



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

### **WORKSHOP AGENDA**

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: City Clerk
- III. PRESENTATION
  1. Mid-South Benefits – Employee Benefits
- IV. COUNCIL DISCUSSION
  1. Discussion of Ethics Ordinance
- V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- VI. ADJOURN

Sec. 2-35. - Code of ethics.

(a) *Intent.* It is essential to the proper administration and operations of the City of Fairburn ("city") that the members of its governing authority, as well as members of city boards, authorities and commissions (collectively "city officials"), be, and give the appearance of being, independent and impartial; that public office not be used for private gain; that there be public confidence in the integrity of such city officials; that such city officials at all times adhere to the highest standards of professionalism; and that conduct unbecoming of a member of the governing authority or other city board, authority, or commission and conduct by such a member that tends to damage the reputation of the city or its governing authority and/or conduct which otherwise interferes with and negatively impacts city operations and/or which places the city in a poor public light not be tolerated. The governing authority finds that the public interest requires that it protect against such conflicts of interest and acts or unprofessional and unbecoming conduct by establishing appropriate ethical standards regarding the conduct of members of the governing authority and other city officials,

(b) *Definitions.*

*City official* means a member of the city governing authority, including the mayor, as well as persons appointed to serve on any city board, authority, or commission.

*Complaint* means a written sworn statement filed with the city clerk containing specific allegations of misconduct by a member of the governing authority or other city official, provided, however, such allegations must be filed within six months following the alleged misconduct or not later than 30 days following the date on which the person filing the complaint knew or should have known of the occurrence of the alleged misconduct, in such cases where the alleged misconduct occurred more than six months prior to the filing of the complaint. No complaint shall be accepted against any member of the governing authority or other city official unless same is, at the time of the filing of the complaint, a sitting member of the governing authority or other city board, authority, or commission.

*Governing authority* means the mayor and city council.

*Interest* means any direct pecuniary benefit, which is not a remote interest held by or accruing to a city official as a result of a contract or transaction that is or may be the subject of an official act or action by or with the city. A city official shall be deemed to have an interest in transactions involving:

- (1) Any person in the city official's immediate family;
- (2) Any person with whom a contractual relationship exists whereby the city official may receive any payment or other benefits unless the city official is receiving a benefit for goods or services in the normal course of business for which the city official has paid a commercially reasonable rate;
- (3) Any business in which the city official is a director, officer, employee, agent, or shareholder, except as otherwise provided herein; or
- (4) Any person of whom the city official is a creditor, whether secured or unsecured.

(c) *Prohibited conduct.* No city official shall:

- (1) By conduct give reasonable basis for the impression that any person can improperly influence his/her or unduly enjoy his/her favor in the performance of official acts;
- (2) Directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor, promise, or thing of value for him/herself or another person if it could reasonably be considered to influence the city official in the discharge of official duties; provided, however, this prohibition shall not apply in the case of:
  - a. An occasional non-pecuniary gift of insignificant value;
  - b. An award publicly presented in recognition of public service;

- c. A commercially reasonable loan or other financial transaction made in the ordinary course of business by an institution or individual authorized by the laws of Georgia to engage in the making of such a loan or financial transaction;
  - d. Campaign contributions made and reported in accordance with Georgia law.
- (3) Disclose or otherwise use confidential information acquired by virtue of his/her official position for his/her or another person's private gain;
- (4) Use his/her official position to attempt to secure privileges that are not available to the general public;
- (5) Engage in, accept employment with, or render services for any private business or professional activity when such employment or rendering of services is adverse to and incompatible with the proper discharge of official duties; provided, however, this prohibition shall not apply to a city official who is a licensed professional and appears on behalf of another in such professional capacity so long as the disclosures required by subsection (d) are provided 30 days prior to any action being taken, and the city official was associated with the matter being considered at the time the initial request for action was received.
- (6) Engage in any activity or transaction that is prohibited by law now existing or hereafter enacted which is applicable to him/her by virtue of being a member of the council;
- (7) Use his/her position to request or require a city employee to:
  - a. Work on behalf of the city official's personal, family, business, social, church or fraternal interest while at the same time being compensated by the city;
  - b. Purchase goods or services with city funds or to otherwise use city resources for the city official's personal, business, or political purposes; and/or;
  - c. Work for the city official personally without paying the employee just compensation.
- (8) Use government property of any kind for other than officially approved activities, nor shall he/she direct employees to use property for purposes other than those officially approved;
- (9) Use his/her position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to himself/herself, or another person;
- (10) Take any action or engage in any course of conduct that interferes with the proper, efficient and effective operations of the city government; no member of the governing authority or other such city official shall give directives to, or otherwise initiate direct communications with, any city employee, regarding any request for action or information relating to the operations of city government, who is subject to the direction and supervision of the city administrator and/or a city department head, except solely through the city administrator or responsible department head. Actions taken subsequent to the initial directive and/or request to the city administrator or responsible department head must be taken with the advice and consent of the city administrator or responsible department head;
- (11) Make any disclosure of confidential information without the approval of the body on which the city official serves; provided, confidential information means information obtained by the city official in the course of the performance of his/her duties, which is either (i) not subject to public disclosure under the laws of the State of Georgia, or (ii) obtained in a closed meeting of the body, duly closed for any of the purposes for which meetings of the body can be closed under the laws of the State of Georgia;
- (12) Engage in any ex parte communication with any member of the board of ethics regarding a pending complaint.
- (13) Engage in rude, verbally or physically abusive conduct, or criminal behavior, which interferes with the operations of city government and/or which places the city government in a negative public light.

- (d) *Disclosure of conflicts of interest.* A city official who has an interest that he/she has reason to believe may be affected by his/her official acts or actions or by the official acts or actions of the involved body shall disclose the precise nature of such interest by written or by verbal statement 30 days prior to the body taking official action and shall abstain from discussion and voting. The city official shall also disclose the nature of any interest he/she has at the time such matter is presented to the body for discussion. Such written or verbal statements shall be recorded in the minutes of the meeting and become part of the public record. Following any disclosure made pursuant to this section, the city official shall refrain from all ex parte communications with other members of the body regarding the matter in which he/she has an interest.
- (e) *Disqualification.* A city official shall disqualify himself/herself from participating in any official act or action of the city which results in a pecuniary benefit to him/her or a business or activity in which he/she has an interest directly or indirectly when such benefit is not available to the public at large.
- (f) *Prohibited contracts.* The city governing body, boards, authorities and commissions shall not enter into any contract involving services or property with a member or with a business in which a member has an interest. This section shall not apply in the case of:
- (1) The designation of a bank or trust company as a depository for city funds;
  - (2) The borrowing of funds from any bank or lending institution which offers the lowest available rate of interest in the community for such loan;
  - (3) Contracts otherwise entered into in accordance with state law;
  - (4) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor authorizes and signs a written record explaining the emergency;
  - (5) Contracts entered into with a city official, or with a business in which a city official has an interest, provided that such contracts are the result of a competitive bid process, disclosure of the nature of the city official's interest is made prior to any action being taken and in accordance with subsection (5), and a waiver of the prohibition contemplated by this section is approved by the mayor and city council.
- (g) *Restrictions on contracts with former members of the council.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period the mayor or a member of the city council, unless the contract is awarded by a competitive bid process.
- (h) *Complaints.* Any person having a complaint against any city official for an alleged ethics violation shall file in writing a sworn complaint setting forth the particular facts and circumstances which constitute the alleged violation. The complaint shall be filed with the city clerk. The mayor, or in the event the complaint is against the mayor, the mayor pro-tem, shall then appoint the remaining members of the governing body, not named in the complaint, who, along with the mayor or the mayor pro-tem, and the city attorney, shall constitute an investigating committee to determine whether the complaint sets forth significant facts and circumstances so as to warrant a hearing before the board of ethics. In the event the investigating committee determines that the complaint does not set forth sufficient facts to constitute an alleged violation and is unjustified, frivolous or patently unfounded, it shall be dismissed and the complainant notified immediately. In the event the complaint is found to state sufficient facts to warrant a hearing before the board of ethics, the board of ethics shall be so notified and directed to consider and dispose of the complaint.
- (i) *Board of ethics.*
- (1) *Composition of the board of ethics:*
    - a. The board of ethics of the city shall be composed of seven residents of the city to be appointed as provided below. Each member of the board of ethics shall have been a resident of the city for at least one year immediately preceding the date of taking office and shall remain a resident of the city while serving as a member of the board of



ethics. No person shall serve as a member of the board of ethics, if the person has, or has had within the preceding one-year period, any interest in any contract, transaction, or official action of the city.

- b. The mayor and council members shall each appoint one (1) qualified citizen to serve as a member of the board of ethics. Each member of the board of ethics shall serve a term concurrent with the term of the member of the governing body making the appointment. Members of the board of ethics serve at the pleasure of the member of the governing authority making the appointment; provided, however, except for cause, as determined by the governing authority, no member of the board of ethics may be removed during the pendency of any complaint.
- c. The members of the board of ethics shall serve without compensation. The governing authority of the city shall provide meeting space for the board of ethics. Subject to budgetary procedures and requirements of the city, the city shall provide the board of ethics with such supplies and equipment as may be reasonably necessary for it to perform its duties and responsibilities. In all proceedings of the board of ethics, the city attorney shall provide advice to the board on matters of procedure and evidence; provided, however, in cases where a member of the governing authority is the subject of the complaint, the governing authority, without the participation of the member named in the complaint, shall appoint special counsel for the board of ethics.

(2) *The board of ethics shall have the following duties and powers:*

- a. To establish procedures, rules, and regulations governing its internal organization and conduct of its affairs;
- b. To hold a hearing within 60 days after the receipt of complaint. Failure to hold a hearing within the specified time shall result in dismissal of the complaint as to the transaction and shall prevent refiling of a complaint arising from the same incident for at least a period of six months;
- c. To prescribe forms, approved by the city attorney, for the disclosure required in this section and to make available to the public information disclosed as provided in this section;
- d. To receive and hear complaints of violations of the standards required by this section;
- e. To make such investigation and response to a complaint as it deems necessary to determine whether any person has violated any provisions of this section;
- f. To hold such hearings and make such inquiries as deemed necessary to investigate and rule upon complaints;
- g. To report its findings to the governing authority for such action as the governing authority deems appropriate.

- (j) *Service of complaint; hearings and disposition of complaints.* The board of ethics shall cause the complaint to be served on the city official charged as soon as practicable. Service may be by personal service or by certified mail, return receipt requested. A hearing shall be held within 60 days after filing of the complaint. The board of ethics shall conduct the hearing in accordance with the procedures and regulations it establishes but, in all circumstances, the hearing shall include the taking of testimony and the cross-examination of witnesses. The decision of the board of ethics as to whether the city official did or did not violate provisions of this code of ethics shall be rendered in writing to governing authority within seven business days after completion of the hearing.

(k) *Penalty and member rights.*

- (1) Any city official who knowingly violates any provision of the code of ethics provided in this section shall be subject to public reprimand, censure, or removal from office by the city

governing authority; provided, however, that no member of the governing authority shall be removed from office except upon and impeachment and trial pursuant to section 2-60.

- (2) At any hearing held by the board of ethics, the city official who is the subject of inquiry shall have the right to written notice of the allegations at least ten business days before the hearing. At the hearing before the board of ethics, the subject city official may be represented by counsel and is entitled to hear and examine the evidence and witnesses and to present evidence and witnesses in opposition or in extenuation.
- (l) *Appeals.* Any city official adversely affected by the findings of the board of ethics and who is disciplined in accordance with this section by the city governing authority may obtain judicial review by filing an application for a writ of certiorari in the Superior Court of Fulton County within 30 days after the board's decision. The filing of such application shall act as supersedes.

