



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

**WORKSHOP AGENDA**

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



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
March 26, 2018  
7:00 PM

## **REGULAR AGENDA**

### ***The Honorable Mayor Elizabeth Carr-Hurst, Presiding***

The Honorable Alex Heath  
The Honorable Hattie Portis-Jones  
The Honorable Pat Pallend

The Honorable Ulysses Smallwood  
The Honorable Mayor Pro-Tem James Whitmore

Donna M. Gayden  
Jennifer Elkins  
Randy Turner

City Administrator  
City Clerk  
City Attorney

- |       |   |                                |
|-------|---|--------------------------------|
| I.    | Meeting Called to Order:  | The Honorable Mayor Carr-Hurst |
| II.   | Roll Call:  | City Clerk                     |
| III.  | Invocation:   | Mayor Pro Tem Whitmore         |
| IV.   | Pledge of Allegiance:   | In Unison                      |
| V.    | Presentation:   |                                |
|       | 1. Volunteer Coach of the Year  |                                |
| VI.   | Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date. |                                |
| VII.  | Adoption of the Council Agenda:   | Council Members                |
| VIII. | Adoption of Consent Agenda Items:   | Council Members                |
| IX.   | Adoption of City Council Minutes:   | Council Members                |
|       | 1. February 26, 2018  |                                |

X. Agenda Items:

**New Business:**

**Planning and Zoning**

Tarika Peek

1. Consideration and action on the Final Plat for OCP/CLG Fairburn.

**Utility Department**

Tom Ridgeway

2. Consideration and action on Resolution 2018-05 MEAG Voting Delegation.
3. Consideration and action on a Memorandum of Agreements with Metropolitan North Georgia Water Planning District to participate in district wide Toilet Retrofit Program not to exceed \$2,500.
4. Consideration and action to approve a policy for Payment Arrangements to assist utility customers with unusually large bills.
5. Consideration and action to direct MEAG Power to apply the City's MEAG Power Projects 2017-year end settlement of \$198,060 to the City New Generation and Capacity Funding Account-Intermediate Extended Maturity.
6. Consideration and action to direct MEAG Power to apply the City's MEAG Power 2017-Telecommunications year end settlement of \$1,363 to the City's New Generation and Capacity Funding Account – Intermediate Extended Maturity.

**Finance Department**

John Wiggins

7. Consideration and action on Budget Amendment Ordinance 2018-01 Budget Amendment.
8. Consideration and action on Hotel/Motel Revenue Management with GMA in an amount not to exceed \$5,400.00 per year.

**Parks and Recreation**

Chapin Payne

9. Consideration and action to enter into a Rental Agreement with G. Pat Green for use of 129 W. Board Street for daily and event parking for \$500.00 a month.

**Administration**

Donna Gayden

10. Consideration and action on an agreement with Advanced Disposal for commercial dumpster services.

**Human Resources**

Linda Johnson

11. Consideration and action on HR Express Program with GMA in an amount not to exceed \$2,000.

**City Clerk**

Jennifer Elkins

12. Consideration and action on an agreement with Fulton County Elections for the May 22, 2018 Special Elections in the amount of \$1,798.39.

13. Consideration and action on Appointment of Development Authority of Fairburn and the Downtown Development Authority Members.

- a. Rhonda Appleby
- b. Danita Jones
- c. Johnny Todd
- d. Carlos Montano
- e. Jason Jones

14. Consideration and action on Appointment of Housing Authority members.

- a. Betty North
- b. Daisy Brown
- c. Sandra Raines

**City Attorney**

Randy Turner

15. Consideration and action on Resolution 2018-04 Rules of Procedure.

- |       |                          |                 |
|-------|--------------------------|-----------------|
| XI.   | Council Comments:        | Council Members |
| XII.  | Executive Session*- None | City Attorney   |
| XIII. | Adjournment              | Council Members |

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





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

**WORKSHOP MINUTES**

I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst  
Mayor Hurst called the meeting to order at 6:00PM at 56 Malone Street, Fairburn, GA 30213.

II. ROLL CALL: City Clerk  
Mayor Elizabeth Carr-Hurst  
Councilman Alex Heath  
Councilwoman Hattie Portis-Jones  
Councilman Pat Pallend  
Councilman Ulysses Smallwood  
Mayor Pro Tem James Whitmore

Jennifer Elkins, City Clerk, stated that all were present and that a quorum was present.

III. PRESENTATION

1. Mid-South Benefits – Employee Benefits  
Karen Larkin with Mid-South Benefits presented the changes to the employee benefit package for the upcoming renewal period.

IV. COUNCIL DISCUSSION

1. Discussion of Ethics Ordinance  
Randy Turner, reviewed the current Code of Ethics for the City of Fairburn with the Mayor and Council.

Mayor Hurst stated that the Code requires the Mayor and Council to appoint a 7-member ethics committee. Further, Mayor Hurst stated that there was one vacancy because of the vacant Council seat, 4 seats that are expired and 2 seats that are current.

Mayor Hurst inquired if the Council knew their previous appointments.

Councilman Heath stated that he appointed Debbie Mulls.

Councilwoman Portis-Jones stated that she appointed Tony Smith.

Councilman Pallend stated that he appointed James Sumners.

Mayor Hurst stated that Honi Williams was her appointment.

Council believed that Chester Brown was former Councilperson Lydia Glaize and they did not know who appointed Celeste Jones.

Mayor Hurst stated that re-appointments would be needed and the newly elected councilperson would have an appointment as well.

Mayor Pro Tem Whitmore stated that he appointed Ellen Samuels.

## 2. Financials for City

Donna Gayden, City Administrator, provided financials for October and November and stated that this was the beginning of transparency for the City.

## V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION

Mayor Hurst stated that the following items would be placed on the Regular Council Agenda 1, 2, and 3.

Mayor Hurst stated that the following items would be placed on the Consent Agenda 4, 5, and 6.

Councilwoman Portis-Jones inquired about the letter that was to be sent to the Fulton County Board of Elections.

Mayor Hurst stated that the letter was sent and that representatives would be in attendance at the Fulton County Board of Elections meeting.

Councilwoman Portis-Jones inquired about the high cost of a voting location.

Mayor Hurst stated that the City would need to have a conversation with the Church charging \$1,500.

## Council Comments:

Mayor Pro-Tem Whitmore stated that the City had hosted a homestead exemption workshop that was very interactive for its citizens.

Councilwoman Portis-Jones stated that the Smith brick mailbox is down again and that this was the 5<sup>th</sup> time.

VI. ADJOURN

Mayor Hurst adjourn the meeting at 6:50PM.

Respectfully submitted,

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Elizabeth Carr-Hurst, Mayor

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Jennifer Elkins, City Clerk



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
February 26, 2018  
7:00 PM

## **REGULAR MINUTES**

### ***The Honorable Mayor Elizabeth Carr-Hurst, Presiding***

The Honorable Alex Heath  
The Honorable Pat Pallend  
The Honorable Hattie Portis-Jones

The Honorable Ulysses Smallwood  
The Honorable Mayor Pro-Tem James Whitmore

Donna M. Gayden  
Jennifer Elkins  
Randy Turner

City Administrator  
City Clerk  
City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

City Clerk

Mayor Elizabeth Hurst  
Councilman Alex Heath  
Councilman Pallend  
Councilwoman Portis-Jones  
Councilman Smallwood  
Mayor Pro Tem Whitmore

Jennifer Elkins, City Clerk stated that all were present and that a quorum was present.

III. Invocation:

Apostle Dr. LaReese L. Howell  
New Horizons in Faith Church  
Ministry International

IV. Pledge of Allegiance:

In Unison

V. Presentation:

None

VI. Public Comments: None.

VII. Adoption of the Council Agenda:

Council Members

**MOTION: Councilman Pallend made a motion Councilman Heath seconded the motion to set the Council Agenda as items number 1, 2, and 3. Motion carried 5-0.**

VIII. Adoption of Consent Agenda Items:

Council Members

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Smallwood seconded the motion to approve the consent agenda items number 4, 5, 6, and 7. Motion carried 5-0.**

IX. Adoption of City Council Minutes:

Council Members

1. February 12, 2018

**MOTION: Councilman Pallend made a motion Mayor Pro Tem Whitmore seconded the motion to approve the Minutes of February 12, 2018. Motion carried 5-0.**

X. Agenda Items:

**New Business:**

**Human Resources**

Linda Johnson

1. Consideration and action to enter into an agreement with United Healthcare for health insurance for employees in the amount of \$1,892,900.52.

**MOTION: Councilwoman Portis-Jones made a motion Mayor Pro Tem Whitmore seconded the motion to enter into an agreement with United Healthcare for health insurance for employees in an amount of \$1,892,900.52. Motion carried 5-0.**

2. Consideration and action to enter into an agreement with Ameritas for Dental and Vision insurance for employees in the amount of \$135,068.64.

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded the motion to enter into an agreement with Ameritas for Dental and Vision Insurance for employees in the amount of \$135,068.64. Motion carried 5-0.**

3. Consideration and action on 100% "reimbursement" of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**MOTION: Councilman Pallend made a motion Councilman Heath seconded the motion to approve the 100% "reimbursement" of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims. Motion carried 5-0.**

**City Clerk**

Jennifer Elkins

4. Consideration and action to cancel the meeting on March 12, 2018 due to the Mayor and Council traveling to National League of Cities Conference.

5. Consideration and action on Resolution 2018-02 Surplus Items.
6. Consideration and action on Resolution 2018-03 Call for Special Election.

**Utility Department**

Tom Ridgeway

7. Consideration and action on an agreement with Pace Analytical Services, Inc. for water sampling and testing services in the amount of \$11,400.00.

XI. Council Comments:

Council Members

Mayor Hurst stated that a 3<sup>rd</sup> grader was in attendance at tonight's meeting for a project on government.

XII. Executive Session- None

City Attorney

XIII. Adjournment

Council Members

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded the motion to adjourn the meeting at 7:11 PM. Motion carried 5-0.**

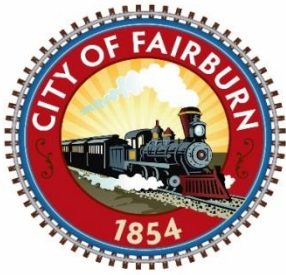
Respectively submitted,

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Elizabeth Carr-Hurst, Mayor

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Jennifer Elkins, City Clerk



# CITY OF FAIRBURN

## CITY COUNCIL AGENDA ITEM

**SUBJECT: 18P-005 PLAT REVIEW - OCP/CLG Fairburn Final Plat**

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

**Submitted: 03.19.18**

**Work Session: 03.26.18**

**Council Meeting: 03.26.18**

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

**BUDGET IMPACT:** None

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

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**PURPOSE:** For the Mayor and City Council to review and approve a final plat for OCP/CLG Fairburn.

**DISCUSSION:** The property is located on the south-east side of Highway 74 (Senoia Road). The property is zoned C-2 (General Commercial) and located in the Highway 74 Overlay District. The applicant is requesting to subdivide the parcel as follows:

Lot	Acreage
1A	14.528
1B	0.584
4A	11.544
4B	32.914
4C	3.00

The final plat has been reviewed by staff and meets all the current regulations of the City Ordinances.

On Tuesday, March 6, 2018 the Planning and Zoning Commission recommended approval of the final plat.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to **APPROVE** the final plat for OCP/CLG Fairburn.

Attachment: OCP/CLG Fairburn









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

**SUBJECT: NAMING OF MEAG POWER VOTING DELEGATES**

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

**Date Submitted: 3/9/2018      Date Work Shop: 3/26/18      Date Council Meeting: 3/26/18**

**DEPARTMENT: Utilities**

**BUDGET IMPACT: None**

**PUBLIC HEARING: ( ) YES      (X ) NO**

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**PURPOSE:** For Mayor and Council to approve a resolution naming Mayor Elizabeth Carr-Hurst as voting delegate for MEAG Power Board elections, and Utility Director Tom Ridgway as alternate voting delegate.

**HISTORY:** The Mayor and Utility Director have been the voting and alternate delegates.

**FACTS AND ISSUES:** This action is required due to Ms. Carr-Hurst being newly elected Mayor.

**OPTIONS:**

**ADMINISTRATORS COMMENTS:**

**RECOMMENDED ACTION:** For Mayor and Council to approve a resolution naming Mayor Elizabeth Carr-Hurst as voting delegate for MEAG Power Board elections, and Utility Director Tom Ridgway as alternate voting delegate.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

RESOLUTION 2018-05

BE IT RESOLVED by the Mayor and City Council of the City of Fairburn that Mayor Elizabeth Carr-Hurst is hereby appointed to serve as this City's voting delegate on the Municipal Electric Authority of Georgia's Election Committee, with authority to cast all votes to which this City is entitled. Tom Ridgway is appointed as alternate voting delegate.

This 26<sup>th</sup> day of March, 2018.

CITY OF FAIRBURN

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Councilmember

\*

\_\_\_\_\_  
Councilmember

\*

[SEAL]

\* Additional council signatures optional.



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

**SUBJECT:** TOILET REBATE PROGRAM

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

**Date Submitted:** 3/16/18    **Date Work Shop:** 3/26/18    **Date Council Meeting:** 3/26/18

**DEPARTMENT:** Water/Sewer

**BUDGET IMPACT:** Up to 2,500

**PUBLIC HEARING:** (    ) YES    ( ☒ ) NO

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**PURPOSE:** Approve Memorandum of Agreements with the Metropolitan North Georgia Water Planning District (MNGWPD) to continue participation in the district wide Toilet Retrofit Program in an amount not to exceed \$2,500.

**HISTORY:** This is an ongoing program designed to help residential customers replace inefficient toilets with low water use toilets to help conserve water

**FACTS AND ISSUES:** Fairburn has participated in this program in the past. The Multi-Family Rebate Program is a new requirement imposed by MNGWPD.

