasoline service stations primarily engaged in selling gasoline and lubricating oils. These establishments frequently sell other merchandise, such as tires, batteries, and other automobile parts, or perform minor repair work. Gasoline stations combined with other activities, such as grocery stores, convenience stores, or carwashes, are classified according to the primary activity.

Automobile service stations—retail  
Filling stations, gasoline—retail  
Gasoline and oil—retail  
Marine service stations—retail  
Service stations, gasoline—retail  
Truck stops—retail

### BOAT DEALERS

#### 5551 Boat Dealers

Establishments primarily engaged in the retail sale of new and used motor boats and other watercraft, marine supplies, and outboard motors.

Motorboat dealers—retail  
Outboard motor dealers—retail

### RECREATIONAL VEHICLE DEALERS

#### 5561 Recreational Vehicle Dealers

Establishments primarily engaged in the retail sale of new and used motor homes, recreational trailers, and campers (pickup coaches). Establishments primarily engaged in the retail sale of mobile homes are classified in Industry 5271, and those selling utility trailers are classified in Industry 5599.

Campers (pickup coaches) for mounting on trucks—retail  
Motor home dealers—retail  
Recreational vehicle dealers—retail

Recreational vehicle parts and accessories—retail  
Travel trailers, automobile, new and used—retail

### MOTORCYCLE DEALERS

#### 5571 Motorcycle Dealers

Establishments primarily engaged in the retail sale of new and used motorcycles, including motor scooters and mopeds, and all-terrain vehicles.

All-terrain vehicles—retail  
Bicycles, motorized—retail  
Mopeds—retail  
Motor scooters—retail  
Motorcycle dealers—retail  
Motorcycle parts—retail

### AUTOMOTIVE DEALERS, NOT ELSEWHERE CLASSIFIED

#### 5599 Automotive Dealers, Not Elsewhere Classified

Establishments primarily engaged in the retail sale of new and used automotive vehicles, utility trailers, and automotive equipment and supplies, not elsewhere classified, such as snowmobiles, dunebuggies, and go-carts. Also included in this industry are establishments primarily engaged in the retail sale of aircraft.

Aircraft dealers—retail  
Dunebuggies—retail  
Go-carts—retail

Snowmobiles—retail  
Trailers, utility—retail  
Utility trailers—retail



*The Major Group as a Whole*

his major group includes establishments primarily engaged in furnishing automotive repair, rental, leasing, and parking services to the general public. Similar facilities owned and operated by concerns for their own use and not for the general public are treated as separate establishments. Establishments primarily engaged in finance leasing of passenger cars and trucks are classified in Finance, Industry 6159. Automotive repair shops operated by establishments engaged in Finance, Industry 6159; those renting trucks with drivers are classified in Transportation, Industry Group 421; and those primarily engaged in renting and leasing, except finance leasing, of industrial trucks are classified in Industry 7359.

Industry  
No.

#### AUTOMOTIVE RENTAL AND LEASING, WITHOUT DRIVERS

##### 7513 Truck Rental and Leasing, Without Drivers

Establishments primarily engaged in short-term rental or extended-term leasing (with or without maintenance) of trucks, truck tractors, or semitrailers without drivers. Establishments primarily engaged in finance leasing of trucks are classified in Finance, Industry 6159; those renting trucks with drivers are classified in Transportation, Industry Group 421; and those primarily engaged in renting and leasing, except finance leasing, of industrial trucks are classified in Industry 7359.

Truck leasing, except industrial trucks  
and finance leasing without drivers

##### 7514 Passenger Car Rental

Establishments primarily engaged in short-term rental of passenger cars without drivers.

Automobile rental, without drivers  
Hearse rental, without drivers

##### 7515 Passenger Car Leasing

Establishments primarily engaged in extended-term leasing of passenger cars without drivers. Establishments primarily engaged in finance leasing of automobiles are classified in Finance, Industry 6159.

Automobile leasing, except finance leasing, without drivers

##### 7519 Utility Trailer and Recreational Vehicle Rental

Establishments primarily engaged in daily or extended-term rental of utility trailers and recreational vehicles. Establishments primarily engaged in renting motorcycles, bicycles, golf carts, or recreational boats are classified in Industry 7999; and those engaged in renting airplanes are classified in Industry 7359. Establishments primarily engaged in the rental of mobile homes on site are classified in Real Estate, Industry 6515.

Truck rental, except industrial without  
drivers

Limousine rental, without drivers  
Passenger car rental, without drivers

Passenger car leasing, except finance  
leasing without drivers

372

Industry  
Group  
No.

#### 751 AUTOMOTIVE RENTAL AND LEASING, WITHOUT DRIVERS—Con.

Mobile home rental, except on site  
Motor home rental  
Poppy camper rental

Trailer rental  
Utility trailer rental

#### 752 AUTOMOBILE PARKING

##### 7521 Automobile Parking

Establishments primarily engaged in the temporary parking of automobiles, usually on an hourly, daily, or monthly contract or fee basis. Establishments primarily engaged in extended or dead storage of automobiles are classified in Transportation, Industry 4226.

Garages, automobile parking  
Parking lots

Parking structures  
Tow-in parking lots

753

#### AUTOMOTIVE REPAIR SHOPS

##### 7532 Top, Body, and Upholstery Repair Shops and Paint Shops

Establishments primarily engaged in the repair of automotive tops, bodies, and interiors, or automotive painting and refinishing. Also included in this industry are establishments primarily engaged in customizing automobiles, trucks, and vans except on a factory basis. Establishments primarily engaged in customizing automobiles, trucks, and vans on a factory basis are classified in Manufacturing, Industry Group 371.

Antique and classic automobile restoration  
Automotive body shops  
Automotive interior shops  
Automotive paint shops  
Automotive tops (canvas or plastic), installation, repair, or sales and installation

Automotive trim shops  
Bump shops (automotive repair)  
Collision shops, automotive  
Customizing automobiles, trucks or  
vans except on a factory basis  
Upholstery repair, automotive  
Van conversions, except on a factory  
basis

##### 7533 Automotive Exhaust System Repair Shops

Establishments primarily engaged in the installation, repair, or sale and installation of automotive exhaust systems. The sale of mufflers, tailpipes, catalytic converters is considered to be incidental to the installation of these products.

Catalytic converters, automotive installation, repair, or sales and installation

##### 7534 Tire Retreading and Repair Shops

Establishments primarily engaged in repairing and retreading automotive tires. Establishments classified here may either retread customers' tires or retread tires for sale or exchange to the user or the trade.

Rebuilding and retreading tires for the  
trade  
Retreading tires  
Tire recapping

Tire repair shops  
Tire studding and resubbing  
Vulcanizing tires and tubes

## STANDARD INDUSTRIAL CLASSIFICATION

Industry  
Group  
No.  
754

Industry  
No.

## AUTOMOTIVE SERVICES, EXCEPT REPAIR—Con.

## 7549 Automotive Services, Except Repair and Carwashes

Establishments primarily engaged in furnishing automotive services, except repair and carwashes. Establishments primarily providing automobile driving instructions are classified in Industry 8299.

Auto emissions testing, without repairs  
Diagnostic centers, automotive  
Emissions testing service, automotive  
without repair  
Garages, do-it-yourself  
Inspection service, automotive  
Lubricating service, automotive

Road service, automotive  
Rustproofing service, automotive  
Towing service, automotive  
Undercoating service, automotive  
Window tinting, automotive  
Wrecker service (towing), automotive



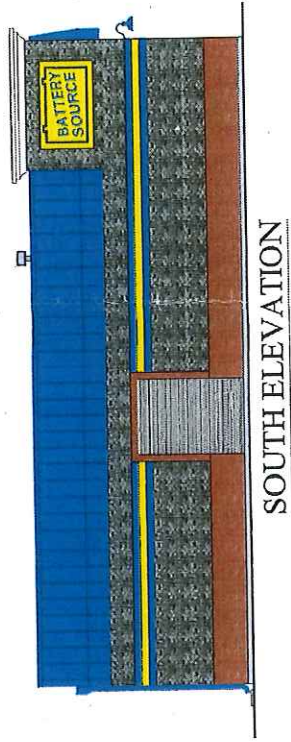




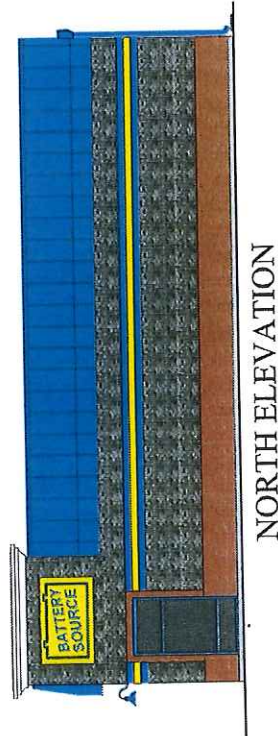




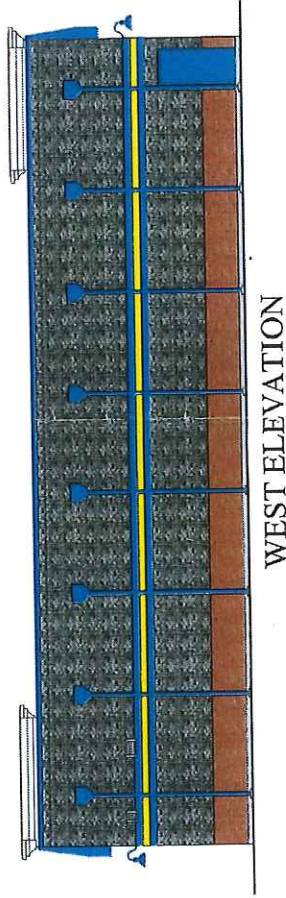
EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION



WEST ELEVATION

**Battery Source**  
 Georgia Highway 74, Fairburn, Fulton Co., GA.







Re: REZONING ORDINANCE 18RZ-002  
Property of Dewey White, White Brookwood, LLC  
Hwy 74/Senioa Road  
09F020100121014  
1.034 acres; Land Lot 12  
District 9,  
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA  
COUNTY OF FULTON**

**AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY  
LIMITS OF THE CITY OF FAIRBURN FROM PD (PLANNED DEVELOPMENT  
DISTRICT) TO PD (PLANNED DEVELOPMENT DISTRICT); TO PROVIDE FOR  
SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL  
CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

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

**Section 1.** That the City of Fairburn Zoning Ordinance be amended, and the official maps  
established in connection therewith be changed so that the property located in the City of  
Fairburn as indicated on Exhibit "A" to this Ordinance be changed from PD (Planned  
Development District) to PD (Planned Development) with the following conditions:

1. To restrict the use of the subject property as follows:
  - a. Retail store and accessory uses;
  - b. Permitted uses under C-2 (General Commercial District), excluding recycling centers, heavy equipment leasing and renting, and all C-2 (General Commercial District) uses requiring the approval of a use permit.
2. To provide the following site development standards:
  - a. The development shall meet the requirements of Chapter 80. Article II. Section 80-90 Highway 74 Overlay Districts standards unless a variance is granted through the normal variance procedures.
  - b. Outdoor storage materials and equipment shall be completely screened from public view and adjacent properties by an opaque screening device approved by the Community Development Department Director.
  - c. Inter-parcel access shall be provided between adjacent properties.



d. Only the outdoor display of golf carts is allowed. The outside display of golf carts shall occur only during business hours and shall be removed at the close of each business day.

e. No more than ten (10) golf carts shall be displayed outside each business day.

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

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

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

**Section 5.** Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of May, 2018; and

**Section 6.** This Ordinance shall become effective on the 14th day of May, 2018.

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

APPROVED this 14th day of May, by the Mayor and Council of the City of Fairburn, Georgia.

---

Elizabeth Carr-Hurst, Mayor

ATTEST:

---

Shana Moss, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney

## **Legal Description**

**All that tract or parcel of land lying and being in Land Lot 12 of the 9F district of Fulton County, Georgia and being more particularly described as follows:**

**To locate the true point of beginning, commence at the southeast intersection of Meadow Glynn Parkway (Right of Way Varies) and the western Right of Way of Georgia State Route 74 (Right of Way varies), Thence continue southerly along the western Right of Way of Georgia State Route 74 a distance of 340.01 feet to a PK nail set and the TRUE POINT OF BEGINNING; Thence continue along said Right of Way, S 01degrees 57minutes 59seconds W for a distance of 170.00 feet to a 1/2" rebar set; Thence, N 87degrees 39minutes 39seconds W for a distance of 265.01 feet to a 1/2" rebar set; Thence, N 01degrees 57minutes 59seconds E for a distance of 170.00 feet to a PK nail set; Thence S 87degrees 39minutes 39seconds E a distance of 265.01 feet to a PK nail set on the western Right of Way of Georgia State Route 74 (Right of Way Varies) and THE POINT OF BEGINNING**

**Said Tract contains 45,051 sq. ft. or 1.034 Acres**

The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To restrict the use of the subject property as follows:
  - a. Retail store and accessory uses
  - b. Permitted uses under C-2 (General Commercial District), excluding recycling centers, heavy equipment leasing and renting, and all C-2 (General Commercial District) uses requiring the approval of a Use Permit.
2. To provide the following site development standards:
  - a. The development shall meet the requirements of Chapter 80. Article II. Section 80-90 Highway 74 Overlay Districts standards unless a variance is granted through the normal variance procedures.
  - b. Outdoor storage of materials and equipment shall be completely screened from public view and adjacent properties by an opaque screening device approved by the Community Development Department Director.
  - c. Inter-parcel access shall be provided between adjacent properties.
  - d. Only the outdoor display of golf carts is allowed. The outside display of golf carts shall occur only during business hours and shall be removed at the close of each business day.
  - e. No more than ten (10) golf carts shall be displayed outside each business day.

The Planning and Zoning Commission reviewed this rezoning petition on May 1, 2018 and recommended approval conditional.

#### ATTACHMENTS

Rezoning Applications dated received April 2, 2018  
 Letter of Intent dated April 2, 2018  
 SIC Major Group 55 and Major Group 75  
 Conceptual Site Plan  
 Elevations  
 Annexation Exhibit and Concept Plan

  
 Donna M. Gayden, City Administrator

  
 Elizabeth Carr-Hurst, Mayor





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

**SUBJECT: TEXT AMENDMENT 18TA-001 - Highway 74 Overlay District Site Development Standards  
- Gasoline Service Stations**

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

**Planning and Zoning Commission: 05.01.18**

**Mayor and City Council: 05.14.18**

**DEPARTMENT:** Community Development/Planning and Zoning

**BUDGET IMPACT:** None

**PUBLIC HEARING:** ( X ) Yes ( ) No

---

**PURPOSE:** For the City Council to review the proposed text amendment - Highway 74 Overlay District Site Development Standards for gasoline service stations.