(Ord. No. 2008-12, § I, 11-27-2008; Ord. No. 2013-36)



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

## **REGULAR AGENDA**

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

The Honorable Hattie Portis-Jones  
The Honorable Alex Heath  
The Honorable Mayor Pro-Tem James Whitmore

The Honorable Ulysses Smallwood  
The Honorable Pat Pallend

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:   | Apostle Dr. LaReese L. Howell<br>New Horizons in Faith Church<br>Ministry International |
| IV.   | Pledge of Allegiance:   | In Unison   |
| V.    | Presentation:   | None  |
| VI.   | Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event 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 12, 2018
- 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.  
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.  
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.  
**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  
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 12, 2018  
6:00 PM

**WORKSHOP MINUTES**

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

- II. ROLL CALL: City Clerk

Mayor Elizabeth Carr- Hurst  
Mayor Pro Tem James Whitmore  
Councilman Alex Heath  
Councilman Pat Pallend  
Councilman Ulysses Smallwood  
Councilwoman Hattie Portis-Jones

Jennifer Elkins, City Clerk took roll call and all members were present and stated that there was a quorum.

- III. PRESENTATION

1. Premiere Institute of Government – Contract services  
Councilman Ulysses Smallwood stated that he had met Mr. Ali several times and wanted the Mayor and Council to have a chance to hear his presentation regarding Mr. Ali's procurement business.

Mr. Yusuf Ali, Mr. Omar Ali and Ms. Vivian Thomason gave an overview of the services offered by their company, Premiere Institute of Government. Mr. Ali stated that he has discovered that a number of government entities are not in compliance with the procurement process. After his presentation, a number of questions were posed from Councilman Heath on the cost of the initial study and final cost. Councilwoman Portis-Jones inquired about other cities his company has worked with in the past and issues associated with their procurement process.

- IV. COUNCIL DISCUSSION

1. Discussion of Special Elections and contracting with Fulton County Elections.  
Mayor Carr-Hurst stated that the City Clerk had a document concerning special election.

Jennifer Elkins, City Clerk, stated that she was contacted last week by Dwight Bower of Fulton County Elections, who relayed that as Superintendent of Elections for Fairburn that they were considering going from three polling places to one polling place. Ms. Elkins stated that the reason Mr. Bower gave were that they had received numerous complaints from the change to three polling places and that one of the venues was charging an excessive rental rate of \$1,500. Ms. Elkins stated that the Board is supposed to be meeting on March 8<sup>th</sup> and the proposed changes would be to eliminate Open Word Church and Harvest Rain Church and return everything to the First Baptist Church of Fairburn.

Mayor Carr-Hurst stated that this was going before the Board of Elections on March 8<sup>th</sup> at 10:00 AM and their recommendation would be reduced the three polling places. Mayor Carr-Hurst stated that she pulled the voter turnout for the November 7<sup>th</sup> election: Open Word had 738 people, Harvest Rain 509 and First Baptist Church had 67. Mayor Carr-Hurst stated that Fulton County was at fault for what happened at the election and people did not receive their voting cards in time; she did not get hers until Thursday after the election and the lines were drawn were very confusing. Mayor Carr-Hurst stated that there were people in subdivisions where some went to one place and other in the same subdivision went to another. Mayor Carr-Hurst stated that she was going to have a conversation with Fulton County, and that it is going to be her recommendation that we maintain our three polling places.

Mayor Pro Tem Whitmore stated that is true and that prior to election his subdivision held a meeting and asked him to come to share what was happening around Fairburn. Mayor Pro Tem mentioned the three polling places and let those present know that everyone was going to First Baptist but found out that some were at a different location. Further, Mayor Pro Tem Whitmore stated that on the night of the election he stopped at Harvest Rain and was told that a gentleman had stopped to vote there that lived around the corner and the poll workers sent him over to Open Word. Mayor Pro Tem stated that there was a lot of confusion about the way the Board of Election laid things out to the City of Fairburn which almost caused the City to be disenfranchised. Mayor Pro Tem Whitmore stated that he had looked at the turnout numbers at Open Word and Harvest Rain and it shows that the people come out to vote there, maybe the people at First Baptist Church early voted, and he thinks that it is important as the City continues to grow to provide sufficient voting places and especially with the lack of parking at First Baptist Church.

Councilman Heath inquired as to how many people early voted, and stated that it sounded like what they had done was randomly sent people.

Mayor Carr-Hurst stated that the City needed to have a conversation with the Church that is charging that amount, and to get a letter down to Fulton County.

Councilman Pallend stated that he has yet to get a voter registration card; he early voted at the Library and that it was a challenge.

Councilman Smallwood stated that several people walked out and that it took 30 minutes for him to get squared away; did like the three polling places, and did not see the issues as previously experienced in the City.

Councilwoman Portis- Jones asked City Clerk for understanding that the Board of Election was going to decide that we have only one location.

Jennifer Elkins, City Clerk, stated that was the information that was relayed to her, as Fulton County serves as the City's Superintendent of Elections, and that they can dictate that unless we intervene at the meeting or get a letter to them in writing.

Mayor Carr-Hurst stated that the City could write a letter to the Board and go to the meeting of the Board. Mayor Carr-Hurst stated that it was her suggestion that Mr. Turner write the County a letter regarding the issues that happened.

Councilwoman Portis-Jones stated that it should be included that the wrong addresses were given for the polling sites and original reasons still stand.

Mayor Carr-Hurst inquired if the Council would like Mr. Turner to write the letter. Consensus was to proceed.

## 2. Discussion of Mayor and Council decorum.

Mayor Carr-Hurst stated that there were two samples of Decorum included in the packet: 1) by City Attorney; and 2) the one being used by Fulton County Government and asked if there were any suggestions.

Councilwoman Portis-Jones stated that she would like to look at the example from the Board of Commission regarding losing a quorum during the meeting then business cannot be conducted and if someone is abstaining, they must state why, and define when appropriate, otherwise required to vote.

Councilman Pallend stated that he would like to incorporate bringing issues up twice if this should be allowed or if only discussed once.

Councilman Heath stated that a Councilmember could just call for the question.

Councilwoman Portis-Jones stated that the Council could put in a time limit to ensure that debate takes place.

Mayor Carr-Hurst asked the Council if they wanted to look at the items Councilwoman Portis-Jones and Councilman Pallend mentioned and have Mr. Turner to incorporate those into the document.

Mayor Carr-Hurst asked if Council wanted to include something in the Decorum regarding how long a Council comments were.

Council debated between 30 seconds and 3 minutes and Mr. Turner, City Attorney, stated that he would insert a time limit for discussion.

Councilwoman Portis-Jones stated that the Ethics Code needed to be reviewed and revised as necessary at the next meeting.

Council stated that they would review the Ethics Code at the next meeting.

Mr. Turner, City Attorney, stated that the Rules of Decorum may cause some of the ordinances to be amended but he would know that by the next meeting.

V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION

Mayor Carr-Hurst reviewed the Contract for Southside Kickers.

Ms. Payne, Parks and Recreation Director, stated that the contract was for Sundays only.

Mayor Carr-Hurst asked if there was any objection to placing on the Consent Agenda.

There were no objections.

Mayor Carr-Hurst stated that the next item was the appointment to the CID Board.

Lester Thompson, Community Development Director, stated that the appointment was recommended by the CID Board to approve Kevin Caille.

Councilwoman Portis-Jones asked if Mr. Thompson knew Mr. Caille personally.

Mr. Thompson stated that he did not, but had met him at several of the Board meetings.

Mayor Carr-Hurst asked if there was any objection to placing on the Consent Agenda.

There were no objections.

Mayor Carr-Hurst reviewed the contract with Kimerly-Horn.

Mr. Thompson stated that this would be a City expense.

Mayor Pro Tem Whitmore inquired if this would encompass Phase II of the project.



Mr. Thompson replied that it would.

Mayor Carr-Hurst asked if there was any objection to placing on the Consent Agenda.

There were no objections.

VI. ADJOURN

Mayor Carr-Hurst adjourned the meeting at 6:52 PM.

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 12, 2018  
7:00 PM

**REGULAR SESSION MINUTES**

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

The Honorable Hattie Portis-Jones  
The Honorable Alex Heath  
The Honorable Mayor Pro-Tem James Whitmore

The Honorable Ulysses Smallwood  
The Honorable Pat Pallend

Donna M. Gayden  
Jennifer Elkins  
Randy Turner

City Administrator  
City Clerk  
City Attorney

I. Meeting Called to Order: The Honorable Mayor Carr-Hurst

Mayor Carr-Hurst called the meeting to order at 7:00 PM at 56 Malone St., SW,  
Fairburn, GA 30213.

II. Roll Call: City Clerk

Mayor Elizabeth Carr-Hurst  
Mayor Pro Tem James Whitmore  
Councilman Alex Heath  
Councilman Pat Pallend  
Councilman Ulysses Smallwood  
Councilwoman Hattie Portis-Jones

Jennifer Elkins, City Clerk took roll call and stated that all members were present and  
that there was a quorum.

III. Invocation: Pastor Gary Taylor

IV. Pledge of Allegiance: In Unison

- V. Presentation:  
Mayor Carr-Hurst presented Fire Chief Stephen Hood with a Proclamation for his retirement from the City.

- VI. Public Comments:  
James Sumners spoke about the discussion of the polling places.

Rebecca Hellgeth spoke about the condition of Mann Road and had pictures of how it looked over there.

Mayor Carr-Hurst stated that the City Administrator will be in touch with you tomorrow and City workers will be out tomorrow.

Chief Hood thanked Mayor Carr-Hurst and Council, staff members, Fire Department, and those here for allowing him to pursue his dreams and stated that Fairburn is great.

- VII. Adoption of the Council Agenda: Council Members  
**MOTION: Mayor Pro Tem Whitmore made a motion, Councilman Heath seconded a motion to adopt the agenda as presented. Motion carried 5-0.**

- VIII. Adoption of Consent Agenda Items: Council Members  
**MOTION: Mayor Pro Tem Whitmore made a motion, Councilman Heath seconded a motion to approve the Consent Agenda items number 1, 2, and 3. Motion carried 5-0.**

- IX. Adoption of City Council Minutes: Council Members

1. January 22, 2018
2. February 1-2, 2018 (Retreat)

January 22, 2018

**MOTION: Councilwoman Hattie Portis-Jones made a motion, Councilman Smallwood seconded a motion to adopt the Minutes of January 22, 2018. Motion carried 5-0.**

February 1

**MOTION: Mayor Pro Tem Whitmore made a motion, Councilman Heath seconded a motion to approve the Minutes of February 1, 2018. Motion carried 5-0.**

February 2<sup>nd</sup>

**MOTION: Mayor Pro Tem Whitmore made a motion, Councilman Heath seconded a motion to approve the Minutes of February 2, 2018. Discussion: Councilman Smallwood stated that under item number 4 “there” should be “their.”**

**Motion carried 5-0.**

X. Agenda Items:

**New Business**

1. Parks and Recreation Chapin Payne  
Consideration and action on facility use agreement for Southside Kickers 2018 season.
2. Public Works Lester Thompson  
Consideration and action on the City of Fairburn’s appointment to the South Fulton CID Board of Mr. Kevin Caille.
3. Community Development Lester Thompson  
Consideration and action on an Agreement with Kimley-Horn and Associates for engineering services related to the Fairburn Park and Ride Project in the amount of \$44,300.00.

XI. Council Comments:

Council Members

Councilwoman Portis-Jones congratulated Chief Hood and stated how much she enjoyed working him and that he would be missed.