**OPTIONS:**

**ADMINISTRATORS COMMENTS:**

**RECOMMENDED ACTION:** Approve a Memorandum of Agreements with the Metropolitan North Georgia Water Planning District to continue participation in the district wide Toilet Retrofit Program

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

# **Multi-Family Toilet Rebate Program**

## **Program Description and Process**

### **Basic Program Structure**

#### **Program Eligibility:**

1. Must be multi-family residential property on a master meter
2. Must be built prior to 1994
3. Must replace at least 30 toilets
4. Local water utility must be a participant in the program
5. Must apply for rebate through the account owner/association

#### **Those Not Eligible:**

1. Individual residents living in multi-family housing
  2. Institutional or commercial properties
  3. Built in 1994 or after
  4. Properties that have already received a rebate through the program
  5. Past due water accounts
  6. Properties replacing old toilets with flush-valve toilets
1. District coordinates and manages the rebate program for interested utilities, including handling of customer questions and applications
  2. Interested utilities enter into contracts with District committing a specific amount of funds for rebate of toilets for multi-family properties
  3. District charges an administrative fee to the local water utilities for each application sized to cover its costs. See administrative fees on page 3.
  4. Customer submits pre-approval application to District before purchasing or installing toilets. The District will create waiting lists for utilities depending on the amount of funding each utility commits. The pre-approval application must include:
    - a. Name and contact info for applicant
    - b. Name, address and age of the building
    - c. Spreadsheet listing each unit by its address, the number of toilets, the flush volume of each existing toilet and the flush volume of each new toilet (new toilets must all be same flush volume)
    - d. Most recent water bill (past due accounts are ineligible)
    - e. Additional Option – Utility Performs Physical Inspections of Existing Toilets:  
Each utility may choose whether it wants to perform any inspections, including inspecting all units or a random sampling, of existing toilets before new toilets are installed. Physical inspections will need to be performed by utility staff, not

District staff. District Staff will provide virtual post-installation inspections as described in Section 8.

5. District pre-approves application for 90 days after verifying availability of funds, and sends pre-approval notification for customer to purchase toilets
6. Customer purchases WaterSense high-efficiency toilets (HET) or ultra-high efficiency toilets (UHET) and they are installed within 90 days of pre-approval (installation may be completed by plumber or maintenance staff)
7. Customer submits post-installation documentation
8. Post-Installation Verification
  - a. In all cases the District would request and review the following documents:
    - i. Virtual inspection of a selection of toilets with applicant providing a visual inspection of new toilets with District staff. The virtual inspection will be performed using tools such as Skype or other video chatting tools. Inspection will verify the model number and flush volume. (Note – If applicant does not have technology capabilities, utility can determine if on-site inspection by utility is needed)
    - ii. Original receipts showing cost and model of new toilets
    - iii. Completed spreadsheet listing each unit with the new toilet information, including number of toilets, model number and the flush volume
    - iv. Signed certification by applicant that all information is true and correct to the best of their knowledge
  - b. Additional Option – Utility may require recycling as verification of toilet disposal and destruction. Customer will need to include loading ticket from recycler to District based on contract language item 2.k.
  - c. Additional Option – Utility Performs Physical Inspections: Each utility may choose whether it wants to perform any inspections, including inspecting all units or a random sampling
9. Utility will issue rebates to approved customers and notify District of approvals
10. District notifies customers of approval

#### **Program Features**

1. Per Toilet Rebate Amounts: For contracts executed with utilities through Dec. 31, 2018, rebate amounts will be set at (i) \$50 for HETs and (ii) \$75 for UHETs. Customer will be

pre-approved for the rebate option and only one rebate option will be allowed per property. It may be advertised that rebate amounts or funding will decline over time. Future rebate amounts will be discussed with participating utilities in advance.

2. Rebate Minimum per Property: Each property must install at least 30 toilets to participate in the program.
3. Rebate Maximum per Property: Each utility will set the maximum number of rebates per property.
4. Administrative Costs for contracts executed with utilities through Dec. 31, 2018 will be as follows:

<b>2018 Multi-Family Toilet Rebate Program Administrative Fee</b>	
No applications with less than 30 toilet rebates	-
Applications with 30 to 90 toilet rebates	<b>\$400 per application</b>
Applications with 91 or more toilet rebates	<b>\$675 per application</b>

5. Customer Education: The Metro Water District will provide educational materials for all customers.

**MEMORANDUM OF AGREEMENT  
FOR PARTICIPATION IN THE DISTRICT-WIDE TOILET RETROFIT PROGRAM**

THIS AGREEMENT is made and entered into as of this 26 day of MARCH, 2018, by and between CITY OF FAIRBURN (hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District").

**WITNESSETH:**

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area; and

WHEREAS, the District will coordinate and manage a District-wide Toilet Retrofit Program ("the Program") for single family residential customers by providing administrative services as stated in Duties of the District and

WHEREAS, the Utility desires to participate in the District-wide Program.

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

1. Duties of the Utilities

- a. Follows the administrative procedures developed by the District for the management of the program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the processing fee for each toilet approved for rebate.
- f. Promotes the program through link on Utility websites, bill inserts, mailers, and/or other forms of communication.
- g. Verification of toilet installation is optional, but would be the responsibility of the Utility.

2. Duties of the District

- a. Provides administrative services to process the rebate applications.
- b. Maintains a website, application form, and reporting database for utilities.

- c. Maintains a telephone number and email address for customer questions about the program and processing applications.
- d. Mails or makes available applications to single family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. Eligibility is determined based on date of home construction, receipt of original toilet purchase receipt, copy of recent water bill in name of applicant and confirmation of eligible toilet model.
- f. Notifies the Utility of rebate amount to credit customer.
- g. Sends a confirmation/rejection letter to each customer.
- h. Provides management reports for Utilities to access on a regular basis.
- i. Invoices the Utility for the \$10.00 administrative fee for each toilet approved for rebate.
- j. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.
- k. Provides periodic invoices to each participating Utility for administrative fees.

### 3. Costs Paid by the Utility

The Utility hereby agrees to provide funding of \$1,250 for this program for the term of the agreement unless the agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total annual amount allocated by the Utility for rebate and administration fees for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administration fees. The Utility further agrees that the District will only process rebates for single family residential toilets using 1.28 gallons per flush (gpf) or less and that have received the EPA WaterSense certification. Each rebate will have a maximum face value of \$100.00 per toilet. Additionally, the Utility agrees that an administrative charge of \$10.00 for each toilet approved for rebate will be charged. A customer cannot receive a rebate higher than \$200.00.

### 4. Payment Method

Utility will pay the \$10.00 administrative fee for each toilet approved for rebate to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at anytime during their program participation by amending this Agreement.

### 5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until MARCH 25, 2019. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such



termination, the Utility shall be obligated to pay all issued rebates and administrative costs associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

UTILITY

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

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

METROPOLITAN NORTH GEORGIA  
WATER PLANNING DISTRICT

By: \_\_\_\_\_  
Title: Chairperson

**MEMORANDUM OF AGREEMENT  
PARTICIPATION IN THE DISTRICT'S MULTI-FAMILY TOILET REBATE  
PROGRAM**

THIS AGREEMENT is made and entered into as of this 26 day of MARCH, 2018, by and between CITY OF FAIRBURN (hereinafter referred to as the "Utility") and the Metropolitan North Georgia Water Planning District (hereinafter referred to as the "District").

**WITNESSETH:**

WHEREAS, the Utility is responsible for developing and implementing a water conservation program within its service area,

WHEREAS, the District will coordinate and manage a District-wide Multi-Family Toilet Rebate Program ("the Program") for certain multi-family residential customers by providing administrative services as stated in Duties of the District, and

WHEREAS, the Utility desires to participate in the District-wide Program, and

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

**1. Duties of the Utilities**

- a. Follows the administrative procedures developed by the District for the management of the Program.
- b. Receives weekly notifications from the District of rebates to be processed and issue rebate credits to customers in a timely manner.
- c. Upon receipt of notification by the District of a customer's eligibility for the toilet rebate, the Utility will respond to the District within 5 business days with notification of acceptance or rejection of each eligible customer and the reason for rejection.
- d. Answers customer questions about the status of their rebate credits (once their confirmation letters have been received).
- e. Agrees to pay District the administrative charge for each application approved for rebate.
- f. Promotes the Program through a link on the Utility's website, bill inserts, mailers, and/or other forms of communication.
- g. On site verification of toilet installation is optional, but would be the responsibility of the Utility.

**2. Duties of the District**

- a. Provides administrative services to process pre-approvals, rebate applications, and post-installation verification, which includes a virtual inspection of select toilets at each customer location when technically feasible.
- b. Maintains a website, pre-approval and application forms, and reporting database for utilities.
- c. Maintains a telephone number and email address for customer questions about the

Program and processing applications.

- d. Makes available applications to multi-family residential customers only.
- e. Receives rebate application from customer and verifies eligibility. To be eligible, applicants must at a minimum (i) own or represent the owners of a multi-family residential building (no institutional or commercial buildings) on a master meter and built prior to 1994, (ii) plan to install a tank-type toilet (not flush-valve toilets), (iii) be current on their water bill, (iv) be applying to replace at least 30 toilets but not more than \_\_\_\_\_, and (v) obtain preapproval, install the new toilets, and schedule post-installation verification within a 90-day period.
- f. Inspect and approve new toilets in a post-installation virtual inspection with customer.
- g. Notifies the Utility of rebate amount to credit customer.
- h. Sends a confirmation/rejection letter to each customer.
- i. Provides management reports for Utilities to access on a regular basis.
- j. Invoices the Utility for the per-application administrative charges.
- k. Maintains billing accounts and financial records for three years after the completion of this Agreement and provide periodic status updates to the Utilities.

### 3. Costs Paid by Utility

The Utility hereby agrees to provide funding of \$ 1,250 for this Program for the term of the Agreement unless the Agreement is terminated at which time the Utility would fund any applications that have been approved by the District and Utility prior to termination. Funding is the total amount allocated by the Utility for rebate and administrative charges for the term of this Agreement. In the event the Utility meets the previously stated funding amount prior to the expiration of this Agreement, the Utility is no longer obligated to provide rebates or administrative charges. The Utility further agrees that the District will only process rebates for WaterSense high-efficiency toilets (HET) or ultra-high efficiency toilets (UHET). Each rebate will have a maximum face value of \$50 for HETs and \$75 for UHETs. Additionally, the Utility agrees that an administrative charge of \$400 for rebate applications covering 30 to 90 toilets and \$675 for rebate applications covering 91 or more toilets.

### 4. Payment Method

Utility will pay administrative charges to the District through periodic billings. Rebates will be issued by the Utility to participating Utility customers until the allotted rebate amount for the Utility is exhausted. The Utility may add additional funding at any time during their Program participation by amending this Agreement.

### 5. Term

This Agreement shall become effective as of the date first written above and shall continue in full force and effect until MARCH 25, 2019. Either party may terminate this Agreement without cause by providing the other party written notice sixty (60) days prior to termination. This Agreement may be amended upon agreement of the parties. In the event of such termination, the Utility shall be obligated to pay all issued rebates and administrative charges associated with rebates approved prior to such termination.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date first above written.

<p>UTILITY</p> <p>By: _____,</p> <p>Title: _____.</p> <p>ATTEST: _____.</p> <p>By: _____,</p> <p>Title: _____.</p>	
<p>DISTRICT</p> <p>By: _____,</p> <p>Title: Chairperson</p>	



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

**SUBJECT: UTILITY PAYMENT ARRANGEMENT POLICY**

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

**Date Submitted: 3/9/2018      Date Work Shop: 3/26/18      Date Council Meeting: 3/26/18**

**DEPARTMENT: Utilities**

**BUDGET IMPACT: None**

**PUBLIC HEARING: ( ) YES      ( X ) NO**

---

**PURPOSE:** For Mayor and Council to approve a policy relating to Payment Arrangements to assist utility customers with unusually large utility bills.

**HISTORY:**

**FACTS AND ISSUES:** This policy was developed by the Utility Policy Review Committee and has their endorsement.

**OPTIONS:**

**ADMINISTRATORS COMMENTS:**

**RECOMMENDED ACTION:** For Mayor and Council to approve a policy relating to Payment Arrangements for utility customers.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

## **Payment Plan**

When circumstances exist that make it impossible for a customer to pay their utility bill in full, the City *may* extend a payment plan to assist the customer through this difficult circumstance. Only one (1) payment plan will be granted within a twelve (12) month period. To enter into a payment plan, the following conditions must be met:

1. The request for a payment plan must be made before the account becomes delinquent.
2. The customer must pay 25 percent (25%) of the outstanding balance, with the remaining balance being divided equally into three installments:
3. No payment arrangements will be granted to customers who are on payment restrictions due to returned checks or who have been subject to disconnection due to non-payment, whether actually disconnected or not
4. Customers accepted into a payment plan must pay their current bills, along with the payment plan amount by the due date each month to remain in the program. Failure to do so will void the agreement and make all funds due and payable
5. Customers accepted into a payment plan will be charged a \$35 Administrative Fee to cover the additional cost of monitoring the account
6. The customer must sign the Payment Arrangement Agreement shown in the appendix of this manual, agreeing to the terms and conditions specified above



## Payment Arrangement Agreement

Date: \_\_\_\_\_ Acct #: \_\_\_\_\_

The City of Fairburn hereby agrees to grant the following Payment Arrangement to the following Customer \_\_\_\_\_ as a one-time courtesy to help the customer bring the account current. In granting this arrangement, the Customer hereby agrees that he/she will pay twenty five percent (25%) of the outstanding account balance now, with the remaining balance paid in three (3) equal installments as specified below. An Administrative Fee of \$35.00, the installment payments, and all current charges going forward must be paid in full, on or before the due date. If current charges are not paid in full as specified, and the installments are not paid by the times specified below, **the Customer acknowledges that the service may be discontinued by the City of Fairburn without further notice.** Customer also acknowledges that there will be no extensions or adjustments to this Agreement going forward. If service is disconnected as a result of the customer's failure to comply with the terms of this agreement, the total past due amount, including any adjustments given and a reconnection fee, must be paid in full before service will be restored. **Only one Payment Arrangement shall be granted in a twelve month period.**

Past due amount \$ \_\_\_\_\_ less adjustments of \$ \_\_\_\_\_ = \$ \_\_\_\_\_ past due.

Past due amount of \$ \_\_\_\_\_ is to be paid in \_\_\_\_\_ installments of \$ \_\_\_\_\_, along with all current charges for service. Payment is due monthly by the due date of the current month's bill.

