



Workshop Agenda

January 22, 2018

6:00 P.M.

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

56 Malone Street
Fairburn, Georgia 30213-1341
Phone: 770.964.2244 Fax: 770.969.3484
www.fairburn.com



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
January 22, 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
Jennifer Elkins |
| III. | Invocation: | Appointee |
| 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 City Council Minutes: | Council Members |

IX. Agenda Items:

New Business

1. Mayor and Council

Appointment Board of Appeals members:

Brenda Cooper (Mayor Elizabeth Carr-Hurst)

Larry Portee (Councilman Ulysses Smallwood)

Thomas Cochran - reappointment (Councilman Hattie Portis-Jones)

Derek Jones - reappointment (Councilman Alex Heath)

2. City Clerk

Jennifer Elkins

2018 Mayor and Council meeting schedule.

3. City Administrator

Donna M. Gayden

Task Order for The Collaborative Firm, LLC in the amount of \$164,525.00.

4. City Administrator

Donna M. Gayden

Agreement with IT in a Box in the amount of \$120,400 for IT Services.

5. Community Development

Lester Thompson

Supplement No. 1 with the Georgia Department of Transportation for the Project Framework Agreement for the CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138 Project.

6. Parks and Recreation

Chapin Payne

Facility Use Agreement for South Fulton Little League for the Spring 2018 season.

7. Parks and Recreation

Chapin Payne

Operating schedule and fee structure for the 2018 Duncan Park Pool season.

X. Council Comments:

Council Members

XI. Executive Session

City Attorney

XII. 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 Mayor and Council Meeting Minutes

December 11, 2017

7:00 PM

- I. Meeting was called to order at 6:00 pm by The Honorable Mario B. Avery, Mayor.
- II. Roll Call was taken by Interim City Clerk, Shana T. Moss, all members of council were present; the city had a quorum and the meeting proceeded.
- III. Invocation was rendered by The Honorable Mario B. Avery, Mayor.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentations:
 1. Attorney Randy Turner of Turner, Ross, LLC. Attorney Turner called Attorney's Valerie Ross and Meredith Germain to the podium. He stated, he and Valerie had been partners for 15 years and they were pleased to announce that Meredith Germain, who had been with them for 6 years and she was now a partner with their firm and their firm will be known as Turner, Ross, Germain, LLC.
 2. Attorney Randy Turner of Turner, Ross, Germain, LLC. Attorney Turner spoke about the great friendship he has had with Mayor Avery, he has been practicing law for over thirty years, and he has never seen such a more dedicated, and good person. His firm has enjoyed serving the City of Fairburn, and he wishes the Mayor and First Lady Avery, the best as they enter the next phase. The firm presented Mayor and Lady Avery with a token of appreciation and love.
 3. Mayor Mario B. Avery, asked members of Council to join him at the podium and asked all department heads and employees to stand as he presented a token of appreciation, and dedication to Interim City Administrator, Mr. Stephen Hood. Mayor Avery stated, Chief Hood propelled the city during a difficult time and he kept the ship sailing. He was presented a unique plaque with different occurrences during his tenure from the accomplishments of his department heads. Chief Hood will also be leaving the city to pursue his passion in the healthcare industry. Chief Hood thanked the mayor, and council for the opportunity to serve in the capacity of Interim City Administrator, and he lauded the department heads, stating, "They were the finest of the finest, he allowed them to do their jobs, and they made him look good." Chief Hood thanked everyone for his thirty plus years in public service and stated he was grateful to be able to explore another career path.
 4. Chief Stephen Hood approached the podium and asked all department heads and employees to stand as he asked Mayor and First Lady Avery to come forth. Chief Hood presented a beautiful soaring eagle plaque to Mayor Avery. He thanked Mayor for his leadership, dedication, and relentless service to the Employees and the citizens of Fairburn. Mayor Avery's plaque had one of his favorite sayings, "you have made a mark in this region that will be talked about for decades."

City of Fairburn Mayor and Council Meeting Minutes

Mayor was pleasantly surprised and thanked the hard work of each department head. He expressed words of sentiment to Police Chief Vernal Sutherland, that the City of Fairburn is now safer than it has been in decades. He told City Engineer Brendetta Walker, her team and her, should be proud of themselves, all it takes is a ride on Highway 74 to see the development, he referenced Utilities Director Tom Ridgway, and the experience he and his team have received due to the expansive developments and working with Google, Smuckers, and Duracell. He lauded Chief Hood, Deputy Chief Robinson and the Fire Department for the short response times to arriving on scenes of fires, and the city's ISO rating, which helps the cost of home owners insurance. He thanked Interim City Clerk, Moss for coming to Fairburn and helping the city, when it was it need. He had accolades for Parks and Recreation Director, Ms. Chapin Payne and Dr. Davante Parks, for their work and activities with Duncan Park. He thanked the employees and said, "Fairburn has some great employees who work to ensure the city looks good and operate efficiently.

5. Mayor Avery presented City Administrator, Ms. Donna Gadyen, who took the helm as City Administrator on December 4, 2017. Ms. Gayden stated, she was excited and honored to be a part of the City of Fairburn.

VI. Public Comments:

1. Ms. James Sumners of 112 Shannon Chase Court, Fairburn, GA. Ms. Sumners had a problem with the January 8, 2018 Council Meeting being in a church. That is the inauguration of Mayor Elect, Elizabeth Carr-Hurst, and Council Members: Heath, Portis-Jones, and Smallwood. He stated he did not feel a meeting should be held in a church.
2. Mrs. Tonya Clauss of 8410 Clecker Road, Fairburn, GA. Mrs. Clauss stated there are ongoing problems with Oakley, such as trash on the road as she has mentioned before. Also, the lighting on the road, big trucks speeding and knocking down road signs and the traffic light at the intersection of Oakley and Highway 74.
3. Mrs. Patricia Durette of 8415 Cleckler Road, Fairburn, GA. Mrs. Durette stated lights on Oakley Industrial are a major problem. The stop sign is down on Gillette Road and Highway 29. The city really needs to monitor the speeding of big trucks coming down Oakley. She is still upset over the council approving Saban Warehouse to the area; she has been at her residence for over 20 years.

- VII. Adoption of the Council Agenda: Motion to approve agenda as order of business for the evening was made by Councilwoman Glaize; motion, seconded by Councilman Heath.

Vote: 5-0.

Motion Carried.

Motion to approve Consent Agenda: was made by Councilman Whitmore; motion, seconded by Councilman Heath.

Vote: 5-0.

City of Fairburn Mayor and Council Meeting Minutes

Motion Carried.

- VIII. Adoption of City Council Minutes: Motion to approve minutes (November 27, 2017 meeting) was made by Mayor Pro-Tem, Portis-Jones; motion, seconded by Councilwoman Glaize.
Vote: 5-0.

Motion Carried.

Councilwoman Glaize presented some additions to the minutes, and Councilman Whitmore requested additional comments from him be added. Interim Clerk will make additions and these minutes will be presented at the January 22, 2018 meeting.

IX. Agenda Items (Consent)

1. Office of the City Clerk

Chief Stephen Hood

Appointment of the Permanent Clerk, Ms. Jennifer Elkins.

Vote: 5-0.

Motion Carried.

2. Police Department

Chief Vernal Sutherland

Appointment of Deputy Chief Anthony Bazdylo to Interim Police Chief, due to the retirement of Chief Vernal Sutherland, III.

Vote: 5-0.

Motion Carried.

3. City of Fairburn

Chief Stephen Hood

City of Fairburn's recertification through Georgia Municipal Association (GMA) as a City of Ethics.

Vote: 5-0.

Motion Carried.

4. Water and Sewer

Mr. Tom Ridgway

Sewer Repair in St. John's Crossing, resulting in sewer, manhole, and plumbing problems. There are flooding problems in St. John's which has attributed to beaver problems, some of the piping has been exposed to the weather and this repair will fix the pipes.

Vote: 5-0.

Motion Carried.

5. Fulton County

Attorney Randy Turner

Presented an intergovernmental agreement with Fulton County for providing animal services. This agreement will be effective until April 30, 2018 as this agreement will be re-negotiated due to the City of South Fulton absorbing some of the cost.

Vote: 5-0.

Motion Carried.

X. Council Comments:

Councilwoman Glaize: Stated serving the City of Fairburn was a blessing and honor, she was happy to serve. She didn't come with an agenda; she wanted to be a part of progression. She talked about how she became a council member, and referenced attending a State of the City address, where the mayor talked about serving your community, at the end of the meeting it was asked, "Is God talking to anyone in

City of Fairburn Mayor and Council Meeting Minutes

here?" She reflected on that passage and knew it was time for her to give back to her community. She has enjoyed working with Mayor Avery, her fellow council members, the employees of Fairburn, and working with the citizens. She said her 4 years on council were great, because leadership drives progression.

Councilman Pallend: Stated he has enjoyed working with Mayor Avery, he has done a marvelous job and great things for the city. He thanked First Lady Diane Avery for being such a great support to the mayor, and had advice for Mayor Avery, regarding Lady Avery, "as you go forth, listen to she who must be obeyed, she is a wise woman." I'm sorry to see you go, but I understand.

Mayor Pro-Tem Portis-Jones: Stated it has been an honor to serve with Mayor Avery, her decision to run for office was divine, this mayor and council have shown how a team works. She is sad to see both Mayor Avery and Councilwoman Glaize go, she is thankful the citizens elected her to a second term. It has been an honor; she is looking forward to continuing working, as there is still a lot to do in Fairburn. She thanked Interim City Clerk, Shana T. Moss for coming to the city and working hard, she is grateful for the professionalism in the clerk's office. She thanked Chief Hood for his accomplishment and the city's ISO rating and stepping in to help the city as the city administrator.

Councilman Heath: Stated he came on board with Mayor Avery, he is very knowledgeable and is grateful for the opportunity to have been afforded to serve with him. The city was \$332,000 in arrears when Mayor Avery came on board, he kept employees working, no one lost their job. Duncan Park is probably the city's greatest investment, the city could have leased the park but this administration purchased the park, the park is looking better than ever, the senior center with 84 units, over 1,000 applications were received. Mayor Avery ushered in another option with tax free bonds, the city was able to purchase the building where Georgia Military College is housed, he said the mayor had foresight and has left his mark on it. Chief Hood, kudos to you, how admirable; men stepping up and making a mark in their cities. Thanks to the City Attorney, Randy Turner, who has been supportive of Mayor Avery, he thanked First Lady Avery for her support, and praying for Mayor Avery. He closed by thanking Deputy Chief Bazydlo for his hard work, and Chief Robinson for being a kind and respectful person.

Councilman Whitmore, thanked the citizens and staff, wished everyone a Merry Christmas and Happy New Year! Ms. Meredith Germain, thank you and congratulations. To Ms. Gayden, thank you and welcome to the city. Chief Hood, thank you, we have had many conversations going over data, he shared and this information helped him a lot, hats off to you, for a job well done. He shared with Councilwoman Glaize, that 4 years ago when she ran, they went to Oz's Pizza, and during the conversation it was revealed they attended the same high school in New Jersey. He moved to Fairburn in 2011, you have done a lot for the city, thank you for your service. To Interim City Clerk Moss, thank you, you have set the bar high with your professionalism, you have not only shown us your professional side, but your

City of Fairburn Mayor and Council Meeting Minutes

personal side, checking on us, when we travel and asking us to check in with you, to ensure our safety, and for compiling the best travel packets. Thank you for your service.

Council Whitmore, asked Mayor Avery to stand, he recalled a conversation he had with First Lady Avery, who asked Councilman Whitmore to find something (suit) for her husband. He met Mayor Avery, regarding Durham Lakes Country Club, this was during the downward spiral of the market, they had numerous conversations, he learned a lot and Mayor Avery appointed him to the Planning and Zoning Committee. He acknowledged working with Attorney Valerie Ross and how much he learned from her, he is proud of the STEAM project that is thriving and moving forward. In closing, "Mr. Mayor, you have done an outstanding job, thank you for your leadership.

Mayor Avery, gave accolades to all city appointed board members, he thanked them for their dedication and leadership. He acknowledged Mrs. Ellen Samuels for being his executive assistant. He gave commendations to Ms. Payne and Dr. Parks for their work with the Fairburn Festival, they have taken the festival to another level, and the festival is still being talked about. He complimented Mrs. Akilah Moody Harrison for her unwavering work and dedication. He acknowledged the Mayors of South Fulton, stating it is evident of the success of their cities that they are hard working men and women with a proven track record of success.

He gave accolades to Attorney's Randy Turner, Valerie Ross, and Meredith Germain for being one of the most respected zoning attorneys in Fulton County, stating Valerie Ross has helped us tremendously. He gave accolades to Judge Monica Ewing, and was happy to report that crime in Fairburn has decreased; in 2010 the City of Fairburn had some of the highest crime statistics in the state, now we are one of the most respected in the state. He stated the utilities department is phenomenal, they have done some awesome work, the finance department has worked relentlessly; currently, the city has the highest credit rating it has ever had in the city.

He thanked Interim City Clerk, Shana T. Moss, for coming and working during one of the most critical times, the city's election qualifying period, you have been a godsend. He thanked Chief Hood, stating "Chief Hood, you are a "Man among Men, you stopped the ship from capsizing." There are not enough words to say Thank You! You served this city well.

He thanked Fairburn Citizen, Ms. Nell Smith, stating we might not have always agreed.

He thanked his wife, for her unwavering support, dedication, never ending prayers and unconditional love.

He closed with one piece of advice: If Valerie Ross or Randy Turner, ever tell me this statement: I wouldn't do it, if I were you, please take heed!

City of Fairburn Mayor and Council Meeting Minutes

XI. Executive Session: None

XII. Adjournment: With no further business of the city, motion to adjourn at 8:20 pm was made by Councilman Pallend; motion, seconded by Councilman Whitmore.

(Interim) City Clerk

Mayor

I attest:

City of Fairburn
City Council Inauguration and Meeting
January 8, 2018

Open Word Christian Ministries
6250 Highway 92 - Fairburn, GA 30213

MINUTES

1. Call to Order

Mayor Pro Tem Hattie Portis-Jones called the meeting to order at 6:13 PM at 6250 Hwy. 92, Fairburn, GA 30213.

2. Oath of Office

- Hiram “Alex” Heath, Councilmember Elect At-Large

The Oath of Office was administered to Alex Heath by City Attorney Randy Turner.

- Hattie Portis-Jones, Councilmember Elect At-Large

The Oath of Office was administered to Hattie-Portis Jones by Charles Ramsey.

- Ulysses Smallwood, Councilmember Elect At-Large

The Oath of Office was administered to Ulysses Smallwood by Pastor Danita Jones.

3. The Impossible Dream - Kierra Turner

4. Oath of Office - Elizabeth Carr-Hurst, Mayor-Elect

The Oath of Office was administered to Elizabeth Carr-Hurst by Glenda Smith.

5. Inaugural Address

Mayor Elizabeth Carr-Hurst delivered the Inaugural Address.

6. Roll Call

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

7. Council Appointments for 2018

DRAFT

Mayor Pro Tem:

MOTION: Councilman Heath made a motion Councilwoman Hattie Portis-Jones seconded a motion to appoint James Whitmore as Mayor Pro Tem. Motion carried 5-0.

