



*City of Fairburn
Workshop Agenda
October 23, 2017
6:00 PM*

The Honorable Mayor Mario, B. Avery, Presiding

I. Council Discussion

II. Agenda Item(s) for Council Meeting at 7:00 PM.

1. Property Management

Repairs to Bohannon Road Bridge over I-85.

2. Utilities

ECG Year End Settlement.

3. Utilities

Agreement with Zack's Pest-A-Saurus Rex, LLC of Newnan, the most responsive bidder, to provide wildlife inspection and mitigation services for the creek in St. John's Crossing for over \$1,000/month.

4. Engineering

Approve the First Amendment to the Intergovernmental Agreement with Union City to Construct the Gateway Project.

5. Engineering (not on regular agenda, for workshop only)

To Discuss and choose a mission statement for a Public Art Grant.

6. Recreation

To review and approve the facility use agreement for Southside Kickers for the Fall 2017 Season.

7. Finance Director

To approve my Ordinance the Fiscal Year 2017-2018, City of Fairburn's Municipal Budget of \$ 38,156,147 for expenditures.

III. Adjourn to Regular Council Meeting



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 23, 2017
7:00 PM

REGULAR AGENDA

The Honorable Mayor Mario B. Avery, Presiding

The Honorable Lydia Glaize
The Honorable Pat Pallend
The Honorable James Whitmore

The Honorable Alex Heath
The Honorable Hattie Portis-Jones

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Clerk

- | | | |
|-------|---|---|
| I. | Meeting Called to Order: | The Honorable Mayor Avery |
| II. | Roll Call: | Interim City Clerk |
| 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. | Approval of City Council Minutes: | Council Members |
| IX. | Agenda Items: | |
| | 1. Property Management
Repairs to Bohannon Road Bridge over I-85. | Mr. Harvey Stokes
(Action Item) |

- | | |
|---|----------------------|
| 2. Utilities | Mr. Tom Ridgway |
| ECG Year End Settlement. | (Action Item) |
| 3. Utilities | Mr. Tom Ridgway |
| An agreement with Zack's Pest-A-Saurus Rex, LLC of Newnan, the most responsive bidder, to provide wildlife inspection and mitigation services for the creek in St. John's Crossing for \$1,000/month. | (Action Item) |
| 4. Engineering | Ms. Brendetta Walker |
| Approve the First Amendment to the Intergovernmental Agreement with Union City to Construct the Gateway Project. | (Action Item) |
| 5. Recreation | Ms. Chapin Payne |
| To review and approve the facility use agreement for Southside Kickers for the Fall 2017 Season. | (Action Item) |
| 6. Finance Director | Mr. Ed Holloway |
| To approve by Ordinance the Fiscal Year 2017-2018 City of Fairburn's Municipal Budget of \$38,156,147 for expenditures. | (Action Item) |
| X. Council Comments: | Council Members |
| XI. Executive Session (if applicable) | |
| XII. Adjourn | |

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



CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
October 9, 2017 @ 7:00 PM

POST PRELIMINARY MINUTES

The Official Minutes of this meeting are tentative and have not been ratified, or approved, by the Mayor and City Council, and these Post Preliminary Minutes are not binding on the City or any Officer thereof.

The Honorable Mayor Mario B. Avery, Presiding

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

The Honorable Lydia Glaize
The Honorable Pat Pallend

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

- I. Meeting was called to order by the Honorable Mayor Mario B. Avery at 7:05 PM.
- II. Roll Call was performed by Interim Clerk, Shana T. Moss, all members of council were present, the city had a quorum and the official meeting proceeded.
- III. The Invocation was given by the Honorable Councilman Whitmore.
- IV. The Pledge of Allegiance was recited in unison.
- V. There were no presentations.
- VI. There were no Public Comments.
- 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 Mayor Pro-Tem Portis-Jones.
Vote: (5-0). Motion Carried.

The Mayor and Council held work session prior at 6:00 PM, all work sessions items were approved for the Regular Meeting Agenda, thus giving a Consent Agenda. Motion to approve consent agenda was made by Councilman Heath; motion, seconded by Councilman Whitmore.
Vote: (5-0). Motion Carried.

- VIII. Approval of City Council Minutes: Motion to approve with one correction was made by Mayor Pro-Tem Portis-Jones; motion, seconded by Councilman Heath.
Vote: (5-0). Motion Carried.

Mayor and Council had discussion in work session regarding agenda items; minutes are taken from work session discussion. All Agenda Items were approved through consent agenda.

1. Utilities

Mr. Tom Ridgeway

Repair of Jet Machine, Mr. Ridgeway reported the city can repair the jet machine for \$17,000, a new machine will cost \$68,000. Currently, the city is renting a jet machine for \$1,250 weekly.

Vote (5-0) Consent Agenda

2. Public Works

Mr. Lester Thompson

Approval of the FY 2017 CDBG Contract with Fulton County for \$ 100,000. This project will be used for Phase III of Cora Robinson Park.

Vote (5-0) Consent Agenda

3. Public Works

Mr. Lester Thompson

Approval of 2017 LMIG Off-System Program Pedestrian Improvements Project Contract Award. Mr. Thompson presented to Mayor and Council to approve the 2017 LMIG (Local Maintenance & Improvement Grant) Off-System Safety (OSS) Program Award of \$ 230,000 from the Georgia Department of Transportation (GDOT) has been committed to the project. Approximately \$ 169,287.50 of the proposed TSPLOST Pedestrian/Bike Improvement funds will also be required, for a total budget impact of \$399,287.50. **Vote (5-0) Consent Agenda**

3. Public Works

Mr. Lester Thompson

Approval of 2017 LMIG/SPLOST Road Improvements Project Contract Award. Mr. Thompson presented to Mayor and Council to approve the 2017 LMIG/TSPLOST Road Improvement Project Contract Award with E.R. Snell Contractor, Inc. for the amount of \$1,149,961.41. The 2017 LMIG award of \$165,748.69 from the Georgia Department of Transportation has already been received. Approximately \$ 984,212.72 of the \$7,737,167 in proposed TSPLOST City-Wide Road Resurfacing funds will also be required, for a budget total impact of \$1,149,961.41.

Vote (5-0) Consent Agenda

4. Public Works

Mr. Lester Thompson

Approval of Task Order #2 with Moreland Altobelli for Construction Management Services on the 2017 LMIG-OSS Project, Pedestrian Improvements on Various City Roads (17-004). The City solicited proposals in July 2016 for construction management services in order to better manage and deliver our LMIG and CDBG programs and other special projects as required. The purpose of the solicitation was to for the selected firm to provide these support services to the City's Engineering Department for three years. In response to the Request for Proposal (RFP) #16-005 for On-Call Construction Management Services, the City of Fairburn received proposals from five (5) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration and fee proposal the Selection Committee comprised of two staff Professional Engineers, the Director of Building and Property Management, and the Interim City Administrator selected Moreland Altobelli Associates, Inc. as the successful respondent. The Contract Award for On-Call Construction Management Services with Moreland Altobelli was approved at the September 12, 2016 City Council Meeting and the Notice of Award was issued on September 15, 2016.

Vote (5-0) Consent Agenda

5. City Engineer

Ms. Brendetta Walker

Approval of Task Order for Landscape Architectural Services with Moreland Altobelli Associates, Inc. Ms. Walker presented to Mayor and Council regarding On-Call Landscape Architectural Services. The City solicited proposals in July 2016 for On-Call Landscape Architectural Services to assist the City in complying with landscaping and development ordinances and special project support. This first task order was approved in December of 2016. The current task order will have the same scope of services for another annual period.

Vote: (5-0). Consent Agenda

6. Finance Director

Mr. Ed Holloway

Presented a request to Mayor and Council to approve the use of funds from fund balance to balance the Fiscal Year 2017-2018 Budget. In addition Mayor and Council requested the following information: (1) Department budget reports that show the starting amount, purchases, and what is remaining in each budget line, (2) Amount required in debt reserve, (3) Overall debt to equity ratio, and (4) Current amount in reserve. *(Mr. Holloway provide this information and report will be attached to the minutes).*

Vote: (5-0). Consent Agenda.

7. Utilities

Mr. Tom Ridgeway

Emergency Sewer Repair. Mr. Ridgeway asked Mayor and Council to accept a proposal from Crawford Grading and Pipeline, Inc. to make emergency repairs to an aerial sewer line damaged by a falling tree in the amount of \$159,000. This sewer line is 594 feet and crosses a depressed area between East Campbellton Street and Willow Creek Road. A four to five foot tree fell across it, breaking the pipe in numerous places and damaging the piers supporting the pipe. Raw sewage was being discharged directly onto the ground and threatening the creek.

Vote: (5-0). Consent Agenda

8. Public Works

Mr. Lester Thompson

Approval of Task Order #3 with Moreland Altobelli for Construction Management Services on the 2017 LMIG Project, Roadway Improvements on various City Roads (17-005). Mr. Thompson presented to Mayor and Council to approve Task Order #3, the City solicited proposals in July 2016 for construction management services in order to better manage and deliver its LMIG and CDBG programs and other special projects as required. The purpose of the solicitation was to for the selected firm to provide these support services to the City's Engineering Department for three years. In response to the Request for Proposal (RFP) #16-005 for On-Call Construction Management Services, the City of Fairburn received proposals from five (5) prospective firms. Based on the firm's staff qualifications, similar clients/contracts, project understanding, project administration and fee proposal the Selection Committee comprised of two staff Professional Engineers, the Director of Building and Property Management, and the Interim City Administrator selected Moreland Altobelli Associates, Inc. as the successful respondent. The Contract Award for On-Call Construction

Management Services with Moreland Altobelli was approved at the September 12, 2016 City Council Meeting and the Notice of Award was issued on September 15, 2016.

Vote: (5-0). Consent Agenda

X. Council Comments

Council Members

Councilwoman Glaize, stated Saturday (October 7, 2017) the Fall Festival was a great day to Be in Fairburn! She Thanked Mayor Avery, Ms. Payne, Dr. Parks, and City Staff. The festival was Super Fabulous. Also, today (Monday October 9, 2017) is a sad day in Fairburn, a resident; a young woman was injured due to a train accident, this is the second accident involving a train in six months. She gave a brief presentation about her trip to the National League of Cities Conference in San Diego, California. Councilmen Heath and Whitmore, also attended the same conference. They toured an affordable housing unit comprised of over 400 housing units, the area where these units are located is a vital booming area. Lastly, she was asked to be a Moderator for the Political Forum that will be held on Tuesday October 10, 2017 at St. John A.M.E., CW Glaize, respectfully declined due to her being a member of council and some council members are running for election and will be participating in the forum. She closed by saying it is my honor to serve the residents of this great city.