Signature of Customer: \_\_\_\_\_

Signature of Account Representative: \_\_\_\_\_



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: ASSIGN MEAG POWER PROJECTS 2017 YEAR END SETTLEMENT FUNDS**

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

**Submitted: 3/20/2018**

**Work Session: 3/26/2018**

**Council Meeting: 3/26/2018**

**DEPARTMENT: Electric**

**BUDGET IMPACT:**

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

---

**PURPOSE:** For Mayor and Council to direct MEAG Power to apply the City's MEAG Power Projects 2017 year end settlement of \$198,060 to the City's New Generation and Capacity Funding Account – Intermediate Extended Maturity.

**HISTORY:**

**FACTS AND ISSUES:** This will increase the funds in Generation Trust account by \$198,060

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to approve applying the 2017 MEAG Power Projects year end settlement as described above.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: ASSIGN MEAG POWER 2017 TELECOM YEAR END SETTLEMENT FUNDS**

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

**Submitted: 3/20/2018**

**Work Session: 3/26/2018**

**Council Meeting: 3/26/2018**

**DEPARTMENT: Electric**

**BUDGET IMPACT:**

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

---

**PURPOSE:** For Mayor and Council to direct MEAG Power to apply the City's MEAG Power 2017 Telecommunications year end settlement of \$1,363 to the City's New Generation and Capacity Funding Account – Intermediate Extended Maturity.

**HISTORY:**

**FACTS AND ISSUES:** This will increase the funds in Generation Trust account by \$1,363

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to approve applying the 2017 MEAG Power Telecommunications year end settlement as described above.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Ordinance to Amend the Fiscal Year 2017-2018 Annual Budget.

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

**Submitted:** 03/19/2018                      **Work Session:** 03/26/2018                      **Council Meeting:** 03/26/2018

**DEPARTMENT:** City Administration/Finance

**BUDGET IMPACT:** The proposed change to the Fiscal Year 2017-2018 budget has a combined revenue of \$ 38,277,000 and expenditures of \$37,866,174. Capital Project Fund (350) expenditure \$ 32,364; TSPLOST Fund (360) revenue \$ 1,128,582.

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

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**PURPOSE:** For Mayor and Council to approve the budget amendment by the ordinance the Fiscal Year 2017-2018 City of Fairburn Municipal Budget to the Capital Project Fund (350) expenditure of \$ 32,364 and TSPLOST Fund (360) revenue of \$1,128,582.

**HISTORY:** The City of Fairburn 2017-2018 Municipal Budget was advertised before approval of the budget on October 23, 2017.

**RECOMMENDED ACTION:** Staff recommends approval of the budget amendment for the Fiscal Year 2017-2018 budget.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

1                                   **BUDGET ORDINANCE**  
2                                   **FISCAL YEAR 2017-2018**

3  
4                   **AN ORDINANCE TO AMEND THE BUDGET FOR FISCAL YEAR 2017-2018, TO**  
5                   **COMMENCE MARCH 26, 2018 THROUGH SEPTEMBER 30, 2018**  
6

7   **WHEREAS**, the Mayor and City Council of the City of Fairburn, Georgia, have considered the  
8 terms and provisions of a proposed budget for Fiscal Year 2017-2018; and

9   **WHEREAS**, it has been recommended by the City Administrator and City Finance Director that  
10 the Mayor and City Council amend FY 2017-2018 budget as set forth below; and

11 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of  
12 Fairburn, Georgia, and it is hereby Ordained by the authority of same as follows:

13   **Section 1.**

14   The annual budget for the operations, capital programs, general fund and debt service for the  
15 City of Fairburn for Fiscal Year 2017-2018, amending on March 26, 2018, and continuing  
16 through September 30, 2018, is \$38,277,000.00, with said budget including all revenues and  
17 expenditures for governmental and enterprise fund purposes as detailed in the FY 2017-2018  
18 budget documents, which are incorporated herein by reference. (See Attachments).

19   **Section 2.**

20   This Ordinance shall become effective this 26<sup>th</sup> day of March 2018, and shall govern all FY  
21 2017-2018 revenues and expenditures.

22   **Section 3.**

23   All previous ordinances and resolutions in conflict with this Ordinance are hereby repealed to the  
24 extent of any such conflict.

25   **This 26th day of March 2018.**  
26

27   [Signatures at Next Page]  
28  
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33

1  
2 **City of Fairburn, Georgia**  
3  
4

5  
6 \_\_\_\_\_  
7 **Elizabeth Carr-Hurst, Mayor**  
8

9 **ATTEST:**  
10  
11

12 \_\_\_\_\_  
13 **Jennifer Elkins, City Clerk**  
14

15 **Approved as to Form:**  
16  
17

18 \_\_\_\_\_  
19 **William R. Turner, City Attorney**  
20  
21  
22

**City of Fairburn**  
**Adoption Request to Budget for Fiscal Year 2016-17**  
**Capital Projects Fund**

Fund	Dept	Account	GL Description	Actual FY 2010	Actual FY 2011	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Approved Budget 2016	Adoption Request Budget 2017
350-	0000-	36-1000	Interest Income	-	-	-	166.66	-	-	-	-
350-	0000-	38-2000	Proceeds from Capital lease	-	-	-	228,423.69	371,613.00	328,421.00	292,500	-
350-	0000-	38-2100	Proceeds - Manor on Broad	-	-	-	-	477,000.00	-	-	-
350-	0000-	38-9005	SF CID - OIB Widening	-	-	-	-	1,066,725.66	2,605,989.94	152,000	-
350-	0000-	39-1000	Transfer from General Fund	-	-	-	-	-	381,000.00	60,000	-
			Total Revenues	-	-	-	228,590.35	1,915,338.66	3,315,410.94	504,500	-
350-	1320-	54-2100	Council Chamber AV Upgrade	-	-	-	-	-	-	60,000	-
350-	1565-	54-2200	Vehicles	-	-	-	-	-	24,215.00	-	-
350-	3200-	54-2200	Vehicles	-	-	-	166,850.20	233,999.63	183,364.00	195,000	32,364
350-	3500-	54-1000	Vehicles	-	-	-	-	7,334.50	24,998.00	-	-
350-	3500-	54-2200	Vehicles	-	-	-	61,573.49	29,457.00	-	34,500	-
350-	4100-	54-1300	TE Project - Hwy 29/138	-	-	-	-	1,750.00	21,031.25	-	-
350-	4100-	54-2200	Vehicles	-	-	-	-	18,527.00	-	-	-
350-	4200-	54-2200	Vehicles	-	-	-	-	67,410.00	104,009.00	63,000	-
350-	4204-	54-1401	SF CID - OIB Widening	-	-	-	3,380.82	1,210,768.58	2,859,317.81	152,000	-
350-	7200-	54-2200	Vehicles	-	-	-	-	42,493.00	23,259.00	-	-
350-	7500-	54-1200	Site Improve - Manor	-	-	-	-	32,618.70	311,620.38	-	-
			Total Expenditures	-	-	-	231,804.51	1,644,358.41	3,551,814.44	504,500	32,364
			Fund Balance	-	-	-	(3,214.16)	236,548.00	-	-	-
			Change in Fund Balance	-	-	-	(3,214.16)	270,980.25	(236,403.50)	-	(32,364)

City of Fairburn  
Adoption Request to Budget for Fiscal Year 2016-17  
T-SPLOST Fund

Fund	Dept	Account	GL Description	Actual FY 2010	Actual FY 2011	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Approved Budget 2016	Adoption Request Budget 2017
360-	0000-	31-3400	T-SPLOST Revenue	-	-	-	-	-	-	-	1,128,271
360-	0000-	36-1000	Interest Income	-	-	-	-	-	-	-	111
360-	0000-	39-1000	Transfer from General	-	-	-	-	-	-	-	200
			Total Revenue	-	-	-	-	-	-	-	1,128,582
360-	0000-	52-1100	Admin-Operations & Safety	-	-	-	-	-	-	-	-
360-	0000-	52-1110	Admin-Program Management	-	-	-	-	-	-	-	-
360-	0000-	52-2200	R&M-Maintenance & Safety	-	-	-	-	-	-	-	-
360-	0000-	52-2220	R&M-Quick Response	-	-	-	-	-	-	-	-
360-	0000-	54-1400	Infrastructure-Ped & Streetscape	-	-	-	-	-	-	-	-
360-	3500-	54-1410	Infrastructure- Roadway	-	-	-	-	-	-	-	-
			Total Expenditures	-	-	-	-	-	-	-	-
			Fund Balance	-	-	-	-	-	-	-	1,128,582
			Change in Fund Balance	-	-	-	-	-	-	-	-

City of Fairburn

Adoption Request to Budget for Fiscal Year 2016-17  
Budget Summary - Fund 350: Capital Projects - Fund 360: T-SPLOST Fund

Fund	Dept	Account	GL Description	Actual FY 2010	Actual FY 2011	Actual FY 2012	Actual FY 2013	Actual FY 2014	Actual FY 2015	Approved Budget 2016	Adoption Request Budget 2017
350			Capital Projects Fund								
			Revenues	-	-	-	228,590.35	1,915,338.66	3,315,410.94	504,500	-
			Expenditures	-	-	-	231,804.51	1,644,358.41	3,551,814.44	504,500	32,364
			Change in Fund Balance	-	-	-	(3,214.16)	270,980.25	(236,403.50)	-	(32,364)
			Fund Balance	-	-	-	(3,214.16)	267,766.09	31,362.59	-	
360			T-SPLOST Fund								
			Revenues	-	-	-	-	-	-	-	1,128,582
			Expenditures	-	-	-	-	-	-	-	-
			Change in Fund Balance	-	-	-	-	-	-	-	1,128,582
			Fund Balance	-	-	-	-	-	-	-	



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: GMA's Hotel/Motel Revenue Management Services**

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

**Submitted: 03/16/2018      Work Session: 03/26/2018      Council Meeting: 03/26/2018**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** \$5,400.00/annually

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

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**PURPOSE:** Consideration and action on a contract with GMA in the amount of \$5,400.00 per year for Revenue Management Services on all six lodging properties within the City of Fairburn.

**HISTORY:** The City of Fairburn is a member of Georgia Municipal Association which qualifies the City to Revenue Management Services. This service includes review of the city's hotel/motel tax ordinance and report forms, administration of the hotel/motel tax on the City's behalf, representation at meetings with all lodging establishments to review new revenue management service, production of enhanced reporting and follow up on delinquencies, and monitoring of the City's monthly revenue for accuracy.

The Revenue Management Program will also include Operational Enhancement Services that will provide the City with reports of any detected compliance deficiencies and a review of local ordinances and administrative processes to help make sure lodging properties are held fully and equally responsible.

**RECOMMENDED ACTION:** Approval of the Contract.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



CONTRACT TO PROVIDE REVENUE MANAGEMENT SERVICES  
RELATIVE TO HOTEL-MOTEL TAX  
BETWEEN  
THE GEORGIA MUNICIPAL ASSOCIATION  
AND  
THE CITY OF FAIRBURN

This Contract is entered into this \_\_\_\_ day of, \_\_\_\_\_ 2018, by and between the Georgia Municipal Association, Inc. (hereinafter referred to as "GMA") and the City of Fairburn, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "CITY").

**WHEREAS**, the CITY receives revenues from Hotel-Motel Tax; and,

**WHEREAS**, GMA presently offers certain services to its member municipalities by way of a contractual arrangement with Tax Revenue.US, a Texas limited liability company d/b/a The Resource Professionals Group (hereinafter referred to as "TRPG"), which services are designed to assist cities in enhancing revenue generation of the Hotel-Motel Tax; and

**WHEREAS**, the CITY desires to utilize said services in the continuing administration of the remittances and, as necessary, the collection of the Hotel-Motel Tax from providers domiciled within the CITY offering transient lodging; and

**WHEREAS**, the CITY intends through said services to enhance revenue generation, improve the compliance ethic and provide for better tax projection and management, while relieving itself of mundane and laborious tasks, yet availing itself of expert advice and assistance in the administration of this revenue stream.

**NOW THEREFORE**, the CITY and GMA hereto mutually agree as follows:

1. EMPLOYMENT OF GMA.

The CITY agrees to engage GMA and GMA hereby agrees to perform the services as outlined herein. The CITY acknowledges and agrees that GMA has contracted with TRPG to administer certain of GMA's obligations under this Agreement. The CITY hereby agrees that GMA may utilize TRPG to perform some or all of its obligations under this Agreement. When referring to the services to be provided herein, the term "GMA" shall include GMA and its agents, subcontractors, officers, and employees.

## 2. SCOPE OF SERVICES.

The HOTEL-MOTEL TAX Revenue Management Services includes the following services, which are considered consulting services not legal services:

- New Client Set-Up - Create forms and reports, model ordinance and return form.
- Taxpayer Registration - Create taxpayer database from taxpayer registration form and from client database. Gather additional data to enhance analysis and collection efforts through physical inspection of lodging properties and by web, phone, fax or mail and through data mining from governmental and non-governmental sources.
- Taxpayer Training – Provide guidance to taxpayer on appropriate collection and records-keeping through a seminar at start-up, and continually thereafter through direct contact.
- Taxpayer Notification - Provide forms and instructions by mail or online, initiate phone calls to taxpayers, or send reminders.
- Return Form/Payment Processing - Receive data and input into system, match batch forms with payments, deposit checks, scan forms, post to taxpayer account, and disburse payments
- Reconcile Returns & Initiate Compliance Efforts - Reconcile filings and payments; verify accuracy of filing; apply and bill late fees, penalties or interest, when applicable, etc.
- Delinquency Follow-Up – Contact taxpayer in the first thirty days of delinquency to secure payment. Then refer to CITY, if unsuccessful.
- Prospective Deficiency Identification – Analyze returns periodically, identify prospective under-reporting and refer to CITY.
- Taxpayer Services - Provide prompt and effective customer service, quarterly newsletter, online forms, rates and instructions, toll-free support number and e-filing and payment options.
- Client Services – Provide information on lodging trends, legislation and assist with annual budget projection for this revenue source.
- Detailed Reporting – Make available detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, delinquency reports, etc.