City Administrator

MOTION: Councilman Pallend made a motion Councilman Hattie Portis-Jones seconded a motion to appoint Donna Gayden as City Administrator. Motion carried 5-0.

City Clerk

MOTION: Mayor Pro Tem Whitmore made a motion Councilman Smallwood seconded a motion to appoint Jennifer Elkins as City Clerk. Motion carried 5-0.

Police Chief:

MOTION: Councilman Smallwood made a motion Councilman Heath seconded a motion to appoint Anthony Bazydlo as Interim Police Chief. Motion carried 5-0.

City Attorney:

MOTION: Councilman Heath made a motion Councilwoman Portis-Jones seconded a motion to appoint Randy Turner of Turner Ross Germaine, LLC as City Attorney. Motion carried 5-0.

Municipal Court Judge:

MOTION: Mayor Pro Tem Whitmore made a motion Councilman Heath seconded a motion to appoint Monica Ewing as Municipal Court Judge. Motion carried 5-0.

Legal Organ:

MOTION: Councilwoman Portis-Jones made a motion Councilman Heath seconded a motion to appoint the South Fulton Neighbor Newspaper as the Legal Organ. Motion carried 5-0.

8. Closing Remarks

Closing remarks were given by Mayor Elizabeth Carr-Hurst.

9. Benediction - Danita H. Jones, Pastor, In His Great Name Ministry

10. Adjourn

Mayor Pro Tem Whitmore adjourned the meeting at 7:14 PM.

Jennifer Elkins, City Clerk

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: 1-16-18 Work Session: 1-22-18 Council Meeting: 1-22-18

DEPARTMENT: Mayor

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: To appoint members of the Board of Appeals

HISTORY: The Mayor and each member of Council appoints a member. Each member must be a resident of the City of Fairburn.

RECOMMENDED ACTION: Approval of each appointee is recommended.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

Board of Appeals Appointees
2018

Mayor Elizabeth Carr-Hurst
Brenda Cooper

Councilman Ulysses Smallwood
Mr. Larry Portee

Councilwoman Hattie Portis-Jones
Thomas Cochran (reappointment)

Councilman Alex Heath
Derek Jones (reappointment)

Councilman James Whitmore
Rufus Wells (Current Appointment)



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: January 12, 2018 Work Session: January 22, 2018 Council Meeting: January 22, 2018

DEPARTMENT: City Clerk

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Consideration and action to approve the 2018 annual meeting schedule for Mayor and Council.

HISTORY:

RECOMMENDED ACTION: Approval

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

City of Fairburn

Mayor and Council

2018 Meeting Schedule

The Mayor and Council meet the 2nd and 4th Monday of every month at 56 Malone Street, SW, Fairburn, GA 30213 beginning at 6:00 PM Work Session and then a 7:00 PM Council Session. Meeting times are subject to change; please visit the City of Fairburn's website for up-to date information at www.fairburn.com.

Date of Meeting	Suggested Date	Agenda Items Due
January 8, 2018		
January 22, 2018		January 15, 2018
February 12, 2018		February 5, 2018
February 26, 2018		February 19, 2018
March 12, 2018		March 5, 2018
March 26, 2018		March 19, 2018
April 9, 2018		April 2, 2018
April 23, 2018		April 16, 2018
May 14, 2018		May 7, 2018
May 28, 2018 - Memorial Day	Cancelled	Cancelled
June 11, 2018		June 4, 2018
June 25, 2018 – (GMA Conference June 22 nd -26 th)	Cancelled	June 18, 2018
July 9, 2018		July 2, 2018
July 23, 2018		July 16, 2018
August 13, 2018		August 6, 2018
August 27, 2018		August 20, 2018
September 10, 2018		September 4, 2018
September 24, 2018		September 17, 2018
October 8, 2018 – Columbus Day		October 1, 2018
October 22, 2018		October 15, 2018
November 12, 2018 - Veteran's Day	Cancelled	Cancelled
November 26, 2018		November 19, 2018
December 10, 2018		December 3, 2018
December 24, 2018 – Christmas Eve	Cancelled	Cancelled
January 14, 2019		January 7, 2019



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: January 18, 2018 Work Session: January 22, 2018 Council Meeting: January 22, 2018

DEPARTMENT: Economic Development, Planning & Zoning and Code Enforcement

BUDGET IMPACT: \$164,525.00

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Consideration and action on a Task Order from the Collaborative Firm, LLC in the amount of \$164,525.

HISTORY: The Collaborative Firm, LLC provides Economic Development and Planning and Zoning Services for the City. The Economic Development Department will be responsible for \$110,250.00 with Planning and Zoning and Code Enforcement responsible for \$54,275. This is a budgeted item.

RECOMMENDED ACTION: Approval of the Agreement.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



Task Order TCF 2018.01

To: City of Fairburn
P.O. Box 145
Fairburn, Georgia 30213

Date: January 16, 2018
From: Michael Hightower

Attn: Donna M. Gayden, City Administrator

Project: City of Fairburn Economic Development Plan, Professional Economic Development Services,
Zoning Ordinance Audit and Amendments and Standby Planning Services

BACKGROUND INFORMATION

The Collaborative Firm, LLC has prepared this Task Order (TO) to assist the City of Fairburn with Economic Development and Planning and Zoning Services for the 2017 Fiscal Year from January 1, 2018 - December 31, 2018.

Fee Estimate

The budget below includes staff time and expenses necessary to perform the scope of work outlined above.

<u>Description</u>	<u>Proposed Budget</u>
Staff time to be billed monthly	\$164,525.00

If the City requires additional services, *The Collaborative Firm, LLC* will provide those services in accordance with the existing Unit Rates. A scope and budget for additional services would be prepared for City approval prior to performing the work (See Attachment. A).

Authorization:

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

The City of Fairburn

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

The Collaborative Firm, LLC

Authorized by: _____ Title: _____

Print Name: _____ Date: _____

1. Zoning Code Audit

Background

In January of 2017, The Collaborative Firm was approved to provide services relative to the auditing of the City's existing Zoning Ordinance and official Zoning Map. The approved Scope of Services included the following:

Audit the Zoning Ordinance and Official Zoning Map to ensure consistency with goals of the Comprehensive Plan and create action plan for Zoning Ordinance and/or Map amendments. This will be a three-year effort, with every section of the Zoning Ordinance under review, to be performed in cooperation with city staff and the city attorney. There will be three components to this work:

- *Audit Report which will detail the necessary changes to the Zoning Ordinance.*
- *Action Plan which will create a priority list and timeline for the necessary changes to the Zoning Ordinance.*
- *Zoning Ordinance amendments which will be ongoing. Amendments will be presented incrementally to avoid overwhelming the Planning and Zoning Commission and City Council.*

Status

To date, The Collaborative Firm staff has begun reviewing other land use documents prepared for the City of Fairburn to include the Comprehensive Plan, ARC's Lightning Community Audit, the Urban Redevelopment Plan, and the Zoning Ordinance, as a measure to incorporate the findings and recommendations of prior planning efforts and to avoid duplication. Staff has also completed an initial review of the City's existing zoning map to help identify inconsistencies relative to the Zoning Ordinance. The work completed to date has already unveiled several inconsistencies with the Zoning Map, reaffirming the need for the audit. Some highlighted inconsistencies are as follows:

- R2, R3, and R4 Overlays – While depicted on the Official Zoning Map, these zoning districts are not in the Zoning Ordinance.
- PS (Public Service) District – Shown on the Official Zoning Map in two areas: the interior (GDOT right of way) of the off-ramp loop at the intersection of Hwy 74 and Hwy 29, and a church property at the intersection of Hwy 92 and Dodson Road.
- Spot zoned non-residential districts that have no relationship either to existing surrounding residential zoning or the Future Development Map.

To set the course for this project, The Collaborative Firm met with City staff and developed an outline of tasks providing for an estimated time for completion. This outline was presented to Mayor and City Council at their July 10, 2017 workshop

meeting. Task 1 of that outline, as detailed below, has been initiated and is currently underway.

Task 1: Audit

Estimated time for completion: 4-6 months

Description: The Zoning Code Audit is meant to serve as a point of beginning to assist the Mayor and Council in determining necessary ordinance revisions. As a part of the audit process, the project team will complete a thorough technical review of the existing Zoning Ordinance compared to the recently approved Fairburn Comprehensive Plan (2015) to highlight inconsistencies and gaps in regulations which are imperative to the implementation of the City's vision. The audit will occur over the course of 4-6 months, and will focus on the specific established goals of the Comprehensive plan involving the areas of land use, housing, economic development, transportation, and parks, recreation and greenspace. The review and analysis will be organized into a final report which will include a diagnostic table, or similar format, which will list the specific goals of the comprehensive plan, identify applicable sections of the zoning ordinance, and recommend revisions to the sections to align it with the goal. This format will allow users of the document to easily interpret the inconsistencies and gaps. By its nature, the audit is more general in nature as the details of the specific requirements and regulations would be later worked out in the drafts of the ordinance language.

Task 2: Action Plan

Estimated time for completion: 2 months

Description: Following completion of the audit, the City Council will be presented with a copy of the final report for review. The Collaborative Firm will work with City staff and Council to determine which suggestions to pursue and to what extent. Based on this feedback, The Collaborative Firm will then develop an action plan for implementation of the report's recommendations. This action plan will establish a priority list and timeline for the necessary changes to the zoning ordinance.

Task 3: Zoning Ordinance Amendments

Estimated time for completion: 8 - 10 months

Description: Based on the priorities set by the action plan, The Collaborative Firm will draft and present revisions to the Zoning Ordinance for review. This process will include a series of public meetings and outreach to inform the public of recommended changes as they are drafted. It is recommended that these revisions be spread out over the course of 8 – 10 months so as not to overwhelm the process and to ensure that each proposed change is adequately addressing the goals and needs of the community.

Next Steps

On January 10, 2018, a meeting was held with City of Fairburn planning staff to discuss the project's next steps. Within the next month, The Collaborative Firm will begin conducting interviews with Community Development Staff to gain insight into the functionality of the existing Zoning Ordinance and will begin with the formal evaluation of each section of the Zoning Ordinance as well as the preparation of recommendations to be incorporated into a final Audit Report.

Timeline for Tasks

Tasks	Dec '17	Jan '18	Feb '18	Mar '18	Apr '18	May '18	Jun '18	Jul '18	Aug '18	Sep '18	Oct '18	Nov '18	Dec '18	Jan '19	Feb '19	Mar '19	Apr '19	May '19
Task 1: Audit																		
Compile master list of goals and objectives from Comp Plan																		
Conduct Technical Review of Zoning Ordinance and Supporting Documents																		
Identify Technical Issues/Inconsistencies and recommendations																		
Prepare detailed report identifying inconsistencies																		
Distribute final audit report to City for review																		
Task 2: Action Plan																		
Meet with City staff to review audit and identify priority items																		
Draft action plan and develop schedule for adoption																		
Task 3: Zoning Ordinance Amendments																		
Post audit for public review																		
Draft ordinance amendments*																		
Hold City Council Public Hearings to review changes*																		

*Public Hearings will be scheduled following the approval of an action plan. Amendments and hearings will be held incrementally.

2. Economic Development Strategic Plan

In October of 2016, the City of Fairburn adopted its first Economic Development Strategic Plan (EDSP). The plan serves as the overall guide and blueprint for implementing the City's economic development goals, objectives and strategies. The implementation phase of the EDSP was initiated beginning in 2017, and as a continuation of the economic development services provided by *The Collaborative Firm (TCF)* in 2016. The primary focus of *TCF's* services for this year is the continued implementation of the actions [strategies] identified in the plan.

Fairburn's EDSP has six primary goals, 18 objectives and 64 strategies. In 2017, Members of City Council as well as the City Administrator's Office deemed it appropriate to focus on the strategies related to the goals that support education, workforce development, public infrastructure and community development. The City has a demonstrated priority for these areas through significant investment and/or because opportunities exist to further advance their progress or development.

In January 2017, the City Administrator's Office requested that four priorities be established for economic development. Those priorities were identified and served as the basis for *TCF's* 2017 Economic Development Work Plan. Significant progress was made during the implementation of those priorities in 2017 and efforts to complete them will continue in 2018.

The Work Plan outlined below reflects the specific tasks and activities to be expedited in 2018. Other activities may be requested by City Council or the City Administrator's Office.

ECONOMIC DEVELOPMENT WORK PLAN FOR CITY OF FAIRBURN, GA 2018

Routine On-Site Tasks	Comment
<ul style="list-style-type: none">• Communications (emails, phone calls, meetings, administrative functions)• Meetings with business prospects• Review of developer and business prospect information (plans, studies, financial information, City policies & procedures, etc.)• Daily interaction with City departments and divisions• Attend meetings, events and marketing opportunities 8 to 5 and after 5, in and outside the City and state• Coordinate with and oversee consultants• Track down leads; working closely with property owners & developers involved with specific projects• Cultivate individual, organizational and community relationships• Conduct research and gather information on trends and best practices• Market to the City's target industries• Attend conferences & trade shows• Visit with local businesses & developers• Network with business, government, civic & community leaders	<p>These tasks are generally performed during the hours allocated for on-site assistance. Other tasks and activities may be requested from members of City Council and/or the City Administrator's Office.</p>

ECONOMIC DEVELOPMENT WORK PLAN FOR CITY OF FAIRBURN, GA 2018

Off-Site Tasks/Activities	Comment
<ul style="list-style-type: none">• Schedule and/or attend meetings related to Fairburn ED activities as required (meetings that cannot be scheduled during on-site hours)• Update actions & activities related to EDSP goals & strategies• Attend conferences, trade shows, business recruitment visits and related activities as requested by City of Fairburn• Meet with TCF staff as necessary to discuss issues, concerns, etc. related to Fairburn ED services.• Represent Fairburn on boards, committees, task forces, etc. if requested by City Council, City Administrator and /or TCF• Utilize off-site hours to prepare reports, updates, correspondence, presentations etc. related to Fairburn ED services as requested by TCF or the City of Fairburn• Attend City Council meetings as requested by City of Fairburn and/or TCF• Accompany members of City Council and/or the City Administrator on tours, site visits, etc. as requested• Respond to speaking engagement opportunities to promote Fairburn's economic development efforts	<p>These tasks and activities may be undertaken during hours allocated for off-site services. Often times it is not possible to accomplish these tasks within the limited hours scheduled on-site. Either because of scheduling, the very nature of the activity, or the on-site workload consumes the time allocated for their expedition.</p>

ED Priorities – 2018	Comment
<ol style="list-style-type: none"> 1. Marketing of the Betty Hannah Education Campus to attract additional post-secondary education institutions. 2. Explore the development/redevelopment of Hudson Plaza downtown. 3. Collaborate with businesses and property owners along Highway 74 to determine ways to enhance the corridor and attract desired development. 4. Develop an overall marketing plan for the City to promote Fairburn's assets and amenities to business prospects, developer interests and potential new residents. 	<p>These priorities were initially established through the City Administrators' Office based on the City's 'strategic focus' for 2017. They will continue to be a primary focus of economic development activity along with additional priorities in 2018.</p>

New ED Priorities – 2018	Comment
5. Work with the business community to organize and establish a Fairburn business organization that will serve to support business interests and overall economic development in the City.	Fairburn does not currently have an official business organization in the City. Having an organization comprising business leaders would enhance the City's economic development efforts and strengthen relations between government, business and the community at large.
6. Develop programs to encourage the retention and attraction of small businesses.	There should also be a focus on supporting the small business sector through business loan programs (working with local banks); business workshops & seminars that allow business owners to hone their business skills; assistance to businesses that want to relocate or expand within the City, etc.
7. Establish a City task force to explore tourism opportunities.	A task force whose focus would be to explore and identify tourism opportunities should be established. They would assess how Fairburn could become involved with the Georgia Renaissance Festival, the potential to utilize Duncan Park to promote sports tourism and other possibilities.
8. Identify projects to beautify areas in the City's neighborhoods	As part of the efforts to attract new residents to the City and instill pride for existing residents, the City should begin identifying projects and programs to beautify neighborhoods (e.g., community gardens, public art installations, adopt-a-street or vacant lot, etc.)