Councilman Pat Pallend, had no comment.

Mayor Pro-Tem Portis-Jones, gave accolades to Dr. Parks, and Ms. Payne, excitement was definitely in the air on Saturday for the Festival. She was excited about the band, vendors, and it was a great show! Thank You to everyone! She commented on the 24 year old female that was also hit by a train, "our young people are not paying attention, we have to find a way to do public education, it has only been six months since the last accident." Deputy Chief Bazdylo, along with Chief Sutherland will incorporate some safety education for citizens. She thanked Councilman Whitmore for participating in Police Community Events from active shooter class to coffee with cops.

Councilman Heath, stated the Festival was Fantastic. Thank you to Dr. Parks, Ms. Payne, the Street Department, Police and Fire Department. He referenced his trip to San Diego and statistically 10,000 people are homeless in San Diego, and this is astonishing to know that homelessness is so prevalent. Homelessness affects everyone, all races, and it is sad to know this is a major issue in this country; this was a real eye opener for him. He encouraged everyone to pray and help the homeless.

Councilman Whitmore, stated, December will be two years he has been a member of council. Through training he has broaden his horizons by being able to attend conferences and learning more. While in San Diego, he observed a free hepatitis clinic being given, for all citizens since hepatitis cases are increasing. He gave accolades to the Police Department for their week long activities during Community Policing Week. Monday September 25, 2017, the active shooter class had media coverage, and was a great success. He thanked Chief Sutherland, Deputy Chief Bazdylo and all the officers for walking around the city distributing flyers about the week's events. The dedication of the monument for Mayor Mario B. Avery Park was beautiful.

Mayor Avery, publicly Thanked so many people, the massive volunteers, sponsors, and Congressman John Lewis, who set the tone for the day! Thank you to every elected and appointed official. He Thanked Council, and Councilwoman Glaize who initially made the

motion to name the park for him. Thanks to Mayor Elect Hurst for her wonderful comments during the dedication. He would never have imagined his name on anything (except his home). He thanked all city employees, Dr. Parks, Ms. Payne, and Chief Sutherland, Deputy Chief Bazdylo, and Chief Robinson for their role in securing so many public safety units.

Mayor Edwards in South Fulton gave accolades to the City of Fairburn, "saying this is what unity looks like," "Fairburn has made a mark that will never be erased.

Information: Deputy Chief Anthony Bazdylo provided an update to Mayor and Council on the young lady struck by the train on Monday October 9, 2017, several council members referenced this accident in their comments. The young lady suffered a broken pelvis with multiple fractures, a number of serious bruises and abrasions. Deputy Chief would like to work with Operation Lifesaver-www.oli.org for preventing injuries on and around railroad tracks. Attached is a flyer that the police department will begin distributing at local schools, and community meetings.

XI. Executive Session

At 7:33 pm, motion to enter executive session for litigation was made by Councilwoman Glaize; motion, seconded, by Councilman Heath.

At 7:53 pm, motion to exit executive session for litigation was made by Councilman Whitmore; motion, seconded by Councilman Heath.

At 7:54 pm, motion to return to open meeting was made by Councilman Whitmore; motion, seconded by Councilman Heath.

Bond Presentation

Attorney Randy Turner

Attorney Randy Turner gave an update pertaining to the City's Bonds. The General Obligation (GO) Bond and the Downtown Development Authority (DDA) Bond. Councilwoman Glaize asked what the funds could be used for?. Attorney Turner stated, Building, Improvements to Building and Administrative Buildings. The revenue would be limited to facility improvements.

Councilman Glaize inquired about the City of Fairburn applying for DCA's CHIP (Community Home Investment Program) Grant, this is the first time DCA has opened the application to an MSA and she wanted feedback from Council Members about the matching funds of \$100,000 the city would need to put forth to apply for this grant. She referenced the city's GICH Program involving Blighted Areas and demolition of city owned properties. Attorney Turner, basically stated the funds would need to be used for what they are earmarked for, Mayor Pro-Tem Portis-Jones, stated the citizens of Fairburn(80%) voted for an additional fire station and she think that's what the money should be used for, and with the city authorizing the fund balance to balance the budget she wasn't comfortable authorizing the large sum of money. Councilman Heath, stated more research was needed, the city needed to go through several additional steps. The Mayor and Council decided not to proceed with the CHIP application that is due to DCA by December 1, 2017.

XII. Adjourn

With no further business of the city, motion to adjourn at 8:32 PM was made by Mayor Pro-Tem Portis-Jones; motion, seconded by Councilman Whitmore.

Respectfully Submitted:

Shana T. Moss
Interim City Clerk

Mario B. Avery
Mayor

I attest:

DRAFT

GETTING **HIT** IS NEVER FUN.

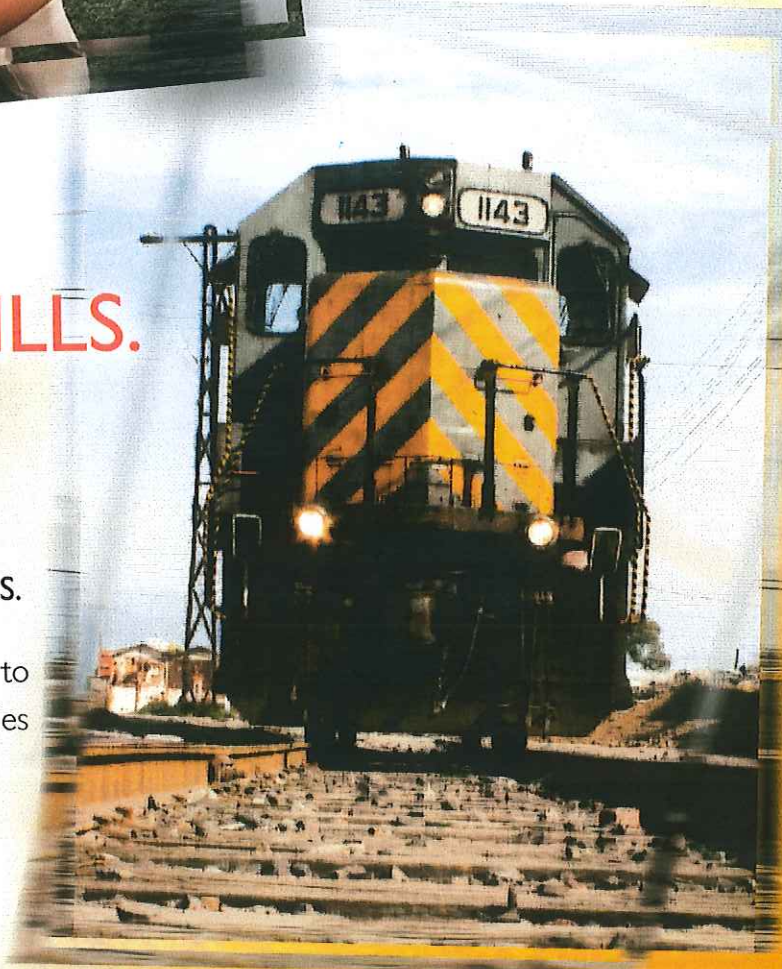


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CITY OF FAIRBURN AGENDA ITEM

SUBJECT: REPAIRS TO BOHANNON ROAD BRIDGE OVER I-85

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

Date Submitted:
10-17- 2017

Date Work Shop:
10-23-2017

Date Council Meeting:
10-23-2017

DEPARTMENT: PROPERTY MANAGEMENT/ STREETS

BUDGET IMPACT: \$22,610.00 from line item 100-4200-52-2250

PURPOSE: For Mayor and Council to award a contract to repair the southern end of the bridge on Bohannon Road that crosses over I-85 using URETEK Deep Injection Process, and method, refer to attached proposal. In order to cut cost, the city will provide traffic control during the time of these repairs. It is estimated that 3,230 pounds of URETEK 486Star will complete the project, however if the repair exceeds 3,230 pounds, the additional charge would be \$7.00/ pd and that the company will not inject any material above the total estimated pounds without the City of Fairburn prior approval.

HISTORY: The southern portion of Bohannon Road Bridge has a flawed area at the approach that appears to have come from settlement from the previous water line work made in this area over a year ago. The northern portion of the bridge was recently milled and repaved as part of the Bohannon Road improvement project. The company URETEK USA, Inc. have been used on a couple of our bridges in the city such as Oakley Industrial, and Creekwood, both bridges are holding up well.

RECOMMENDED ACTION: Staff recommends Council to approve this estimate for this repair at \$22,610.00 proposed by: URETEK USA, Inc. located at 482 Hannah Road Newnan, GA 30263

Stephen Hood, Interim City Administrator

Mario Avery, Mayor



City of Fairburn
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN AGENDA ITEM FACT SHEET

To: City Administrator, Mayor, and Council

From: Harvey Stokes, Director of Building and Property Management

Date: October 17, 2017

Re: Facts Sheet for REPAIRS TO BOHANNON ROAD BRIDGE OVER I-85

Who:

Property Management/Streets is requesting the funds be approved to address the defective area on the southern end of the bridge.

What:

For Mayor and Council to approve the work proposed by URETEK USA, Inc. to correct the deficiencies of the southern end approach to the bridge, utilizing their methods used in the past on a couple of our bridges within the city.

Why:

The failure of this area appears to be the results of the waterline improvements made in this area over a year ago, the pipe bedding for this project appears to have settled. My plans were to delay this repair until the SPLOST projects got underway, however I'm afraid if we don't address it sooner than later we could have a complete failure that could affect transportation on Bohannon as well as I-85 heading northbound.

When:

If approved the repairs would start immediately.