- Liaison – Meet with CITY official(s) as necessary to review progress and recommendations.
- Continuing Delinquency Follow-up – After thirty days' delinquency, apply persistent encouragement to taxpayer culminating in personal intervention. In extreme situations, negotiate installment payment or refer to CITY for execution.
- Prospective Deficiency Identification – Analyze returns regularly, identify prospective under-reporting and conduct interventions or taxpayer records examinations, as deemed necessary.
- Audits – When an examination of taxpayer records is deemed necessary to address anomalies in reporting or to enhance the compliance ethic; refer results to CITY and prepare requisite response to taxpayer on behalf of CITY, whether in the form of a letter of credit, notice of deficiency determination, or warning or commendation letters.
- Collection Assistance – Aid the City's attorney or legal representative in filing *fi fa*'s or in an action to collect, through advice and expert witness testimony.
- Tax Clearance Certificates – Conduct an audit on change of ownership, if requested; refer results to CITY; and prepare requisite response to taxpayer on behalf of CITY.

### 3. TIME OF PERFORMANCE.

The services to be performed hereunder by GMA shall be undertaken and performed in such sequence as to ensure their expeditious completion and best carry out the purposes of the Agreement. The project will be started within 15 days after notice to proceed and GMA's receipt of a signed contract from the CITY, and continue until terminated by either party. The term shall be annual, but renew automatically unless cancelled by either party giving ninety days' notice to the other.

### 4. COMPENSATION.

For Hotel-Motel Tax Administration, the CITY agrees to pay GMA on the following basis. For an annual fixed fee of nine hundred dollars (\$900) per lodging property located in the City limits or from which CITY may otherwise collect the Tax. Payment of the total contract amount is due upon execution of this Agreement and will be prorated for the first year of participation based on the actual number of calendar months beginning in the month the

Agreement is executed; and will be billed on January 1 of each year thereafter for a full twelve (12) month period, unless and until this Agreement shall be terminated.

5. CHANGES.

The CITY may from time to time request changes in the scope of the services to be performed hereunder. Such changes which are mutually agreed upon by and between the CITY and GMA shall be incorporated in written amendment to this Agreement, subject to any approval which may be required by third parties with whom GMA may have contracted to perform its obligations hereunder. Services performed pursuant to a written amendment shall be billed as outlined in such written Agreement.

6. PRINCIPAL-AGENT.

The CITY authorizes GMA to act as its agent for the purpose of performing its obligations under this Agreement. No other principal-agent relationship between the parties is created by this contract. GMA and its agents, subcontractors, officers and employees, shall have the authority to do all things necessary and appropriate to carry out GMA's obligations under this Agreement. No agent, subcontractor, officer, or employee of GMA will be considered an employee or officer of the CITY for any purpose and no agent, subcontractor, officer or employee of GMA is entitled to any of the benefits and privileges of a CITY employee or officer under any provision of the statutes of State of Georgia and/or ordinances of the CITY.

7. SERVICES AND MATERIALS TO BE FURNISHED BY THE CITY.

The CITY shall furnish GMA with all available necessary information, data, and material pertinent to the performance of this Agreement in a timely manner. The \_\_\_\_\_ or his/her designee shall serve as the CITY's representative for liaison with GMA.

8. TERMINATION OF AGREEMENT.

The Agreement shall terminate absolutely and without further obligation on the part of the CITY at the close of the calendar year in which it is executed and at the close of each succeeding calendar year for which it may be renewed. The total obligation of the CITY for the calendar year of execution and in each calendar year renewal term, if renewed, shall be determined by the services utilized by CITY as the purchaser of such services pursuant to Section 2. The Agreement shall obligate the CITY only for those sums payable during the calendar year of execution or for those sums payable in the individual calendar year renewal term. Title to any supplies, materials, equipment or other personal property of GMA or its subcontractors shall remain in GMA or its subcontractors.

This Agreement shall be effective as of the date shown and continue in effect until either party gives notice of termination. Either party may terminate this Agreement upon giving thirty (30) days prior written notice thereof to the other party setting forth the effective date of such termination.

9. INDEMNIFICATION.

Each party shall be responsible for its own acts and neither party will be responsible for any damages, costs, fees and expenses which arise out of the performance of this Agreement and which are due to the other party's own negligence, tortious acts or other unlawful conduct or the negligence, tortious acts or other unlawful conduct of the other party's respective agents, subcontractors, officers, and employees. For this purpose, neither GMA nor the CITY shall be deemed an agent of the other.

10. LIMITATION OF LIABILITY.

The CITY agrees that the aggregate limit of liability of GMA and its subcontractor TRPG hereunder (whether contractual, statutory, in tort or otherwise) for damages on any one or more or all claims (regardless of the number of different or other claims, claimants or occurrences) shall not exceed the professional fees and services paid under this contract. The CITY agrees that GMA and its subcontractor TRPG shall not be liable to CITY for any indirect, incidental, special or consequential damages, any lost profits or any claim or demand against CITY by any other party, arising out of or in connection with the performance of services hereunder.

11. MATTERS TO BE DISREGARDED.

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

12. COMPLETENESS OF CONTRACT.

This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

13. VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

14. NOTICES.

Any notices, bills, invoices, payments or reports required by this Agreement shall be sent by the parties via United States mail, postage prepaid. If to GMA they shall be addressed to the Financial Services Program Manager, Georgia Municipal Association, P.O. Box 105377, Atlanta, Georgia 30348. If to the CITY they shall be addressed to the Mayor of the CITY at the CITY's official address.

15. CONSULTING SERVICES

None of the services provided pursuant to this Agreement shall be regarded or treated as the practice of law or as legal advice.

16. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Exhibit A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) in connection with the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

**IN WITNESS WHEREOF**, the CITY and GMA have executed this Agreement as of the date first written above.

ATTEST:

CITY OF FAIRBURN

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager or Mayor

APPROVED AS TO FORM:

GEORGIA MUNICIPAL ASSOCIATION

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

By: \_\_\_\_\_  
Executive Director



EXHIBIT A

GEORGIA MUNICIPAL ASSOCIATION  
FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371  
Federal Work Authorization User Identification Number

November 26, 2007  
Date of Authorization

Hotel Motel Tax Revenue Management  
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_, in Atlanta (city), Georgia (state).

Lamar Norton  
BY: GMA Authorized Officer or Agent

2.16.17  
Date

Lamar Norton, Executive Director  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

16<sup>th</sup> DAY OF February, 2017

Sandra Goodall

Notary Public

My Commission Expires:







## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:**

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

**Submitted: March 26, 2018 Work Session: March 26, 2018 Council Meeting: March 26, 2018**

**DEPARTMENT:** Recreation

**BUDGET IMPACT:** \$6,000.00

**PUBLIC HEARING?** ( ☐ ) Yes ( ☒ ) No

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**PURPOSE:** For Mayor and Council to review and approve the rental agreement with G. Pat Green for use of 129 W. Broad Street for City of Fairburn daily and event parking.

**HISTORY:** 129 W. Broad Street is located adjacent to the Fairburn Youth Center and provides approximately (16) additional parking spaces and additional grass parking.

**FACTS AND ISSUES:** G. Pat Green is the owner of 129 W. Broad Street

**RECOMMENDED ACTION:** For Mayor and Council to approve the Rental Agreement between G. Pat Green and the City of Fairburn for use of the parking lot located at 129 W. Broad Street for the term of the lease.

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*Donna Gayden, ( City Administrator )*

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*Elizabeth Carr-Hurst , Mayor*

**RENTAL AGREEMENT BETWEEN THE CITY OF FAIRBURN AND G. PAT GREEN  
FOR A PARKING LOT LOCATED AT**

**129 West Broad Street, Fairburn GA 30213**

THIS AGREEMENT is made and entered into between G. Pat Green (hereinafter referred to as "Landlord") and the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as "Lessee") for rental of a parking lot at 129 West Broad Street, Fairburn, Ga 30213 for the parking of cars and light pickup trucks.

WHEREAS, Landlord is the owner of a parking lot (sometimes referred to as "the Premises") located at 129 West Broad Street; and

WHEREAS, Lessee desires to use the Premises for the parking of cars and light pickup trucks, not to include heavy trucks or equipment; and

WHEREAS, Landlord desires to rent the Premises to the Lessee for the purposes and under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Landlord and Lessee hereby agree as follows:

**TERM:** This Agreement shall become effective on April 1, 2018, and shall terminate on March 31, 2019.

**RENT:** Lessee shall pay Landlord a monthly rental fee during the Term of this Agreement in the amount of \$500.00 each month, which shall become due on the 1st day of each month.

**OBLIGATIONS OF THE PARTIES:**

For the use of the parking lot, which contains approximately sixteen (16) marked parking spaces, during the Term of this Agreement, and in addition to Lessee's obligation to pay a monthly rental fee, Landlord and Lessee agree to the following terms and conditions:

1. The parking lot will be delivered from the Landlord in an as-is condition.
2. Landlord shall be responsible for general maintenance of the parking lot during the Term.
3. Lessee agrees to use the Premises solely for the purpose of parking cars and light pickup trucks, and shall not use the parking lot for the parking of heavy trucks or equipment. The parking lot shall be made available for the parking of Lessee's vehicles and vehicles belonging to general members of the public while visiting Lessee facilities. Landlord and Lessee mutually agree that during the Term of this Agreement that each will, with respect to their obligations, comply with all applicable state, county, and municipal laws and ordinances. Lessee shall not use the Premises or permit the Premises to be used for any disorderly or unlawful purposes.
4. Lessee will be responsible for keeping the parking lot clean and free from debris. No goods or materials of any kind or description which are combustible or would increase the risk of fire shall be stored on the Premises.

5. Landlord shall not be liable for damages to vehicles while parked on the Premises arising from any cause whatsoever, except where such is due to Landlord's gross negligence or intentional misconduct.
6. Prior to April 1, 2018, Lessee shall provide evidence to Landlord that Lessee has in place general liability insurance for bodily injury in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence.
7. Lessee further understands and agrees that no improvements, either permanent or temporary, will be made to the Premises unless prior written approval from the Landlord is obtained; provided, however, that Lessee shall be permitted to erect signs necessary and appropriate for the uses permitted under this Agreement.
8. Lessee shall deliver the premises in good order and repair to Landlord upon termination or expiration of this Agreement, normal wear and stress excepted.
9. No sublease of the Premises by Lessee shall be permitted without prior written approval of the Landlord.
11. Either Landlord or Lessee may terminate this Agreement upon giving the other thirty (30) days prior written notice.

This Agreement and any attached addendums constitute the entire agreement between the parties and no oral statements shall be binding. This Agreement shall be interpreted and governed by the laws of the State of Georgia.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LESSEE (CITY OF FAIRBURN)**

**LANDLORD (G. PAT GREEN)**

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

By: \_\_\_\_\_  
G. Patrick Green

Attest: \_\_\_\_\_  
Jennifer Elkins, City Clerk

Approved: \_\_\_\_\_  
William R. (Randy) Turner  
City Attorney



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT:**

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

**Submitted: March 19, 2018 Work Session: March 26, 2018 Council Meeting: March 26, 2018**

**DEPARTMENT:**      Administration

**BUDGET IMPACT:**

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

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**PURPOSE:** Consideration and action on an agreement with Advanced Disposal for commercial dumpster services.

**HISTORY:** This Contract will extend the original contract for a 3-year term. The original contract was approved February 2006.

**RECOMMENDED ACTION:** Approval of the Agreement.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

## **CONTRACT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE**

THIS CONTRACT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 13th day of February, 2006, by and between the City of Fairburn, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and Advanced Disposal Services or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

**WHEREAS**, it is necessary for City to promote, preserve and protect the public health of its citizens; and

**WHEREAS**, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

**WHEREAS**, the granting of an exclusive contract to a private corporation for the collection and disposal of commercial solid waste is a valid function of the City; and

**WHEREAS**, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period of time for the collection and removal of all solid waste from commercial premises generated within the City, and

**WHEREAS**, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

**WHEREAS**, it is the intent of the City that the owner or occupant of every Commercial Premises in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

**WHEREAS**, City agrees to bill and collect the fees from the commercial customers for Contractor's commercial services to the City and the City agrees to pay Contractor for such services.

**THEREFORE**, City and Contractor agree as follows:

### **Section 1.0 - Definitions**

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

- 1.1 Agreement: This contract, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

- 1.2 Cart: A rollout receptacle for Commercial Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of structures.
- 1.4 City: City of Fairburn, Georgia.
- 1.5 Commercial Premises: All Premises requiring solid waste collection within the City limits not defined herein as Residential Premises, including commercial, industrial, institutional, multi-family and governmental premises.
- 1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a 95 gallon cart for the placement of their solid waste for collection by the Contractor.
- 1.7 Commercial Solid Waste: All Garbage, Rubbish and other acceptable solid waste generated by a Commercial Premises excluding all C & D Materials and Hazardous Waste.
- 1.8 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.
- 1.9 Curbside: The location adjacent to the traveled portion of a roadway designated by the Contractor for the placement of Carts and other solid waste for collection..
- 1.10 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.11 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.12 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

- 1.13 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

## **Section 2.0 – Scope of Work**

The work under this Agreement shall consist of the work and services to be performed in the collection and disposal of Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

## **Section 3.0 – Collection**

### **3.1 Service Provided:**

- A. 95-Gallon Commercial Cart Service - Contractor shall collect Garbage from each Commercial Premises one (1) time per week at Curbside. The owner or occupant of the Commercial Premises shall place only Garbage in a 95-Gallon Cart owned by Contractor and owner or occupant shall place the Cart at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Garbage and Rubbish not placed in a Cart or any Cart not in the proper location at Curbside.
- B. Owners or occupants of Commercial Premises may request additional Carts at a price to be agreed upon by the customer and Contractor and paid by the customer to the City. City and Contractor must coordinate said charges accordingly.
- C. Contractor shall collect Garbage for all Commercial Premises with Contractor-owned front end load dumpsters or roll off containers, or compactors, on a frequency to match Commercial Customer's needs.

### **3.2 Carts/Dumpsters/Roll Off Containers/Compactors**

Contractor shall furnish collection equipment for every occupied commercial location in the incorporated area of the City. Upon placement, equipment shall be the property of Contractor. It shall be the responsibility of the owner or occupant of the Commercial Premises to properly use and safeguard the Contractor's equipment. Contractor shall maintain equipment in reasonably good condition and City is not liable for damages to equipment. Contractor shall have the right to charge customers for the cost of repair or replacement of equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the equipment. Owners or occupants of Commercial Premises may request one or more additional containers from Contractor for any additional volume of collection service. Customers shall pay City for each additional container and service at the applicable rate of compensation.