Fiscal Year 2018 Summary:

The Collaborative Firm will provide the services listed above for a Total Fee of \$164,525.00, which is based upon approval by the City of Fairburn.

Professional Economic Development Services - (The Collaborative Firm, LLC proposes to provide economic development services including onsite staff three (3) days per week in the City of Fairburn and one (1) day per week offsite at the office of The Collaborative Firm.)	\$110,250.00
--	--------------

Zoning Ordinance and Amendments (\$29,275.00 of the budgeted amount was approved initially in 2017) -	<u>\$ 54,275.00</u>
	\$164,525.00

Additional Services, if needed by The City of Fairburn:

1. Standby Communications Services, which may include:

- Media Relations to include (Press Releases, Media Calls, Media Advisories and FAQs
- Digital Marketing/On-Line Presence Management to include (City Website Updates and Develop Communications emails for the City)
- Social Media Management
- Message and Content Development (City's brand and vision and production of ceremonial documents)
- Graphic Design (Flyers and Other collateral materials)

The Collaborative Firm will provide the services listed above for a fee of \$65.00 per hour.

2. Standby Planning Services (staff augmentation if needed), which may include:

- On site office hours
- Answering zoning questions
- Meeting with developers
- Staffing the Planning and Zoning Commission meeting
- Attending City Council meetings
- City requested Sign and Zoning Ordinance revisions
- Livable Centers Initiative (LCI) update

The Collaborative Firm will provide the services listed above for a fee of \$72.50 per hour.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: January 18, 2018 Work Session: January 22, 2018 Council Meeting: January 22, 2018

DEPARTMENT: Technology

BUDGET IMPACT: \$120,400

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Consideration and action on an agreement with IT in a Box in the amount of \$120,400 (7 months at \$17,200 a month) for IT Services.

HISTORY: InterDev is currently providing IT services to the City and after further vetting IT in Box will provide website, data backup, document management, email, open records request, video archiving, vendor management, policy & compliance, helpdesk, server, desktop and mobile management.

In the future this item will be charged to the departments for professional services.

This is a budgeted item.

RECOMMENDED ACTION: Approval of the Agreement.

Donna M. Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor

QUOTE - IT in a Box - Citywide

Prepared For

Donna Gayden
City of Fairburn, GA

Created By

Dave Mims
Sophicity
770.670.6940
sales@sophicity.com
<http://www.sophicity.com>

Background



Overview

Through Sophicity, the Georgia Municipal Association's (GMA) longtime IT consulting partner based here in Georgia, GMA now offers a service, **IT in a Box**, which provides cities with state-of-the-art information technology tools supported by experienced, highly skilled IT professionals. For one monthly fee, a city will receive a **website, data backup and offsite data backup storage for disaster recovery, email, document management, Microsoft Office for desktops, 24x7 helpdesk support, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management.**

Georgia Municipal Association

Created in 1933, GMA is the only state organization that represents municipal governments in Georgia. Based in Atlanta, GMA is a voluntary, non-profit organization that provides legislative advocacy, educational, employee benefit and technical consulting services to its members.

GMA's membership currently totals 512 municipal governments, accounting for more than 99% of the state's municipal population. A 63-member Board of Directors, composed of city officials, governs GMA. Program implementation is charged to the Executive Director and staff of over 80 full-time employees.

www.gmanet.com/IT.aspx

Alan Dickerson at adickerson@gmanet.com or (678) 686-6213

Sophicity

Our focus is simple: Providing the highest quality IT products and services tailored to city governments. With over sixteen years of experience working directly with cities and leagues, Sophicity is uniquely positioned to deliver on this focus.

At Sophicity, we are far more than a generalist IT company that provides service to anyone. We are experts in speaking the language of city government. When we say "city" we don't mean only the large cities with huge teams and big budgets - we also mean small and medium cities that work very hard to tighten technology budgets in order to serve their citizens. We don't just want to install technology at your cities. We want to work with you as a trusted advisor to help you decrease IT costs, add efficiency, and get the most out of your current vendors. It's what we know, it's what we love, it's all we do. That's why we say that We Put The IT in City.

www.sophicity.com

Dave Mims at sales@sophicity.com or (770) 670-6940 ☎ x116



IT IN A BOX AGREEMENT

This **AGREEMENT** ("Agreement") is entered into by and between Sophicity ("Sophicity") and City of Fairburn, GA ("Client"). This Agreement will become effective on the date of signing by both parties and shall remain in force until terminated by either party. Sophicity or Client may terminate this agreement by sending **thirty (30) days** notice of non-renewal to the other party.

GUARANTEE

- **Love I.T.** If we don't meet your expectations, then cancel the service!
- **Easy out.** 30 days notice!
- **Flat monthly fee.** No hourly charges. Predictable!
- **No upfront project fees.** Onboarding, equipment, & setup included!
- **Flexible.** Increase or decrease subscription monthly!
- **Proven.** Tailored for cities.

Services. Sophicity agrees to provide to Client the **IT in a Box** product offering consisting of the services ("Services") outlined on page 3 of this Agreement. Support does not include custom developed software. If client does not have valid software licenses, media, and active vendor support agreements in place, Sophicity will not provide support for the software or hardware.



Compensation. Client shall pay compensation to Sophicity for the Services to be provided hereunder at the rate of the Client's current month's subscription level. The Client's subscription level at signing is outlined on page 4 of this Agreement. Changes to the Client's subscription level must be provided in writing or email by Client to Sophicity. Fees are billed in advance on a monthly basis. The initial month will be prorated and payment will be collected at the kickoff meeting with Client. Future months will be billed on the 20th of each month for the upcoming month and will be due and payable on the 1st of every month. For fees in the amount of \$3,250 or less, credit card payment is required. Client credit card will be charged on the 1st of every month and a paid receipt will be emailed to Client. Charges will appear as "Sophicity" on Client's credit card statement each month. Fees will adjust annually each January 1st in accordance with the Bureau of Labor Statistics of the U.S. Department of Labor for the change in Consumer Price Index (<http://www.bls.gov/cpi/>) All Urban Consumers (CPI-U) or by 3%, whichever is higher.

Expenses. Client shall reimburse Sophicity for out-of-pocket expenses incurred by Sophicity in the discharge of its obligations under this Agreement. The following travel expenses from Sophicity's offices will be billed to Client:

mileage at the IRS approved rate and actual out of pocket travel expenses incurred including reasonable hotel, car rental, meals, and air fare. Expenses incurred by third-party vendors will be paid by Client.

Confidentiality. "Confidential Information" of Sophicity or the Client means any nonpublic, proprietary information or technology used in each party's respective business, and any materials evidencing the same, including, without limitation, certain business and financial information, concepts, flow charts and trade secrets concerning their respective business, operations and assets. "Confidential Information" also includes any information the disclosure of which is limited by state or federal law including, but not limited to, the Georgia Open Records Act. Unless approved in advance in writing or is required to be disclosed by a government agency, by court order, by subpoena or by law, neither Sophicity nor the Client, nor any of their respective employees, will disclose, transfer, distribute or allow access to any Confidential Information of the other party to third parties (other than representatives of either party, and only after such third parties have been approved in writing by the party whose Confidential Information will be disclosed, and have acknowledged in writing the binding effect of these restrictions). Each party to this Agreement will notify in writing the other party to this agreement of any request, requirement, subpoena or court order to disclose Confidential Information of the other party. The party that regards such information as Confidential Information shall be responsible for seeking a protective order or such other appropriate remedy at law or equity as will protect the information.□

Intellectual Property. Unless otherwise agreed to in a signed written document that discusses the relevant intellectual property in a specific and detailed manner, any and all Inventions (defined below) and Works Made for Hire (defined below) made, generated or conceived by Sophicity at any time during the term of this Agreement that relate directly to this Agreement and the products and/or Services which Sophicity is providing to Client hereunder, whether alone or with the assistance of others, whether or not made, generated or conceived during normal business hours, and whether or not this Agreement is terminated for any reason, shall be owned solely by Sophicity, and Client hereby irrevocably agrees to assign and transfer, and Client automatically assigns and transfers, at the time of creation of such Inventions and Works Made for Hire, without any requirement of further consideration, to Sophicity all of Client's right, title and interest in and to any and all such Inventions and Works Made for Hire (if any). Upon Sophicity request, Client will promptly (a) execute, acknowledge and deliver any requested instruments, affidavits and documents of assignment and conveyance, (b) obtain and aid in the enforcement of copyrights and patents with respect to the above-described Inventions and Works Made for Hire in any countries, (c) provide testimony in connection with any proceeding affecting the right, title and interest of Sophicity in any of the above-described Inventions and Works Made for Hire, and (d) perform any other acts deemed necessary or desirable by Sophicity to carry out the purposes of this section, including giving full and proper effect to the foregoing assignment and enabling Sophicity to

obtain patent, copyright or any other form of intellectual property protection in any countries. The foregoing obligations shall survive the termination, for any reason, of this Agreement. For purposes of this section, "Inventions" means any and all discoveries, improvements, innovations, ideas, formulae, devices, systems, software programs, processes, products and any other creations similar thereto, and "Works Made for Hire" means any and all "work made for hire," as that term is defined in Section 101 of the United States Copyright Law, Title 17 of the United States Code, as amended.

Non-Solicitation; Non-Circumvention. Client agrees that during the term of this Agreement, and for two (2) years following the termination of this Agreement, whether such termination is voluntary or involuntary, with or without cause, Client will not, without Sophicity's prior written consent, either for themselves or any person or entity, solicit, recruit, hire or attempt to solicit, recruit or hire, directly or indirectly, any employee, subcontractor or others who were hired to perform services for Client through Sophicity, or who are performing services for Client through Sophicity at the time of any such occurrence, and whom Client has material contact during any such engagement, for the purpose of encouraging such person to leave or to refrain from employment with Sophicity. All Services must be coordinated through Sophicity, and all compensation due and payable for the Services of any and every kind must be remitted to Sophicity directly.

Limitation of Liability. In no event will Sophicity be liable to Client for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits, lost savings, loss of data or other information for the provision of products or services under this agreement, even if a Sophicity representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. The foregoing limitations and exclusions apply to the extent permitted by applicable law in the State of Georgia. Sophicity's aggregate liability shall be limited to the amount Client has paid for contracted services during the last three (3) months.

Force Majeure. Any delay in or failure of performance by Sophicity under this Agreement will be excused (and will not constitute default hereunder or give rise to any claims for damages), if such delay or failure is caused by "Force Majeure." As used in this Agreement, the term "Force Majeure" means war, mobilization, revolution, civil commotion, riot, act of terrorism, strike or lock-out, flood, hurricane, similar storm or other action of the elements, act of GOD or the public enemy, failure of subcontractors or vendors to complete work as promised (provided that such failure was due to an event or circumstance that would have been a Force Majeure if it had been experienced directly by Sophicity), and any other cause which is beyond the reasonable control of Sophicity.

Relationship. The parties acknowledge that Sophicity shall perform the Services hereunder as an independent contractor and nothing contained herein shall be deemed to create any joint venture, partnership, or agency or employee relationship between the parties hereto, nor shall either party have the right, power, or authority whether express or implied, to incur any liability on behalf of the other party. The parties further acknowledge that Client will have no obligation whatsoever to

provide any employee benefits or privileges of any kind or nature to Sophicity, its agents, employees, or subcontractors, including, without limitation, insurance benefits or pension benefits. Further, Sophicity acknowledges that Client is not responsible to collect or withhold federal, state, or local taxes, including income taxes and social security taxes, and that any and all such taxes imposed as a result of this Agreement shall be paid by Sophicity.

Third Party Beneficiaries. This Agreement was drafted for the benefit of the parties to this Agreement only. No other parties other than Sophicity and Client have any legal rights under this Agreement, and no other parties other than Sophicity and Client may rely on the provisions of this Agreement.

Georgia Security and Immigration Compliance Act. Pursuant to O.C.G.A. Section 13-10-91, for as long as this Agreement remains in effect, Sophicity will be registered with and participate in the federal work authorization program to verify the immigration status of newly hired employees ("e-Verify"). Sophicity will execute the O.C.G.A. Section 13-10-91 compliance affidavit on page 5 of this Agreement.

Notice. Any notice to be provided hereunder shall be delivered by certified mail, return receipt requested, or by reputable overnight courier to the following addresses: Sophicity 5815 Windward Pkwy Suite 302 Alpharetta, GA 30005 and City of Fairburn, GA 56 Malone St SW Fairburn, GA 30213.

Entire Agreement. This Agreement embodies the complete agreement of the parties and supersedes any other agreements, written or oral, between the parties. No amendment or modification of this Agreement shall be valid or binding upon Client or Sophicity unless made in writing and signed by the parties.

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Non-waiver. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to Georgia's conflict of law provisions.

Binding. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, and assigns. Neither party may assign without prior written consent of the other party.

Captions. The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any Clause or provision hereof.

IT IN A BOX AGREEMENT

SERVICES

IT in a Box

A complete IT solution for city governments.

New City Website

Modern fresh design. We manage the content. Accept online payments.

- > Your city website on your city domain (.gov, .org, .com) providing pages for city hall, public safety, parks and recreation, news, events, and more.
- > Accept online payments to reduce cost and provide convenience to citizens.
- > Post city council agendas, meeting minutes, and videos.
- > Site search. All website content is indexed so visitors can quickly find what they are looking for.
- > Save time. Submit your website updates to us and we will post them for you.

Data Backup & Offsite Data Backup Storage

Unlimited offsite data backup storage and retention for disaster recovery and archiving. Realtime monitoring. Quarterly testing.

- > Onsite data storage for quick recovery. Hourly backups for many recovery points.
- > Unlimited offsite data backup storage. Maintain all versions of your files and documents.
- > Unlimited offsite data backup archiving. Indefinite retention of your files and documents.
- > The data remains protected with encryption while onsite, in transit, and offsite.
- > Ongoing realtime monitoring & quarterly testing to ensure data is safe & recoverable.

Document Management

Protect city records. Apply record retention schedules.

- > Protect your city documents from fire, flooding, tornadoes, and other disasters.
- > Scan your paper files. Free up file cabinets and floor space.
- > Apply your state's record retention schedules to keep archives up-to-date.
- > Search for documents based on their content as well as data fields.

Email

Separate personal and city business. Share calendars. Includes Microsoft Office Professional Plus.

- > Hosted email on your city domain. Includes email archiving.
- > Shared calendars and contacts with 50GB mailbox storage per user.
- > Office Professional Plus for your desktop providing the latest versions of Outlook, Word, Excel, PowerPoint, Access, InfoPath, Publisher, and OneNote.

