



Workshop Agenda

September 25, 2017 @ 6:00 PM

- I. Council Discussion
- II. Agenda Item(s) for Council Meeting at 7:00 P.M.
 - 1. Declair Vehicles Surplus and Offer for Sale. (Mr. Ridgeway)
 - 2. Task Order for Impaired Water Monitoring and Reporting (Mr. Ridgeway)
 - 3. Text Amendments 17TA-003-Cluster Mailbox Units and Address Identification Ordinance. (Ms. Peeks)
 - 4. Discussion and Approval of a Contract for the Police Department Management Audit using McGrath Consulting Group. (Chief Sutherland)
 - 5. Update of Erosion Control Resolution (Ms. Walker)
- III. Adjourn to Regular Meeting.

56 Malone Street
Fairburn, Georgia 30213-1341
Phone: 770-964-2244 Fax: 770.969.3484
www.fairburn.com



56 Malone Street
Fairburn, GA 30213

September 25, 2017@ 7:00 PM

REGULAR AGENDA

The Honorable Mayor Mario B. Avery

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Lydia Glaze
The Honorable James Whitmore

The Honorable Alex Heath
The Honorable Pat Pallend

Stephen Hood
Shana T. Moss
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

- | | | |
|-------------|--|---|
| I. | Meeting Called to Order: | The Honorable Mayor Mario B. Avery |
| II. | Roll Call: | Interim City Clerk, Shana T. Moss |
| III. | Invocation: | Mayor's Appointee |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Adoption of The Council Agenda: | Council Members |
| VI. | Approval of City Council Minutes
(Minutes from September 14, 2017 Rescheduled meeting due to Hurricane Irma) | Council Members |
| VII. | Agenda Items: | |
| | 1. Declair Vehicles Surplus and Offer for Sale. | (Utilities) |
| | Action Item | |
| | 2. Task Order for Impaired Waters Monitoring And Reporting. | (Utilities) |
| | Action Item | |
| | 3. Discussion and Approval of a Contract for the Police Department Management Audit Using McGrath Consulting Group. | (Police) |
| | Action Item | |
| | 4. Text Amendments 17T-003-Cluster Mailbox Units and Address Identification. | (P&Z) |
| | Action Item | |

Agenda Items (Continued)

5. Update of Erosion Control Resolution.

(Engineering)

Action Item

VIII. Comments from Council:

IX. Executive Session: (if applicable)

X. Adjourn

When an Executive Session is required, one will be called for the Following Issues:

(1) Personnel (2) Litigation or (3) Real Estate.

City of Fairburn

Mayor and Council Meeting Minutes
September 14, 2017



- I. Meeting Called to Order: The regular meeting of the Mayor and Council was called to order at 7:00 PM by the Honorable Mayor Mario B. Avery.
- II. Roll Call was taken by Assistant to the City Administrator, Ms. Hang Nguyen with the following members present:
 - The Honorable Mayor Pro-Tem Hattie Portis-Jones
 - The Honorable Councilwoman Lydia Glaize
 - The Honorable Councilman Alex Heath
 - The Honorable Councilman Pat Pallend
 - The Honorable Councilman James WhitmoreWith all members present, the city had a quorum and the meeting proceeded.
- III. Invocation was given by Mr. Gregg Fann.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentation (None)
- VI. Public Comments: (Each speaker is granted three (3) minutes).
 1. Mr. Greg Fann of 501 Pullium Street spoke regarding new voting precincts. He would like the leadership of the city to inform residents on new polling sites. He urged the city's leadership to do all you can as a city, so all resident have an opportunity to vote. He inquired about the city having a political forum for candidates running for offices.
 2. Mr. Horace Cooper of 880 Buckingham Cove stated he has worked on several campaigns and he knows what voter suppression looks like. He has listened to council discuss advertising new voting sites. He said he doesn't know who council is trying to keep from voting, this looks like voter suppression. Also, at the last meeting he requested 60 days action regarding the proposed Warehouse on Oakley Industrial Park, instead Council approved 90 days. He states he will be watchful of what they are doing.

VII. Adoption of the Agenda: Motion to approve agenda was made by Councilwoman Glaize; motion, seconded by Councilman Whitmore.

Motion Carried

Vote: 6-0.

VIII. Approval of Minutes:

Motion to approve minutes with noted corrections was made by Mayor Pro-Tem Portis-Jones; motion, seconded by CW Glaize.

Motion Carried

Vote: 6-0.

IX. Agenda Items:

1. Authorization Agreement for Excess Capacity Reserves. Mr. Tom Ridgeway presented to Mayor and Council to authorize MEAG Power to make available to other participants any of Fairburn's excess capacity for reserves at \$ 2.40/kW for 2018. Motion to approve was made by CM Pallend; motion, seconded by Councilwoman Glaize.

Motion Carried

Vote: 6-0.

2. Approval to Purchase Vehicle for Recreation Department. Ms. Chapin Payne presented to Mayor and Council to approve the purchase of a Ford F150 from Allin Vigal Ford in the amount of \$25,087.00. Motion to approve was made by CM Heath; motion, seconded by Mayor Pro-Tem Portis-Jones.

Motion Carried

Vote: 6-0.

Comments: CW Glaize asked the finance department to show where request was shown in mid-year budget, and how will the vehicle be used? Ms. Payne replied to transport equipment, training, picking up donations, events, visiting Carrollton, Heard, Meriweather, Rueben, and Covington Counties. Glaize, asked what locations have been visited with track and field team? Ms. Payne stated, cross country is more local, basketball is more rural. CM Heath, asked how would a van be more efficient? Ms. Payne stated van was considered because there is more to haul, including transporting equipment and more, not so much transporting the youth. Motion to approve was made by CM Heath; motion, seconded by Mayor Pro-Tem Portis-Jones.

Motion Carried.

Vote: 6-0

3. Approval of Ordinance Authorizing Issuance and Sale of Revenue. City Attorney Randy Turner presented to Mayor and Council to request approval to regulate and provide for the issuance \$ 7, 365,000 in principal amount to provide for the defeasance and refunding of Georgia General Obligation (GO) Bonds, Series 2011, maturing December 1, 2022 through December 1, 2031. Motion to approve was made by CM Whitmore; motion, seconded by CM Pallend.

Motion Carried.

Vote: 6-0

Attorney Turner recommended, approving another person to attest documents in the absence of the city clerk (permanent or interim), this would be a secondary person. CW Glaize made motion to appoint Mrs. Akilah Moody as secondary trustee; motion, seconded by CM Pallend.

Motion Carried

Vote: 6-0.