Where:

The location of the bridge is on Bohannon Rd. just before the Oakley Industrial Blvd. intersection over I-85 (see attachment #2 with proposal for photos)



The URETEK Method™
Deep Injection™

August 21, 2017

Mr. Lester Thompson, MPA
City of Fairburn
56 Malone Street
Fairburn, GA 30213

RE: Proposal for Bohannon Road – Bridge Repair

Dear Mr. Thompson:

URETEK USA, Inc. (URETEK) proposes to void-fill, stabilize and densify the soils, and lift the subsided South end of the bridge approach slab located on Bohannon Road, Fairburn, GA, as illustrated in the attached drawings (ATTACHMENT #1), using the patented **URETEK Deep Injection Process®** and **The URETEK Method™**. The injection elevations indicated in the attached drawing are typical injection elevations for a repair of this type. Initially, in our repair process, Dynamic Cone Penetrometer (DCP) tests will be performed. Based upon the results of the DCP tests, our injection elevations may be adjusted to elevations that would provide the optimum bearing load capacity of the subgrade soils. Our repairs will be performed utilizing the patented, high-density, hydro-insensitive polyurethane structural polymer, URETEK 486Star. URETEK will provide all supervision, labor, materials, supplies, insurance, tools, and equipment necessary to complete the repair. Traffic control will be provided by the City of Fairburn.

All work under this proposal shall be performed under and subject to the attached Specifications (EXHIBIT I) under the attached Terms and Conditions (EXHIBIT II). Any Contract or Purchase Order covering work performed from this proposal shall include and reference said Specifications and Terms and Conditions.

Since it is not possible to accurately verify the size and extent of all possible voids and soil conditions in the project area, all work will be performed and invoiced under the unit-price method. However, based on my observations of the project areas, I would estimate the cost to fill voids, stabilize and densify the soils, and lift the subsided areas to be \$22,610.00. The estimated cost is based upon 3,230 pounds of URETEK 486Star being required to complete the repair. If less than the estimated 3,230 pounds of URETEK 486Star is required to complete the repair you will only be invoiced for the amount of material actually injected at \$7.00 per pound. Due to unknown conditions, should any additional URETEK 486Star be required to complete this repair, it would be invoiced at \$7.00 per pound. We will not inject any material above the total estimated pounds without your prior approval. In the event the City of Fairburn would request that traffic control be provided by URETEK, we will provide for \$2,000.00 per day.



URETEK USA, Inc.
482 Hannah Road
Newnan, GA 30263

(404) 310-2508
Fax (630) 839-0761
www.uretekusa.com

Controlling Concrete Lifting & Soil Stabilization

Mr. Lester Thompson, MPA
August 21, 2017
Page Two

The contract, purchase order, or change orders should be made to:

URETEK USA, Inc.
P.O. Box 1929
Tomball, TX 77377

ATTN: Robert D. Emfinger

We look forward to working with you on this project. Should you have any questions or need any additional information, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert D. Emfinger", written in a cursive style.

Robert D. Emfinger

Attachments (4)

Controlling Concrete Lifting & Soil Stabilization

EXHIBIT I

UNDERSEALING WITH POLYURETHANE MATERIAL SOIL DENSIFICATION WITH POLYURETHANE MATERIAL

1.0 Description. This work shall consist of raising, filling voids, undersealing, or densification of base soils under built structures by furnishing, hauling and injecting polyurethane material under built structures or into the base soils at locations shown on the attached drawing (ATTACHMENT #1).

2.0 Material.

2.1 The material for raising and undersealing pavements shall be a water blown, closed cell, high density polyurethane system with the following physical characteristics and properties:

Technical Property	Requirement
Density, min., per ASTM D1622 (air rise)	3.69 lbs / ft ³
Compressive strength, min., per ASTM D 1621	60 psi
Density, max., per ASTM D1622 (air rise)	4.2 lbs / ft ³
Curing Rate	90 percent of compressive strength within 15 minutes after injection

2.2 The material used for raising and/or undersealing concrete slabs shall be a high-density polyurethane material, such as URETEK 486 Star or equivalent. The material shall be a polyurethane-forming mixture, having a water insoluble diluent, that permits the formation of polyurethanes in excess water. The presence of these water insoluble diluents provides polyurethane foam with improved dimensional stability properties. This formula and these characteristics must be certified by the manufacturer.

2.3 The material shall have a warranty against shrinkage and deterioration for a period of ten years. During the warranty period, the manufacturer shall replace by injection any failed material at the manufacturer's expense.

2.4 All stored polyurethane material shall be sealed and protected from contamination of dust or any foreign material.

3.0 Contractor Pre-Qualification Requirements.

3.1 The contractor shall have a minimum of three years of experience in performing this type of work and a minimum of 50 projects on which the contractor has successfully done this type of work.

Controlling Concrete Lifting & Soil Stabilization

4.0 Equipment Requirements. The contractor shall provide at minimum, the following equipment:

- (a) A vehicle-mounted pumping unit capable of injecting the high density polyurethane material into the supporting beneath the built structures. The pumping unit shall be equipped with a dial gauge in increments of 1/10 pound (45 g) and shall be capable of controlling the rate of flow of material as well as the rate of rise of the pavement.
- (b) Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
- (c) Pneumatic or electric drills capable of efficiently drilling 9/16 to 3/4-inch (14-19 mm) diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
- (d) Laser levels or dial indicator devices capable of monitoring and verifying that the pavement is raised to an even plane and to the required elevation.
- (e) All necessary electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.
- (f) A dynamic cone penetrometer test unit capable of measuring the resistance of the soil to depths of 30 feet.

5.0 Construction Requirements.

- 5.1 At locations where the structure is to be raised or stabilized, a series of 5/8" to 3/4" diameter holes shall be drilled through the surface structure and underlying base at the appropriate locations and depths as determined by the contractor.
- 5.2 The polyurethane material shall be injected through the drilled holes until all known or encountered voids under the structure work area are filled. The rate and amount of material injection shall be determined by the contractor.
- 5.3 Injection nozzles shall prevent leakage during injection and shall be removed at completion of the injection or driven into the injection hole to a minimum of 3/4 inches below the surface. Any excessive material on the pavement surface shall be removed from the area and the holes shall be sealed with polyurethane material or a non-expansive cementitious grout approved by the engineer.
- 5.4 All drill tailings, excess polyurethane material and other debris shall be cleaned up and removed at the end of each working day. All removed material shall be disposed of in an environmentally acceptable manner in accordance with all federal, state and local regulations.

Controlling Concrete Lifting & Soil Stabilization

- 5.5 For soil densification and compaction of unconsolidated base soils, a series of 14 mm up to 35 mm holes (as required for tube placement) shall be drilled at approximately 3-4 foot spaced intervals through the work area above the area requiring soil remediation. The exact location, spacing, hole size and depth shall be determined by the contractor.
- 5.6 The Polyurethane material shall be injected through injection tubes inserted into the drilled holes to the proper depth or depths as determined by on-site soils analysis, or dynamic cone penetrometer testing. The rate and amount of material injected shall be determined by the contractor.
- 5.7 Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the contractor during injection to determine sufficient material usage and soils densification as indicated by surface movement of 1-2 mm.
- 6.0 **Method of Measurement.** Polyurethane material will be measured to the nearest tenth of a pound.
- 7.0 **Basis of Payment.** The quantities of polyurethane material injected beneath the structure will be paid for at the contract unit price.

EXHIBIT II

TERMS AND CONDITIONS

The Customer understands that the patented URETEK process involves drilling 5/8" holes through the surface, installation of injection tubes, and the injection of URETEK synthetic resins, which expand to fill voids and realign structures and slabs.

URETEK carries workman's compensation and limited general liability insurance.

URETEK will not be responsible for or repair damage to utilities, including but not limited to, electrical or telephone cabling, drain, fire sprinkler, sewer and/or water lines. URETEK will not be held liable for any damage to other parts of the structure or finish work within the work area, which may result from void filling or structure realignment and will not repair such damage.

Area of work will be left free from trash and debris related to the work of URETEK crews.

URETEK makes no representations and will not be responsible for any damage to the repair area caused by ground subsidence or settlement of native soils, subsoil conditions, structural problems, dynamic or static loads much higher than the design loads at the time of the URETEK intervention, damages caused by excavations, product tampering, natural catastrophes (storms, floods, drought, tides, earthquakes, explosions, fire, etc.).

URETEK warrants that the materials injected will not shrink or deteriorate for a period of ten (10) years from the date of injection. During the warranty period, URETEK will replace, by re-injection, any material that fails to perform as warranted. This limited warranty supersedes any other warranties, expressed or implied.

Where bonding is required, the Warranty in the Contract will be as follows:
URETEK warrants to the Owner that: (1) materials and labor under this Contract are guaranteed for a period of one year from the date of final acceptance; (2) materials furnished under this Contract will be new and of good quality; (3) the Work will be free from defects not inherent in the quality required.

This proposal is subject to State and local sales and use taxes, as applicable, unless client provides acceptable exemption certification.

Customer will provide --

- Adequate access to the work sites.
- Any necessary authorizations or permits.
- Traffic control during work shifts.
- Customer or representative on site during the time work is taking place.

Payment Due Within 30 Days From Completion of Project.