Open Records Requests

Be prepared for FOIA and Open Records Requests. We will help the clerk process them.

Video Archiving

Unlimited offsite video storage and retention.

- > No more buying additional expensive onsite storage for video. Keep your most recent videos onsite for quick access, while we archive all your videos offsite for long term access.
- > As squad car and body camera video continue to grow at a rapid pace, your costs do not change.

Vendor Management

No more frustrating calls with vendors. We got it.

- > Issues with your software? Call us for support. We will work with the vendor directly to resolve the issue instead of you losing hours and days on the phone.
- > Need a new computer? Call us for procurement. We will work with well known vendors to get government pricing with no markup.

Who guarantees
IT services
based on your
expectations?

WE DO!

Our GUARANTEE

- > Love I.T. If we don't meet your expectations, then cancel the service!
- > Easy out. 30 days notice!
- > Flat monthly fee. No hourly charges. Predictable!
- > No upfront project fees. Onboarding, equipment, and setup included!
- > Flexible. Increase or decrease subscription monthly!
- > Proven. Tailored for cities.

Policy & Compliance

Formally adopt best practices and policies to address information security risks.

- > Have staff knowledgeable and best prepared so your city doesn't fall victim to the latest external or internal threat.
- > Secure, document, regularly test, and proactively manage applications and systems, vendor access, network access, wireless access, physical access, user access and more.

Helpdesk

24x7. We are always there when you need help.

- > U.S.-based IT Helpdesk. All staff undergo criminal background checks and drug screening.
- > 24x7x365. Support in the office, working from home, and on the road.
- > Experienced senior engineers to address any IT issue remotely ASAP. No trip charges for scheduled onsite support visits.
- > We have years of experience supporting municipal staff and municipal applications.

Certified

Experienced certified senior engineers. We are GCIC certified.

Server, Desktop & Mobile Management

Guard against cyber attack. Keep your computers patched, protected, and healthy.

- > Always-on 24x7x365 monitoring & alerting.
- > Antivirus, Antispam, and Content Filtering licenses for safe internet browsing & email.
- > Support for mobile phones and tablets.
- > Windows Updates and Patch Management. Performance and Health monitoring.
- > Secure remote access when teleworking.
- > Asset Management.

IT IN A BOX AGREEMENT

The table below outlines the fees per the responsibilities detailed above.

Subscriptions			
Name/Description	Price	Qty	Subtotal
ITnB-PKG-100	\$15,768.00 / Month	1	\$15,768.00 / Month
IT in a Box pkg supporting up to 100 Full Users and managing up to 35 Servers providing a website, data backup and offsite data backup storage for up to 35 servers, document management, email, 24x7 helpdesk, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management.			
ITnB-PKG-010	\$1,882.00 / Month	1	\$1,882.00 / Month
IT in a Box pkg supporting up to 10 Full Users and managing up to 3 Servers providing a website, data backup and offsite data backup storage for up to 3 servers, document management, email, 24x7 helpdesk, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management.			
ITnB-PKG-002	\$500.00 / Month	1	\$500.00 / Month
IT in a Box pkg supporting up to 2 Full Users and managing up to 0 Servers providing a website, data backup and offsite data backup storage for up to 2 workstations, document management, email, 24x7 helpdesk, policy & compliance, vendor management, and desktop & mobile management			
ITnB-Option-EmailOnly	\$8.45 / Month	11	\$92.95 / Month
Email-only users are provided email services and email support. Full IT support is not provided. Email services include 50GB of mailbox storage, Outlook support, rich Browser Access (Outlook Web Access), rich Mobile Access (ActiveSync), shared calendars and contacts, anti-malware, and anti-spam.			
Subtotal:			\$18,242.95 / Month

Total cost: \$18,242.95 / Month
Discount: DJM for originally quoted price Oct 2016. (5.717 %): \$1,042.95 / Month
Grand total: \$17,200.00 / Month

Signed by:

City of Fairburn, GA

Date

Dave Mims, CEO
Sophicity

Date

IT IN A BOX AGREEMENT

FEDERAL WORK AUTHORIZATION PROGRAM COMPLIANCE AFFIDAVIT

By executing this affidavit, Sophicity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that Sophicity, which is engaged in the physical performance of services in Georgia under a contract with City of Fairburn, GA, has registered with, is authorized to use and uses the federal work authorization program commonly known as E-verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, Sophicity will continue to use the federal work authorization program throughout the contract period and will verify the immigration status of newly hired employees. Sophicity hereby attests that its federal work authorization user identification number and date of authorization are as follows:

319383
Federal Work Authorization User Identification Number

04/15/2010
Date of Authorization

IT in a Box
Name of Project

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

Executed on _____, ____ 20____, in _____(city), Georgia (state).

BY: Sophicity Authorized Officer or Agent

Date

Dave Mims, CEO
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

QUOTE - IT in a Box - Citywide

Prepared For

Donna Gayden
City of Fairburn, GA

Created By

Dave Mims
Sophicity
770.670.6940
sales@sophicity.com
<http://www.sophicity.com>

Background



Overview

Through Sophicity, the Georgia Municipal Association's (GMA) longtime IT consulting partner based here in Georgia, GMA now offers a service, **IT in a Box**, which provides cities with state-of-the-art information technology tools supported by experienced, highly skilled IT professionals. For one monthly fee, a city will receive a **website, data backup and offsite data backup storage for disaster recovery, email, document management, Microsoft Office for desktops, 24x7 helpdesk support, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management.**

Georgia Municipal Association

Created in 1933, GMA is the only state organization that represents municipal governments in Georgia. Based in Atlanta, GMA is a voluntary, non-profit organization that provides legislative advocacy, educational, employee benefit and technical consulting services to its members.

GMA's membership currently totals 512 municipal governments, accounting for more than 99% of the state's municipal population. A 63-member Board of Directors, composed of city officials, governs GMA. Program implementation is charged to the Executive Director and staff of over 80 full-time employees.

www.gmanet.com/IT.aspx

Alan Dickerson at adickerson@gmanet.com or (678) 686-6213

Sophicity

Our focus is simple: Providing the highest quality IT products and services tailored to city governments. With over sixteen years of experience working directly with cities and leagues, Sophicity is uniquely positioned to deliver on this focus.

At Sophicity, we are far more than a generalist IT company that provides service to anyone. We are experts in speaking the language of city government. When we say "city" we don't mean only the large cities with huge teams and big budgets - we also mean small and medium cities that work very hard to tighten technology budgets in order to serve their citizens. We don't just want to install technology at your cities. We want to work with you as a trusted advisor to help you decrease IT costs, add efficiency, and get the most out of your current vendors. It's what we know, it's what we love, it's all we do. That's why we say that We Put The IT in City.

www.sophicity.com

Dave Mims at sales@sophicity.com or (770) 670-6940 ☎ x116



Overview

IT in a Box

A complete IT solution for city governments.



New City Website

Modern fresh design. We manage the content. Accept online payments.

- > Your city website on your city domain (.gov, .org, .com) providing pages for city hall, public safety, parks and recreation, news, events, and more.
- > Accept online payments to reduce cost and provide convenience to citizens.
- > Post city council agendas, meeting minutes, and videos.
- > Site search. All website content is indexed so visitors can quickly find what they are looking for.
- > Save time. Submit your website updates to us and we will post them for you.

Data Backup & Offsite Data Backup Storage

Unlimited offsite data backup storage and retention for disaster recovery and archiving. Realtime monitoring. Quarterly testing.

- > Onsite data storage for quick recovery. Hourly backups for many recovery points.
- > Unlimited offsite data backup storage. Maintain all versions of your files and documents.
- > Unlimited offsite data backup archiving. Indefinite retention of your files and documents.
- > The data remains protected with encryption while onsite, in transit, and offsite.
- > Ongoing realtime monitoring & quarterly testing to ensure data is safe & recoverable.

Document Management

Protect city records. Apply record retention schedules.

- > Protect your city documents from fire, flooding, tornadoes, and other disasters.
- > Scan your paper files. Free up file cabinets and floor space.
- > Apply your state's record retention schedules to keep archives up-to-date.
- > Search for documents based on their content as well as data fields.

Email

Separate personal and city business. Share calendars. Includes Microsoft Office Professional Plus.

- > Hosted email on your city domain. Includes email archiving.
- > Shared calendars and contacts with 50GB mailbox storage per user.
- > Office Professional Plus for your desktop providing the latest versions of Outlook, Word, Excel, PowerPoint, Access, InfoPath, Publisher, and OneNote.

Open Records Requests

Be prepared for FOIA and Open Records Requests. We will help the clerk process them.

Video Archiving

Unlimited offsite video storage and retention.

- > No more buying additional expensive onsite storage for video. Keep your most recent videos onsite for quick access, while we archive all your videos offsite for long term access.
- > As squad car and body camera video continue to grow at a rapid pace, your costs do not change.

Vendor Management

No more frustrating calls with vendors. We got it.

- > Issues with your software? Call us for support. We will work with the vendor directly to resolve the issue instead of you losing hours and days on the phone.
- > Need a new computer? Call us for procurement. We will work with well known vendors to get government pricing with no markup.

Who guarantees
IT services
based on your
expectations?

WE DO!

Our GUARANTEE

- > Love IT. If we don't meet your expectations, then cancel the service!
- > Easy out. 30 days notice!
- > Flat monthly fee. No hourly charges. Predictable!
- > No upfront project fees. Onboarding, equipment, and setup included!
- > Flexible. Increase or decrease subscription monthly!
- > Proven. Tailored for cities.

Policy & Compliance

Formally adopt best practices and policies to address information security risks.

- > Have staff knowledgeable and best prepared so your city doesn't fall victim to the latest external or internal threat.
- > Secure, document, regularly test, and proactively manage applications and systems, vendor access, network access, wireless access, physical access, user access and more.

Helpdesk

24x7. We are always there when you need help.

- > U.S.-based IT Helpdesk. All staff undergo criminal background checks and drug screening.
- > 24x7x365. Support in the office, working from home, and on the road.
- > Experienced senior engineers to address any IT issue remotely ASAP. No trip charges for scheduled onsite support visits.
- > We have years of experience supporting municipal staff and municipal applications.

Certified

Experienced certified senior engineers. We are GCIC certified.

Server, Desktop, & Mobile Management

Guard against cyber attack. Keep your computers patched, protected, and healthy.

- > Always-on 24x7x365 monitoring & alerting.
- > Antivirus, Antispam, and Content Filtering licenses for safe internet browsing & email.
- > Support for mobile phones and tablets.
- > Windows Updates and Patch Management. Performance and Health monitoring.
- > Secure remote access when teleworking.
- > Asset Management.

Dave Mims | 770.670.6940 x110
davemims@sophicity.com
www.sophicity.com



Alan Dickerson | 678.686.6213
adickerson@gmanet.com
www.gmanet.com

Pricing

One-time Fees:

\$0.00 - No upfront capital expense.

Monthly Fees:

Subscriptions			
Name/Description	Price	Qty	Subtotal
ITnB-PKG-100	\$15,768.00 / Month	1	\$15,768.00 / Month
IT in a Box pkg supporting up to 100 Full Users and managing up to 35 Servers providing a website, data backup and offsite data backup storage for up to 35 servers, document management, email, 24x7 helpdesk, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management. * CITYWIDE(112): Users(93) / SharedPCs(19), PCs(137), Servers(12) - CITY HALL(17): Users(17) / SharedPCs(0), PCs(22), Servers(11) - RECREATION(5): Users(3) / SharedPCs(2), PCs(6), Servers(0) - UTILITIES(9): Users(8) / SharedPCs(1), PCs(9), Servers(0) - GARAGE(2): Users(1) / SharedPCs(1), PCs(2), Servers(0) - FIRE(17): Users(6) / SharedPCs(11), PCs(19), Servers(0) - BUILDING/P&Z/ENGINEERING/CODEENF(14): Users(14) / SharedPCs(0), PCs(19), Servers(0) - COURT(8): Users(7) / SharedPCs(1), PCs(8), Servers(0) - POLICE(40): Users(37) / SharedPCs(3), PCs(52), Servers(1)			
ITnB-PKG-010	\$1,882.00 / Month	1	
IT in a Box pkg supporting up to 10 Full Users and managing up to 3 Servers providing a website, data backup and offsite data backup storage for up to 3 servers, document management, email, 24x7 helpdesk, policy & compliance, video archiving, vendor management, and server, desktop, & mobile management.			\$1,882.00 / Month
ITnB-PKG-002	\$500.00 / Month	1	\$500.00 / Month
IT in a Box pkg supporting up to 2 Full Users and managing up to 0 Servers providing a website, data backup and offsite data backup storage for up to 2 workstations, document management, email, 24x7 helpdesk, policy & compliance, vendor management, and desktop & mobile management.			
ITnB-Option-EmailOnly	\$8.45 / Month	11	\$92.95 / Month
Email-only users are provided email services and email support. Full IT support is not provided. Email services include 50GB of mailbox storage, Outlook support, rich Browser Access (Outlook Web Access), rich Mobile Access (ActiveSync), shared calendars and contacts, anti-malware, and anti-spam. - COUNCIL(7): Council(6), Attorney - FIRE(4)			
Subtotal:			\$18,242.95 / Month

Total cost: \$18,242.95 / Month
Discount: DJM for originally quoted price Oct 2016. (5.717 %): \$1,042.95 / Month

Grand total: \$17,200.00 / Month

Assumptions

If the number of users or servers change, the price will adjust accordingly on a monthly basis.

Date

Dec. 19, 2017. This quote is valid for thirty (30) days.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 TO THE PROJECT FRAMEWORK AGREEMENT FOR THE CR 1505/OAKLEY INDUSTRIAL BLVD FM FAYETTEVILLE RD TO SR 138 PROJECT

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

Submitted: 12/12/2017 Work Session: 01/22/2018 Council Meeting: 01/22/2018

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Supplemental Agreement is \$150,000. Eighty percent of that amount (120,076.00) will be paid through federal funding. The remaining 20% (\$30,019.00) has already been paid by the City of Fairburn.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Supplemental Agreement No. 1 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138 Project.

HISTORY: The City of Fairburn was requested by GDOT District 7 Engineer, Ms. Kathy Zahul to seek additional funds from ARC for the cost of additional work, on the prior construction contract. The City of Fairburn is requesting that an additional \$120,076.40 in federal funds be allocated to the Construction Funding for PI 0006913, CR 1505/Oakley Industrial Boulevard, and Fayetteville RD to SR 138. On September 21, 2017 the additional funding was submitted to the Atlanta Regional Commission: FY 2018 CST Z230 (STBG-Urban) \$ 120, 076 Federal and \$30,019 Local for a total of \$ 150,095.

FACTS AND ISSUES: The Supplemental Agreement to the Project Framework Agreement (PFA) is the formal response to the aforementioned request. In order to be reimbursed the \$120,076.00 in federal funds, Supplemental Agreement No. 1 must be processed.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve Supplemental Agreement No. 1 to the PFA with GDOT.

Donna Gayden, City Administrator

Elizabeth Carr-Hurst, Mayor



City of Fairburn
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director Community Development

Date: December 12, 2017

Re: Facts Sheet for the Approval of a Supplemental Agreement to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138 Project.

Who:

The Deputy Director of Community Development, in conjunction with the City Engineer, is making this request.

What:

For Mayor and Council to approve a Supplemental Agreement (SA) to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138 Project.