4. City of Fairburn's 2017 Millage Rate Adoption. Finance Director, Mr. Ed Holloway presented the 2017 Millage Rate, mayor and council must adopt the new millage rate annually. The adopted rate is used to calculate property tax revenue that is due the city. The 2016 millage rate was 9.56, the 2017 proposed rate is 9.55, a difference of .01 mills decrease. Motion to approve was made by CW Glaize; motion, seconded by CM Pallend.

Motion Carried

Vote: 6-0

5. Youth Initiatives. CW Glaize introduced youth initiatives regarding Jr. Litter Patrol, who are instrumental in working to keeping the city clean. This initiative is requesting a separate line item in the budget. Motion to approve was made by CM Whitmore; motion, seconded by CW Glaize.

Motion Carried

Vote: 6-0.

Mayor Avery, asked "if there was a dollar value." CW Glaize said, "\$2500."

6. GICH Line Item Increase (Georgia Initiative for Community Housing). GICH is administered through the Department of Community Affairs and helps communities improve their quality of life and economic vitality through the development of locally-based housing and revitalization strategies. CW Glaize requested this line item in the budget be increased to \$5000. Motion to approve was made by CM Heath; motion, seconded by CM Pallend.

Motion Carried

Vote: 6-0

7. Cities Vesting Schedule: CW Glaize requested this item be held for further information. Motion to table item was made by CW Glaize; motion, seconded by Mayor Pro-Tem Portis-Jones.

Motion Carried

Vote: 6-0

8. City of Fairburn 2017 Budget Discussion. Finance Director, Mr. Ed Holloway provided an executive summary on budget proposals. Mayor Avery inquired if a public hearing was required and the date of that hearing? Answer: Yes, a week and one day is required for advertising before meeting. The budget must be adopted by end of September with possible six day grace period. CW Glaize inquired about Accounting Clerk II position is an error; Mr. Holloway stated this item would be removed. He further stated, under finance, senior accountant cost is gone, this position is currently advertised at \$62,000 Holloway is asking pay increase to \$74,933, and also requesting removing Certified Public Accountant requirement. He said local municipalities are currently paying finance directors \$72,000. CW Glaize inquired about the Finance Director's position's increase to \$90,000, she would like information on how the city administrator can make salary changes without council notification or ethical repercussions. She would like an inquiry on employee salary raises through the human resources department. Mayor Pro-Tem Portis-Jones had questions regarding the personnel budget. She is concerned about the vacant positions, and wants a report on all positions, who holds these positions, or vacancies and approved salaries. This will enable the governing body to see the total budget. She asked Mr. Holloway when can this be expected? (Mr. Holloway stated

before Wednesday of the next week). Mayor Pro-Tem asked, “what is plan for budget adoption? Mr. Holloway suggested October 2, upon verification of grace day possibilities.

Mayor Avery asked when is adoption and special called meeting? Mr. Holloway would like to adopt on the 25th of September. Mayor Pro-Tem Portis-Jones would like to discuss at special called meeting, with the special called meeting being on September 22nd and adopting at council meeting on September 25th.

contract for termination clause. City Engineer Ms. Brendetta Walker clarified the DDA budget break down, Mayor Avery requested to place the DDA’s request on hold until the mid-year review.

CW Glaize, inquired about Connect South Fulton, and they city has not received any updates, or notifications from the organization.

CM Heath stated it was his understanding that it only affected the property along the parkway.

Mayor Pro-Tem Portis-Jones, stated the update she has received regarding connect South Fulton is that they recently conducted interviews for a director; however, she has not received an update. Mayor Avery will ask Mr. Hightower for an update.

X. Council Comments:

CM Whitmore: No Comment.

CM Heath: Thanked employees who worked in the storm, the street department was out in the rain directing traffic. The city had several tree’s fall during the storm; however, the street department has picked them up. Thanks to the fire, police and street departments.

CW Glaize: Thank You to emergency management and public safety. Thank those for setting up the forums. She encouraged the city to do their best in informing the public on the new voting sites. It is an honor and pleasure to serve in this capacity.

Mayor Pro-Tem Portis-Jones: Congratulated and Thanked the City Personnel who worked during the storm. She was out and the PD was out on Highway 138 and 29 directing traffic, the intersection was very busy with traffic coming in all four directions. The street, utility and electric departments were working hard to clear the streets. Secondly, she is happy to know the city is able to expand voter locations; the ideal was to make it convenient for residents. She is disheartened to hear the rumors of voter suppression in the city, and this is not what is happening here. The City has partnered with Temple of Prayer and Metro Atlanta Reentry Coalition for documentary premier, of “Released,” on Tuesday September 26th. This documentary is sponsored by the Department of Justice. The premier will begin at 7:00 pm with refreshments served from 6:30 pm-7:00 pm. CM Whitmore and I were introduced last month at Rialto. We are very

fortunate to be able to bring this to the city. Thank you to all colleagues for supporting and we hope to see you there.

CM Pallend: No Comment

XI. Adjournment:

With no further business of the City of Fairburn, motion to adjourn at 8:26 pm was made by Mayor Pro-Tem Jones; motion, seconded by CM Heath.

Minutes taken by:

Hang Nguyen, Assistant to the City Administrator

Compiled by:

Shana T. Moss

Interim City Clerk



**CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM**

SUBJECT: DECLAIR VEHICLES SURPLUS AND OFFER FOR SALE

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

Date Submitted: 9/14/17

Date Work Shop: 9/25/17

Date Council Meeting: 9/25/17

DEPARTMENT: Electric

BUDGET IMPACT: Minor

PURPOSE: Declare two bucket trucks surplus and offer for sale.

HISTORY: These vehicles have been replaced with the purchase of new units and are no longer needed.

FACTS AND ISSUES: Sale of these vehicles will offset a portion of the purchase price of the replacement units. The two units are VIN # 1GDM8C1A68F407568, a 2008 unit to be sold at auction; and Vin # 1GBN7H1J0RJ113641, a 1994 unit. Landmark Christian School has offered \$4,000 for this unit. Based on age and condition, this is a fair offer.

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Staff recommends that Mayor and Council declare these units surplus and offer one unit for sale at auction and one unit to Landmark Christian School as identified above.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: TASK ORDER FOR IMPAIRED WATERS MONITORING AND REPORTING

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

Date Submitted: 9/7/17 Date Work Shop: 9/25/17 Date Council Meeting: 9/25/17

DEPARTMENT: STORMWATER

BUDGET IMPACT: \$10,500

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling for the 2017-2018 monitoring period and submit the required reports to the Environmental Protection Division.

HISTORY:

FACTS AND ISSUES: The City does not have qualified personnel to perform these functions. The summer monitoring must be completed by the end of October.