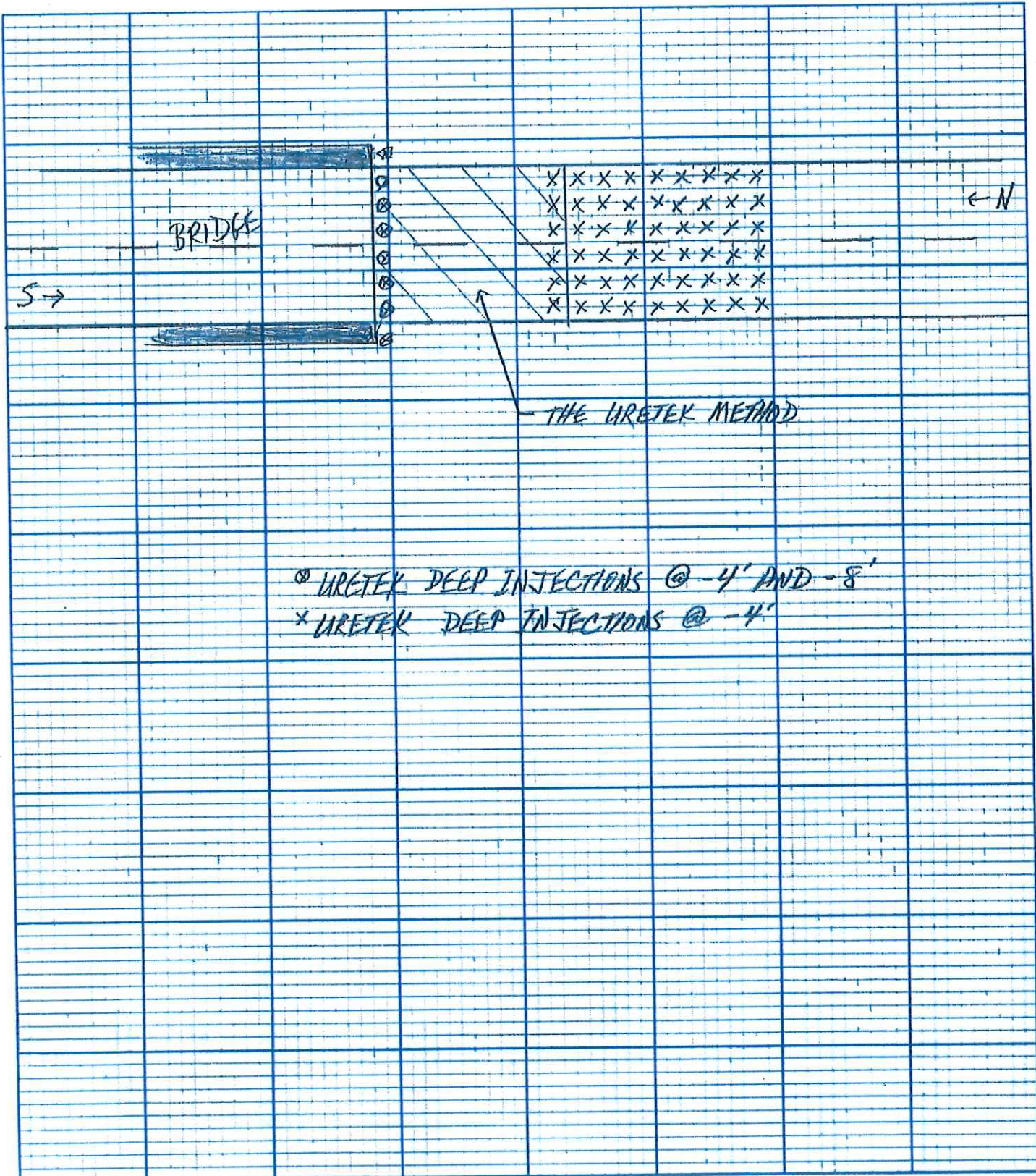
Controlling Concrete Lifting & Soil Stabilization



Client: CITY OF FAIRBURN
Location: SOUTH END OF BRIDGE
BOHANNON ROAD
By: R. ENFINGER Date: 8/21/17

Title: BRIDGE APPROACH
1" = 20'
Scale
0 20' 40'

Notes: P 1/2
33.538595/-84.591305



City of Fairburn
South End of Bridge Repair
Bohannon Road
Fairburn, GA

<u>Description</u>	<u>Number of Injections</u>	<u>URETEK 486 / Injection(Lbs.)</u>	<u>Estimated URETEK 486(Lbs.)</u>
<u>Bridge Approach Slab -</u>			
URETEK DI @ -4'	62	25	1,550
URETEK DI @ -8'	8	35	280
The URETEK Method			<u>1,400</u>
Total Estimated URETEK 486			3,230
	@ Cost per Lb		<u>\$ 7.00</u>
Estimated Cost of Repair			<u><u>\$ 22,610.00</u></u>

City of Fairburn
South End of Bridge
5000 Bohannon Road
Fairburn, Georgia

ATTACHMENT #2



City of Fairburn
South End of Bridge

33.538595 / -84.591305
Bohannon Road



Google Earth

feet 100
meters 30





**CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM**

SUBJECT: ECG Year End Settlement

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

Date Submitted: 10/2/17 Date Work Shop: 10/9/17 Date Council Meeting: 10/9/17

DEPARTMENT: Electric

BUDGET IMPACT:

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to direct Electric Cities of Georgia to distribute the City's year-end settlement of \$3651.45 to the City's Education, Training & Development Fund.

HISTORY:

FACTS AND ISSUES:

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Staff recommends Mayor and Council to direct Electric Cities of Georgia to distribute the City's year-end settlement of \$3651.45 to the City's Education, Training & Development Fund.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

**ECG – Year-End Settlement (YES) Form
Fiscal Year 2017 (FY17)**

The FY17 Year-End Settlement refund from Electric Cities of Georgia (ECG) applicable to the City of Fairburn is \$3,651.45.

Please complete the following form with respect to the distribution of the above refund. You may allocate all of your refund to one of the options or split the funds between the two options by indicating a dollar amount or percentage split. This election form is to be completed by your authorized official.

We hereby direct that the following amount of funds available from the FY17 Year-End Settlement for Electric Cities of Georgia be distributed as follows:

A. EDUCATION, TRAINING & DEVELOPMENT FUND*	<u>100</u> %	\$ _____
B. REFUNDED VIA CHECK	_____ %	\$ _____
C. TOTAL REFUND		\$ _____

By: _____
Mayor -or- City Clerk

Date: _____

Printed Name

* These funds are specific to your utility and may be used for future training courses provided by ECG.

Please return the form via mail, fax or e-mail scan based on the information below at your earliest convenience and no later than **November 15, 2017**. As a default, ECG will issue your refund via check for forms not received by the deadline.

Mail:

Electric Cities of Georgia
Attention: Sallie Coleman
1470 Riveredge Parkway NW
Atlanta, Georgia 30328

Fax:

678.202.3110

E-mail:

scoleman@ecoga.org



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: WILDLIFE MITIGATION AGREEMENT

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

Date Submitted: 10/10/17 Date Work Shop: 10/23/17 Date Council Meeting: 10/23/17

DEPARTMENT: STORMWATER

BUDGET IMPACT: \$12,000

PUBLIC HEARING: () YES (☒) NO

PURPOSE: For Mayor and Council enter into an agreement with Zack's Pest-A-Saurus Rex, LLC of Newnan, the most responsive bidder, to provide wildlife inspection and mitigation services for the creek in St. John's Crossing for \$1,000/month.

HISTORY:

FACTS AND ISSUES: Services will include twice monthly inspections, trapping and removal of beavers should they return, notifying homeowners and posting signs when trapping is taking place and destruction of dams that impair the flow of the stream.

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Approve an agreement with Zack's Pest-A-Saurus Rex, LLC to provide wildlife inspection and mitigation services for the creek in St. John's Crossing

Stephen Hood, Interim City Administrator

Mario Avery, Mayor



Zack's
Pest-A-Saurus Rex, LLC
"Putting your pest to extinction"
678-633-0903

Service Information:

Name: **Tom Ridgway**

Address: **102 Howell Ave**

City: **Fairburn** State: **Ga**

Phone: **678-895-7360**

Email: **tridgway@fairburn.com**

Company:

Name:

Address:

City:

Phone:

Billing Information:

Name:

Address:

City:

Phone:

<input type="checkbox"/>	Green Pest: (Covers) roaches, household ants, silverfish, spiders, earwigs centipedes, millipedes, scorpions
<input type="checkbox"/>	Traditional: (Covers) roaches, household ants, silverfish, spiders, earwigs centipedes, millipedes, scorpions
<input type="checkbox"/>	Traditional outside only : (Covers) roaches, household ants, silverfish, spiders, earwigs centipedes, millipedes, scorpions for the exterior only
<input type="checkbox"/>	Mosquito: (Covers) mosquito outdoors only
<input type="checkbox"/>	One Time only: (covers) _____ only one time treatment/service
<input type="checkbox"/>	Fire Ants: (covers) Only exterior fire ants
<input checked="" type="checkbox"/>	Additional Services: Beaver Trapping/Dam Destruction/Monitoring of Activity

General Location of treatment needed:

Trapping beavers and removing them from swamp. Removal of dams. Monitoring swamp
Twice a month until beavers return then traps will be placed and checked on a daily bases until
beavers are caught. Home owners around swamp will be notified when trapping is taking place
And signs will be installed around swamp that state: Notice Trapping is taking place in this area.

Additional Service Fees: \$ _____ Service Occurrence: \$ _____ Weekly \$1000 Monthly \$ _____ Quarterly

