



## Workshop Agenda

February 12, 2018

6:00 P.M.

- I. MEETING CALLED TO ORDER: Mayor Elizabeth Carr-Hurst
- II. ROLL CALL: City Clerk
- III. PRESENTATION
  1. Premiere Institute of Government – Contract services
- IV. COUNCIL DISCUSSION
  1. Discussion of Mayor and Council decorum.
  2. Discussion of Special Elections and contracting with Fulton County Elections.
- V. REVIEW OF AGENDA ITEMS FOR COUNCIL SESSION
- VI. ADJOURN

## Premier Institute of Government Contracting

2366 Sylvan Road

Atlanta, Ga 30344

### Statement of Services

Premier Institute of Government Contracting Inc is the formation of experienced professionals working cooperatively to develop, administer, and guide the process of obtaining and managing government contracts. Premier Institute deciphers complicated laws of procurement and applies these laws advantageously for our clients to protect proprietary information, manage contract awards, while operating within federal and state guidelines with a manual attuned to preclude potential legal issues.

Professional services are customized. Tailored specifications encompass procurement policies, personalized training, contract negotiation, arbitration services, and compliance review. Through ongoing development and strategies, Premier Institute team supports our clients in their efforts to maximize their performances while exceeding the level of compliance in procurement and acquisition processes regulated by the federal government.

Premier Institute of Government Contracting will implement a system authorizing responsible participants for making procurement/purchasing decisions to deliver the best value product or service to the customer.

In accordance with federal guidelines and policies, the System will promote competition in the procurement/purchasing process. The small business administration states that contributions made by small businesses make up about 46% of GDP (gross domestic products) and 48 or the workforce which aids to economic stabilization of the United States. The federal government has benchmarks that should be mirrored in all

procurement policies and procedures by any type of agency that receives or uses federal funds. The benchmarks are implemented to ensure the continued growth, vitality, and development opportunities are available to small and socially economically disadvantaged businesses. To ensure the client maintain compliance, special attention will be given to integration of socially and economic disadvantage business.

Premier Institute of Government Contracting is the training component of an integration of 60 years of experiences nationally and internationally in procurement and acquisition. Through ongoing development and strategies, Premier Institute team supports our clients in their efforts to maximize their performances while exceeding the level of compliance in procurement and acquisition processes regulated by the federal government. Our team is readily available with hands-on support as well as analytical alternatives to develop, define, and implement tools to strengthen procurement policies to grow the wealth and well-being of our shareholders, employees, clients, and community.

- Review current procurement policies and procedures for federal compliance
- Evaluate the applicability of current policies and procedures
- Write procurement policies and procedures customized to meet the needs of the clients
- Create acquisitions policies and procedures inclusive of federal rules and guidelines
- Train individuals in application of approved procurement policies and procedures
- Monitor and evaluate the approved acquisition procedures

- Review inclusion of federal guidelines and benchmarks
- Ensure the continued growth and development of socially and economically disadvantaged businesses thru equal access

#### Proposal

- Write/revise your procurement policies
- Train staff in application of the new policies and federal guidelines
- Evaluate and monitor the applicability, effectiveness, and progress of the system

Premier Institute of Government Contracting

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# PROCUREMENT POLICIES AND REGULATIONS

## *PROCUREMENT POLICIES AND REGULATIONS*

### **1.000 Scope.**

To ensure that the City Of Fairburn, Georgia (COFG) optimally supports the overall fiscal interests of its citizens, the city of Fairburn has, in the compilation of this procurement policy, steadfastly adhered to declared policy set forth by Congress in Code of Federal Regulation 48CFR (Federal Acquisition Regulation) and 15 U.S Code-14A-631 (Small Business Act). As such, this document presents the basic policies of the City of Fairburn Procurement System in a manner commensurate with that of the Small Business Act and The Federal Acquisition Regulation (FAR).

### **1.101 Purpose.**

The City of Fairburn Procurement System is established for the codification and publication of uniform policies and procedures for all procurements made by the city. As presented in 15 U.S Code-14A-631 (Small Business Act), the essence of the American economic system of private enterprise is free competition. The preservation and expansion of such competition is basic not only to the economic well-being, but to the security of this city. Such security and well-being cannot be realized unless the actual and potential capacity of small business is encouraged and developed. It is the declared policy of the Congress that the Government should aid, counsel, assist, and protect, insofar as is possible, the interests of small-business concerns. The assistance programs authorized by 15 U.S Code-14A-631 (Small Business Act) are to be utilized to assist in the establishment, preservation, and strengthening of small business concerns and improve the managerial skills employed in such enterprises, with special attention to small business concerns (1) located in urban or rural areas with high proportions of unemployed or low-income individuals; or (2) owned by low-income individuals; and to mobilize for these objectives private as well as public managerial skills and resources.

### **1.102 Statement of guiding principles for the City Procurement System.**

(a) The vision for the City Procurement System is to deliver on a timely basis the best value product or service to the customer, while maintaining the public's trust and fulfilling public policy objectives. Participants in the procurement process should work together as a team and should be empowered to make decisions within their area of responsibility.

(b) The City Procurement System will—

(1) Satisfy the customer in terms of cost, quality, and timeliness of the delivered product or service by, for example—

- (i) Maximizing the use of commercial products and services;
- (ii) Using contractors who have a track record of successful past performance or who demonstrate a current superior ability to perform; and
- (iii) Promoting competition;

(2) Minimize administrative operating costs;

(3) Conduct business with integrity, fairness, and openness; and

# PROCUREMENT POLICIES AND REGULATIONS

(4) Fulfill public policy objectives. It is the policy of the CITY OF Fairburn to ensure that SOCIALLY AND ECONOMICALLY DISADVANTAGE PERSONS AND BUSINESS ENTERPRISE (SEDPB)s as defined by the US Small Business Administration under the Small Business Act, have an equal opportunity to receive and participate in CITY OF Fairburn contracts.

With respect to the CITY'S business development programs the City finds—

that the opportunity for full participation in our free enterprise system by socially and economically disadvantaged persons is essential if we are to obtain social and economic equality for such persons and improve the functioning of our national economy;

that many such persons are socially disadvantaged because of their identification as members of certain groups that have suffered the effects of discriminatory practices or similar invidious circumstances over which they have no control;

that such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, Indian tribes, Asian Pacific Americans, Native Hawaiian Organizations, and other minorities;

that it is in the national interest to expeditiously ameliorate the conditions of socially and economically disadvantaged groups;

that such conditions can be improved by providing the maximum practicable opportunity for the development of small business concerns owned by members of socially and economically disadvantaged groups;

that such development can be materially advanced through the procurement by the COFG of articles, equipment, supplies, services, materials, and construction work from such concerns; and

that such procurements also benefit the COFG by encouraging the expansion of suppliers for such procurements, thereby encouraging competition among such suppliers and promoting economy in such procurements.

It is therefore the purpose of COFG procurement policy to—

promote the business development of small business concerns owned and controlled by socially and economically disadvantaged individuals so that such concerns can compete on an equal basis in the COFG economy;

(c) The Procurement Team consists of all participants in City procurement including not only representatives of the technical, supply, and procurement communities but also the customers they serve, and the contractors who provide the products and services.

(d) The role of each member of the Procurement Team is to exercise personal initiative and sound business judgment in providing the best value product or service to meet the customer's



# PROCUREMENT POLICIES AND REGULATIONS

needs. In exercising initiative, City members of the Procurement Team may assume if a specific strategy, practice, policy or procedure is in the best interests of the City and is not addressed in the FAR nor prohibited by law (statute or case law), Executive order or other regulation, that the strategy, practice, policy or procedure is a permissible exercise of authority.

## **1.102-1 Discussion.**

(a) *Introduction.* The statement of Guiding Principles for the City Procurement System (System) represents a concise statement designed to be user-friendly for all participants in City procurement. The following discussion of the principles is provided in order to illuminate the meaning of the terms and phrases used. The framework for the System includes the Guiding Principles for the System and the supporting policies and procedures in the FAR.

(b) *Vision.* All participants in the System are responsible for making procurement decisions that deliver the best value product or service to the customer. Best value must be viewed from a broad perspective and is achieved by balancing the many competing interests in the System. The result is a system which works better and costs less.

## **1.102-2 Performance standards.**

(a) *Satisfy the customer in terms of cost, quality, and timeliness of the delivered product or service.*

(1) The principal customers for the product or service provided by the System are the users and line managers, acting on behalf of the Fairburn taxpayer.

(2) The System must be responsive and adaptive to customer needs, concerns, and feedback. Implementation of procurement policies and procedures, as well as consideration of timeliness, quality and cost throughout the process, must take into account the perspective of the user of the product or service.

(3) When selecting contractors to provide products or perform services the City will use contractors who have a track record of successful past performance or who demonstrate a current superior ability to perform.

(4) The City must not hesitate to communicate with the commercial sector as early as possible in the procurement cycle to help the City determine the capabilities available in the commercial marketplace. The City will maximize its use of commercial products and services in meeting City requirements.

(5) It is the policy of the System to promote competition in the procurement process.

(6) The System must perform in a timely, high quality, and cost-effective manner.

# PROCUREMENT POLICIES AND REGULATIONS

(7) All members of the Team are required to employ planning as an integral part of the overall process of acquiring products or services. Although advance planning is required, each member of the Team must be flexible in order to accommodate changing or unforeseen mission needs. Planning is a tool for the accomplishment of tasks, and application of its discipline should be commensurate with the size and nature of a given task.

*(b) Minimize administrative operating costs.*

(1) In order to ensure that maximum efficiency is obtained, rules, regulations, and policies should be promulgated only when their benefits clearly exceed the costs of their development, implementation, administration, and enforcement. This applies to internal administrative processes, including reviews, and to rules and procedures applied to the contractor community.

(2) The System must provide uniformity where it contributes to efficiency or where fairness or predictability is essential. The System should also, however, encourage innovation, and local adaptation where uniformity is not essential.

*(c) Conduct business with integrity, fairness, and openness.*

(1) An essential consideration in every aspect of the System is maintaining the public's trust. Not only must the System have integrity, but the actions of each member of the Team must reflect integrity, fairness, and openness. The foundation of integrity within the System is a competent, experienced, and well-trained, professional workforce. Accordingly, each member of the Team is responsible and accountable for the wise use of public resources as well as acting in a manner which maintains the public's trust. Fairness and openness require open communication among team members, internal and external customers, and the public.

(2) To achieve efficient operations, the System must shift its focus from "risk avoidance" to one of "risk management." The cost to the taxpayer of attempting to eliminate all risk is prohibitive. The Procurement/Purchasing Director (Director) will accept and manage the risk associated with empowering local procurement officials to take independent action based on their professional judgment.

(3) The City shall exercise discretion, use sound business judgment, and comply with applicable laws and regulations in dealing with contractors and prospective contractors. All contractors and prospective contractors shall be treated fairly and impartially but need not be treated the same. As identified at 13 CFR 124.103, socially disadvantaged individuals have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. It is therefore the policy of the city of Fairburn to rectify these inequities in order to fulfill the goals iterated at 1.101 above.

*(d) Fulfill public policy objectives.* The System must support the attainment of public policy goals adopted by the Congress of the United States. In attaining these goals, and in its overall operations, the process shall ensure the efficient use of public resources.

# PROCUREMENT POLICIES AND REGULATIONS

## **1.102-3 Procurement/Purchasing team.**

The purpose of defining the City Procurement/Purchasing Team (Team) in the Guiding Principles is to ensure that participants in the System are identified—beginning with the customer and ending with the contractor of the product or service. By identifying the team members in this manner, teamwork, unity of purpose, and open communication among the members of the Team in sharing the vision and achieving the goal of the System are encouraged. Individual team members will participate in the procurement process at the appropriate time.

## **1.102-4 Role of the Procurement/Purchasing team.**

(a) Members of the Team must be empowered to make procurement decisions within their areas of responsibility, including selection, negotiation, and administration of contracts consistent with the Guiding Principles. In particular, the contracting officer must have the authority to the maximum extent practicable and consistent with law, to determine the application of rules, regulations, and policies, on a specific contract.

(b) The authority to make decisions and the accountability for the decision made will be delegated to the lowest level within the System, consistent with law.

(c) The Team must be prepared to perform the functions and duties assigned. The City is committed to provide training, professional development, and other resources necessary for maintaining and improving the knowledge, skills, and abilities for all City participants on the Team, both with regard to their particular area of responsibility within the System, and their respective role as a team member. The contractor community is encouraged to do likewise.

(d) The System will foster cooperative relationships between the City and its contractors consistent with its overriding responsibility to the taxpayers.

(e) This document outlines procurement policies and procedures that are to be used by members of the Procurement Team. If a policy or procedure, or a particular strategy or practice, is in the best interest of the City and is not specifically addressed in this document, nor prohibited by law or other regulation, City members of the Team should not assume it is prohibited. Rather, absence of direction should be interpreted as permitting the Team to innovative and use sound business judgment that is otherwise consistent with law and within the limits of their authority. Contracting officers should take the lead in encouraging business process innovations and ensuring that business decisions are sound.

## **1.103 Authority.**

(a) The development of this Procurement System is in accordance with the requirements of 41 U.S.C. chapter 13, Procurement Councils.

## **1.104 Applicability.**

# PROCUREMENT POLICIES AND REGULATIONS

This document applies to all procurements of the city of Fairburn .

**Subpart 1.2 thru 1.5 Reserved.**

**Subpart 1.6—Career Development, Contracting Authority, and Responsibilities**

## **1.601 General.**

Unless specifically prohibited by another provision of law, authority and responsibility to contract for authorized supplies and services are vested in the Director. The Director may establish contracting activities and delegate broad authority to manage the city's contracting functions to heads of such contracting activities. Contracts may be entered into and signed on behalf of the City only by contracting officers. Contracting officers below the level of a head of a contracting activity shall be selected and appointed under 1.603.

## **1.602 Contracting officers.**

### **1.602-1 Authority.**

(a) Contracting officers have authority to enter into, administer, or terminate contracts and make related determinations and findings. Contracting officers may bind the City only to the extent of the authority delegated to them. Contracting officers shall receive from the appointing authority (see 1.603-1) clear instructions in writing regarding the limits of their authority. Information on the limits of the contracting officers' authority shall be readily available to the public and city personnel.

(b) No contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met.

### **1.602-2 Responsibilities.**

Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the COFG in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise business judgment. Contracting officers shall—

(a) Ensure that the requirements of 1.602-1(b) have been met, and that sufficient funds are available for obligation;

(b) Ensure that contractors receive impartial, fair, and equitable treatment;

(c) Request and consider the advice of specialists in audit, law, engineering, information security, transportation, and other fields, as appropriate; and

# PROCUREMENT POLICIES AND REGULATIONS

(d) Designate and authorize, in writing, a contracting officer's representative (COR) on all contracts and orders other than those that are firm-fixed price, and for firm-fixed-price contracts and orders as appropriate, unless the contracting officer retains and executes the COR duties. See 7.104(e). A COR—

- (1) Shall be a City employee, unless otherwise authorized by the Director;
- (2) Shall be certified and maintain certification in accordance with current Office of Management and Budget guidance;
- (3) Shall be qualified by training and experience commensurate with the responsibilities to be delegated;
- (4) Has no authority to make any commitments or changes that affect price, quality, quantity, delivery, or other terms and conditions of the contract nor in any way direct the contractor or its subcontractors to operate in conflict with the contract terms and conditions; and
- (5) Shall be designated in writing, with copies furnished to the contractor—
  - (i) Specifying the extent of the COR's authority to act on behalf of the contracting officer;
  - (ii) Identifying the limitations on the COR's authority;
  - (iii) Specifying the period covered by the designation;
  - (iv) Stating the authority is not redelegable; and
  - (v) Stating that the COR may be personally liable for unauthorized acts.

## **1.602-3 Ratification of unauthorized commitments.**

### *(a) Definitions.*

*Ratification*, as used in this subsection, means the act of approving an unauthorized commitment by an official who has the authority to do so.

*Unauthorized commitment*, as used in this subsection, means an agreement that is not binding solely because the City representative who made it lacked the authority to enter into that agreement on behalf of the City.

(b) *Policy.* (1) COFG shall take positive action to preclude, to the maximum extent possible, the need for ratification actions. Although procedures are provided in this section for use in those cases where the ratification of an unauthorized commitment is necessary, these procedures may not be used in a manner that encourages such commitments being made by City personnel.



# PROCUREMENT POLICIES AND REGULATIONS

(2) Subject to the limitations in paragraph (c) of this subsection, the Director, may ratify an unauthorized commitment.

(3) Unauthorized commitments that would involve claims subject to resolution under 41 U.S.C. chapter 71, Contract Disputes, should be processed in accordance with subpart 33.2, Disputes and Appeals.

(c) *Limitations.* The authority in subparagraph (b)(2) of this subsection may be exercised only when—

(1) Supplies or services have been provided to and accepted by the City, or the City otherwise has obtained or will obtain a benefit resulting from performance of the unauthorized commitment;

(2) The ratifying official has the authority to enter into a contractual commitment;

(3) The resulting contract would otherwise have been proper if made by an appropriate contracting officer;

(4) The contracting officer reviewing the unauthorized commitment determines the price to be fair and reasonable;

(5) The contracting officer recommends payment and legal counsel concurs in the recommendation, unless agency procedures expressly do not require such concurrence; and

(6) Funds are available and were available at the time the unauthorized commitment was made.

(d) *Nonratifiable commitments.* Cases that are not ratifiable under this subsection may be subject to resolution as authorized by Subpart 50.1. Legal advice should be obtained in these cases.

## **1.603 Selection, appointment, and termination of appointment for contracting officers.**

### **1.603-1 General.**

41 U.S.C. 1702(b)(3)(G), discusses establishment and maintenance of a procurement career management program and a system for the selection, appointment, and termination of appointment of contracting officers. The Director may select and appoint contracting officers and terminate their appointments. These selections and appointments shall be consistent with Office of Federal Procurement Policy's (OFPP) guidance as published in OFPP Policy Letter No. 05-01, Developing and Managing the Procurement Workforce, April 15, 2005.

### **1.603-2 Selection.**

In selecting contracting officers, the Director shall consider the complexity and dollar value of the procurements to be assigned and the candidate's experience, training, education, business acumen, judgment, character, and reputation. Examples of selection criteria include—

# PROCUREMENT POLICIES AND REGULATIONS

- (a) Experience in contracting and administration, commercial purchasing, or related fields;
- (b) Education or special training in business administration, law, accounting, engineering, or related fields;
- (c) Knowledge of procurement policies and procedures, including this and other applicable regulations;
- (d) Specialized knowledge in the particular assigned field of contracting; and
- (e) Satisfactory completion of procurement training courses.

## **1.603-3 Appointment.**

Contracting officers shall be appointed in writing on an SF 1402, Certificate of Appointment, which shall state any limitations on the scope of authority to be exercised, other than limitations contained in applicable law or regulation. The Director shall maintain files containing copies of all appointments that have not been terminated.

## **1.603-4 Termination.**

Termination of a contracting officer appointment will be by letter, unless the Certificate of Appointment contains other provisions for automatic termination. Terminations may be for reasons such as reassignment, termination of employment, or unsatisfactory performance. No termination shall operate retroactively.

## **1.604 Contracting Officer's Representative (COR).**

A contracting officer's representative (COR) assists in the technical monitoring or administration of a contract (*see* 1.602-2(d)). The COR shall maintain a file for each assigned contract. The file must include, at a minimum—

- (a) A copy of the contracting officer's letter of designation and other documents describing the COR's duties and responsibilities;
- (b) A copy of the contract administration functions delegated to a contract administration office which may not be delegated to the COR (*see* 1.602-2(d)(4)); and
- (c) Documentation of COR actions taken in accordance with the delegation of authority.

## **Subpart 1.7—Determinations and Findings**

### **1.700 Scope of subpart.**

This subpart prescribes general policies and procedures for the use of determinations and findings (D&F's).

# PROCUREMENT POLICIES AND REGULATIONS

## 1.701 Definition.

*Determination and Findings* (D&F) means a special form of written approval by an authorized official that is required by statute or regulation as a prerequisite to taking certain contract actions. The *determination* is a conclusion or decision supported by the *findings*. The findings are statements of fact or rationale essential to support the determination and must cover each requirement of the statute or regulation.

## 1.702 General.

(a) A D&F shall ordinarily be for an individual contract action. Unless otherwise prohibited, class D&F's may be executed for classes of contract action (see 1.703). The approval granted by a D&F is restricted to the proposed contract action(s) reasonably described in that D&F. D&F's may be provided for a reasonable degree of flexibility. Furthermore, in their application, reasonable variations in estimated quantities or prices are permitted, unless the D&F specifies otherwise.