Mayor Carr-Hurst congratulated Chief Hood for his service to the City of Fairburn and stated that he would be sorely missed. Mayor Carr-Hurst stated that Chief Hood was a gentle giant that was here to take the helm when there was no one else to do it.

XII. Executive Session - None

City Attorney

1. Approval of January 22, 2018 MINUTES

**MOTION: Councilwoman Portis-Jones made a motion, Councilman Heath seconded a motion to approve the Executive Session Minutes of January 22, 2018. Motion carried 5-0.**

XIII. Adjournment

Council Members

**MOTION: Councilman Pallend made a motion, Mayor Pro Tem Whitmore seconded a motion to adjourn the meeting at 7:27 PM. Motion carried 5-0.**

Respectfully 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: Group Health Insurance Contract with United Healthcare**

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

**Submitted: 02/26/2018                      Work Session: 02/26/2018                      Council Meeting: 02/26/2018**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The United Healthcare (UHC) proposal would generate an annual citywide premium increase of \$297,373.56. Along with this Medical increase, the cost of the opt-out benefit as well as the expected Health Reimbursement Arrangement (HRA) cost in 2018, the total expected annual increase in Medical costs is \$324,130.27. Employees would have an additional premium increase of \$69,421.78.

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

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**PURPOSE:** For Mayor and Council to approve continuation of United Healthcare's AR-1J with Rx Plan UG as the City's sole 2018 health insurance offering. This plan has a few minor changes to the benefits from the current plan Z1-R, however, most of these are enhancements, including a higher benefit for hearing aids and more visits for physical, occupational and speech therapy services.

**HISTORY:** The City moved the group healthcare benefit from Coventry to the current plan with United Healthcare in April 2015. The City's healthcare premiums are a combination of the total claims, cost of administration, premium taxes, Affordable Care Act (ACA) fees, and demographic data. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds 11% due to medical trend. Our loss experience between the months of October 1, 2016 through September 30, 2017 shows a 112.6% loss ratio. When added to the fixed costs of 25% and trend of 11%, the combined loss ratio is 148.6%, which is more than 20% higher than last year, when the city received a 9.74% increase.

The UHC original underwriting formula called for a 34.47% premium increase. Midsouth Benefits initially negotiated this down to 29.47%, and were able to further reduce this to 23.5% after in-depth discussions of ongoing large claims with United Healthcare's underwriters. Midsouth Benefits then requested UHC's best offer by negotiating to NOT market with other insurers and UHC offered a 21.00%. This offer also includes a \$5,000 annual wellness fund.

**FACTS AND ISSUES:** In light of the negotiated increase coupled with the City's loss ratio, and because of the reduced "not-to-market" rate, the staff recommends to avoid shopping the marketplace and to stay with United Healthcare.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with United Healthcare for a 12-month period effective April 1, 2018 for their United Healthcare's AR-1J with Rx Plan UG employee health insurance offering.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

# RENEWAL CONFIRMATION FORM

Prepared: February 22, 2018

Group Name: **City of Fairburn**  
 Group Renewal Date: **April 1, 2018**  
 Group Plan(s): Medical Plan  
 Vision Plan  
 Dental Plan  
 FSA Administration  
 COBRA Administration  
 Medical Opt-Out Benefit

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
United Healthcare	Medical Plan	Employee Only	\$474.84	\$574.56	21.00%	One Year
		Employee & Spouse	\$944.61	\$1,142.99		
		Employee & Child(ren)	\$897.52	\$1,086.01		
		Employee, Spouse & Child(ren)	\$1,414.43	\$1,711.47		

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
Ameritas	Vision Plan	Employee Only	\$9.40	\$9.40	0.00%	One Year
		Employee & Spouse	\$16.48	\$16.48		
		Employee & Child(ren)	\$17.88	\$17.88		
		Employee, Spouse & Child(ren)	\$27.28	\$27.28		

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
Ameritas	Dental Plan	Employee Only	\$40.72	\$40.72	0.00%	One Year
		Employee & Spouse	\$83.52	\$83.52		
		Employee & Child(ren)	\$73.32	\$73.32		
		Employee, Spouse & Child(ren)	\$125.64	\$125.64		

<i><b>Plan</b></i>	<i><b>Plan Design Changes to be Implemented on the Above Renewal Date</b></i>
Medical Plan	None
Vision Plan	None
Dental Plan	None
FSA Administration	Increase annual maximum Healthcare FSA election from \$2,600 to 2018 IRS allowed amount of \$2,650
COBRA Administration	None
Medical Opt-Out Benefit	None

Accepted By: \_\_\_\_\_  
 Print Name

Dated: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
 Signature



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: GROUP DENTAL AND VISION INSURANCE AND FSA CONTRACTS**

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

**Submitted: 02/26/2018                      Work Session: 02/26/2018                      Council Meeting: 02/26/2018**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** None

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

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**PURPOSE:** For Mayor and Council to approve continuation of Ameritas as the City's sole 2018-19 Dental/Vision insurance offering, and Admin America as the FSA Administrator.

**HISTORY:** The City moved the group Dental and Vision insurance coverage to Ameritas in 2013. This is also when the City moved to Admin America as the Flexible Spending Account (FSA) Administrator. Since then, the City has remained with these providers. Historically, employees paid 100% of the vision insurance premium, 75% of the employee-only dental premium and 100% of the additional dental premium for dependent coverage. For 2018, the IRS limits for Medical FSA contributions increased from \$2,600 to \$2,650. Dependent Care FSA contribution maximums have remained unchanged at \$5,000 per year.

**FACTS AND ISSUES:** Ameritas has agreed to hold the current Dental and Vision rates for the 2018-2019 plan year. Because of this, there will be no increase in premium for the City or for the employees.

For 2018 the IRS limits for medical FSA (flexible spending account) contributions increased from \$2,600 to \$2,650. We have 43 employees enrolled in the medical FSA and 1 enrolled in the dependent care FSA. Admin America also provides COBRA administration for the City. Staff recommends the City renew with Ameritas and Admin America.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with Ameritas for a 12-month period effective April 1, 2018 for the Dental and Vision Insurance Coverage, and for with Admin America for FSA administration for the same period.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



# RENEWAL CONFIRMATION FORM

Prepared: February 22, 2018

Group Name: **City of Fairburn**  
 Group Renewal Date: **April 1, 2018**  
 Group Plan(s): Medical Plan  
 Vision Plan  
 Dental Plan  
 FSA Administration  
 COBRA Administration  
 Medical Opt-Out Benefit

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
United Healthcare	Medical Plan	Employee Only	\$474.84	\$574.56	21.00%	One Year
		Employee & Spouse	\$944.61	\$1,142.99		
		Employee & Child(ren)	\$897.52	\$1,086.01		
		Employee, Spouse & Child(ren)	\$1,414.43	\$1,711.47		

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
Ameritas	Vision Plan	Employee Only	\$9.40	\$9.40	0.00%	One Year
		Employee & Spouse	\$16.48	\$16.48		
		Employee & Child(ren)	\$17.88	\$17.88		
		Employee, Spouse & Child(ren)	\$27.28	\$27.28		

<i><b>Carrier at Renewal</b></i>	<i><b>Plan</b></i>	<i><b>Rate Tiers</b></i>	<i><b>Current Rates</b></i>	<i><b>Renewal Rates</b></i>	<i><b>Renewal Increase %</b></i>	<i><b>Rate Guarantee</b></i>
Ameritas	Dental Plan	Employee Only	\$40.72	\$40.72	0.00%	One Year
		Employee & Spouse	\$83.52	\$83.52		
		Employee & Child(ren)	\$73.32	\$73.32		
		Employee, Spouse & Child(ren)	\$125.64	\$125.64		

<i><b>Plan</b></i>	<i><b>Plan Design Changes to be Implemented on the Above Renewal Date</b></i>
Medical Plan	None
Vision Plan	None
Dental Plan	None
FSA Administration	Increase annual maximum Healthcare FSA election from \$2,600 to 2018 IRS allowed amount of \$2,650
COBRA Administration	None
Medical Opt-Out Benefit	None

Accepted By: \_\_\_\_\_  
 Print Name

Dated: \_\_\_\_\_

Accepted By: \_\_\_\_\_  
 Signature



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT FOR THE 2018-19  
PLAN YEAR**

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

**Submitted: 02/26/2018**

**Work Session: 02/26/2018**

**Council Meeting: 02/26/2018**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The proposed United Healthcare (UHC) plan maintains a deductible amount of \$2,000 for an individual and \$4,000 for a family, resulting in minor change to our expected expenses, which are estimated to be 32% of our total exposure.

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

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**PURPOSE:** For Mayor and Council to approve a 100% “reimbursement” of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**HISTORY:** During the 2017-18 plan year the City “reimbursed” 100% of the employee’s in-network deductible expense for medical claims via the United Healthcare HRA program, and zero percent of the out-of-network medical claims.

**FACTS AND ISSUES:** The City budgets 46% of our maximum exposure for the reimbursement of deductibles, resulting in a citywide annual budgeted expense of almost \$200,000 for deductible reimbursement. This is paid weekly by the City to the carrier in addition to the monthly premium. In other words, the carrier fronts the money to the participant’s health provider and we reimburse the carrier. The HRA program pays the service provider directly, relieving the employee of the obligation to pay the deductible to the provider and then to file for reimbursement with the City.

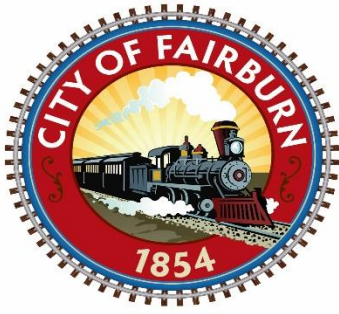
**RECOMMENDED ACTION:** For the Mayor and City Council to authorize a 100% reimbursement of the participant’s in-network deductible expense incurred for medical claims, and zero percent of out-of-network medical claims.

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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:**

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

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

**DEPARTMENT:**      City Clerk

**BUDGET IMPACT:** None

**PUBLIC HEARING?**    ☐ Yes      ☒ No

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**PURPOSE:** Consideration and action to cancel the March 12<sup>th</sup>, 2018 Mayor and Council meeting.

**HISTORY:** Several members of Mayor and Council will be traveling to the National League of Cities Conference and there will not be a quorum for the Mayor and Council meeting.

**RECOMMENDED ACTION:** Approval.

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

STATE OF GEORGIA

CITY OF FAIRBURN

RESOLUTION NO. 2018-02

A RESOLUTION PROVIDING FOR THE DISPOSAL OF CERTAIN INVENTORY ITEMS DEEMED TO BE SURPLUS TO THE REASONABLY FORESEEABLE NEEDS OF THE CITY OF FAIRBURN.

**WHEREAS**, certain items of equipment belonging to the City of Fairburn are obsolete and no longer used by the City; and

**WHEREAS**, the value, obsolescence and condition of these items of inventory make it impractical to trade the same in on future purchases of new inventory items from the list of assets of the City; and

**WHEREAS**, it is in the best interests of the citizens of Fairburn, Georgia to dispose of these items of inventory; and

**BE IT AND IT IS HEREBY RESOLVED** by the Mayor and Council of the City of Fairburn as follows:

1. That the items of inventory belonging to the City of Fairburn as shown in Exhibit "A" hereto are declared to be surplus to the reasonably foreseeable needs of the City;
2. That it is deemed to be for the common benefit of the residents of the City of Fairburn to dispose of said inventory; and
3. That the items listed in Exhibit "A" hereto may be disposed in a manner that is in the best interests of the City of Fairburn.