Initial Investment: \$ _____

One-Time Fee: \$ _____ Due Upon Completion: ☒ Yes No Other _____

Total Balance of: \$ **12000** Method of Payment: Cash Check # _____

Purchaser (owner, buyer, authorized person): _____ Date: _____

Pest-A-Saurus Rex Representative: **Zack Whitaker** Date: **09/22/17**

Pest-A-Saurus Rex Address: **570 Walt Carmichael Road Newnan, GA 30263**

A pest prevention program starts with the inspection of the customers home or facility, an identification of the pests and recommendation on how to treat for the pest and method used. The first treatment will target the the main pest and no additional treatment for the inside is needed. Pest-A-Saurus Rex, LLC will provide the service occurrence as listed above to make sure pest wont return. Callbacks will not have an additional cost for Green pest, traditional pest, fire ant or mosquito if needed with reasonable cause. Callbacks for traditional outside only will have additional fees listed in the contract if needed. If pests not specified on this contract need to be treated additional charges will apply. This contract covers only the pest in the program listed above of which program the customer selects. It is agreed that the premises shall be made available for inspection & treatment by Pest-A-Saurus Rex, LLC as often as necessary to control the pests that are specified in this contract above for the time of this contract. This contract does not guarantee against present or future pest damage to the home, facility, building or contents and does not provide repairs or compensation. The materials used in the pest management services shall conform to federal, state and local ordinances and laws. The customer shall extend all necessary cooperation to get effective results from pest services, such as availability of premises, sanitation, corrective maintenance, and proper preparation for services to be done. Whenever conditions conducive to breeding and harborage of pest cover by this contract are reported to the customer in writing by Pest-A-Saurus Rex, LLC the client will take necessary action to correct such conditions. These conditions may include but not limited to: unsecured presence of pest food sources, moisture conditions, water leaks, unsealed entry points, clogged gutters, overgrown vegetation or tree limbs in contact with structure or with stucco and rigid foam board below grade. Customers signature agrees to: Financial responsibility, ability and willingness to pay Pest-A-Saurus Rex, LLC within terms of net thirty (30) days after date of invoice; agree to pay a finance charge of 1.5% per month or 18% per year on all past due amounts older than thirty (30) days; agree to pay all costs of collecting, including any and all attorney's fees. Certain pest infestations may require additional treatments or procedures beyond this contract to achieve control. The cost of these specialized services will depend on the pest involved and the specific treatment procedures needed. The terms of this agreement are noted on the top of this contract and will renew automatically unless they are modified by mutual consent or terminated by either party with a thirty (30) day written notice. All equipment, unless sold outright to the customer, will remain the property of Pest-A-Saurus Rex, LLC. Unless otherwise stated above. Pest-A-Saurus Rex, LLC will provide all services as scheduled in this contract. The Georgia structural pest control act requires all pest control companies to maintain insurance coverage. Information about this coverage is available from this pest control company. Pest-A-Saurus Rex, LLC liability shall be terminated from fulfilling its duties as a company if under the terms of this contract by reasons of acts of war, whether declared or undeclared, acts of god, or natural disasters. Pest-A-Saurus Rex, LLC is not liable for illness, disease or injury caused by interaction with, bite or sting obtained by any pest to human or pet. Pest-A-Saurus Rex, LLC shall have no liability in the event that anyone (including pets) entering the premises experience sensitivity to pests, rodents, pest droppings, or rodent droppings, or pest control products/pesticides used. Pest-A-Saurus Rex, LLC applies all products according to manufacturers specifications; however, if anyone (including pets) entering the premises is sensitive to product(s) applied or product(s) odors, Pest-A-Saurus Rex, LLC shall have no liability for side effects caused by product(s). If specified pests return that were originally treated by a one time pest service, additional treatment charges will apply. One time pest service may provide temporary reduction in specified pests, no long term results are guaranteed and no warranty of service is provided. Mosquitoes service is provided what Pest-A-Saurus Rex, LLC agreed to above location. This mosquito agreement remains in forced for the time listed above and will automatically renew during mosquito season, March - October, unless it is modified by mutual consent or terminated by either party with a (30) day notice in writing. For mosquito service the premises shall be made available for inspection and treatment by Pest-A-Saurus Rex, LLC as often as needed to reduce mosquitoes for the time of this agreement. Warning: after mosquito product is applied, keep children and pets away from treated area for one hour or until dry. Pest-A-Saurus Rex, LLC shall have no liability in the event that anyone (including pets) entering the premises contracts any mosquito related diseases. Pest-A-Saurus Rex, LLC shall have no liability if any over drift spray enters any other premises from acts of god from wind during pest control services

Notice: The Purchaser, may cancel this transaction, in writing, any time prior to midnight on the third business day after the date of this transaction.



Xceptional Wildlife Removal Inc.
35 Smokehouse Dr
Fredericksburg, VA 22406
E-mail: info@xceptionalwildlife.com

Estimate
9/28/2017

Service Information

Tom Ridgeway
106 Howell Ave
Fairburn, GA 30213-1660
Contact: Tom Ridgeway
Phone: (770) 964-2244 313
E-mail: tridgway@fairburn.com

Billing Information

Tom Ridgeway
106 Howell Ave
Fairburn, GA 30213-1660

Job Name

Ridgeway, Tom - 206756

Job Type

Estimate

Invoice #

6183092817

Scheduled

09/28/2017

Start

5:00 PM

End

6:00 PM

Item

Description

Quantity

Rate

Amount

0004 Trapping Services Initial trapping session to remove any beavers present. And first of 4 quarterly inspections.
0005 Recurring Services:Quarterly Service Checking the beaver traps quarterly.

1.0000

\$850.0000

\$850.00

3.0000

\$325.0000

\$975.00

Job Subtotal: \$1,825.00

Non-Taxable: \$0.00

Total Due: \$1,825.00

Job Notes and Instructions:

Jonathan.Evans - Jonathan Evans - Sep 28, 2017 3:23 PM

We will do a quarterly inspection service, in which we inspect the property for signs of recent beaver activity 4 times a year, we will set out traps at any given time that they are needed, and will come out in between inspections when necessary. If further information is needed please feel free to call me at 470-336-8700.

Jonathan.Evans - Jonathan Evans - Sep 25, 2017 10:24 AM

Job is on crosswinds walk in Fairburn

Jonathan.Evans - Jonathan Evans - Sep 25, 2017 10:13 AM

Upon inspection I found signs of beaver activity along the stream, especially behind lot 1780 as you had indicated, but I didn't find any tracks or recent signs. Judging on the habitat I would say that the monitoring program would be necessary, and an initial trapping session would be recommended. I will get you an official proposal before the end of the week. Until then, if you have any questions feel free to call me at 470-336-8700.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH UNION CITY TO CONSTRUCT THE GATEWAY PROJECT.

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

Submitted: 10/16/2017 Work Session: 10/23/2017 Council Meeting: 10/23/2017

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of this amendment is \$53,146.64

PUBLIC HEARING? () Yes (☒) No

PURPOSE: For Mayor and Council to approve the First Amendment to the Intergovernmental Agreement between the City of Fairburn and the City of Union City to construct Transportation Enhancement (TE) project Union City Pedestrian System with the Georgia Department of Transportation (GDOT) Project Number CSTEE-0009-00(060), PI 0009060, also known as the Gateway Project.

HISTORY: In June of 2014 the City of Fairburn entered into an Intergovernmental Agreement (IGA) with the City of Union City to construct a Transportation Enhancement Project (Union City Pedestrian System) with gateway features at the intersection of Highway 29 and Highway 138. Both Cities felt that it was the mutual interest of both parties to enter into the agreement for the purpose of regional transportation improvements which would beautify and provide transportation enhancement amenities to both Cities. The project consists of adding concrete sidewalk, curb and gutter, pedestrian plazas, seat walls, gateway signage, landscaping, signal upgrades, signing and marking, as well as bus pull out lanes. The City of Union City will contract with a Contractor to construct the project. The City of Fairburn is responsible for all construction costs necessary to construct the project inside of the City of Fairburn's city boundary. The City of Fairburn's estimated cost for construction at the time of the agreement was \$50,890.31.

FACTS AND ISSUES: Construction costs have increased significantly since the agreement commenced in 2014. As such, an amendment to the agreement is required to capture these increases. The City of Fairburn's revised total estimated cost for construction is \$104,036.95. Said payment to Union City shall be due within 30 days after final completion of the construction.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council approve the First Amendment to the IGA with Union City as presented.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



City of Fairburn
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: City Engineer

Date: October 16, 2017

Re: Facts Sheet for the Approval of the First Amendment of the Intergovernmental Agreement with Union City to construct the "Gateway Project".

Who:

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

What:

For Mayor and Council to approve the First Amendment to the Intergovernmental Agreement (IGA) between the City of Fairburn and the City of Union City to construct Transportation Enhancement (TE) project Union City Pedestrian System with the Georgia Department of Transportation (GDOT) Project Number CSTEE-0009-00(060), PI 0009060, also known as the Gateway Project.

Why:

In June of 2014 the City of Fairburn entered into an Intergovernmental Agreement (IGA) with the City of Union City to construct a Transportation Enhancement Project (Union City Pedestrian System) with gateway features at the intersection of Highway 29 and Highway 138. Both Cities felt that it was the mutual interest of both parties to enter into the agreement for the purpose of regional transportation improvements which would beautify and provide transportation enhancement amenities to both Cities. The project consists of adding concrete sidewalk, curb and gutter, pedestrian plazas, seat walls, gateway signage, landscaping, signal upgrades, signing and marking, as well as bus pull out lanes. The City of Union City will contract with a Contractor to construct the project. The City of Fairburn is responsible for all construction costs necessary to construct the project inside of the City of Fairburn's city boundary. The City of Fairburn's estimated cost for construction at the time of the agreement was \$50,890.31.

Construction costs have increased significantly since the agreement commenced in 2014. As such, an amendment to the agreement is required to capture these increases. The City of Fairburn's revised total estimated cost for construction is \$104,036.95.

When:

It is anticipated that the successful Contractor will be issued the Notice to Proceed (NTP) with Construction within the next thirty (30) days. The Contractor will have One Hundred and Eighty

(180) Days from the NTP to complete the project. Payment to Union City shall be due within 30 days after final completion of the construction.

Where:

This work will take place at the intersection of Highway 29 and Highway 138.

How:

Staff recommends that Mayor and Council approve the First Amendment of the Intergovernmental Agreement with Union City to construct the "Gateway Project".

STATE OF GEORGIA

COUNTY OF FULTON

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

**Union City Pedestrian System
Project Number CSTEE-0009-00 (060), PI 0009060**

This First Amendment to Intergovernmental Agreement made by and between the city of Fairburn, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Fairburn"), and the city of Union City, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Union City"), each of which has been duly authorized to enter this First Amendment to Intergovernmental Agreement (hereinafter referred to as the "First Amendment").

WITNESSETH:

WHEREAS, Union City and Fairburn previously entered into an intergovernmental agreement on or about June 17, 2014 for the performance of Project Number CSTEE-0009-00 (060), PI 0009060 Transportation Enhancement (TE) project (hereinafter referred to as the "Project") with the Georgia Department of Transportation (GDOT) (hereinafter referred to as the "Intergovernmental Agreement"); and

WHEREAS, construction costs for the Project have increased substantially subsequent to the approval of the Intergovernmental Agreement; and

WHEREAS, Union City and Fairburn desire to update the Intergovernmental Agreement to provide a better cost estimate for the responsibilities of both Union City and Fairburn to construct the Project; and

WHEREAS, updating the construction costs for the Project which thereby itemizing the responsibility of Union City and Fairburn for that portion of the Project within their respective jurisdictions, respectively, requires a written amendment to the Intergovernmental Agreement; and

WHEREAS, this First Amendment is recognized by the parties as being the type of written amendment necessary to amend the Intergovernmental Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Exhibit "B" of the Intergovernmental Agreement contains construction costs that, while accurate in 2014, are obsolete with respect to current construction costs for the Project.

Exhibit "B" of the Intergovernmental Agreement shall be and is hereby deleted in its entirety and a new Exhibit "B" shall be and is hereby enacted in lieu thereof with said Exhibit "B" to be attached to this First Amendment and by this reference being incorporated herein.