3.3 Location of Containers for Collection

The roll-out 95-gallon carts shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any commercial refuse not in a bag. The front end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor of all service requests for extra pick ups. Overloading is the responsibility of the customer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the customer. Offloading will be the responsibility of the customer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will be the responsibility of the customer, unless such damage is caused by the negligent act of the Contractor.

**Section 4.0 – Routes of Collection**

4.1 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.2 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day	MLK Day
Independence Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service within the Holiday Week. The Contractor will not perform any collection on Sundays without prior approval from the City.



4.3 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within 24 hours after the complaint is received. The City and Contractor shall discuss in good faith any corrective actions which may be desirable to address such problems, and all such reviews shall be recorded and copied to both parties.

4.4 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible stickers on each side as well as a telephone number of the Contractor. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.5 Office

The Contractor shall maintain an office or such other facilities through which the contractor can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.6 Access

The Contractor shall be required to provide collection services to all Commercial Premises located on roadways accessible to standard waste collection vehicles. All roads and bridges shall be maintained in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require owners or occupants of Commercial Premises to place Carts at curbside for collection. The City shall require owners or occupants of Commercial Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a roadway agreed upon by the customer and the Contractor. If the City or Contractor determines that, for whatever reason, the owner or occupant of a Commercial Premise cannot place the Cart at curbside adjacent to a roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the customer.

**Section 5.0 – Compensation**

5.1 Rates of Compensation for three (3) Year Rate Periods

Contractor shall be paid by the City for commercial solid waste collection and disposal services provided hereunder by the appropriate rates of

compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

- 5.2 Renewal Rates of Compensation for Subsequent Three (3) Year Rate Periods Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial three (3) year term of this Agreement, and at each three (3) year interval thereafter, the City and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid to Contractor during the next ensuing three (3) year term. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next three (3) year term by not later than 90 days prior to the end of the then current three (3) year term, the City may terminate the Agreement.

- 5.3 Rate Adjustments Due to Significant Changes  
The rates set forth in Exhibit "A" shall be fixed for the first year term of this Agreement. After the first year, Contractor shall only be able to adjust the rates to compensate Contractor for:

- A. Consumer Price Index Adjustment. Once each year, the Contractor may petition to adjust its rate upward or downward to reflect changes in the Consumer Price Index (CPI) that have occurred during the preceding twelve months. However, the CPI increase may not exceed four percent (4%) in any one year. The CPI adjustments shall be based on the consumer price index for the month of April published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the wage earners and clerical workers category for the entire U.S.
- B. Any change in governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- C. Extraordinary fuel rate increases

Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs as a result of paragraphs A., B., or C. above and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. The petitioned rate adjustment shall be negotiated in good faith by City and Contractor.

- 5.4 Delinquent and Closed Accounts  
The Contractor shall discontinue solid waste collection service at any Commercial Premises as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume solid

waste collection on the next scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.5 Contractor Billings to City

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Commercial Premises in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto, along with the appropriate support documentation. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the Commercial customer for such service.

**Section 6.0 – Non-Discrimination**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

**Section 7.0 - Indemnity**

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, but only to the extent permitted by law.

**Section 8.0 – Force Majeure**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedules as may be deemed necessary. In addition, the City and

Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

#### **Section 9.0 – Licenses and Taxes**

The Contractor shall obtain all licenses and permits and promptly pay all fees and taxes required by the City and State.

#### **Section 10.0 - Term**

The term of this Agreement shall begin on the 15th day of March, 2006 and continue for three years with multiple three-year renewable periods as provided under Section 5.2.

#### **Section 11.0 - Reports**

Contractor shall provide various reports to the City as may be required from time to time.

#### **Section 12.0 – Insurance**

The Contractor shall at all times during the term of the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b><u>COVERAGES</u></b>	<b><u>LIMITS OF LIABILITY</u></b>
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$1,000,000 each occurrence
Automobile Bodily Injury	\$1,000,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

## **Section 13.0 – Bond**

### **13.1 Performance Bond**

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the ~~annual~~ <sup>six (6) months</sup> estimated revenue of the Agreement. *DE* *SWH*

The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company acceptable to the City and approved to do business in the State of Georgia. The bond shall be maintained in full force and effect throughout the term of this Agreement. The bond shall stipulate that if the Agreement is terminated by the City due to a breach or default by the Contractor, the amount will be paid directly to the City on demand.

### **13.2 Power of Attorney**

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **Section 14.0 – Compliance with Law**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, State and Federal Governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

## **Section 15.0 Assignment**

Contractor's rights accruing under this Agreement may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

## **Section 16.0 – Exclusive Contract**

The Contractor shall have the sole and exclusive contract to provide commercial solid waste collection and disposal service in the incorporated area of the City of Fairburn. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide commercial collection and disposal service to all Commercial Premises in the incorporated area of the City of Fairburn for the initial and subsequent terms of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of commercial solid waste collection and disposal services during the term hereof or any renewal terms.

### **Section 17.0 - Ownership**

Title to the commercial solid waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

### **Section 18.0 – Termination and Attorney Fees**

18.1 In the event of an alleged material breach of this Agreement, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Agreement.

18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all costs expended by the other party, including reasonable attorney fees.

### **Section 19.0 – Miscellaneous Provisions**

19.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 Entire Agreement

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder.

19.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

In the event of default or change in ownership with the Commercial Agreement, the City may negotiate with Contractor for a continuance of service.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

City of Fairburn, Georgia

Betty W. Hannah  
Mayor

BETTY W. HANNAH  
Print Name

Sherril Mitchell  
Attest:

Advanced Disposal

[Signature]  
Title: General Manager

Kyle E. Eberlin  
Print Name

[Signature]  
Attest:

NOTARY PUBLIC - CUYLER CO. GA  
MY COMMISSION EXPIRES APR. 3, 2010



## Contract Rates Attachment

### ADS Invoice Amount to City for Front End Load Service

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
2 Yard	\$50	\$100	\$150	\$200	\$250	\$300
4 Yard	\$53	\$120	\$180	\$240	\$300	\$360
6 Yard	\$78	\$156	\$234	\$309	\$387	\$464
8 Yard	\$103	\$206	\$309	\$412	\$516	\$619

Extra pick ups are \$50 each

Lock bars are a one time charge of \$30

The City will receive a franchise fee of 5% for the Commercial Front End Load Services on a monthly basis.

### Cardboard and Paper (anything that tears commercial recycling)

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
8 Yard	\$50	\$100	\$150	\$200	\$250	\$300

### Open Top Service

Service	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20 Yard	\$3 per day	\$160	\$35 per ton	\$30
30 Yard	\$3 per day	\$160	\$35 per ton	\$30
40 Yard	\$3 per day	\$160	\$35 per ton	\$30

### Compactor Service

Service	Monthly Rent	Haul Charge	Disposal Charge
30 Yard	\$300	\$125	\$35 per ton
35 Yard	\$325	\$125	\$35 per ton
40 Yard	\$350	\$125	\$35 per ton

For roll off services, Advanced Disposal will provide the City with a 5% commercial franchise fee except for disposal charges.

For commercial carts, the rate is \$14.75 per month for once a week service. Additional carts are \$8.00 each more per month.

*BWH*



Addendum to Contract  
for  
Commercial Solid Waste Collection Service  
for the  
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor would now like to negotiate the extension of the Contract for an additional three-year period beginning on March 15, 2009 and extending to March 15, 2012.

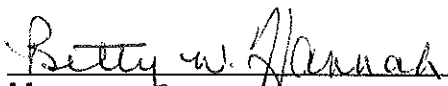
NOW THEREFORE, the City and the Contractor agree as follows:

1. From July 1, 2008 until October 1, 2008, the Contractor shall assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service in the City at the same monthly rates the City currently charges its customers;
2. On October 1, 2008, the Contractor shall be entitled to a fuel rate adjustment not to exceed two (2) percent due to the recent extraordinary cost of fuel; as provided in Section 5.3 of the Contract;
3. From July 1, 2008 onward, the Contractor shall pay the City a monthly franchise fee in the amount of five (5) percent of the total revenue collected during the preceding month;
4. From July 1, 2008 onward, the Contractor shall provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
5. From July 1, 2008 onward, the Contractor shall provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City.
6. To the extent that it is legal and proper, the City shall assist the Contractor in collection efforts for any account that is more than 60 days past due; and
7. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 12th day of May, 2008.

City of Fairburn, Georgia

Advanced Disposal Service

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Attest

Second Addendum to Contract  
for  
Commercial Solid Waste Collection Service  
for the  
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012.

WHEREAS, the City and the Contractor would like to negotiate and extend the Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

NOW THEREFORE, the City and the Contractor agree as follows:

1. The Contractor will continue to assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service at the same monthly rates the Contractor currently charges the customers (see Exhibit A);
2. From March 15, 2012 onward, the Contractor shall pay the City a monthly franchise fee in the amount of ten (10) percent of the total revenue collected during the preceding month;
3. The Contractor will continue to provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
4. The Contractor will continue to provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City;
5. From March 15, 2012 onward, the Contractor will promptly re-paint or replace containers that have been defaced by graffiti;
6. From March 15, 2012 onward, the Contractor will provide containers and event boxes to City for all City Sponsored Special Events at no charge;
7. From March 15, 2012, the Contractor will provide Waste Audits at no charge to commercial customers to reduce solid waste costs and increase recycling;
8. From March 15, 2012 onward, Contractor will include City billing Newsletter Inserts in Contractors' invoices to commercial customers;


9. The City will continue to assist the Contractor, to the extent that it is legal and proper, in collection efforts for any account that is more than 60 days past due; and
10. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 28 day of February, 2012.

City of Fairburn, Georgia

Advanced Disposal Service

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
Attest

Exhibit A  
Commercial Rates  
Current Rates as of December 22, 2011

Commercial Solid Waste Front End Load Rates

Size	1 x week	2 x week	3 x week	4 x week	5 x week
2 Yard	\$28.62	\$57.24	\$85.86	\$114.48	\$143.10
4 Yard	\$57.22	\$114.44	\$178.43	\$255.94	\$286.10
6 Yard	\$85.31	\$170.63	\$255.94	\$341.24	\$426.55
8 Yard	\$113.40	\$226.81	\$340.21	\$453.61	\$567.02

Commercial Recycling Front End Load Rates

Size	1 x week	2 x week	3 x week	4 x week	5 x week
8 Yard	\$50.00	\$100.00	\$150.00	\$200.00	\$250.00

Commercial Cart Service is \$17.69 per month

Third Addendum to Contract  
for  
Commercial Solid Waste Collection Service  
for the  
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012.

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

WHEREAS, the City and the Contractor would like to negotiate and extend the Contract for an additional three-year period beginning on March 15, 2015 to March 15, 2018.

NOW THEREFORE, the City and the Contractor agree as follows:

1. The Contractor will continue to assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service at the same monthly rates the Contractor currently charges the customers (see Exhibit A);
2. From March 15, 2015 onward, the Contractor shall pay the City a monthly franchise fee in the amount of ten (10) percent of the total revenue collected during the preceding month;
3. The Contractor will continue to provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
4. The Contractor will continue to provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City;
5. From March 15, 2015 onward, the Contractor will promptly re-paint or replace containers that have been defaced by graffiti;
6. From March 15, 2015 onward, the Contractor will provide containers and event boxes to City for all City Sponsored Special Events at no charge;
7. From March 15, 2015, the Contractor will provide Waste Audits at no charge to commercial customers to reduce solid waste costs and increase recycling;
8. From March 15, 2015 onward, Contractor will include City billing Newsletter Inserts in Contractors' invoices to commercial customers;

9. The City will continue to assist the Contractor, to the extent that it is legal and proper, in collection efforts for any account that is more than 60 days past due; and
10. The City and the Contractor agree that the City, within thirty (30) days prior to each twelve (12) month anniversary date during this three (3) year renewal period, may, without cause, terminate the renewal period and the Contract upon given the Contractor thirty (30) days advance written notice of the termination date.
11. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 12 day of February, 2015.

City of Fairburn, Georgia

Advanced Disposal Service

M. B. Ay  
Mayor

W. W. W. W. W.  
Title CHIEF ADMINISTRATIVE OFFICER

Dhrenda B. James  
Attest

Jaime Somarini  
Attest

**Exhibit A Commercial Rates  
as of March 1, 2015**

**Commercial Solid Waste Front Load Rates**

SIZE	1X Week	2X Week	3X Week	4X Week	5X Week
2 yard	\$29.39	\$58.79	\$88.18	\$117.57	\$149.96
4 yard	\$58.76	\$117.53	\$183.25	\$262.85	\$293.82
6 yard	\$87.61	\$175.24	\$262.85	\$350.45	\$438.07
8 yard	\$116.46	\$232.93	\$349.40	\$465.86	\$582.33

**Commercial Recycling Front End Load Rates**

8 yard	\$51.35	\$102.70	\$154.05	\$205.40	\$256.75
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**Commercial Open Top Roll Off Rates**

SIZE	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20 yard	\$3/Day	\$160.00	\$43.00	\$30.00
30 yard	\$3/Day	\$160.00	\$43.00	\$30.00
40 yard	\$3/Day	\$160.00	\$43.00	\$30.00

**Commercial Compactor Roll Off Rates**

SIZE	Monthly Rent	Haul Charge	Disposal Charge
20 yard	\$300.00	\$125.00	\$43.00
30 yard	\$300.00	\$125.00	\$43.00
40 yard	\$300.00	\$125.00	\$43.00

**Commercial Hand**

Cart Service is \$18.17 per month

Fourth Addendum to Contract for  
Commercial Solid Waste Collection Service  
for the City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services Atlanta, LLC (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the City and Contractor may renew the contract with unlimited multiple three-year options as set forth in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor agreed to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012; and

WHEREAS, the City and the Contractor agreed to extend Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

WHEREAS, the City and Contractor agreed to extend the Contract for an additional three-year period beginning on March 15, 2015 to March 15, 2018.

WHEREAS, the City and Contractor now agree to extend the Contract for an additional three-year period beginning on March 15, 2018 to March 15, 2021.