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: For Mayor and Council to approve a Task Order with Integrated Science and Engineering in the amount of \$10,500 to perform impaired waters sampling and reporting for the upcoming reporting period.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor



INTEGRATED
Science &
Engineering

Atlanta / Savannah / Mobile

Task Order Form

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

To: Tom Ridgway
Company: City of Fairburn
Address: P.O. Box 145
Fairburn, Georgia

Date: September 7, 2017
From: Jason Ray, GISP
Copy to: File

Project: Impaired Waters Sampling 2017-2018

TOF #: 128

BACKGROUND

This TOF has been prepared to assist the City of Fairburn (City) with water quality sampling in Whitewater Creek and Trickum Creek. The City's NPDES Phase I MS4 Stormwater Permit (#GAS000115) and the Metropolitan North Georgia Water Planning District requires Fairburn to perform water quality monitoring on 305(b)/303(d) listed waterways within the City. Whitewater Creek is listed for a Biota impairment and Fecal Coliform Bacteria. Recently, Trickum creek was added to the 305(b)/303(d) listed for a Biota impairment. Accordingly, Integrated Science and Engineering (ISE) will continue water quality monitoring on Whitewater Creek and start monitoring on Trickum Creek, in an effort to determine the cause of the water quality impairment, identify any water quality trends, and to meet requirements associated with the Phase I MS4 NPDES permit and District Watershed Management Plan.

SCOPE OF SERVICES

Task 1 – Water Quality Monitoring Program and Training

Monitoring Locations

ISE will monitor Whitewater Creek at Milam Road per the approved Impaired Waters Monitoring Plan. Additionally, Trickum Creek will be monitored at Landrum Road per the approved Impaired Waters Monitoring Plan.

Physical and Chemical Parameters

Sampling and analysis or in place (*in situ*) measurements will be performed for the water quality parameters listed below as well as Total Suspended Solids and Fecal Coliform Bacteria.

Parameter	Analysis	Rationale
Water Temperature	<i>In situ</i> ⁽¹⁾	Water temperature will vary naturally with seasonal changes in air temperature but can be altered by human activity
Dissolved Oxygen (DO)	<i>In situ</i> ⁽¹⁾	Measures oxygen content of water which is essential for respiration of aquatic organisms. Oxygen in water can be depleted by pollutants especially those associated with wastewater.
Turbidity	<i>In situ</i> ⁽¹⁾	Measures the clarity of water which is often associated with the amount of suspended sediments.

Task Order Form

Conductivity	<i>In situ</i> ⁽¹⁾	Measure of the ability of water to pass an electrical current which is affected by the concentration of inorganic dissolved solids
pH	<i>In situ</i> ⁽¹⁾	pH directly influences the amount of chemical constituents that can be dissolved in water (solubility).

(1) *In situ* measurements will be measured directly from the stream with a Horiba U-52 Multi Water Quality Checker

Whitewater Creek Sampling Schedule

Fecal Coliform Bacteria

Sampling will be performed to calculate two geometric means per year requiring a total of 8 sampling events. Each geometric mean requires 4 samples to be collected over a 30 day period. ISE will conduct 1 geomean during the winter period (November through April) and 1 geomean during the summer period (May through October) each year. Sampling will be performed without regard to weather conditions (dry or wet weather) and ideally will be performed once per week on the same day for four consecutive weeks per geometric mean.

Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

Trickum Creek Sampling Schedule

Total Suspended Solids (TSS)

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

Task 2 – Stream Walk

ISE will conduct a stream walk of Whitewater Creek during the 2017-2018 period. The purpose of the stream walk will be to attempt to identify potential sources of fecal coliform and erosion and sedimentation within the impaired segment of Whitewater Creek. Any illicit discharges discovered as part of this effort will be reported to the City for enforcement under the City's illicit discharge prohibition ordinance. A brief report will be compiled following the completion of the work including on field documentation.

Task Order Form

Task 3 – Water Quality Report

The monitoring results will be evaluated and compared to any baseline and previous data. A summary of the monitoring results and water quality evaluation will be provided in an Annual Water Quality Monitoring Report and included in the City's 2017-2018 Phase I NPDES MS4 Annual Report.

Task 4 – On-Call Support

Task 4 consists of an on-call support task for the City to utilize ISE personnel for help with the Xplore Tablet, GIS software or MS4 inspections. ISE will provide support to the City as requested on an hourly basis.

SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 and Task 2 will be completed by April 30, 2018. Task 3 will be completed by June 15, 2018.

FEE ESTIMATE

Task	Fee
Task 1 – Water Quality Monitoring Program	\$6,500 (Lump Sum)
Task 2 – Stream Walk	\$2,000 (Lump Sum)
Task 3 – Water Quality Report	\$2,000 (Lump Sum)
Task 4 – On-Call Support	(Hourly)
Total	\$10,500

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with __City of Fairburn dated __August 14, 2017__. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION AND APPROVAL OF A CONTRACT FOR THE POLICE DEPARTMENT MANAGEMENT AUDIT USING MCGRATH CONSULTING GROUP.

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

Submitted: 09/18/2016 Work Session: 09/25/2016 Council Meeting: 09/25/2016

DEPARTMENT: Police

BUDGET IMPACT: \$0

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to discuss/approve a contract with Professional Probation Services Inc. to handle the probationary cases through the City of Fairburn's Municipal Court.

HISTORY: PPSI has been handling the probationary cases for the city. An updated contract is needed to continue their services. Legal updates have been changed recently causing PPSI to change their payment schedule.

FACTS AND ISSUES: PPSI has been responsible for handling all probationary cases for the City of Fairburn and we are in need of an updated contract.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve a contract with Professional Probation Services Inc. for the City of Fairburn Court Services to continue handling probationary cases.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

**STATE OF GEORGIA
COUNTY OF FULTON**

**CONTRACT FOR PROBATION SUPERVISION
AND REHABILITATION SERVICES**

THIS CONTRACT made and entered into this _____ day of _____, 20_____, by and between the City of Fairburn, Georgia (hereinafter referred to as the "City") and Professional Probation Services, Inc. (hereinafter referred to as "PPSI"), upon the request and consent of the Chief Judge of the Fairburn Municipal Court (hereinafter referred to as the "Court").

WITNESSETH:

WHEREAS, the City, authorized by O.C.G.A. §42-8-101, wishes to enter into this agreement with PPSI with the consent of the Court, and recognizes its responsibility to provide professional and effective sentencing alternatives for citizenry and offenders of the community; and

WHEREAS, PPSI is uniquely qualified and experienced in providing such comprehensive professional services and is willing to contract with the City with the approval of the Court; and

WHEREAS, the parties hereto deem it in their respective best interests and each will best be served by entering into said Contract for the provision by PPSI of such probation services as ordered by the Court.