2. Paragraph 5 of the Intergovernmental Agreement shall be deleted in its entirety and a new Paragraph 5 shall be enacted in lieu thereof to read as follows:
 5. Construction Costs – Union City will contract with a contractor to construct the Project. Fairburn will be responsible for all construction costs necessary to construct the Project inside of the City of Fairburn's city boundary. Fairburn's total estimated cost for construction is **\$104,036.95**. Said payment to Union City shall be due within 30 days after final completion of the construction. Please reference Exhibit "B" for the itemized breakdown of estimated construction costs.
3. Entire Agreement – This First Amendment coupled with the Intergovernmental Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this First Amendment and Intergovernmental Agreement that are not contained in these documents. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This First Amendment and the Intergovernmental Agreement are for the benefit of the parties hereto only and are not intended to benefit any third party, and no provisions contained within this First Amendment or the Intergovernmental Agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this First Amendment or the Intergovernmental Agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either Fairburn or to the Union City by the Constitution and laws of the State of Georgia.
4. Severability – If any section of this First Amendment is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this First Amendment, which shall continue in full force and effect.
14. Counterparts – This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 2017.

MAYOR AND COUNCIL FOR THE
CITY OF UNION CITY, GEORGIA

(SEAL)

By: _____
VINCE R. WILLIAMS, Mayor

ATTEST:

Shandrella Jewett, City Clerk

Approved as to Content:

Approved as to Form:

Director, Public Services Department

City Attorney

MAYOR AND COUNCIL FOR THE
CITY OF FAIRBURN, GEORGIA

(SEAL)

By: _____
MARIO AVERY, Mayor

ATTEST:

Shanna Moss, Interim City Clerk

Approved as to Content:

Approved as to Form:

City Engineer

City Attorney

(STATE OF GEORGIA)

(COUNTY OF FULTON)

2014.31

INTERGOVERNMENTAL AGREEMENT

Union City Pedestrian System Project Number CSTEE-0009-00(060), PI 0009060

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "City of Fairburn") and City of Union City, Georgia, a subdivision of the State of Georgia (hereinafter referred to as "Union City"), each of whom has been duly authorized to enter this agreement,

WITNESSETH:

WHEREAS, the City of Union City is working as the project sponsor on Project Number CSTEE-0009-00(060), PI 0009060 Transportation Enhancement (TE) project with the Georgia Department of Transportation (GDOT); and

WHEREAS, the GDOT has awarded a Federal grant to the City of Union City for the purpose to design and construct the above project; and

WHEREAS, the City of Union City and the City of Fairburn will be responsible for a 20% match of local funding in relation to the 80% GDOT share towards the construction cost of the project; and where both Cities will be responsible for 100% of all other costs associated with the project development for design, ROW, and utility relocation, if necessary; and

WHEREAS, the City of Union City wishes to coordinate in the planning, design and construction for the intersection of US Route 29/ SR 14 and SR 138 under the above mentioned project which is partially inside of Union City and partially inside of the City of Fairburn; and

WHEREAS, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement which will beautify and provide transportation enhancement amenities to both Cities; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project consists of adding concrete sidewalk, curb and gutter, pedestrian plaza, seat wall, gateway signage, landscaping, signal upgrades, signing and marking, as well as bus pull out lanes.
2. Design Costs - The City of Union City has contracted with a design consultant firm to prepare construction plans for the project. The City of Fairburn shall be responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of Fairburn's city boundary. The City of Fairburn total estimated cost for design is \$31,637.50. Said payment to Union City shall be due 30 days after the construction bid opportunity is announced. Please reference Exhibit "A" for the itemized breakdown of design costs.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. Union City shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within Union City. There are no anticipated ROW costs at this time.

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TE Project

4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of Union City shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.
5. Construction Cost - The City of Union City will contract with a contractor to construct the project. The City of Fairburn shall be responsible for all construction costs necessary to construct the project inside of the City of Fairburn's city boundary. The City of Fairburn's total estimated cost for construction is \$50,890.31. Said payment to Union City shall be due within 30 days after final completion of the construction. Please reference Exhibit "B" for the itemized breakdown of estimated construction cost.
6. Funding - In consideration of and with respect to funding to be provided by the City of Fairburn, the City of Union City agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Union City shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of Fairburn for this project.
7. Notices - All notices pursuant to this agreement shall be served as follows:

As to City of Union City, Georgia:

Mayor
5047 Union Street
Union City, Georgia 30291

As to City of Fairburn, Georgia:

Mayor
56 Malone St., SW
Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either 5 years from that date or at such time as the design and construction of the TE project has been completed and fulfilled. The estimated let date for this project is August 1, 2015.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TB Project

way waive immunities or protections provided to either City of Fairburn or to the City of Union City by the Constitution and laws of the State of Georgia.

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This 17 day of June, 2014

ATTEST: Brenda B. James
Brenda James
City Clerk

By: M. B. Avery
Mario B. Avery, Mayor
City of Fairburn

APPROVED AS TO CONTENT:

[Signature]
City Engineer

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST: [Signature]
(Seal)
Clerk to the Commission

By: [Signature]
Vince Williams, Mayor
City of Union City

APPROVED AS TO CONTENT:

[Signature]
Director, Public Services Department

APPROVED AS TO FORM:

[Signature]
Office of City Attorney

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TE Project

EXHIBIT "A" DESIGN COST

Category	Budget	% Complete	Billed	Remaining	Fairburn
Environmental Documentation					
Task B - Re-evaluation	\$5,000.00	0%	\$0.00	\$5,000.00	\$2,500.00
US 29 - Roosevelt Hwy					
Task D - R/W & Easement Staking	\$1,500.00	0%	\$0.00	\$1,500.00	\$750.00
Task K - Misc Services (Unspent Allocation both segments of US 29)	\$10,525.00	0%	\$0.00	\$10,525.00	\$5,262.50
Task L - Concept Revision	\$3,500.00	0%	\$0.00	\$3,500.00	\$1,750.00
Task M - Field Run Route Survey	\$5,000.00	0%	\$0.00	\$5,000.00	\$5,000.00
Task N - Landscape Plan	\$3,000.00	0%	\$0.00	\$3,000.00	\$1,500.00
Task O - Preliminary Design & ROW Plans	\$7,500.00	0%	\$0.00	\$7,500.00	\$3,750.00
Task P - MS4 Permit and Design	\$10,000.00	0%	\$0.00	\$10,000.00	\$5,000.00
Task Q - Traffic Signal Modification	\$3,500.00	0%	\$0.00	\$3,500.00	\$1,750.00
Task R - Utility & MARTA Coordination	\$1,250.00	0%	\$0.00	\$1,250.00	\$625.00
Task S - Final Design	\$7,500.00	0%	\$0.00	\$7,500.00	\$3,750.00

**Total for
Design**

\$31,637.50

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TE Project

EXHIBIT "B" CONSTRUCTION COST

US 29 @ SR 138 Fairburn Plaza Northwest Corner					
	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ROADWAY					
	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
	GRADING COMPLETE	1	LS	\$ 20,000.00	\$ 20,000.00
	CONC SIDEWALK, 4 IN	33	SY	\$ 30.71	\$ 1,013.43
	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	180	LF	\$ 11.43	\$ 2,057.40
	PEDESTRIAN PLAZA -- CONCRETE PAVERS	1000	SF	\$ 31.33	\$ 31,330.00
	SEAT WALL	60	LF	\$ 150.00	\$ 9,000.00
	WELCOME SIGN	1	EA	\$ 5,000.00	\$ 5,000.00
	MILL ASPH CONC PVMT, VARIABLE DEPTH	100	SY	\$ 2.15	\$ 215.00
	GR AGGR BASE CRS, INCL MATL	25	TN	\$ 17.11	\$ 427.75
	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	90	TN	\$ 67.00	\$ 6,030.00
	3 IN RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	60	TN	\$ 63.66	\$ 3,819.60
	CLASS B CONC, BASE OR PVMT WIDENING	16	CY	\$ 207.59	\$ 3,321.44
LANDSCAPING					
	Plaza Landscaping Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
	Hardwood Tree (Red Maple)	19	EA	\$ 500.00	\$ 9,500.00
	Ornamental Tree (Dogwood)	30	EA	\$ 300.00	\$ 9,000.00
EROSION CONTROL					
	PROJECT EROSION CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
SIGNING AND MARKING					
	TRAFFIC SIGNAL MODIFICATION	1	LS	\$ 10,000.00	\$ 10,000.00
	DECORATIVE CROSSWALK MARKING	760	SF	\$ 12.00	\$ 9,120.00
	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	190	LF	\$ 1.97	\$ 374.30
	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	72	LF	\$ 45.00	\$ 3,240.00
PROJECT SUBTOTAL				\$	135,948.92

Fairburn 20% match = \$27,189.78

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TE Project

US 29 @ SR 138 Fairburn Plaza Southwest Corner					
	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ROADWAY					
	TRAFFIC CONTROL	1	LS	\$ 5,000.00	\$ 5,000.00
	GRADING COMPLETE	1	LS	\$ 20,000.00	\$ 20,000.00
	CONC SIDEWALK, 4 IN	83	SY	\$ 30.71	\$ 2,548.93
	CONC CURB & GUTTER, 6 IN X 30 IN, TP 2	180	LF	\$ 11.43	\$ 2,057.40
	PEDESTRIAN PLAZA – CONCRETE PAVERS	900	SF	\$ 31.33	\$ 28,197.00
	SEAT WALL	45	LF	\$ 150.00	\$ 6,750.00
	WELCOME SIGN	1	EA	\$ 5,000.00	\$ 5,000.00
	MILL ASPH CONC PVMT, VARIABLE DEPTH	100	SY	\$ 2.15	\$ 215.00
LANDSCAPING					
	Plaza Landscaping Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
	Hardwood Tree (Red Maple)	19	EA	\$ 500.00	\$ 9,500.00
	Ornamental Tree (Dogwood)	30	EA	\$ 300.00	\$ 9,000.00
EROSION CONTROL					
	PROJECT EROSION CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
SIGNING AND MARKING					
	TRAFFIC SIGNAL MODIFICATION	1	LS	\$ 10,000.00	\$ 10,000.00
	DECORATIVE CROSSWALK MARKING	760	SF	\$ 12.00	\$ 9,120.00
	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	190	LF	\$ 1.97	\$ 374.30
	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	72	LF	\$ 45.00	\$ 3,240.00
PROJECT SUBTOTAL				\$	118,502.63