NOW THEREFORE, the City and the Contractor agree as follows:

1. Except as provided herein and the previous Three subsequent Addendums, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

City of Fairburn, Georgia

Advanced Disposal Services

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

\_\_\_\_\_  
Regional Vice President

ATTEST:

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

\_\_\_\_\_  
Attest





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: GMA's HR Express Program**

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

**Submitted:**

**Work Session:**

**Council Meeting:**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** \$2,000.00/annually

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

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**PURPOSE:** Consideration and action on an agreement with GMA's HR Express in the amount of \$2,000.00 per year for Human Resources training services.

**HISTORY:** The City of Fairburn is a member of Georgia Municipal Association which qualifies the City to GMA's HR Express program. HR Express offers training services to local government entities designed to help municipalities stay abreast of and in compliance to numerous Human Resources laws and regulations that impact the City.

**RECOMMENDED ACTION:** Approval of the Agreement.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



## **Enrollment Information**

Thank you for your interest in the Georgia Municipal Association's HR Express Service. Enrolling is easy. Simply complete the below form, sign the following agreement, and return the documents to GMA via email or fax.

Upon receipt of signed agreement and below form, GMA will sign the document and return to the city a copy of the fully executed agreement. At that time, GMA will invoice the city for the annual subscription fee and provide additional information on the service, including instructions for setting-up on your online account.

Instructions for Agreement:

### **Section 1**

- In the blank lines, enter the date in which the city signs the agreement.
- In the blank line, enter city's name.

### **Section 3**

- In paragraph c, please use the below population-based fee structure for purposes of entering the city's obligation.
- Members of GMA's property and liability insurance program (GIRMA) that are applying to receive a grant from GIRMA's Safety and Liability Management Grant Program to cover one-half of the annual membership fee, should enter the full fee amount listed below for the city's obligation. Note that the city will be responsible for upfront payment of the full fee with any approved GIRMA grant reimbursing the city upon approval of the grant application.

Cities with less than 1,000 population	\$500
Cities with population between 1,000 – 2,999	\$1,000
Cities with population between 3,000 – 9,999	\$1,500
Cities with population of 10,000 and greater	\$2,000

- For more information on GIRMA's Safety and Liability Management Grant Program, please visit [www.gmanet.com/Services/Insurance/Property-Liability-Insurance.aspx](http://www.gmanet.com/Services/Insurance/Property-Liability-Insurance.aspx).

#### Signature Page

- Please provide name of the city and signature of an authorized representative. The city clerk or other should attest the authorized signature. The signature page includes a signature line for "approved as to form", if applicable to your city's processes.

The city should designate a primary contact person for the purposes of the HR Express Service. Correspondence from GMA regarding HR Express will be sent to the primary contact, who may in turn share the information with other city officials as appropriate. Please complete the following form with the city's primary contact info:

#### Primary Contact for HR Express

Name: LINDA M. JOHNSON Title: HUMAN RESOURCES DIRECTOR

City: FAIRBURN Email: LJOHNSON@FAIRBURN.COM

Mailing Address: 56 MALDNE STREET, S.W.

City: FAIRBURN Zip: 30213 Phone: 770-964-2244  
EXT. 114

Please return the above form and signed agreement to Alanda Singleton at  
asingleton@gmanet.com or via fax at (678) 686-6374.

For questions or additional information:  
Aileen Harris  
(678) 686-6293  
[aharris@gmanet.com](mailto:aharris@gmanet.com)



**AGREEMENT BETWEEN**  
The Georgia Municipal Association, Inc.  
and  
The City of \_\_\_\_\_  
For Human Resources Express Services

Section 1. Employment of GMA

This Contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Georgia Municipal Association, Inc. (hereinafter referred to as "GMA") and the City of \_\_\_\_\_, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "City").

**WHEREAS**, GMA presently offers certain training services to local government entities by way of a contractual arrangement with Elarbee, Thompson, Sapp & Wilson LLP, which services are designed to help local governments keep abreast of and stay in compliance with numerous Human Resources laws and regulations that impact the City, and;

**WHEREAS**, the City desires to utilize said services in an effort to stay up-to-date on numerous Human Resources laws and regulations that impact the City.

**THEREFORE, THE CITY AND GMA AGREE AS FOLLOWS:**

Section 2. Scope of Services

GMA shall provide the following:

- a) Four one-hour webinars on human resources topics that will provide a more in-depth review of the topics presented during the original 2016-2017 HR Express webinar series, and include corresponding model policies and procedures as deemed appropriate by GMA. All webinars will be recorded and made available to the City to view on demand for a period of at least one year.
- b) Two, three-hour, workshops, which will include 1.5 hours of lecture on a relevant HR topic, followed by 1.5 hours of interactive training. The workshops will be held at locations to be determined. Up to five representatives from the City may attend the seminar at no charge beyond the annual membership fee. Additional city representatives may attend the seminar, though they will be assessed a registration fee. The 1.5 hour lecture during each workshop will be recorded and made available on demand to subscribers on the password secured HR Express section of the GMA website.
- c) Access to members of Elarbee Thompson's Public Sector Practice Group via telephone and/or email for a period of three work days following each webinar and workshop for questions pertaining to the webinar/workshop topics.
- d) Access to members of Elarbee Thompson's Public Sector Practice Group via telephone and/or email for up to four (4) hours for questions related to the 2016-2017 HR Express webinar series.
- e) Quarterly e-newsletters focusing on timely human resources topics. The e-newsletter will



be distributed electronically on a quarterly basis to the City's primary contact for the service. The newsletters will also be available on the password secured HR Express subscriber section of the GMA website.

- f) Access to all archived webinars, sample policies and e-newsletters.

### Section 3. Effective Date, Renewal and Termination

- a) Agreements shall terminate absolutely and without further obligation on the part of the City on December 31, 2018 and at the close of each succeeding calendar year for which it may be renewed as provided for herein. All future Agreements shall terminate absolutely and without further obligation on the part of the City at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed as provided for herein.
- b) This Agreement shall commence as of \_\_\_\_\_. It shall be automatically renewed for successive one-year calendar terms thereafter, unless terminated by either GMA or the City by giving 14 days advance written notice of such termination to the other party prior to renewal. GMA shall be entitled to payment through the calendar year in which notice of cancellation is received.
- c) The total obligation of the City under this Agreement for the calendar year of execution shall initially be \$ 2,000. The total obligation of the City which will be incurred in each calendar year renewal term shall be reflected in an annual invoice to be submitted to the City thirty (30) days prior to the due date. The invoice shall state the total amount of obligation for the upcoming year.

### Section 4. Limitation of Liability

GMA shall not be liable for any third party claims against the City and the City agrees to hold GMA harmless from any liability for such claims including, but not limited to, attorneys' fees. This agreement shall not be construed to make GMA an agent or employee of the City. The City understands that Elarbee, Thompson, Sapp & Wilson LLP is not an employee or agent of GMA or the City and GMA is not liable in any way for any instruction, advice, training or materials provided by Elarbee, Thompson, Sapp & Wilson LLP. GMA's liability for any claim arising from this agreement shall be limited to the amount paid by the City to GMA for one calendar year of service. GMA shall not be liable for any indirect, consequential or punitive damages.

### Section 5. Amendments

This contract may be amended by future written agreements executed on behalf of the City and GMA.

### Section 6. Georgia Security and Immigration Compliance Act

GMA attests compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 by the execution of the contractor affidavit attached as Appendix A as shown in Rule 300-10-1-.07, or a substantially similar contractor affidavit, which document is attached to and made a part of this contract as Exhibit A.

GMA agrees that, in the event GMA employs or contracts with any subcontractor(s) about the covered contract, GMA will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 or a substantially similar subcontractor affidavit, and maintain records of such attestation for inspection by the City at any time.

#### Section 7. Law Applicable

This agreement shall be construed under the laws of the State of Georgia. The parties agree that any action arising from this agreement shall be brought in a court of competent jurisdiction located in Fulton County, Georgia.

#### Section 8. Consulting Services

None of the services provided pursuant to this agreement shall be regarded or treated as the practice of law or accountancy. The City represents and warrants that it will consult with the city attorney or other separately engaged legal counsel before acting on or implementing any policies, practices, or other guidance provided to the city pursuant to this agreement.

#### Section 9. Severability

In the event that a court of competent jurisdiction holds any provision of this agreement invalid or unenforceable in any circumstances, the remainder of this agreement, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.

#### Section 10. Entire Agreement

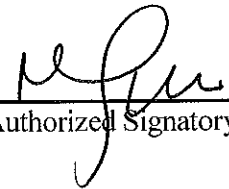
This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof, and it may not be amended except in writing signed by both parties.

IN WITNESS WHEREOF, the CITY and GMA have executed this agreement as of the date first written above.

ATTEST:

CITY OF FAIRBURN:

\_\_\_\_\_  
City Clerk

By:   
Authorized Signatory, Title

APPROVED AS TO FORM:

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

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: \_\_\_\_\_  
Executive Director

EXHIBIT A



GEORGIA MUNICIPAL ASSOCIATION  
FEDERAL WORK AUTHORIZATION PROGRAM  
COMPLIANCE AFFIDAVIT

By executing this affidavit, the Georgia Municipal Association, Inc. ("GMA") verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that GMA, which is engaged in the physical performance of services in Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, GMA will continue to use the federal work authorization program throughout the contract period and will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). GMA hereby attests that its federal work authorization user identification number and date of authorization are as follows:

69371

Federal Work Authorization User Identification Number

November 26, 2007

Date of Authorization

Human Resources Express Service

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November 27, 2017, in Atlanta (city), Georgia (state).

Bill Thornton  
BY: GMA Authorized Officer or Agent

11/27/2017  
Date

Bill Thornton, Interim Executive Director  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

27<sup>th</sup> DAY OF November, 2017

Susan J. Moore  
Notary Public

My Commission Expires:

SUSAN J MOORE  
NOTARY PUBLIC  
DEKALB COUNTY, GEORGIA  
MY COMMISSION EXPIRES  
JULY 14, 2020





## **CITY OF FAIRBURN**

### **CITY COUNCIL AGENDA ITEM**

**SUBJECT: Fulton County Elections Contract – Special Election May 22, 2018**

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

**Submitted: March 19, 2018 Work Session: March 26, 2018 Council Meeting: March 26, 2018**

**DEPARTMENT:** City Clerk

**BUDGET IMPACT:** \$1,798.39

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

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**PURPOSE:** Consideration and action on an agreement with Fulton County Elections in the amount of \$1,798.39 for the May 22, 2018 Special Election.

**HISTORY:** This agreement will allow for Fulton County to serve as the Superintendent of Elections for the Special Elections to be conducted on May 22, 2018.

After consideration by the Fulton County Board of Elections, the City of Fairburn will have 3 polling locations: Open Word Church, Harvest Rain Church, and First Baptist Church of Fairburn.

**RECOMMENDED ACTION:** Approval of the Agreement.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, between Fulton County, Georgia ("County"), a political subdivision of the State of Georgia, and the City of Fairburn, Georgia ("City"), a municipal corporation lying wholly or partially within the County.

**WHEREAS**, the parties to this Agreement are both governmental units; and

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

**WHEREAS**, the City desires to contract with the County to conduct this election for the citizens of the City pursuant to the applicable laws of the State of Georgia; and

**WHEREAS**, the City and the County are authorized by Art. IX, Sec. III, Par. I of the Constitution of the State of Georgia to contract for any period not exceeding fifty (50) years for the provision of facilities or services which they are authorized by law to provide, including an agreement for the conduct of the City elections; and

**WHEREAS**, O.C.G.A. § 21-2-45(c) authorizes the governing authority of any municipality to contract with the county within which that municipality wholly or partially lies to conduct any or all elections; and

**WHEREAS**, pursuant to O.C.G.A. § 21-2-45(c), a municipality may by ordinance authorize a county to conduct such election(s), and the City has adopted such an ordinance; and

**WHEREAS**, the Fulton County Board of Registration and Elections ("BRE") has jurisdiction over the conduct of primaries and elections and the registration of electors in the County; and

**WHEREAS**, the BRE, among other things, is responsible for the selection and appointment of the elections Superintendent, who selects, appoints, and trains poll workers for elections;

**NOW THEREFORE**, in consideration of the following mutual obligations, the County and City agree as follows:

## **ARTICLE 1 CONDUCT OF ELECTIONS**

1.1 This Agreement will govern the conduct of any and all elections which the City requests the County to conduct, including any and all runoffs which may be necessary. It is the intent of the parties that City elections be conducted in compliance with all applicable federal, state and local legal requirements.

1.2 For each City election, City, at its sole option, shall submit to County a request in the form attached hereto as Exhibit A. Requests must be made in conformance with O.C.G.A. § 21-2-540, now and as it may be amended hereafter, to the address specified in the Notice Section below. If a timely request is not made, the County shall have no obligation to conduct the City election which was the subject of the request.

1.3 In the event any special City election becomes necessary, the City and the County shall confer and determine a mutually convenient date as allowed by law to conduct any such election.

## **ARTICLE 2 TERM OF AGREEMENT**

This Agreement shall commence on the date that it is executed by or on behalf of the governing authority of Fulton County, Georgia and will terminate on December 31, 2018, unless otherwise terminated as set forth herein.

## **ARTICLE 3 DUTIES AND RESPONSIBILITIES**

Pursuant to this Agreement, each party shall provide the following enumerated services for the special election to be held May 22, 2018:

3.1 Upon receipt of request to perform a City election, and the agreement to conduct a City election, the County through the Superintendent or their designee(s) shall be responsible for:

- a) Designating early and advance voting sites and hours;
- b) Placing the City's candidate(s) on the electronic and printed ballots for City elections after qualifying;
- c) Placing the City's referendum question(s) on the ballot for a City election after timely written notice from the City is received by the County (which such notice shall include all necessary details and information);
- d) Hiring, training, supervising and paying poll officers and absentee ballot clerks;
- e) Preparing and submitting to the City Clerk, as required by state law O.C.G.A. § 21-2-224(e), now and as it may be amended hereafter, a list of electors.