(b) When an option is anticipated, the D&F shall state the approximate quantity to be awarded initially and the extent of the increase to be permitted by the option.

## 1.703 Class determinations and findings.

(a) A class D&F provides authority for a class of contract actions. A class may consist of contract actions for the same or related supplies or services or other contract actions that require essentially identical justification.

(b) The findings in a class D&F shall fully support the proposed action either for the class as a whole or for each action. A class D&F shall be for a specified period, with the expiration date stated in the document.

(c) The contracting officer shall ensure that individual actions taken pursuant to the authority of a class D&F are within the scope of the D&F.

## 1.704 Content.

Each D&F shall set forth enough facts and circumstances to clearly and convincingly justify the specific determination made. As a minimum, each D&F shall include the following information:

(a) Identification of COFG as the contracting activity, and specific identification of the document as a *Determination and Findings*.

(b) Nature and/or description of the action being approved.

(c) Citation of the appropriate statute and/or regulation upon which the D&F is based.

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(d) Findings that detail the particular circumstances, facts, or reasoning essential to support the determination. Necessary supporting documentation shall be obtained from appropriate requirements and technical personnel.

(e) A determination, based on the findings, that the proposed action is justified under the applicable statute or regulation.

(f) Expiration date of the D&F, if required.

(g) The signature of the official authorized by the Director to sign the D&F and the date signed.

## **1.705 Supersession and modification.**

(a) If a D&F is superseded by another D&F, that action shall not render invalid any action taken under the original D&F prior to the date of its supersession.

(b) The contracting officer need not cancel the solicitation if the D&F, as modified, supports the contract action.

## **1.706 Expiration.**

Expiration dates are required for class D&F's and are optional for individual D&F's. Authority to act under an individual D&F expires when it is exercised or on an expiration date specified in the document, whichever occurs first. Authority to act under a class D&F expires on the expiration date specified in the document. When a solicitation has been furnished to prospective offerors before the expiration date, the authority under the D&F will continue until award of the contract(s) resulting from that solicitation.

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**DRAFT DOCUMENT 3-31-16**

**CITY OF FAIRBURN, GEORGIA**

**PROCEDURAL RULES FOR MEETINGS OF THE  
MAYOR AND CITY COUNCIL**

**ADOPTED ----- 2016**

**Rule (1). Meeting Times and Place.**

- Regular Meetings on the 2nd and 4th Mondays (Charter Sec. 34)
- Time and location of meetings to be decided
- Body will meet for Workshops and/or Agenda Setting purposes (TBD)

**Rule (2). Meetings to Comply with Open Meetings Act.**

- All meetings will comply with Georgia's Open Meetings Act

**Rule (3). Special Called Meetings.**

- Mayor or any three (3) members of the body may call a Special Meeting

**Rule (4). Quorum.**

- Mayor (or Mayor Pro Tem), plus three members constitutes a quorum
- Quorum required for transacting business
- Action requires simple majority vote
- Mayor or Presiding Member votes only in case of a tie

**Rule (5). Presiding Officer / Rules of Procedure / Parliamentarian.**

- Mayor is Presiding Officer when present
- Mayor Pro Tem is Presiding Officer when Mayor is absent
- Presiding Officer responsible for enforcing rules of order, with the advice and consultation of the City Attorney

- These Rules of Procedure govern first - Robert's Rules govern everything not covered by these Rules of Procedures
- Rules of Procedures may be changed by official action by the body
- Existing Rules of Procedures may not be suspended unless approved by two-thirds (2/3) of the members present

**Rule (6). Minutes.**

- Minutes shall be taken, approved by the body and made available to the public in accordance with Georgia's Open Meetings Act
- Verbatim minutes not required
- Minimum requirements - record of roll call and all motions and votes taken
- Minutes will contain succinct summaries of matters discussed during public comment, public hearings, during debate by the body and of comments made by members of the body not during the debate of an agenda item

**Rule (7). Public Comment.**

- During the meetings on the 2nd and 4th Mondays
- No more than 30 minutes
- 3 minutes maximum per speaker - Speakers may give time to another speaker - 6 minutes maximum per speaker
- 2 minutes maximum if more than 10 speakers - 4 minutes maximum per speaker
- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Members of the body will not question speakers or otherwise comment on matters raised during public comment until public comment has concluded
- City Administrator will respond to speaker inquiries within seven (7) days and will copy the Mayor and Council members with such response

**Rule (8). Agendas.**

- Set and distributed at least four (4) days prior to each Regular Meeting
- Set and distributed at least two (2) days prior to each Special Meeting
- City Administrator and Mayor to prepare agendas
- Any member of the body may include one or more agenda items by informing the City Administrator by 12:00 noon on the day by which the



agenda must be set and distributed

- Items may be added to an agenda at Regular Meetings by majority vote
- Voting to add an item to an agenda at a Regular Meeting indicates that the majority believes that the item must be acted on and should not be delayed until a subsequent Regular or Special Meeting
- Items may be added to an agenda at Special Meetings only if approved by two-thirds (2/3) of the body
- Voting to add an item to an agenda at a Special Meeting indicates that the majority believes that the item must be acted on and should not be delayed until a subsequent Regular or Special Meeting
- Agenda items listed on an agenda for discussion only may not be acted on, unless the body first votes to consider the item for action by a two-thirds (2/3) majority
- Items placed on a consent agenda may be voted on together, without further debate

**Rule (9). Rules for Public Hearings, Generally.**

- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Rules applicable to public comment will apply
- Presiding Officer will announce the agenda item and open the public hearing
- After comments are received, Presiding Officer will close the public hearing

**Rule (10). Rules for Public Hearings, Zoning.**

- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Presiding Officer will announce the agenda item and ask City staff to give a brief overview of the application, staff's recommendation and the recommendation of the Planning Commission, if applicable
- Presiding Officer will open the public hearing
- Presiding Officer will first ask to hear from the applicant and any persons in support of the application (the applicant and persons in support of the

application will have a total of ten (10) minutes) (a portion of the ten (10) minutes may be deferred until those opposing the application have been heard from)

- Presiding Officer will next ask to hear from any persons opposing the application (persons opposing the application shall have a total of ten (10) minutes) (no portion of this time may be deferred)
- During the course of the public hearing, members of the body may direct questions at staff and speakers for and against the application, but members of the body will not comment on the application or otherwise debate the matter until the public hearing is closed
- Time spent on questions from members of the body during the public hearing will not be counted against the speakers
- After all speakers have talked or time has expired, the Presiding Officer will close the public hearing

**Rule (11). Rules of Debate, Generally.**

- Each item on the body's agenda is subject to debate unless on the body's consent agenda, in which case, to be debated, the item must (by vote) be removed from the consent agenda and place on the regular agenda
- The Presiding Officer will announce each item on the agenda - items will be considered by the body in the order appearing on the agenda -- moving items up or back on the agenda requires a motion to amend the agenda and a majority vote to do so
- Once an item is announced, the Presiding Officer will ask if there is a motion
- If there is no motion, the item dies for lack thereof
- If there is a motion, but no second, the items dies for lack thereof
- If there is a motion and a second, the Presiding Officer will open the floor for discussion and debate
- The Presiding Officer will recognize members of the body for discussion
- Members of the body may direct questions to City Staff
- No member of the body should speak more than twice on the same item
- Whenever recognized by the Presiding Officer, any member who believes debate has become too lengthy may move to call the question - if there is a second, the motion is not debatable and must then be voted on - if approved, the Presiding Officer will immediately stop debate and call for a vote on the agenda item

**Rule (12). Rules of Debate, Decorum.**

- All comments during public comment, during public hearings and during debate on any question pending before the body will be directed to the Mayor or other Presiding Officer, or to the body as a whole, and shall not be directed to individual members of the body
- Members of the body will not direct questions at other members of the body except regarding procedural matters, such as whether to allow an amendment to a motion made by or seconded by that member
- Comments by a member of the body directed at another member of the body intended to question to such member's motives or intention are inappropriate and out of order
- No member should comment on previous action taken by the body unless it is with the intent to make a proper motion to rescind or reconsider
- No member will interrupt another member having the floor, but a member may ask the Presiding Officer to ask the member having the floor if the member is willing to be interrupted for a comment or question of clarification, which comment or question must be directed at the Presiding Officer or the body as a whole
- The Presiding Officer is responsible for maintaining order during the meeting

**(End of Draft Document)**

***FULTON COUNTY***  
***BOARD OF COMMISSIONERS***  
**PROCEDURAL RULES**  
**FOR MEETINGS**



**Adopted January 19, 1994**

**Revised as of September 16, 2015, through Amendment #13**

**RULE ONE: MEETING TIMES AND PLACE.** All meetings of the Fulton County Board of Commissioners shall be held in the Assembly Hall of the Fulton County Government Center, 141 Pryor Street, S.W., Atlanta, Georgia 30303. In accordance with state law, the first meeting of the month shall be held without exception. In the event that there is no quorum present at the scheduled starting time for that meeting, the Chair shall wait 30 minutes to determine whether a quorum will be present. If a quorum is not obtained after this waiting period, the Chair shall adjourn the meeting and re-advertise it in accordance with state law. Meetings are held at 10:00 a.m. on the first and third Wednesdays of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with the Georgia Open Meetings Act. The Board holds regularly scheduled Work Sessions on the second Wednesdays of each month at 2:00 p.m. or immediately following the Board's scheduled meeting.

**RULE TWO: OPEN MEETINGS.** All meetings of the Fulton County Board of Commissioners shall be held in accordance with the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed Executive Sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where "official action" is to be discussed or taken, the meetings must be open and the public granted access.

**Exceptions to the Georgia Open Meetings Act**

1. Staff meetings for investigative purposes under duties and responsibilities imposed by law;
2. Meetings where future acquisition of real estate is being discussed;
3. Meetings when (a) the appointment, employment, disciplinary action, or dismissal of a public officer or employee is being discussed; or (b) complaints or charges against a public officer or employee are being heard, unless the employee requests a public meeting;
4. Most discussions with attorneys for the County are excluded from the Open Meetings Act; and,
5. Where tax matters made confidential by Georgia Law are being discussed.

**RULE THREE: PRESIDING OFFICER AND RULES FOR DEBATE.** In accordance with the Fulton County Code of Laws, the Chair of the



Board of Commissioners is responsible for the orderly conduct of the Board during the meeting and serves as the presiding officer. In order to ensure a fair, orderly, and efficient meeting, the Chair must enforce the rules of procedure adopted by the Board. In the absence of the Chair, the Vice Chair shall preside. Where a quorum is present and neither the Chair nor the Vice Chair is present, the Board may designate an acting presiding officer. Meetings are conducted in accordance with these procedural rules, applicable state law, and the *Roberts Rules of Order, Newly Revised*. Where a Commissioner raises a procedural question and these rules are silent, and in the absence of a specific statute, ordinance, or resolution, the question shall be resolved in accordance with the provisions of the *Roberts Rules of Order, Newly Revised* provided the provision used to answer the question is not in violation of local, state, or federal laws.

#### Debate

All resolutions, contracts, and items of business which require Board approval prior to the expenditure of funds, as well as any other item which requires Board action, shall be acted upon by the Board only after a Commissioner makes a motion and receives a second to the motion. A motion and proper second is recorded by the Clerk.

Each Commissioner, by virtue of his/her election to the Board, has the right and obligation to debate any and all issues which come before the Board for consideration. However, to ensure an orderly and efficient meeting, each Commissioner shall observe the following rules in regard to debate:

#### Rules for Debate

1. The Chair, as presiding officer (or Vice Chair in the Chair's absence) shall call for discussion on an item. No debate on an item should begin until the item has been sounded by the Clerk to the Commission or, in the Clerk's absence, the Chief Deputy Clerk.
2. Once the item has been properly moved and seconded, the Chair shall call for discussion.
3. Thereafter, the Chair shall open debate by recognizing each Commissioner who wishes to speak for a period not to exceed 10 total minutes with the additional stipulation that no Commissioner shall hold the floor for more than five consecutive minutes of their allotted time. However, at the opening of each Board Meeting, a Commissioner may ask their colleagues to waive the normal time limits on issues they deem need more

time. The Board will vote on each request before the agenda begins and decide among themselves what additional amount of time to allot to each Commissioner. The Clerk shall be the official timekeeper for the Board.

4. Calling the Question Motion: If a Commissioner believes that debate on an issue is too lengthy or that a vote should be called immediately on an issue, he or she can "call the question" or "move the previous question." This motion is out of order if it is made while another Commissioner has the floor or if the maker of the motion is not recognized by the Chair. This is a motion that is not debatable and requires a second. Once the motion has been properly made and seconded, the Chair shall immediately stop debate on the issue being debated and announce that there is a "call the question" motion on the floor. Immediately thereafter, the Chair 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, then the Chair may allow debate on the issue to resume. If it passes, the Chair must immediately call for a vote on the issue which was the subject of the call the question motion.

Procedure for Reconsidering Board's Previous Actions  
(Item #06-0775, 8/16/06 - Amendment #9)

5. Any action by the Board, including final action on applications for changes in land use status, shall be subject to a motion to reconsider as provided in this paragraph and Robert's Rules of Order. After a motion to reconsider is made and adopted, a motion to rescind must also be made. Motions to reconsider and to rescind may be made only by a member of the prevailing side on the original action. After the motion to rescind is made and adopted, the underlying matter shall be considered anew and is subject to any new motion by any member. A motion to reconsider may be made only in the same meeting in which the original action was adopted.

Reconsideration in Zoning Cases

6. Any zoning matter which is deferred or on which discussion is otherwise postponed by the Board shall be heard at the next appropriate scheduled zoning meeting. Zoning matters are heard only on the first meeting of the month in accordance with

a schedule set by the Director of Environment and Community Development. Ordinarily, no new zoning cases are heard in January.

7. Withdrawals are moved to the top of the agenda. Public hearings are still held; however, there is usually no opposition and cases are acted upon in a timely manner.

**RULE FOUR: QUORUM.** A quorum must be present for the transaction of business of the Board. In accordance with Georgia law, regarding Fulton County, four of the seven elected Commissioners must be present to constitute a quorum. It is the duty of the Chair to enforce this rule. Any Commissioner may raise a point of order if that Commissioner believes that a quorum is not present. If during the course of a meeting a quorum is lost, the Board cannot transact business. If, however, Members of the Board are in the Commissioners Conference Room adjacent to the Assembly Hall and are able to hear the business of the Board through the public address system, the Board has not lost a quorum. If a quorum is not attained within 30 minutes, the Chair must adjourn the meeting.

**RULE FIVE: VOTING.** Four members of the Board of Commissioners shall constitute a quorum for the transaction of business. The affirmative vote of at least four members shall be required for said Board of Commissioners to take official action; provided, further, that every item, requiring official action by the Board of Commissioners must be distinctly listed on the Board's Regular or Consent Agenda (Item #01-0496, 4/18/01 - Amendment #7). Each Commissioner shall record his or her vote by using the voting machine and should not vote by voice or by requesting that the Clerk's staff manually record their vote.

**ABSTENTION.** An officer or employee who has an interest that he or she has reason to believe may be affected by his or her official actions or by the official acts or actions of the County shall abstain from participating in such official act or actions affected thereby. In addition to such abstention, the officer or employee shall state publicly and shall orally disclose, on the official records of the Board of Commissioners, the nature of such interest prior to any determination of the matter. (Item #00-1163, 9/06/00 - Amendment #5)

**RULE SIX: (Item #07-0809, 10/03/07-Amendment #11) AGENDA, PREPARATION OF AND PUBLIC COMMENT.** The Fulton County Board of Commissioners holds a Regular meeting (first Wednesday of the month) and a Recess Meeting (third Wednesday of the month). The agenda is prepared by the Clerk's Office in concert with the County Manager's Office, provided, however, that the recommendations of the Tax Commissioner for Board action relating

to the granting, denial or revocation of alcoholic beverage licenses shall be placed on the agenda upon request by the Tax Commissioner (Item #00-1315, 10/18/00 - Amendment #6). The deadline for submitting items for regularly scheduled Board of Commissioners' Meetings to the Clerk's Office for inclusion on the next agenda is 10:00 a.m. on the Friday before the meeting. A final copy of the agenda is distributed to the Commissioners, County Attorney, County Manager, and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the Board. Copies are also made available to the public at that time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes and reflects actions taken by the Board at a particular meeting. Post agendas are distributed by the Clerk's Office within 48 hours of a meeting.

#### Agenda Preparation Procedure

1. Any Commissioner wishing to place an item on the agenda may do so and should submit a memorandum to the Clerk stating the item to be placed on the agenda. Any supporting documents germane to the item should also be submitted.
2. Adding of items to the agenda during the meeting is disfavored. When an emergency or extraordinary circumstance occurs, an item may be added to the agenda when it is adopted during the meeting by four affirmative votes. A motion shall be properly made and must carry to add each item to the agenda on the day of the meeting. That item shall appear on the post agenda under the "Added During the Meeting" heading.
3. Once the agenda has been approved in the meeting, it takes four affirmative votes to remove County Manager items. If the County Manager decides to remove an item from the agenda, he/she should suggest removal from the agenda by submitting a request in writing to the Clerk who will announce it during the adoption of the agenda. Four votes are required for approval. The County Manager should be prepared to state his/her reason for removal. Commissioners can remove their items at any time and this action does not require Board approval. The Board enacted a "Three Meeting Held Rule" that gives the Clerk the authority to remove Commissioners' items that have been on the agenda for three meetings. (Item #96-0454, 4/3/96 - Amendment #2)
4. Proclamations may be presented at the Recess Meeting with the meeting beginning promptly at 10:00 a.m., and presentations should not exceed 10:30 a.m. (Item #95-0623, 5/17/95 - Amendment #1)

5. Whenever any agenda item, via Resolution, seeks Board approval of a written agreement, a copy of the written agreement shall be attached to the agenda item or Resolution and shall be distributed by the Clerk as with other agenda items. Upon approval of the item, the Clerk shall include a copy of the written agreement in the official minutes of the Board meeting at which such approval occurred. (Item #08-0255, 3/5/08 - Amendment #12)

### Public Comment

During the Public Comment portion of a Board Meeting, citizens may voice County-related requests, concerns, opinions, etc.

At the Regular Meeting, speakers will be heard prior to the zoning portion of the agenda; at the Recess Meeting, prior to the County Manager's Unfinished Business.

Before speaking, each participant must fill out a speaker card, located at the entryway, podium, and media and court reporter tables. All speaker cards must be submitted to the Clerk's staff, prior to the commencement of public comment, who will accept them on a first-come, first-served basis.

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. (Item #15-0829, 9/16/15 - Amendment #13) THE PUBLIC COMMENT PORTION OF THE MEETING WILL NOT EXCEED 15 THIRTY MINUTES AT THE REGULAR MEETING, NOR WILL THIS PORTION EXCEED 30 THIRTY MINUTES AT THE RECESS MEETING. (Item #15-0829, 9/16/15 - Amendment #13) Citizens who do not get an opportunity to speak will be allowed to speak first at a subsequent meeting. The clerk will hold their speaker cards until the date they choose to return. (Item #99-1017, 8/4/99 - Amendment #3)

#### NOTE:

If the subject matter involves an issue to be resolved, the citizen should first contact the County Manager's Office, which will ensure that the relevant Department Heads and other individuals are contacted to rectify the matter. If the issue cannot be resolved through the County Manager's efforts, the citizen may then contact a Commissioner so that the matter can be placed on a Board Meeting agenda. The Commissioner should then inform the Clerk by memorandum stating the subject to be discussed and the citizen who will speak. The address and phone number of the citizen should be conveyed. Any supporting material germane to the issue should also be submitted.

**RULE SEVEN: (Item #07-0809, 10/03/07 - Amendment #11) CONSENT AGENDA.** The Fulton County Board of Commissioners uses a consent agenda which lists items of routine nature such as renewal of grants, subdivision confirmations, refund reports, etc. 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. Items may be removed from the consent agenda for further discussion but may not be added. The consent agenda is adopted with one motion.

**RULE EIGHT: DECORUM.** All Commissioners are expected to conduct themselves in a courteous and respectful manner. Commissioners seeking information from staff should do so within the confines of proper decorum. A Commissioner shall not speak until recognized by the Chair and likewise shall not interrupt another Commissioner's remarks. All comments made by a Commissioner shall directly address the motion or item being discussed. The Chair shall enforce the rules of decorum and if a Commissioner believes that a particular rule is being broken, he/she shall raise a point of order when recognized by the Chair. With a second, the Chair may either rule on the question or allow the Board to decide the issue by majority vote. Any Commissioner shall have the right to express dissent from or protest against any Resolution or action of the Board and have the reason entered into the minutes.