Fairburn 20% match = \$23,700.53

INTERGOVERNMENTAL AGREEMENT
Union City Pedestrian Improvements TE Project

TOTAL PROJECT COST

ALIGNMENT NAME	TOTAL COST
US 29 @ SR 138 Union City Plaza Northeast Corner	\$112,350.13
US 29 @ SR 138 Union City Plaza Southeast Corner	\$145,265.15
US 29 @ SR 138 Fairburn Plaza Northwest Corner	\$135,948.92
US 29 @ SR 138 Fairburn Plaza Southwest Corner	\$118,502.63
LESTER ROAD -- SECTION A	\$63,391.41
LESTER ROAD -- SECTION B	\$66,387.26
PROJECT TOTAL	\$641,845.50
CONTINGENCY (10%)	\$64,184.55
PROJECT GRAND TOTAL	\$706,030.05

PI 0009060 Fulton County Union City Pedestrian System Cost Estimate									
BASE BID									
ROADWAY ITEMS									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
005-0023	ADA RAMPS	12	8	4	EA	\$ 350.00	\$ 2,800.00	\$ 1,400.00	\$ 4,200.00
150-1000	TRAFFIC CONTROL - 562	1	26560	5440	LS	\$ 32,000.00	\$ 26,560.00	\$ 5,440.00	\$ 32,000.00
207-0203	FOUND BK FILL MATL, TP II	25	25	0	CY	\$ 32.00	\$ 800.00	\$ -	\$ 800.00
210-0100	GRADING COMPLETE - 662	1	37007	7580	LS	\$ 44,586.75	\$ 37,007.00	\$ 7,579.74	\$ 44,586.75
310-1101	GR AGGR BASE CRS, INCL MATL	150	95	55	TN	\$ 30.00	\$ 2,850.00	\$ 1,650.00	\$ 4,500.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITU MATL & H LIME	857	0	857	TN	\$ 115.00	\$ -	\$ 98,555.00	\$ 98,555.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	769	329	440	TN	\$ 175.00	\$ 57,575.00	\$ 77,000.00	\$ 134,575.00
402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP1 or 2, INCL BITUM MATL & H LIME	25	13	12	TN	\$ 102.00	\$ 1,326.00	\$ 1,224.00	\$ 2,550.00
413-1000	BITUM TACK COAT	640	295	345	GL	\$ 7.50	\$ 2,212.50	\$ 2,587.50	\$ 4,800.00
413-0206	MILL ASPH CONC PYMT, VARIABLE DEPTH	9400	4325	5075	SY	\$ 3.20	\$ 13,840.00	\$ 16,240.00	\$ 30,080.00
441-0104	CONC SIDEWALK, 4 IN	240	200	40	SY	\$ 35.00	\$ 7,000.00	\$ 1,400.00	\$ 8,400.00
441-0754	CONCRETE MEDIAN, 7 1/2 INCH - RED STAMPED	60	60	0	SY	\$ 120.00	\$ 7,200.00	\$ -	\$ 7,200.00
441-5007	CONC CURB & GUTTER, 8 IN, TYPE 7	150	140	10	LF	\$ 18.00	\$ 2,520.00	\$ 180.00	\$ 2,700.00
441-6216	CONC, CURB & GUTTER, 8 IN x 24 IN, TYPE 2	290	290	0	LF	\$ 18.00	\$ 5,220.00	\$ -	\$ 5,220.00
441-6222	CONC, CURB & GUTTER, 8 IN x 30 IN, TYPE 2	550	295	255	LF	\$ 21.00	\$ 6,195.00	\$ 5,355.00	\$ 11,550.00
446-1100	PYMT REINF FABRIC STRIPS, TP2, 18 IN WIDTH	330	125	205	LF	\$ 4.50	\$ 562.50	\$ 922.50	\$ 1,485.00
500-9999	CLASS B CONC, BASE OR PYMT WIDENING	35	27	8	CY	\$ 400.00	\$ 10,800.00	\$ 3,200.00	\$ 14,000.00
643-8200	BARRIER FENCE (ORANGE), 4 FT	75	75	0	LF	\$ 2.00	\$ 150.00	\$ -	\$ 150.00
999-0002	GALV STEEL 2" HANDRAIL, 36" HEIGHT	45	45	0	LF	\$ 65.00	\$ 2,925.00	\$ -	\$ 2,925.00
999-0003	WELCOME SIGN SEAT WALLS	1	0	1	LS	\$ 105,000.00	\$ 52,500.00	\$ 52,500.00	\$ 105,000.00
999-0004	WELCOME SIGN	4	2	2	EA	\$ 10,500.00	\$ 21,000.00	\$ 21,000.00	\$ 42,000.00
999-0005	PEDESTRIAN PLAZA - CONCRETE PAVERS	3920	2195	1725	SF	\$ 15.00	\$ 32,925.00	\$ 25,875.00	\$ 58,800.00
999-0006	INTEGRALLY COLORED HOT APPLIED SYNTHETIC ASPHALT	370	180	190	SY	\$ 205.00	\$ 36,900.00	\$ 38,950.00	\$ 75,850.00
Sub-Total						\$	\$ 330,868.00	\$ 361,058.74	\$ 691,926.75

Traffic Signal									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
639-3004	STEEL STRAIN POLE TYPE IV, WITH 65' MAST ARM, WITH BLACK POWDER PER UNION CITY SPECS	4	2	2	EA	\$ 23,300.00	\$ 46,600.00	\$ 46,600.00	\$ 93,200.00
647-1000	TRAFFIC SIGNAL INSTALLATION NO. 1	1	1	1	LS	\$ 152,300.00	\$ 76,150.00	\$ 76,150.00	\$ 152,300.00
682-6230	CONDUIT, IRON-METAL, TYPE 3, 1 IN	405	405	0	LF	\$ 0.85	\$ 344.25	\$ -	\$ 344.25
682-6233	CONDUIT, NON METAL, TYPE 3, 2 IN	950	675	275	LF	\$ 1.50	\$ 1,012.50	\$ 412.50	\$ 1,425.00
682-9950	DIRECTIONAL BORE, 5"	405	265	140	LF	\$ 13.00	\$ 3,445.00	\$ 1,820.00	\$ 5,265.00
Total						\$	\$ 127,551.75	\$ 124,982.50	\$ 252,534.25

EROSION CONTROL									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
163-0232	TEMPORARY GRASSING	1	1	0.35	AC	\$ 2,150.00	\$ 1,397.50	\$ 752.50	\$ 2,150.00
163-0240	MULCH	4	3	1.40	TN	\$ 350.00	\$ 910.00	\$ 490.00	\$ 1,400.00
163-0503	CONSTRUCT AND REMOVE SILT CONTROL GATE, TP 3	1	1	0	EA	\$ 250.00	\$ 250.00	\$ -	\$ 250.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	1	1	0	EA	\$ 250.00	\$ 250.00	\$ -	\$ 250.00
165-0010	MAINTENANCE OF TEMP SILT FENCE, TP A	500	310	190	LF	\$ 1.50	\$ 465.00	\$ 285.00	\$ 750.00
165-0030	MAINTENANCE OF TEMP SILT FENCE, TP C	160	160	0	LF	\$ 1.50	\$ 240.00	\$ -	\$ 240.00
165-0087	MAINTENANCE OF SILT CONTROL GATE, TP 3	1	1	0	EA	\$ 150.00	\$ 150.00	\$ -	\$ 150.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	1	1	0	EA	\$ 150.00	\$ 150.00	\$ -	\$ 150.00
171-0010	TEMPORARY SILT FENCE, TYPE A	1000	620	380	LF	\$ 2.00	\$ 1,240.00	\$ 760.00	\$ 2,000.00
171-0030	TEMPORARY SILT FENCE, TYPE C	320	320	0	LF	\$ 3.00	\$ 960.00	\$ -	\$ 960.00

700-8910	PERMANENT GRASSING	0.5	0	0.18	AC	\$ 2,150.00	\$ 688.00	\$ 387.00	\$ 1,075.00
700-7000	AGRICULTURAL LIME	0.4	0	0.14	TN	\$ 450.00	\$ 117.00	\$ 63.00	\$ 180.00
700-8000	FERTILIZER MIXED GRADE	0.3	0	0.09	TN	\$ 450.00	\$ 94.50	\$ 40.50	\$ 135.00
700-8100	FERTILIZER NITROGEN CONTENT	25	16	8.75	LB	\$ 150.00	\$ 2,437.50	\$ 1,312.50	\$ 3,750.00
						Total	\$ 9,349.50	\$ 4,090.50	\$ 13,440.00

UTILITY ITEMS									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
611-8140	ADJUST WATER VALVE BOX TO GRADE	2	2	0	EA	\$ 150.00	\$ 300.00	\$ -	\$ 300.00
611-9995	ADJUST WATER VALVE VAULT TO GRADE, STA 302+86	1	1	0	EA	\$ 550.00	\$ 550.00	\$ -	\$ 550.00
						Total	\$ 850.00	\$ -	\$ 850.00

STORM DRAINAGE									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	15	15	0	LF	\$ 40.00	\$ 600.00	\$ -	\$ 600.00
550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	74	74	0	LF	\$ 48.00	\$ 3,552.00	\$ -	\$ 3,552.00
550-4224	FLARED END SECTION, 24 IN, STORM DRAIN	1	1	0	EA	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,200.00
611-3010	RECONSTRUCT DROP INLET, GROUP 1	3	3	0	EA	\$ 1,800.00	\$ 5,400.00	\$ -	\$ 5,400.00
611-8050	ADJUST MANHOLE TO GRADE	2	2	0	EA	\$ 450.00	\$ 900.00	\$ -	\$ 900.00
668-2100	DROP INLET, GP 1	1	1	0	EA	\$ 1,650.00	\$ 1,650.00	\$ -	\$ 1,650.00
668-4300	STORM SEWER MANHOLE, TYPE 1	2	2	0	EA	\$ 2,150.00	\$ 4,300.00	\$ -	\$ 4,300.00
						Total	\$ 17,602.00	\$ -	\$ 17,602.00