NOW THEREFORE, in consideration of the premises and the mutual benefits and covenants provided under the terms and conditions of this Contract, the parties hereto agree as follows:

DESIGNATION BY THE CITY

The City shall designate PPSI as the sole private entity to coordinate, provide and direct probation programs and services to offenders sentenced by and under the jurisdiction of the Court.

SCOPE OF SERVICES

PPSI shall provide the services and programs for the misdemeanor offenders placed on probation by the Court which shall include the following particulars:

- A. Comply with the standards and qualifications as set forth by the Board of Community Supervision and the Laws of the State of Georgia.
- B. Operate under the conditions as agreed to by and between PPSI and the City, as more fully set forth in the Specifications for Probation Services attached hereto and incorporated herein by reference.
- C. Provide such services as specifically set forth in the Specifications for Probation Services for the provisions of services to offenders under the jurisdiction of the Court.
- D. Meet, maintain, and comply with all rehabilitation program offerings as specified in the Specifications for Probation Services.

- E. Maintain individual files for each offender participating in PPSI's programs. The files will be maintained in a secured area, in a secure file cabinet, or electronically. PPSI shall maintain the confidentiality of all files, records, and papers relative to the supervision of probationers under this agreement.
- F. Provide timely and prompt reports as are, or may be required by the Court during the period of the Contract, which include, but are not limited to, statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Provide counseling and supervision services for all persons ordered by the Court to participate in such programs during the period of the Contract and assure that PPSI is providing program services and maintaining records reflective of good business practice.
- H. Make fiscal and program records available within ten (10) working days for review and maintain financial records reflective of good business practice. Records shall be maintained in accordance with O.C.G.A. §42-8-109.2.
- I. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practice. The accuracy of billing is to be confirmed by providing a copy of the services and attending cost to the offender.
- J. Charge each offender participating in rehabilitation programs the reasonable cost of the program as reflected in the Specifications for Probation Services attached hereto and incorporated herein by reference. Each offender shall be charged a maximum not to exceed the program costs as specified in the Specifications for Probation Services unless it is approved in advance by the Court. Those offenders the Court shall determine to be indigent shall be ordered as such and shall be supervised at no cost.
- K. Collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. PPSI shall prioritize the collection of restitution before the collection of fines and probation fees. PPSI shall collect funds for the Georgia Crime Victims Emergency Fund, as applicable, and forward them directly to the Georgia Crime Victims Compensation Board by the end of each month along with a corresponding remittance report pursuant to O.C.G.A. §17-15-13(f).
- L. Submit a written report to the Court as frequently as the Court requires on the amount of Court fines, costs, fees, and restitution Court ordered and collected from each offender. The report shall include the total dollar amount applied to Court ordered fines, fees, restitution, and other conviction related costs.
- M. Tender all Court fines and costs ordered and collected from offenders to the Court as frequently as the Court requires.
- N. Comply with all laws regarding confidentiality of offender records.
- O. Furnish a fidelity bond or letter of credit in the amount of not less than one hundred thousand (\$100,000.00) dollars as surety for the satisfactory performance of the Contract.
- P. Not profit or attempt to profit from any fines, restitution, or Court cost collected from the offenders.

- Q. The Court shall assist PPSI in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for PPSI to conduct pre-sentence or probationer investigations as may be requested. PPSI may obtain a Georgia Crime Information Center (GCIC) Originating Agency Identifier (ORI) number. The Federal Bureau of Investigation (FBI) CJIS Security Addendum is, therefore, attached hereto and incorporated herein by reference.
- R. PPSI shall employ competent and able personnel to provide services rendered hereunder and to appropriately administer this caseload. All staff shall meet qualifications as prescribed by O.C.G.A. §42-8-107.
- S. PPSI shall have a criminal history records check made of all staff in accordance with O.C.G.A. §42-8-106.1 and §42-8-107.
- T. PPSI staff shall comply with the orientation and continuing education training required per annum as prescribed by O.C.G.A. §42-8-107.
- U. PPSI shall make a supervision assessment of each offender and determine the reporting schedule, type of contact(s), and frequency of contact(s) pursuant to the direction of the Court. There are no minimally required contacts for pay-only cases. Probation officers shall supervise no more than 250 probationers under Basic Supervision and no more than 50 probationers under Intensive Supervision. There are no caseload size limitations regarding pay-only cases.
- V. PPSI shall coordinate and ensure compliance with community service by each probationer as ordered by the Court. PPSI will maintain records of community service participation and completion.
- W. PPSI shall coordinate with certified vendors the evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health, psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. PPSI shall not specify, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program, which a probationer may or shall attend. PPSI shall conduct on-site drug and alcohol screens as determined necessary by the Court, the costs for which shall be paid by the offender as fully set forth in the Specifications for Services, attached hereto.
- X. The term "pay-only probation" means a defendant has been placed under probation supervision solely because such defendant is unable to pay the court imposed fine and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees.
- Y. Consecutive misdemeanor sentences shall be supervised in accordance with O.C.G.A. §42-8-103.1.
- Z. PPSI shall prepare probation violation warrants, orders, and petitions for modification/revocation of probation for submission to the Court. PPSI shall recommend the modification or revocation of probation whenever the probationer fails to substantially comply with the terms and conditions of probation. The Court shall determine what constitutes a substantial failure to comply with probation terms and conditions. Modification/Revocation proceedings shall be conducted in accordance with O.C.G.A. §42-8-102 and the Court's Judicial Procedures.

PERIOD OF SERVICE

The performance of the aforementioned services shall commence on the _____ day of _____, 2017, and shall continue with a specific expiration date of the 31st day of December, 2018. The contract shall automatically renew for specific one-year terms on January 1st each year, thereafter, under the same terms and conditions as provided herein, unless written notice to the contrary is directed to the other party not less than 30 days from the current term's expiration in accordance with O.C.G.A. §36-60-13.

PAYMENTS FOR SERVICES

Fees for basic services are set out in the Specifications for Probation Services, which fees are payable not by the City, but by sentenced offenders. No fees accrued pursuant to the Specifications for Probation Services shall be obligations of the City. The City shall have no obligation for fees incurred during this contract term and none in subsequent renewals in accordance with O.C.G.A. §36-60-13.

DEFICIENCIES IN SERVICE, TERMINATION

In the event the City determines there are deficiencies in the service and work provided by PPSI, the City shall notify PPSI in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, PPSI shall correct or take reasonable steps to correct the deficiencies complained of, including, if necessary, increasing the work force and/or equipment, or modifying the policies and procedures used by PPSI in performing services pursuant to this Contract. If PPSI fails to correct or take reasonable steps to correct the deficiencies within ten (10) working days, the City may declare PPSI in default and this Contract shall be declared terminated upon receipt by PPSI of notice thereof. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City or seek, as its remedy, monetary damages in a Court of competent jurisdiction.