**RULE NINE: PUBLIC HEARINGS AND PARTICIPATION.** In accordance with law and policy, the Board frequently conducts Public Hearings 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

1. The Chair shall announce that the Public Hearing on a matter is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chair shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chair shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must complete a speaker card, which must be given to a representative of the Clerk's Office prior to the commencement of the public hearing (Item# 03-0154, 1/15/03 - Amendment #8). Members of the public are expected to adhere to the

rules of decorum outlined herein and should be informed of such at the beginning of the Public Hearing by the Chair. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chair and shall, at the Chair's discretion, be removed from Assembly Hall.

3. Time. At hearings on proposed rezoning, use permits, modification and/or concurrent variance petitions, as well as amendments to the text of the Fulton County Zoning Resolution (hereinafter "land-use petitions"), proponents and opponents are allowed ten (10) minutes per side to present data, evidence and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. In the event a public hearing is conducted and final action on a land-use petition is deferred by the Board of Commissioners, a second public hearing (conducted under the same rules as set forth above) will be allowed when the petition is again considered by the Board of Commissioners following the deferral. No land-use petition shall be the subject of more than two (2) public hearings before the Board of Commissioners, regardless of the number of times final action is deferred by the Board of Commissioners, unless four or more members of the Board of Commissioners vote to conduct such additional public hearing(s). (Item #00-0570, 4/19/00 - Amendment #4)

Clerk's Note: State Law Mandates That the Time per Side Be Revised to 10 Minutes. (O.C.G.A. § 36-66-5)

4. Once the Public Hearing has concluded, the Chair shall so announce and the Board shall convene into open Executive Session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, have been placed in the public hearing segment of the agenda, or unless the Board by four affirmative votes has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.

**RULE TEN: AMENDMENTS TO THESE RULES.** Any amendment to these rules of order by a Commissioner shall be submitted to the Clerk in writing one week before the designated meeting. The proposed

amendment shall be included on the agenda for that meeting and distributed to all Commissioners. All amendments require four affirmative votes by the Board for adoption.

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

Commissioners shall hold one session on the first Wednesday of every month at the County site in the courthouse building or in such office as shall be prepared for them provided a majority of said Board convene in extraordinary session whenever in their judgment it may be necessary.

A regular meeting, except the first meeting of the month required by state law, may be canceled, rescheduled or moved to a new location within the County site by the Chair for any reason. Whenever the Chair cancels, reschedules, or moves the regularly scheduled meeting, it must be done in accordance with the *Georgia Open Meetings Act* which requires that notice of the change be posted for at least 24 hours at the place of the regular meeting. In addition, written or oral notice shall be given by the Clerk at least 24 hours in advance of the meeting to either the legal organ of the county or a newspaper having a general circulation at least equal to that of the legal organ and to each member of the Board. Other special meetings known as Special Call Meetings may be scheduled by the Chair at the request of four Commissioners. When emergency circumstances occur, the Board may hold a meeting with less than a 24-hour notice. When such meetings are held, the Clerk shall provide notice to the legal organ of the County or a newspaper with at least the general circulation of the legal organ and to each member of the Board as soon as practical. The notice shall include those subjects expected to be discussed at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given.

**RULE TWELVE: EXECUTIVE SESSIONS.** Executive Sessions of the Board may be held for the purpose of conducting business except by the Georgia Open Meetings Act requirements. Where a meeting is devoted in part to matters within the authorized exceptions to the Georgia Open Meetings Act requirements, any portion of the meeting not subject to any such exception shall be open to the public. No Executive Session shall be held except pursuant to a majority affirmative vote of the Board taken in a public meeting. The minutes of the public meeting shall reflect the names of the Commissioner present, those voting for the Executive Session and the reasons for the session. Only necessary staff shall be present at the Executive Session.

**RULE THIRTEEN: SUSPENDING THE RULES OF ORDER.** Rules of order may be suspended where a motion to suspend is properly moved and seconded. Rules of order in this context mean suspending the



order of business, moving an item up or down on the agenda, or removing an item from the agenda. Four affirmative votes shall be required to suspend the rules of order. Rules governing a quorum, voting methods and requirements, the notification to Commissioners of meetings and rules necessary for compliance with State and or Federal law may not be suspended.

**RULE FOURTEEN: PARLIAMENTARIAN.** The County Attorney shall serve as the Parliamentarian for the Board and in that capacity will answer to the Chair.

(original version, prior to amendments)

RESOLUTION TO ADOPT MEETINGS ORGANIZATION  
AND PROCEDURAL RULES  
FOR THE FULTON COUNTY BOARD OF COMMISSIONERS

WHEREAS, well organized meetings allow the Board of Commissioners the opportunity to reach decisions in an organized and fair manner; and,

WHEREAS, parliamentary procedure is the framework for organizing and conducting meetings; and,

WHEREAS, parliamentary procedure provides the rules by which the Board of Commissioners debates an issue and then comes to a decision,

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Board of Commissioners of Fulton County shall be conducted in accordance with the provisions of this meetings organization and procedures ordinance.

ADOPTED THIS 19th Day of January 1994

Mitch J. Skandalakis, Chairman, Board of Commissioners

Attest: Avarita L. Hanson, Clerk to the Commission

Approved as to Form:

Susan Forsling, County Attorney

Introduced By: Commissioner Tom Lowe

93-RC-701

O:\Procedural Rules for BOC 11-18-03.doc



CITY OF FAIRBURN  
CITY HALL  
56 Malone Street  
Fairburn, GA 30213  
February 12, 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:   | Pastor Gary Taylor             |
| IV.   | Pledge of Allegiance:   | In Unison                      |
| V.    | Presentation:   |                                |
| 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. January 22, 2018
  2. February 1-2, 2018 (Retreat)
- 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
- XII. Executive Session - None City Attorney
1. Approval of January 22, 2018 MINUTES
- 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

56 Malone Street SW

Fairburn, GA 30213

JANUARY 22, 2018

## MINUTES

### WORKSHOP

I. Meeting called to order

Mayor Hurst called the meeting to order at 6:00 PM at 56 SW Malone Street, Fairburn, GA 30213.

II. Roll Call

- a. Mayor Carr-Hurst
- b. Mayor Pro Tem Whitmore
- c. Councilman Heath
- d. Councilman Pallend
- e. Councilwoman Portis-Jones
- f. Councilman Smallwood

Jennifer Elkins, City Clerk called rolled and stated that all members of Mayor and Council were present.

III. Presentation

- a. IT in a Box – David Mims

Councilwoman Portis-Jones inquired about the services and pricing and does it include equipment and if not is there a plan.

Mr. Mims stated that all the software listed in the agreement was included and that the things not include would be things like the utility software, however, IT in a Box would help to procure those items either under the state contract or volume discount that IT in a Box received.

Councilwoman Portis-Jones inquired if everyone would have the same type of equipment.

Mr. Mims stated that IT in a Box would support scribed users and all of their devices, if you looked at page 4 of the agreement there are 112 scribed users and about 137 devices and additional servers all covered in the package.

Councilwoman Portis-Jones inquired if the employees would have the same type of equipment such as Dell, Apple or all different brands.

Mr. Mims stated that he always recommends standardizing.

Mayor Pro Tem Whitmore stated that he was concerned about the equipment throughout the City and identifying the equipment of where it is and then would audits be done.

Mr. Mims stated that there would be a network map and most of cities are about 10 years behind in technology when IT in a Box onboard we will begin stabilizing the environment, starting with higher risk, near term, and additional needs to budget for to help mitigate the environment.

Councilman Heath stated that the Police Department had a package for the body cameras that had unlimited storage.

Interim Chief Bazdylo stated that the body camera software did come with unlimited storage.

Councilman Heath inquired about picking and choosing services with IT in a Box.

Mr. Mims stated that 75% of cities do not have the luxury of picking servers that they can afford for data storage it is only when it becomes an issue that something is added. Mr. Mims also stated that at renewal time for the body camera software that IT in a Box could help assess if the storage option was needed.

Councilman Heath inquired about hard drives stored at the city.

Mr. Mims stated that IT in a Box works toward federal, state and local retention policies by doing 2 components: 1) monitoring and 2) test on a quarterly basis. Further, Mr. Mims stated that there was an onsite back-up and then an offsite back-up.

Donna Gayden, City Administrator, stated that all computers will be inventoried and tagged.

Councilwoman Portis-Jones stated that the price that we have is for 7 months, what are the factors that would escalate the cost in the next budget cycle.

Mr. Mims stated that the fees are locked on an annual basis, however, the things that would escalate the cost would be things there are in additions to the network such as the utility building software.

Mayor Carr-Hurst stated that this was agenda item number 4 for approval tonight.

b. Collaborative Firm LLC

Michael Hightower stated that as part of the packet tonight was the approval of a Task Order for planning and economic development services with Kayin Jones serving as Director of Economic Development, the packet contained the work plan for the year with the additional \$29,000 that the City chose to hold off on in last year's budget, Task No. 1 is zoning code audit kicked off this initiative last year get to more stable point started to do in moving through the city's zoning ordinance and bring into alignment with the city's comprehensive plan. Working with planning staff on the zoning map.

Michael Hightower stated that the zoning ordinance is a normal process done throughout the cities and that he is currently working on one for the City of Tyrone and College Park, he is also working on the comprehensive plan for the City of Stonecrest and that the Firm had 11 planners on staff for that type of work.

Donna Gayden, City Administrator, stated that there was a timeline in the packet.

Mayor Pro Tem Whitmore stated that in communicating with Planning and Zoning there was some discussion of residential areas in Rivertown Road area and if that was still the same thought process.

Tarika Peeks, City Planner, stated that she had spoken with the Collaborative Firm about that, however, some changes to the comprehensive plan were needed.

Councilwoman Portis-Jones stated that she attended several of classes that at Mayor's Day Conference strategic planning was at the center of those and we are now talking about several components of those but are we doing those absent a strategic plan or do we have a strategic plan?

Mr. Hightower replied that normally adoption of comp plan and zoning ordinance those are the policy documents that are regarded by the Department of Community Affairs.

Ms. Amanda with the Collaborative Firm stated that the comprehensive plan is our framework for the strategic plan and the other development plans that the City has adopted and we will look at all of those to see if they inline more strategically right now it is not because we have updated the Comprehensive Plan which is really the development comprehensive plan zoning guidance and the goal is to move everything towards that to get everything in alignment.

Councilwoman Hattie Portis-Jones stated that the Comprehensive Plan is our guiding document.

Mr. Hightower stated that typical the comp plan is the strategic document and previously the City involved two years ago to have an economic development strategic plan and was Fairburn's first guiding principal. Last year we implemented some of those

steps. In step 2, overview of 2018, outline clear protocols for routine task, looking at a variety of new ideas, Betty Hannah Campus looking at RFP for help to fill the building; 1) Betty Hannah Campus marketing, 2) explore downtown activity development, 3) along Hwy 74 how get off the ground talking to site locaters expect to have better aggressive effort on documenting who we are and what we got; 4) meeting with Ms. Gayden again this week regarding marketing strategy; how to build upon some of those things restaurant association, ICSC documented contacts – another piece that talks about broadband.

Kayin Jones, Director of Economic Development, thanked Mayor and Council for allowing him to speak and stated that since he has been with Fairburn he has conducted a review of Comprehensive Plan, Hwy. 74 met with developers and restaurants, establish business alliance for Hwy 74, drafting Real Estate Services RFP to pair restaurant owners with land owners, Betty Hannah Campus will produce a white paper regarding use of the facility, still looking at draft RFP for additional services that can go into the Betty Hannah facility, Hudson Plaza development and business development breakfast, establishing DDA and Main Street Program, Mr. Hightower reference what we are doing with the marketing plan meeting with the City Administrator to determine what our needs are; additionally, Mr. Ridgeway took me to the Municipal Cities of Georgia and they have a lot of resources that we could take advantage of, finally had pleasure of meeting with Chapin Payne regarding Duncan Park and Parks and Recreation initiatives and we are looking to engage with the Hawks, Falcons and Braves to see what they can do for us.

Mr. Hightower stated that last year Ed brought 2 tours to the Betty Hannah Campus one was Electric Cities and the other was Metropolitan College one of the things that we are doing now is the time to put-up or shut-up or could be time to go to a different level may be go to the Board of Regents need to think out of the box to bring other resources that we have not asked for before.

Councilwoman Portis-Jones stated that Mr. Jones mentioned about Hudson Plaza and its owner that she was under the assumption that the owner was somewhat difficult to contact and are they receptive.

Mr. Jones stated that he had just begun to dialogue with the owner.

Mr. Hightower stated that last year we had started a conversation about annual business recognition and having the businesses come before Mayor and Council and having ambassador's and work with Tarika on establishing the Main Street Program.

Councilwoman Hattie Portis-Jones stated that she appreciated new businesses and new economic development needs care and feeding of existing businesses and inquired what are we doing to formalize a program to let them know that we care about them, appreciate them, and frankly they have ideas and they know people as well.



Mr. Hightower stated that the City held a breakfast around June of 2016/2017 at the hotel but I think that coming out of this “bible” are several specific activities including how we institutionalize regular business retention things this is not a happenstance process there will be certain times of the year that we have business retention so it will be institutionalized.

Mr. Jones mentioned having a business mentoring program.

Mr. Hightower stated that he had spoken with the chamber about how to spotlight Fairburn.

Councilman Heath inquired if the Collaborative Firm was working with Connect South Fulton, in that he had not heard anything about that initiative.

Mayor Carr-Hurst stated that they had a meeting scheduled on the 31<sup>st</sup>, however, the City would not be able to attend due to the Retreat.

Mr. Hightower stated that Connect South Fulton had hired a new Executive Director, Michael Davis.

Mayor Carr-Hurst stated that she would be meeting with Mr. Davis this week.

Mayor Pro Tem Whitmore stated that in other business relationships Fairburn is being mentioned in context of Aerotropolis.

Mr. Hightower stated that it is correct and had a meeting at the Betty Hannah Campus regarding workforce last year and tying into that is Mr. Jones idea of bring workforce development training to the Campus.

Mayor Carr-Hurst stated that this would be item number 4 for approval.

#### IV. COUNCIL DISCUSSION

Councilman Heath stated that he would like to tell the Department Heads how wonderful it was to have electricity during the snow storm y’all are doing an excellent job and keep up the good work.

Mayor Pro Tem Whitmore stated that he wanted to thank the Street Department for their work during the storm and that he was happy to see that people could drive and get through the streets.

#### V. REVIEW OF AGENDA ITEMS

Mayor Carr-Hurst stated that the appointments for the Board of Appeals were on the agenda and that a nomination from Councilman Pallend was needed.

Councilman Pallend stated that he would appoint James Sumners to the Board.

Mayor-Carr-Hurst stated that the appointees will be voted on tonight and that it was her understanding from the City Attorney that they will be official on Friday of this week due to a matter pending before the current board.

Mayor Carr-Hurst stated that the 2018 Mayor and Council schedule was in the packet and would be placed on the consent agenda.

Mayor Carr-Hurst stated that the item for the Collaborative Firm was on the full agenda.

Mayor Carr-Hurst stated that the IT in a Box item was on the full agenda.

Mayor Carr-Hurst stated that Community Development, Lester Thompson, was bring forward Supplement No. 1 on the Oakley Industrial Blvd widening project and this will allow for the City to receive reimbursement funds.

Mayor Carr-Hurst inquired if there was a timeline for receiving the funds.

Mayor Carr-Hurst stated unless there was any objection the matter would be placed on the consent agenda.

Mayor Carr-Hurst stated that Parks and Recreation, Chapin Payne, was bring forward a contract for South Fulton Little League and everything was standard except the additional fees for deposits.

Councilwoman Portis-Jones stated that representatives from South Fulton Little League had come forward with concerns and starting the program.

Ms. Payne stated that she had met with them several times and that the Parks and Recreation Department will be responsible for the 3, 4, and 5 year programs and South Fulton Little League will run the 7 -14 year olds. Further, Ms. Payne stated that the Department will still monitor the program and Union City and College Park would participate in the little league program.

Councilwoman Portis-Jones inquired in there was a conflict with kickball.

Ms. Payne stated that she had not received a contract from them yet.

Mayor Pro Tem Whitmore inquired if there would be volunteer coaches and if it was toss ball or hit ball.

Councilwoman Portis-Jones inquired about the flag football program that was interested in coming.

Ms. Payne stated that she had reached out to them, however, that the program had been located somewhere else.

Mayor Carr- Hurst inquired if there were any objection to placing this on the consent agenda.

Ms. Payne stated that the Duncan Park Season schedule that was provided for consideration needed to be amended to add the senior pass of \$25.00.

Mayor Carr-Hurst inquired about complimentary party passes.

Ms. Payne stated that the passes would not be issued and that the Department was looking at other options for incentives.

Randy Turner, City Attorney, stated that the vote needed to reflect the addition of the senior pass to the schedule.

Mayor Carr-Hurst stated that the item would be placed on the regular agenda with the addition of the senior pass.

VI. ADJOURN

Mayor Carr- Hurst adjourned the meeting at 6:58 PM.

CITY OF FAIRBURN  
56 Malone Street SW  
Fairburn, GA 30213

JANUARY 22, 2018  
MINUTES

COUNCIL SESSION

I. MEETING CALLED TO ORDER

Mayor Carr-Hurst called the meeting to order at 7:01 PM at 56 SW Malone Street, Fairburn, GA 30213.

II. Roll Call

1. Mayor Carr-Hurst
2. Mayor Pro Tem Whitmore
3. Councilman Heath
4. Councilman Pallend
5. Councilwoman Portis-Jones
6. Councilman Smallwood

Jennifer Elkins, City Clerk called rolled and stated that all members of Mayor and Council were present.

III. Invocation – Minister Danita Jones

IV. Pledge of Allegiance – In Unison

V. Presentation – none

VI. Public Comments

James Sumners, 112 Shannon Chase Ct., Mr. Sumners' commented on the leak on Fayetteville Rd. that has been going on for over a year now and stated that it is impossible to avoid the big hole, if traffic is coming in the other direction. Further, Mr. Sumners stated that he thought the City should fine the City of Atlanta Water Authority for the problem. Mr. Sumners inquired about IT in Box, if the price of servers were included and would the City own the equipment and back-up data.

Mayor Carr-Hurst stated that the issues raised would be referred to the City Administrator and a prompt response would be forth coming.

VII. Adoption of Council Agenda Items

Mayor Carr-Hurst stated that the items to be placed on the Regular Agenda were items numbers 3, 4, and 7.

**MOTION: Councilman Pallend made a motion Councilman Heath seconded a motion to approve the Council Agenda as items 3, 4, and 7. Motion carried 5-0.**

Mayor Carr-Hurst stated that the items to be placed on the Consent Agenda were item numbers 2, 5, and 6.

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Smallwood seconded a motion to approve the Consent Agenda item numbers 2, 5, and 6. Motion carried 5-0.**

- VIII. Adoption of City Council Minutes  
December 11, 2018  
January 8, 2018

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Smallwood seconded a motion to approve the Minutes of December 11, 2017. Motion carried 5-0.**

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded a motion to approve the Minutes of January 8, 2018.**

**Discussion: Councilwoman Portis-Jones stated that she had an amendment to the Minutes with the word "Pastor" be added before Charles Ramsey under the Oath of Offices and ask if the program for the meeting be included for the Minutes and that all minutes be marked draft until approved by this body. Motion carried 5-0.**

- IX. Agenda Item
1. Mayor and Council Board Appointments  
Mayor Hurst – Brenda Cooper  
Councilman Smallwood – Larry Portee  
Councilwoman Portis Jones – Thomas Cochran  
Councilman Heath – Derek Jones  
Councilman Pallend – James Sumners

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded a motion to approve the appointments as published with the addition of Councilman Pallend's appointment of James Sumners.**

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded a motion to amend the previous motion to state that the appointments would be effective January 26, 2018.**

**Discussion: Councilwoman Portis-Jones inquired for the records the reason for the delay. Randy Turner, City Attorney, stated that there was a matter pending before the current board and that this would allow them to handle the issue and also allow for time for the new Board members to be trained.**

**Motion carried 5-0.**

2. Task order Collaborative Firm

Mayor Carr-Hurst stated that before the Council was a request for a Task Order with the Collaborative Firm to provide for planning and economic development task and the recommendation was for approval.

Mayor Carr-Hurst stated that the amount of the Task Order was \$164,525.00.