**DISCUSSION:** Currently, the Highway 74 Overlay District requires gasoline service stations to be located within 1,000 feet of another gasoline service station as measured from property line to property line. In addition, new gasoline service station must be located at a signalized intersection. This requirement does not apply to existing gasoline services stations that would like to rebuild and/or enlarge their facility. The proposed text amendment is intended to clarify the method for measuring the 1,000-foot distance requirement.

**RECOMMENDED ACTION:** For the City Council to approve the text amendment to amend Section 80-90(e)(10) - Highway 74 Overlay District Site Development Standards - Gasoline Service Stations.

The Planning and Zoning Commission reviewed this proposed text amendment on May 1, 2018 and recommended **approval**.

Attachment: Mark-up and Amended version of text amendment - Section 80-90(e)(10).

  
\_\_\_\_\_  
Donna M. Gayden, City Administrator

  
\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

## **Text Amendment - 18TA-001**

### **Highway 74 Overlay District Site Development Standards - Gasoline Service Stations**

#### **Current Ordinance - Section 80-90(e)(10)**

On each side of Georgia Highway 74, no new gasoline service stations shall be permitted within 1,000 feet of another gasoline service station as measured from property line to property line. Gasoline service stations shall be located at a signalized intersection. This subsection (10) shall not apply to the rebuilding and/or enlargement of an existing gasoline service station. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or land owner to follow the development requirements for a new gasoline service station.

#### **Ordinance Mark-up - Section 80-90(e)(10)**

On ~~each side of~~ Georgia Highway 74, no new gasoline service stations shall be permitted within 1,000 feet of ~~any other another~~ gasoline service station. ~~All measurement of distances shall be along a straight route from the nearest point on any property line to the nearest point on any property line used as a gasoline service station measured from property line to property line.~~ New gasoline service stations shall be located at a signalized intersection. This subsection (10) shall not apply to the rebuilding and/or enlargement of an existing gasoline service station. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or land owner to follow the development requirements for a new gasoline service station.

#### **Amended Version of Ordinance - Section 80-90(e)(10)**

On Georgia Highway 74, no new gasoline service stations shall be permitted within 1,000 feet of any other gasoline service station. All measurement of distances shall be along a straight route from the nearest point on any property line to the nearest point on any property line used as a gasoline service station. New gasoline service stations shall be located at a signalized intersection. This subsection (10) shall not apply to the rebuilding and/or enlargement of an existing gasoline service station. For the purposes of this subsection, rebuilding and/or enlargement shall mean partial or complete demolition of an existing structure and submittal of a building permit application within six months from the demolition of the existing structure. Failure to obtain a building permit shall require a developer and/or land owner to follow the development requirements for a new gasoline service station.

**AN ORDINANCE TO AMEND CHAPTER 80. ZONING, ARTICLE II. ZONING DISTRICTS, DIVISION 2. DISTRICT REGULATIONS, SECTION 80-90.- GEORGIA HIGHWAY 74 OVERLAY DISTRICT, IN ORDER TO PROVIDE CLARIFICATION REGARDING THE DISTANCE REQUIREMENTS BETWEEN GASOLINE SERVICE STATIONS; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES**

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

**Whereas**, zoning ordinance amendments are important in order to continue the realization of the vision, goal and policies set forth by Staff and the community in the most recent Comprehensive Land Use Plan update;

**Whereas**, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing on the text amendment to the zoning ordinance was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of May, 2018; and

**Whereas**, in accordance with the requirements of the Zoning Ordinance, the Planning and Zoning Commission of the City of Fairburn has forwarded its recommendation to the Mayor and City Council that the amendment to Chapter 80. Zoning. Article II. Zoning Districts, Division 2. District Regulations, Section 80-90.- Georgia Highway 74 Overlay District, subsection (e) Site development standards (10), be approved in order to provide clarification regarding the measurement of the minimum distance requirement of 1,000-feet for new gasoline service stations from an existing gasoline service station and be located at signalized intersections; and

**Whereas**, pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, the Mayor and Council of the City of Fairburn have conducted a properly advertised hearing on the proposed amendments to the Zoning Ordinance of the City of Fairburn, Georgia; and

**Whereas**, after the aforementioned public hearing, the Mayor and Council have determined that adoption of the amendment to Chapter 80. Zoning. Article II. Zoning Districts, Division 2, District Regulations, Section 80-90.- Georgia Highway 74, subsection (e) Site development standards (10), would be in the best interest of residents, property owners, businesses and citizens of the City of Fairburn; and

**NOW, THEREFORE, BE IT ORDAINED**, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 80- Zoning, Article II. Zoning Districts, Division 2. District Regulations, Section 80-90. - Georgia Highway 74 Overlay District, subsection (e) Site development standards (10), be amended in the Fairburn Zoning Ordinance as follows:

1 **Section 1.** *On Georgia Highway 74, no new gasoline service stations shall be permitted within*  
2 *1,000 feet of any other gasoline service station. All measurement of distances shall be along a*  
3 *straight route from the nearest point on any property line to the nearest point on any property line*  
4 *used as a gasoline service station. New gasoline service stations shall be located at a signalized*  
5 *intersection. This subsection (10) shall not apply to the rebuilding and/or enlargement of an*  
6 *existing gasoline service station. For the purposes of this subsection, rebuilding and/or*  
7 *enlargement shall mean partial or complete demolition of an existing structure and submittal of a*  
8 *building permit application within six months from the demolition of the existing structure. Failure*  
9 *to obtain a building permit shall require a developer and/or land owner to follow the development*  
10 *requirements for a new gasoline service station.*

11  
12 **Section 2.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall  
13 be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect  
14 the previously existing provisions of the other sections, subsections, sentences, clauses or phrases  
15 of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence,  
16 clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part  
17 thereof. The City Council declares that it would have passed the remaining parts of this Ordinance  
18 or retained the previously existing Ordinance if it had known that such part of parts hereof would  
19 be declared or adjudicated invalid or unconstitutional.

20  
21 **Section 3.** This Ordinance shall become effective on the 14th day of May, 2018.

22  
23 **Section 4.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to  
24 the extent of the conflict.

25  
26 APPROVED this 14th day of May, 2018, by the Mayor and Council of the City of Fairburn,  
27 Georgia.

28  
29  
30 \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

ATTEST:

31  
32 \_\_\_\_\_  
Shana Moss, City Clerk

33 APPROVED AS TO FORM:

34  
35  
36 \_\_\_\_\_  
William R. (Randy) Turner, City Attorney





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

**SUBJECT: REZONING 18RZ-001 - SCP Acquisition  
CONCURRENT VARIANCES 18CV-004 & 18CV-005**

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

**Planning and Zoning Commission: 05.01.18**

**Mayor and City Council: 05.14.18**

**DEPARTMENT:** Community Development/Planning and Zoning

**BUDGET IMPACT:** None

**PUBLIC HEARING:** ( X ) Yes ( ) No

---

**APPROVAL CONDITIONAL** of a request to rezone the subject property from C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to RM-36 (Multi-family Residential District) to allow the development of 280 multi-family units with concurrent variances.

**APPLICANT/PETITIONER INFORMATION**

Applicant: SCP Acquisitions, LLC  
Property Owner: CLG Fairburn

**PROPERTY INFORMATION**

**Address, Land Lot(s), and District:**

0 Harris Rd (09F070000260628, 09F070000270437), Land Lot 26 & 27, District 9<sup>th</sup>

**Size:**

Approximately 17.5 acres

**Current Zoning and Use:**

C-2 (General Commercial District) and RM-8 (Multi-family Residential District)/Vacant

**Overlay District:**

Highway 74 Overlay District

**Comprehensive Plan/Future Land Use:**

Highway Mixed Use

**Proposed Zoning:**

RM-36 (Multi-family Residential District)

**MEETING & HEARING DATES**

**Planning & Zoning Commission Meeting**  
May 1, 2018

**Mayor & Council Hearing**  
May 14, 2018

**INTENT**

To rezone the subject property from C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to RM-36 (Multi-family Residential District) to allow for the development of 280 multi-family units.

Additionally, the applicant is requesting two (2) concurrent variances from the Zoning Ordinance as follows:

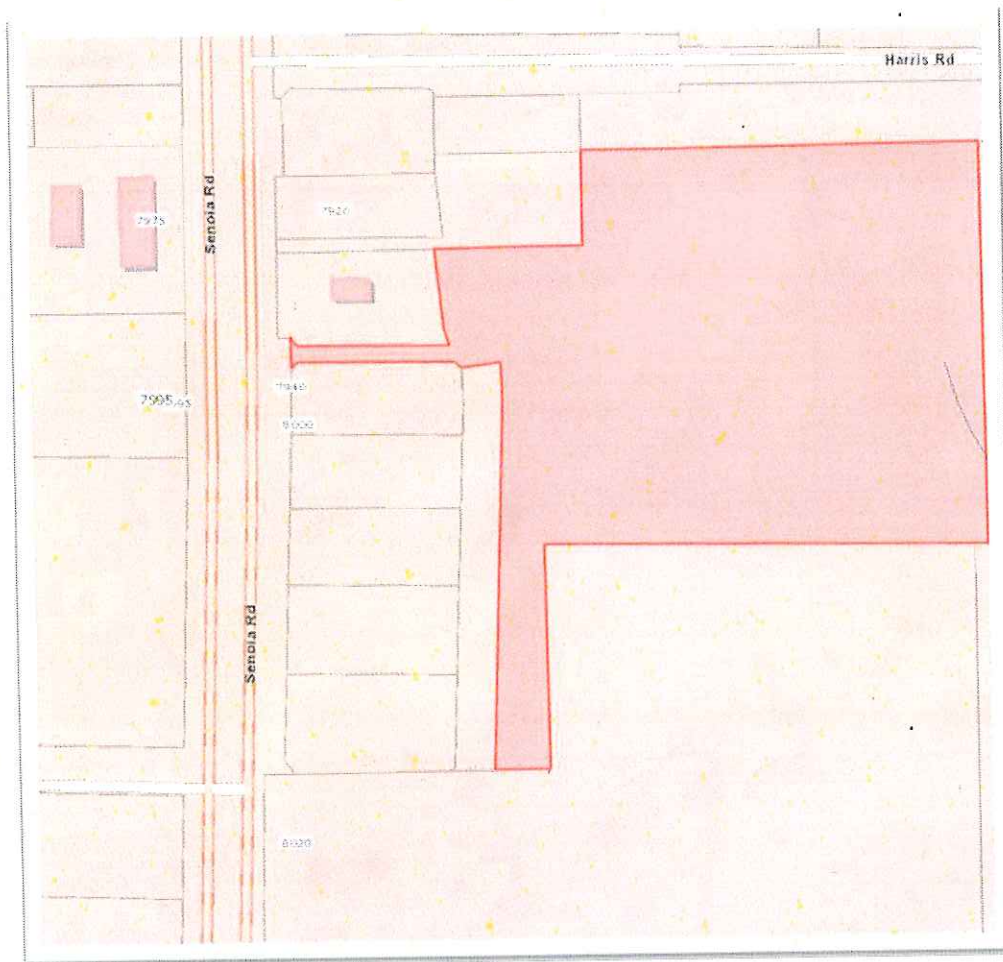
1. Variance from section 80-91(e)(8)(a) to reduce the minimum heated floor area for one-bedroom units from 700 square feet to 625 square feet. (18CV-004)

2. Variance from section 80-337(b)(1) to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit. (18CV-005)

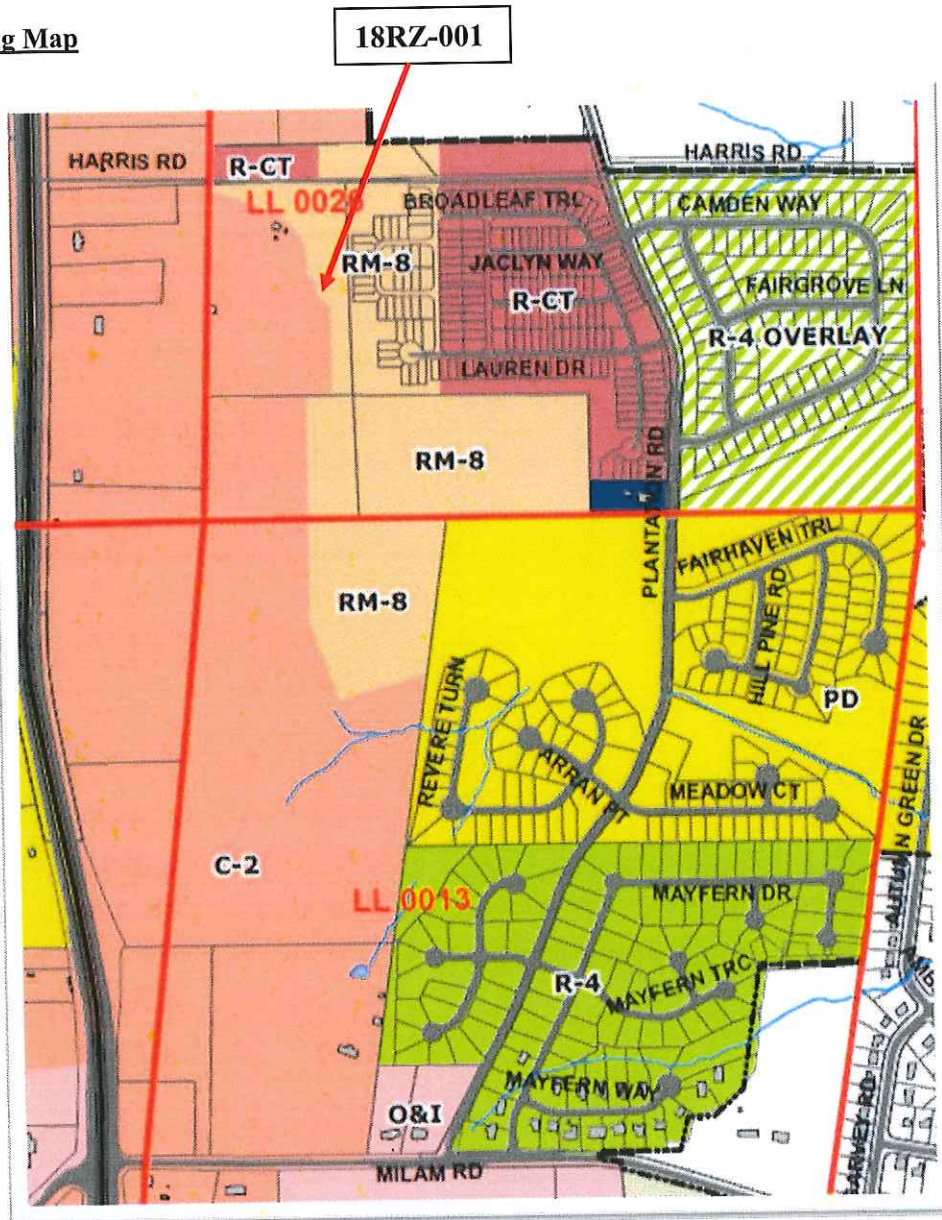
**EXISTING LAND USE OF ABUTTING PROPERTIES**