DISPUTES

In the event of any controversy, claim or dispute as to the services and work performed or to be performed by PPSI, or the construction or operation of or rights and liabilities of the parties under this Contract, where the City is the complaining party, each such question shall be submitted to the Chief Judge of the Fairburn Municipal Court for resolution; provided, however, in the event either party disagrees with the decisions of the Judge, that party shall have the right to litigate the matter in its entirety in a Court of competent jurisdiction. The party wishing to submit a matter to the Judge shall do so by written notice to the other party and to the Judge, which shall specify the nature of the controversy, claim or dispute. The Judge shall schedule a hearing within fifteen (15) days of such notice, at which time both parties shall present their positions. The Judge shall render a decision within seven (7) days after the date of the hearing. In the event the Judge is the complaining party, the Presiding Judge of the Fulton County Superior Court, or his/her designee, shall be asked to resolve the issues presented.

TRANSFER OF OPERATIONS

In the event PPSI defaults for any reason in the service provided for by this Contract, the City may, at its election and upon five (5) working days' prior written notice to PPSI, take possession of all records and other documents generated by PPSI in connection with this Contract, and the City may use the same in the performance of the services described herein. PPSI agrees to surrender peacefully said records and documents. The City shall provide PPSI with a written receipt of those items over which the City assumes exclusive control. PPSI agrees that in the event it disputes the City's right to invoke the provisions of this paragraph, it will not seek injunctive or other similar relief, but will either negotiate a settlement of the matter with the City, or seek monetary damages as its remedy in a court of competent jurisdiction.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by PPSI of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

ACCESS TO BOOKS AND RECORDS

The City's representatives shall have access on a weekday, other than a legal State holiday, upon forty-eight (48) hours prior written notice to PPSI's representative, to all PPSI's books, records, correspondence, instructions, receipts, vouchers, and memoranda of every description pertaining to work under this Contract, for the purpose of conducting a complete independent fiscal audit for any fiscal year within the immediately preceding two (2) years.

INSURANCE

PPSI shall provide and maintain during the life of this Contract, workers' compensation insurance and general liability with the following limits of liability:

Workers' Compensation	- Statutory
Bodily Injury Liability	- \$ 100,000 each accident
	- \$ 500,000 each occurrence
General Liability	- \$1,000,000 each occurrence
Personal & Advertising Injury	- \$1,000,000 each occurrence
Professional Liability	- \$1,000,000 each occurrence

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by PPSI, neither the Court nor the City shall be liable to PPSI, or to anyone who may claim a right resulting from any relationship with PPSI, for any negligent act or omission of PPSI, its employees, agents, or participants in the performance of services conducted on behalf of the City. In addition, PPSI agrees to indemnify and hold harmless the Court and the City, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of PPSI, including wrongful criminal acts of PPSI, or PPSI's employees, agents, or representatives. Further, the City is to be named as an additional named insured on PPSI's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by PPSI are professional services unique to PPSI and are therefore not transferable or assignable without prior consent of the Court and City. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the City or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any City, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the City:	The City of Fairburn 56 Malone Street Fairburn, GA 30213
As to PPSI:	John C. Cox, President Professional Probation Services, Inc. 1770 Indian Trail Road, Suite 350 Norcross, Georgia 30093

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.

ENTIRE AGREEMENT

This Contract, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Contract or any waiver of any provisions hereof shall be effective unless in writing and signed by the City and PPSI.

In witness whereof, the parties here to have executed this agreement on the _____ day of _____, 20 ____.

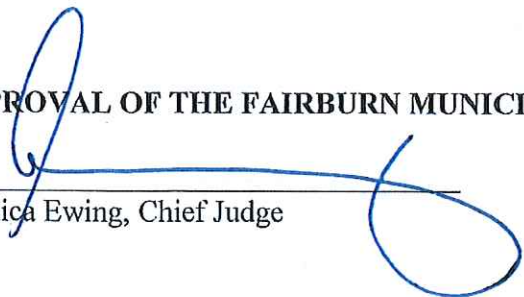
PROFESSIONAL PROBATION SERVICES, INC.

THE CITY OF FAIRBURN

John C. Cox, President

Mario Avery, Mayor

APPROVAL OF THE FAIRBURN MUNICIPAL COURT



Monica Ewing, Chief Judge



Specifications for Services

Pay-Only Probation Supervision	\$0.00 – First Month, then \$40.00 per month for months two, three, and four. The probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees, unless otherwise ordered by the Court.
Basic Probation Supervision	\$40.00 per month
Intensive Probation Supervision	\$45.00 per month with field visits
Indigent Supervision	\$0.00 – As determined and ordered by the Court
Pre-Trial/Diversion Supervision	\$40.00 per month
Under the Influence Alcohol Course (for adults)	\$75.00
Alcohol-Wise JV Course (for juveniles)	\$75.00
Marijuana 101 Drug Education Course (for adults)	\$75.00
Marijuana 101 JV Drug Education Course (for juveniles)	\$75.00
STOPLifting Course (for adults)	\$75.00
STOPLifting JV Course (for juveniles)	\$75.00
Parent Alcohol and Drug Education Course (Parent-Wise)	\$0.00
Shoplifters Alternative Course	\$70.00
Electronic Monitoring	<p><u>Random Breath Alcohol Monitoring (\$9.00 per day + \$50.00 Activation Fee)</u> Defendant is summoned randomly to a SCRAM remote breath device to give a breath test.</p> <p><u>GPS Monitoring (\$10.00 per day + \$50.00 Activation Fee)</u> A GPS device actively monitors the defendant's movements 24/7 via satellite. Can set exclusionary and inclusionary zones</p> <p><u>Trans-dermal Alcohol Monitoring (\$12.00 per day + \$50.00 Activation Fee)</u> The defendant's alcohol consumption is monitored 24/7 through a cellular receiver.</p>
On-Site, Multi-Panel Drug Screen	\$15.00
Termination Letter Administrative Fee	\$10.00 (If applicable)
Community Service Work Coordination	No Cost
Restitution Collection - Direct Disbursement to Victim	No Cost
Court and On-Line Access to the PPSI Offender Management Computer Program	No Cost
Transfer of Supervision	For 24/7 Internet Access to all Offender Data and Activity
Domestic Violence Workshop	No Cost to any of our more than 40 locations nationwide
Anger Control Workshop	No Cost referral to a Certified Treatment Provider
Youthful Offender Workshop	No Cost referral to a Certified Treatment Provider
Resume and Interview Skills Development with Job Placement Assistance	No Cost
Indemnification of the Court, and Naming the Court as an Additional Insured	No Cost – Professional and General Liability



**CITY OF FAIRBURN
MAYOR AND CITY COUNCIL
AGENDA ITEM**

SUBJECT: TEXT AMENDMENTS 17TA-003 – Cluster Mailbox Units and Address Identification Ordinance

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input checked="" type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

Submitted: 09.25.17

Work Session: 09.25.17

Mayor and City Council: 09.25.17

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and City Council to amend, by resolution, Chapter 71 - Land Development, to add regulations for the installation of residential cluster mailbox units.