Why:

The City of Fairburn was asked by GDOT District 7 District Engineer; Kathy Zahul to request additional funds from ARC to cover the cost of additional work that was done after construction began that was not captured in the original contract. This work was authorized by GDOT, although according to Kathy improperly, through approved contract modifications (attached). However, because the costs required to do the additional/approved work caused the overall project costs to surpass the allotted federal funding amount (\$3,108,484) for Construction as identified in the Project Framework Agreement (PFA), GDOT would not reimburse the City of Fairburn the cost of this additional work until additional federal funds were allotted to the project by way of the Atlanta Regional Commission. As such, the City of Fairburn requested that an additional \$120,076.40 in federal funds be allocated to the Construction Funding for PI 0006913, CR 1505/OAKLEY INDUSTRIAL BLVD FM FAYETTEVILLE RD TO SR 138. On September 21, 2017, it was determined that the additional funding had been programmed to the project by the Atlanta Regional Commission: FY 2018 CST Z230 (STBG-Urban) \$120,076 FEDERAL/\$30,019 LOCAL (\$150,095 TOTAL).

When:

If approved, the Supplemental Agreement will become effective upon execution by the Georgia Department of Transportation.

Where:

The project is located on Oakley Industrial Boulevard Fayetteville Road to Jonesboro Road/SR 138.

How:

The Supplemental Agreement to the Project Framework Agreement (PFA) is the formal response to the aforementioned request. In order to be reimbursed the \$120,076.00 in federal funds, Supplemental Agreement No. 1 must be processed.

Local Administered Projects
Contract Modification
(Local Government and Contractor)

GDOT Project No.: CSSTP-0006-00(913) GDOT PI No.: 0006913 County: FULTON

Local Government: FAIRBURN Contractor: BALDWIN

Modification Type and No. _____

Whereas the below Contractor entered into a contract with the Local Government on OCTOBER 17, 2013 for the construction of GDOT Project No. CSSTP-0006-00(913).

Whereas, certain Items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the contract:

Modify the Contract as follows:

<u>Item No:</u>	<u>Item Description</u>	<u>Units</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
402-1801	RECYCLED ASPH CONC. PATCHING, INCL. BITUM MATL	TON	1012.000	\$102.79	\$104,023.48

It is agreed that as a result of this amendment the contract time will be extended.

Time is extended as follows: OCTOBER 9, 2015 (127 days) Jan 

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect.

Now therefore, BALDWIN PAVING, Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.

Dated this 27 day of APRIL 2015.

BY: BALDWIN PAVING Co., Inc.
Contractor Name


(Authorized Signature) (Seal)

BY: City of Fairburn
Local Government

Teri G. Sankey
(Authorized Signature)

Date Executed: August 10, 2015

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
CONTRACT MODIFICATION SIGNATURE FORM
(Local Administered Projects)**

DATE: _____

MODIFICATION: _____
(Type and No.)

Project No.: _____ GDOT PI No.: 0006913 County: FULTON

Contract ID: _____ PCN: _____

LOCAL GOVERNMENT: FAIRBURN

Details of the change explaining why needed (attach executed contract agreement between the Local Government and Contractor):

We are requesting the GDOT for approval for Change Order # 1 to add asphalt patching utilizing 4" of 19mm asphalt in areas that were already exhibiting failure in the existing asphalt in an effort to eliminate or minimize any reflective cracking through the topping asphalt and Change Order # 2 to increase time required for performance of the work for the construction of roadway improvements on Oakley Industrial Boulevard to October 9, 2015 pursuant to the attached document submitted by Baldwin Paving Company, Inc..

The contractor, Baldwin Paving Company has requested the City of Fairburn (COF) for an increase in time required for performance of the work for the construction of roadway improvements on Oakley Industrial Boulevard for reasons as follows:

1. Delayed resolution of Utility Conflicts;
2. Inclement weather delays ;and,
3. Unsuitable site conditions:
 - a. Poor conditions existing asphalt
 - b. Unsuitable soil material

The Contractor does not intend to pursue any additional compensation for the increase in time due delays and additional work. The detail explanation regarding this request is provided in the attached letter from Baldwin Paving Company, Inc. dated April 14, 2015.

The construction cost including these change order items to be reimbursed by Federal Highway Administration, the City of Atlanta Department of Watershed Management and by the South Fulton Community Improvement District is \$4,116,890.98.

The anticipated final completion date is October 9, 2015. It must be noted that there is a 30 day lag indicated on the schedule between the completion of the asphalt and the thermoplastic striping as required by the specifications so the project will be substantially complete and operational by September 10, 2015 running on "temp on final" traffic makings. Also, the contractor has requested the COF to stop time charges (on September 10, 2015) at such time as the new road is operational and

running on temporary paint, with the only work outstanding to be thermoplastic striping and punch list items.

☐ Do Not Concur / Non-Participating

☐ Concur / Non-Participating

☒ Concur / Participating Date Funding approved: _____

Amount (Federal Portion)

The current project amount is: \$3,108,484.00

The revised project amount is: \$3,212,507.48

Total Change Requested: \$104,023.48

Recommended By: 
(Area Engineer)

Date: 8-11-2015

Concurred: 
(Project Manager)

Date: 8-12-2015

Approved By: 
(Office Head - Program Delivery)

Date: 8-12-15



Baldwin Paving Company, Inc.

1014 Kennell Dr. N.W.
Marietta, Ga. 30060
770-425-9191
Fax: 770-425-0790

April 9, 2015

City of Fairburn, GA
C/O Metrocorp Development Enterprises, Inc.
Attn: Herbert Humphrey
8491 Hospital Drive, Suite 101
Douglasville, GA 30134

**Re: Oakley Industrial Blvd. Widening, City of Fairburn
Time Extension Request**

Dear Mr. Humphrey,

The above referenced project was let to contract on March 22, 2013, was subsequently awarded and we were given a Notice to Proceed on October 17, 2013 towards a completion date of June 3, 2015. On March 18, 2014 Baldwin Paving notified The City of Fairburn (COF) of a previously unidentified conflict with the existing City of Atlanta (COA) 16" DIP water main in regards to the construction of Wall #1. After a long period of negotiation and waiting for direction from COF/COA Baldwin Paving received authorization via email on March 27, 2015 to relocate approximately 67 lf of the 16" DIP main to eliminate the conflict. We are prepared to begin this work on Monday, April 13, 2015 in good faith that a Change Order will be issued in accordance with this authorization at a later date as this is a critical path item and time is of the essence.

Enclosed herewith is an updated schedule of work remaining on the project. As indicated on the schedule we now anticipate a completion date of October 9, 2015 due to this delay and are hereby requesting a time extension equivalent to that. As a note there is a 30 day lag indicated between the completion of the asphalt and the thermoplastic striping as required by the specifications so the project would essentially be complete and operational by September 10, 2015 running on "temp on final" traffic markings.

Please be advised that Baldwin Paving is committed to assigning appropriate and adequate resources to complete this contract as soon as possible and hopefully will be able to complete the work at an earlier date should conditions be ideal. Thank you for your consideration of this request. Should you require any further information in this regard please contact me,

Sincerely,

Jay Mayo
VP Operations - Roadwork Division

Local Administered Projects
Contract Modification
(Local Government and Contractor)

JAN 26 2016

GDOT Project No.: CSSTP-0006-00(918) GDOT PI No.: 0006918 County: FULTON

Local Government: FAIRBURN Contractor: BALDWIN

Modification Type and No. _____

Whereas the below Contractor entered into a contract with the Local Government on OCTOBER 17, 2013 for the construction of GDOT Project No. CSSTP-0006-00(918).

Whereas, certain items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the contract:

Modify the Contract as follows:

<u>Item No.</u>	<u>Item Description</u>	<u>Units</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	LS	1.000	\$4,295.00	\$4,295.00

It is agreed that as a result of this amendment the contract time will be extended.

Time is extended as follows: March 31, 2016 (60 days)

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect.

Now therefore, BALDWIN PAVING, Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.

Dated this 27 day of JANUARY, 2016.

BY:

BALDWIN PAVING

Contractor Name

[Signature]

(Authorized Signature)

(Seal)

BY:

John BARBER

Local Government

[Signature]

(Authorized Signature)

Date Executed: _____

☐ Do Not Concur / Non-Participating

☐ Concur / Non-Participating

☒ Concur / Participating Date funding approved: _____

Amount (Federal Portion)

The current project amount is: \$3,212,507.48

The revised project amount is: \$3,216,742.48

Total Change Requested: \$4,235.00

Recommended By: [Signature] Date: 1-29-16

(Area Engineer)

Concurred: [Signature] Date: 2-1-16

(Project Manager)

Approved By: Albert Shelby Date: 2-5-16

(Office Head - Program Delivery)

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
CONTRACT MODIFICATION SIGNATURE FORM
(Local Administered Projects)**

DATE: _____

MODIFICATION: _____
(Type and No.)

Project No.: _____ GDOT PI No.: 0006913 County: FULTON

Contract ID: _____ PCN: _____

LOCAL GOVERNMENT: FAIRBURN

Details of the change explaining why needed (attach executed contract agreement between the Local Government and Contractor):

We are requesting the GDOT for approval for Change Order # 2 to : (1) Remove Pedestrian push buttons and sign from the pole, at the NW Quadrant and NE Quadrant (2) Add pedestal pole with push buttons and signs in back of ADA ramp at the NW Quadrant and NE Quadrant pursuant to the Signal Punch List, prepared by Edlin Regis, District Signal Engineer.

Simmons, Jeff

From: Regis, Edlin
Sent: Monday, February 01, 2016 11:22 AM
To: Simmons, Jeff; Shelby, Albert
Cc: Ferris, Dale
Subject: RE: PI # 0006913 Contract Modification Traffic Signal
Attachments: Contract Modification PI 0006913.tif

Good morning Albert,

I just spoke with Jeff in regard to the subject contract modification. The description in the modification wasn't clearly stated and it is not for a signal installation. The modification is to move a pedestrian pole and push buttons to the back of the ADA ramp to meet ADA. This came up during my final inspection that the Pedestrian pole and push buttons were too far away from the ramp. If you have any question or concern please give me a call.

Thank you,

*Edlin Regis
District Signal Engineer
Georgia Department of Transportation
Traffic Operation Department -- District 7
5025 New Peachtree Rd
Chamblee, GA 30341
Phone: 770-986-1266
Cell: 404-326-5611
Email: eregis@dot.ga.gov*

From: Simmons, Jeff
Sent: Monday, February 01, 2016 8:53 AM
To: Regis, Edlin
Cc: Ferris, Dale
Subject: FW: PI # 0006913 Contract Modification Traffic Signal
Importance: High

Good day Edlin,

Dale Ferris submitted this to me for my concurrence and approval, however this office will not approve this without some requested info. Please see the emails below. If this request came from the District Traffic Engineer, we need to have some record of that.

Please see the email response(below) from me to Dale.

Thanks

From: Ferris, Dale
Sent: Monday, February 01, 2016 8:46 AM
To: Simmons, Jeff
Cc: Adewale, Steve (Adesoji)
Subject: RE: PI # 0006913 Contract Modification Traffic Signal
Importance: High

Mr. Simmons,

I have attached all the information. It was requested by the District Traffic Operations. The request is to add pedestal pole with push buttons and signs in back of ADA ramp as per the Punch list.

Thanks

From: Simmons, Jeff
Sent: Monday, February 01, 2016 8:00 AM
To: Ferris, Dale
Cc: Adewale, Steve (Adesoji)
Subject: RE: PI # 0006913 Contract Modification Traffic Signal

Good day Dale,

Before this office can sign off on this we need.....

- Who requested the installation?
- Where's the approved Traffic Study?
- Why is it calling for a traffic signal installation at this time, was one proposed previously?
- If it can from the district office or from TMC, someone would have signed off for approval?

We will not approve this without those

Thanks

From: Ferris, Dale
Sent: Friday, January 29, 2016 10:03 AM
To: Simmons, Jeff
Subject: PI # 0006913 Contract Modification Traffic Signal
Importance: High

Mr. Simmons,

Attached for your review and approval is a Contract Modification for the above subject project.

Thanks in advance.

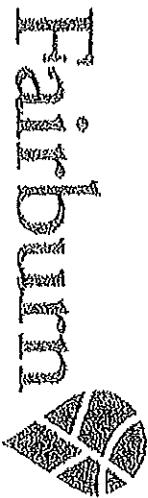
Dale H. Ferris
Area Engineer
District 7 Area 3
4125 Roosevelt Hwy.
College Park, Georgia 30349
Office : (404) 559-6699
Cell: (404) 326-5107
Email: dferris@dot.ga.gov

In 2015 there were 1,389 fatalities on Georgia's roads. This marks the first annual increase in a decade. Many of these

deaths are preventable - the result of distracted driving. DriveAlert ArriveAlive implores motorists to drive responsibly. 1—buckle up; 2—stay off the phone/no texting; and 3—drive alert. Visit www.dot.ga.gov/DS/SafetyOperation/DAAA. #ArriveAliveGA

Please provide the anticipated duration of this work to allow the City of Fairburn to take it into consideration moving forward. Thanks.

Lester Thompson, MPA
Civil Engineer III
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext 306)
F: 770-306-6919
E: lthompson@fairburn.com



Situated to Succeed

From: Jay Mayo [mailto:jmayo@baldwin-davina.com]
Sent: Monday, January 18, 2015 8:24 AM
To: herbert.humphrey@metroccode.com
Cc: Lester Thompson; Stanley Presnell; Tony Fooshee [Tfooshee@baldwin-davina.com]; Angie Goodwin
Subject: Oakley Industrial Extra Work

Herbert,

Please find here below a quote for extra work on the traffic signal on Oakley Industrial for your review/approval:

Item	Description	Unit	Qty	Unit Price	Total Price
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	IS	1	\$4,235.00	\$4,235.00
	TOTAL				\$4,235.00

This quote is for the installation of 2 pedestal poles & push buttons to comply with ADA requirements
This quote is valid for 90 days

Please let me know if you need any further information.

Lester Thompson

From: Jay Mayo <jmayo@baldwin-paving.com>
Sent: Tuesday, January 19, 2016 2:11 PM
To: Lester Thompson; herbert.humphrey@metrocorpe.com
Cc: Stanley Presnell; Tony Foosee; Angie Goodwin; Brenda Walker; Tom Barber
Subject: RE: Oakley Industrial Extra Work

Lester,

RJ Haynie expects a lead time of 4 weeks for material delivery and 2 weeks for installation.

Thanks

Jay Mayo
VP Operations, Roadwork Division
Baldwin Paving Co., Inc.
404502.8524



From: Lester Thompson [mailto:lthompson@fairburn.com]
Sent: Tuesday, January 19, 2016 7:48 AM
To: 'Jay Mayo' <jmayo@baldwin-paving.com>; herbert.humphrey@metrocorpe.com
Cc: 'Stanley Presnell' <spresnell@baldwin-paving.com>; 'Tony Foosee' <TFoosee@baldwin-paving.com>; 'Angie Goodwin' <agoodwin@baldwin-paving.com>;
Brendetta Walker <bwalker@fairburn.com>; Tom Barber <tbarber@fairburn.com>
Subject: RE: Oakley Industrial Extra Work

Jay,

Lester Thompson

From: Jay Mayo <jmayo@baldwin-paving.com>
Sent: Monday, January 18, 2016 8:24 AM
To: herbertthompson@metrocorpde.com
Cc: Lester Thompson; Stanley Presnell; Tony Fooshee (tfooshee@baldwin-paving.com); Angie Goodwin
Subject: Oakley Industrial Extra Work

Herbert,

Please find here below a quote for extra work on the traffic signal on Oakley Industrial for your review/approval.