**North:** C-2 (General Commercial District) and R-CT (Residential Condominium/Townhouse District)  
**East:** RM-8 (Multi-family Residential District), R-CT (Residential Condominium/Townhouse District and R-4 (Single Family Residential District)  
**South:** RM-8 (Multi-family Residential District), PD (Planned Development District), C-2 (General Commercial District) and R-4 ((Single Family Residential District)  
**West:** C-2 (General Commercial District), PD (Planned Development District) and RM-8 (Multi-family Residential District)

**Parcel Map**





Zoning MapZONING IMPACT ANALYSIS

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

The staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby property. The surrounding area consists of: C-2 (General Commercial District), and R-CT (Residential Condominium/Townhouse District) to the north, RM-8 (Multi-family Residential District), R-CT (Residential Condominium/Townhouse District and R-4 (Single Family Residential District) to the east, RM-8 (Multi-family Residential District), PD (Planned Development District), C-2 (General Commercial District) to the south, and C-2 (General Commercial District), PD (Planned Development District) and RM-8 (Multi-family Residential District) to the west. The applicant's intent is to develop a Class A apartment complex with a clubhouse, fitness center, resort style pool, and recreation area.

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

The staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding properties have a variety of uses, including apartments to the south and west of the property.

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

The staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

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

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

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

The staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the property as Highway Mixed Use. The surrounding zoning classifications would support the proposed apartment use. Additionally, providing a variety of housing options in the area for the increased work force, which is expected due to the current development in the City and surrounding area.

Highway Mixed Use Development Strategies

- Vibrant commercial corridors that provide a comprehensive array of goods and services to Fairburn residents as well as Coweta and Fayette County residents
- Smaller scale, walkable retail centers with a variety of stores and shops
- Developments that are accessible and safe for pedestrians and cyclists, as well as automobiles
- To promote a variety of housing types in the area
- Limit multi-family densities to no more than 16 units acre.
- Building height should be limited to three (3) stories
- Multi-family and townhouse should be used as a transition from the intense commercial use to the residential uses

Appropriate Land Use

- Retail Sales of Goods (Clothing, Shoes, Accessories, Gifts, Sporting Goods, etc.)
- Grocery Stores
- Restaurants/Cafés
- Drug Stores/Pharmacies
- Dry Cleaners
- Medical and Professional Offices/Other Service Providers
- Theaters
- Multi-family Residential and Townhouses

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

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



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

The staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resources, environment, or citizens of Fairburn.

## **VARIANCES**

### **Section 80-251 Variances Considerations:**

- (1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
- (2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

The applicant is requesting two (2) concurrent variances as outlined below. The applicant has indicated that the variances being requested will be in harmony with the policy and intent of the Zoning Ordinance and will not result in any harm to the health, safety and welfare of the general public.

1. Variance from section 80-91(e)(8)(a) to reduces the minimum heated floor area for one-bedroom units from 700 square feet to 625 square feet. (18CV-004)

**Findings:**

*Staff is of the opinion that the request to reduce the minimum heated floor area from 700 square feet to 625 square feet is in harmony with the intent of the Zoning Ordinance and would not be a detriment on adjacent properties. Allowing smaller unit size will provide a variety of unit types to integrate more affordable alternatives without compromising the unit quality. The industry has been trending towards smaller living spaces. Therefore, based on these reasons, the staff recommends **APPROVAL** of this variance request.*

2. Variance from section 80-337(b)(1) to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit. (18CV-005)

**Findings:**

*Staff is of the opinion that the request to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit is in harmony with the intent of the Zoning Ordinance and would not be a detriment on adjacent properties. The proposed 280 unit multi-family development would require 560 spaces and the applicant is proposing 420 spaces, a difference of 140 spaces. The Ordinance does not contemplate parking for multi-family units. Residential parking regulation covers all residential types. The applicant is only proposing 1 and 2 bedroom unit which would not require as many parking as a 3 bedroom unit or a single family home. Additionally, the request is consistent with industry standards (1 to 1.5 spaces for 1 bedrooms, 1.5 to 2 spaces for 2 bedrooms and 1.75 to 2 spaces for 3 bedrooms). Therefore, based on these reasons, the staff recommends **APPROVAL** of this variance request.*

## **RECOMMENDATION**

It is the opinion of the staff that the rezoning request is in conformity with the current Future Land Map, which recommends Highway Mixed Use. The proposal is to develop 280 multi-family units. The proposal is consistent with the surrounding uses and will provide a variety of housing options to support an increased work force, which is expected due to the current development in the City and surrounding area. Therefore, based on these reasons, staff recommends **APPROVAL CONDITIONAL** of the rezoning petition and associated concurrent variances.

Should the Mayor and City Council decide to rezone the subject property from C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to RM-36 (Multi-family Residential District), the staff recommends the approval be subject to the following conditions. The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To restrict the use of the subject property as follows:
  - a. Residential units at density no greater than 16 units per acre or 280 units, whichever is less.
2. To provide the following site development standards:
  - a. Minimum nine (9) foot ceilings. Excluding fur downs for HVAC and plumbing.
  - b. Full amenity package including recreation area, courtyards, swimming pool, fitness center and club room.
  - c. The number of three (3) bedroom units shall be limited to no more than ten percent (10%) of the total number of units.
  - d. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.
  - e. All roof mounted equipment shall be screened from the public right-of-way.
  - f. Property shall have an entry gate at all access points and a fence surrounding the residential portion of the property. Wood fencing material shall be prohibited. Stream buffers shall be excluded from this requirement.
  - g. Garages shall be provided for ten (10) percent of total number of units.
  - h. A minimum of two (2) alternative fuel vehicle charging stations.

The Planning and Zoning Commission reviewed this rezoning petition on May 1, 2018 and recommended **approval conditional**.

#### **ATTACHMENTS**

Rezoning and Variance Applications dated received February 5, 2018  
 Letters of Intent received February 5, 2018  
 Conceptual Site Plan received February 5, 2018  
 Elevations received February 5, 2018

18RZ-001



## City of Fairburn Rezoning Application

Date Received: 02/05/2018

### APPLICANT INFORMATION

APPLICANT NAME: SCP Acquisitions, LLC  
ADDRESS: 3715 Northside Parkway Suite 1-310  
PHONE: 4042870063 CELL: 7706560040 FAX: \_\_\_\_\_  
EMAIL ADDRESS: srosko@southcitypartners.com

### OWNER INFORMATION (If different from Applicant)

OWNER NAME: CLG FAIRBURN, LLC  
ADDRESS: 1369 Monroe Dr, Monroe, GA 30655  
PHONE: \_\_\_\_\_ CELL: 770-480-5514 FAX: \_\_\_\_\_  
EMAIL ADDRESS: FUESTRAR@BELLNET.NET

### PROPERTY INFORMATION (attach legal description)

ADDRESS: City of Fairburn, Fulton County, Ga  
09F070000270013, 09F07000026062, 09F07000027058  
PARCEL ID#: 09F0700002700437, 09F07- LAND LOT: 26&27 DISTRICT: 9F  
0000260628,

### REZONING REQUEST

CURRENT ZONING: C-2, RM-8 CURRENT LAND USE: Vacant  
PROPOSED ZONING: RM-36 PROPOSED LAND USE: Multi-Family Residential  
PROPOSED DENSITY (Residential Only): Maximum Density per zoning RM-36  
or roughly 16 units per acre



## IMPACT ANALYSIS

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

The proposed use for the property as multi-family residential is compatible with the surrounding residential, commercial, and industrial businesses.

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

The usability of surrounding properties will not be negatively affected. The proposed use will have a more positive affect on surrounding business and residents than the current zoning of C-2.

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

There is not a reasonable economic use as currently zoned. With the large abundance of shopping on Senoia Road, we believe multi-family residential is the highest and best use for this property.

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

We do not forecast this property causing a burden to any existing streets, transportation, utilities, or schools.

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

The land use plan calls for this area to be highway mixed use. Our proposed plans do not conform, but we do believe it would contribute positively to the economics of the area.

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

The current development and expansion of Hartsfield-Jackson coupled with the growth of Georgia's southern corridor leads us to believe there will be an influx of housing demand in the immediate future

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

No, this could not be considered environmentally adverse. With park space, and abundant landscaping, the property will be a positive addition to the environment and surrounding areas.

**CERTIFICATION OF OWNERSHIP**

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

CLG FAIRBURN, LLC  
Type or Print Owner's Name

BY: [Signature]  
Owner's Signature MONGER

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
5 day of February, 2018

[Signature]  
Notary Public

June 23, 2018  
Commission Expires



**POWER OF ATTORNEY (If owner is not the applicant)**

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

\_\_\_\_\_  
Type or Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

(Seal)

\_\_\_\_\_  
Type or Print Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



18CV-004

# City of Fairburn Variance Application

Date Received: 02/05/2018

## APPLICANT INFORMATION

APPLICANT NAME: SCP Acquisitions, LLC  
ADDRESS: 3715 Northside Parkway Suite 1-310  
PHONE: 4042870063 CELL: 7706560040 FAX: NA  
EMAIL ADDRESS: srosko@southcitypartners.com

## OWNER INFORMATION (If different from Applicant)

OWNER NAME: CLG FAIRBURN, LLC  
ADDRESS: 1369 Monroe Dr, Monroe, GA 30655  
PHONE: \_\_\_\_\_ CELL: 770-480-5514 FAX: \_\_\_\_\_  
EMAIL ADDRESS: FULSTEN@BELLOUTH.NET

## PROPERTY INFORMATION (attach legal description)

ADDRESS: City of Fairburn, Fulton County, Ga  
PARCEL ID#: 09F070000270043, 09F07000026062, 09F07000027058  
09F0700002700437, 09F07- LAND LOT: 26&27 DISTRICT: 9F  
0000260628, 09F07000027058

## VARIANCE REQUEST

TYPE OF VARIANCE REQUESTED (circle one):

Minor  
Variance

Primary Variance

Secondary Variance /  
Interpretation

Concurrent Variance

DESCRIPTION OF VARIANCE REQUESTED: We would like to request a concurrent variance to coincide with the rezoning of land lot 26&27 of district 9F in Fulton County. Our request is that a reduction be made in the 1 bedroom unit size requirement. We ask that the minimum 1 bedroom size be reduced to 625 square feet.



## VARIANCE CONSIDERATIONS

Will relief, if granted, be in harmony with, or, could it be made to be in harmony with, the general purpose and intent of the Zoning Ordinance?

The intent of this variance is to provide a more affordable product to  
the consumers without compromising the quality of the product. We have  
found these smaller 1 bedroom units have become increasingly popular  
among millennials and within the Fairburn market.

Would application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography create an unnecessary hardship for the owner while causing no detriment to the public?

Do conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road? (Sign variances only)

**CERTIFICATION OF OWNERSHIP**

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

CLG FAIRBURN, LLC  
Type or Print Owner's Name

BY: [Signature]  
Owner's Signature MANAGER

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
5 day of February, 2018

[Signature]  
Notary Public

June 23, 2018  
Commission Expires



**POWER OF ATTORNEY** (If owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

\_\_\_\_\_  
Type or Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

(Seal)

\_\_\_\_\_  
Type or Print Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

18CV-005



## City of Fairburn Variance Application

Date Received: 02/05/2018

### APPLICANT INFORMATION

APPLICANT NAME: SCP Acquisitions, LLC  
ADDRESS: 3715 Northside Parkway Suite 1-310  
PHONE: 4042870063 CELL: 7706560040 FAX: NA  
EMAIL ADDRESS: srosko@southcitypartners.com

### OWNER INFORMATION (If different from Applicant)

OWNER NAME: CLG FAIRBURN, LLC  
ADDRESS: 1369 Monroe Dr, Monroe, GA 30655  
PHONE: \_\_\_\_\_ CELL: 770-480-5514 FAX: \_\_\_\_\_  
EMAIL ADDRESS: FULSTEN@BELLSouth.NET

### PROPERTY INFORMATION (attach legal description)

ADDRESS: City of Fairburn, Fulton County, Ga  
PARCEL ID#: 09F070000270043, 09F07000026062, 09F07000027058  
09F070000270043, 09F070000270043, 09F07000027058 LAND LOT: 26&27 DISTRICT: 9F  
0000260628, 09F07000027058

### VARIANCE REQUEST

TYPE OF VARIANCE REQUESTED (circle one):

Minor  
Variance

Primary Variance

Secondary Variance /  
Interpretation

Concurrent Variance

DESCRIPTION OF VARIANCE REQUESTED: We would like to request a concurrent variance to coincide with the rezoning of land lot 26&27 of district 9F in Fulton County. Our request is that a reduction be made in the parking requirement from 2 spaces per unit, to a minimum requirement of 1.50 spaces per unit. From our experience in Fairburn, we have found that 1.50 parking spaces per unit provides ample parking for the entire community.



### VARIANCE CONSIDERATIONS

Will relief, if granted, be in harmony with, or, could it be made to be in harmony with, the general purpose and intent of the Zoning Ordinance?

With relief, the zoning ordinance still serves its purpose..

The intent of the variance is to allow for more usable, open  
space for the residents of the community.

Would application of the particular provision of the Zoning Ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography create an unnecessary hardship for the owner while causing no detriment to the public?

The application of this particular zoning provision would create  
unnecessary hardship for the owner as well as any residents of  
the development. An over abundance of parking takes away valuable  
amenity space instead of adding value to the property.