DISCUSSION: The United States Postal Services (USPS) has initiated a centralized mail delivery policy for new residential subdivisions, most often referred to as cluster box units (CBU). Cluster mailboxes are now the USPS' preferred method for mail delivery for new residential development (subdivisions). These units are common features of apartment units. However, they are now being implemented in new residential developments nationwide to reduce USPS delivery costs. There are no federal laws mandating cluster mailboxes for new residential development; however, USPS policy shifted toward a preference for centralized delivery in April 2012. This 2012 policy is now being enforced for new residential subdivisions. It is now the practice of USPS district offices to only allow centralized delivery units, with exceptions being made on a case-by-case basis. While the City of Fairburn has no control over the type of delivery system the Postal Service will use in the future, the City does have control over the location and design features of the cluster style mailbox units.

The USPS recognizes the convenience of having a mailbox located at the end of a resident's driveway. However, there are many benefits to CBU's. Identity thieves look for easy targets to steal mail out of mailboxes. Unsecured curbside mailboxes are frequently their target of choice. The best defense in preventing this type of crime is in securing mail. Cluster box units are the least expensive and most effective method for combating mail theft. Also, over time and without frequent maintenance, curbside mail receptacle can become an eye sore. Curbside mailboxes have to be replaced more frequently than CBU's and are frequently vandalized or may be struck by automobiles, garbage trucks, etc. Lastly, CBU boxes have the advantage of being "package friendly" in that they are designed to accommodate the majority of packages delivered through the U.S. mail.

A few municipalities have already implemented "Cluster Style Mailbox" ordinances. Below are some examples:

1. Fulton County, GA – "Cluster-Style Mailbox Kiosk and Address Posts" Ordinance, enacted April 1, 2015
2. Brookhaven, GA – "Cluster Mailboxes Ordinance", enacted May 26, 2015
3. Fayetteville, GA – "Cluster Mailboxes and Address Identification Ordinance", enacted May 19, 2016
4. Coweta County – "Cluster Mailboxes Ordinance", enacted July 15, 2014
5. Rockdale County – "Community Mailboxes Ordinance" - Vote will be held on Tuesday, September 19th

Currently, the City does not have an ordinance to regulate the installation of CBUs. The proposed cluster mailbox units ordinance includes regulations on the design, location, parking requirements, number of mailboxes, etc. for residential CBUs. The developer/builder will be responsible for the installation of the CBUs, including but not limited to the box units, landscaping, architectural elements, concrete pad and sidewalks.

The USPS Growth Management-Atlanta District Office has reviewed the proposed cluster mailbox unit ordinance and finds that the ordinance is "acceptable". Please find attached the USPS Growth and Delivery Point Management Program Manual.

RECOMMENDED ACTION: For the Mayor and City Council to approve the text amendment to add regulations for the installation of residential cluster mailbox units to Chapter 71-Land Development, Article XII, Sections 71-1059 to 71-1064.

Attachments: Cluster Mailbox Units Ordinance (Chapter 71, Article XII, Section 71-1059)
USPS Growth and Delivery Point Management Program Manual
Emails from Regina Hollomon (USPS Growth Management-Atlanta District)
Article from The Citizens, "Community Mailboxes coming for new subdivisions"

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

Tarika Peek

Subject: FW: Growth & Delivery Point Mgmt - Fairburn's Cluster Mailbox Ordinance
Attachments: Cluster Mailbox Ordinance 03.09.17.pdf

From: Minniefield, Wylinda B - Fairburn, GA [<mailto:Wylinda.B.Minniefield@usps.gov>]
Sent: Tuesday, August 29, 2017 4:34 PM
To: TPEEKS@FAIRBURN.COM
Subject: FW: Growth & Delivery Point Mgmt - Fairburn's Cluster Mailbox Ordinance

From: Hollomon, Regina L - Commerce, GA
Sent: Tuesday, August 29, 2017 3:45 PM
To: Minniefield, Wylinda B - Fairburn, GA
Subject: Growth & Delivery Point Mgmt - Fairburn's Cluster Mailbox Ordinance

Wylinda,

I've read through everything... She has covered pretty much every angle, requiring things that the Postal Service loves but doesn't officially require like a cover and parking (which I do appreciate!). Some of the regulations don't really concern us. For instance, we currently serve hundreds of CBUs that are located on the right of way and in cul-de-sacs.

The proposed regulations look acceptable for the Postal Service except for Section E, "Location." Section E states that no cluster boxes shall be located more than a quarter mile from residences they serve. In larger developments, it may not always be possible to approve an adequate number of mail kiosk locations to meet that regulation. Recently the same issue came up within the city of Atlanta. They removed that line from their list of requirements, because we would not always approve the number of sites they required. Municipalities can't really mandate the number of mail kiosks since each development is reviewed individually by the Postal Service and the number of kiosks are approved on a case-by-case basis. That would be the only thing that would really keep me from endorsing the proposal.

Thank you,
Regina Hollomon
USPS Growth Management- Atlanta District

Tarika Peek

Subject: FW: Cluster Mailbox Regulations

From: Hollomon, Regina L - Commerce, GA [<mailto:Regina.L.Hollomon@usps.gov>]

Sent: Wednesday, September 13, 2017 2:05 PM

To: Kimberly Mitchell

Cc: Nixon, Johnny W - Jefferson, GA

Subject: Cluster Mailbox Regulations

Hello Kimberly,

The USPS regulation making centralized delivery the default mode of delivery is a national postal mandate that dates back to 2012. Requests for variance to the policy are reviewed at the District level on a case by case basis. If District Growth Management determines that a variance should be granted, it is submitted to Area Operations for approval. Below is an excerpt from the Postal Operations Manual concerning the establishment of delivery:

- Newly established or extended business or residential customers must request and receive approval of the delivery location and mode of delivery from the local Postmaster or District designees. These deliveries will not receive mail delivery service until the mail receptacles are installed and the units and locations are approved by local postal management. Options and requirements for modes of delivery are directed by the Postal Service. (631.241).

Let me know if you need anything else.