**MOTION: Councilman Heath made a motion Councilwoman Portis-Jones seconded a motion to approve the Task Order No. 1 for the Collaborative Firm, LLC in the amount of \$164,525. Motion carried 5-0.**

3. IT in a Box

David Mims stated that in Council Packets was an Agreement for IT in a Box.

Councilman Heath stated that Mr. Sumners' had brought up a good question as to what would happen to the equipment purchased and the City's data if the contract was cancelled.

Mr. Mims replied that the equipment at the Data Center belong to IT in a Box however any equipment on premise and purchased by the City were City owned assets and all data belongs to the City.

Councilwoman Portis-Jones inquired what the transition process would be if the City and IT in a Box parted ways.

Mr. Mims stated that all data would remain with the City and that IT in a Box would work with the other person to insure a smooth transition.

**Mayor Carr-Hurst stated all those in favor say "aye."**

**Mayor Pro Tem Whitmore, Councilman Heath, Councilman Smallwood, Councilman Pallend and Councilwoman Portis-Jones stated Aye.**

**Mayor-Carr Hurst asked for those opposed.**

**No response was given.**

**Motion carried 5-0.**

4. Operating schedule Duncan Park 2018

Chapin Payne, Parks and Recreation Director, stated that in the Agenda Packet was the 2018 Duncan Park season schedule with the exception of the senior pass of \$25.

**MOTION: Councilwoman Portis-Jones made a motion Councilman Heath seconded a motion to approve the 2018 Duncan Park Schedule. Motion carried 5-0.**

**MOTION: Councilwoman Portis-Jones made a motion Councilman Heath seconded a motion to amend the previous motion to include in the 2018 Duncan Park Schedule a senior pass for \$25 per person. Motion carried 5-0.**

X. Council Comments

Councilwoman Portis-Jones wished a Happy New Year to all of those that she had not seen and appreciated being those that were present and look forward to you engaging Mayor and Council for the betterment of the City.

Councilman Pallend stated that he was looking at the clock and had no comments.

Councilman Smallwood stated that he would like to thank the citizens of Fairburn for the opportunity and looked forward to working with everyone and a Bishop of his used to say if you are the smartest person in the room then you need to change rooms and I am among some smartest people and I want to let Fairburn know that you are in some good hands with Fairburn from the attorney, to all Councilmembers and Mayor and all those that have welcomed me aboard this is a topnotch city and I look forward to serving.

Councilman Heath thanked those that voted for him and those that did not vote for him he stated that he would like to earn their respect; it had to be a God thing just so thankful to serve another 4 years, so thankful for a group of individuals that supported him. Councilman Heath stated that his experience with the snow use to be if heavy rain came then his lights would go out and that it would get hot sometime especially in the summer however since Mr. Ridgeway has put those things on the lines he has not had a problem with the electricity at all and it is so nice to know that can go to bed and get good night sleep. Councilman Heath stated that he appreciated the honor of serving and thanked everyone for coming out.

Mayor Pro Tem Whitmore acknowledge Police and Fire Department, Chaplin Pastor Taylor who was present, wanted to let everyone know that we just concluded 4 days of training at Mayor's Day and when you have your public officials take advantage of the training that is afforded us by GMA it let's you know that your money is being well spent each of us attended classes and are coming back with additional knowledge and somethings that we want to look at and what will fit best for the City of Fairburn; the Mayor received an award of the Certificate of Distinction for completing over 204 hours of training. Further, Mayor Pro Tem Whitmore stated that we are "proud of you Mayor." Also, welcome to Mr. Smallwood, looking forward to working with you, IT in a Box we talked to you about year ago and the City of Fairburn is looking forward to what you can do for us.

Mayor Carr-Hurst stated that the City Administrator and she were working diligently toward some of the past and present initiatives for the City, completed last week customer service training for all of our employees and very proud of that. Mayor Carr-Hurst stated that she would like to congratulate and welcome back Councilman Heath, Councilwoman Portis-Jones and congratulations Councilman Smallwood on their election and welcome back Councilman Pallend.

**MOTION: Councilman Heath made a motion Councilman Pallend seconded a motion to adjourn into executive session for litigation matters at 7:33 PM. Motion carried 5-0.**

XI. Executive Session

Mayor Carr-Hurst reconvened the meeting at 7:34 PM.

No action taken.

**MOTION: Councilman Heath made a motion Mayor Pro Tem Whitmore seconded a motion to adjourn Executive Session at 7:46 PM. Motion carried 5-0.**

**MOTION: Mayor Pro Tem Whitmore made a motion Councilman Smallwood seconded a motion to enter into a Settlement and Release Agreement between Lockridge Outdoor Advertising v. City of Fairburn, Georgia, et al., CAFN 2016CV273176, in the Superior Court of Fulton County, State of Georgia; and Lockridge Outdoor Advertising v. City of Fairburn, Georgia, et al., CAFN 1:16-cv-02422, in the U.S. District Court of the Northern District of Georgia. Motion carried 5-0.**

**MOTOIN: Councilman Heath made a motion Mayor Pro Tem Whitmore seconded a motion to enter into a Settlement and Release Agreement with Georgia Tree Company v. City of Fairburn, CAFN 16EV005130, in the State Court of Fulton County, State of Georgia. Motion carried 5-0.**

XII. Adjournment

**MOTION: Councilman Heath made a motion Mayor Pro Tem Whitmore seconded a motion to adjourn the meeting at 7:47 PM. Motion carried 5-0.**

Respectfully submitted,

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Jennifer Elkins, City Clerk

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Elizabeth Carr-Hurst, Mayor





Mayor and Council Retreat

100 Rue Charlemagne Drive

Braselton, GA 30517

February 1, 2018

9:00 AM

1. Invocation and Welcome – Mayor Pro Tem Whitmore  
The meeting was called to order at 9:00 AM at 100 Rue Charlemagne Drive, Braselton, GA 30517.

2. Welcome – Mayor Hurst

Present:

Mayor Elizabeth Carr- Hurst

Mayor Pro Tem James Whitmore

Councilman Alex Heath

Councilwoman Hattie Portis-Jones

Also Present:

City Administrator – Donna Gayden

City Clerk – Jennifer Elkins

Special Projects – Shana Moss

Economic Development Director – Kayin Jones

3. Purpose – Donna Gayden, City Administrator  
Looking forward and purpose getting vision and mission for the next year. Looking forward to taking back knowledge that I gain back to the team and acting as one. Meeting passing out new policies and is one of many to come as we update Fairburn and move forward.
4. Pena Global Consulting - Rico Pena  
What is the mission for the city of Fairburn?

The Mayor and Council discuss what a mission and vision statement should include about Fairburn.

The following are the rough drafts of vision statements that were discuss:

"The vision for the City of Fairburn is to be a featured destination that is both active and modern where you can live, work and play to be a progressive city that creates a multigenerational balance while maintaining their close knit community."

"The vision for the City of Fairburn is to be a featured destination that is progressive while maintaining a balance of a small town and close knit community being both activity and modern while providing a multigenerational balance that you can live, work and play in."

"To become a vibrant featured destination that is progressive and multigenerational where you can Live work and play while maintaining a small town feel."

"The vision for the City of Fairburn is to become a vibrant featured destination that is a progressive and multigenerational where you can work, live, and play while maintaining a safe home town feeling."

The meeting recessed at 12:00 Noon for lunch.

The meeting reconvened at 1:05 PM.

5. Mill Graves with ECG

Mr. Graves gave an overview of ECG's services and how they can help the City of Fairburn.

6. Rico Pena

Mr. Pena worked further with the Mayor and Council on a vision statement. The working vision statement was as follows:

"become a vibrant destination that is a progressive and multigenerational where you can work, live, and play while maintaining a safe home town experience."

Mr. Pena reviewed the TTI Success Insights reports and explained how the reports would help each member of the team better work with one another. Further, Mr. Pena stated that he would provide a team report.

Mr. Pena stated that Mr. Mills had some great suggestions on the vision by taking out "featured" and including "experience" and asked everyone to think about the suggestion for discussion tomorrow.

The meeting adjourned at 5:00 PM.



Mayor and Council Retreat

100 Rue Charlemagne Drive

Braselton, GA 30517

February 2, 2018

9:00 AM

1. Present:

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

Also Present:

City Administrator – Donna Gayden  
City Clerk – Jennifer Elkins  
Special Projects – Shana Moss  
Economic Development Director – Kayin Jones

Absent:

Councilman Pat Pallend  
Councilman Ulysses Smallwood

2. Jim Elliot, Attorney for Warner Robins, GA (PowerPoint Presentation)

Mr. Elliot discussed with Mayor and Council Minutes, Robert Rules of Order and Council Meeting Decorum.

Recessed at 10:00 AM

Reconvened at 10:30 AM

Mr. Elliot gave examples of several cities Minutes for the Mayor and Council to review.

The group stated that they liked the style of the Minutes from Warner Robins, Georgia.

Recessed at 11:00



Reconvened at 11:28 AM

3. Rico Pena, Facilitator

Mr. Pena stated that he had reviewed other cities mission and vision statements to see what value could be built on the vision and mission statement that the Mayor and Council had discussed the prior day.

Listen to clarify some actions and focus and there is a Council mission and the City's mission:

Council Mission:

To maintain the highest standard of professionalism, decorum and integrity for the office, position and citizens while placing the City's future, health and well-being above all else.

City Mission:

To be dedicated to the revitalization economic growth and preservation of the small town experience of the City of Fairburn.

Mr. Pena reminded the group that the mission statement clarifies what you do and why you do it and asked the group for their thoughts. Mr. Pena asked everyone to consider the Council mission statement.

The Council agreed with the Council mission statement.

Mr. Pena stated that he reviewed several cities vision statement.

"In support of the Fairburn vision the City Council shall encourage and maintain their small town experience, meet and exceed their public safety needs, develop an environment for business growth and sustainable success, promote sustainable projects and activities that encourage visibility and quality of life, while preserving and improving historic and neighborhood quality of life resource conditions all the while listening and being transparent with the public."

Mr. Pena stated that this would be an example of the mission statement for the Council.

Mr. Pena stated that another example of the vision would be:

"Fairburn will be a vibrant city that is recognized nationally as a progressive community where multiple generations can experience a small town feel, can live safely, business can flourish and succeed in a sustainable environment with exceptional education and growth options."

Mr. Pena stated that another version would be:

"Fairburn will be a vibrant destination recognized nationally as a progressive small town experience where multiple generations can live safely and flourish and succeed in a sustainable environment with exceptional education, quality of life and community."

The group stated that they like the first option better.

Mr. Pena stated that these options would allow the group to build upon the statements that all members present. Further, Mr. Pena stated that all of the cities are successful right now have vision and mission statements.

Mr. Pena asked if anyone had comments on what was learned the day before.

Mayor Hurst stated that she had realized that everyone brings something to the table and that she wanted to be conscious of that and not that taking favoritism with him or anyone else just want to incorporate everyone into this government.

Mr. Pena stated that as a leader that is exactly what you should be doing and the adjustment here is to recognize that they are not speaking my language or how I prefer it does not diminish the value which they bring however as a leader I need to tone everything down, listen and comprehend where they are coming from.

Mr. Pena reviewed with the group the characteristics of the behavioral insights that were being studied: dominance, influencing, steadiness, and compliance.

#### 4. Wrap-up – Mayor Elizabeth Carr-Hurst

Mayor Hurst passed out several documents that she wanted to bring before the Council; the first document was procedural rules a sample of Fulton County's and a draft document that Randy Turner, City Attorney had prepared. The Mayor asked that the Council read both documents and see what could be incorporated so that the City may put some rules of decorum in place and stated that this item would be placed on the agenda in the next couple of weeks. The second document was a "Win"dex Award which is an initiative that the Mayor would like to give out to business around the City, small or large, that have taken pride in the way that their business looks. Further, Mayor Hurst stated that the City was planning a breakfast with the businesses on the 21<sup>st</sup> and will bring the award forward at that time. The last document was the "LLL" which is "Listen Lead and Learn" in which the Mayor stated would be an opportunity for the Mayor and Council to meet with our citizens on a quarterly basis by inviting them out for water, soda, popcorn. Mayor Hurst stated that citizens only get 3 minutes at Council meeting and this would give them a forum with the whole Council.

Mayor Hurst asked that the Council please review these items and that she would have the meetings set-up and stated that the newsletter was going to be revamped.

Mayor Hurst thanked everyone for coming and stated that this was the first of many retreats to help move the City forward and thanked Mr. Jones for his work and stated that he has so many ideas and we will see something major in the next two years and I do not know what I would do

without Donna and Jennifer has come on board and she is great and Shana is always there and did all of this.

Donna Gayden, City Administrator stated that she appreciated all of the Mayor and Council and that she did not have all the answers but would research what needed to be researched to find the answer and that Mr. Pena would be coming back to work with the leadership team in that he has done an excellent job facilitating this retreat.

5. Kayin Jones, Director of Economic Development (PowerPoint Presentation)

Mr. Jones gave an overview of the Economic Development Department activities and upcoming project.

The meeting adjourned at 2:35 PM.

Respectfully submitted,

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Elizabeth Carr-Hurst, Mayor

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Jennifer Elkins, City Clerk





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GEORGIA**  
Carl Vinson  
Institute of Government

## **Successful meetings for Fairburn**

Jim Elliott  
City Attorney  
Warner Robins, Georgia

PROMOTING EXCELLENCE IN GOVERNMENT

## **AGENDA**

1. Welcome & Introduction
2. Overview of Meetings
3. Planning for the Meeting - Agendas
4. Using Robert's Rules to Conduct Successful Meetings
5. Meeting Follow-Up - Minutes



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## **What is a "public meeting?"**

- A meeting occurs when a quorum of a city council (or of another governing body, agency, or committee) gathers either to discuss city business or any other public matter, to take official action, or to discuss or formulate recommendations on city business or policy. The meeting may be a regular council meeting, a special called meeting, or an ad hoc/informal gathering.



Carl Vinson  
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## **Things that go wrong**

- Conflicting recommendations
- Rippling effect of lack of trust
- Staff given conflicting directions
- Fights over the minutes mask hidden agendas
- Complaints about poor communication usually mask other agendas too
- Abuse/misunderstanding of parliamentary procedure



Carl Vinson  
Institute of Government  
UNIVERSITY OF GEORGIA

## ESTABLISH THE TONE FOR THE MEETING EARLY



"Bad euv comin' in, Arnie! ... Minor key!"

## Conducting Meetings

- Use of and rules concerning public forum
- Recording votes (what to do about abstentions)
- Conflict of Interest
- Making staff presentations
- Avoiding the appearance that decisions have been made in advance
- Public Hearings

## Items for Council Rules

- Notification of times and dates of regular meetings
- Procedures for calling special meetings
- Attendance at meetings expected
- Contents of meeting information packets, and time of distribution
- Voting procedures
- Quorum rules
- Public hearings rules
- Absence of the presiding officer
- Order of the agenda
- Changing the established order of the agenda
- No action on public forum items, except for emergency

## Items for Council Rules

- Limits on speaking (for members or the public)
- Parliamentary procedure manual used/referenced
- Conduct of meetings (decorum of council members; disorderly conduct)
- Public participation rules other than limits on speaking
- Type of minute preparation/style
- Committees (establishing; process for making appointments; duties and responsibilities)
- How often resolutions and ordinances must be read and voted upon
- Getting the floor and making remarks through the chair
- When and how the rules of order may be suspended



## Records, Minutes & Documents

1. Why are accurate minutes important?
  - historical record, legal document of action taken, future research & retrieval
2. Types of public meeting minutes:
  - verbatim minutes
  - summary minutes
  - action minutes
3. Amending & Voting (or not) to approve minutes

## O.C.G.A. § 50-14-1(e):

(2) (A) A summary of the subjects acted on and those members present at a meeting of any agency shall be written and made available to the public for inspection within two business days of the adjournment of a meeting.

(B) The regular minutes of a meeting subject to this chapter shall be promptly recorded and such records shall be open to public inspection once approved as official by the agency or its committee, but in no case later than immediately following its next regular meeting; provided, however, that nothing contained in this chapter shall prohibit the earlier release of minutes, whether approved by the agency or not. Such minutes shall, at a minimum, include the names of the members present at the meeting, a description of each motion or other proposal made, the identity of the persons making and seconding the motion or other proposal, and a record of all votes. The name of each person voting for or against a proposal shall be recorded. It shall be presumed that the action taken was approved by each person in attendance unless the minutes reflect the name of the persons voting against the proposal or abstaining.

(C) Minutes of executive sessions shall also be recorded but shall not be open to the public. Such minutes shall specify each issue discussed in executive session by the agency or committee. In the case of executive sessions where matters subject to the attorney-client privilege are discussed, the fact that an attorney-client discussion occurred and its subject shall be identified, but the substance of the discussion need not be recorded and shall not be identified in the minutes. Such minutes shall be kept and preserved for in camera inspection by an appropriate court should a dispute arise as to the propriety of any executive session.

### *What kind of remarks are forbidden under Robert's Rules?*

Personal remarks (about a person's individual qualities, rather than views)  
 Insulting language, personal attacks, profanity and vulgarity  
 Inflammatory remarks  
 Remarks about another member's motives (except conflict of interest)  
 Criticizing a past action of the group, unless the topic is under discussion by the group as a whole, or the member plans to introduce a motion to amend or rescind  
 Remarks that are not germane to the topic under discussion

### How are motions classified?

- Main Motions
- Subsidiary Motions
- Privileged Motions
- Incidental Motions

### Precedence

- Privileged Motions
  1. Adjourn
  2. Recess
  3. Question of privilege
- Subsidiary Motions
  4. Lay on the table
  5. Previous question (end debate)
  6. Limit or extend debate
  7. Postpone to a certain time (or indefinitely)
  8. Commit or refer (to committee)
  9. Amend
- Main Motion

### How should a motion progress?

- Member addresses Chair
- Member is recognized
- Member proposes motion
- Another member seconds; no discussion without one
- Chair states motion
- Board discusses motion
- Chair takes the vote
- Chair announces result of vote

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City of Warner Robins  
City Council Meeting  
Minutes

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Monday, December 18, 2017

6:11 PM

Council Chamber Room

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**Regular Meeting of the Warner Robins City Council**

**Presiding:** Mayor Randy Toms

**City Officials Present:**

Councilwoman Carolyn Robbins  
Councilman Tim Thomas  
Councilman Mike Davis

Councilman Chuck Shaheen  
Councilman Clifford Holmes  
Councilman Keith Lauritsen

**Opening Prayer:** Councilman Thomas

**Pledge of Allegiance:** Councilman Shaheen

**Call to Order:** 6:11 pm

**Adoption of the Agenda:** Councilman Thomas moved to adopt the agenda as presented. Councilman Holmes seconds the motion. Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for adoption of the agenda.

**Proclamations, Awards and Presentations:** none.

**Action Items:**

Action Item 1      Presentation of Minutes.	
The minutes of the last regular meeting of December 04, 2017 were presented for approval.	
Motion:	Councilman Davis moved to approve the minutes of the regular meeting of December 04, 2017.
Second:	Councilman Holmes.
Outcome:	Councilwomen Robbins, Councilman Davis, Holmes, Lauritsen and Thomas voted for approval of the minutes of December 04, 2017. Councilman Shaheen abstained.

Action Item 2	Purchasing Bids.
Purchasing Bid List items, attached hereto, were presented for approval.	
Motion:	Councilwoman Robbins presented and moved to approve the bid list items one to six.
Second:	Councilman Shaheen.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval of these purchases.