Do conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road? (Sign variances only)

**CERTIFICATION OF OWNERSHIP**

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

CLG FAIRBURN, LLC  
Type or Print Owner's Name

BY: [Signature]  
Owner's Signature MANCE

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
5 day of February, 2018

[Signature]  
Notary Public

June 23, 2018  
Commission Expires



**POWER OF ATTORNEY (If owner is not the applicant)**

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

\_\_\_\_\_  
Type or Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

(Seal)

\_\_\_\_\_  
Type or Print Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

RECEIVED

FEB 05 2018

Initial: JP



February 5<sup>th</sup>, 2018

Tarika Peeks

City of Fairburn Planning & Zoning Department

26 W. Campbellton St.

Fairburn, Ga 30213

Harris Road Site

Parcel ID# 09F07000027043, 09F07000026062, 09F07000027058

Dear Tarika Peeks,

As the potential owner of land lots 26 and 27 in district 9F of the City of Fairburn, we would like to propose a change from the current zoning of C-2 to a new zoning of RM-36 with concurrent variances relating to minimum parking spaces as well as minimum 1 bedroom size. The concurrent variances requested would reduce the minimum parking spaces from 2 spaces per unit to 1.50 spaces per unit as well as reduce the minimum 1 bedroom size from 700 square feet to a minimum of 625 square feet. Under the new zoning category of RM-36, the property will be used as a multi-family residential development. Our site plan submitted fully utilizes the allowable densities under the RM-36 zoning code, for a total of 280 apartment units. The apartment units will be accompanied by gardens, park space, extensive amenities, and unit finishes that will continue to improve on the quality of construction in the City of Fairburn.

From our experience in the Fairburn market, we have found 1.50 parking spaces per unit provides ample parking for the entire community. The market also shows it is necessary to include smaller 1 bedroom options in the unit mix to integrate a more affordable alternative without compromising the quality of the apartment.

Market research shows the demand for apartments in the Fairburn area has increased over the last 5 years and will continue to increase for the foreseeable future. With a 6 billion dollar Hartsfield-Jackson expansion, as well as expansions by Luxotica, Pinewood Studios, Walmart, Procter and Gamble and many others, we believe an even larger influx of renters will enter the Fairburn market.

The team at South City Partners looks forward to hearing from you.

Sincerely,

South City Partners

Sean A. Rosko

Project Manager

3715 Northside Parkway, STE 1-310, Atlanta, Georgia 30327,  
Tel: 404-287-0063, Fax: 404-855-2845



RECEIVED

FEB 05 2018

Initial: JP



February 5<sup>th</sup>, 2018

Tarika Peeks

City of Fairburn Planning & Zoning Department

26 W. Campbellton St.

Fairburn, Ga 30213

Harris Road Site

Parcel ID# 09F07000027043, 09F07000026062, ~~09F07000027058~~

Dear Tarika Peeks,

As the potential owner of land lots 26 and 27 in district 9F of the City of Fairburn, we would like to request a concurrent variance to coincide with the rezoning of parcel ID#09F07000027043, 09F07000026062, ~~09F07000027058~~. Our request is that a reduction be made in the minimum size requirement for a 1 bedroom from 700 square feet to a minimum of 625 square feet.

The intent of this variance is to provide a more affordable product to the consumers without compromising the quality of the product. We have found these smaller 1 bedroom units to have become increasingly popular among millennials and within the Fairburn apartment market.

The team at South City Partners looks forward to hearing from you.

Sincerely,

South City Partners

Sean A. Rosko

Project Manager

RECEIVED

FEB 05 2018

Initial: SP



February 5<sup>th</sup>, 2018

Tarika Peeks

City of Fairburn Planning & Zoning Department

26 W. Campbellton St.

Fairburn, Ga 30213

Harris Road Site

Parcel ID# 09F07000027043, 09F07000026062, ~~09F07000027058~~

Dear Tarika Peeks,

As the potential owner of land lots 26 and 27 in district 9F of the City of Fairburn, we would like to request a concurrent variance to coincide with the rezoning of parcel ID#09F07000027043, 09F07000026062, ~~09F07000027058~~. Our request is that a reduction be made in the parking requirement from the minimum 2 spaces per unit to a minimum of 1.50 parking spaces per unit.

From our prior experience in the Fairburn market, we have found 1.50 parking spaces per unit provides ample parking for the entire community. With this variance granted, it will free up our abilities to provide more usable, amenity, and open space to the future residents.

The team at South City Partners looks forward to hearing from you.

Sincerely,

South City Partners

Sean A. Rosko

Project Manager



RECEIVED

FEB 05 2018

Initial: JP

HARRIS ROAD

Streetscape Concept  
in ROW by others

RM-8

Site Data:

Current Zoning: C-2/RM-8

Proposed Zoning: RM-36

Hwy 74 Overlay

Total Acreage: +/- 17.5 acres

over 30% open space

Total Units:

+/- 280 multi-family units incl:

60% +/- 780 s.f. 1 bedroom units

31% +/- 1,200 s.f. 2 bedroom unit

8 carriage units with garages

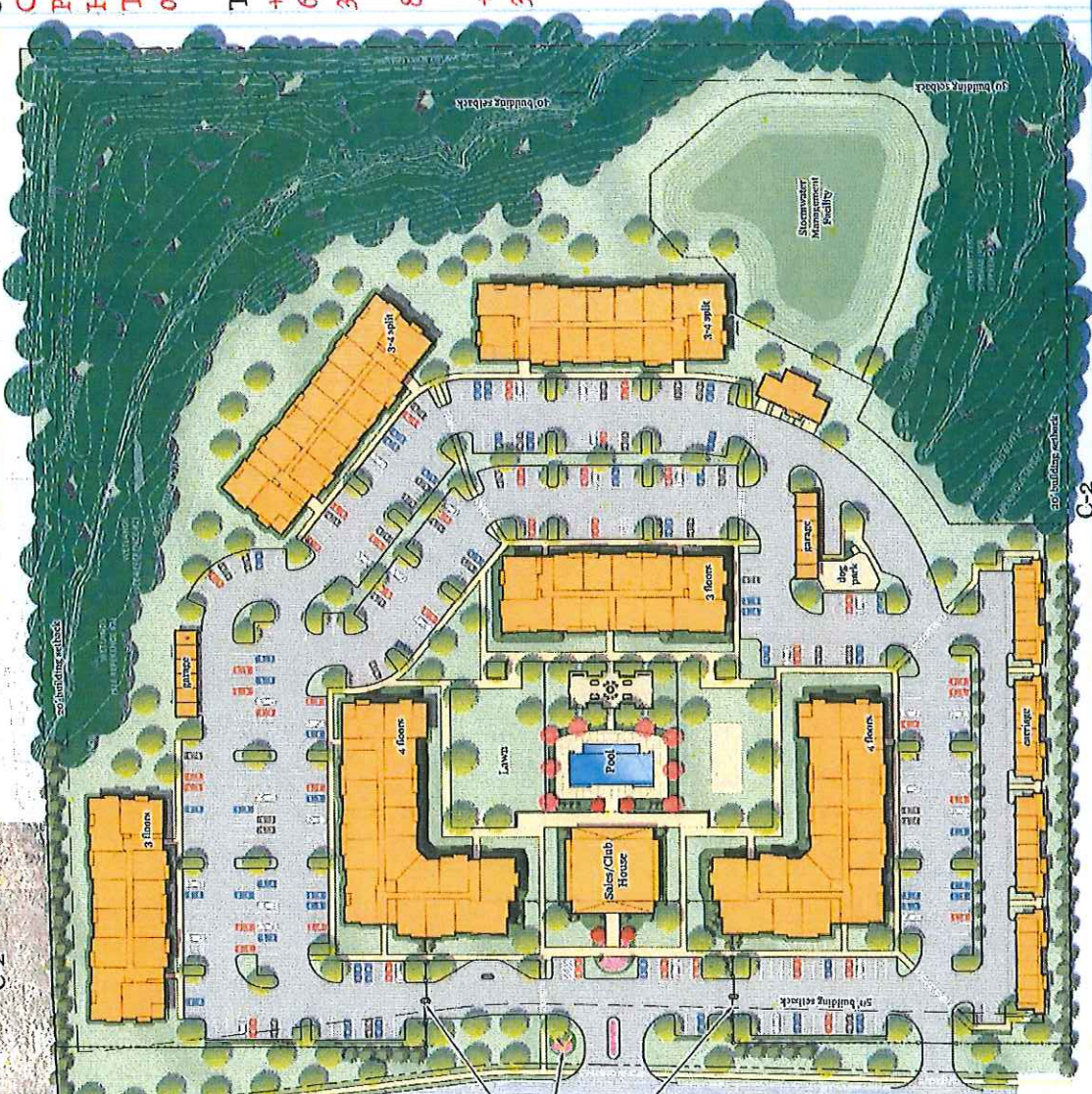
+/- 420 cars 15/unit

36 freestanding garage spaces

RM-8

Streetscape Concept  
in ROW by others

SCP-Harris Road  
Fairburn, Georgia



Zoning Plan

February 05, 2018



LANDSCAPE  
ARCHITECTURE  
DESIGN & PLANNING

This artist rendering is illustrative and conceptual in nature and subject to change without notice.

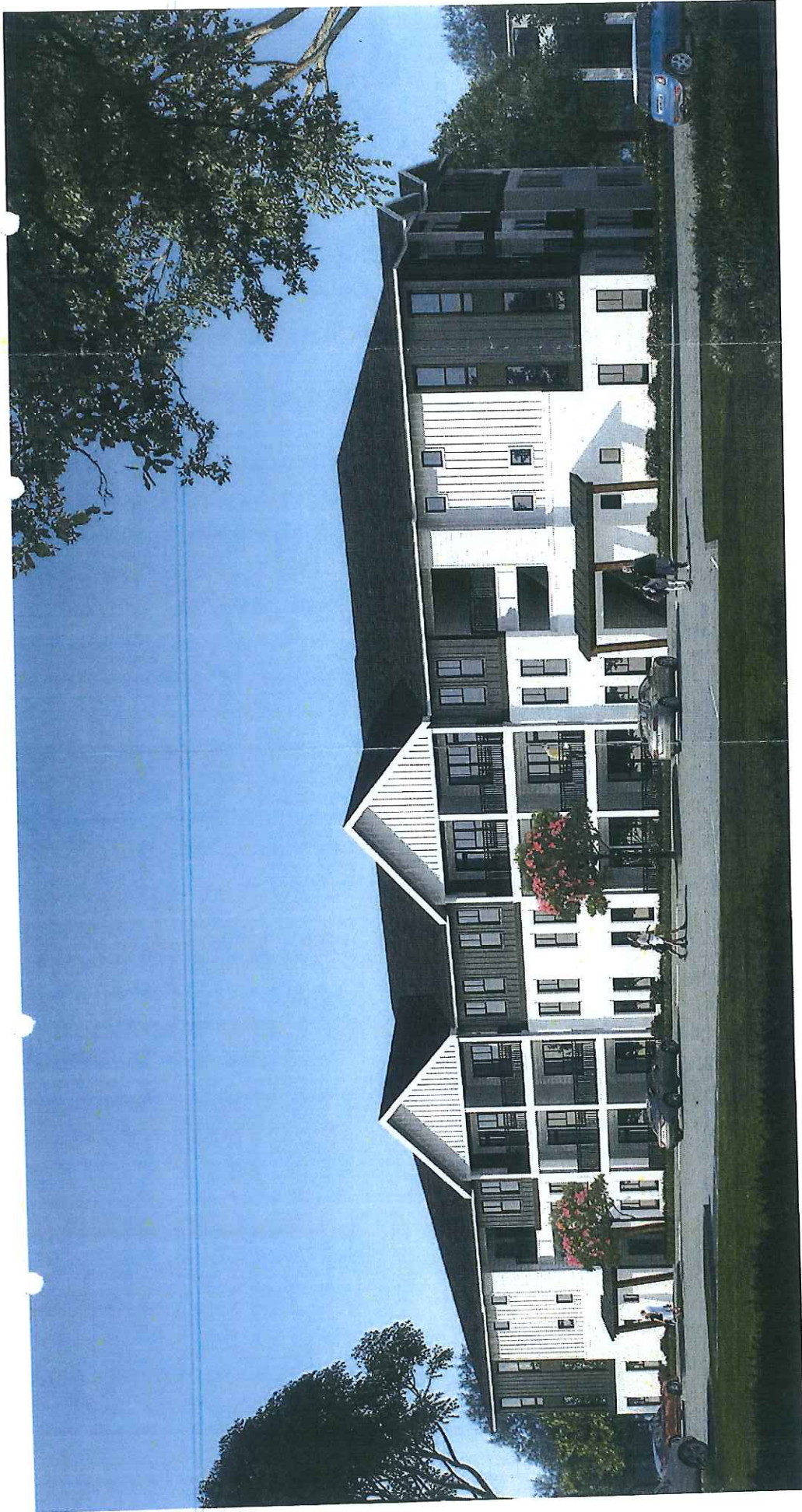


MAR 28 2018

Initial JS

[illegible]





**HARRIS ROAD MULTIFAMILY**

FAIRBURN, GEORGIA  
EXTERIOR PERSPECTIVE • 02-02-2018  
SEP2017-06

**DYNAMIK**  
DESIGN

RECEIVED

FEB 05 2018

Initial: JP



Re: REZONING ORDINANCE 18RZ-001  
CONCURRENT VARIANCES 18CV-004  
&18CV-005

Property of CLG Fairburn  
0 Harris Road 09F070000260628 &  
09F070000270437  
17.5 acres; Land Lots 26 & 27  
District 9,  
Fairburn, Fulton County, Georgia

**STATE OF GEORGIA  
COUNTY OF FULTON**

**AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM C-2 (GENERAL COMMERCIAL DISTRICT) AND RM-8 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO RM-36 (MULTI-FAMILY RESIDENTIAL DISTRICT) WITH TWO CONCURRENT VARIANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES**

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

**Section 1.** That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from C-2 (General Commercial District) and RM-8 (Multi-Family Residential) to RM-36 (Multi-Family Residential) with the following conditions:

1. To restrict the use of the subject property as follows:
  - a. Residential units at density no greater than 16 units per acre or 280 units, whichever is less.
2. To provide the following site development standards:
  - a. Minimum nine (9) foot ceilings. Excluding fur downs for HVAC and plumbing.
  - b. Full amenity package including recreation area, courtyards, swimming pool, fitness center and club room.
  - c. The number of three (3) bedroom units shall be limited to no more than ten percent (10%) of the total number of units.



d. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.

e. All roof mounted equipment shall be screened from the public right-of-way.

f. Property shall have an entry gate at all access points and a fence surrounding the residential portion of the property. Wood fencing material shall be prohibited. Stream buffers shall be excluded from this requirement.

g. Garages shall be provided for ten percent (10%) of total number of units.

h. A minimum of two (2) alternative fuel vehicle charging stations.