- f) Performing duties of elections Superintendent, and absentee ballot clerk for the May 22, 2018 City special election;
- g) Performing logic and accuracy testing as required by Sections 183-1-12-.02 and .07 of the Official Compilation of Rules and Regulations of the State of Georgia, now and as they may be hereafter amended;
- h) Providing staff, equipment and supplies for conducting the May 22, 2018 City election at City polling places on City election days and for conducting recounts as may be required;
- i) Certifying City election returns as required by state law O.C.G.A. § 21-2-493, now and as it may be amended hereafter, and submitting certified City election returns to the Georgia Secretary of State and City Clerk or as otherwise directed;
- j) Upon a change in City precincts or voter districts, notifying City residents of any change in voting districts and/or municipal precincts; and

3.2 The City shall be responsible for:

- a) Recommending early voting sites and hours of operation to the County.
- b) Adopting Election resolutions pursuant to O.C.G.A. § 21-2-45(c), now and as it may be amended hereafter, and calls for special City elections as required by O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- c) Preparing qualifying materials for potential candidates and performing qualifying of candidates, including any write-in candidates, for City elections as required by state law, specifically O.C.G.A. § 21-2-130 *et seq.*, now and as it may be amended hereafter;
- d) Placing advertisements in the City's legal organ regarding calls for City elections, as required by state law O.C.G.A. § 21-2-540, now and as it may be amended hereafter;
- e) Fixing and publishing the qualifying fee as required by state law under O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- f) Collecting and retaining the qualifying fee as required by state law O.C.G.A. § 21-2-131, now and as it may be amended hereafter;
- g) Performing filing officer duties as required by the Georgia Government Transparency and Campaign Finance Commission for any and all state reports filed by the candidates or committees in conjunction with City elections to ensure compliance with Title 21, Chapter 5 of the Official Code of Georgia;

- h) If the City desires to review and verify the accuracy of the voter list(s) for City residents, it must do so not less than 30 days prior to Election Day;
- i) Providing the County with an electronic copy of referendums that must be placed on a ballot;
- j) Reviewing ballot proofs and notifying County of corrections or approval within twenty-four (24) hours of receiving proofs for candidate listings; and
- k) Otherwise cooperating with the County in the performance of this Agreement and providing the County such documentation and information as it may reasonably request to facilitate the performance of its duties under this Agreement.

#### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

4.1 For City elections that are to be conducted contemporaneously with a countywide General election, pursuant to this Agreement and to action of the Board of Commissioners on August 2, 2017, the City will not be charged for the cost of said election.

4.2 For City elections that are to be conducted contemporaneously with a countywide Special election, the City will share in the costs of conducting the election, plus a 10% administrative fee of the actual election costs based on the municipality's pro-rata share of the number of electors in the municipality versus the total number of electors in the County. The City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) An estimate of the City's pro-rata share of the election costs based on the number of electors will be provided to the City and 75% of that amount is due to the County ninety (90) days prior to Election Day.

- ii) Following the election, the actual costs of the election will be determined, as well as the City's pro-rata share of the actual costs.

- iii) If based on the estimated election, costs a refund is due to the City, said refund will issue within ninety (90) days after the election.

- iv) If based on the estimated election costs the City owes the County an additional amount for the election, the County will issue an invoice for that amount which is due and payable within thirty (30) days of receipt.

4.3 For City elections that are not conducted contemporaneously with any countywide election, the City will pay the actual cost of such election based on a budget prepared in accordance with the form attached hereto as Exhibit B.

- i) The City will pay the County the sum determined in Exhibit B for the election to be maintained in a separate election account. Said amount is due ninety (90) days prior to Election Day.

ii) Following the election, the actual costs of the election will be determined.

iii) If based on the payment made in compliance with Exhibit B a refund is due to the City said refund will issue within ninety (90) days after the election.

4.4 Failure to timely remit the funds owed will result in a 10% per month penalty.

## **ARTICLE 5 LEGAL RESPONSIBILITIES**

5.1 The City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registration and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs, including, but not limited to, court costs and attorney fees for the County Attorney or outside counsel, incurred by the County as a result of any such claim or litigation. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County.

5.2 In the event that a City election is contested, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to any contested City election, except claims or litigation regarding the acts of agents or employees of the County, the County Board of Registrations and Elections, and the County Election Superintendent in connection with any City Election held pursuant to this Agreement. The City agrees to reimburse the County for all costs incurred in responding to the election challenge, including, but not limited to, attorney's fees for the County Attorney or outside counsel and all expenses associated with the election challenge and any appeals thereafter. The City shall make payment of such reimbursements to the County within thirty (30) days of receipt of any invoice for reimbursement from the County. If a second election is required, such election will constitute a City Election under this Agreement and shall be conducted in accordance with the terms of this Agreement.

5.3 To the extent allowed by law, the City agrees to defend and hold harmless the County with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the County may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the City and/or its employees.

5.4 To the extent allowed by law, the County agrees to defend and hold harmless the City with respect to any claim, demand, action, damages, judgment, cost and/or expenses (including, without limitation, reasonable attorney's fees and legal expenses) to which the City may be subjected as a consequence of or as a result of any error, omission, tort, intentional tort, willful misconduct, or any other negligence on the part of the County and/or its employees.

5.5 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law.



5.6 Should it be necessary to comply with legal requirements that any of the County's personnel shall be sworn in as a temporary officer or employee of the City, such formality shall be observed without limitation.

## **ARTICLE 6 EMPLOYMENT STATUS**

6.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including, but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

6.2 All County personnel assigned under this Agreement are and will continue to be part of the Fulton County Department of Registration and Elections and under the supervision of the Superintendent.

6.3 All City personnel assigned under this Agreement are and will continue to be employees of the City.

## **ARTICLE 7 RECORDKEEPING AND REPORTING**

7.1 The County Registration and Elections Department is the central repository for all departmental records and makes available public records as defined and required by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*, O.C.G.A. § 21-2-51 and O.C.G.A. § 21-2-72, now and as they may be amended hereafter. During the term of this Agreement, the County will continue to comply with the applicable provisions of the Georgia Open Records Act and the Georgia Election Code.

7.2 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

## **ARTICLE 8 E-VERIFY AND TITLE VI**

Each party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-verify and Title VI requirements under applicable law.

## **ARTICLE 9 AUTHORIZATION**

Each of the individuals executing this Agreement on behalf of his or her respective party agrees and represents to the other party that he or she is authorized to do so and further agrees and represents that this Agreement has been duly passed upon by the required governmental

agency or council in accordance with all applicable laws and spread upon the minutes thereof. The parties hereto agree that this Agreement is an intergovernmental contract and is entered into pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia 1983.

Further, the Fulton County Board of Registration and Elections has reviewed and approved this Agreement and has authorized its Chairman and its Chief Administrative Officer to execute any ancillary documents required to complete the May 22, 2018 Special Election, including but not limited to the Notice of the Call of the Special Election and the Notice of the Special Election.

## **ARTICLE 10 TERMINATION AND REMEDIES**

Either party may unilaterally terminate this Agreement, in whole or in part, for any reason whatsoever or no reason at all, by notice in writing to the other party delivered at least thirty (30) days prior to the effective date of the termination.

## **ARTICLE 11 NOTICES**

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Future changes in address shall be effective upon written notice being given by the City to the County Elections Superintendent or by the County to the City Administrator via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County:                      Fulton County Board of Registration and Elections  
   Attn: Director  
   130 Peachtree St SW, Suite 2186  
   Atlanta, Georgia 30303  
   Facsimile: 404.612.2545

With a copy to:                      Fulton County Office of the County Attorney  
   Attn: County Attorney  
   141 Pryor Street SW, Suite 4038  
   Atlanta, Georgia 30303  
   Facsimile: 404.730.6540

If to the City:                        City Administrator  
   \_\_\_\_\_  
   \_\_\_\_\_

With a copy to:                      City Attorney  
   \_\_\_\_\_  
   \_\_\_\_\_



**ARTICLE 12**  
**NON-ASSIGNABILITY**

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

**ARTICLE 13**  
**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. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 14**  
**SEVERABILITY, VENUE AND ENFORCEABILITY**

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 effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of Fulton County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

**ARTICLE 15**  
**BINDING EFFECT**

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

**ARTICLE 16**  
**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.

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

**FULTON COUNTY, GEORGIA**

**APPROVED AS TO SUBSTANCE:**

(Seal)

\_\_\_\_\_  
Chair, Board of Commissioners

**ATTEST:**

\_\_\_\_\_  
Interim Clerk to Commission

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

**ATTEST:**

\_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Fulton County Attorney's Office

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_  
Richard Barron  
Director / Elections Supervisor  
Registrations and Elections

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

**CITY OF FAIRBURN, GEORGIA**

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

Mayor

\_\_\_\_\_

City Clerk (SEAL)

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

**APPROVED AS TO FORM:**

**APPROVED AS TO SUBSTANCE:**

\_\_\_\_\_

City Attorney

\_\_\_\_\_

City Administrator

## EXHIBIT A

As per the Agreement executed on \_\_\_\_\_, the City of Fairburn, hereby requests that Fulton County conduct its Special Election on May 22, 2018, within the boundary of Fulton County.

The last day to register to vote in this election is April 24, 2018.

The list of early voting locations will be forthcoming.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

The Fulton County Board of Registrations and Elections agrees to conduct the City of Fairburn Special Election on May 22, 2018, within the boundary of Fulton County.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Elections Superintendent  
Fulton County Board of Registrations and  
Elections (SEAL)



Date: 2/21/2018  
INVOICE # FRBN52218

Item	Description	Total
1	10% Administrative Fee to Conduct City of Fairburn Special Municipal Election May 22, 2018	\$1,798.39
	GRAND TOTAL	\$1,798.39

Make Check Payable to: "FULTON COUNTY DIRECTOR OF FINANCE"



## **CITY OF FAIRBURN**

### **CITY COUNCIL AGENDA ITEM**

**SUBJECT:**

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

**Submitted: March 26, 2018 Work Session: March 26, 2018 Council Meeting: March 26, 2018**

**DEPARTMENT:**      City Clerk

**BUDGET IMPACT:** None

**PUBLIC HEARING?**   ☐ Yes      ☒ No

---

**PURPOSE:** Consideration and action on appointment of Development Authority of Fairburn and Downtown Development Authority appointments.

**HISTORY:**

**Reappointments:**

Rhonda Appleby term expired January 31, 2018.

Danita Jones term expired January 31, 2018.

**New Appointments:**

Johnny Todd

Carlos Montano

Jason Jones

**RECOMMENDED ACTION:** Approval of the Agreement.

---

*Donna M. Gayden, City Administrator*

---

*Elizabeth Carr-Hurst, Mayor*



## **Development Authority of Fairburn & Downtown Development Authority 2018 COUNCIL APPOINTMENTS**

<b><u>Member</u></b>	<b><u>Current Term Expires</u></b>	<b><u>New Term Expires</u></b>
<b>Rhonda Appleby</b>	01-31-2018	01-31-2022
<b>Danita Jones</b>	01-31-2018	01-31-2022
<b>Johnny Todd</b> (New Appointment)		01-31-2022
<b>Carlos Montano</b> (New Appointment)		01-31-2022
<b>Jason Jones</b> (Replaced Mack McCarthney Unexpired Term)		01/31/2020



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:**

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

**Submitted: March 26, 2018 Work Session: March 26, 2018 Council Meeting: March 26, 2018**

**DEPARTMENT:**      City Clerk

**BUDGET IMPACT:** None

**PUBLIC HEARING?**   ☐ Yes      ☒ No

---

**PURPOSE:** Consideration and action on appointment of Fairburn Housing Authority.

**HISTORY:**

**Appointments:**

Betty North      March 28, 2022  
Daisy Brown      March 28, 2022  
Sandra Raines      February 13, 2022

**RECOMMENDED ACTION:** Approval of the Agreement.

---

*Donna M. Gayden, City Administrator*

---

*Elizabeth Carr-Hurst, Mayor*



**WHEREAS**, the Mayor and City Council of the City of Fairburn desire to enact rules for the conduct of City Council meetings to ensure that such meetings are conducted in accordance with applicable law and to ensure that such meetings are conducted in an effective, efficient and professional manner; and

**WHEREAS**, the Mayor and City Council are further committed to transparency in government, excellent customer service and the belief that all business of the City of Fairburn should be conducted with compassion and respect for the process, as well as the citizens, taxpayers and elected officials who participate.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby resolved by the authority of same that there is now adopted the attached document entitled City of Fairburn Mayor and Council Procedural Rules for Meetings.

This 26th day of March, 2018.

---

Elizabeth Carr-Hurst, Mayor

Jennifer Elkins, City Clerk

Approved as to Form:

---

William R. Turner, City Attorney

**CITY OF FAIRBURN**

**MAYOR AND COUNCIL**

**PROCEDURAL RULES FOR MEETINGS**



Adopted March 26, 2018

## **RULE ONE: MEETING TIMES AND PLACE.**

Unless otherwise determined, and the public is notified in accordance with the Georgia Open Meetings Act, all meetings of the Fairburn City Council shall be held in the Council Chambers at Fairburn City Hall, 56 Malone Street SW, Fairburn, GA 30213. Regular Meetings are held at 7:00 P.M. on the second and fourth Mondays of each month unless special circumstances dictate a different meeting date, time, or place. Regularly scheduled Work Sessions will be held on the second and fourth Mondays of each month at 6:00 P.M., prior to the Regular Meetings.

## **RULE TWO: OPEN MEETINGS; EXECUTIVE SESSIONS.**

All Regular Meetings and Work Sessions of the Fairburn City Council shall be advertised and conducted in accordance with the Georgia Open Meetings Act. The public shall be granted access to all meetings except, when in accordance with law, the Council meets in a closed Executive Session. All votes taken to close a meeting shall be taken in public and the exact reason for closing the meeting under law shall be noted by the maker of the motion. No other matters shall be discussed in Executive Session.

## **RULE THREE: PRESIDING OFFICER AND RULES FOR DEBATE.**

The Mayor of the City of Fairburn is responsible for the orderly conduct of the City Council during all meetings and serves as the Presiding Officer. In order to ensure a fair, orderly, and efficient meeting, the Presiding Officer shall enforce these Rules of Procedure. In the absence of the Mayor, the Mayor Pro Tem shall act as Presiding Officer; and, whenever a quorum is present and neither the Mayor nor the Mayor Pro Tem is present, the Council may designate an acting Presiding Officer. Meetings will be conducted in accordance with applicable state law, these procedural rules, and *Roberts Rules of Order, Newly Revised, 11<sup>th</sup> Edition*. When a Councilmember raises a procedural question about which these Rules of Procedure are silent, and in the absence of an applicable law, ordinance, or resolution, the question shall be resolved in accordance with the provisions of *Roberts Rule of Order, Newly Revised, 11<sup>th</sup> Edition*.