This Resolution having been properly considered and adopted by the City Council of the City of Fairburn, Georgia, the same is hereby APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FAIRBURN, GEORGIA

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

ATTEST:

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

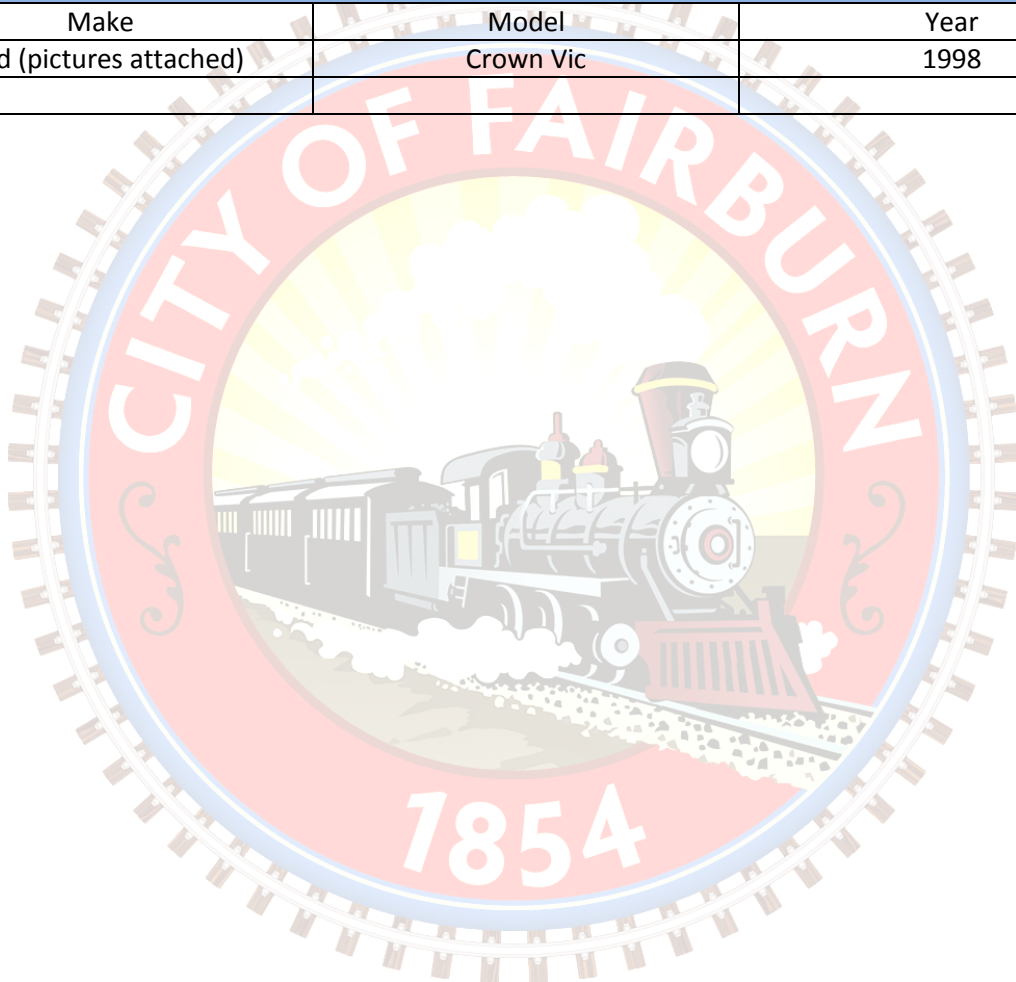
APPROVED AS TO FORM:

\_\_\_\_\_  
William R. Turner, Attorney  
For the City of Fairburn

Exhibit "A"

Fire Department		
Item		Description
Supply Fire Hose	Pictures attached	3100 ft. of 2 ½ to 3 inch
Attack Line Hose	Pictures attached	250 ft. of 1 ½ and 1 ¾ inch
Emergency Lights	Pictures attached	3 Light bars and various emergency lights