**Section 2.** That the two (2) concurrent variances to the rezoning are as follows:

1. To reduce the minimum heated floor area for one-bedroom units from 700 square feet to 625 square feet.
2. To reduce the required parking from 2 spaces per unit to 1.50 spaces per unit.

**Section 3.** That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

**Section 4.** That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

**Section 5.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

**Section 6.** Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th day of May, 2018; and

**Section 7.** This Ordinance shall become effective on the 14th day of May, 2018.

**Section 8.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 14th day of May, by the Mayor and Council of the City of Fairburn, Georgia.

\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

ATTEST:

\_\_\_\_\_  
Shana Moss, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William R. (Randy) Turner, City Attorney

LEGAL DESCRIPTION  
TRACT 2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 26 and 27 of the 9<sup>th</sup> (F) District of Fulton County, City of Fairburn, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the point located at intersection of the mitered southerly right of way of Harris Road (variable right of way) and the easterly right of way of Georgia State Route 74 (variable right of way); thence along said southerly right of way of Harris Road South 89 degrees 16 minutes 30 seconds East, a distance of 240.04 feet to a point located at the intersection of the westerly side of Proposed Road (proposed 70 foot right of way) (to be dedicated) and said southerly right of way of Harris Road; thence along said southerly right of way of Harris Road South 89 degrees 16 minutes 30 seconds East, a distance of 89.25 feet to a point; thence leaving said southerly right of way of Harris Road and proceed along the easterly side of said Proposed Road the following courses and distances: South 45 degrees 23 minutes 43 seconds West, a distance of 13.53 feet to a point; South 00 degrees 08 minutes 59 seconds West, a distance of 117.40 feet to a point; South 00 degrees 03 minutes 56 seconds West, a distance of 9.90 feet to a point; 49.50 feet along an arc of curve to the left, having a radius of 465.00 feet and chord bearing of South 02 degree 59 minutes 04 seconds East a distance of 49.98 feet to a point; South 06 degrees 02 minutes 04 seconds East, a distance of 285.22 feet to the point; 74.49 feet along an arc of curve to the right, having a radius of 535.00 feet and chord bearing of North 02 degree 02 minutes 45 seconds East a distance of 74.43 feet to a point; South 01 degrees 56 minutes 34 seconds West, a distance of 451.98 feet to a point; thence leaving said easterly side of Proposed Road North 89 degrees 17 minutes 04 seconds East, a distance of 122.33 feet to a point, said point being the TRUE POINT OF BEGINNING.

With the TRUE POINT OF BEGINNING thus established proceed North 00 degrees 46 minutes 45 seconds East, a distance of 175.86 feet to an iron pin with cap found; thence South 89 degrees 17 minutes 39 seconds East, a distance of 742.47 feet to a 1/2 inch rebar found; thence along common property line between OCP Fairburn, LLC and City of Fairburn Georgia South 00 degrees 26 minutes 59 seconds West, a distance of 175.99 feet to a point; thence North 89 degrees 17 minutes 04 seconds West, a distance of 743.48 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing 3.001 acres.



Exhibit A

LEGAL DESCRIPTION  
TRACT 1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 26 and 27 of the 9<sup>th</sup> (F) District of Fulton County, City of Fairburn, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, COMMENCE at the point located at intersection of the mitered southerly right of way of Harris Road (variable right of way) and the easterly right of way of Georgia State Route 74 (variable right of way); thence along said southerly right of way of Harris Road South 89 degrees 16 minutes 30 seconds East, a distance of 240.04 feet to a point located at the intersection of the westerly side of Proposed Road (proposed 70 foot right of way) (to be dedicated) and said southerly right of way of Harris Road; thence along said southerly right of way of Harris Road South 89 degrees 16 minutes 30 seconds East, a distance of 89.25 feet to a point; thence leaving said southerly right of way of Harris Road and proceed along the easterly side of said Proposed Road the following courses and distances: South 45 degrees 23 minutes 43 seconds West, a distance of 13.53 feet to a point; South 00 degrees 08 minutes 59 seconds West, a distance of 117.40 feet to a point, said point being the TRUE POINT OF BEGINNING.

With the TRUE POINT OF BEGINNING thus established, thence leaving said easterly side of Proposed Road and proceed along common property line between David J. Hughes and CLG Fairburn, LLC the following courses and distances: North 88 degrees 44 minutes 11 seconds East, a distance of 35.94 feet to a point; North 88 degrees 13 minutes 15 seconds East, a distance of 69.21 feet to a point; North 89 degrees 31 minutes 31 seconds East, a distance of 112.26 feet to a point; North 89 degrees 12 minutes 15 seconds East, a distance of 664.89 feet to a point; North 89 degrees 27 minutes 33 seconds East, a distance of 10.25 feet to a point; thence along common property line between Fieldstone Manor Townhomeowners' Association, Inc and CLG Fairburn, LLC South 00 degrees 26 minutes 03 seconds West, a distance of 717.11 feet to a 1/2 inch rebar found; South 89 degrees 17 minutes 39 seconds, a distance of 742.47 feet to an iron pin with cap found; thence South 00 degrees 46 minutes 45 seconds West, a distance of 175.86 feet to a point; thence South 89 degrees 17 minutes 04 seconds East, a distance of 122.33 feet to a point on said easterly side of Proposed Road; thence along said easterly side of Proposed Road the following courses and distances: North 01 degrees 56 minutes 34 seconds East, a distance of 451.98 feet to the point; 74.49 feet along an arc of curve to the left, having a radius of 535.00 feet and chord bearing of North 02 degree 02 minutes 45 seconds West a distance of 74.43 feet to a point; North 06 degrees 02 minutes 04 seconds West, a distance of 285.22 feet to the point; 49.50 feet along an arc of curve to the right, having a radius of 465.00 feet and chord bearing of North 02 degree 59 minutes 04 seconds West a distance of 49.48 feet to a point; North 00 degrees 03 minutes 56 seconds East, a distance of 9.90 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing 14.528 acres.

Should the Mayor and City Council decide to rezone the subject property from C-2 (General Commercial District) and RM-8 (Multi-family Residential District) to RM-36 (Multi-family Residential District), the staff recommends the approval be subject to the following conditions. The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To restrict the use of the subject property as follows:
  - a. Residential units at density no greater than 16 units per acre or 280 units, whichever is less.
2. To provide the following site development standards:
  - a. Minimum nine (9) foot ceilings. Excluding fur downs for HVAC and plumbing.
  - b. Full amenity package including recreation area, courtyards, swimming pool, fitness center and club room.
  - c. The number of three (3) bedroom units shall be limited to no more than ten percent (10%) of the total number of units.
  - d. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.
  - e. All roof mounted equipment shall be screened from the public right-of-way.
  - f. Property shall have an entry gate at all access points and a fence surrounding the residential portion of the property. Wood fencing material shall be prohibited. Stream buffers shall be excluded from this requirement.
  - g. Garages shall be provided for ten (10) percent of total number of units.
  - h. A minimum of two (2) alternative fuel vehicle charging stations.

The Planning and Zoning Commission reviewed this rezoning petition on May 1, 2018 and recommended approval conditional.

#### ATTACHMENTS

Rezoning and Variance Applications dated received February 5, 2018

Letters of Intent received February 5, 2018

Conceptual Site Plan received February 5, 2018

Elevations received February 5, 2018

  
Donna M. Gayden, City Administrator

  
Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: MEAG POWER SALES CONTRACT AMENDMENT**

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

**Submitted: 5/1/2018**

**Work Session: 5/14/2018**

**Council Meeting: 5/14/2018**

**DEPARTMENT: Electric**

**BUDGET IMPACT:**

**PUBLIC HEARING? ( ) Yes (X) No**

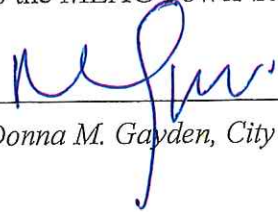
---

**PURPOSE:** For Council to authorize the Mayor to execute an Amendment to the MEAG Power Sales Contract, as approved by the MEAG Power Board of Directors.

**HISTORY:** The current Power Sales Contract requires a Consulting Engineer to provide an opinion for any major renewals, replacements, repairs, additions, betterments of improvements to the Projects to keep them in good operating condition or prevent a loss of revenues therefrom. As MEAG Power conducts the studies and provides all the engineering and financial data used to make these determinations, MEAG staff and the Board of Directors feel this is an unnecessary duplication of MEAG Staff's work. This action will also bring the Power Sales Contract into compliance with the MEAG Power bond resolutions. Eliminating this requirement will save MEAG approximately \$100,000/year.

**FACTS AND ISSUES:**

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute an Amendment to the MEAG Power Sales Contract, as approved by the MEAG Power Board of Directors.

  
\_\_\_\_\_  
Donna M. Gayden, City Administrator

  
\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor

# MEMO



To: Participants  
From: Degnan, Pete  
Date: April 27, 2018  
Re: Amendment to Power Sales Contract

---

Enclosed please find two (2) copies of the Amendment to the Power Sales Contract for execution where indicated. Please forward back to our office both copies of the Amendment by May 31, 2018, if possible. We will forward to you a completely executed Amendment when all parties have executed same. Please have the signatory's name and title handwritten/typed underneath the signature line and please affix the SEAL where indicated.

If you have any questions please do not hesitate your Regional Manager or contact me at 770-661-2893.

## Enclosures

cc: Doug Lego (w/o enclosures)  
Stuart Jones (w/o enclosures)  
Holly Bisig (w/o enclosures)  
Matthew Chancey (w/o enclosures)



**AMENDMENT TO POWER SALES CONTRACTS  
BETWEEN  
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA  
AND  
THE UNDERSIGNED PARTICIPANT**

This Amendment (the "Amendment") is made and entered into as of \_\_\_\_\_, 2018 by and between the Municipal Electric Authority of Georgia, a public body corporate and politic and a public corporation of the State of Georgia, hereinafter sometimes referred to as the Authority, created by the provisions of 1975 Georgia Laws 107, as amended (O.C.G.A. § 46-3-110, *et seq.*), and the undersigned political subdivision of the State of Georgia, hereinafter sometimes designated as the Participant.

**WITNESSETH:**

WHEREAS, the Authority and the Participant entered into a Power Sales Contract dated as of October 1, 1975, an Amendment dated as of March 1, 1976, a Second Amendment dated as of May 25, 1977, a Third Amendment dated as of February 1, 1978, a Fourth Amendment dated as of May 1, 1980, a Fifth Amendment dated as of November 16, 1983, a Sixth Amendment dated as of January 1, 1986, a Seventh Amendment dated as of May 31, 1989 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project One Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Two Power Sales Contract dated as of February 1, 1978, a First Amendment dated as of May 1, 1980, a Second Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Two Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Three Power Sales Contract dated as of May 1, 1980, a First Amendment dated as of January 1, 1986 and an Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Three Power Sales Contract"); and

WHEREAS, the Authority and the Participant entered into a Project Four Power Sales Contract dated as of November 16, 1983, a First Amendment dated as of January 1, 1986 and an

Amendment to Power Sales Contracts dated as of January 14, 2005 (hereinafter "Project Four Power Sales Contract"); and

WHEREAS, the Authority and the Participant wish to amend the Project One Power Sales Contract, the Project Two Power Sales Contract, the Project Three Power Sales Contract and the Project Four Power Sales Contract (hereinafter sometimes referred to collectively as the "Power Sales Contracts") in the manner provided herein, in order (a) to delete the requirements that the Authority engage a Consulting Engineer and that the Consulting Engineer prepare an annual comprehensive engineering report and (b) to provide that certain determinations currently required of the Consulting Engineer instead be made by the Authority.

NOW THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter set forth, and in order to provide for such changes to the Power Sales Contracts, it is agreed by and between the Authority and the Participant that the terms of the Power Sales Contracts shall be amended as follows:

**SECTION 1. AMENDMENTS TO POWER SALES CONTRACTS.**

**(a) Amendments to Project One Power Sales Contract:**

**(i) Amendment to Section 102(j) of the Project One Power Sales Contract:**

Section 102(j) of the Project One Power Sales Contract, the definition of "Consulting Engineer," is hereby amended to read in its entirety as follows:

"(j) [Reserved]"

**(ii) Amendment to Section 102(s) of the Project One Power Sales Contract:**

The phrase "(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom" set forth in Section 102(s) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer Authority, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 205 of the Project One Power Sales Contract:**

Section 205 of the Project One Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 205. [Reserved]”

(iv) **Amendment to Section 306(b)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(b)(2)(B) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer Authority, to keep the generating facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 306(c)(2)(B) of the Project One Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 306(c)(2)(B) of the Project One Power Sales

Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the transmission system facilities of the Project in good operating condition or to prevent a loss of revenues therefrom”

(vi) **Amendment to Section 501(b) of the Project One Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the Consulting Engineer, to keep the Project in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 501(b) of the Project One Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to the Project necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the Project in good operating condition or to prevent a loss of revenues therefrom”

(b) **Amendments to Project Two Power Sales Contract:**

(i) **Amendment to Section 102(i) of the Project Two Power Sales Contract:**

Section 102(i) of the Project Two Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(i) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in



Section 102(s) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Two Power Sales Contract:**

Section 204 of the Project Two Power Sales Contract, captioned “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“Section 204. [Reserved]”

(iv) **Amendment to Section 305(b)(2)(B) of the Project Two Power Sales Contract:**

The phrase “(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 305(b)(2)(B) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Two in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Two Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the Consulting Engineer, to

keep Project Two in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Two Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck-through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Two necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Two in good operating condition or to prevent a loss of revenues therefrom”

(c) **Amendments to Project Three Power Sales Contract:**

(i) **Amendment to Section 102(j) of the Project Three Power Sales Contract:**

Section 102(j) of the Project Three Power Sales Contract, the definition of “Consulting Engineer,” is hereby amended to read in its entirety as follows:

“(j) [Reserved]”

(ii) **Amendment to Section 102(s) of the Project Three Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 102(s) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underlined** and deletions being ~~struck-through~~):

“(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom”

(iii) **Amendment to Section 204 of the Project Three Power Sales Contract:**

Section 204 of the Project Three Power Sales Contract, captioned "Consulting Engineer," is hereby amended to read in its entirety as follows:

**"Section 204. [Reserved]"**

(iv) **Amendment to Section 305(b)(2)(B) of the Project Three Power Sales Contract:**

The phrase "(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom" set forth in Section 305(b)(2)(B) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

"(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Three in good operating condition or to prevent a loss of revenues therefrom"

(v) **Amendment to Section 401(b) of the Project Three Power Sales Contract:**

The phrase "(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the Consulting Engineer, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom" set forth in Section 401(b) of the Project Three Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

"(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Three necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Three in good operating condition or to prevent a loss of revenues therefrom"

(d) **Amendments to Project Four Power Sales Contract:**

(i) **Amendment to Section 102(k) of the Project Four Power Sales Contract:**

Section 102(k) of the Project Four Power Sales Contract, the definition of "Consulting Engineer," is hereby amended to read in its entirety as follows:

"(k) [Reserved]"

(ii) **Amendment to Section 102(t) of the Project Four Power Sales Contract:**

The phrase "(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom" set forth in Section 102(t) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

"(i) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom"

(iii) **Amendment to Section 204 of the Project Four Power Sales Contract:**

Section 204 of the Project Four Power Sales Contract, captioned "Consulting Engineer," is hereby amended to read in its entirety as follows:

"Section 204. [Reserved]"

(iv) **Amendment to Section 305(b)(2)(B) of the Project Four Power Sales Contract:**

The phrase "(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the Consulting Engineer, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues



therefrom” set forth in Section 305(b)(2)(B) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(ii) any major renewals, replacements, repairs, additions, betterments and improvements necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep the facilities of Project Four in good operating condition or to prevent a loss of revenues therefrom”

(v) **Amendment to Section 401(b) of the Project Four Power Sales Contract:**

The phrase “(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the Consulting Engineer, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom” set forth in Section 401(b) of the Project Four Power Sales Contract is hereby amended to read in its entirety as follows (with additions being **bold and double-underscored** and deletions being ~~struck through~~):

“(i) any major renewals, replacements, repairs, additions, betterments, or improvements, to Project Four necessary, in the opinion of the ~~Consulting Engineer~~ **Authority**, to keep Project Four in good operating condition or to prevent a loss of revenues therefrom”

**SECTION 2. EFFECT OF THIS AMENDMENT.** The Power Sales Contracts as amended hereby shall continue in effect and are reaffirmed by the parties. Terms not defined herein are to be defined as in the Power Sales Contracts.

**SECTION 3. EFFECTIVENESS.** This Amendment shall become effective when duly approved and executed and delivered by the Participant, and when executed and delivered by the Authority. The Authority will only execute and deliver this Amendment when it has determined that this Amendment or similar amendments have been duly executed and delivered by each of the current forty-nine (49) Participants.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the Municipal Electric Authority of Georgia has caused this Amendment to be executed in its corporate name by its duly authorized officers and the Authority has caused its corporate seal to be hereunto impressed and attested; the Participant has caused this Amendment to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Participant is hereby acknowledged, all as of the date and year first above written.

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

By: \_\_\_\_\_  
Gregory P. Thompson - Chairman

Attested:

By: \_\_\_\_\_  
Name: James E. Fuller  
Title: President and CEO

[SEAL]

**PARTICIPANT:**

**CITY OF FAIRBURN**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attested:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SEAL]



**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT:**

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

**Submitted:** May 14, 2018      **Work Session:** May 14, 2018      **Council Meeting:** May 14, 2018

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** none

**PUBLIC HEARING?** ( ) Yes      ( X ) No

---

**PURPOSE:** For Mayor and Council to review and approve the contract for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. afterschool and summer camp program starting May 24, 2018.

**HISTORY:** Mental Fitness, 21<sup>st</sup> Century Learning Inc. to provides high-quality after school and summer camp programming that offer students' academic/educational enrichment and recreational STEAM activities in the City of Fairburn.

**FACTS AND ISSUES:**

**RECOMMENDED ACTION:** For Mayor and Council to approve the contract for Mental Fitness, 21st Century Learning, Inc. Afterschool and Summer Camp program.

  
\_\_\_\_\_  
Donna Gayden, ( City Administrator)

  
\_\_\_\_\_  
Elizabeth Carr-Hurst , Mayor

**AGREEMENT FOR AFTERSCHOOL AND SUMMER CAMP PROGRAMMING  
BETWEEN MENTAL FITNESS, 21<sup>ST</sup> CENTURY LEARNING INC.  
AND CITY OF FAIRBURN, GEORGIA**

This Agreement made this May 14, 2018, by and between Mental Fitness, 21<sup>st</sup> Century Learning Inc (hereafter "Mental Fitness") and the City of Fairburn, Georgia (hereafter "the City") is for the provision of an afterschool and summer camp program to be provided by Mental Fitness to the City of Fairburn, Georgia.

**WHEREAS**, the City desires to contract services to provide an afterschool and summer camp program for the City of Fairburn Parks and Recreation Department

**WHEREAS**, Mental Fitness was determined to be a responsible, responsive offeror; and

**WHEREAS**, the City desires to have Mental Fitness perform such services under certain conditions and at certain location;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein the parties agree as follows:

**A. CITY PARK PROPERTY INCLUDED:** Mental Fitness agrees to operate an afterschool and summer camp program to be located at the following facility

1. Fairburn Youth Center  
149 S.W. Broad Street  
Fairburn, GA 30213
  - A. After School: Monday – Friday/ 2:00pm – 7:00pm
  - B. Summer Camp: Monday – Friday/ 7:00am – 7:00pm
2. GMC Campus  
310 NW Broad St,  
Fairburn, GA 30213
  - A. Summer Camp – May 24, 2018 – August 10, 2018
  - B. Monday – Friday/ 7:00am – 7:00pm

**B. TERM:** The City shall lease the Fairburn Youth Center to Mental Fitness for a term of about twelve (12) months, commencing on or about May 24, 2018 and ending May 24, 2019 unless sooner terminated as hereinafter provided. Either the City of Fairburn or Mental Fitness may terminate this lease upon thirty (30) days written notice to the other. Following a reasonable period in which to cure (not to exceed ten (10) days) after written notice, the City may terminate this Agreement upon the failure of Mental Fitness to fully comply with the terms and conditions set forth herein.



**C. FEES AND REPORTS:** Mental Fitness agrees to pay to the City of Fairburn a gross rent during the Term in the amount of \$100.00 per week, which Rent shall be paid on or before the Monday of the following week of operation. If payment is not received by 5:00pm on or before the Monday of the following week of operation, a ten percent (10%) late fee shall be applied. Mental Fitness shall include monthly attendance reports.

**D. MENTAL FITNESS AGREES TO:**

1. Provide a high-quality program outside school hours and summer camp that offer students' academic/educational enrichment and recreational activities for Grades K- 8. Mental Fitness will implement an enriching enjoyable after school program and summer camp format that blends academic assistance, enrichment, recreation, physical activities, and arts.
2. To hire and manage all personnel who shall be Mental Fitness employees. Shall be responsible for continuous staffing of the after-school and summer camp program to provide efficient service. All local and state laws, codes, and regulations regarding after school program personnel shall be adhered to. All staff, contractors, and volunteers must have a background check on file with Mental Fitness. The cost of background checks is the responsibility of Mental Fitness. All personnel shall maintain a clean and neat appearance. The maximum allowable student to staff ratio is 15:1
3. Mental Fitness shall use the Fairburn Youth Center Monday through Friday, from 2:00pm-7:00 pm August 11, 2018 – May 24, 2019 solely for the conducting of an after-school program and school break camps.
4. Mental Fitness shall use the Fairburn Youth Center and GMC Campus building May 24, 2018 – August 10, 2019/ Monday -Friday, 7:00am- 7:00pm; solely for the conducting of a summer camp program.
5. Dismissal for the after school and summer camp program will take place in the rooms designated as the "game room" and "multipurpose room" at 5:30p.m.
6. Provide transportation from selected schools to the City of Fairburn Youth Center at the time of school dismissal
7. To keep all areas clean, sanitary, and maintained in an orderly fashion.
8. Mental Fitness shall provide janitorial supplies and janitorial services for the summer camp program located at the GMC Campus 310 NW Broad St, Fairburn, GA 30213 and
9. Mental Fitness shall provide janitorial assistance at the Fairburn Youth Center in the form of supplies during summer camp hours. The City of Fairburn staff and

Mental Fitness staff are responsible for the daily cleanliness of the Fairburn Youth Center.

10. Provide tables and chairs for the GMC Campus 310 NW Broad St, Fairburn, GA 30213
11. Mental Fitness shall be responsible (after each day's use) keeping the used spaces, including all City-owned equipment, in a neat and clean condition, and shall be responsible for repairing any damages caused by Mental Fitness's negligent acts or omissions or intentional misconduct of Mental Fitness, or by the negligent acts of omissions or intentional misconduct of Mental Fitness's students, invitees, agents, and representatives.
12. Pursuant to Georgia Law, Mental Fitness shall maintain in force and effect throughout the term of this lease a policy of liability insurance, in the amount of not less than one million (\$1 million) per claim, naming the City of Fairburn as an additional insured. (review attachment for insurance requirements)
13. Abide by the terms of this Agreement and the contract documents

**D. THE CITY AGREES TO:**

1. Make periodic inspections (a minimum of once a month) of the Fairburn Youth Center premises and equipment at the operating facility during the contract term.
2. Make periodic inspections (a minimum of once a month) of the GMC College summer camp location premises and equipment at the operating facility during the contract term.
3. Provide utilities, including electricity, solid waste disposal, and water and sewer service.
4. The City shall be responsible for the routine maintenance of the City's facilities unless such maintenance is required as a result of damage caused by Mental Fitness, its employees, agents, or representatives.
5. Provide a "office" area inside of the Fairburn Youth Center's gymnasium

**E. WORK PRODUCTS AND SERVICES REQUIRED**

1. EQUIPMENT AND PROPERTY  
The City will provide trash containers and the City will provide disposal.
2. MAINTENANCE OF EQUIPMENT  
All program related equipment and equipment maintenance will be the responsibility of Mental Fitness.

3. UTILITIES

The City of Fairburn shall provide utilities to Mental Fitness, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The City of Fairburn will not provide telephone service or be responsible for charges incurred for this service.

**G. CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, and any addenda. Should there be any discrepancy amongst the documents; the above order of priority will prevail.

**H. GOVERNING LAW AND VENUE:** The provisions of the Contract Documents shall be governed by the laws of the State of Georgia. If any dispute arising with regard to the interpretation or meaning of the Contract Documents which cannot be resolved amicably will be settled by litigation. Both parties agree exclusive venue shall lie in the Fulton County, Georgia.

**I. SEVERABILITY:** Should any portion of this Agreement be deemed unconstitutional or otherwise unenforceable by a Court or body of competent jurisdiction, then the remaining portions of the Agreement shall remain in full force and effect.

**J. ATTACHMENTS:** The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement:

<u>Attachment</u>	<u>Document Title</u>
A.	Insurance requirements

Mental Fitness, 21<sup>st</sup> Century Learning Inc.

City of Fairburn, Georgia

\_\_\_\_\_  
John Childs – Signature

\_\_\_\_\_  
Elizabeth Carr- Hurst, Mayor

\_\_\_\_\_  
John Childs – Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Jennifer Elkins, Interim City Clerk

Attest as to Form:

---

William R. (Randy) Turner, City Attorney



## **ADDENDUM A INSURANCE REQUIREMENTS**

Mental Fitness shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Mental Fitness, his agents, representatives, employees or subcontractors.

### **A. MINIMUM LIMITS OF INSURANCE**

Mental Fitness shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
3. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officer's officials, and employees; or Mental Fitness shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

### **C. OTHER INSURANCE PROVISIONS**

#### **1. General Liability, Automobile Liability, and Umbrella Liability Coverages**

The Owner and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Mental Fitness.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

Mental Fitness is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by Mental Fitness for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of said change of coverage, cancellation, suspension, termination / or non-renewal.

### **D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

### **E. VERIFICATION OF COVERAGE.**

Mental Fitness shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of Mental Fitness who is performing all or part of the services under this Agreement under a separate contract with Mental Fitness

Mental Fitness shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Mental Fitness is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### G. WAIVER OF SUBROGATION

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

#### INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Mental Fitness shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of Mental Fitness, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by Mental Fitness in the performance of the work; or c) liens, claims or actions made by Mental Fitness or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for Mental Fitness or his/her subcontractor, as approved by the City of Fairburn, under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be borne by Mental Fitness.



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Police Department Honor Guard Uniform Purchase

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

Submitted: May 8, 2018

Work Session: May 14, 2018

Council Meeting: May 14, 2018

**DEPARTMENT:** Police

**BUDGET IMPACT:** \$55,706.00 (seized funds)

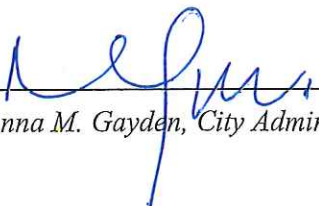
**PUBLIC HEARING?** ( ) Yes      (X) No

---

**PURPOSE:** The police department is requesting approval to utilize seized funds for the purchase of two (2) Ford Explorer police vehicles.

**HISTORY:** The police department is requesting approval for the use of seized funds in the amount of \$55,706.00 to purchase two Ford Explorer police vehicles. This amount covers the cost of the vehicles, but not the necessary equipment and outfitting. The outfitting costs will be addressed at a later date after the vehicles are delivered. This purchase is being made using state contract pricing.