Action Item 3	Ordinance #61-17 – Amendment of Chapter 6 of the City Code/Buildings and Building Regulations, and for other purposes.
<p>Ordinance #61-17 of the Mayor and Council of the City of Warner Robins hereby amending Chapter 6, Buildings and Building Regulations as follows:</p> <p>The applicable provisions of Chapter 6 of the code are amended to reflect the addition of the following State-mandated codes and their respective amendments:</p> <ul style="list-style-type: none"><li>• International Building Code, 2012 Edition, with Georgia Amendments <b>(2014) (2015) (2017) (2018)</b></li><li>• International Residential Code, 2012 Edition, with Georgia Amendments <b>(2014) (2015) (2018)</b></li><li>• International Fire Code, 2012 Edition, with Georgia Amendments <b>(2014)</b></li><li>• International Plumbing Code, 2012 Edition, with Georgia Amendments <b>(2014) (2015)</b></li><li>• International Mechanical Code, 2012 Edition, with Georgia Amendments <b>(2014) (2015)</b></li><li>• International Fuel Gas Code, 2012 Edition, with Georgia Amendments <b>(2014) (2015)</b></li><li>• National Electrical Code, 2017 Edition</li><li>• International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments <b>(2011) (2012)</b></li><li>• International Swimming Pool and Spa Code, 2012 Edition, with Georgia Amendments <b>(2014)</b></li></ul> <p>The following permissive codes are adopted for enforcement in the City:</p> <ul style="list-style-type: none"><li>• International Property Maintenance Code, 2012 Edition, with Georgia Amendments <b>(2015)</b></li><li>• International Residential Code Appendix S – Tiny Houses</li></ul>	



Motion:	Councilman Holmes presented Ordinance #61-17, moved to waive the second reading of Ordinance #61-17 and moved for approval of Ordinance #61-17.
Second:	Councilman Thomas.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

<b>Action Item 4</b>	<b>Ordinance #62-17 – Amendment of Ordinance #58-17/Panhandling, Section VI(c)(2)(a), and for other purposes.</b>
<p>Ordinance #62-17 of the Mayor and Council of the City of Warner Robins hereby amending Ordinance #59-17/Regulation of Panhandling, Section VI(c)(2)(a), as follows:</p> <ul style="list-style-type: none"> <li>that section VI(c)(2)(a) of ordinance no. 58-17, adopted on December 4, 2017, be amended to allow the designation of 60 days per year exempted from the requirements of the ordinance for charitable initiatives.</li> </ul>	
Motion:	Councilman Lauritsen presented Ordinance #62-17, moved to waive the second reading of Ordinance #62-17 and moved for approval of Ordinance #62-17.
Second:	Councilwoman Robbins.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

<b>Action Item 5</b>	<b>Ordinance #63-17 –Annexation/.7 acres of tax parcel 77D209, located on Chilton Place, per a petition by JTS Realty Investment, Inc.; and a zoning request for the annexed property of C-2 (General Commercial District) City; and for other purposes.</b>
<p>Ordinance #63-17 of the Mayor and Council of the City of Warner Robins annexing all that tract or parcel of land situate, lying and being in Land Lot 189 of the 10<sup>th</sup> Land District of Houston County, Georgia, comprising of 0.70 acre tract of land being more particularly shown on a compiled annexation and rezoning plat "Crossfit Wartown", prepared by Ocmulgee, Inc., dated October 27, 2017. Said tract of Land being a portion of Parcel No. 77D209, as shown on a boundary plat prepared for LeClay, Inc., by McDougald &amp; Associates Land Surveying, Land Planning, &amp; Design, dated November 15, 2002, being filed of record in Plat book 60, Page 13, Clerk's Office, Houston Superior Court; and, a zoning request for same property of C-2 (General Commercial District) City, per a petition made by JTS Realty Investment, Inc., represented by Mr. Colin Williams,</p>	

Motion:	Councilman Thomas presented Ordinance #63-17, moved to waive the second reading of Ordinance #63-17 and moved for approval of Ordinance #63-17.
Second:	Councilman Davis.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.
Motion:	Councilman Thomas moved to approve the zoning request of C-2 (General Commercial District) City for this property being annexed.
Second:	Councilman Davis.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

#### Action Item 6 Resolution – Employee Promotion.

A Resolution of the Mayor and Council of the City of Warner Robins approving the following employees for promotion as recommended by their respective Department:

- Michael L. Fennell, promoted from Police Sergeant, Job Class #635, Grade 18, Police Department, to Police Lieutenant, Job Class #631, Grade 20, Police Department, to be effective December 18, 2017.
- Michael S. Buckner, promoted from Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to be effective December 18, 2017.
- Robert V. Burston, promoted from Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to be effective December 18, 2017.
- James C. Evans, promoted from Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to Fire Lieutenant, Job Class #524, Grade 18, Fire Department, to be effective December 18, 2017.
- Jonathan D. Clark, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective December 18, 2017.
- Isaac Garcia, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective December 18, 2017.
- Andre D. Grace, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective December 18, 2017.
- Kevin C. Thomas, promoted from Utilities Maintenance Worker I (Water), Job Class #917, Grade 8. Utilities Department, to Gas Service Worker, Job Class #919, Grade 9, Utilities Department, to be effective December 18, 2017.

Motion:	Councilman Shaheen presented this resolution and moved for its approval.
Second:	Councilwoman Robbins.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

<b>Action Item 7</b>	<b>Resolution – Memorandum of Understanding with Houston County School District and the City of Warner Robins; Development of a joint use Tennis Facility.</b>
A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to negotiate a memorandum of understanding with the Houston County School District for development and construction of a joint use tennis facility, with the City's financial commitment not to exceed \$1.2 million.	
Motion:	Councilman Davis presented this resolution and moved for its approval.
Second:	Councilman Holmes.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

<b>Action Item 8</b>	<b>Resolution – Workers' Compensation Claims Administration and Re-Insurance Agreements/Brentwood Services and Mid West Employers Casualty Company.</b>
A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute agreements with Brentwood Services for program development, claims administration and financial analysis of the City's Workers Compensation Self-Insurance Program, and for re-insurance through MidWest Employers Casualty Company for a period of one year effective January 1, 2018 through December 31, 2018 for Workers' Compensation Administration and Re-insurance.	
Motion:	Councilwoman Robbins presented this resolution and moved for its approval.
Second:	Councilman Shaheen.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.



Action Item 9	Resolution – Memorandum of Agreement/2018 Georgia Local Maintenance and Improvement Grant (LMIG).
A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute a memorandum of agreement with local governmental entities to authorize Houston County to administer the 2018 Georgia Local Maintenance and Improvement Grant (LMIG).	
Motion:	Councilman Holmes presented this resolution and moved for its approval.
Second:	Councilman Thomas.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

Action Item 10	Resolution – Agreement with Educare Center, Inc. to facilitate public transportation.
A Resolution of the Mayor and Council of the City of Warner Robins authorizing Mayor Randy Toms to execute an agreement with Educare Center, Inc., a non-profit, community service corporation, to facilitate public transportation in the City for FY 2019, with the City's financial commitment not to exceed \$85,000.00, all contingent upon approval of Educare Center's 5307 transportation grant application.	
Motion:	Councilman Lauritsen presented this resolution and moved for its approval.
Second:	Councilwoman Robbins.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

Action Item 11      Resolution – Probation Contract Amendment.	
A Resolution of the Mayor and Council of the City of Warner Robins amending a resolution adopted on June 19, 2017 authorizing execution of an agreement for offender supervision services with Georgia Probation Management, Inc. that amends said agreement for a period not to exceed six (6) months.	
Motion:	Councilman Thomas presented this resolution and moved for its approval.
Second:	Councilman Holmes.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

Action Item 12      Resolution – Warner Robins Convention and Visitors Bureau (WRCVB) Incorporating as a Section 501(c)(6) entity.	
A Resolution of the Mayor and Council of the City of Warner Robins directing that the Warner Robins Convention and Visitors Bureau (WRCVB) to begin the process to incorporate and seeking §501(c)(6) status with the Internal Revenue Service, all for the purpose of spending and distributing hotel/motel (lodging) tax funds as authorized by Georgia law.	
Motion:	Councilman Shaheen presented this resolution and moved for its approval.
Second:	Councilwoman Robbins.
Outcome:	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.

**Action Item 13      Resolution – Amending City Charter, Section 5-303(a)/Annual Budgets.**

A Resolution of the Mayor and Council of the City of Warner Robins directing that the city attorney's office be directed to begin the process of amending section 5-303(a) of the city charter to provide that a budget message, budget report, and draft of the recommended municipal appropriations ordinance (budget) shall be submitted by the mayor to the city council at least 60 days prior to the start of the fiscal year, in place of the current requirement of six weeks.

<b>Motion:</b>	Councilman Thomas presented this resolution and moved for its approval.
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<b>Second:</b>	Councilman Holmes.
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<b>Outcome:</b>	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.
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**Action Item 14      Home Occupation Permit Approvals.**

The following Home Occupation Permits are recommended for approval per the Planning and Zoning Board:

- Latasha Howard Barrett – 127 Forest Lake Drive – requests permission to operate a cleaning business as a home occupation.
- Patrick Robinson – 400 Rosewater Drive – requests permission to operate a lawn care business as a home occupation.
- Sharif Wright – 2006 Karl Drive Apt. 2304 – requests permission to operate a trucking business as a home occupation.
- Melinda Harp – 317 Meadowridge Drive – requests permission to operate a cleaning business as a home occupation.
- Stanley Peoples – 306 Arnold Boulevard – requests permission to operate a remodeling business as a home occupation.

<b>Motion:</b>	Councilman Davis moved for approval of these Home Occupation Permits.
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<b>Second:</b>	Councilman Thomas.
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<b>Outcome:</b>	Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval.
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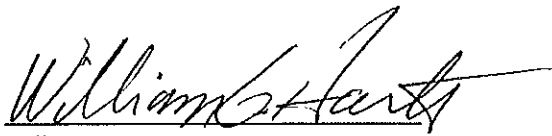
**Closed Session:** City Clerk, William G. Harte, is in possession of the closed session minutes of December 18, 2017 regarding pending litigation and personnel. During the Pre-Council work session, Mayor Toms requested a motion to enter into an executive session to discuss pending litigation and personnel. Councilman Holmes moved for an executive session to discuss pending litigation and personnel; Councilman Lauritsen seconds the motion. Councilwoman Robbins, Councilmen Davis, Holmes, Lauritsen, Shaheen and Thomas voted for approval of the motion. The Pre-Council meeting closed at 5:39 pm and reopened at 5:58 pm, and the governing body then retired to the Council Chambers for their regular meeting.

**Citizen Comments:** Rita Simmons and James Erdmanczyk addressed the Mayor and Council about various issues, community events and concerns of the community.

**Council Comments:** Councilman Shaheen thanked the Community, the Council and staff for their support during his terms of office over the last eight years, and wished all well in their continued commitment of service to the City and its Citizens.

**Adjournment:** 6:47 p.m.

**Next Regular Council Meeting:** Tuesday, January 2, 2018.

A handwritten signature in black ink, appearing to read 'William G. Harte', written over a horizontal line.

William G. Harte  
City Clerk



## AFFIDAVIT

Before an officer duly authorized to administer oaths appeared Randy Toms, who, after being duly sworn, deposes and on oath states the following:

- (1) I am competent to make this Affidavit and have personal knowledge of the matters set forth herein.
- (2) Pursuant to my duties as Mayor, I was the presiding officer of a meeting of the Warner Robins City Council held on the 18<sup>th</sup> day of December, 2017. A portion of said meeting was closed to the public.
- (3) It is my understanding that O.C.G.A. §50-14-4(b) provides as follows:

When any meeting of an agency is closed to the public pursuant to subsection (a) of this Code section, the person presiding over such meeting or, if the agency's policy so provides, each member of the governing body of the agency attending such meeting, shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the meeting or the closed portion thereof was devoted to matters within the exceptions provided by law and identifying the specific relevant exception.

- (4) The subject matter of said meeting, or the closed portion thereof, was devoted to matters within exceptions to public disclosure provided by law. Those specific relevant exceptions are identified as follows:
  - a. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).
  - b. Pursuant to the attorney-client privilege and as provided by Georgia Code section 50-14-2(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was the pending litigation by a current City employee.

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A. §50-14(b) and is to be filed with the official minutes for the aforementioned meeting.

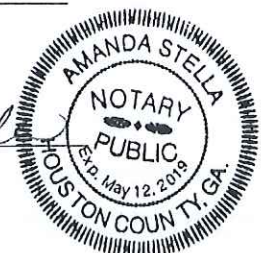
This 18<sup>th</sup> day of December, 2017.

Randy Toms  
Affiant

Sworn to and subscribed before me

This 20<sup>th</sup> day of December, 2017.

Amanda Stella  
Notary Public





## **CITY OF FAIRBURN**

### **MAYOR AND CITY COUNCIL RETREAT**

*February 1, 2018*



# AGENDA

- I. Overview
- II. Economic Development Strategic Plan Goals
- III. 2017 Update - Economic Development Priorities
  - Highway 74 Corridor
  - Betty Hannah Education Campus
  - Downtown Revitalization
  - Economic Development Marketing Plan
- IV. 2018 Economic Development Initiatives



## OVERVIEW



- In October of 2016, the City of Fairburn adopted its first Economic Development Strategic Plan (EDSP).
- The EDSP provides the overall guide and blueprint for implementing the City's economic development goals, objectives and strategies.
- In 2017, the Implementation Phase of the EDSP was initiated and activities will continue through 2018.



## **ECONOMIC DEVELOPMENT STRATEGIC PLAN GOALS**

- Foster the attraction and recruitment of new businesses
- Promote the growth and expansion of existing businesses
- Acquire real estate for business attraction and development opportunities
- Develop public infrastructure
- Develop a talented and qualified workforce
- Improve city living – Community development

*City of Fairburn – 2018 Mayor and City Council Retreat*





## **ECONOMIC DEVELOPMENT PRIORITIES**

- Highway 74 Corridor
- Betty Hannah Education Campus
- Downtown Revitalization
- Economic Development Marketing Plan

*City of Fairburn – 2018 Mayor and City Council Retreat*

## HIGHWAY 74 CORRIDOR

- Highway 74 is a highly trafficked corridor at US Interstate 85 at exit 61 (Senoia Road)
  - North to Fairburn Industrial Boulevard
  - South to the utility power easement (proposed Park N' Ride)
- Major thoroughfare
  - Approximately 147 acres of developable land
  - Largest parcel – 47 acres
  - Average parcel size 13.5 acres

*City of Fairburn – 2018 Mayor and City Council Retreat*





## HIGHWAY 74 CORRIDOR

- Goal
  - To attract businesses to the Highway 74 Corridor, such as
    - Grocery stores, full-service restaurants and other commercial uses
- Actions
  - Conducted outreach meetings with landowners, developers and stakeholders, including:
    - Saben, LLC, Green Oil and T. Dallas Smith & Company
  - Identified and created maps and marketing materials to identify and promote development sites
  - Participated in the 2017 Atlanta Food Service Expo to market available properties for potential full-service restaurants
  - Collaborated with Electric Cities of Georgia (ECG) for resources to support economic development



## BETTY HANNAH EDUCATION CAMPUS

- Built in 2008 for the purpose of post-secondary education opportunities to residents of Fairburn and South Fulton County
- Fairburn has invested \$15 million towards the campus development, which currently houses Georgia Military College and Brenau University
- Target market for tenants include education, governmental and non-profit tenants
- The campus consists of four acres with six buildings approximately 80,000 square feet and 600 parking spaces
- Additionally, leasable space is available in Building 3, which has approximately 25,000 square feet
  - Lower level – 5,397 square feet
  - Main level – 9,955 square feet
  - Upper level – 9,955 square feet

# BETTY HANNAH EDUCATION CAMPUS



- Goal
  - Market vacant space on Betty Hannah Education Campus (BHEC).
- Action
  - Developed professional marketing materials
  - Met and conducted tours with area institutions and organizations
    - Aerotropolis Alliance
    - Atlanta Metropolitan State College
    - Brenau University (expansion)
    - Electric Cities of Georgia (ECG)
    - Municipal Electric Authority of Georgia
    - Georgia Military College (expansion)
  - Participated in broker/developer networking events
    - Electric Cities of Georgia (ECG)
    - South Fulton Community Improvement District (CID)
    - South Fulton Chamber of Commerce

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## DOWNTOWN REVITALIZATION

- 13.4 acres and occupies the blocks to either side of Campbellton Street between Washington Street to the West and East Broad Street to the East
- Downtown is boarded by railroad right-of-way (CSX) to the South, single family residential to the North and by commercial-use property to both the East and West







## DOWNTOWN REVITALIZATION

- **Goal**
  - Revitalize downtown area
- **Actions**
  - Catalogued and identified available parcels for development
  - Fairburn Livable Centers Initiative (LCI)
    - Improvements to downtown main street, Broad Street (U.S. 29)
    - Various streetscape enhancements
    - Main Street Program to attract and recruit more shopping and dining options
    - Identified resources available to improve housing conditions and expand housing opportunities in the Lightning neighborhood
  - Encouraged owner/management company of Hudson Plaza to participate in downtown business owners alliance
  - Engaged the Downtown Development Authority Executive Director on economic development activities

*City of Fairburn – 2018 Mayor and City Council Retreat*



## ECONOMIC DEVELOPMENT MARKETING PLAN

- **Goal**
  - Develop an integrated marketing plan to facilitate economic development
- **Actions**
  - Developed partnerships with the following regional and state entities:
    - Electric Cities of Georgia (ECG)
    - Georgia Department of Community Affairs
    - Georgia Economic Developers Association
    - Georgia Department of Economic Development
    - Aerotropolis Alliance
  - Established an online presence via social media
  - Initiated discussions regarding marketing materials and branding

*City of Fairburn – 2018 Mayor and City Council Retreat*



## 2017 TO 2018



City of Fairburn – 2018 Mayor and City Council Retreat



## 2018 ECONOMIC DEVELOPMENT INITIATIVES



- Identify and hire a local realtor/real estate firm
- Develop marketing brochures for Betty Hannah Education Campus (BHEC)
- Collaborate with workforce agencies to identify potential tenants to occupy BHEC - Building 3
- Establish Business Alliance for Highway 74
- Host a Business Owner Breakfast
- Provide recommendations for the revitalization of Hudson Plaza
- Increase presence on **marketgeorgia.org**
- Initiate Ambassadors Program
- Sign up for State Regional Visitor Information Center

*City of Fairburn – 2018 Mayor and City Council Retreat*

## 2018 ECONOMIC DEVELOPMENT INITIATIVES



- Implement a "Shop Fairburn" program to leverage cross marketing opportunities with the Renaissance Festival and other city-sponsored events
- Create an Incentive Task Force including the Directors of Economic Development, Finance, Public Works, Utilities and Buildings
- Highlight notable Fairburn businesses during Council Meetings
- Collaborate with county and state entities like Select Fulton and the Georgia Department of Economic Development
- Host a Business Awards Luncheon to provide a platform for the Fairburn business community and generate excitement about current initiatives
- Encourage local businesses to participate in the city's procurement process
- Facilitate business-to-business opportunities via events

*City of Fairburn – 2018 Mayor and City Council Retreat*



## DISCUSSION

*City of Fairburn – 2018 Mayor and City Council Retreat*

**DRAFT DOCUMENT 3-31-16**

**CITY OF FAIRBURN, GEORGIA**

**PROCEDURAL RULES FOR MEETINGS OF THE  
MAYOR AND CITY COUNCIL**

**ADOPTED ----- 2016**

**Rule (1). Meeting Times and Place.**

- Regular Meetings on the 2nd and 4th Mondays (Charter Sec. 34)
- Time and location of meetings to be decided
- Body will meet for Workshops and/or Agenda Setting purposes (TBD)

**Rule (2). Meetings to Comply with Open Meetings Act.**

- All meetings will comply with Georgia's Open Meetings Act

**Rule (3). Special Called Meetings.**

- Mayor or any three (3) members of the body may call a Special Meeting

**Rule (4). Quorum.**

- Mayor (or Mayor Pro Tem), plus three members constitutes a quorum
- Quorum required for transacting business
- Action requires simple majority vote
- Mayor or Presiding Member votes only in case of a tie

**Rule (5). Presiding Officer / Rules of Procedure / Parliamentarian.**

- Mayor is Presiding Officer when present
- Mayor Pro Tem is Presiding Officer when Mayor is absent
- Presiding Officer responsible for enforcing rules of order, with the advice and consultation of the City Attorney

- These Rules of Procedure govern first - Robert's Rules govern everything not covered by these Rules of Procedures
- Rules of Procedures may be changed by official action by the body
- Existing Rules of Procedures may not be suspended unless approved by two-thirds (2/3) of the members present

**Rule (6). Minutes.**

- Minutes shall be taken, approved by the body and made available to the public in accordance with Georgia's Open Meetings Act
- Verbatim minutes not required
- Minimum requirements - record of roll call and all motions and votes taken
- Minutes will contain succinct summaries of matters discussed during public comment, public hearings, during debate by the body and of comments made by members of the body not during the debate of an agenda item

**Rule (7). Public Comment.**

- During the meetings on the 2nd and 4th Mondays
- No more than 30 minutes
- 3 minutes maximum per speaker - Speakers may give time to another speaker - 6 minutes maximum per speaker
- 2 minutes maximum if more than 10 speakers - 4 minutes maximum per speaker
- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Members of the body will not question speakers or otherwise comment on matters raised during public comment until public comment has concluded
- City Administrator will respond to speaker inquiries within seven (7) days and will copy the Mayor and Council members with such response