Thank you,
Regina Hollomon
USPS Growth Management- Atlanta District

STATE OF GEORGIA

COUNTY OF FULTON

AN ORDINANCE TO AMEND CHAPTER 71 – LAND DEVELOPMENT, IN ORDER TO ADOPT A NEW ARTICLE XII. - CLUSTER MAILBOX UNITS AND ADDRESS IDENTIFICATION. SECTION 71-1059 – DEFINITIONS., SECTION 71-1060 APPLICABLE DISTRICTS., SECTION 71-1061 PROCEDURAL STANDARDS., SECTION 71-1062 DESIGN STANDARDS.; SECTION 71-1063 LOCATION STANDARDS AND SECTION 71-1064 ADDRESS IDENTIFICATION; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

Whereas, the Mayor and Council of the City of Fairburn has the duty to protect the health, safety and welfare of persons and property within the City limits; and

Whereas, the Mayor and Council have determined a need to regulate cluster mailbox structures located within new residential development, including single-family development, within the City to protect the health, safety and welfare of persons and property within the City limits; and

Whereas, after consideration at its September 19, 2017, regular meeting, the Mayor and City Council have determined that amending Chapter 71. Land Development, in order to adopt a new Article XII. Cluster Mailbox Units, Section 71-1059 – Definitions, Section 71- 1060 – Applicable Districts, Section 71-1061 Procedural Standards, Section 71-1062 Design Standards, Section 71-1063 Location Standards and Section 71-1064 Address Identification would be in the best interests of the residents, property owners, businesses and citizens of the City of Fairburn; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia, and it is hereby ordained by the authority of same that Chapter 71. Land Development be amended in order to adopt Article XII. Cluster Mailbox Units and Address Identification Section 71-1059. Definitions. through Section 71-1064 - Address Identification. as depicted on Exhibit A attached hereto.

Section 1. Adoption of the following attached as Exhibit A.

Section 2. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining

1 parts of this Ordinance or retained the previously existing Ordinance if it had known that such
2 part of parts hereof would be declared or adjudicated invalid or unconstitutional.

3
4 Section. 3. This Ordinance shall become effective on the 25th day of September, 2017.

5
6 Section 4. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to
7 the extent of the conflict.

8
9 APPROVED this 25th day of September, 2017, by the Mayor and City Council of the City of
10 Fairburn, Georgia.

11
12 _____
13 Mario B. Avery, Mayor

ATTEST:

14
15 _____
16 Shana T. Moss, Interim City Clerk

17 APPROVED AS TO FORM:

18
19 _____
20 William R. (Randy) Turner, City Attorney
21
22
23
24
25
26

Chapter 71 - Land Development

Article XII. Cluster Mailbox Units and Address Identification

Section 71-1059 DEFINITIONS

1. Cluster-Style Mailbox. A style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL", are assembled and grouped together on a single area of land so that they are regarded as one unit. Cluster-style mailboxes must be manufactured cluster-style mailboxes approved by USPS.
2. Cluster-Style Mailbox Units. Cluster-style mailbox kiosk built into a larger structure exhibiting the architectural style and building materials typical of the neighborhood/development.

SECTION 71-1060. APPLICABLE DISTRICTS

1. All residential districts or districts with residential components when developed with residential units.
2. Non-residential districts and interior building cluster mailboxes are exempt from the design and location standards of this section.
3. Procedural standards are applicable to all cluster mailbox installations.

SECTION 71-1061 – PROCEDURAL STANDARDS

1. All cluster mailbox kiosks, whether installed on public or private streets, shall comply with the United States Postal Service (USPS) standards for the construction of mailboxes. A statement indicating the type of mail delivery available by the USPS (e.g. delivery to an individual *mailbox* or central delivery via *cluster mailbox* stations) shall be indicated on an approved subdivision plat or development permit.
2. The installation of the cluster mailboxes shall occur prior to any certificate of occupancy being issued for a residential structure shown on the plat.
3. Cluster-style mailbox kiosks shall be installed prior to the issuance of a certificate of occupancy for any residential structure that will be served by a cluster-style mailbox.
4. The cost of installation, including but not limited to box units, architectural elements, landscaping, concrete pad and concrete/masonry or stone, sidewalk access, shall be borne by the developer.
5. Maintenance of the cluster-style mailbox kiosk, landscaping, trash can and surrounding areas shall be borne by the homeowners association (HOA) of the neighborhood/development. Where no HOA exists, maintenance and associated costs shall be the responsibility of the homeowners served by the cluster mailbox kiosk.

6. Cluster-style mailbox kiosk shall be exempt from the setback requirements of the zoning district; however; all structures shall require a separate building permit and must meet or exceed all applicable building code.

SECTION 71-1062. DESIGN STANDARDS:

1. All cluster-style mailboxes shall be incorporated into cluster-style mailbox kiosks unless the cluster-style mailbox units are located interior to a building or as may be approved by the city engineer.
2. Cluster-style mailbox kiosks shall be compatible with other streetscape elements and be architecturally enhanced with building materials and details typical of the architectural style of the neighborhood/development.
 - a. Cluster-style mailbox kiosks shall be located away from any location where, by reason of the position, shape or color, it may interfere with, or obstruct the view of or be confused with any authorized traffic control device.
 - b. Provide a four-foot-wide impervious surface parallel to the kiosk and a roof overhang for a weather free standing location wherever the individual mailboxes are to be accessed.
 - c. Provide landscaping consistent with the landscape theme of the neighborhood/development.
 - d. Provide a trash receptacle at each clustered mailbox location.
 - e. Provide lighting.
3. Cluster-style mailbox kiosks shall have a base of a width not less than the width of the cluster mailbox structure itself.
4. Cluster-style mailbox kiosks shall have a minimum five-foot-wide concrete/masonry or stone sidewalk from the street.
5. Cluster-style mailbox kiosks shall provide access compliant with the Americans with Disability Act (ADA).
6. Cluster-style mailbox kiosks shall provide a paved area with ingress/egress to meet the requirements of the community development department to allow vehicles to pull off, park and re-enter the roadway safely while retrieving mail.
7. Cluster-style mailbox kiosks shall be located in areas that will best allow for vehicle parking. Parking layout is to be designed in a manner so as to not create pedestrian safety or vehicle safety issues as determined by the city engineer.
8. Minimum required parking shall be required as follows:

Cluster-style Mailbox Kiosks Off-street Parking Requirement	
Activity	Number of Spaces Required

Cluster Style Mailbox	Number of Mailboxes	Parking Spaces Required
	0-20	2
	21-60	3
	81-100	4
	101 or more	4 plus 1 per each additional 50 mailboxes or portion thereof above 100

- Access drives and parking areas shall be constructed to the City of Fairburn road standards or as approved by the city engineer.