Item	Description	Unit	Qty	Unit Price	Total Price
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	LS	1	\$4,235.00	\$4,235.00
	TOTAL				\$4,235.00

This quote is for the installation of 2 pedestal poles & push buttons to comply with ADA requirements
This quote is valid for 90 days

Please let me know if you need any further information.

Thanks

Jay Mayo
VP Operations, Roadwork Division
Baldwin Paving Co., Inc.
404.502.8524



Lester Thompson

From: Regis, Edlin <eregis@dot.ga.gov>
Sent: Friday, December 11, 2015 10:03 AM
To: herberthumphrey@metrocorpd.com
Cc: King, Celeste; Lester Thompson
Subject: SR 138 @ Oakley Ind Blvd Final Inspection
Attachments: Signal Punch list for CSSTP-0006-00(913) SR 138 @ Oakley Ind. Fulton County.docx

Please find attach the punch list from the final inspection for the subject intersection. If you have any question please give me a call.

Thank you,

*Edlin Regis
District Signal Engineer
Georgia Department of Transportation
Traffic Operation Department - District 7
5025 New Peachtree Rd
Chamblee, GA 30341
Phone: 770-986-1266
Cell: 404-306-5614
Email: eregis@dot.ga.gov*

From: herberthumphrey@metrocorpd.com [mailto:herberthumphrey@metrocorpd.com]
Sent: Monday, December 07, 2015 11:24 AM
To: Regis, Edlin
Cc: King, Celeste; Lester Thompson
Subject: OIB Signal Inspection

Edlin,

Thanks for taking time to meet with us to complete the signal inspection on Friday. I will forward the completed inspection report to the contractor after you forward it to me as a part of the final punch list.

Just a reminder to identify dual left turn and pedestrian signal timing issue recommended solutions and submittal requirements.

Thanks.

Signal Punch List
CSSTP-0006-00(913)

General Notes

1. Installed grey stuff/duct seal in all conduit ends
2. All pull boxes should be securely bolted down.
3. Please ensure that the contractor secures all controllers to racks with 4 screws.
4. All loop wire need to properly tape with no exposed wires
5. All ground rod in all pull box need to have one shot
6. Plugged/sealed all holes in all concrete poles.
7. Label all phases in the cabinet wires

NW. Quadrant

1. Removed Pedestrian push buttons and signs from the pole.
2. Installed Pedestal pole with push buttons and signs in back of ADA ramp

N.E. Quadrant

3. Removed Pedestrian push buttons and signs from the pole.
4. Installed Pedestal pole with push buttons and signs in back ADA ramp

NOTE: This punch list is not all inclusive. Other items may be added as needed.

MAR 02 2016

Local Administered Projects
Contract Modification
(Local Government and Contractor)

GDOT Project No.: CSSTP-0006-00(913) GDOT PI No.: 0006913 County: FULTON

Local Government: FAIRBURN Contractor: BALDWIN

Modification Type and No. _____

Whereas the below Contractor entered into a contract with the Local Government on OCTOBER 17, 2013 for the construction of GDOT Project No. CSSTP-0006-00(913).

Whereas, certain items of construction encountered are not covered by the original contract, the Parties hereby agree to the following amendment to the contract:

Modify the Contract as follows:

<u>Item No:</u>	<u>Item Description</u>	<u>Units</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
653-1804	Thermoplastic Solid Traff Stripe, 8 in. White	LF	3104.000	\$2.48	\$7,697.92
167-1500	WATER QUALITY INSPECTIONS	MO	8.000	\$515.00	\$4,120.00

It is agreed that as a result of this amendment the contract time will be extended.

Time is extended as follows: March 31, 2016 (60 days)

Except as specifically amended herein, all terms and conditions of the original contract remain in full force and effect.

Now therefore, BALDWIN PAVING, Contractor, hereby agrees to said contract amendment consisting of the above mentioned items and prices, and agrees that this contract amendment is hereby made a part of the original contract to be performed under the specifications thereof.

Dated this 22 day of February 2016.

BY: _____

Contractor Name

(Authorized Signature)

(Seal)

BY: _____

Local Government

(Authorized Signature)

Date Executed: _____

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
CONTRACT MODIFICATION SIGNATURE FORM
(Local Administered Projects)**

DATE: _____

MODIFICATION: _____
(Type and No.)

Project No.: _____ GDOT PI No.: 0006913 County: FULTON

Contract ID: _____ PCN: _____

LOCAL GOVERNMENT: FAIRBURN

Details of the change explaining why needed (attach executed contract agreement between the Local Government and Contractor):

We are requesting the GDOT for approval for Change Order # 3 : (1) Quantity required by Admendment for Thermoplastic Solid Traf Stripe, 8 IN, WHITE Pay Item Code 653-1804 for installation of cross walks. The quantity is 3,104.00 lin. ft. . Item was not provided in original approved plans and contract items. (2) The previous change orders resulted in 8 months of extended time that required additional Water Quality Inspections.

☐ Do Not Concur / Non-Participating

☐ Concur / Non-Participating

☒ Concur / Participating Date Funding approved: _____

Amount (Federal Portion)

The current project amount is: \$3,216,742.48

The revised project amount is: \$3,228,560.40

Total Change Requested: \$11,817.92

Recommended By: [Signature] Date: 2/22/16
(Area Engineer)

Concurred: [Signature] Date: 3-1-16
(Project Manager)

Approved By: Albert Shelly Date: 3.1.16
(Office Head - Program Delivery)

February 16, 2017

Albert V. Shelby III
State Program Delivery Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, GA 30308

Re: PI# 0006913, Fulton County
CR 1505/Oakley Industrial Blvd from
Fayetteville Road to SR 138

Dear Mr. Shelby:

This letter is in response to your letter dated January 18, 2016, in which you indicated that "the total estimated cost of the project to be financed using Federal program funds through the Georgia Department of Transportation is Three Million One Hundred Eight Thousand Four Hundred Eighty-Four Dollars and Zero Cent (3,108,484.00), which is the total State/Federal contribution to the Project and is the maximum amount of the Department's obligation". The City of Fairburn is fully aware of the commitments as outlined in the Framework Agreement between the Department of Transportation, an agency of the State of Georgia and the City of Fairburn, acting by and through its Mayor and City Council. However, in your analysis you failed to account for the additional funding that was allocated to the Project through Contract Modifications after the construction began. These modifications were recommended by the Area Engineer(s)/Area Manager(s) Dale Ferris and Lankston Johnson respectively, concurred by the Project Manager Jeff Simmons, and approved by you, the Program Delivery Office Head (see attached) to address certain items of construction encountered that were not covered by the original contract. The City of Fairburn subsequently moved forward with this additional work with the understanding that these contract modifications had been properly vetted by the Georgia Department of Transportation and that we, the City of Fairburn would be reimbursed the federal portion as indicated in said modifications.

According to our records, the last contract modification received increased the federal portion to \$3,228,560.40 and to date we have only been reimbursed \$2,674,485.50 in federal funds by way of GDOT. With that being said, at a minimum the City of Fairburn is due \$433,998.50 to bring us up to the Federal contribution amount as outlined in the Project Framework Agreement. However, it is our position that we are also due an additional

CITY OF FAIRBURN

\$120,076.40 to account for the additional funding authorized by your office by way of the executed contract modifications. This work was completed by the Contractor and has been paid for by the City of Fairburn in good faith. We in turn expect to be reimbursed accordingly. We are a small City and we cannot afford to take a loss of over a half a million dollars (\$554,074.90) collectively.

With that being said, the City of Fairburn would like to take this opportunity to again formally request reimbursement. We have taken the liberty of providing a revised invoice with our current petition in hopes of expediting payment. Keep in mind that the original reimbursement requests were submitted back in April of last year and that the failure of the Department to act upon our requests has left the City of Fairburn facing financial hardship.

The City of Fairburn would like to thank the Georgia Department of Transportation for the guidance and support we have received thus far and we would also like to thank the Department in advance for its thoughtful consideration to our request for expedited federal reimbursement.

Sincerely,

A handwritten signature in blue ink that reads "Brendetta Walker". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Brendetta Walker, P.E.
Community Development Director & City Engineer

cc: Mario Avery, Mayor
Stephen Hood, Interim City Administrator
Lester Thompson, Deputy Director Community Development

CITY OF FAIRBURN

56 SW Malone Street, Fairburn, GA 30213-1341 | (770)964-2244 | Fax (770)969-3484 |
www.fairburn.com

MONTHLY INVOICE FOR FEDERAL REIMBURSEMENT

SUBMITTED BY: The City of Fairburn

SUBMITTED TO: GEORGIA DEPARTMENT OF TRANSPORTATION

DATE: February 16, 2017

INVOICE#: 10

INVOICED PERIOD: FROM 01/01/2016

TO 01/31/2016

PROJECT NAME: Oakley Industrial Blvd Upgrade

COUNTY: Fulton

GDOT PROJECT NO: 0006913

GDOT PROJECT ID NO: 0006913

TOTAL PROJECT BUDGET: \$4,420,556.57

FEDERAL AMOUNT: \$3,288,560.40

LOCAL AMOUNT: \$1,191,996.17

PROJECT PAYMENT PROGRESS

	TOTAL FEDERAL & STATE AMOUNT	TOTAL LOCAL AMOUNT
PREVIOUS INVOICES SUBMITTED:	<u>\$2,674,485.50</u>	<u>\$701,393.90</u>
PAYMENTS THIS INVOICE:	<u>\$433,998.50</u>	<u>\$490,602.27</u>
TOTAL SUBMITTED TO DATE	<u>\$3,108,484.00</u>	<u>\$1,191,996.17</u>

FEDERAL & STATE REIMBURSEMENT REQUESTED THIS INVOICE: \$433,998.50

PERCENT SUBMITTED TO DATE: 94.5%

By signature below, Brendetta Walker certifies the above payments were made to Baldwin Paving Company, Inc. in the amount of \$433,998.50 supported by the attached documents for payments of this invoice. The City of Fairburn requests federal reimbursement in the amount of \$433,998.50.

Approval for Payment

SIGN HERE

February 16, 2017
DATE

Brendetta Walker, P.E, City Engineer

TYPE NAME AND TITLE

MONTHLY INVOICE FOR FEDERAL REIMBURSEMENT

SUBMITTED BY: The City of Fairburn

SUBMITTED TO: GEORGIA DEPARTMENT OF TRANSPORTATION

DATE: February 16, 2017

INVOICE#: 11

INVOICED PERIOD: FROM 01/01/2016

TO 01/31/2016

PROJECT NAME: Oakley Industrial Blvd Upgrade

COUNTY: Fulton

GDOT PROJECT NO: 0006913

GDOT PROJECT ID NO: 0006913

TOTAL PROJECT BUDGET: \$4,420,556.57

FEDERAL AMOUNT: \$3,288,560.40

LOCAL AMOUNT: \$1,191,996.17

PROJECT PAYMENT PROGRESS

	TOTAL FEDERAL & STATE AMOUNT	TOTAL LOCAL AMOUNT
PREVIOUS INVOICES SUBMITTED:	<u>\$3,104,484.00</u>	<u>\$701,393.90</u>
PAYMENTS THIS INVOICE:	<u>\$120,076.40</u>	<u>\$490,602.27</u>
TOTAL SUBMITTED TO DATE	<u>\$3,224,560.40</u>	<u>\$1,191,996.17</u>

FEDERAL & STATE REIMBURSEMENT REQUESTED THIS \$120,076.40

INVOICE:

PERCENT SUBMITTED TO DATE: 100%

By signature below, Brendetta Walker certifies the above payments were made to Baldwin Paving Company, Inc. in the amount of \$120,076.40 supported by the attached documents for payments of this invoice. The City of Fairburn requests federal reimbursement in the amount of \$120,076.40.

Approval for Payment


SIGN HERE

February 16, 2017
DATE

Brendetta Walker, P.E., City Engineer

TYPE NAME AND TITLE

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

January 18, 2017

Ms. Brendetta Walker, P.E.
Community Development Director & City Engineer
City of Fairburn
56 Malone Street
Fairburn, Georgia 30213

Re: PI 0006913, Fulton County
CR 1505/Oakley Industrial Blvd from
Fayetteville Road to SR 138

Dear Ms. Walker:

The Georgia Department of Transportation (GDOT) has managed and awarded Federal Funding for Construction activities (CST) on projects in partnership with local governments for over 40 years through the Federal-aid program. GDOT identifies specific projects in conjunction with the State Transportation Improvement Plan (STIP) process based on funding and project readiness. This has allowed local communities the opportunity to forecast and have the proper resources available to design, administer and construct projects.

It is understood and agreed that the total estimated construction cost of the above referenced project as outlined and shown in Exhibit "D", Budget Estimate of the Construction Agreement. The total estimated cost of the project to be financed using Federal program funds through the Georgia Department on Transportation is three million one hundred eight thousand four hundred eighty-four dollars and zero cents (\$3,108,484.00), which is the total state/federal contribution to the Project and is the maximum amount of the Department's obligation. The approved project budget included any claims by the City of Fairburn for all costs incurred by the City of Fairburn in the conduct of the entire scope of work for the project.

The Department has received the attached invoices which exceed the contract amount. As stated in the construction contract agreement, the City of Fairburn shall be solely responsible for any and all amounts in excess of the Federal/State contribution. In no event shall the Federal contribution of the project exceed three million one hundred eight thousand four hundred eighty-four dollars and zero cents (\$3,108,484.00), which is the Department's maximum obligation.

If you have any questions or need additional information, please contact the Project Manager, Jeff Simmons at 404-631-1525 or jesimmons@dot.ga.gov

Sincerely,

A handwritten signature in blue ink that reads "Albert Shelby".

Albert V. Shelby III
State Program Delivery Administrator

Shun Pringle, District Construction Engineer, D7
Lankston Johnson, Area Engineer, D7, Area 3

Cc: AVS:KWN:CCB:jls

Attachments

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

November 30, 2017

RECEIVED
DEC 07 2017

Mayor Mario Avery
City of Fairburn, Fulton County
26 W. Campbellton Street
Fairburn, Georgia 30213

ATTN: Lester Thompson, Deputy Director Community Development

Subject: **Construction Contract Agreement for Execution**
CSSTP-0006-00(913), P.I. No. 0006913, Fulton County
CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138

Dear Mr. Thompson,

The Department accepts the contract modifications from the City of Fairburn to Baldwin Paving for construction services concerning the above referenced project. The estimated amount for the GDOT Construction is \$150,095.00. Eighty percent of that amount (\$120,076.00) will be paid through federal funding. The remaining 20% (\$30,019.00) is to be paid by the City of Fairburn.

Attached you will find four (4) original Supplemental Agreement contracts for the above referenced project. Please execute each contract agreement and provide the appropriate title and address where indicated.