**Rule (8). Agendas.**

- Set and distributed at least four (4) days prior to each Regular Meeting
- Set and distributed at least two (2) days prior to each Special Meeting
- City Administrator and Mayor to prepare agendas
- Any member of the body may include one or more agenda items by informing the City Administrator by 12:00 noon on the day by which the

agenda must be set and distributed

- Items may be added to an agenda at Regular Meetings by majority vote
- Voting to add an item to an agenda at a Regular Meeting indicates that the majority believes that the item must be acted on and should not be delayed until a subsequent Regular or Special Meeting
- Items may be added to an agenda at Special Meetings only if approved by two-thirds (2/3) of the body
- Voting to add an item to an agenda at a Special Meeting indicates that the majority believes that the item must be acted on and should not be delayed until a subsequent Regular or Special Meeting
- Agenda items listed on an agenda for discussion only may not be acted on, unless the body first votes to consider the item for action by a two-thirds (2/3) majority
- Items placed on a consent agenda may be voted on together, without further debate

**Rule (9). Rules for Public Hearings, Generally.**

- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Rules applicable to public comment will apply
- Presiding Officer will announce the agenda item and open the public hearing
- After comments are received, Presiding Officer will close the public hearing

**Rule (10). Rules for Public Hearings, Zoning.**

- Any person wishing to speak must complete a speaker's card and give it to the Clerk prior to the meeting
- All comments must be directed to the Presiding Officer or the body as a whole
- Presiding Officer will announce the agenda item and ask City staff to give a brief overview of the application, staff's recommendation and the recommendation of the Planning Commission, if applicable
- Presiding Officer will open the public hearing
- Presiding Officer will first ask to hear from the applicant and any persons in support of the application (the applicant and persons in support of the



application will have a total of ten (10) minutes) (a portion of the ten (10) minutes may be deferred until those opposing the application have been heard from)

- Presiding Officer will next ask to hear from any persons opposing the application (persons opposing the application shall have a total of ten (10) minutes) (no portion of this time may be deferred)
- During the course of the public hearing, members of the body may direct questions at staff and speakers for and against the application, but members of the body will not comment on the application or otherwise debate the matter until the public hearing is closed
- Time spent on questions from members of the body during the public hearing will not be counted against the speakers
- After all speakers have talked or time has expired, the Presiding Officer will close the public hearing

#### **Rule (11). Rules of Debate, Generally.**

- Each item on the body's agenda is subject to debate unless on the body's consent agenda, in which case, to be debated, the item must (by vote) be removed from the consent agenda and place on the regular agenda
- The Presiding Officer will announce each item on the agenda - items will be considered by the body in the order appearing on the agenda -- moving items up or back on the agenda requires a motion to amend the agenda and a majority vote to do so
- Once an item is announced, the Presiding Officer will ask if there is a motion
- If there is no motion, the item dies for lack thereof
- If there is a motion, but no second, the items dies for lack thereof
- If there is a motion and a second, the Presiding Officer will open the floor for discussion and debate
- The Presiding Officer will recognize members of the body for discussion
- Members of the body may direct questions to City Staff
- No member of the body should speak more than twice on the same item
- Whenever recognized by the Presiding Officer, any member who believes debate has become too lengthy may move to call the question - if there is a second, the motion is not debatable and must then be voted on - if approved, the Presiding Officer will immediately stop debate and call for a vote on the agenda item

**Rule (12). Rules of Debate, Decorum.**

- All comments during public comment, during public hearings and during debate on any question pending before the body will be directed to the Mayor or other Presiding Officer, or to the body as a whole, and shall not be directed to individual members of the body
- Members of the body will not direct questions at other members of the body except regarding procedural matters, such as whether to allow an amendment to a motion made by or seconded by that member
- Comments by a member of the body directed at another member of the body intended to question to such member's motives or intention are inappropriate and out of order
- No member should comment on previous action taken by the body unless it is with the intent to make a proper motion to rescind or reconsider
- No member will interrupt another member having the floor, but a member may ask the Presiding Officer to ask the member having the floor if the member is willing to be interrupted for a comment or question of clarification, which comment or question must be directed at the Presiding Officer or the body as a whole
- The Presiding Officer is responsible for maintaining order during the meeting

**(End of Draft Document)**

***FULTON COUNTY***  
***BOARD OF COMMISSIONERS***  
**PROCEDURAL RULES**  
**FOR MEETINGS**



**Adopted January 19, 1994**

**Revised as of September 16, 2015, through Amendment #13**

**RULE ONE: MEETING TIMES AND PLACE.** All meetings of the Fulton County Board of Commissioners shall be held in the Assembly Hall of the Fulton County Government Center, 141 Pryor Street, S.W., Atlanta, Georgia 30303. In accordance with state law, the first meeting of the month shall be held without exception. In the event that there is no quorum present at the scheduled starting time for that meeting, the Chair shall wait 30 minutes to determine whether a quorum will be present. If a quorum is not obtained after this waiting period, the Chair shall adjourn the meeting and re-advertise it in accordance with state law. Meetings are held at 10:00 a.m. on the first and third Wednesdays of each month unless special circumstances dictate a different meeting date, time, or place. In the event that special circumstances dictate a different meeting date, time, or place, the public shall be duly notified in accordance with the Georgia Open Meetings Act. The Board holds regularly scheduled Work Sessions on the second Wednesdays of each month at 2:00 p.m. or immediately following the Board's scheduled meeting.

**RULE TWO: OPEN MEETINGS.** All meetings of the Fulton County Board of Commissioners shall be held in accordance with the Georgia Open Meetings Act. The public shall be granted access to all meetings at all times except closed Executive Sessions. The law states that where a quorum of the governing authority or agency thereof are present, and where "official action" is to be discussed or taken, the meetings must be open and the public granted access.

**Exceptions to the Georgia Open Meetings Act**

1. Staff meetings for investigative purposes under duties and responsibilities imposed by law;
2. Meetings where future acquisition of real estate is being discussed;
3. Meetings when (a) the appointment, employment, disciplinary action, or dismissal of a public officer or employee is being discussed; or (b) complaints or charges against a public officer or employee are being heard, unless the employee requests a public meeting;
4. Most discussions with attorneys for the County are excluded from the Open Meetings Act; and,
5. Where tax matters made confidential by Georgia Law are being discussed.

**RULE THREE: PRESIDING OFFICER AND RULES FOR DEBATE.** In accordance with the Fulton County Code of Laws, the Chair of the

Board of Commissioners is responsible for the orderly conduct of the Board during the meeting and serves as the presiding officer. In order to ensure a fair, orderly, and efficient meeting, the Chair must enforce the rules of procedure adopted by the Board. In the absence of the Chair, the Vice Chair shall preside. Where a quorum is present and neither the Chair nor the Vice Chair is present, the Board may designate an acting presiding officer. Meetings are conducted in accordance with these procedural rules, applicable state law, and the *Roberts Rules of Order, Newly Revised*. Where a Commissioner raises a procedural question and these rules are silent, and in the absence of a specific statute, ordinance, or resolution, the question shall be resolved in accordance with the provisions of the *Roberts Rules of Order, Newly Revised* provided the provision used to answer the question is not in violation of local, state, or federal laws.

### Debate

All resolutions, contracts, and items of business which require Board approval prior to the expenditure of funds, as well as any other item which requires Board action, shall be acted upon by the Board only after a Commissioner makes a motion and receives a second to the motion. A motion and proper second is recorded by the Clerk.

Each Commissioner, by virtue of his/her election to the Board, has the right and obligation to debate any and all issues which come before the Board for consideration. However, to ensure an orderly and efficient meeting, each Commissioner shall observe the following rules in regard to debate:

### Rules for Debate

1. The Chair, as presiding officer (or Vice Chair in the Chair's absence) shall call for discussion on an item. No debate on an item should begin until the item has been sounded by the Clerk to the Commission or, in the Clerk's absence, the Chief Deputy Clerk.
2. Once the item has been properly moved and seconded, the Chair shall call for discussion.
3. Thereafter, the Chair shall open debate by recognizing each Commissioner who wishes to speak for a period not to exceed 10 total minutes with the additional stipulation that no Commissioner shall hold the floor for more than five consecutive minutes of their allotted time. However, at the opening of each Board Meeting, a Commissioner may ask their colleagues to waive the normal time limits on issues they deem need more

time. The Board will vote on each request before the agenda begins and decide among themselves what additional amount of time to allot to each Commissioner. The Clerk shall be the official timekeeper for the Board.

4. Calling the Question Motion: If a Commissioner believes that debate on an issue is too lengthy or that a vote should be called immediately on an issue, he or she can "call the question" or "move the previous question." This motion is out of order if it is made while another Commissioner has the floor or if the maker of the motion is not recognized by the Chair. This is a motion that is not debatable and requires a second. Once the motion has been properly made and seconded, the Chair shall immediately stop debate on the issue being debated and announce that there is a "call the question" motion on the floor. Immediately thereafter, the Chair 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, then the Chair may allow debate on the issue to resume. If it passes, the Chair must immediately call for a vote on the issue which was the subject of the call the question motion.

**Procedure for Reconsidering Board's Previous Actions**  
(Item #06-0775, 8/16/06 - Amendment #9)

5. Any action by the Board, including final action on applications for changes in land use status, shall be subject to a motion to reconsider as provided in this paragraph and Robert's Rules of Order. After a motion to reconsider is made and adopted, a motion to rescind must also be made. Motions to reconsider and to rescind may be made only by a member of the prevailing side on the original action. After the motion to rescind is made and adopted, the underlying matter shall be considered anew and is subject to any new motion by any member. A motion to reconsider may be made only in the same meeting in which the original action was adopted.

**Reconsideration in Zoning Cases**

6. Any zoning matter which is deferred or on which discussion is otherwise postponed by the Board shall be heard at the next appropriate scheduled zoning meeting. Zoning matters are heard only on the first meeting of the month in accordance with

a schedule set by the Director of Environment and Community Development. Ordinarily, no new zoning cases are heard in January.

7. Withdrawals are moved to the top of the agenda. Public hearings are still held; however, there is usually no opposition and cases are acted upon in a timely manner.

**RULE FOUR: QUORUM.** A quorum must be present for the transaction of business of the Board. In accordance with Georgia law, regarding Fulton County, four of the seven elected Commissioners must be present to constitute a quorum. It is the duty of the Chair to enforce this rule. Any Commissioner may raise a point of order if that Commissioner believes that a quorum is not present. If during the course of a meeting a quorum is lost, the Board cannot transact business. If, however, Members of the Board are in the Commissioners Conference Room adjacent to the Assembly Hall and are able to hear the business of the Board through the public address system, the Board has not lost a quorum. If a quorum is not attained within 30 minutes, the Chair must adjourn the meeting.

**RULE FIVE: VOTING.** Four members of the Board of Commissioners shall constitute a quorum for the transaction of business. The affirmative vote of at least four members shall be required for said Board of Commissioners to take official action; provided, further, that every item, requiring official action by the Board of Commissioners must be distinctly listed on the Board's Regular or Consent Agenda (Item #01-0496, 4/18/01 - Amendment #7). Each Commissioner shall record his or her vote by using the voting machine and should not vote by voice or by requesting that the Clerk's staff manually record their vote.

**ABSTENTION.** An officer or employee who has an interest that he or she has reason to believe may be affected by his or her official actions or by the official acts or actions of the County shall abstain from participating in such official act or actions affected thereby. In addition to such abstention, the officer or employee shall state publicly and shall orally disclose, on the official records of the Board of Commissioners, the nature of such interest prior to any determination of the matter. (Item #00-1163, 9/06/00 - Amendment #5)

**RULE SIX: (Item #07-0809, 10/03/07-Amendment #11) AGENDA, PREPARATION OF AND PUBLIC COMMENT.** The Fulton County Board of Commissioners holds a Regular meeting (first Wednesday of the month) and a Recess Meeting (third Wednesday of the month). The agenda is prepared by the Clerk's Office in concert with the County Manager's Office, provided, however, that the recommendations of the Tax Commissioner for Board action relating

to the granting, denial or revocation of alcoholic beverage licenses shall be placed on the agenda upon request by the Tax Commissioner (Item #00-1315, 10/18/00 - Amendment #6). The deadline for submitting items for regularly scheduled Board of Commissioners' Meetings to the Clerk's Office for inclusion on the next agenda is 10:00 a.m. on the Friday before the meeting. A final copy of the agenda is distributed to the Commissioners, County Attorney, County Manager, and appropriate staff by 2:00 p.m. on the Friday preceding the scheduled meeting of the Board. Copies are also made available to the public at that time. A post agenda is provided after the meeting. The post agenda is a precursor to the final minutes and reflects actions taken by the Board at a particular meeting. Post agendas are distributed by the Clerk's Office within 48 hours of a meeting.

#### Agenda Preparation Procedure

1. Any Commissioner wishing to place an item on the agenda may do so and should submit a memorandum to the Clerk stating the item to be placed on the agenda. Any supporting documents germane to the item should also be submitted.
2. Adding of items to the agenda during the meeting is disfavored. When an emergency or extraordinary circumstance occurs, an item may be added to the agenda when it is adopted during the meeting by four affirmative votes. A motion shall be properly made and must carry to add each item to the agenda on the day of the meeting. That item shall appear on the post agenda under the "Added During the Meeting" heading.
3. Once the agenda has been approved in the meeting, it takes four affirmative votes to remove County Manager items. If the County Manager decides to remove an item from the agenda, he/she should suggest removal from the agenda by submitting a request in writing to the Clerk who will announce it during the adoption of the agenda. Four votes are required for approval. The County Manager should be prepared to state his/her reason for removal. Commissioners can remove their items at any time and this action does not require Board approval. The Board enacted a "Three Meeting Held Rule" that gives the Clerk the authority to remove Commissioners' items that have been on the agenda for three meetings. (Item #96-0454, 4/3/96 - Amendment #2)
4. Proclamations may be presented at the Recess Meeting with the meeting beginning promptly at 10:00 a.m., and presentations should not exceed 10:30 a.m. (Item #95-0623, 5/17/95 - Amendment #1)



5. Whenever any agenda item, via Resolution, seeks Board approval of a written agreement, a copy of the written agreement shall be attached to the agenda item or Resolution and shall be distributed by the Clerk as with other agenda items. Upon approval of the item, the Clerk shall include a copy of the written agreement in the official minutes of the Board meeting at which such approval occurred. (Item #08-0255, 3/5/08 - Amendment #12)

### Public Comment

During the Public Comment portion of a Board Meeting, citizens may voice County-related requests, concerns, opinions, etc.

At the Regular Meeting, speakers will be heard prior to the zoning portion of the agenda; at the Recess Meeting, prior to the County Manager's Unfinished Business.

Before speaking, each participant must fill out a speaker card, located at the entryway, podium, and media and court reporter tables. All speaker cards must be submitted to the Clerk's staff, prior to the commencement of public comment, who will accept them on a first-come, first-served basis.

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. (Item #15-0829, 9/16/15 - Amendment #13) THE PUBLIC COMMENT PORTION OF THE MEETING WILL NOT EXCEED 45 THIRTY MINUTES AT THE REGULAR MEETING, NOR WILL THIS PORTION EXCEED 30 THIRTY MINUTES AT THE RECESS MEETING. (Item #15-0829, 9/16/15 - Amendment #13) Citizens who do not get an opportunity to speak will be allowed to speak first at a subsequent meeting. The clerk will hold their speaker cards until the date they choose to return. (Item #99-1017, 8/4/99 - Amendment #3)

#### NOTE:

If the subject matter involves an issue to be resolved, the citizen should first contact the County Manager's Office, which will ensure that the relevant Department Heads and other individuals are contacted to rectify the matter. If the issue cannot be resolved through the County Manager's efforts, the citizen may then contact a Commissioner so that the matter can be placed on a Board Meeting agenda. The Commissioner should then inform the Clerk by memorandum stating the subject to be discussed and the citizen who will speak. The address and phone number of the citizen should be conveyed. Any supporting material germane to the issue should also be submitted.

**RULE SEVEN: (Item #07-0809, 10/03/07 - Amendment #11) CONSENT AGENDA.** The Fulton County Board of Commissioners uses a consent agenda which lists items of routine nature such as renewal of grants, subdivision confirmations, refund reports, etc. 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. Items may be removed from the consent agenda for further discussion but may not be added. The consent agenda is adopted with one motion.

**RULE EIGHT: DECORUM.** All Commissioners are expected to conduct themselves in a courteous and respectful manner. Commissioners seeking information from staff should do so within the confines of proper decorum. A Commissioner shall not speak until recognized by the Chair and likewise shall not interrupt another Commissioner's remarks. All comments made by a Commissioner shall directly address the motion or item being discussed. The Chair shall enforce the rules of decorum and if a Commissioner believes that a particular rule is being broken, he/she shall raise a point of order when recognized by the Chair. With a second, the Chair may either rule on the question or allow the Board to decide the issue by majority vote. Any Commissioner shall have the right to express dissent from or protest against any Resolution or action of the Board and have the reason entered into the minutes.

**RULE NINE: PUBLIC HEARINGS AND PARTICIPATION.** In accordance with law and policy, the Board frequently conducts Public Hearings 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

1. The Chair shall announce that the Public Hearing on a matter is now open and should call forth those persons who wish to speak in favor, against, or otherwise on the particular issue. The Chair shall inform the public that all comments by proponents, opponents, or the public shall be made from the podium and that any individual making a comment should first give their name and address. The Chair shall also inform the public that comments will only be received from the podium.
2. Members of the public who wish to speak must complete a speaker card, which must be given to a representative of the Clerk's Office prior to the commencement of the public hearing (Item# 03-0154, 1/15/03 - Amendment #8). Members of the public are expected to adhere to the

rules of decorum outlined herein and should be informed of such at the beginning of the Public Hearing by the Chair. There should be no vocal or boisterous demonstrations which will disrupt the orderly flow of the meeting. Any person(s) engaging in this type of behavior shall be ruled out of order by the Chair and shall, at the Chair's discretion, be removed from Assembly Hall.

3. Time. At hearings on proposed rezoning, use permits, modification and/or concurrent variance petitions, as well as amendments to the text of the Fulton County Zoning Resolution (hereinafter "land-use petitions"), proponents and opponents are allowed ten (10) minutes per side to present data, evidence and opinions. Each side's time period may be divided among multiple speakers in whatever manner desired. In the event a public hearing is conducted and final action on a land-use petition is deferred by the Board of Commissioners, a second public hearing (conducted under the same rules as set forth above) will be allowed when the petition is again considered by the Board of Commissioners following the deferral. No land-use petition shall be the subject of more than two (2) public hearings before the Board of Commissioners, regardless of the number of times final action is deferred by the Board of Commissioners, unless four or more members of the Board of Commissioners vote to conduct such additional public hearing(s). (Item #00-0570, 4/19/00 - Amendment #4)

Clerk's Note: State Law Mandates That the Time per Side Be Revised to 10 Minutes. (O.C.G.A. § 36-66-5)

4. Once the Public Hearing has concluded, the Chair shall so announce and the Board shall convene into open Executive Session to make its decisions.
5. As a general rule, members of the public do not speak on agenda items unless those items have been advertised for public hearing, have been placed in the public hearing segment of the agenda, or unless the Board by four affirmative votes has decided that public participation is necessary in its deliberative process. The Board shall follow its Public Hearing rules when such participation is warranted.

**RULE TEN: AMENDMENTS TO THESE RULES.** Any amendment to these rules of order by a Commissioner shall be submitted to the Clerk in writing one week before the designated meeting. The proposed

amendment shall be included on the agenda for that meeting and distributed to all Commissioners. All amendments require four affirmative votes by the Board for adoption.

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

Commissioners shall hold one session on the first Wednesday of every month at the County site in the courthouse building or in such office as shall be prepared for them provided a majority of said Board convene in extraordinary session whenever in their judgment it may be necessary.

A regular meeting, except the first meeting of the month required by state law, may be canceled, rescheduled or moved to a new location within the County site by the Chair for any reason. Whenever the Chair cancels, reschedules, or moves the regularly scheduled meeting, it must be done in accordance with the *Georgia Open Meetings Act* which requires that notice of the change be posted for at least 24 hours at the place of the regular meeting. In addition, written or oral notice shall be given by the Clerk at least 24 hours in advance of the meeting to either the legal organ of the county or a newspaper having a general circulation at least equal to that of the legal organ and to each member of the Board. Other special meetings known as Special Call Meetings may be scheduled by the Chair at the request of four Commissioners. When emergency circumstances occur, the Board may hold a meeting with less than a 24-hour notice. When such meetings are held, the Clerk shall provide notice to the legal organ of the County or a newspaper with at least the general circulation of the legal organ and to each member of the Board as soon as practical. The notice shall include those subjects expected to be discussed at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given.