**RECOMMENDED ACTION:** Approval to use seized funds for the purchase of two Ford Explorer police vehicles.

  
\_\_\_\_\_  
Donna M. Gayden, City Administrator

  
\_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor





# GA Statewide Contract ES-RFR-40199-409

## Pursuit Utility Vehicle (Explorer) All Wheel Drive

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

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

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

Mar-18

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

PAINT COLORS				
YZ	Oxford White	Vermillion Red	E4	
G1	Black	Light Blue Metallic	LN	
BU	Medium Brown Metallic	Blue Metallic	FT	
E3	Arizona Beige Clearcoat	Silver Gray Metallic	TN	1
HG	Smokestone Metallic	Sterling Gray Metallic	UJ	
J1	Kodiak Brown Metallic	Ingot Silver Metallic	UX	
JL	Dark Toreador Red Metallic	Medium Titanium Metallic	YG	
KR	Norsea Blue Metallic	Fire Engine Red (VSO)	4650	
LK	Dark Blue	Dark Forest Green (VSO)	7606	
LM	Royal Blue	Emerald Green (VSO)	7862	

VSO Special Paint add 950.00

Base Vehicle	\$26,382.00
Total Chassis Options	\$1,471.00
Total Body Options	\$0.00
VSO Paint	0.00
Delivery Zone	\$0.00
Total	\$27,853.00
	x2 \$55,706.00

Agency Contact Lt. T. Williams  
Phone 678-427-1735  
Agency Fairburn Police Dept.  
Address 10000 Peachtree Street, Fairburn, Ga.





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONDEMNATION OR REDUCTION IN SCOPE AT PARCEL 5 OF THE DOWNTOWN LCI PROJECT**

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

Submitted: 05/08/2018                      Work Session: 05/08/2018                      Council Meeting: 05/14/2018

**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 or a reduction in scope at Parcel 5 of the Downtown LCI 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 one parcel (Parcel 5, Wiley & Howard Properties, LLC) because the Owner, Chris Wiley is having problems obtaining the tenant consent required for the closing from the leasee S.J. Collins Enterprises, LLC (Steve Collins). 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 is the exhibit that loosely demonstrates the difference between acquiring or not acquiring what we need on Parcel 5.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council pursue condemnation.

  
Donna Gayden, City Administrator

  
Elizabeth Carr-Hurst, Mayor

Preconstruct Status Report

PI NUMBER: 0012636 SR 14; CS 4130W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI  
COUNTY: Fulton SPONSOR: Fairburn MEASURE: E  
LENGTH(MI): 0.45 MPO: Atlanta TMA DESIGN FIRM: Inc.  
PROJ NO: Corazzini, Bryan J. MODEL YR: 7  
PROJ MGR: KESD TYPE WORK: Bicycle/Ped. Facility  
AODH INITIALS: BIKE/PED DOT DIST: 013  
OFFICE: Program Delivery CONCEPT: Enhancement  
CONSULTANT: Local Design, Reimbursed by GDOT funds

BASELINE LET DT: 9/19/18  
MGMT LET DT: 5/15/17  
WHO LETS?: Local Let  
LET WITH: 0  
PRINT DATE: 04/25/18  
PAGE: 1

SCHED LET DT: 12/13/18  
LIGHTING TYPE: None  
ENV DOC TYPE: NEPA  
ENV CONSULTANT: Edwards-Pitman Environmental, Inc.

COMPLETE STREETS:

SUFF:

BASE START	BASE FINISH	TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	ACTUAL %
6/24/15	2/12/16	Concept Development Summary	2/13/15	2/17/16	2/13/15	2/17/16	100
12/24/15	12/24/15	PM Submit Concept Report	12/18/15	12/18/15	12/18/15	12/18/15	100
2/12/16	2/12/16	Management Concept Approval Complete	2/17/16	2/17/16	2/17/16	2/17/16	100
7/17/16	7/17/16	Public Information Open House Held	9/17/15	9/17/15	9/17/15	9/17/15	100
7/16/15	3/22/17	Environmental Document Approval Summary	7/1/15	2/1/17	7/1/15	2/1/17	100
7/16/15	4/12/16	(11412 through 18100)	7/1/15	5/31/16	7/1/15	5/31/16	100
10/20/15	12/18/15	Database Summary	2/25/14	10/10/14	2/25/14	10/10/14	100
2/15/16	8/3/16	Preliminary Roadway Plans (consultant design)	2/18/16	8/25/16	2/18/16	8/25/16	100
12/27/16	12/21/17	Submit Preliminary Plans to Utilities for Impacted Railroads	11/7/16	11/28/16	11/7/16	11/28/16	100
10/7/16	10/7/16	PPFR Inspection	10/18/16	10/18/16	10/18/16	10/18/16	100
12/2/16	12/22/16	ROW Plans Preparation	10/19/16	12/23/16	10/19/16	12/23/16	100
2/13/17	4/7/17	ROW Plans Final Approval	1/10/17	3/9/17	1/10/17	3/9/17	100
3/23/17	4/7/17	L & D Approval	1/27/17	2/23/17	1/27/17	2/23/17	100
2/20/17	5/2/17	ROW Acquisition Summary	2/23/17	7/18/18	2/23/17	7/18/18	83
5/8/17	5/8/17	ROW Authorization	5/9/17	5/9/17	5/9/17	5/9/17	100
5/24/16	2/21/17	Soil Survey Summary	5/24/16	5/24/16	5/24/16	5/24/16	100
3/23/17	8/14/17	Final Construction Plans	2/2/17	12/18	2/2/17	12/18	100
2/1/18	2/1/18	PPFR Inspection	2/8/18	2/8/18	2/8/18	2/8/18	100
7/2/18	7/2/18	Submit Final Plans	9/21/18	9/21/18	9/21/18	9/21/18	0

Bridge : DWL 1/4/18 STANTEC - WALLS ALONG SR 14

Design : Preliminary design under way (b/c 4/8/16)  
EIS : OnSchedCertFor15Sept18LetWillCertBy6L22June2018 | CertForROW23March17 ICE | 1Feb16 | Perry2Apr118  
Engr Services : WDT: Received PPFR request 07SEP2016. WCW: 3NOV2016. Accepted PPFR Report Responses. WDT: 09JAN2018 Received PPFR request. AKK: 09FEB2018 Sent out PPFR Report. AKK: 27FEB2018 Accepted PPFR Responses.  
LGPA : PFA SGN (L) FAIRBURN DO 20% PE/100% >\$590K (FED)20% ROW/100% >\$40K (FED)UTILITIES & 20% CST/100% >\$2,489,600 (FED) 9-10-13.  
Planning : In Atlanta constrained RTP (4/10/14): Traffic completed for (2020/2040) & (2022/2042) on 02/2017.  
ROW : ADDED BY ARCH#1 8-2013#2 11-2013  
Railroad : LROW-NTP 6/12/17ps 15 months per KTANC. LGRW upd NC 4-16-18j; City executed contract 4/24/17;  
Utility : GDOT executed contract 5/26/17 trr. 6-22-2017  
CSX: Need Railroad Coordination by the Local Sponsor.  
JT: On schedule, Need Cert. Pkg. from the Locals. 2/26/18.

Phase	Approved	Proposed	Program	Cost	Fund	Status	Date Auth
PE	2014	2014		\$612,500.00	M230	AUTHORIZED	5/14/13
PE	2013	2013		\$125,000.00	Q23	AUTHORIZED	5/14/13
ROW	2017	2017		\$570,000.00	L230	AUTHORIZED	5/9/17
CST	2019	2019		\$4,152,425.27	Z230	PRECST	
COST EST AMTS							
PE				\$737,500.00			
ROW				\$570,000.00			
CST				\$4,152,425.27			
STIP AMOUNTS							
Activity							
PE				\$612,500.00			
PE				\$125,000.00			
ROW				\$570,000.00			
CST				\$3,198,858.70			

Project Manager

Local Contact: Lester Thompson lthompson@fairburn.com or 770-984-2244 (ext #306)  
Design Consultant: Stantec - Andrew Kohr at Andrew.Kohr@stantec.com or 678-689-2377  
In-House Charge to: 0013192-PE

FFPR Held: 2-8-18  
FFPR Responses Accepted:  
Corrected FFPR Due: 5-3-18  
PS&E Package Due (to GDOT): 7-2-18  
UTL Cert Due: 7-6-18  
ROW Cert Due: 7-6-18  
Env. Cert Due: 7-6-18  
404/5BV: N/R  
1625 Submitted for CST Auth: No  
CST Auth. Due: 8-3-18  
On Schedule for Let: At Risk  
Risk: behind on ROW acq. due to potential condemnations  
LAP Certified: Yes

b/c 4-13-18

Pre Parcel CT	5	Total Parcel in ROW System:	10	Cond Field:	0	Acquired by:	LOC	DEEDS CT:	2
Under Review	0	Options Pending:	1	Relocations:	0	Acquisition MGR:	Sewell, Pam (LOC)		
Released	10	Condemnations - Pending:	0	Acquired:	3	ROW Cert Date:			





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT AND TASK ORDER NO. 1 WITH MORELAND ALTOBELLI FOR PROFESSIONAL ENGINEERING SERVICES**

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

Submitted: 05/08/2018      Work Session: 05/08/2018      Council Meeting: 05/14/2018

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The overall budget impact associated with the proposed contract is estimated to be approximately \$60,000 depending on the needs of the City. The budget impact of Task Order No. 1 is an amount not to exceed \$20,000.

**PUBLIC HEARING?** ( ) Yes      ( X ) No

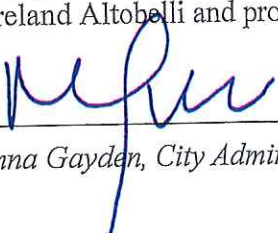
---

**PURPOSE:** For Mayor and Council to approve the Contract with Moreland Altobelli for Professional Engineering Services and the initial task order for this proposed work.

**HISTORY:** The City of Fairburn is required to review site development plans, hydrology reports, traffic studies and other associated tasks to ensure compliance with Federal, State, Fulton County and City of Fairburn requirements. Moreland Altobelli was requested to submit an agreement for Professional Engineering Services and an associated task order to better enable the City to satisfy the above requirements.

**FACTS AND ISSUES:** Approval of the Contract with Moreland Altobelli for Professional Engineering Services and the associated Task Order No. 1 will provide the City the necessary support to review site development plans, hydrology reports, traffic studies and to conduct other associated tasks as required.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the Contract with Moreland Altobelli and proposed Task Order No. 1 for an amount not to exceed \$20,000.

  
Donna Gayden, City Administrator

  
Elizabeth Carr-Hurst, Mayor

## AGREEMENT FOR PROFESSIONAL SERVICES

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

### Recitals:

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signature page follows]**

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

**CONTRACTOR:**

Address:

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

MORELAND ALTOBELLI ASSOCIATES, LLC., a  
Delaware

By: \_\_\_\_\_

President

Date signed by Contractor:

\_\_\_\_\_, 20\_\_

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE

17th DAY OF April, 2018

\_\_\_\_\_  
Notary Public

My Commission Expires: 12/26/19



**CITY:**

Address:

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

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

By: \_\_\_\_\_

Mayor

Date signed by City:

\_\_\_\_\_, 20\_\_

Attest: \_\_\_\_\_

Approved as to form:

City Clerk

\_\_\_\_\_  
City Attorney

[SEAL]





## MorelandAltobelliAssociates,LLC

AN ATLAS COMPANY

2450 Commerce Avenue, Suite 100 • Duluth, Georgia 30096-8910 • Phone: 770/263-5945 • Fax: 770/263-0166 • [ma@maci.net](mailto:ma@maci.net)

L. Joe Boyer CEO	Buddy Gratton, PE President	Vickie Moreland CFO	Holly Moreland Vice President	Richard Boullain, PE Vice President	Barry Brown, PE Vice President	Henry Collins, Jr. Vice President
David Graham, PE Vice President	Bradley Hale, PE Vice President	Don Jones, FLS Vice President	Albert Joyner, Jr. Vice President	Christopher Kingsbury, FLS Vice President	L.N. Manchi, PE Vice President	Russell Small Vice President

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

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

Project: 2018 Professional Engineering Services  
TO No.: 1

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

### BACKGROUND INFORMATION

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

#### Task 1 – Construction, Engineering and Inspection Services

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

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

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



---

***Authorization:***

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

Authorized by: \_\_\_\_\_

Title: Mayor

Print Name: **Elizabeth Carr- Hurst**

Date: \_\_\_\_\_

## **Attachment 2**

### **City of Fairburn Professional Engineering Services**

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Extension of the Intergovernmental Agreement for the Provision of Animal Control Services between Fulton County, Georgia and Fairburn, Georgia

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

Submitted: 05/09/2018

Work Session: 05/14/2017

Council Meeting: 05/14/2017

**DEPARTMENT:** Code Enforcement

**BUDGET IMPACT:** There will be no impact to the budget as the estimated share of the total cost to the City will remain unchanged. Current IGA agreement cost was based on the classification and location of calls received by the animal control services vendor during the previous year.

**PUBLIC HEARING?** ( ) Yes                      ( X ) No

**PURPOSE:** For Mayor and Council to approve the intergovernmental agreement for the provision of animal control services with Fulton County for another 2 months while signatures are secured for both the IGAs and the overall contract with the County. In efforts to continue to provide the City with uninterrupted animal services, the County would like to extend the service for an additional five-year period.

**HISTORY:** The City of Fairburn has historically contracted with Fulton County for the provision of animal control services. The current intergovernmental agreement will expire April 30, 2018.

**FACTS AND ISSUES:** In efforts to continue to provide the City with uninterrupted animal services, the County would like to extend animal control services for an additional five-year period.

The term of this Agreement is for eight months from May 1, 2018 through and concluding on December 31, 2018 with four-year automatic renewals commencing on January 1 of each successive year. This agreement will terminate on December 31, 2022.

During the extended period of the IGA, the estimated share of the total cost to the City will remain unchanged. The cost was based on the classification (rabies related or not) and location of calls received by the animal control services vendor during the previous year.

**RECOMMENDED ACTION:** Approval of the Intergovernmental Agreement with Fulton County for Animal Control Services.

  
Donna M. Gayden, Administrator

  
Elizabeth Carr-Hurst, Mayor



# OFFICE OF THE FULTON COUNTY MANAGER

## Fulton County Government Center

141 Pryor Street SW, Suite 10061  
Atlanta, Georgia 30303



Telephone: 404-612-8320  
Facsimile: 404-612-2184

Donna Gayden  
City Administrator Fairburn  
56 Malone St  
Box 145  
Fairburn, GA 30213

Ms. Gayden:

As you are aware, the current Intergovernmental Agreement (IGA) for providing Animal Services by Fulton County for your City ends on April 30, 2018. We plan to extend this contract another two months while we secure signatures for both the IGAs and the overall contract with the County. In an effort to continue to provide your City with uninterrupted animal services, we have attached a new IGA that extends the service for an additional five year period.