Police Department		
Make	Model	Year
Ford (pictures attached)	Crown Vic	1998



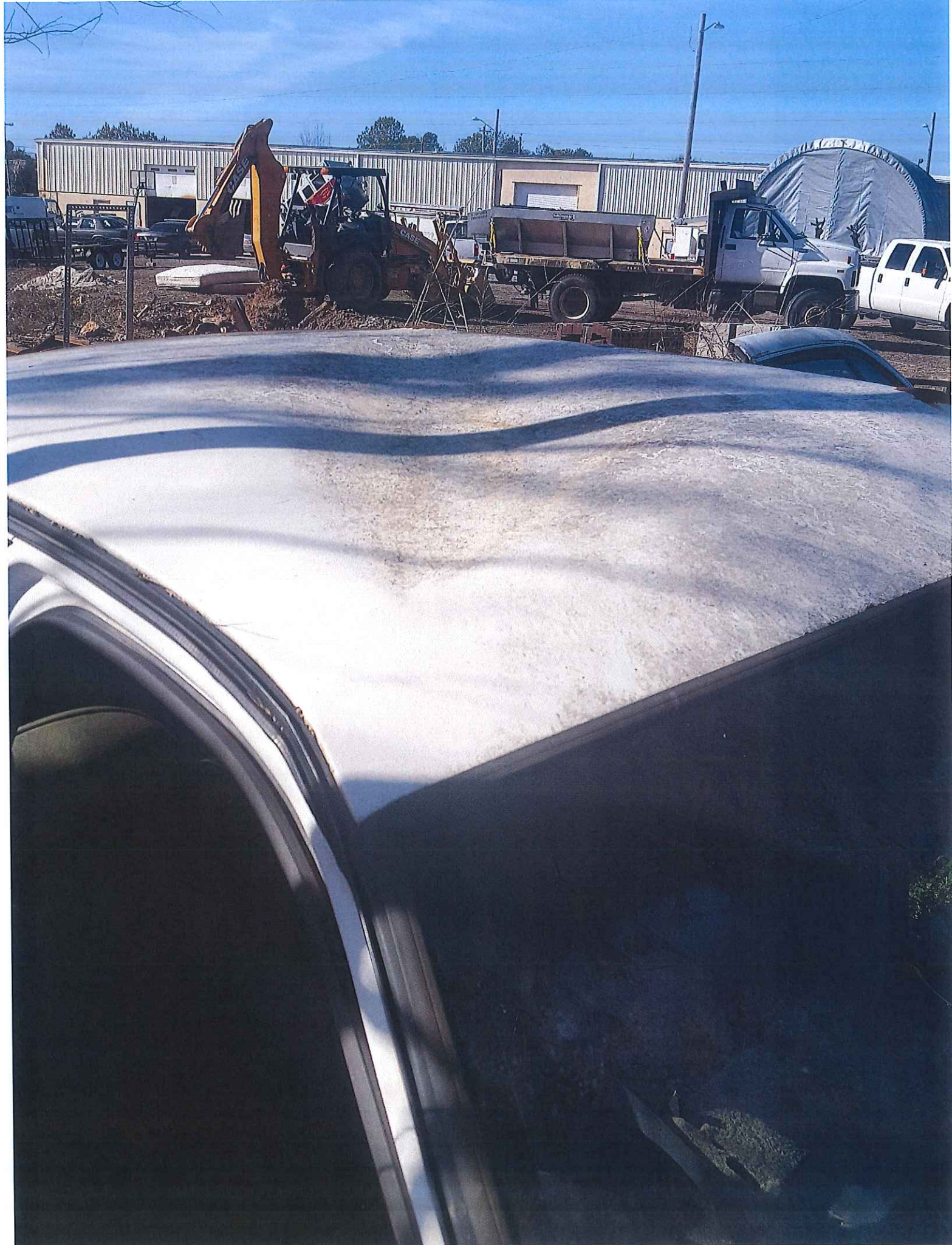




















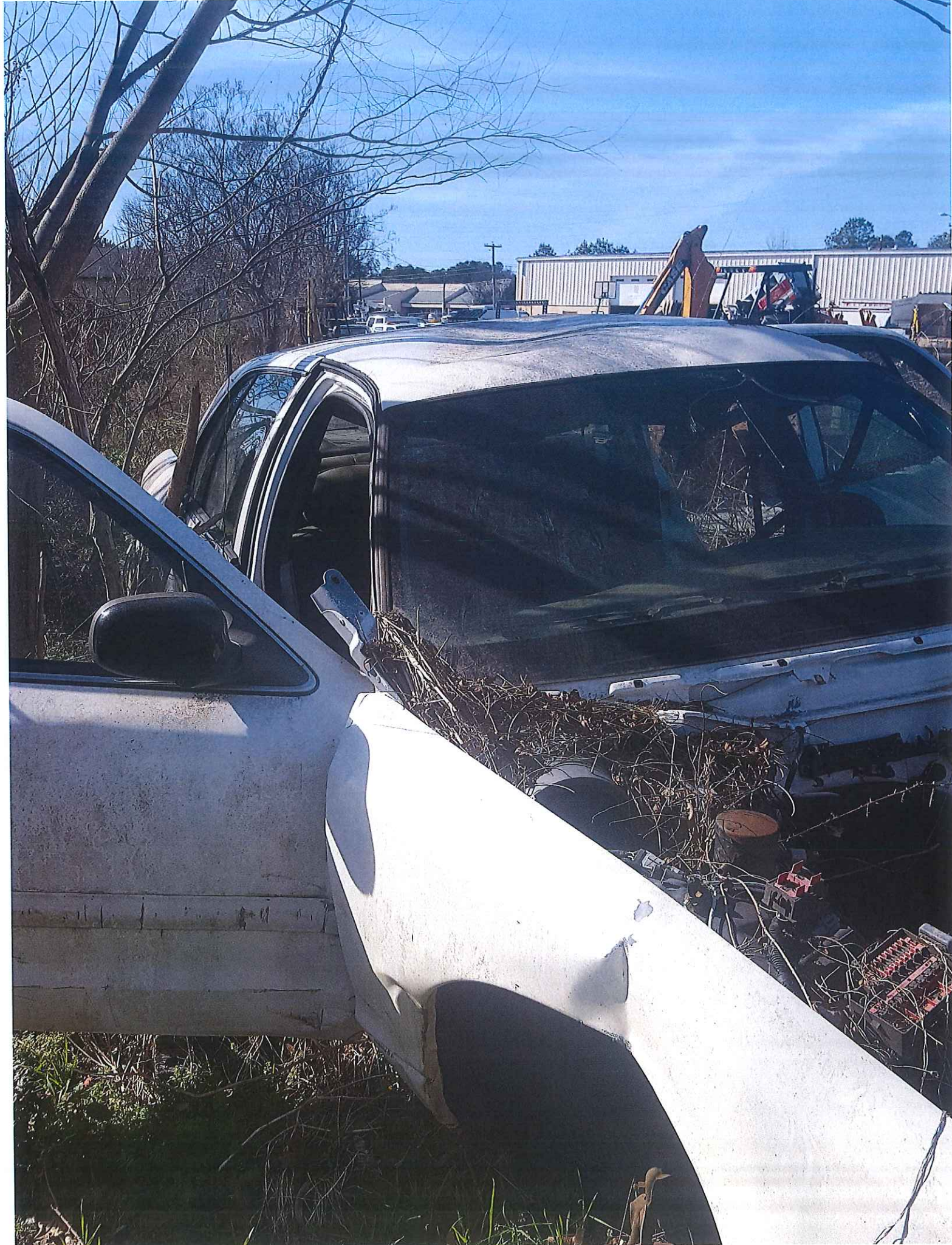




















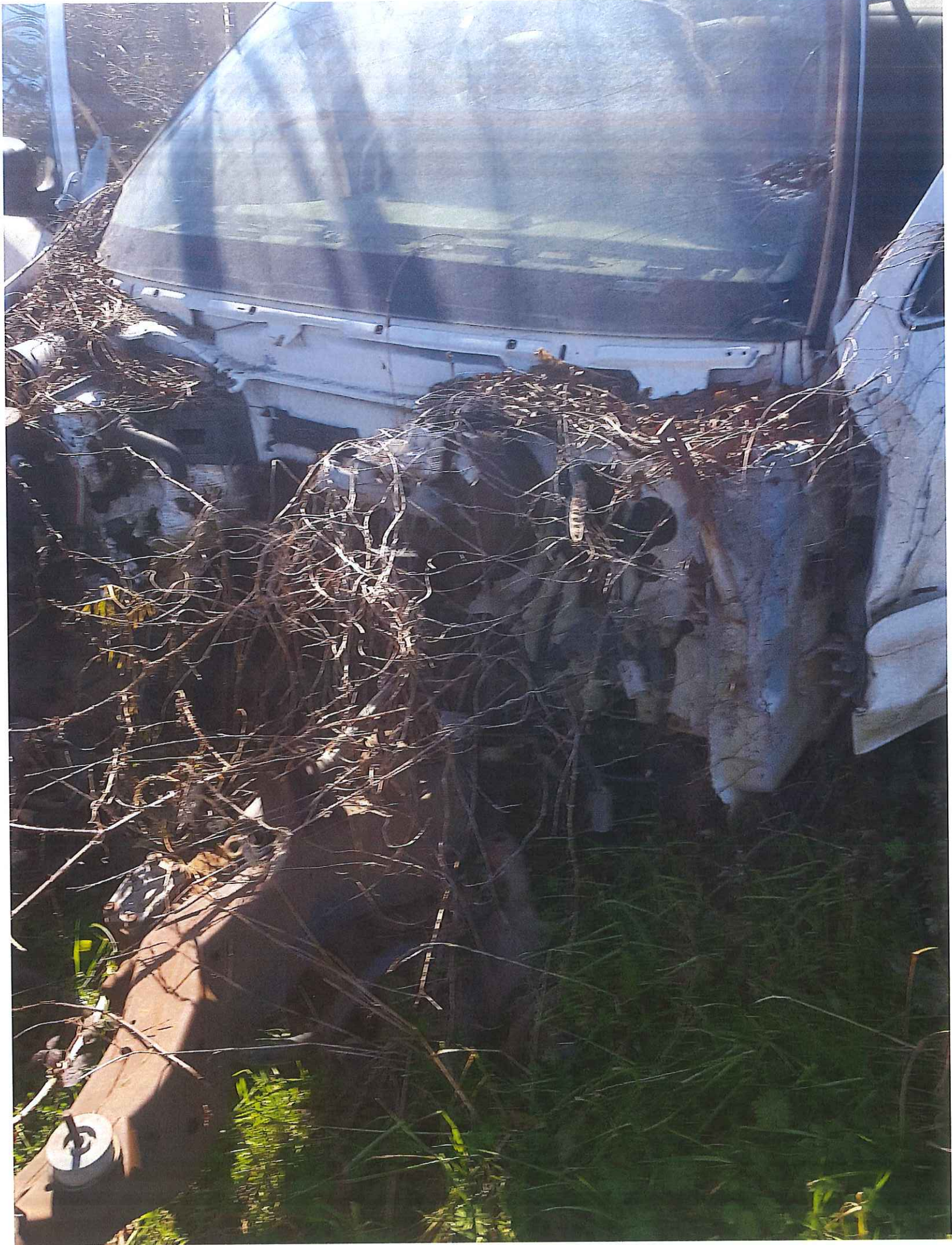




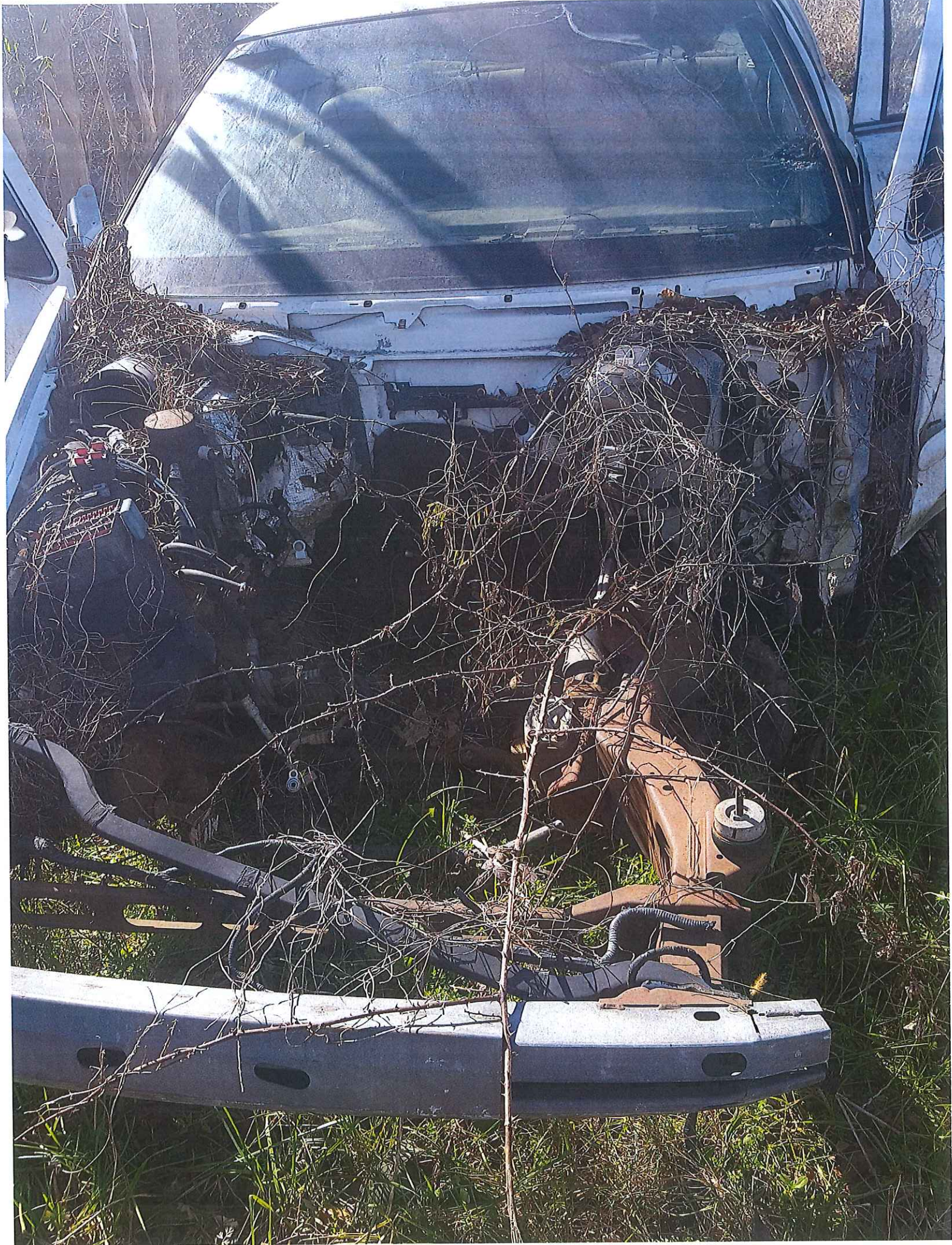




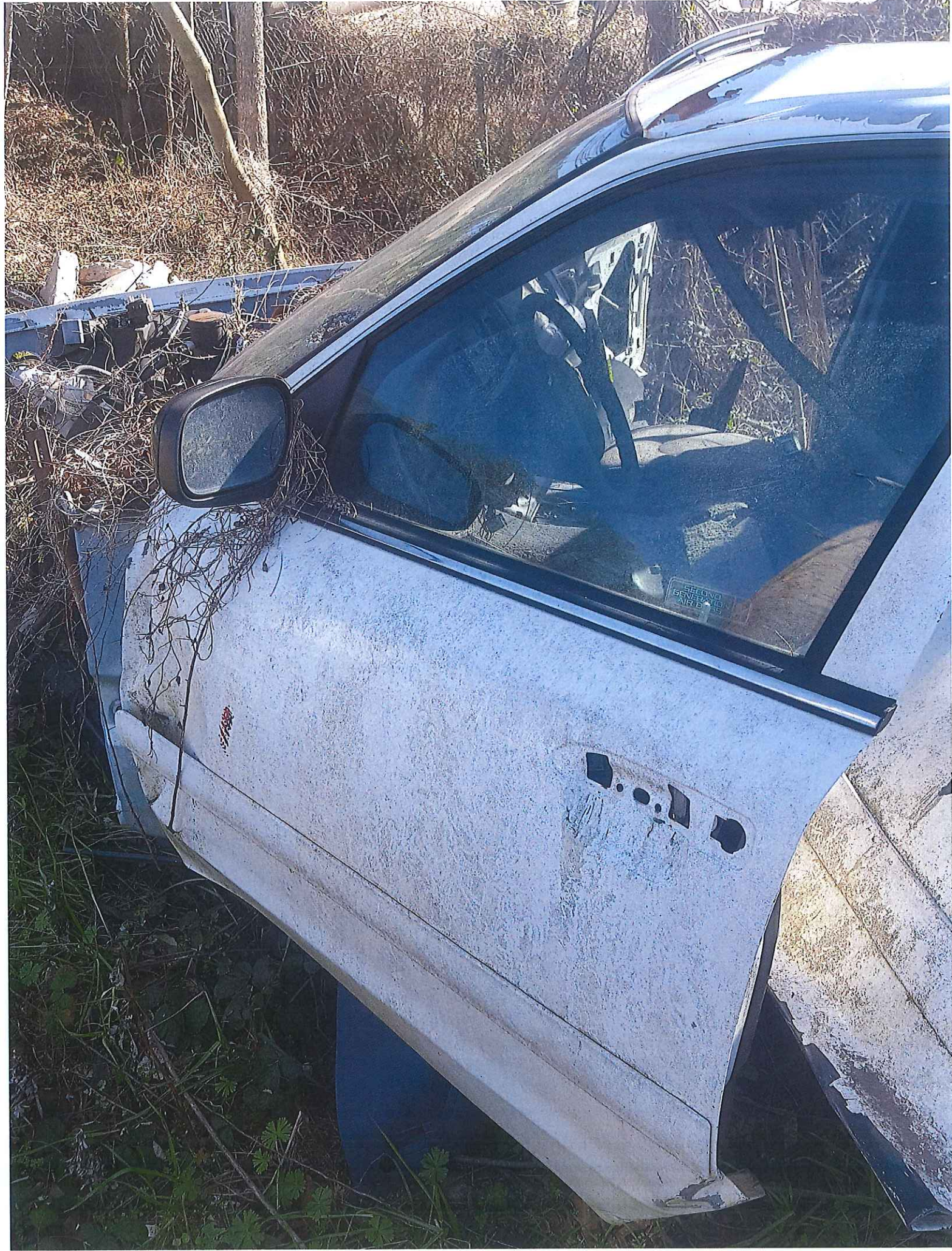




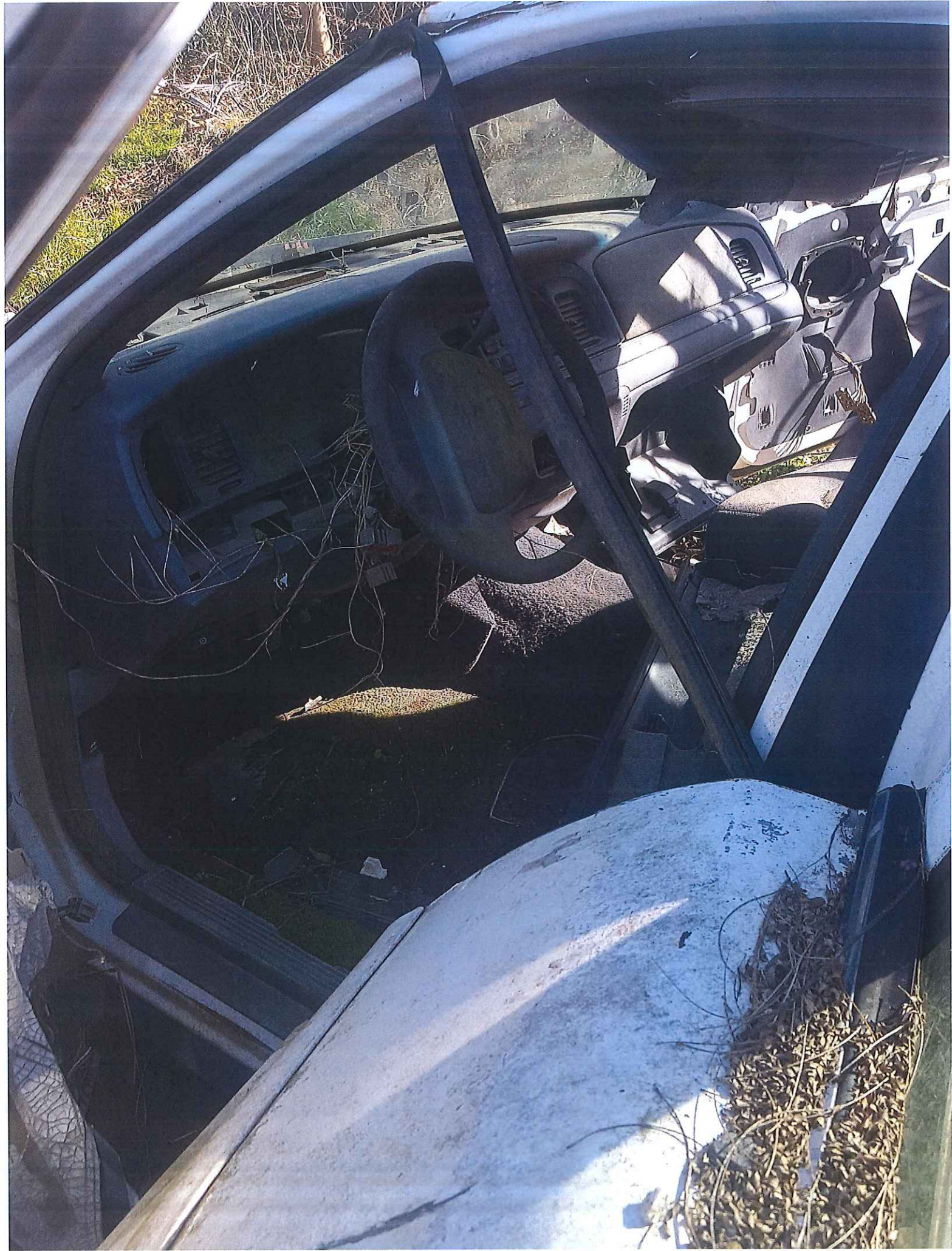




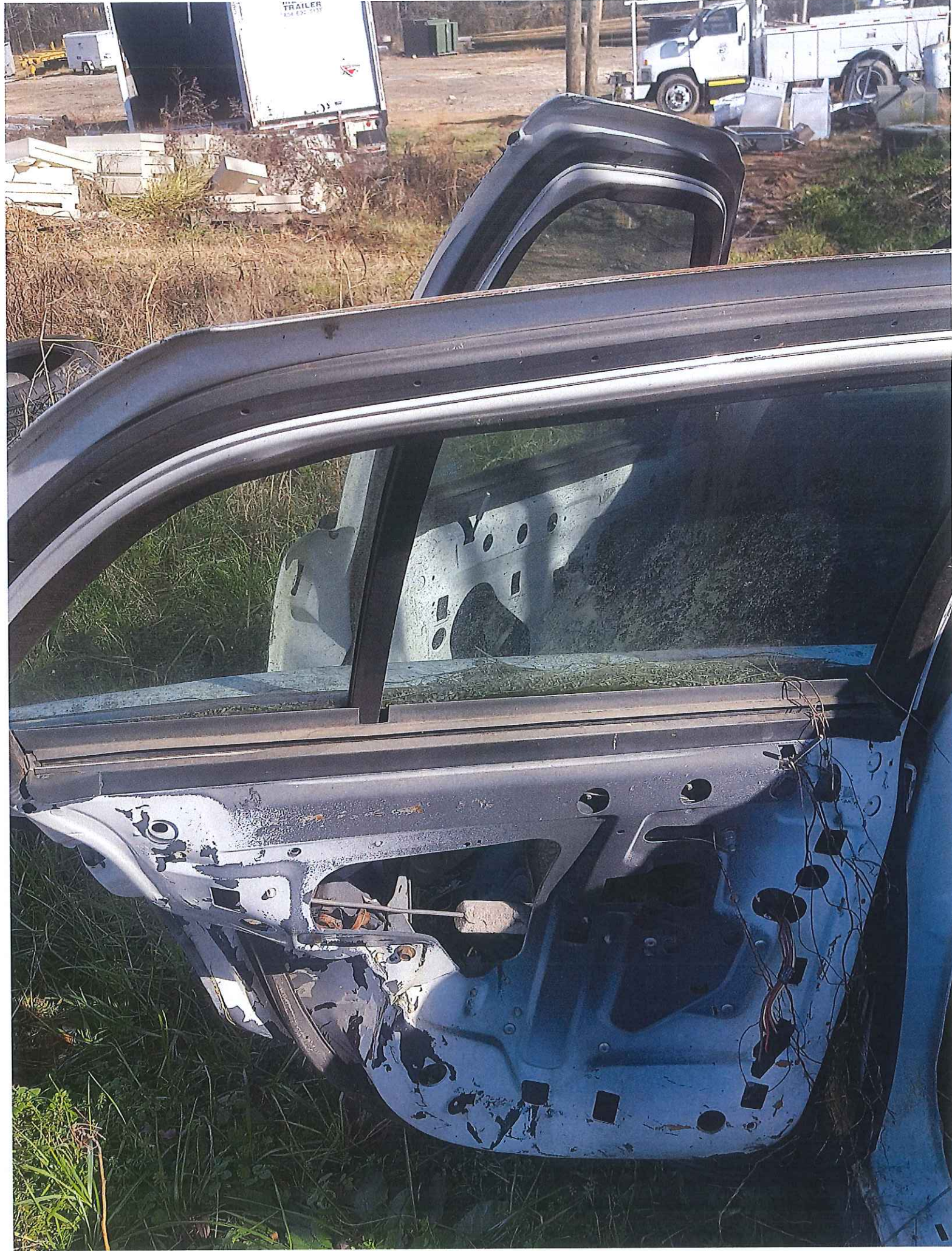
















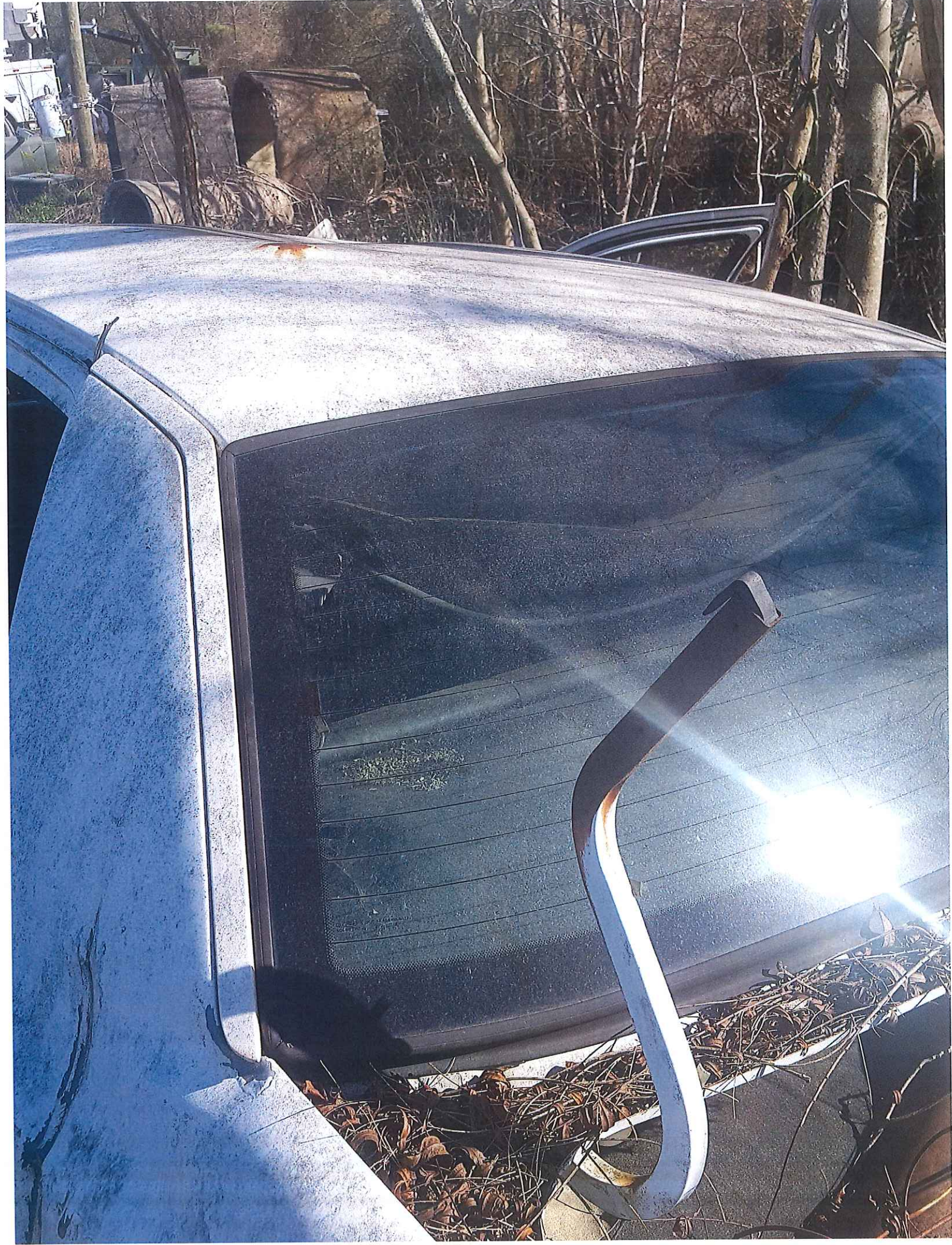




































## **CITY OF FAIRBURN**

### **CITY COUNCIL AGENDA ITEM**

**SUBJECT:**

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

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

**DEPARTMENT:**      City Clerk

**BUDGET IMPACT:** None

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

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**PURPOSE:** Consideration and action on Resolution 2018-03 Call for Special Election.

**HISTORY:** This Resolution will call for the special election to be held on May 22<sup>nd</sup>, 2018 in conjunction with the state-wide primary, set qualifying period and fees (in accordance with State Law).