Should you have any questions or concerns, please contact the Department's Project Manager, Jeff Simmons, at 404-631-1525

Sincerely,

Kimberly W. Nesbitt
State Program Delivery Administrator

KESD CCB
KWN:KESD:CCB:JS
Attachments

SUPPLEMENTAL AGREEMENT NO. 1

Between

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

One Georgia Center
600 West Peachtree Street, NW
Atlanta, Georgia 30308

and

City of Fairburn
26 W. Campbellton Street
Fairburn, Georgia 30213

The Agreement is made and entered into this day of _____, by and between the DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and CITY OF FAIRBURN authorized to do business in Georgia, hereinafter called the "SPONSOR NAME".

WHEREAS, the DEPARTMENT and the LOCAL/MUNICIPALITY heretofore on September 13, 2013, entered into an Agreement for Contract ID: D30006-13-000-0 hereinafter called the "Original Contract", for the purpose of having the LOCAL/MUNICIPALITY reimbursed federal funds for PI # 0006913, CR 1505/Oakley Industrial Blvd from Fayetteville Rd to SR 138, such work hereinafter called the "PROJECT, and

WHEREAS, the DEPARTMENT and the LOCAL/MUNICIPALITY agree that additional money are needed for completion of the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated September 13, 2013, shall be modified as follows:

All terms and conditions of the Original Contract dated September 13, 2013, shall remain in full force and effect, except as modified, changed or amended by this Supplemental Agreement Number 1.

The terms and conditions of this Agreement shall be binding upon, and inure to the benefit of, all successors and assignees of the parties.

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

Recommended:

Department of Transportation

City of Fairburn, Georgia

By: _____ (Seal)
Commissioner

By: _____ (Seal)
Mayor/Chairperson

Attest:

Signed, sealed and delivered
This ____ day of _____,
2017, in the presence of:

Treasurer

Witness

Notary Public

This Agreement, approved by
CITY OF FAIRBURN, the _____
day of _____, 2017

Attest:

Name and Title

Federal Employer Identification
Number:

APPENDIX A
LOCAL/MUNICIPALITY FEE SCHEDULE
Original Contract Dated September 13, 2013

Revised, October 23, 2017

Maximum Federal Participation:	\$3,108,484.00
Local Participation	\$904,383.50
Original Total Contract Amount:	\$4,012,867.50

Supplemental Agreement No. 1

Federal Participation Amount	\$120,076.00
Local Participation:	\$30,019.00
Supplemental Total Contract:	\$150,098.00

Composite
(Original Contract and Supplemental Agreement No.1)

Maximum Federal Participation Amount	\$3,228,560.00
Local Participation:	\$934,402.50
Total Contract:	\$4,162,962.50

APPENDIX B

CERTIFICATION OF DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

I hereby certify that I am the Commissioner of the Department of Transportation of the State of Georgia, and that the above Local/Municipality or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway Funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Signature

APPENDIX C

CERTIFICATION OF THE CITY OF HOLLY SPRINGS

I hereby certify that I am the _____ and authorized representative of CITY OF FAIRBURN, whose address is _____ and that neither I nor the above firm I hereby represent has:

- (a) employed or retained for a commission, percentage, brokerage contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above LOCAL/MUNICIPALITY) to solicit or secure this Agreement;
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above LOCAL/MUNICIPALITY) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Date

Signature of Authorized Representative

Type or Print Name

Vance C. Smith, Jr., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

July 21, 2010

The Honorable Betty Hannah, Mayor
City of Fairburn
56 Malone Street
Fairburn, Georgia 30213

Dear Mayor Hannah:

I am returning for your files an executed agreement between the Georgia Department of Transportation and the City of Fairburn for the following project:

PROJECT#: Fulton County, P.I. #0006913

We look forward to working with you on the successful completion of the joint project.
Should you have any questions, please contact the Project Manager Mike Lobdell at (770)986-1257.

Sincerely,

A handwritten signature in blue ink that reads "Angela Robinson".

Angela Robinson,
Financial Management Administrator

AR: rm

Enclosure

c: Bob Rogers
Bryant Poole – District 7
Mac Cranford – District 7
Jonathan Walker – District 7
Jeff Baker – Utilities



AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
AND
THE CITY OF FAIRBURN
FOR
TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this 16th day of June, 2019, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the CITY OF FAIRBURN, acting by and through its Mayor and City Council , hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

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

1. The LOCAL GOVERNMENT shall by following the procedures in the DEPARTMENT's Local Administered Project Manual contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all reimburseable utility relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment A, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL

GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction as specified in Attachment A.

3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits.

5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment B and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way or construction, as applicable.

6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

7. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

- a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations,

Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

c. Prepare environmental studies, documentation, reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-

evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydraulic Study or drainage design.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation along with a Benefit Cost, hereinafter referred to as "B/C ratio" at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C ratio may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under

the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

l. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.

m. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course and Local Administered Project Training. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

8. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

10. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

11. The LOCAL GOVERNMENT unless otherwise noted in attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The costs include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the

plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise on construction.

12. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

13. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid

response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs. .

14. The LOCAL GOVERNMENT, unless shown otherwise on Attachment A, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall

certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

15. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

- a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.
- b. Certification that all needed rights of way have been obtained and cleared of obstructions.
- c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
- d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapter 10 of the DEPARTMENT's Local Administered Project Manual.

16. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

17. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

18. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to

issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF
TRANSPORTATION

BY: *Vann C Smith Jr*
Commissioner

ATTEST:
[Signature]
Treasurer



THE CITY OF FAIRBURN

BY: *[Signature]*
Name Mario Avery
Title Mayor

Signed, sealed and delivered this
15 day of April,
2010, in the presence of:

[Signature]
Witness

[Signature]
Notary Public

This Agreement approved by Local
Government, the 12 day of
April, 2010.

Attest
[Signature]
Name and Title City Clerk

FEIN: 58-6000575

ATTACHMENT "A" **Project Number: 0006913 – The City of Fairburn**

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
	Funding	PE Activities by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding	Letting by	Utility Funding by	Railroad Funding by
P.I. #0006913, CR 1505/OAKLEY INDUSTRIAL BLVD. FM. FAYETTEVILLE RD TO SR 138	(100%) LCL GOV. > (\$320,000) 100% Local Gov.	Local Gov.	(100%) LCL GOV >(\$23,707,275) 100% Local Gov.	Local Gov.	Local Gov.	(80%) Federal (\$3,108,484) (20%) LCL GOV (\$777,121) >(\$3,885,605) 100% Local Gov.	Local Gov.	100% Local Gov.	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. *R/W and Construction amounts shown are estimates for budget planning purposes only.

ATTACHMENT "B" 0006913 – THE CITY OF FAIRBURN

Proposed Project Schedule

Environmental Phase					
Concept Phase					
Preliminary Plan Phase					
Right of Way Phase					

Deadlines for Responsible Parties	Execute Agreement	03/2006 (Approve Concept)	10/2007 (Approve Env. Document)	12/2008 (Authorize Right of Way funds)	01/2012 (Authorize Const. funds)
-----------------------------------	-------------------	------------------------------	------------------------------------	---	-------------------------------------

Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

Jennifer Elkins

From: Lester Thompson <lthompson@fairburn.com>
Sent: Friday, September 22, 2017 7:49 AM
To: 'marioavery'; 'Stephen Hood'
Subject: FW: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11
Attachments: 0006913 - Oakley Industrial Blvd Upgrade - Programmed Construction Funds.pdf; 0006913 - Oakley Industrial Blvd Upgrade - Reimbursement Request Letter and Invoices 10 & 11.pdf; 0006913 - Oakley Industrial Blvd Upgrade - Reimbursement Payment Register.pdf

From: Lester Thompson [mailto:lthompson@fairburn.com]
Sent: Thursday, September 21, 2017 8:33 AM
To: 'Simmons, Jeff'; 'Shelby, Albert'; 'Zahul, Kathy'
Cc: 'Mertz, Kaycee'; 'Green, Henry'; 'Lawrence, Roshni R'; 'Johnson, Lankston'; 'King, Celeste'; Brendetta Walker
Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Mr. Simmons,

The additional funding has been programmed for PI#0006913 (see attached). When do you think we will be able to receive payment for Invoice #11? Please advise. Thanks.

Lester Thompson, MPA
Deputy Director
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)
F: 770-306-6919
E: lthompson@fairburn.com



From: Lester Thompson [mailto:lthompson@fairburn.com]
Sent: Monday, September 18, 2017 2:38 PM
To: 'Simmons, Jeff'
Cc: 'Mertz, Kaycee'; 'Green, Henry'; 'Lawrence, Roshni R'; 'Johnson, Lankston'; 'King, Celeste'; 'Shelby, Albert'; Brendetta Walker
Subject: FW: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11
Importance: High

Mr. Simmons,

See below for the status of the additional funding request for PI#0006913 – Oakley Industrial Boulevard from Fayetteville Road to SR 138 (Jonesboro Road). Based on the information provided, when do you think we will be able to receive payment for reimbursement request #11? Please advise. Thanks.

Lester Thompson, MPA
Deputy Director
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)
F: 770-306-6919
E: ltompson@fairburn.com



From: Jean Hee P. Barrett [<mailto:JBarrett@atlantaregional.org>]
Sent: Wednesday, September 13, 2017 4:18 PM
To: 'Lester Thompson'
Cc: Audrey Johnson
Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Thanks Lester for reconfirming. This is to notify you that we will process the additional funding request for the 3rd quarter TIP administrative modifications. It is my hope to process the updated TIP this Friday. However, it is looking more likely to be some time next week. Please be on the lookout for an email from me to all project sponsors when all administrative modifications have been processed. Please also reach out to the GDOT project manager informing them of the anticipated additional funding to be programmed for PI#0006913. It will be as follows:

FY 2018 CST Z230 (STBG-Urban) → \$120,076 FEDERAL/\$30,019 LOCAL (\$150,095 TOTAL)

Let me know if there are any questions.

-Jean Hee

Jean Hee P. Barrett
Program Implementation and Partner Services Section
Transportation Access and Mobility Group

Atlanta Regional Commission
regional impact + local relevance

P | 470.378.1573
F | 470.419.2701

jbarrett@atlantaregional.org

www.atlantaregional.org

CONFIDENTIALITY NOTICE: This e-mail and any attachments are intended solely for the use of the named recipient or recipients. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail and any attachments, and all copies.

From: Lester Thompson [<mailto:lthompson@fairburn.com>]

Sent: Tuesday, August 29, 2017 5:02 PM

To: Jean Hee P. Barrett <JBarrett@atlantaregional.org>

Cc: Lester Thompson <lthompson@fairburn.com>

Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Jean Hee,

That is correct. We are still in need of the additional funding as previously requested. Thanks for following up.

Lester
(770) 572-1356

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Jean Hee P. Barrett" <JBarrett@atlantaregional.org>

Date: 8/29/17 4:31 PM (GMT-05:00)

To: 'Lester Thompson' <lthompson@fairburn.com>

Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Lester,

I am following up on an old request. You had submitted a request for an additional \$120,076 in federal funds for PI#0006913 (ARC ID FS-202B1). I want to reconfirm the funding amounts with you as we are looking to get these funds programmed in the TIP for the 3rd quarter TIP administrative modifications. Please confirm the following:

FS-202B1/PI#0006913 – Oakley Industrial Boulevard from Fayetteville Road to SR 138 (Jonesboro Road)

CST phase - \$120,076 FEDERAL/\$30,019 LOCAL (\$150,095 TOTAL)

I need a response by COB Thursday. Let me know if there are further questions.

-Jean Hee

Jean Hee P. Barrett

Program Implementation and Partner Services Section
Transportation Access and Mobility Group

Atlanta Regional Commission
regional impact + local relevance

P | 470.378.1573
F | 470.419.2701

jbarrett@atlantaregional.org

www.atlantaregional.org

CONFIDENTIALITY NOTICE: This e-mail and any attachments are intended solely for the use of the named recipient or recipients. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail and any attachments, and all copies.

From: Lester Thompson [<mailto:lthompson@fairburn.com>]
Sent: Friday, March 24, 2017 12:51 PM
To: Jean Hee P. Barrett <JBarrett@atlantaregional.com>
Subject: FW: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Jean Hee,

On the above referenced project, the City of Fairburn has been asked by GDOT District 7 District Engineer, Kathy Zahul to request additional funds from ARC to cover the cost of additional work that was done after construction began that was not captured in the original contract. This work was authorized by GDOT, although according to Kathy improperly, through approved contract modifications (attached). However, because the costs required to do the additional/approved work caused the overall project costs to surpass the allotted federal funding amount (\$3,108,484) for Construction as identified in the Project Framework Agreement (PFA), GDOT will not reimburse the City of Fairburn the cost of this additional work until additional federal funds are allotted to the project by way of the Atlanta Regional Commission. As such, the City of Fairburn would like to request that an additional **\$120,076.40 in federal funds** be allocated to the Construction Funding for **PI 0006913, CR 1505/OAKLEY INDUSTRIAL BLVD FM FAYETTEVILLE RD TO SR 138**. I have taken the liberty of forwarding you that last reimbursement requests sent to GDOT which contains all of the pertinent information. Upon review, please give me a call if additional information is required to support our petition for additional funding. The City of Fairburn would like to take this opportunity to thank you and the Atlanta Regional Commission in advance for your thoughtful consideration to our request for additional federal funding.

Best Regards,

Lester Thompson, MPA

Deputy Director

Community Development/Public Works

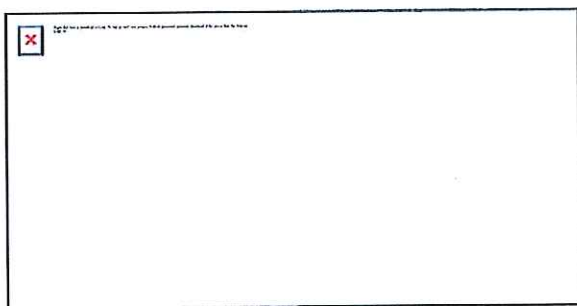
26 W. Campbellton St.

Fairburn, Georgia 30213

P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: lthompson@fairburn.com



From: Lester Thompson [<mailto:lthompson@fairburn.com>]

Sent: Wednesday, March 15, 2017 11:00 AM

To: 'Shelby, Albert'; 'jesimmons@dot.ga.gov'

Cc: 'Johnson, Lankston'; 'King, Celeste'; 'lausmith@dot.ga.gov'; 'Ferris, Dale'; 'Zahul, Kathy'; Brendetta Walker; 'Stephen Hood'; 'Mayor Avery'; Marceia Lindley

Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Importance: High

Mr. Shelby,

Please advise as to the status of Reimbursement Requests 10 & 11 for PI# 0006913, Oakley Industrial Blvd Upgrade Project. Thanks.

Lester Thompson, MPA

Deputy Director

Community Development/Public Works

26 W. Campbellton St.

Fairburn, Georgia 30213

P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: lthompson@fairburn.com



From: Lester Thompson [<mailto:lthompson@fairburn.com>]

Sent: Thursday, February 16, 2017 12:04 PM

To: 'Shelby, Albert'; 'jesimmons@dot.ga.gov'

Cc: 'Johnson, Lankston'; 'King, Celeste'; 'lausmith@dot.ga.gov'; 'Ferris, Dale'; 'Zahul, Kathy'; Brendetta Walker; 'Stephen Hood'; 'Mayor Avery'; Marceia Lindley

Subject: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Importance: High

Mr. Shelby,

See attached for the Letter of Response/Reimbursement Request Letter from the City of Fairburn and the associated revised Invoices/Reimbursement Requests 10 & 11 for PI# 0006913, Oakley Industrial Blvd Upgrade Project. The original documents will be placed in the mail today. Let me know if you have any questions or if any additional information is required. Thanks.