**RULE TWELVE: EXECUTIVE SESSIONS.** Executive Sessions of the Board may be held for the purpose of conducting business except by the Georgia Open Meetings Act requirements. Where a meeting is devoted in part to matters within the authorized exceptions to the Georgia Open Meetings Act requirements, any portion of the meeting not subject to any such exception shall be open to the public. No Executive Session shall be held except pursuant to a majority affirmative vote of the Board taken in a public meeting. The minutes of the public meeting shall reflect the names of the Commissioner present, those voting for the Executive Session and the reasons for the session. Only necessary staff shall be present at the Executive Session.

**RULE THIRTEEN: SUSPENDING THE RULES OF ORDER.** Rules of order may be suspended where a motion to suspend is properly moved and seconded. Rules of order in this context mean suspending the

order of business, moving an item up or down on the agenda, or removing an item from the agenda. Four affirmative votes shall be required to suspend the rules of order. Rules governing a quorum, voting methods and requirements, the notification to Commissioners of meetings and rules necessary for compliance with State and or Federal law may not be suspended.

**RULE FOURTEEN: PARLIAMENTARIAN.** The County Attorney shall serve as the Parliamentarian for the Board and in that capacity will answer to the Chair.

(original version, prior to amendments)

RESOLUTION TO ADOPT MEETINGS ORGANIZATION  
AND PROCEDURAL RULES  
FOR THE FULTON COUNTY BOARD OF COMMISSIONERS

WHEREAS, well organized meetings allow the Board of Commissioners the opportunity to reach decisions in an organized and fair manner; and,

WHEREAS, parliamentary procedure is the framework for organizing and conducting meetings; and,

WHEREAS, parliamentary procedure provides the rules by which the Board of Commissioners debates an issue and then comes to a decision,

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Board of Commissioners of Fulton County shall be conducted in accordance with the provisions of this meetings organization and procedures ordinance.

ADOPTED THIS 19th Day of January, 1994

Mitch J. Skandalakis, Chairman, Board of Commissioners

Attest: Avarita L. Hanson, Clerk to the Commission

Approved as to Form:

Susan Forsling, County Attorney

Introduced By: Commissioner Tom Lowe

93-RC-701

O:\Procedural Rules for BOC 11-18-03.doc



## City of Fairburn's Windex Award



The city's Windex Award was birthed out of an initiative from one of Mayor Elizabeth Carr-Hurst's campaign promises, "A Beautiful Fairburn." This quarterly awards program is the city's way of recognizing those attractive businesses in our city. These businesses are run by the people who have figured out that looking good makes a statement about the kind of businesses that they are! It is good business to be an attractive property, it brings in more customers! It also helps to create a positive work environment for those who are employed there. And attractive-and successful—businesses "attract" more new business to our city because they make our whole community look good! More businesses and more successful businesses mean more good jobs and a healthier economy for our city.

The City of Fairburn sponsors the Win-dex Awards recognition program to recognize businesses in our city that make their businesses attractive and inviting. We need the citizen's help in giving these local businesses the recognition each quarter they deserve. Each quarter we will select two winners—a large business and a small business. So, do not think that a small "mom and pop," operation won't have a chance. Every business can keep their exterior or storefront neat and their landscape attractive—no matter what the size or budget of the company.

We call these awards the Win-dex Awards because we thought that we should recognize those businesses that are so clean, so attractive, so litter-free that they would have a "Streak-free Shine". There are plenty of them out there. Just take a look around you. Also, don't hesitate if you want to nominate your own business or the business that employs you.

Sincerely,

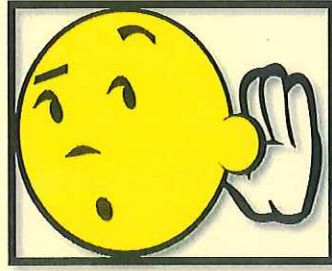
Elizabeth Carr-Hurst  
Mayor



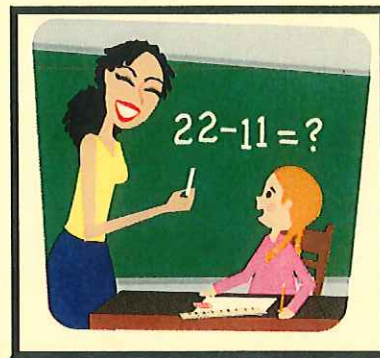
Mayor Elizabeth Carr Hurst

Presents the *LLL* Series:

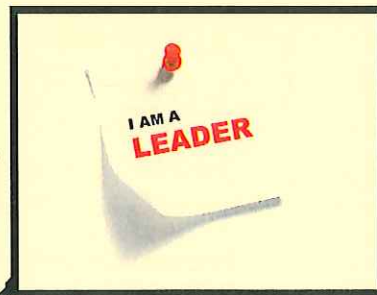
*Listen*



*Learn*



*Lead*







## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT:**

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

**Submitted:** February 12, 2018    **Work Session:** February 12, 2018    **Council Meeting:**  
February 12, 2018

**DEPARTMENT:** Recreation

**BUDGET IMPACT:** none

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

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**PURPOSE:** For Mayor and Council to review and approve the facility use agreement for Southside Kickers for the spring 2018 season.

**HISTORY:** Southside Kickers provides an organized kickball league for adult women. Through kickball Southside Kickers offers a fun, but competitive kickball atmosphere that promotes healthy exercise habits. Southside Kickers has utilized Duncan Park's baseball fields in the past to implement their kickball league.

**FACTS AND ISSUES:**

**RECOMMENDED ACTION:** For Council to approve the contract for Southside Kickers to utilize Duncan Park's baseball fields for the spring 2018 season

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*Donna Gayden, (City Administrator)*

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*Elizabeth Carr-Hurst, Mayor*

**DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT**

THIS AGREEMENT is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the "City") and the Southside Kickers – Kickball League (hereinafter referred to as "Lessee") to make use of the City's recreational fields and facilities at Duncan Park.

WHEREAS, the City of Fairburn is in possession of certain recreational fields and facilities at Duncan Park which may be used by the public; and

WHEREAS, the undersigned Lessee desires to make use of such recreational fields and facilities for recreational activities as specified below; and

WHEREAS, the City of Fairburn desires to make such recreational fields and facilities and the equipment contained thereon available to Lessee for the benefit of the community and the mutual benefit of the parties hereto, in accordance with the below terms and conditions; and

WHEREAS, the Lessee agrees to abide by certain standards and conditions in operating and using the recreational fields and facilities.

NOW, THEREFORE, be it agreed by the City of Fairburn and the undersigned Lessee that the Lessee hereby agrees to provide recreational activities at Duncan Park consisting of Southside Kickers – Kickball League practice and games on the schedule listed and to lease the following facilities for that purpose:

Concession/Restroom Building #B206103 – ONLY on Game day

**A. FACILITY:** Southside Kicker Kickball League will have access to baseball fields 3 & 4

1. Location:  
Clarence Duncan Park – Baseball Fields (3 & 4)  
6000 Rivertown Road  
Fairburn, GA 30213
2. Days/Times:  
Sunday's – 12:00pm- 8:00pm

**B. TERM:** Commencing on or about February 18, 2018 and ending June 30, 2018. Subleasing, assignment, or transfer of the use of any City of Fairburn facility is prohibited. City of Fairburn reserves the right to cancel, deny, or modify facility usage by any group or person whose intended use of City facilities, in the discretion of the Director of Parks and Recreation, would create an unreasonable public safety risk or exposure to legal liability, or whose intended use is inappropriate or inconsistent with the City of Fairburn's missions or objectives.

**C. FEES AND REPORTS:** Southside Kickers – Kickball League agrees to pay to the City of Fairburn a rental fee during the Term in the amount of \$300.00 due at the start of the season. Southside Kickers – Kickball League will also be responsible for a \$100.00 refundable damage deposit. Southside Kickers – Kickball League shall include a participation report and season summary at the end of the season.

For the use of the above Duncan Park field and facilities, the Lessee agrees to the following conditions:

1. The fields will be delivered from the City to the Lessee in an as-is condition. The City shall be responsible for maintaining the fields for play during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ball field fencing. The fields and their accessory facilities must be returned to the City in the same condition they were received or the damage deposit will be used to restore them to their original condition. If damage deposit does not cover repair costs Lessee will is responsible for the difference. An accurate inventory sheet must be returned before deposit is returned.
2. The Concession Stand will be delivered to the Lessee in a clean, ready-to-use condition, and it must be returned to the City in the same condition it was received or the damage deposit will be used to restore it to its proper condition.
3. The Lessee will be responsible for keeping the restrooms clean and properly supplied on a daily basis after use of the fields. If it becomes necessary for the City to clean and supply a restroom during the period of a Lease, the lessee shall be responsible for reimbursing the City for its expenses.
4. The Lessee shall provide the Parks & Recreation Director with a general liability insurance policy in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invites, agents, or assigns.
5. The Lessee shall provide the Parks & Recreation Director with a schedule of its planned activities at least one week in advance of those activities.
6. The Lessee shall provide the Parks & Recreation Director with an Emergency Action plan and associated contact telephone numbers.
7. The Lessee must have a representative that is CPR/AED certified at each game.
8. The Lessee will perform a background check on each individual who will be working with young people at a Park in connection with the Lessee's activities. A copy of each background check will be delivered to the Parks & Recreation Director prior to the individual's involvement with the program. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.

9. The Lessee shall provide for security at all events scheduled at the Park. This security shall be responsible for maintaining the orderly operation of the program. This security must be able to contact emergency and non-emergency assistance if and when needed.
10. In the City's discretion, for failure of the Lessee to follow the policies and procedures for the use of the Park and its facilities, Lessee's use of the Park may be suspended or this Lease may be immediately terminated.
11. The facilities included in this Lease shall not be sub-leased without the written approval of the City.

The Lessee further understands and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the City is obtained. Any improvements to real property or appurtenances thereto shall become the property of the City.

The Lessee agrees that by signing this Agreement it will abide by these conditions and understands that failure to abide by them may result in the loss of the right to conduct their activities as provided herein.

Failure to have all required documentation submitted to the City Administrator as required herein will result in loss of use of facilities until compliance with contract.

CITY OF FAIRBURN

Southside Kickers -- Kickball League

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

By: \_\_\_\_\_  
Southside Kickers- Kickball League

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

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

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

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

\_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
William R. (Randy) Turner

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AGREEMENT WITH KIMLEY-HORN FOR ENGINEERING SERVICES RELATED TO THE FAIRBURN PARK AND RIDE PROJECT**

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

**Submitted: 01/30/2018    Work Session: 02/12/2018    Council Meeting: 02/12/2018**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of this agreement is \$44,300.

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

---

**PURPOSE:** For Mayor and Council to approve the agreement with Kimley-Horn and Associates for engineering services related to the Fairburn Park and Ride Project.

**HISTORY:** Kimley-Horn and Associates previously prepared Civil Construction Drawings for the proposed Fairburn Park and Ride lot through a contract with the South Fulton Community Improvement District (CID).

**FACTS AND ISSUES:** Due to some shortcomings in the plans the City of Fairburn subsequently requested that the plans be revised to incorporate a master stormwater management system, the accommodation of the infrastructure for charging stations, and a mass grading plan for the future expansion. Staff also requested the preparation of a construction cost estimate and the provision of bidding assistance to answer questions regarding the design.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the agreement with Kimley-Horn for engineering services related to the Fairburn Park and Ride for \$44,300.

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*Donna Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*





December 4, 2017  
REVISED: January 8, 2018

Brendetta H. Walker, P.E.  
**City of Fairburn**  
**Community Development Director & City Engineer**  
26 W. Campbellton Street  
Fairburn, Georgia 30213

**RE: *Fairburn Park and Ride – Master Hydrology Study and Plan Revisions***  
***Fairburn, Georgia***  
***Letter Agreement for Professional Site/Civil Engineering Services***

Dear Brendetta:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") to **The City of Fairburn** (the "Client"), for professional site/civil engineering consulting services related to the Fairburn Park and Ride project in Fairburn, Georgia. The Project Understanding, Scope of Services, Schedule, and Fee for this project are provided below.

## **PROJECT UNDERSTANDING**

Under separate contract with the South Fulton CID (UrbanTrans) Kimley-Horn has previously prepared Civil Construction Drawings for the proposed Fairburn Park and Ride lot. Pursuant with a meeting held with the City of Fairburn and UrbanTrans on November 9, 2017, the City of Fairburn now seeks to revise those plans. The plan revisions are to incorporate a master stormwater management system, mass grade for future expansion, prepare an opinion of probable construction cost, and provide bidding assistance.

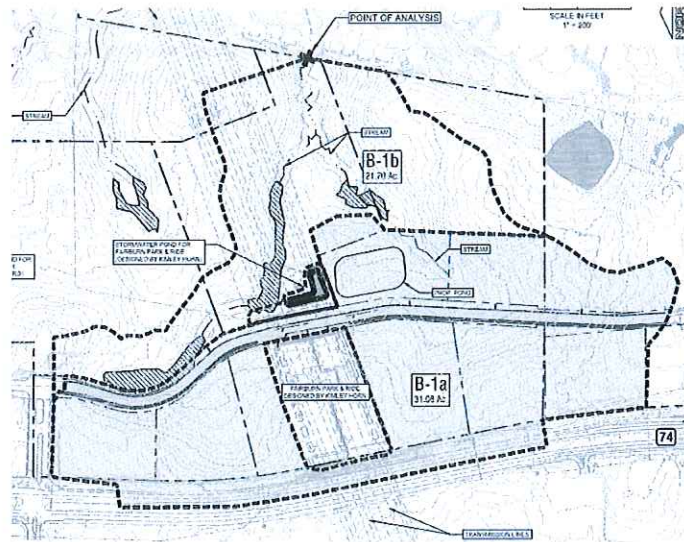
## **SCOPE OF SERVICES**

Kimley-Horn will provide the services specifically set forth below.

### **Task 1 – Master Plan Hydrology Study**

Kimley-Horn will perform a master hydrology study for the approximately 35-acre area (Adjacent development sites, Renaissance Parkway, and the Park and Ride site) identified on the "Post-Developed Drainage Map" exhibit prepared by Harris Gray, LLC (below). For purposes of this analysis it is assumed that the stormwater management facility will be designed to accommodate a post developed condition of up to 90% impervious coverage on each of the undeveloped parcels within the identified drainage basin in accordance with the published City of Fairburn and Georgia Stormwater Management Manual (Blue Book) standards. It is also assumed that Fulton County GIS topography can be utilized and additional surveying will not be required.

A hydrology model and calculations will be developed analyzing pre and post development hydrology. The model results will be summarized in a report and submitted to the City of Fairburn for review with the modified Land Development Permit (LDP) drawings. The hydrology study will include a narrative, exhibits, tables, details, and model documentation of the stormwater detention and water quality. This task includes up to one (1) meeting / conference call.

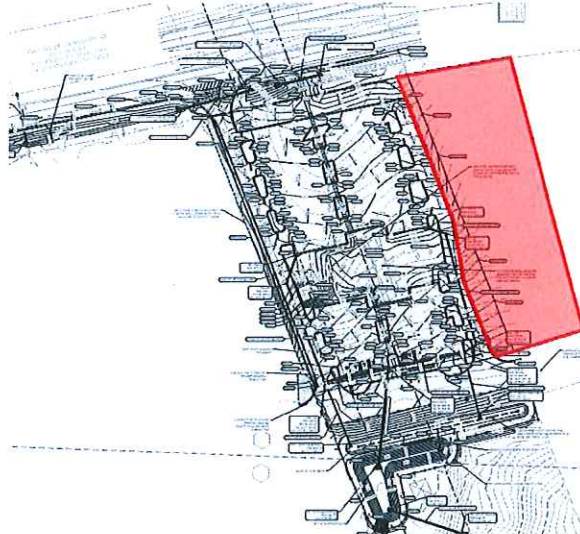


## Task 2 – Plan Revisions

This task includes effort to update the previously prepared Park and Ride construction drawing sheets C3-00 (Grading & Drainage Plan), C3-50 (Storm Profiles), C3-80 & C3-81 (Stormwater Management), and C5-00 to C5-84 (Erosion Control Plans) for incorporation of the stormwater management facilities identified in the study in Task 1 above as well as inclusion of the directly adjacent Renaissance Parkway road section being designed by Harris Gray, LLC. It is assumed that the roadway typical section and grades for the road are in accordance with the Harris Gray progress plans dated November 8, 2017 and additional revisions / coordination of those plans will not be required. Additionally, conduit will be incorporated into the plans for the car charging stations. This task also includes the submittal and response to up to 3 rounds of comments from the City of Fairburn. This task includes up to two (2) meetings / conference calls.

### Task 3 – Future Parking Lot Expansion Mass Grading

Kimley-Horn will revise the previously prepared grading, drainage, and erosion control plan sheets (C3-00 & C5-00 to C5-84) to mass grade the additional Park and Ride land identified in the shaded area below (approximately 1.8 acres) to allow for future expansion. It is assumed that the proposed mass grading will be based upon Fulton County GIS topographic data and additional survey information will not be required. It is also assumed that there will be no encroachment upon the GDOT right-of-way. The revisions and permitting are assumed to coincide with the effort noted in Task 2 above.





## **Task 4 – Opinion of Probable Construction Cost / Earthwork Balance Analysis**

Kimley-Horn will prepare an engineer's Opinion of Probable Construction Cost (OPCC) of the civil on-site improvements based upon the revised drawings outlined in tasks 1 and 2 above. Kimley-Horn will also analyze the Park and Ride lot project earthwork in an effort to "balance" the site and limit the amount of import / export. It is noted that unforeseen, unsuitable soils may be encountered on site during construction which could affect this analysis. The deliverable for the OPCC will be provided in PDF and Microsoft Excel format. The regrading of the site resultant from the earthwork balance exercise will be reflected on the grading and drainage plan sheet (C3-00).

*Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs are based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgement as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from the OPCC.*

## **Task 5 – Bidding Assistance**

Kimley-Horn will support the Client and/or Owner during bid phase as requested such as answering Contractor's reasonable requests for information and review of Contractor's proposals. It is assumed that the client will prepare the front-end specifications / bidding instructions and the Civil Drawings will be incorporated into the Clients overall bid package. For budgeting purposes, we have assumed up to 20 hours of Kimley-Horn effort associated with this task. If additional effort is required it can be provided at our then current hourly rates.

## **ADDITIONAL SERVICES**

Any services not specifically provided for in the above scope, as well as any changes in the scope by Client request, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance.

## **SERVICES NOT INCLUDED**

The following list of activities not included is provided for clarity as well as anything not described in the scope of work. Most can be provided upon request.

- Surveying / easement coordination / exhibit preparation
- Parking Expansion Area Site Layout / Concepts
- Landscape / Tree Protection Plan revisions
- Structural analysis / Retaining wall design
- Value Engineering
- Soil infiltration testing
- Design of offsite storm drainage or offsite utility infrastructure
- Franchised Utility Design or Relocations /
- Research to determine the exact location of existing utilities
- Lot consolidation or re-plat administration with City of Fairburn Planning Dept.
- As-built or record drawings
- Additional meetings / coordination not specifically noted above

## **SCHEDULE**

Kimley-Horn will undertake and complete the described services as expeditiously as practicable to meet a mutually agreed upon project schedule.



## FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1 through 5 for the lump sum labor fees noted below. Individual task amounts are informational only.

Task	Lump Sum Budget
Task 1 – Master Plan Hydrology Study	\$10,500
Task 2 – Plan Revisions / Permitting	\$18,500
Task 3 – Future Parking Lot Expansion Mass Grading	\$3,800
Task 4 – OPCC / Earthwork Balance Analysis	\$6,000
Task 5 – Bidding Assistance	\$4,000
EXPENSES	\$1,500
<b>TOTAL FEE:</b>	<b>\$44,300</b>

All permitting, application, and similar project fees will be paid directly by the Client. Any minimal fees Client elects to have Kimley-Horn pay for convenience will be billed at 1.10 times cost (including fire flow test). Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **The City of Fairburn**.

Kimley-Horn and Associates, Inc., in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide contact information on who will process the invoices below:

Please email all invoices to \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



Emmy Montanye, P.E., LEED AP  
Senior Vice President



Casey Warfield, P.E., LEED AP  
Project Manager/Associate

Attachment: Standard Provisions

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2018

**The City of Fairburn  
A Municipality**

\_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:





KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not





intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.