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

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*Donna M. Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*

**Resolution 2018-03**

**A RESOLUTION TO REGULATE AND PROVIDE FOR THE CALLING OF A CITY OF FAIRBURN SPECIAL ELECTION TO BE HELD IN CONJUNCTION WITH THE STATE-WIDE GENERAL PRIMARY ON MAY 22, 2018; TO PROVIDE FOR AND RATIFY THE PUBLICATION AND NOTICE OF THE ELECTION; TO ESTABLISH A CANDIDATE QUALIFICATION PERIOD; TO ESTABLISH CANDIDATE QUALIFICATION FEES; TO ESTABLISH A VOTER REGISTRATION CUT-OFF DATE; AND FOR OTHER PURPOSES**

**WHEREAS**, pursuant to the Charter of the City of Fairburn and the laws of the State of Georgia, the City of Fairburn is authorized to hold a non-partisan special election in conjunction with the state-wide general primary on the 22nd day of May 2018, to fill the unexpired term of a City Council member; and

**WHEREAS**, the unexpired term of the City Council member expires December 31, 2019; and

**WHEREAS**, by this Resolution Mayor and Council of the City of Fairburn desires to call said special election and to provide for a period of candidate qualification and voter registration;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN, AND IT IS HEREBY RESOLVED** that a non-partisan special election is hereby called to be held in the City of Fairburn, Georgia, on the 22nd day of May, 2018, to fill the unexpired term of a City Council member;

**BE IT FURTHER RESOLVED AND ORDAINED** that those residents who have not previously registered shall make application for registration no later than the close of business on April 24, 2018; and

**BE IT FURTHER RESOLVED AND ORDAINED** that those residents who wish to qualify as a candidate in the election shall file a notice of candidacy in the Office of the City Clerk no earlier than 8:30 A.M. on March 5, 2018 and no later than 4:30 PM on March 7, 2018, and that all candidates for election shall designate, at the time of qualifying, the post for which they are seeking election; and

**BE IT FURTHER RESOLVED**, as required by law, the qualification fee for City Council Member is \$270.00; and

**BE IT FURTHER RESOLVED** that the City Clerk is hereby authorized and directed to prepare and publish a notice to call said special election and provide the qualifying fees for the offices to be filled in said special election in the Neighbor Newspaper, and

such other newspapers of general circulation within the City as the City Clerk or City Attorney deem appropriate, which notice shall contain the information required by applicable law; and

**BE IT FURTHER RESOLVED** that any and all prior actions by the City Clerk to prepare and publish any notices and advertisements required by law to call and conduct said special election are hereby ratified, affirmed, and made effective as official actions of the Council as of February 26, 2018; and

**BE IT FURTHER RESOLVED** that any and all ordinances or resolutions in conflict with this Resolution and Ordinance are hereby repealed.

**BE IT FURTHER RESOLVED** that this Resolution shall be, and hereby is deemed to be, effective for all purposes as of February 26, 2018.

**ADOPTED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FAIRBURN, GEORGIA

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

Attest:

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

(SEAL)



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

**SUBJECT: UCMR 4 MONITORING SERVICES AGREEMENT**

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

**Date Submitted: 2/19/2018      Date Work Shop: 2/26/18      Date Council Meeting: 2/26/18**

**DEPARTMENT: Water/Sewer Departments**

**BUDGET IMPACT: \$11,440 from Acct. # 505-0000-52-1300**

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

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**PURPOSE:** For Mayor and Council to enter into an agreement with Pace Analytical Services, Inc., in the amount of \$11,440 to provide water sampling and testing as required by the U.S. Environmental Protection Agency under Unregulated Contaminant Monitoring Rule #4.

**HISTORY:** This is an unfunded mandate imposed on the City by the Environmental Protection Agency. The City only recently learned of this required testing and Pace Analytical Services is the only EPA approved lab in the southeastern United States able to perform these services.

**FACTS AND ISSUES:** The sampling must be conducted properly and the samples handled and treated in specific manners to assure accurate testing and eliminate the need for retesting. City staff has no experience in this type of testing, nor the means to adequately cool the test samples prior to shipment.

**RECOMMENDED ACTION:** For Mayor and Council to enter into an agreement with Pace Analytical Services, Inc. in the amount of \$11,440 to provide water sampling and testing in compliance with UCMR Rule #4 requirements.

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*Donna M. Gayden City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



**Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



[For more info see: UCMR 4](#)

**Pace Estimate No.:** Fairburn GW UCMR 4 Quote 020118  
**Organization:** City of Fairburn

**Street:** 102 Howell Ave  
**City, State & Zip:** Fairburn, GA 30213  
**Contact:** John F Caldwell  
**Email:** [jcaldwell@fairburn.com](mailto:jcaldwell@fairburn.com)

**Phone:** 404-427-1228

**Project Name:** **UCMR 4 for SW or GWUDI PWSs**

**Date:** 2/1/18

**Shipping:** ***UCMR 4 container sets and shipping to client by FedEx Ground included. Also included is sample shipment back to Pace by FedEx Standard Overnight.***

**EDD:** Data uploaded into EPA CDX SDWARS by Pace

**PWS ID:** GA1210004

**Sampling Dates:** Apr 2018, Jul 2018, Oct 2018, Jan 2019 AM3 Aug 2018

**Reqd. Certification:** EPA

**Turnaround** EPA mandated requirement is 120 calendar days

**Time (TAT):** from sampling date. Pace TAT is typically <25 business days.

**Primary Lab:** Ormond Beach

**Pace Contact:** Paul Jackson  
813.731.1595  
[Paul.Jackson@pacelabs.com](mailto:Paul.Jackson@pacelabs.com)

**UCMR 4 Sampling Information:**

PWSs that purchase 100% of their water are not required to collect source water samples for TOC or bromide analyses. Sampling for TOC and bromide must otherwise occur at source water influent locations representing untreated water entering the water treatment plant (i.e., a location prior to any treatment).

SW/GWUDI systems subject to the D/DBPR TOC monitoring must use their D/DBPR TOC source water sampling site(s) from 40 CFR 141.132 for TOC and bromide samples.

SW/GWUDI systems that are not subject to D/DBPR TOC monitoring will use their Long Term 2 Enhance Surface Water Treatment Rule (LT2) source water sampling site(s) (40 CFR 141.703) for TOC and bromide samples.

Groundwater systems that are subject to the D/DBPRs will take TOC and bromide samples at their influents entering their treatment train.

TOC and bromide must be collected at the same time as HAA samples. These indicator samples must be collected at a single source water influent using methods already approved for compliance monitoring.

EPA estimates that 2% of all Entry Point samples taken will be analyzed for Microcystins by EPA 544. That sample is analyzed only if the Total Microcystins by EPA 546 test is  $\geq 0.3$  ug/L.

**Pace Analytical Services, Inc.**

8 East Tower Circle  
 Ormond Beach, FL 32174  
 386.672.5668  
 fax 386.673.4001



Total Qty.	Matrix	Test Description	Method	Unit Price	Total
<b>Laboratory Testing:</b>					
<b>Number of Entry Points to The Distribution System (EPTDS) to be sampled for AM3 (2/month for 4 consecutive months, March-November):</b>					<b>1</b>
<b>Number of sampling events:</b>					<b>8</b>
8	Drinking Water	Total Microcystins	546	\$139.00	\$1112.00
0	Drinking Water	Microcystin Congeners (analyzed only if Total Microcystins 546 of EPTDS sample is $\geq 0.3$ ug/L - EPA estimates that only 2% of all samples will require this test method)	544	\$55.00	\$0.00
8	Drinking Water	Anatoxin-a & Cylindrospermopsin	545	\$249.00	\$1992.00
<b>Number of Entry Points to The Distribution System (EPTDS) to be sampled for AM1 (4/12 month period on a quarterly basis, January-December):</b>					<b>1</b>
<b>Number of sampling events:</b>					<b>4</b>
4	Drinking Water	Metals: Germanium & Manganese	200.8	\$49.00	\$196.00
4	Drinking Water	Pesticides and Pesticide Byproducts	525.3	\$189.00	\$756.00
4	Drinking Water	Alcohols	541	\$129.00	\$516.00
4	Drinking Water	Semivolatile Organics	530	\$169.00	\$676.00
<b>Number of Stage 2 Disinfectants and Disinfection Byproducts Rule Sampling Locations (D/DBPR) to be sampled for AM2 (4/12 month period on a quarterly basis, January-December):</b>					<b>2</b>
<b>Number of sampling events:</b>					<b>4</b>
8	Drinking Water	Haloacetic Acids - HAA5, HAA6 & HAA9 compounds	552.3	\$209.00	\$1672.00
0		Rush Container Set Handling, cost of FedEx Overnight Shipping will be added to cost		\$75.00	\$0.00
<b>Total, analysis of all samples for the 12 month monitoring period - does not include line item for Microcystin Congeners EPA 544 - see above line item description (does not include any EPA required resampling caused by shipping issues or client-taken samples received out-of-temperature):</b>					<b>\$6920.00</b>
<b>Additional cost if Microcystin Congeners EPA 544 is required for all samples (analyzed only if Total Microcystins 546 of EPTDS sample is <math>\geq 0.3</math> ug/L - EPA estimates that only 2% of all samples will require this test method):</b>					<b>\$440.00</b>



**Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



Optional Field Sampling:				
Estimated Drive Time in hours, to site and back, per sampling event (90 total miles):			3	
Number of Source Water Intake Locations (SR) to be sampled:			0	
Number of Entry Points to The Distribution System (EPTDS) to be sampled, per sampling event:			1	
Number of Distribution System with Maximum Residence Time (DSMRT) points to be sampled, per sampling event:			2	
48	Drinking Water	Field Sampling, estimated total for all sampling events, hourly, portal to portal	\$85.00	\$4080.00
Total including field sampling and analysis of all samples for the 12 month monitoring period				\$4520.00

**Notes:**

***Pace is certified for drinking water analysis in the following states, and is U.S. EPA approved for all UCMR 4 test methods in all states:***

***AL, AZ, CO, CT, FL, GA, HI, IL, IN, KS, KY, LA, ME, MA, MI, MS, MO,  
MT, NV, NH, NJ, NY, NC, PA, TN, TX, VA, WA, WV, WI, WY,  
Puerto Rico, U.S. Virgin Islands, and Guam.***

If you have specific questions about any conditions noted below please contact your Pace Analytical Representative.

- Proposal expires 60 days from created date above, unless accepted, signed and returned.
- Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- If project specific MS/MSD samples are submitted, they may be billable.
- TAT (Turn-around Time) is in working/business days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with your Pace Analytical Project Manager at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Quote Number on Chain-of-Custody to ensure proper billing.
- Pricing includes FedEx Ground delivery of bottle/sample kits and coolers.
- Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- Sample containers can't be reused by the lab once they have been distributed to a client. Pace reserves the right to charge for returned unused containers.
- Disposal fees apply to all samples placed on hold and not analyzed.
- Samples are retained by Pace for 30 days after sample receipt.