During the new IGA period, the estimated share of the total cost to operate the Animal Services program for your City will be based on the classification (rabies related or not) and location of calls for service. Unlike during the previous IGA period, I have instructed my team to enhance our level of service to you and provide real-time billing on a quarterly basis.

### Baseline Level of Service

As you may recall, the RFP for an Animal Services provider that we released last year was drafted in a fashion that requested all responsive bidders provide a proposal for the cost to perform services based on the current minimal staffing requirements and overall needs of the program. We termed this the "baseline level of service". In keeping with Fulton County's commitment to be First in Three – Impact, Service and Efficiency in partnership with Engaged People, responsive bidders were also requested to submit an additional proposal for "Best In Class" level of service which would address the needs of a jurisdiction with our demographics, geography and predicted growth. In order for the "Best In Class" proposal to be successful, a significant investment would need to be made to increase our shelter capacity at the main facility as well as open a satellite facility in the northern and southern ends of the County. These two options were presented in a Fulton County Mayor's meeting on December 14th, 2017 and the group unanimously voted to remain with the "baseline level of service" option while maintaining the capability for a jurisdiction to individually enhance their level of service should they desire.

### Dispatch:

My team also determined that in order for us to provide the highest level of service for our citizens as well as properly administering the Animal Services contract we needed to retain the call taking and

dispatch functions of the Animal Services program. During this new IGA period, calls for service will be processed by a public safety grade call taking and dispatch center similar to what you are accustomed to with your police, fire and emergency medical services related providers. This enhanced level of service will also provide us the ability to provide you with the necessary performance reports as it pertains to field services.

IGA:

Attached to this letter, I have included the IGA for your review and action as well as an Estimated Payment Calculator to assist you with your internal budgeting processes. This estimated cost model utilizes data from a previous thirteen-month period and shows you how your call volume relates to your neighboring cities.

We are requesting that you sign and return three (3) original copies of the IGA by May 31, 2018 to the following address:

Fulton County Animal Services  
Attn: Matthew Kallmyer and David Brown  
130 Peachtree Street SW  
Suite G-157  
Atlanta, Georgia 30303

I would also like to solicit your assistance with ensuring we are meeting your community's needs. If you are presented with any specific concerns regarding the quality of service that you are receiving, please forward those to my team members ([matthew.kallmyer@fultoncountyga.gov](mailto:matthew.kallmyer@fultoncountyga.gov) and [david.brown@fultoncountyga.gov](mailto:david.brown@fultoncountyga.gov)) for action.

If you have any questions or concerns regarding this matter, please feel free to contact me at 404-612-8763 or [todd.long@fultoncountyga.gov](mailto:todd.long@fultoncountyga.gov)

Sincerely,



Todd I. Long, P.E.  
Chief Operating Officer  
Office of the County Manager

Attachments  
Fairburn IGA  
Estimated Payment Calculator

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF ANIMAL  
CONTROL SERVICES BETWEEN FULTON COUNTY, GEORGIA AND  
FAIRBURN, GEORGIA**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fairburn, Georgia (“City”), a municipal corporation, and Fulton County, Georgia (“County”), a constitutionally created political subdivision of the State of Georgia, herein after collectively referred to as the “Parties”.

**WHEREAS**, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, counties and cities are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

**WHEREAS**, there is a need to control rabies, investigate animal cruelty complaints, and investigate animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City; and

**WHEREAS**, the mission of Fulton County Animal Services is to provide a humane environment for Fulton County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism; and

**WHEREAS**, in partnership with the Fulton County Animal Services contractor, additional services are provided such as veterinary care for animals including spay/neuters, pet adoptions, pet reclaims, volunteer programs, foster home programs, rescue group coordination and other life-saving programs on a twenty-four hour per day basis; and

**WHEREAS**, Fulton County Animal Control Officers (ACOs) are authorized to issue citations for violations of the Rabies and Animal Control Ordinances including, but not limited to, Leash Law, Tethering violations, Cruelty to Animals, Special Permits, Animal License, Animal Bites, Dangerous or Vicious Animals, Nuisance, Abandonment, Rabies Violations, Running at Large, Commercial Guard and Security Dogs, Animals as Prizes and Cruelty to Elephants; and

**WHEREAS**, the County and the City desire to enter into and Intergovernmental Agreement for the County to respond to citizens' requests for animal control services within the corporate limits of the City; and

**WHEREAS**, the City and the County entered into an Intergovernmental Agreement on or about July 1, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 (“Original Agreement”), for the purpose of authorizing Fulton County to provide animal control services to the City, by way of a contract with an animal control services vendor; and

**WHEREAS**, the term of the Original Agreement is set to expire on April 30th, 2018 and the County and City desire to maintain the same level of services for an additional five (5) year period beyond this set date; and

**WHEREAS**, the Parties desire, through this Agreement, to agree to the Term (Articles) of this Agreement under the new terms and conditions set forth;

**NOW THEREFORE**, the City and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

## **ARTICLE 1 PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary animal control services functions for the County's homeless pets while enforcing the animal control laws of Fulton County, GA in a manner that reflects quality and professionalism. The Parties agree that:

- 1.1 The County agrees to provide animal control services through a contract with an animal control services vendor within the corporate limits of the City. The purpose of such service shall be to enforce the Georgia Animal Control Act, all County ordinances attendant thereto, and all ordinances of the City related to animal control services.
- 1.2 The County agrees to provide a response to requests for animal control services within the City in accordance with the time periods specified in the County's contract with its approved animal control services vendor.
- 1.3 The County agrees to provide rabies control, investigate cruelty complaints and animal bites, operate an animal shelter and remove live or dead animals from within the corporate limits of the City upon request of the City and in accordance with the approved contract with the animal control services vendor.
- 1.4 The County agrees to provide the City courteous, efficient, and accessible Animal Control Services for emergencies, and non-emergencies for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

## **ARTICLE 2 TERM OF AGREEMENT**

The term of this Agreement is for eight (8) months from May 1, 2018 at 0000 hours through and concluding at 2400 hours on December 31, 2018 with four (4) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2022.

At the conclusion of the last term (2400 hours on December 31, 2022), the City will be solely responsible for providing all animal control services within City boundaries, unless extended by mutual agreement approved by both governing bodies. Any such change is



subject to consideration and approval of the County Board of Commissioners and the governing body of the City.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement.

### **ARTICLE 3 COMPENSATION AND CONSIDERATION**

The City and County do hereby agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in this Agreement are material and enforceable during the entire agreed period using the following formula:

$$\text{Payment Amount} = (A+V+C+M+D)(R/TR)$$

A	Annualized contract amount
V	Vehicle replacement (total cost \$832,592 over 5 years -- Approx cost per unit \$52,037)
C	5-year capital improvement plan (total cost \$2,500,000 over 5 years)
M	Annual maintenance cost
D	Call Taking and Dispatch Services (24/7/365)
R	Number of Responses for a particular Jurisdiction
TR	Total number of Responses

The payment amount for each jurisdiction will be based on its monthly calls for service. An example calculation is included with this document (Attachment 1). The cost to the City will be based on classification and location of calls received by the animal control services vendor during the month of service with the payment amount determined by the formula listed above.

The payment amount will be enforceable during the period of this agreement and all payments will be due within sixty (60) days of the invoice date and should be sent to the following address

Fulton County Animal Services  
Attn: Matthew Kallmyer & David Brown  
130 Peachtree Street SW  
Suite G-157  
Atlanta GA, 30303

Failure to remit payment to Fulton County within sixty (60) days of the invoice date may result in the suspension of services to the City until such time as the payment is received or termination of the agreement.

## **ARTICLE 4**

### **ENFORCEMENT & SERVICE RESPONSE**

Animal Control Officer(s) (ACOs) will assist citizens and other public safety agencies who have requested help with domestic animal problems in a professional manner within their Area of Responsibility (AOR). ACO(s) shall respond to requests for services called in via the public or municipal partners and after these priority responses are met, the ACO(s) will patrol on a scheduled basis area of designated responsibility.

ACO(s) will cite animal owners for violations of Fulton County Animal Control Ordinances, participate in the prosecution of such citations, and investigate and prepare reports regarding serious code violations.

The ACO(s) will impound stray dogs, and other animals that are subject to impoundment and when necessary, bring animals into the animal shelter under protective custody. All impounded animals will be held for a minimum of seven (7) days unless reclaimed by their owner, transferred to rescue or adopted as provided in the Fulton County Animal Control Ordinance. The County will use all reasonable efforts to locate the owner of each animal prior to any disposition.

ACO(s) will also enforce the quarantine of animals that have bitten a person and enforce the regulations governing classified and/or dangerous animals, and inspect premises where animals are kept for sanitary conditions. ACO(s) will transfer any injured animals to the animal shelter, a veterinarian or ensure that the owner (if present) of the animal seeks medical treatment when necessary.

Animal Control Officers shall be dispatched so as to handle requests for service in a timely manner. Response to service requests shall be in the following priority:

- 1) Dog bites or animal attacks
- 2) Injured animals
- 3) Public Safety emergency calls
- 4) Quarantine violations
- 5) Cruelty to animals
- 6) Animals in custody
- 7) Loose animals
- 8) Animal welfare checks

The average response time to requests for service for priority 1, 2 and 3 shall be forty-five (45) minutes or less. "Response time" means that period of time between receipt of a service request by the selected vendor, and when an Animal Control Officer is dispatched and arrives at the location of the service request after being dispatched.

The average response time of all responses to priority 4 and 5 calls will be no greater than 4 hours. The average response time of all responses to priority 6, 7 and 8 calls will be no greater than 24 hours.

At all times that there is not a regularly scheduled Animal Control Officer on duty, there shall be an on-call Animal Services Officer to respond to emergency priority 1, 2 and 3 calls.

Upon becoming aware of a possible violation, through request for service, personal observation, analysis of records and data, or other method, ACOs shall conduct a thorough investigation. If after conducting a thorough investigation, the ACOs find just and reasonable grounds to believe a violation was committed, then the appropriate citation and/or Notice of Violation shall be issued. Citations and/or Notices of Violation shall be issued consistent with Animal Control Ordinances and other applicable laws.

The County will complete the "thorough investigations" referenced in this section within 7 (seven) calendar days, unless a specific exception is documented in writing. The documentation shall state why the extension was needed and when the investigation was completed.

## **ARTICLE 5 TRANSITION**

In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to the City to maintain the same high quality of services provided by this Agreement for the residents, businesses, and visitors of the City.

The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager (or his/her designee) will meet and confer to ensure a smooth transition.

## **ARTICLE 6 INDEMNIFICATION**

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

The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

## **ARTICLE 7**

### **TERMINATION AND REMEDIES**

The City or the County may terminate this Agreement only for an event of default.

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

If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.

In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

## **ARTICLE 8**

### **AMENDMENTS**

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

## **ARTICLE 9**

### **NOTICES**

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



If to the County:

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

With a copy to:  
Patrise Perkins-Hooker, County Attorney  
141 Pryor Street, SW,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0246  
404-730-6324 (facsimile)

If to the City:

Donna Gayden, City Administrator  
56 Malone St  
Box 145  
Fairburn, GA 30213  
770-964-2274

With a copy to:  
Randy Turner, City Attorney  
2265 Roswell Road  
Suite 100  
Marietta, Georgia 30066  
770-509-9770

#### **ARTICLE 10 NON- ASSIGNABILITY**

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

#### **ARTICLE 11 ENTIRE AGREEMENT**

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

**ARTICLE 12**  
**GOVERNING LAW AND VENUE**

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

**ARTICLE 13**  
**SEVERABILITY**

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

**ARTICLE 14**  
**BINDING EFFECT**

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

**ARTICLE 15**  
**COUNTERPARTS**

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

This Agreement contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and the City, acting by and through its duly authorized officers.

**(SIGNATURES ON NEXT PAGE)**

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

**FAIRBURN, GEORGIA**

Attest:

\_\_\_\_\_  
Elizabeth Carr-Hurst  
Mayor

\_\_\_\_\_  
Clerk  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners  
Commissioners

\_\_\_\_\_  
Tonya L. Grier, Interim Clerk  
Fulton County Board of

APPROVED AS TO FORM:

\_\_\_\_\_  
Patrise Perkins-Hooker  
County Attorney

\_\_\_\_\_  
Matthew Kallmyer  
Fulton County Emergency  
Management Services

# ATTACHMENT 1

## Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

(Based on data for the period ending 02/01/2017 thru 02/28/2018)

$$\text{Payment Amount} = (A+V+C+M+D)(C/TC)$$

A	Annualized contract amount	\$	3,600,000.00
V	Vehicle replacement (total cost \$832,592 over 5 years -- Approx cost per unit \$52,037)	\$	166,518.40
C	5-year capital improvement plan (total cost \$2,500,000 over 5 years)	\$	500,000.00
M	Annual maintenance cost	\$	300,000.00
D	Call Taking and Dispatch Services (24/7/365)	\$	328,000.00
TC	Total Calls		

<b>Total Annual Cost</b>	\$	4,894,518.40
County Contribution	\$	128,000.00
Total Annual Cost (Minus County Contribution)	\$	4,766,518.40

	Name of Jurisdiction	# of Responses Per Jurisdiction	% of Jurisdiction Responses to Total Responses	Share of Total Cost
1	Alpharetta	251	1.20%	\$ 57,148.13
2	Atlanta	12337	58.93%	\$ 2,808,910.32
3	College Park	33	0.16%	\$ 7,513.50
4	East Point	1190	5.68%	\$ 270,941.34
5	Fairburn	637	3.04%	\$ 145,033.30
6	Hapeville	53	0.25%	\$ 12,067.14
7	Mountain Park	3	0.01%	\$ 683.05
8	Palmetto	221	1.06%	\$ 50,317.68
9	Sandy Springs	452	2.16%	\$ 102,912.17
10	Roswell	470	2.25%	\$ 107,010.44
11	Union City	845	4.04%	\$ 192,391.12
12	Johns Creek	301	1.44%	\$ 68,532.22
13	Milton	155	0.74%	\$ 35,290.68
14	South Fulton	3766	17.99%	\$ 857,449.64
15	Chattahoochee	171	0.82%	\$ 38,933.59
16	Fulton Industrial District	50	0.24%	\$ 11,384.09
<b>Total</b>		<b>20935</b>	<b>100.00%</b>	<b>\$ 4,766,518.40</b>