STRIPING, SIGNAGE, PAVEMENT MARKING									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
611-5360	RESET HIGHWAY SIGN	4	4	0	EA	\$ 75.00	\$ 300.00	\$ -	\$ 300.00
636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	29	29	0	SF	\$ 28.00	\$ 812.00	\$ -	\$ 812.00
636-2090	GALV STEEL POSTS, TP 9	40	40	0	LF	\$ 13.00	\$ 520.00	\$ -	\$ 520.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP2	9	3	6	EA	\$ 120.00	\$ 360.00	\$ 720.00	\$ 1,080.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	3300	2178	1122	LF	\$ 1.00	\$ 2,178.00	\$ 1,122.00	\$ 3,300.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	850	240	610	LF	\$ 1.00	\$ 240.00	\$ 610.00	\$ 850.00
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	160	70	90	LF	\$ 7.00	\$ 490.00	\$ 630.00	\$ 1,120.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	1040	625	415	LF	\$ 4.00	\$ 2,500.00	\$ 1,660.00	\$ 4,160.00
653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	1650	530	1120	GLF	\$ 1.00	\$ 530.00	\$ 1,120.00	\$ 1,650.00
653-3502	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, YELLOW	210	0	210	GLF	\$ 1.00	\$ -	\$ 210.00	\$ 210.00
653-6004	THERMOPLASTIC TRAF STRIPE, WHITE	350	350	0	SY	\$ 7.00	\$ 2,450.00	\$ -	\$ 2,450.00
653-6006	THERMOPLASTIC TRAF STRIPE, YELLOW	450	450	0	SY	\$ 7.00	\$ 3,150.00	\$ -	\$ 3,150.00
						Total	\$ 13,530.00	\$ 6,072.00	\$ 19,602.00

Rectangular Rapid Flashing Beacon									
Item Number	Item Description	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	25.5	26	0	SF	\$ 30.00	\$ 765.00	\$ -	\$ 765.00
999-3800	RECTANGULAR RAPID BEACON ASSEMBLY	2	2	0	EA	\$ 3,150.00	\$ 6,300.00	\$ -	\$ 6,300.00
999-4050	MOUNTING POLE AND FOUNDATION	2	2	0	EA	\$ 4,150.00	\$ 8,300.00	\$ -	\$ 8,300.00
999-5100	SOLAR POWERED FLASHING ASSEMBLY	2	2	0	EA	\$ 2,850.00	\$ 5,700.00	\$ -	\$ 5,700.00
						Total	\$ 21,065.00	\$ -	\$ 21,065.00

LANDSCAPING ITEMS									
Item Number	Botanical Name	Quantity	UC Qty	Fairburn Qty	Unit	Item Cost	UC Cost	Fairburn Cost	Total Cost

702-0030	ACER RUBRUM - AR	7	2	5	EA	\$ 900.00	\$ 1,800.00	\$ 4,500.00	\$ 6,300.00
702-0105	BETULA NIGRA - BN	1	1	0	EA	\$ 675.00	\$ 675.00	\$ -	\$ 675.00
702-0140	CERCIS CANADENSIS - CC	7	7	0	EA	\$ 675.00	\$ 4,725.00	\$ -	\$ 4,725.00
702-0159	CHIONANTHUS VIRGINICUS - CV	26	0	26	EA	\$ 450.00	\$ -	\$ 11,700.00	\$ 11,700.00
702-0340	HYDRANGEA QUERCIFOLIA - Hq	24	24	0	EA	\$ 23.00	\$ 552.00	\$ -	\$ 552.00
702-0471	ILEX VOMITORIA - Iv	23	15	8	EA	\$ 82.00	\$ 1,230.00	\$ 656.00	\$ 1,886.00
702-0700	NYSSA SYLVATICA - NS	19	11	8	EA	\$ 575.00	\$ 7,425.00	\$ 5,400.00	\$ 12,825.00
702-0724	PENNISETUM SETACEUM - Ps	497	497	0	EA	\$ 8.00	\$ 3,976.00	\$ -	\$ 3,976.00
702-0977	RHAPHIOLEPIS INDICA - RI	147	72	75	EA	\$ 23.00	\$ 1,656.00	\$ 1,725.00	\$ 3,381.00
						Total	\$ 22,039.00	\$ 23,981.00	\$ 46,020.00
						CONST TOTAL	\$ 542,855.25	\$ 520,184.74	\$ 1,063,040.00

GRAND TOTAL						\$ 542,855.25	\$ 520,184.74	\$ 1,063,040.00
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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT:

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

Submitted: October 23, 2017 Work Session: October 23, 2017 Council Meeting: October 23, 2017

DEPARTMENT: Recreation

BUDGET IMPACT: none

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and approve the facility use agreement for Southside Kickers for the fall 2017 season.

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

FACTS AND ISSUES:

RECOMMENDED ACTION: For Council to approve the contract for Southside Kickers to utilize Duncan Park's baseball fields for the fall 2017 season

Stephen Hood, (City Administrator)

Mario B. Avery, Mayor

DUNCAN PARK FIELD AND FACILITIES USE AGREEMENT

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

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

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

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

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

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

Concession/Restroom Building #B206103 – ONLY on Game day

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

1. Location:
Clarence Duncan Park – Baseball Field (3 & 4)
6000 Rivertown Road
Fairburn, GA 30213
2. Days/Times:
Tuesday's – 5:00pm -9:00pm
Sunday's – 12:00pm- 8:00pm

B. TERM: Commencing on or about October 23, 2017 and ending December 31, 2017. Subleasing, assignment, or transfer of the use of any City of Fairburn facility is prohibited. City of Fairburn reserves the right to cancel, deny, or modify facility usage by any group or person whose intended use of City facilities, in the discretion of the Director of Parks and Recreation, would create an unreasonable public safety risk or exposure to legal liability, or whose intended use is inappropriate or inconsistent with the City of Fairburn's missions or objectives.

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

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

1. The fields will be delivered from the City to the Lessee in an as-is condition. The City shall be responsible for maintaining the fields for play during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ball field fencing. The fields and their accessory facilities must be returned to the City in the same condition they were received or the damage deposit will be used to restore them to their original condition.
2. The Concession Stand will be delivered to the Lessee in a clean, ready-to-use condition, and it must be returned to the City in the same condition it was received or the damage deposit will be used to restore it to its proper condition.
3. The Lessee will be responsible for keeping the restrooms clean and properly supplied on a daily basis after use of the fields. If it becomes necessary for the City to clean and supply a restroom during the period of a Lease, the lessee shall be responsible for reimbursing the City for its expenses.
4. The Lessee shall provide the Parks & Recreation Director with a general liability insurance policy in the amount of \$500,000.00 per person / \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invites, agents, or assigns.
5. The Lessee shall provide the Parks & Recreation Director with a schedule of its planned activities at least one week in advance of those activities.
6. The Lessee shall provide the Parks & Recreation Director with an Emergency Action plan and associated contact telephone numbers.
7. The Lessee 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 for security at all events scheduled at the Park. This security shall be responsible for maintaining the orderly operation

of the program. This security must be able to contact emergency and non-emergency assistance if and when needed.

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 City Administrator as required herein will result in loss of use of facilities until compliance with contract.

CITY OF FAIRBURN

Southside Kickers – Kickball League

This Agreement entered into this _____ day of _____, 2017.

By: _____
Southside Kickers- Kickball League

By: _____
Print Name

By: _____
Mario B. Avery, Mayor

By: _____
Print Name

Attest: _____
Stephanie Tigner, Interim City Clerk

Signature

Attest: _____
William R. (Randy) Turner

Mailing Address:



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance to Establish the Fiscal Year 2017-2018 Budget

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

Submitted: 10/23/2017 Work Session: 10/23/2017 Council Meeting: 10/23/2017

DEPARTMENT: City Administration/Finance

BUDGET IMPACT: The proposed Fiscal Year 2017-2018 budget has a combined revenue of \$37,470,756; expenditures of \$38,156,147 and General Fund Expenditures of \$15,854,424.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve by ordinance the Fiscal Year 2017-2018 City of Fairburn Municipal Budget of \$38,156,147 for expenditures.

HISTORY: The City of Fairburn 2017-2018 Municipal Budget has been advertised. A public hearing meeting was held on October 12, 2017.

FACTS AND ISSUES: The approval provides for a balanced Governmental Funds budget to maintain ongoing operations of the General, Special Revenue, Capital Programs, and Debt Service Funds. The Enterprise Funds are self-maintaining.

RECOMMENDED ACTION: Staff recommends approval of the ordinance for the Fiscal Year 2017-2018 budget. To provide for a balanced governmental funds budget, the staff further recommends the use of \$685,392 of the Fiscal Year 2017 General Fund Unrestricted Fund Balance as carryover funds in the Fiscal Year 2018 budget.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN

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

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4 **AN ORDINANCE TO ADOPT A BUDGET FOR FISCAL YEAR 2017-2018, TO**
5 **COMMENCE OCTOBER 1, 2017, THROUGH SEPTEMBER 30, 2018**
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7 **WHEREAS**, the Mayor and City Council of the City of Fairburn, Georgia, have considered the
8 terms and provisions of a proposed budget for Fiscal Year 2017-2018; and

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

11 **WHEREAS**, pursuant to O.C.G.A. § 36-81-5, public notice of the proposed budget has been
12 provided and a budget hearing was conducted on October 12, 2017, more than seven (7) days
13 prior to this Ordinance being considered for adoption.

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

16 **Section 1.**

17 The annual budget for the operations, capital programs, general fund and debt service for the
18 City of Fairburn for Fiscal Year 2017-2018, commencing on October 1, 2017, and continuing
19 through September 30, 2018, is \$38,156,147.00, with said budget including all revenues and
20 expenditures for governmental and enterprise fund purposes as detailed in the FY 2017-2018
21 budget documents, which are incorporated herein by reference.

22 **Section 2.**

23 This Ordinance shall become effective this 23rd day of October, 2017, and shall govern all FY
24 2017-2018 revenues and expenditures.

25 **Section 3.**

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

28 **This 23rd day of October, 2017.**
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30 [Signatures at Next Page]
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2 **City of Fairburn, Georgia**
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6 **Mario B. Avery, Mayor**
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8 **ATTEST:**
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12 **Shana T. Moss, Interim City Clerk**
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14 **Approved as to Form:**
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18 **William R. Turner, City Attorney**
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