### **Debate**

All resolutions, contracts, and items of business which require City Council approval prior to the expenditure of funds, as well as any other items which require Council action, shall be acted upon by the Council only after a Councilmember makes a motion and there is a second to the motion.

Each Councilmember has the right to debate any and all issues which come before the Council for consideration. However, to ensure an orderly and efficient meeting, each Councilmember shall observe the following rules for debate:

### **Rules for Debate**

1. The Presiding Officer shall call for discussion on an item only after there is a motion and a second, at which time the item shall be sounded by the Presiding Officer, who shall then recognize Councilmembers wishing to speak on the item.
2. If there is no motion, the item dies for lack thereof. If there is a motion, but no second, the item dies for lack thereof. There shall be no discussion on an item that dies for either the lack of a motion or the lack of a second.
3. The Presiding Officer shall open debate by recognizing each Councilmember who wishes to speak. Each Councilmember may speak on an item for a period not to exceed ten (10) minutes total, with the additional stipulation that no Councilmember shall hold the floor for more than five (5) consecutive minutes of their allotted time. However, at the opening of each Council meeting, prior to the Council's consideration of the agenda, a Councilmember may make a motion to waive the 10 minute time limit on one or more agenda items they deem need more time. If any such motion is seconded, the Council will then vote on each request before the agenda begins and decide what additional time, if any, to allot to each Councilmember. The City Clerk shall be the official timekeeper for the Council.
4. Motion to Call the Question: If a Councilmember believes that debate on an issue is too lengthy and a vote should be called immediately on an issue, he or she can move to "call the question" or "move the previous question." This motion is out of order if it is made while another Councilmember has the floor or if the maker of the motion is not recognized by the Mayor. Such a motion requires a second and, if so seconded, the motion is not debatable. Once the motion has been properly made and seconded, the Mayor shall immediately stop debate and announce that there is a "call the question" motion on the floor. Immediately thereafter, the Mayor shall call for a vote on the "call the question" motion, not on the main motion. If the "call the question" motion fails, debate on the issue may continue. If it passes, the Mayor must immediately call for a vote on the motion which was the subject of the "call the question" motion.

### **Reconsideration of Previous Actions**

5. Any action by City Council, including final action on rezoning applications and land use permits, may be subject to a motion to reconsider. A motion to reconsider a previous action by City Council may only be made by a Councilmember who voted on the prevailing side when the original action was taken. This motion may be seconded by any member of the body. If a motion to reconsider is made, seconded and approved by the body, there must be a follow-up motion to rescind the previous action. The motion to rescind may be made by any member of the body. A motion to reconsider, except in the case of a rezoning application or land use permit, may not be made later than the next following Regular Meeting. In the case of rezoning applications and land use

permits, a motion to reconsider must be made before the adjournment of the meeting at which the action was originally taken.

**RULE FOUR: QUORUM.**

The presence of the Mayor or the Mayor Pro Tem, plus three (3) other members of City Council constitutes a quorum. A quorum is required for the transaction of business by the City Council. It is the duty of the Presiding Officer to enforce this rule. If, at the beginning of any meeting, there is no quorum and a quorum is not attained within 15 minutes, the Presiding Officer will cancel the meeting. Any Councilmember may raise a point of order if that Councilmember believes that during the course of a meeting the quorum is lost and the Council cannot transact business. If, after a roll call, the quorum is lost and is not attained within 15 minutes, the Presiding Officer must adjourn the meeting.

**RULE FIVE: VOTING - ABSTENTION.**

The affirmative vote of a majority of the quorum present shall be required for the City Council to take official action. The Presiding Officer shall be permitted to vote only in the case of a tie. Each Councilmember's vote shall be recorded by stating yea or nay; provided, however, that the Presiding Officer may call for an individual roll call vote if necessary to clarify the outcome of a vote. No Councilmember shall be required to vote.

If a Councilmember has an interest in an item that may be affected by his or her vote or by the action of the City Council, then the Councilmember must abstain from all action, debate and voting on the item. In such cases, as soon as the Councilmember knows or should have known that he or she must abstain, a written notice shall be provided by the Councilmember to the City Clerk of the Councilmember's intent to abstain and the reason therefore. This notice shall be recorded in the minutes of the meeting at which the subject item is considered. The Councilmember shall also at that meeting state publically and orally for the record his or her abstention and the nature of the interest prior to the commencement of debate.

**RULE SIX: AGENDA PREPARATION; MINUTES.**

1. The agenda for each meeting is prepared by the City Clerk in concert with and under the direction of the the Mayor and City Administrator. Any Councilmember wishing to place an item on the agenda must submit a written notice to the Mayor and City Administrator before the deadline established by the City Council yearly meeting schedule, along with any documents relevant to the item. Members of the public may request an item be placed on the agenda by submitted a timely written request to the Mayor and City Administrator.

2. A final agenda will be distributed by the City Clerk to the Mayor, Councilmembers, City Administrator, City Attorney and appropriate staff not later than the Thursday preceding each Regular Meeting. Copies are also made available to the public at that time. A post agenda will be so distributed and made available to the public within 48 hours following adjournment of each City Council meeting. The post agenda is a precursor to the final minutes and a summary of action taken by the Council at the meeting.
3. Adding items to the agenda during the meeting is disfavored. However, whenever an emergency or special circumstances exists, an item may be added to the agenda by a motion, properly seconded, and approved by a majority vote of the City Council. Such items shall appear on the post agenda as "Added During the Meeting".
4. Once an agenda has been approved at a meeting, an item may be removed only by a majority vote of Council. If the City Administrator desires to remove an item from the agenda prior to the agenda being approved by Council, the Clerk shall be informed of the request by the City Administrator, and the Clerk will then announce the request prior to the Council's adoption of the agenda. A majority vote of Council will then be required to adopt the agenda with or without the subject item. The City Administrator should be prepared to state a reason for removal. If an item is on the agenda due to a request from a Councilmember, the Councilmember may remove the item at any time prior to Council's approval of the agenda.
5. Proclamations and presentations regarding non-agenda items will be handled at Regular Meetings prior to the handling of agenda items.
6. Whenever an agenda item calls for the adoption or approval of an ordinance, contract, memorandum of understanding, or agreement of any kind, a copy of the document shall be attached to the agenda when the agenda is distributed by the Clerk. Upon approval of the item, a copy of the document shall also be included in the official minutes.

### **Minutes**

Minutes shall be taken by the City Clerk, approved by majority vote of the City Council and then made available to the public in accordance with Georgia's Open Meetings Act. Verbatim minutes are not required. Any changes to the minutes proposed by a Councilmember at the time of their adoption shall be allowed without a vote unless the proposed change is objected to by another Councilmember, at which time the change will be permitted only after a majority vote. At a minimum, the minutes shall contain a record of all roll calls, as well as all motions and votes taken. The Minutes will also contain succinct summaries of matters discussed during public comment and public hearings, as well as during debate and discussion by Councilmembers with respect to any agenda item, and of comments made by Councilmembers in closing remarks to the public.

#### **RULE SEVEN: PUBLIC COMMENT.**

Unless otherwise permitted by City Council, public comment shall be permitted during all Regular Meetings on the 2nd and 4th Mondays. No more than 30 minutes shall be allotted for public comment. Each speaker will have a maximum of 3 minutes; provided, however, a speaker may give his or her time to another speaker, and that speaker shall have no more than 6 minutes; provided, further, if there are more than 10 speakers, the maximum time shall be reduced to 2 minutes and 4 minutes, respectively, per speaker. Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the roll call. All comments must be directed to the Presiding Officer or the body as a whole. Councilmembers will not question speakers or otherwise comment on matters raised during public comment until public comment has concluded. Any speaker, in the determination of the Presiding Officer, who uses foul or offensive language, or who otherwise is disruptive or shows demonstrable disrespect for the proceedings, shall be ruled out of order and must relinquish the podium. The City Administrator will respond to issues presented during public comment within seven (7) business days and will provide City Council with a succinct summary of the issue raised and the City Administrator's response. Prior to addressing Council, citizens are encouraged to first contact the City Administrator's office regarding matters that may require action by City departments. The public comment portion of a Regular Meeting shall not be used to address matters that are otherwise on the Council's agenda and for which a public hearing is scheduled.

#### **RULE EIGHT: CONSENT AGENDA.**

The City Council uses a consent agenda. Any items of business that are expected to receive unanimous approval and for which debate is not expected, should be placed on the consent agenda. During the course of a meeting, prior to the adoption of the consent agenda, an item may be removed from the consent agenda and placed on the regular agenda for further discussion. All items on the consent agenda shall be adopted with one motion.

#### **RULE NINE: DECORUM.**

All Councilmembers are expected to conduct themselves in a courteous and respectful manner. Councilmembers seeking information from staff should do so within the confines of proper decorum. A Councilmember shall not speak until recognized by the Presiding Officer and likewise shall not interrupt another Councilmember's remarks; provided, however, a Councilmember may ask another Councilmember having the floor if that Councilmember will yield for a question or clarification. All comments made by a Councilmember shall directly address the motion or item before the body and all comments shall be directed to the Presiding Officer or to the body as a whole. The Presiding Officer shall enforce rules of decorum and if a Councilmember believes that proper decorum is not being followed, he or she shall raise a point of order when recognized by the Presiding Officer. The Presiding Officer may then either rule on the question or allow the Council to decide the issue by majority vote. Any Councilmember shall have the right to express dissent regarding an action by the body, but it is never appropriate to question another Councilmember's motive for voting.

## **RULE TEN: PUBLIC HEARINGS.**

In accordance with applicable law, the City Council will conduct public hearings from time to time on a number of matters and issues. These public hearing rules are intended to ensure that the public has the opportunity to participate fairly in the meeting while promoting the orderly, efficient, and effective flow of the meeting.

### **Rules for Conducting Public Hearings Generally**

1. The Presiding Officer shall announce that the public hearing is open and will call forth those persons who wish to speak in favor, against, or otherwise regarding the subject matter of the hearing. Members of the public who wish to speak must complete a speaker card, which must be given to the Clerk prior to the commencement of the public hearing. The Presiding Officer will inform the public that all comments must be made from the podium and that all persons making a comment should first give their name and address. Public comments will only be received from the podium. The amount of time allotted for a public hearing shall be determined by any applicable law or by majority vote of the body
2. Members of the public are expected to adhere to rules of decorum. All comments shall be directed to the Presiding Officer or the City Council as a whole. There shall be no vocal or boisterous demonstrations which disrupt the orderly flow of the meeting. Any person or persons engaging in such behavior shall be ruled out of order by the Presiding Officer and shall, if necessary, be removed from Council chambers.

### **Rules for Conducting Public Hearings - Land Use Matters**

1. At public hearings on applications for the rezoning of land, land use permits, zoning condition modifications and/or concurrent variance applications, as well as amendments to the text of City zoning ordinances (hereinafter "land use application"), proponents and opponents are allowed ten (10) minutes per side to present comments, data, evidence and opinions. Each side's time may be divided among multiple speakers in whatever manner desired by the speakers. Accordingly, speakers are encouraged to coordinate their presentations. In the event a public hearing is conducted, closed and final action on a land use application is deferred, additional public comments may be allowed if determined necessary by the body.
2. Whenever a public hearing on a land use application is on the agenda, City Council will first hear from City staff regarding the nature of the petition. Then, the Presiding Officer will open the public hearing and the body will hear from persons supporting the application. Next, the Presiding Officer will call for persons opposing the application to speak. (Note: persons supporting an application may defer some of their ten (10)



minutes of allotted time for use after persons opposing the application have spoken.) After the allotted time has been used, unless the body votes to give additional time to each side, the Presiding Officer will close the public hearing and the body will take up the matter after a motion, if any, has been made and seconded.

**RULE ELEVEN: AMENDMENTS TO PROCEDURAL RULES; SUSPENSION.**

These Procedural Rules may be amended by City Council by majority vote. Except as to rules pertaining to quorum, voting requirements and rules in place due to controlling applicable law, these Procedural Rules may be temporarily suspended upon a motion, properly seconded and four (4) affirmative votes.

**RULE TWELVE: SPECIAL MEETINGS AND RESCHEDULED REGULAR MEETINGS.**

Special called meetings and rescheduled Regular Meetings shall be scheduled and advertised in accordance with the Georgia Open Meetings Act.

**RULE THIRTEEN: CITY COUNCIL COMMITTEES.**

The Mayor and City Council may, from time to time, establish committees to review specific aspects of the affairs of city government. Pursuant to these Procedural Rules, there is established the following committees: a) Finance and Budget; b) Economic Development; c) Utility; d) GIHC; e) Public Safety; and f) Personnel. The members of these committees shall be appointed by the Mayor from the membership of City Council. The City Administrator will assign a member of City staff to assist each such committee. These committees shall meet quarterly, or more often if the committee deems it necessary, for the purpose of making such recommendations for action to the full City Council. All committee meetings shall be scheduled, advertised and conducted in accordance with the Georgia Open Meetings Act and these Procedural Rules.

**RULE FOURTEEN: REPETITIOUS MOTIONS.**

When a motion before City Council has been defeated, a motion proposing the same or substantially the same action shall not again be raised for a period of six (6) months from the date of its defeat. In this regard, if a motion dies for the lack of a second and the motion is, therefore, not debated or voted on by the body, the motion shall not have been defeated for purposes of this Rule.

**RULE FIFTEEN: CLOSING REMARKS BY COUNCILMEMBERS; TIME LIMIT.**

At the conclusion of each Regular Meeting, the Presiding Officer shall permit each member of the body up to two (2) minutes for closing remarks to the body and the attending public.

**RULE SIXTEEN: PARLIAMENTARIAN.** The City Attorney shall serve as the Parliamentarian for the City Council and in that capacity will answer to the Mayor or other Presiding Officer.

So Adopted and Approved as the Procedural Rules for Meetings of the Mayor and City Council of the City of Fairburn:

This 26 day of March, 2018

Attest:

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Elizabeth Carr-Hurst, Mayor

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Jennifer Elkins, City Clerk

Approved as to Form:

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William R. Turner, City Attorney

DRAFT