Lester Thompson, MPA

Deputy Director

Community Development/Public Works

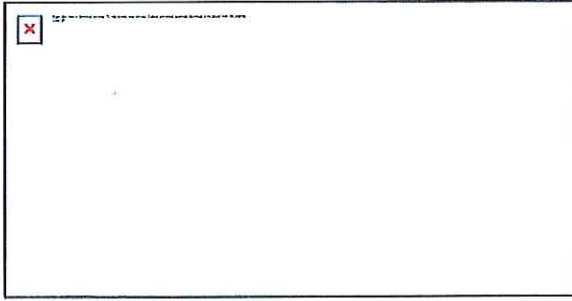
26 W. Campbellton St.

Fairburn, Georgia 30213

P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: ltompson@fairburn.com



Jennifer Elkins

From: Jean Hee P. Barrett <JBarrett@atlantaregional.com>
Sent: Wednesday, April 12, 2017 9:24 AM
To: 'Lester Thompson'
Cc: Audrey Johnson; Kofi Wakhisi
Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Lester,

I heard back from GDOT Planning staff and it appears that there was an error on GDOT's end. The additional federal funding that they committed to PI#0006913 was in fact not approved nor granted. This should explain their hesitation on reimbursing the City of Fairburn for the additional work that has been done. Since this project has already had their construction funds authorized and no longer in the TIP, what we are looking to do is see how much in STBG-Urban (Z230) funds are available for FY 2017. If funds are available to commit to this project, it will need to be reprogrammed back in the TIP to allow us to program the funding shortfall. I will need to wait until all the admin mods are submitted on April 21st in addition to the other additional funding requests that come in. But we will add this project to the list of additional funding considerations for FY 2017 under the STBG-Urban (Z230) funding program. Our response will be delayed until early May to give ourselves time to look over things and communicate with GDOT staff (Planning and Program Delivery). So please bear with us as we work out this issue and get this project moving along. Thanks!

-Jean Hee

Jean Hee P. Barrett
Principal Planning Coordinator / TIP Manager
Transportation Access and Mobility Division

Atlanta Regional Commission
regional impact + local relevance

P | 404.463.3282
F | 404.463.3254

jbarrett@atlantaregional.com

CONFIDENTIALITY NOTICE: This e-mail and any attachments are intended solely for the use of the named recipient or recipients. Any dissemination of this e-mail by anyone other than an intended recipient is strictly prohibited. If you are not a named recipient, you are prohibited from any further viewing of the e-mail or any attachments or from making any use of the e-mail or attachments. If you believe you have received this e-mail in error, notify the sender immediately and permanently delete the e-mail and any attachments, and all copies.

From: Lester Thompson [mailto:lthompson@fairburn.com]
Sent: Friday, March 24, 2017 12:51 PM
To: Jean Hee P. Barrett <JBarrett@atlantaregional.com>
Subject: FW: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Jean Hee,

On the above referenced project, the City of Fairburn has been asked by GDOT District 7 District Engineer, Kathy Zahul to request additional funds from ARC to cover the cost of additional work that was done after construction began that was

not captured in the original contract. This work was authorized by GDOT, although according to Kathy improperly, through approved contract modifications (attached). However, because the costs required to do the additional/approved work caused the overall project costs to surpass the allotted federal funding amount (\$3,108,484) for Construction as identified in the Project Framework Agreement (PFA), GDOT will not reimburse the City of Fairburn the cost of this additional work until additional federal funds are allotted to the project by way of the Atlanta Regional Commission. As such, the City of Fairburn would like to request that an additional \$120,076.40 in **federal funds** be allocated to the Construction Funding for **PI 0006913, CR 1505/OAKLEY INDUSTRIAL BLVD FM FAYETTEVILLE RD TO SR 138**. I have taken the liberty of forwarding you that last reimbursement requests sent to GDOT which contains all of the pertinent information. Upon review, please give me a call if additional information is required to support our petition for additional funding. The City of Fairburn would like to take this opportunity to thank you and the Atlanta Regional Commission in advance for your thoughtful consideration to our request for additional federal funding.

Best Regards,

Lester Thompson, MPA
Deputy Director
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)
F: 770-306-6919
E: lthompson@fairburn.com



From: Lester Thompson [<mailto:lthompson@fairburn.com>]

Sent: Wednesday, March 15, 2017 11:00 AM

To: 'Shelby, Albert'; 'jesimmons@dot.ga.gov'

Cc: 'Johnson, Lankston'; 'King, Celeste'; 'lausmith@dot.ga.gov'; 'Ferris, Dale'; 'Zahul, Kathy'; Brendetta Walker; 'Stephen Hood'; 'Mayor Avery'; Marceia Lindley

Subject: RE: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11

Importance: High

Mr. Shelby,

Please advise as to the status of Reimbursement Requests 10 & 11 for PI# 0006913, Oakley Industrial Blvd Upgrade Project. Thanks.

Lester Thompson, MPA
Deputy Director
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)

F: 770-306-6919
E: lthompson@fairburn.com



From: Lester Thompson [<mailto:lthompson@fairburn.com>]
Sent: Thursday, February 16, 2017 12:04 PM
To: 'Shelby, Albert'; 'jesimmons@dot.ga.gov'
Cc: 'Johnson, Lankston'; 'King, Celeste'; 'lausmith@dot.ga.gov'; 'Ferris, Dale'; 'Zahul, Kathy'; Brendetta Walker; 'Stephen Hood'; 'Mayor Avery'; Marcela Lindley
Subject: 0006913 - Oakley Industrial Blvd Upgrade - City of Fairburn Letter of Response/Reimbursement Request Letter and Revised Invoices 10 & 11
Importance: High

Mr. Shelby,

See attached for the Letter of Response/Reimbursement Request Letter from the City of Fairburn and the associated revised Invoices/Reimbursement Requests 10 & 11 for PI# 0006913, Oakley Industrial Blvd Upgrade Project. The original documents will be placed in the mail today. Let me know if you have any questions or if any additional information is required. Thanks.

Lester Thompson, MPA
Deputy Director
Community Development/Public Works
26 W. Campbellton St.
Fairburn, Georgia 30213
P: 770-964-2244 (ext. 306)
F: 770-306-6919
E: lthompson@fairburn.com





CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: January 22, 2018 Work Session: January 22, 2018 Council Meeting: January 22, 2018

DEPARTMENT: Recreation

BUDGET IMPACT: none

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and approve the facility use agreement for South Fulton Little League for the spring 2018 season.

HISTORY: South Fulton Little League is a South Fulton based youth baseball program for players ages 7-14. This organization has utilized Duncan Park's baseball fields in the past to implement their baseball program.

FACTS AND ISSUES:

RECOMMENDED ACTION: For Council to approve the contract for South Fulton Little League to utilize Duncan Park's baseball fields for the spring 2018 season

Donna Gayden, City Administrator

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 South Fulton Little 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 South Fulton Little League practice and games on the schedule listed and to lease the following facilities for that purpose:

Duncan Park Baseball Fields labeled 3, 4, and 5

Concession/Restroom Building #B206103 – ONLY on Game day

This Agreement is to become effective on the January 22, 2018, and shall terminate on June 30, 2018

FEES AND REPORTS: South Fulton Little 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. South Fulton Little League will also be responsible for a \$200.00 refundable damage deposit. South Fulton Little 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 general maintenance and electrical support during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ball field fencing and applying replacement in-field mix. The field accessories 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. 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 practice and game schedule. All special activities of its activities at least one week in advance of those activities.
6. The Lessee must have a representative that is CPR/AED certified at each practice and game.
7. 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. No individual will be allowed to work with young people at Duncan Park in any way unless his or her background check is found by the City Administrator to be acceptable. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.
8. The Lessee shall provide 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. An emergency plan must be submitted to the Parks & Recreation Director prior to the start of the season.
9. 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.
10. 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 Director of Parks and Recreation as required herein will result in loss of use of facilities until compliance with contract.

This Agreement entered into this _____ day of _____, 2018.

CITY OF FAIRBURN

SOUTH FULTON LITTLE LEAGUE ASSOCIATION

By: _____
Elizabeth Carr-Hurst, Mayor

By: _____
South Fulton Little League Representative (Print Name)

Attest: _____
Jennifer Elkins, City Clerk

Signature

Attest: _____
William R. (Randy) Turner

Mailing Address:



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: OPERATING SCHEDULE FOR POOL AND SPLASH PAD

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

Submitted: 01/22/18 **Work Session:** 01/22/18 **Council Meeting:** 01/22/18

DEPARTMENT: Parks & Recreation

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the operating schedule and fee structure for the 2018 Duncan Park Pool season.

FACTS AND ISSUES: 2018 fee structure and operating schedule reflects updates to the operating schedule and swim lessons.

RECOMMENDED ACTION: For City Council to approve the attached fee structure and operating schedule for the 2018 season at the Duncan Park pool and splash pad.

Donna Gayden, City Administrator

Mayor Elizabeth Carr-Hurst

**Duncan Park Pool and Splash Pad
Fee Schedule (2018)**

Hours of Operation

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Lap Swim	10am- 7pm	9am- 10:30am 1pm- 7pm	10am- 7pm	9am- 10:30am 1pm- 7pm	10am- 7pm		
Water Aerobics		9am- 10am		9am- 10am		9am- 10am	
Swim Lessons		10:30am- 12:30pm		10:30am- 12:30pm		10:30am- 12:30pm	
Summer Camp/Daycare	10:30am- 12:30pm		10:30am- 12:30pm		10:30am- 12:30pm		
Open Swim	1pm-7pm	1pm-7pm	1pm-7pm	1pm-7pm	1pm-6pm	1pm-6pm	1pm-6pm

General Admission

Price (per session)

General Admission	\$6.00
Senior (55 & Older)	\$4.00
Youth (15 & under)	\$4.00
2 & Under	FREE

Water Aerobics:

Join Water Aerobics! Duncan Park Pool offers a low impact workout that will help tone by blending cardio and resistance training on **Tuesdays/Thursdays from 9am-10am & Saturdays 9:00am-10:00am**

Price (per workout)

Summer Aerobics Pass	\$45.00
Adult Resident (ages 16 & up)	\$4.00
Senior Resident (ages 55 and up)	\$2.00

Season Splash Passes

Resident Splash Pass: Resident Splash Pass provides access to the Duncan Park Pool and Splash Pad during regular hours of operation for the 2018 season (May 26, 2018- September 3, 2018). This pass is available for City of Fairburn residents ONLY! Proof of residency must be provided in the form of a picture I.D. and current utility bill in the name of the purchaser.

Resident Splash Pass Price

Adult Pass (16 +)	\$60.00
Senior Pass (55 +)	\$45.00
Youth Pass (3-15)	\$45.00

Non- Resident Splash Pass: Non-Resident Splash Pass provides access to the Duncan Park Pool and Splash Pad during regular hours of operation for the 2018 season (May 26, 2018- September 3, 2018).

Non- Resident Splash Pass Price

Adult Pass (16 +)	\$78.00
Senior Pass (55 +)	\$60.00
Youth Pass (3-15)	\$60.00

Family Season Splash Pass:

Family Season Passes are only for immediate family members who are dependents and live in the same household. The Family Season Passes provide access to the Duncan Park Pool and Splash Pad during regular hours of operation for the 2017 season (May 27, 2017- September 4, 2017). This pass is available for City of Fairburn residents ONLY! Proof of residency must be presented at the time of purchase to receive the resident rate. **Family Splash Passes can only be purchased in person at the Fairburn Youth Center: 149 SW Broad Street; Fairburn, GA 30213**

Family Season Splash Pass

Early Bird - Family (up to 4 members) Resident + 2 <i>complementary tickets</i> <i>Purchased before May 25, 2018</i>	\$125.00
Family (up to 4 members) Resident <i>Purchased after May 25, 2018</i>	\$190.00
Family Add on (Resident)	\$30.00

Summer Camps/ Day Care Facilities:

The Duncan Park Pool and Splash Pad is available for summer camps and day care facilities at designated times Monday, Wednesday, and Friday from 10:30am-12:30pm. Summer camps and day care facilities will receive a discounted rate of **\$3.00 per child /per visit** (swimmers and non-swimmers) for the session. Camp staff and day care staff will not be charged an admission fee. To schedule swim times, please contact dbrown@fairburn.com or 770-964-2244 ext. 134

Swim Lessons:

Duncan Park Pool and Splash Pad offers swim lessons for youth and adults throughout the summer. We will conduct sessions for Level 1, Level 2, & Level 3 participants. Please review the details and session schedule below;

Level 1: Introduction to water skills and safe practices around the water.

Level 2 Beginner: Give students success with fundamental skills. Learn to float and recover to a vertical position and an introduction to swimming

Level 2 Advanced: Introduces all strokes and increases skill level in strokes.

Each session includes (6) 50 minute lessons

Youth Swim Lessons - Tuesday & Thursday

	Dates	Pre School	Level 1 –	Level 2
Session 1	05/29-6/14	10:30am-11:20am	10:30am-11:20am	11:30am-12:20pm
Session 2	6/19- 7/12	10:30am-11:20am	10:30am-11:20am	11:30am-12:20pm
Session 3	7/17-8/2	10:30am-11:20am	10:30am-11:20am	11:30am-12:20pm

*Session dates are subject to change

Youth Swim Lessons - Saturday

	Dates	Level 1 –	Level 2	Adult
Session 1	6/9- 7/14	10:30am-11:20am	11:30am-12:20pm	11:30am-12:20pm
Session 2	7/21- 8/18	10:30am-11:20am	11:30am-12:20pm	11:30am-12:20pm

Prices (each session per level)

Pre-school (ages 4 & Under)	\$45.00
Youth (ages 5-15)	\$60.00
Adult (16+)	\$75.00

Duncan Park Pool & Splash Pad Party!

Nothing beats a POOL PARTY! Duncan Park Pool and Splash Pad is the perfect location to celebrate a birthday, graduation, family reunion, or just a family fun day. Reserve one of our pool shade structures w/ tables for your celebration. For youth parties there must be a 3 child: 1 adult ratio.

Size	Capacity	Price
Small	8-10	\$30.00 per session
Medium	10-20	\$40.00 per session
Large	20-30	\$50.00 per session

Party Admission Tickets:

1-20 tickets	\$3.50 per ticket
20 + tickets	\$3.00 per ticket

**Reservation of a shade structure is required to receive party ticket pricing. All party guests must have a ticket to enter including swimmers & non swimmers. Guest list must be submitted prior to the start of the reservation.*

Pool Rental- The Duncan Park Pool and Splash Pad is a great place to host a private party or company event. After hour reservations are available Friday- Sunday for a 2 hour block. Renters are responsible for staffing requirements and associated fees. Staff requirement is determined by the number of party attendees including swimmers and non-swimmers. **Staff Fee = \$15.00 per hour.** Renters are required to submit a guest list at least 72 hours prior to the event date or the event will be cancelled.

Available Rental Blocks: Friday-Sunday (6:30pm-8:30pm) or Sunday (10am-12pm) + **staffing fee**

Fees:

Resident	\$200.00
Non-Resident	\$300.00