***We appreciate the opportunity to be of service to you.  
Please call Paul Jackson at 813-731-1595 for questions concerning this quote.***

**PWS: GA1210004 / Fairburn**

Fac ID	Fac Name	Fac Type	Water Type	SP ID	SP Name	SP Type	Monitoring	SE1	SE2	SE3	SE4	SE5	SE6	SE7	SE8
12023	Distribution System	DS	SW	501	411 Waterboy Drive	DS	AM2	Apr 2018	Jul 2018	Oct 2018	Jan 2019				
12023	Distribution System	DS	SW	502	342 Fairview Drive	DS	AM2	Apr 2018	Jul 2018	Oct 2018	Jan 2019				
12024	Atlanta	CC	SW	301	Atlanta Connector	EP	AM1	Apr 2018	Jul 2018	Oct 2018	Jan 2019				
12024	Atlanta	CC	SW	301	Atlanta Connector	EP	AM3	Aug 2018, wk 1	Aug 2018, wk 3	Sep 2018, wk 1	Sep 2018, wk 3	Oct 2018, wk 1	Oct 2018, wk 3	Nov 2018, wk 1	Nov 2018, wk 3



## **Pace Analytical Services, Inc.**

8 East Tower Circle  
Ormond Beach, FL 32174  
386.672.5668  
fax 386.673.4001



### **Pace Analytical Services, Inc. - TERMS & CONDITIONS**

1. Controlling Provisions - These Standard Terms and Conditions ("Terms") govern the agreed-upon services (the "Project") that Pace Analytical \_\_\_\_\_ ("Pace") will perform on behalf of \_\_\_\_\_ ("Client") (collectively, the Parties) and superseded any other written provisions (including purchase/work orders) related to the Project, as well as prior discussions, courses of dealing, or performance.
2. Warranty - Pace hereby warrants that it will: 1) conduct all tests and observations using the protocols and laboratory procedures as specified in accepted task orders, scopes of work, proposals, or written instructions ("Contract Paperwork"); and 2) uphold the reasonable scientific and engineering standards in effect in the industry at the time the service/s is/are performed. If Client subsequently, including pursuant to an executed amendment, direct different procedures and/or protocols, which may or may not involve the use of any third-party laboratory or contractor, Pace cannot warrant the results and Client shall hold Pace harmless from all claims, damages, and expenses arising from Client's direction.
3. Data - Pace will provide Client with data as specified in the Contract Paperwork. Following final report issuance, Pace will retain back-up data for up to three (3) years and final reports for up to five (5) years. Pending Client's payment in full for Pace's contracted services, Pace may retain any Client data not already released.
4. Intellectual Property/Ownership - Pace shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services pursuant to the Contract Paperwork.
5. Non-competition - Client shall not solicit or recruit Pace personnel for at least 12 months following the termination of the Project governed by these Terms.
6. Sample Delivery, Acceptance, and Containers - Client shall provide Pace with at least 10 business days' prior written notice of the delivery of any sample(s). Within 72 hours following Client's notice, Pace shall issue a written rejection of the sample(s) or its acceptance may be presumed. Notwithstanding the foregoing, Client shall remain liable for any loss or damage to the sample(s) until Pace evidences its acceptance on the chain of custody documents. Pace reserves the right to charge for any sample container(s) that are: a) provided to, but not used, by Client; or b) received by Pace, but not analyzed at Client's request.
7. Sample Storage and Disposal - Pace shall dispose of any non-hazardous sample(s) within 30 days following the issuance of Client's final report. In addition, Pace may return, and Client must accept, any/all highly hazardous, acutely toxic, or radioactive sample(s), sample containers, and residues, as well as any/all sample(s) for which no approved method of disposal exists.
8. Non-Assignment - Neither party may assign or transfer any rights or obligations existing under these Terms without prior written notice to the other party, except that Pace may, without notice to its Client: a) transfer the Project to another Pace laboratory; or 2) subcontract the Project to a third-party laboratory.
9. Time of Completion; Force Majeure - Pace shall use its best efforts to accomplish the Project within any specified time limitations. Pace shall not be held responsible for any non-performance or delay caused by Client, Client's employee, agents, or contractors, or factors or events beyond Pace's control, such as government shutdowns, natural disasters, labor strikes or acts of God.
10. Compensation -
  - a) The pricing offered to Client by Pace is predicated upon Client's acceptance of these Terms. In most cases, the pricing includes all sample containers and preservatives as
  - b) Client agrees to pay for services as documented by Pace and accepted by Client. Payment terms for uncontested invoice items are net 30 days. Client must notify Pace in writing within 15 days of its receipt of the invoice in order to suspend its payment and interest obligations for any disputed invoice items pending resolution. Beginning 30 days after the invoice date, Pace may charge interest on all unpaid and undisputed balances at the rate of 1.5% per month, not to exceed the maximum rate allowed by law. Client may ask Pace to invoice a third party, although Client shall remain ultimately responsible for the payment of any outstanding balance.
  - c) Client's failure to pay within 60 days of Pace's dated invoice shall constitute a material breach of these Terms, for which Pace may terminate all of its duties hereunder without liability. If Pace must subsequently take action to collect payment, Client shall pay all associated costs thereof, including attorneys' fees. Any significant changes to the scope of work following the submittal of a price quotation or the delivery of samples to the laboratory are subject to a renegotiation of prices and/or terms relating to the original scope of work. Qualifying changes may include, but are not limited to: QA/QC requirements and procedures: detection limits; samples received and stored, but not analyzed; a decrease in quantity of samples delivered compared to quantity quoted; and reporting and other deliverable format requirements. Pace shall not be required to comply with such changes
11. Risk Allocation and Damages - Client accepts that the Project may involve inherent risks and that Pace cannot always guarantee  
This limitation shall not apply to losses arising from Pace's negligence or willful misconduct, so long as:
  1. Client notifies Pace within: 30 days from the date of discovery of Pace's claimed negligence or misconduct; or two years from the date of the Client's claimed losses; and
  2. Pace is allowed to investigate and, insofar as possible, mitigate Client's claimed losses.Neither Pace nor Client shall be liable to the other for special, incidental, consequential, or punitive losses, except as allowed in Section 12.  
Client Responsibilities below.

## **Pace Analytical Services, Inc.**

8 East Tower Circle  
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386.672.5668  
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### **Pace Analytical Services, Inc. - TERMS & CONDITIONS - Continued**

#### **12. Client Responsibilities - Client shall:**

- a) Provide Pace with full and complete information about all known or reasonably knowable factors that could affect Pace's ability to perform its obligations, and promptly notify Pace if it discovers same following Project initiation;
- b) Enable access by Pace personnel and/or subcontractor to any site where Pace is to perform work, and to all Client personnel who are critical to the success of the Project;
- c) Obtain, on behalf of Pace, any authority or permission required by any third party;
- d) Provide Pace with at least 10 business day's notice of any known or reasonably knowable delay regarding the start-up, progress, or completion to the Project; and
- e) Pay for Pace's reasonable costs to perform any out-of-scope services, such as compliance audits, responding to subpoenas, etc.

If Client defaults on any of these responsibilities and Pace incurs labor and/or material costs as a result, Client shall reimburse Pace for its actual expenses, as well as any lost profits directly attributable to Client's default.

13. Indemnification - Pace shall indemnify and hold Client harmless from and against any demands, losses, damages, and expenses caused by Pace's negligence or willful misconduct, as well as by the negligence and willful misconduct by persons for whom Pace is legally responsible. Client shall likewise indemnify and hold Pace harmless from and against the demands, losses, damages, and expenses caused by Client's negligence or willful misconduct, including Client's use of Pace's name and/or registered mark for anything other than the specific purpose for which it was intended. In addition, Client shall fully indemnify Pace from and against any and all claims by a third party, as well as for all related losses, costs, fees, damages, liabilities or expenses arising out of or relating to Client's breach of these Terms or its violation of applicable laws.

#### **14. Insurance - Pace carries liability insurance with limits as follows:**

General Liability - \$1,000,000 each occurrence; \$2,000,000 general aggregate;  
Personal and Advertising Injury - \$1,000,000;  
Automobile Liability - \$1,000,000 combined single limit;  
Excess Liability Umbrella - \$5,000,000 aggregate; \$5,000,000 each occurrence;  
Worker's Compensation Insurance - statutory limits; and  
Professional Liability - \$5,000,000 aggregate, \$5,000,000 per claim  
Pace will, at Client's request, submit certificates of insurance showing limits of coverage.

15. Amendments/Change Orders - Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties. Any such changes may increase the amount due Pace and affect Pace's obligations towards Client (see Section 2. Warranty).

16. Confidentiality - Each party agrees that if, during the performance of the Project, it becomes aware of any confidential or proprietary information of the other, it will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.

#### **17. Miscellaneous Provisions -**

- a) These Terms supersede all prior negotiations and agreements, written or oral, between Pace and Client with respect to this matter; in no event will other terms - excepting those contained in any individual task order(s) relating to this matter - be considered part of these Terms.
- b) In the absence of an executed agreement between the Parties, the delivery of any sample(s) to a Pace laboratory will constitute acceptance of these Terms by Client.
- c) These Terms shall be construed and interpreted in accordance with the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.
- d) Client may publicly identify Pace's role as its testing laboratory so long as it immediately retracts or eliminates all such references upon termination of these Terms or Pace's written request.
- e) For purposes of these Terms, the Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- f) Pace is an independent contractor; no employer/employee relationship shall arise as a result of the Project.
- g) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

#### **Additional Pricing Considerations:**

I have read and understand these terms and conditions:

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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





**Pace Analytical Services, LLC**  
8 East Tower Circle  
Ormond Beach, FL 32174  
Phone: 386.672.5668  
Fax: 386.673.4001

February 15, 2018

Mr. John Caldwell  
City of Fairburn  
56 Malone St.  
Fairburn, GA 30213

Subject: EPA Required UCMR 4 Laboratory Testing – Single Source Letter

Dear Mr. Coaldwell:

This letter is to document that Pace Analytical Services, LLC is the only commercial environmental laboratory located in Florida and the southeastern United States approved by EPA to perform comprehensive testing under the Unregulated Contaminant Monitoring Rule (UCMR) 4. Pace's approval letter is attached. EPA provides its list of approved labs on its website at:  
<https://www.epa.gov/sites/production/files/2017-07/documents/ucmr4-lablist.pdf>

Because Pace Analytical is located in Florida we are also able to provide the specialized field sampling services required for UCMR 4. No other UCMR 4 commercial lab is located in proximity to be able to do that.

Should you have any questions please do not hesitate to contact me.

Regards,

*Paul R. Jackson*

Paul R. Jackson  
Program Manager, Specialty Analytical Services





United States Environmental Protection Agency  
Office of Water  
Office of Ground Water and Drinking Water  
Standards and Risk Management Division  
Technical Support Center  
UCMR Laboratory Approval Program

Based on the review of submitted applications and successful participation in a Proficiency Testing (PT) Study for the fourth Unregulated Contaminant Monitoring Rule (UCMR 4), EPA has granted the status of "approved" to your laboratory for the method(s) listed below to the following laboratory at the listed address:

Pace Analytical Services - Florida  
8 East Tower Cir  
Ormond Beach, FL 32174

The application and PT criteria are listed in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0." Your laboratory is now "approved" to conduct UCMR 4 analyses using the following method(s):

**LabID:** FL01264

Method Name	Status	Date
EPA 200.8	Approved	4/3/2017
EPA 525.3	Approved	9/5/2017
EPA 530	Approved	6/19/2017
EPA 541	Approved	9/5/2017
EPA 544	Approved	11/21/2017
EPA 545	Approved	4/3/2017
EPA 546	Approved	4/3/2017
EPA 552.3	Approved	11/21/2017

**End of Method List**

This information will be included in the list of UCMR 4 approved laboratories on our website. Your approval status will be maintained during UCMR 4 by continuing to meet the criteria given in the "UCMR 4 Laboratory Approval Requirements and Information Document, Version 2.0," and any revisions to the aforementioned document. Please be aware that you are only permitted to conduct UCMR 4 analyses using those methods for which you have EPA approval. Should you wish to comment on any of these determinations, please write to:

UCMR 4 Laboratory Approval Coordinator  
USEPA, Technical Support Center  
26 W. Martin Luther King Drive (MS 140)  
Cincinnati, OH 45268  
UCMR\_Lab\_Approval@epa.gov