(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Kimley-Horn Fee Summary - REVISED**

<u>Task / Classification</u>	<u>Hourly</u> <u>Effort</u> Estimate	<u>Hourly Rate</u>	<u>Subtotal</u>	<u>Rounded</u> <u>Total</u>
<b><u>TASK - 1</u></b>				
Professional	50	\$170	\$8,500	
Senior Professional II	10	\$210	\$2,100	
		<b>TASK TOTAL:</b>	<b>\$10,600</b>	<b>\$10,500</b>
<b><u>TASK - 2</u></b>				
Professional	96	\$170	\$16,320	
Senior Professional II	10	\$210	\$2,100	
		<b>TASK TOTAL:</b>	<b>\$18,420</b>	<b>\$18,500</b>
<b><u>TASK - 3</u></b>				
Professional	20	\$170	\$3,400	
Senior Professional II	2	\$210	\$420	
		<b>TASK TOTAL:</b>	<b>\$3,820</b>	<b>\$3,800</b>
<b><u>TASK - 4</u></b>				
Professional	30	\$170	\$5,100	
Senior Professional II	5	\$210	\$1,050	
		<b>TASK TOTAL:</b>	<b>\$6,150</b>	<b>\$6,000</b>
<b><u>TASK - 5</u></b>				
Professional	5	\$170	\$850	
Senior Professional II	15	\$210	\$3,150	
		<b>TASK TOTAL:</b>	<b>\$4,000</b>	<b>\$4,000</b>
		<b>EXPENSES:</b>	<b>\$1,720</b>	<b>\$1,500</b>
<b>TOTALS:</b>	<b>223</b>		<b>\$44,710</b>	
<b>GRAND TOTAL:</b>				<b>\$44,300</b>



March 18, 2016

Joddie Gray, AICP  
President  
UrbanTrans  
318 Cherokee Ave SE, Suite 103  
Atlanta, GA 30312  
(404) 815-9080

**Re:    *Proposed Park and Ride Lot Concept Planning Services  
          Senoia Road  
          South Fulton CID***

Dear Joddie,

Kimley-Horn and Associates, Inc. ("KHA") is pleased to submit this letter agreement (the "Agreement") to **UrbanTrans** ("the Client") for civil engineering consulting services in relation to the potential park and ride lot located on Senoia Road, approximately 0.5 miles south of the Senoia Road / I-85 interchange at exit 61.

#### **PROJECT UNDERSTANDING**

Representatives of Kimley-Horn and Associates and UrbanTrans participated in a conference call on February 25, 2016 to discuss the project. From this conversation, we understand that the South Fulton CID is interested in providing a park and ride lot approximately 0.5 miles south of the Senoia Road / I-85 interchange where a Georgia Power transmission line easement has rendered land otherwise unusable for typical commercial development.

The extent of the project is at this time unknown, however UrbanTrans indicated that the park and ride would likely be built in phases, and cost will be a contributing factor.

#### **SCOPE OF SERVICES AND SCHEDULE**

##### **Task 1 – Concept Planning**

Our proposed services consists of preparing a total of three concept plans for the Client's review and use. Based on specific land size information provided by the Client, we will prepare two concept plans for to the Client for review and comment. Concept plans will include provisions for bus access and circulation as well as a passenger pavilion as a key amenity of the project. Additional site work elements for inclusion in concept planning shall be stormwater detention facilities and proposed lane improvements to Senoia Road to accommodate ingress and egress to the park and ride lot. The third



and final concept plan will be provided as the final deliverable based comments received from the Client. Services in this task are for concept planning only.

It is our understanding from research in preparing this proposal that the City of Fairburn is planning a Frontage Road connection through the land area described for the park and ride. We will rely on the assistance from the Client to coordinate with the City of Fairburn to obtain the design drawings and schedule of construction of the proposed Frontage Road for our inclusion in concept planning for this task. The graphic below illustrates our understanding of the potential park and ride site area as well as the proposed Frontage Road planned for development.



To further assist the Client, as part of this task we will provide an opinion of probable sitework costs for the Client's information on the final concept plan.



**Task 2 – Limited Demand Study**

Kimley-Horn will conduct observations during one (1) typical weekday morning and one (1) afternoon peak period at nearby retail establishments thought to be used by some commuters as quasi park and ride facilities. We will observe for up to two (2) hours during the morning and up to two (2) hours during the afternoon commute periods and document the number of vehicles that appear to be parked for park and ride purposes. We will work with the Client to determine up to three (3) facilities to observe. We will document our findings in brief memorandum format and use this information as a basis to size phase one of the proposed park and ride facility.

**Task 3 – Traffic and Turn Lane Evaluation**

Kimley-Horn will conduct 48-hour pneumatic tube counts (Average Daily Traffic) along Senoia Road at the proposed driveway in the northbound and southbound directions. Additionally, we will estimate the trip generation potential of the proposed park and ride facility based on the parking space count agreed upon with the client following the limited demand study. Based on the trip generation and assignment, we will determine if a right-turn deceleration lane or is needed at the proposed driveway. The criteria will be based on GDOT's *Regulations for Driveway and Encroachment Control* manual. The results will be summarized in a memorandum to be submitted to the Client.

**Task 4 – Survey**

The Subconsultant LeCraw Engineering, Inc. will provide a boundary and topographic survey for approximately 15 acres. The survey will reference the Coordinate System of Georgia, NAD 83 Datum, West Zone with one foot contour intervals. The survey will show all substantial visible improvements on the subject property. Sanitary sewers and storm drains will be shown based on visible, locatable above-ground evidence with depth and size measurements take to reasonable accuracy from outside the manhole. Other underground utilities will be shown based on available utility records and markings on the ground to be provided by a private utility marking firm as part of this task.

Also included with this survey task is an ALTA certification review of a title commitment to certify the referenced survey according to 2016 ALTA standards to include optional items 1-5, 6(a), 8, 9, 11 & 13 of Table "A" thereof.

This task also includes minor subdivision platting which will be prepared in accordance with local requirements.

Lastly, this task also includes the services of a private utility marking firm to designate underground utilities on the site. The underground utilities will be located using radio detection methods which identify metallic utility lanes and lines with metal tracer wire. Non-metallic utilities without tracer wire will not be detectable and cannot be located using radio detection. It is important to note that the proposed method of utility detection meets the standard of care for this type of development, however this task does not guarantee that all underground utility lines will be found.

**Task 5 – Geotechnical and Environmental Services**

The Subconsultant United Consulting will be utilized for this task to provide geotechnical and environmental services for the project. Included with this task is a geotechnical study that will include boring a total of six (6) standard penetration test borings to obtain soils information necessary for grading of the site and design of pavements. No laboratory chemical testing is proposed for this type of project. A report will be provided that includes a discussion of subsurface conditions, a recommendation for grading the site, light pole foundation design, and heavy and light duty asphalt pavement design.

Also included with this task is the preparation of a Phase I Environmental Assessment that has purpose to identify conditions indicative of releases of hazardous substances on, at, in, or to the property. The assessment will be in general accordance with the EPA "All Appropriate Inquiry" rules and consistent with the general methodology of ASTM E-1527-13 Standard for Phase I ESAs. Also included with this task is a preliminary wetlands investigation.

**Task 6– Design Development**

Once the Client has identified and approved the desired final concept plan, and in conjunction with the project data gleaned from tasks 2-5, the following professional civil engineering services will be provided to develop Design Development level civil documents:

- a) KHA will evaluate and adjust the site plan relative to actual site conditions. KHA will conduct preliminary engineering services including site layout, grading, storm water management, and utility layout.
- b) KHA will develop a hydrology model to determine requirements for detention, water quality, and channel protection.
- c) Design Development plan deliverables will be provided to the client for review and comments. These Design Development level plans that will consist of:
  - Existing Conditions
  - Demolition Plan
  - Site Plan
  - Grading and Drainage Plan
  - Utility Plan
  - Landscape Plan

**Task 7 – Construction Documents and Hydrology Report**

KHA will incorporate the Client's comments from the design development submittal and then prepare construction drawings including hydrology report and specifications for site development to be submitted to review authorities. The construction documents prepared under this scope of services shall consist of the following:



- a) Cover sheet. This sheet will contain all relevant project/contact information, as well as general notes and legends.
- b) Demolition Plan. This plan will identify existing physical features such as the parking lots, storm pipes, site walls, and utilities that must be removed prior to beginning any construction activities.
- c) Site Plan. This plan will define proposed improvements including the building, driveways, parking lots, sidewalks, and roadways. Staking information and dimensions will be provided to assist the contractor in site layout of the proposed improvements. The plan will also indicate known or planned easements, as well as any needed buffers and setbacks.
- d) Grading and Drainage Plan. Spot elevations in critical areas and proposed contour lines interpolated between spot elevations will be provided. All storm pipes and material shall be sized and specified in accordance with local requirements. No offsite utility design or extension to the site is included in the basic services.
- e) Water Plan. The design of new water to the site will be shown. At this time we assume that the design will include a water main extension for fire hydrants and no more than two hose bibs at or near the pedestrian pedestal area of the park and ride for periodic washing and maintenance. Extensive offsite utility design or extensions to the site are not included in the basic services and are not anticipated.
- f) Erosion and Sediment Control Plan. A three phased erosion and sediment control plan will be prepared as required by the review agencies. The location and identification of specific erosion and sediment control measures will be delineated on a plan that will include proposed grading and drainage improvements. These measures will generally reflect guidelines established in the *Georgia Erosion and Sedimentation Control Manual* and are for the Contractor's guidance. Additional measures may be required during various phases of construction.
- g) Landscape plans. A landscape plan will be prepared that will incorporate the Client's comments from the design development landscape plan submittal. Additionally, the plan will be prepared in accordance with the City of Fairburn's minimum landscape code requirements.
- h) Construction Details. Details for site work improvements and erosion and sediment control measures will be shown. Typically these details will correspond with the City of Fairburn, the City of Atlanta and Georgia Department of Transportation standard details.
- i) Hydrology Study. The hydrology study will address all water quality requirements specific to the site to address stormwater management detention, water quality and channel protection. The study will include the design measures proposed and support calculations for the measures.
- j) Technical Specifications. Specifications under separate cover will not be provided for this project, however technical specifications needed for construction in accordance with the standard of care will be provided in the plans.

**Task 8 – Land Development Permitting: City of Fairburn**

The site development plans and supporting documentation will be submitted to the City of Fairburn for their review towards obtaining a Land Development Permit. All fees associated with obtaining a permit (impact, permit, inspection, etc.) are the responsibility of the Client.

Kimley-Horn will address up to one round of agency comments as part of this task. Addressing additional comments as required by the city or the Client will be considered an additional service.

The permitted set of plans will become the civil documents issued for construction.

*Kimley-Horn and Associates, Inc. has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.*

**Task 9 – NPDES Permitting**

Erosion and sediment control plans will be developed and submitted to the City of Fairburn for review as part of the Land Disturbance permit. The City of Fairburn is a Local Issuing Authority (“LIA”). KHA understands that the proposed development is more than one acre of disturbed area and National Pollutant Discharge Elimination System (NPDES) permitting will be required. KHA will provide the following services related to NPDES Permitting:

- a) NPDES requirements and information will be developed and provided within the construction documents. The design plans will be prepared under the guidance of a Professional Engineer and Level II Design Professional as designated by the Georgia Soils and Water Conservation Commission.
- b) Provide information and technical assistance for completion of the Notice of Intent (NOI), which is required to be filed 14 days prior to construction.
- c) Conduct the required Design Professional Seven Day Inspection and provide the required documentation for the site visit to be kept on file on site by the Contractor.
- d) Provide technical information and assistance for completion of the Notice of Termination (NOT) once the project and final stabilization is complete.

Other than the Seven Day erosion and sediment control inspection required by law by the design professional, no additional site inspections or monitoring are included and are assumed to be provided.



**Task 10 – GDOT Encroachment Permit**

Senoia Road is State Department of Transportation (DOT) Route and will require an encroachment permit for improvements in the ROW. Based on the information provided, KHA assumes that improvements consist of one right turn lane into the project on the northbound approach. The permit will not include a median break connection allowing full access on Senoia Road.

KHA will prepare one set of documents for submittal to GDOT for their review, including the required application (to be signed by the Client). This task includes the plan preparation, submittal, and up to two (2) plan revisions based on GDOT comment. Upon completion of review, GDOT will require a construction performance bond and likely indemnity and maintenance agreements to be provided by the Client and/or Contractor.

**Task 11 – Meetings and Coordination**

Kimley-Horn will attend design team meetings, utility company meetings and stakeholder meetings at the request of the Client during the design phase. Budget provided is based on attending up to five meetings during the design phase or until the budget is expended. Additional meetings will be considered a potential additional service.

Meetings during construction are allocated in Task 12.

**Task 12 – Limited Construction Phase Services**

KH will provide limited professional construction phase services for the project. Fees are based on a 4-month construction phase with the majority of our services being required in the initial and final months. These services are as follows:

- *OAC Meetings, Visits to Site and Observation of Construction.* KHA will provide on-site construction observation services during the construction phase of the subject project as requested by the Client in order to observe the progress of the Work. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on KHA's exercise of professional judgment.

This task includes attendance to meetings and/or site visits at the Client's request. We have not included participation in weekly or bi-weekly OAC meetings for the life of the project for the base scope of services. We have included up to five (5) site visits and/or meetings during the CA phase. Additional meetings, site visits, and CA services will be considered an additional service upon request by the Client and can be provided at the hourly labor rate.

- *Recommendations with Respect to Defective Work.* KHA will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, KHA believes that such work will not produce a completed Project that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- *Clarifications and Interpretations.* KHA will issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents and are for site related items only. Field Orders authorizing variations from the requirements of the Contract Documents will be made by Client.
- *Shop Drawings and Samples.* KHA will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to accuracy or completeness of details or construction means or methods. KHA is not responsible for any deviations from the Contract Documents not brought to KHA's attention in writing by the Contractor.

**INFORMATION TO BE PROVIDED BY THE CLIENT**

KHA will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the Client, the Client's consultants or by others for whom KHA is not legally responsible. The Client acknowledges that verifying the accuracy and completeness of such items is not part of the KHA's scope of services.

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## FEES AND BILLING

The lump sum base fee quoted includes professional engineering design services, permitting with the City of Fairburn and construction phase services. Tasks shall be billed as lump sum effort.

Lump Sum Fee Summary Site Development	Fee
Task	Lump Sum Fee
Task 1- Concept Planning	\$8,500
Task 2- Limited Demand Study	\$5,000
Task 3- Traffic and Turn Lane Evaluation	\$5,500
Task 4- Survey	\$13,000
Task 5- Geotechnical and Environmental Services	\$11,500
Task 6- Design Development	\$5,000
Task 7- Construction Documents and Hydrology Report	\$15,000
Task 8- Land Development Permitting: City of Fairburn	\$5,000
Task 9- NPDES Permitting	\$4,000
Task 10- GDOT Encroachment Permit	\$14,000
Task 11- Meetings and Coordination	\$3,500
Task 12- Limited Construction Phase Services	\$6,000
Anticipated Expenses (Budget):	\$2,000
<b>Total Estimated Lump Sum Fee:</b>	<b>\$98,000</b>

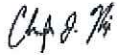
Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.10 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Payment for invoices received by the last day of a month will be due within 25 days. In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer **UrbanTrans** or its assignee.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter. We look forward to supporting you in developing this important and challenging project. If you have any questions, please call me in the interim at 404-419-8778 to discuss.



KIMLEY-HORN AND ASSOCIATES, INC.



Christopher J. Nix, P.E.  
Associate

Attachment: Standard Provisions



Jeffrey B. Smith, P.E., LEED AP  
Associate

## UrbanTrans

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_  
(Member or Manager, as authorized)



Hourly Rate Schedule  
Through December 31, 2016

<u>Category</u>	<u>Hourly Billing Rate</u>
Principal	\$235 - \$280
Senior Professional	\$155 - \$225
Professional	\$90 - \$145
Designer	\$125 - \$135
Technical Support	\$90 - \$125
Support Staff	\$ 68 - \$80

LO1

**KIMLEY-HORN AND ASSOCIATES, INC.**  
**STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant.

and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant

actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

**(15) Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

**(16) No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

**(17) Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

**(18) Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF BOARD SOUTH FULTON CID BOARD MEMBER**

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

**Submitted: 01/30/2018    Work Session: 02/12/2018    Council Meeting: 02/12/2018**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** There is no budget impact with this item.

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

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**PURPOSE:** For Mayor and Council to approve Mr. Kevin Caille as the City of Fairburn's appointment to the South Fulton CID Board.

**HISTORY:** The South Fulton Community Improvement District (CID) was formed in 1999 by business leaders interested in improving freight access to warehousing, manufacturing and industrial sites along Oakley Industrial Boulevard and connectivity to I-85.

The CID is a self-taxing entity that leverages the money collected to fund studies, preliminary engineering (PE) and construction projects. The CID does not replace city and county infrastructure improvement programs, but supplements them by providing a means to advance projects within the area.

**FACTS AND ISSUES:** The CID Board of Directors is made up of elected members representing property owners and appointed representatives from Fulton County, Union City, City of Palmetto and the City of Fairburn. The board is responsible for managing the CID and determining funding. The City of Fairburn was asked by the South Fulton CID Administrator, Joddie Gray to obtain approval from Mayor & Council on their recommendation of Mr. Kevin Caille as the City of Fairburn's appointment to the CID Board.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve Mr. Kevin Caille as the City of Fairburn's appointment to the South Fulton CID Board.

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*Donna Gayden, City Administrator*

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*Elizabeth Carr-Hurst, Mayor*



DCT Industrial Trust Inc. | 3340 Peachtree Road NE Tower 100, Suite 1950 | Atlanta, GA 30326

Kevin Caille  
Vice President  
DCT Industrial

As Vice President for DCT Industrial Trust, Kevin Caille is tasked with all property and market related activities including leasing, asset management, and sourcing capital deployment opportunities inclusive of land development and building acquisitions in Atlanta.

Prior to joining DCT Industrial, Kevin came from NAI Brannen Goddard where he had 11 years of commercial real estate experience as an industrial real estate broker. There he specialized in the sale and leasing of industrial facilities for both institutional and private owners as well as national, regional and local companies with their real estate requirements. He provided clients with successful real estate solutions to maximize their business performance and enhance profitability utilizing his expertise in all aspects of corporate real estate. Kevin has completed over 400 transactions comprising of over 6.5 Million square feet.

Kevin earned a Masters of Business Administration and a Bachelors of Business Administration with a concentration on Real Estate from the University of Georgia. He is a licensed salesperson in the state of Georgia, an active member of the Atlanta Commercial Board of Realtors where he is a life member of the Million Dollar Club, and past President of the Association of Young Real Estate Professionals.



## Jennifer Elkins

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**From:** Joddie Gray <grayj@urbantrans.com>  
**Sent:** Thursday, November 09, 2017 1:54 PM  
**To:** bwalker@fairburn.com  
**Cc:** Lester Thompson  
**Subject:** Fairburn Appt to CID Board  
**Attachments:** KCaille Bio.docx

Hi Brendetta:

This is who we are recommending as Fairburn's appointment to the CID Board. Can you have city council approve?

Thank you!

Joddie

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**From:** Kevin Caille [<mailto:kcaille@dictindustrial.com>]  
**Sent:** Thursday, November 9, 2017 1:35 PM  
**To:** Joddie Gray <[grayj@urbantrans.com](mailto:grayj@urbantrans.com)>  
**Subject:** RE: SFCID

Joddie-

Yes I am interested. Please see the attached for my bio and let me know if you have any questions.

Thanks,

**Kevin Caille**  
Vice President



3340 Peachtree Road NE  
Tower 100, Suite 1950  
Atlanta, Georgia 30326

Direct: 404-846-6847  
Mobile: 770-827-8385  
[kcaille@dictindustrial.com](mailto:kcaille@dictindustrial.com)

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**From:** Joddie Gray [<mailto:grayj@urbantrans.com>]  
**Sent:** Thursday, November 9, 2017 12:56 PM  
**To:** Kevin Caille <[kcaille@dictindustrial.com](mailto:kcaille@dictindustrial.com)>  
**Subject:** SFCID

**\*\*EXTERNAL EMAIL\*\***

Hi Kevin,

Are you interested in serving on the CID Board? If so, can you send your bio over to me so I can send to Fairburn.

Thank you!!

Joddie

**Joddie Gray, AICP**

South Fulton CID Administrator

T: 404.815.9080 | C: 404.992.8241

[www.southfultonicid.com](http://www.southfultonicid.com)