SECTION 71-1063. LOCATION STANDARDS

- The location of the cluster-style mailbox station is to be approved by the community development department and the USPS.
- Cluster-style mailbox kiosks shall be prohibited from being located within the public right-of-way.
- Clustered mailbox kiosks shall be placed so as to not adversely affect the privacy of residents.
- Cluster-style mailbox kiosks shall not be installed within a cul-de-sac bulb.
- Cluster-style mailbox kiosks shall be located away from the intersection of any street and in no case closer than 75 feet measured from the street centerline in order to prevent obstruction of free and clear vision.
- Clustered mailbox kiosks shall be centrally located, offering easy pedestrian access to all residents. Whenever feasible, the mailbox kiosks should be located within an amenity center, if one is proposed for the development.
- Cluster mailbox kiosks shall be located in areas that will best allow for vehicle stacking or parking without creating pedestrian or vehicle safety issues as determined by the community development department.
- No driveway or street access shall be constructed within five feet of a cluster-style mailbox unit and vice versa.

SECTION 71-1064. ADDRESS IDENTIFICATION

- Neighborhoods, subdivisions, or residential properties utilizing cluster mailboxes and not having individual mailboxes to use as address identification shall post individual address identification displays with address numbers meeting these requirements:**
- Installation of the address identification displays and numbers shall be the responsibility of the developer.**

3. Maintenance of the address identification displays and numbers shall be the responsibility of the property owner.
4. New residential properties shall have approved address numbers placed in a position that is plainly legible and visible at all times from the street or road fronting the property. Properties with rear entry access shall post numbers on both the front and rear sides of the primary structure.
5. Address numbers shall be a minimum of four inches high with a minimum stroke width of one-half inch. Address numbers shall contrast in color with the background on which they are affixed.
6. Address identification displays shall be installed no more than ten feet from the driveway and no more than ten feet from the road.
7. For multiple residential properties that share a common single private drive, each owner shall display address numbers at the vehicular access point to the private drive and at the vehicular access point to each individual structure.
8. All new residential lots shall be numbered with the approved street address number at the time the certificate of occupancy is issued.

Chapter 71 - Land Development

Article XII. Cluster Mailbox Units and Address Identification

Section 71-1059 DEFINITIONS

1. Cluster-Style Mailbox. A style whereby mailboxes, meeting the specifications of the United States Postal Service (USPS) with the inscription plainly legible "U.S. MAIL" and "APPROVED BY THE POSTMASTER GENERAL", are assembled and grouped together on a single area of land so that they are regarded as one unit. Cluster-style mailboxes must be manufactured cluster-style mailboxes approved by USPS.
2. Cluster-Style Mailbox Units. Cluster-style mailbox kiosk built into a larger structure exhibiting the architectural style and building materials typical of the neighborhood/development.

SECTION 71-1060. APPLICABLE DISTRICTS

1. All residential districts or districts with residential components when developed with residential units.
2. Non-residential districts and interior building cluster mailboxes are exempt from the design and location standards of this section.
3. Procedural standards are applicable to all cluster mailbox installations.

SECTION 71-1061 – PROCEDURAL STANDARDS

1. All cluster mailbox kiosks, whether installed on public or private streets, shall comply with the United States Postal Service (USPS) standards for the construction of mailboxes. A statement indicating the type of mail delivery available by the USPS (e.g. delivery to an individual *mailbox* or central delivery via *cluster mailbox* stations) shall be indicated on an approved subdivision plat or development permit.
2. The installation of the cluster mailboxes shall occur prior to any certificate of occupancy being issued for a residential structure shown on the plat.
3. Cluster-style mailbox kiosks shall be installed prior to the issuance of a certificate of occupancy for any residential structure that will be served by a cluster-style mailbox.
4. The cost of installation, including but not limited to box units, architectural elements, landscaping, concrete pad and concrete/masonry or stone, sidewalk access, shall be borne by the developer.
5. Maintenance of the cluster-style mailbox kiosk, landscaping, trash can and surrounding areas shall be borne by the homeowners association (HOA) of the neighborhood/development. Where no HOA exists, maintenance and associated costs shall be the responsibility of the homeowners served by the cluster mailbox kiosk.

6. Cluster-style mailbox kiosk shall be exempt from the setback requirements of the zoning district; however; all structures shall require a separate building permit and must meet or exceed all applicable building code.

SECTION 71-1062. DESIGN STANDARDS:

1. All cluster-style mailboxes shall be incorporated into cluster-style mailbox kiosks unless the cluster-style mailbox units are located interior to a building or as may be approved by the city engineer.
2. Cluster-style mailbox kiosks shall be compatible with other streetscape elements and be architecturally enhanced with building materials and details typical of the architectural style of the neighborhood/development.
 - a. Cluster-style mailbox kiosks shall be located away from any location where, by reason of the position, shape or color, it may interfere with, or obstruct the view of or be confused with any authorized traffic control device.
 - b. Provide a four-foot-wide impervious surface parallel to the kiosk and a roof overhang for a weather free standing location wherever the individual mailboxes are to be accessed.
 - c. Provide landscaping consistent with the landscape theme of the neighborhood/development.
 - d. Provide a trash receptacle at each clustered mailbox location.
 - e. Provide lighting.
3. Cluster-style mailbox kiosks shall have a base of a width not less than the width of the cluster mailbox structure itself.
4. Cluster-style mailbox kiosks shall have a minimum five-foot-wide concrete/masonry or stone sidewalk from the street.
5. Cluster-style mailbox kiosks shall provide access compliant with the Americans with Disability Act (ADA).
6. Cluster-style mailbox kiosks shall provide a paved area with ingress/egress to meet the requirements of the community development department to allow vehicles to pull off, park and re-enter the roadway safely while retrieving mail.
7. Cluster-style mailbox kiosks shall be located in areas that will best allow for vehicle parking. Parking layout is to be designed in a manner so as to not create pedestrian safety or vehicle safety issues as determined by the city engineer.
8. Minimum required parking shall be required as follows:

Cluster-style Mailbox Kiosks Off-street Parking Requirement	
Activity	Number of Spaces Required

Cluster Style Mailbox	Number of Mailboxes	Parking Spaces Required
	0-20	2
	21-60	3
	81-100	4
	101 or more	4 plus 1 per each additional 50 mailboxes or portion thereof above 100

- Access drives and parking areas shall be constructed to the City of Fairburn road standards or as approved by the city engineer.

SECTION 71-1063. LOCATION STANDARDS

- The location of the cluster-style mailbox station is to be approved by the community development department and the USPS.
- Cluster-style mailbox kiosks shall be prohibited from being located within the public right-of-way.
- Clustered mailbox kiosks shall be placed so as to not adversely affect the privacy of residents.
- Cluster-style mailbox kiosks shall not be installed within a cul-de-sac bulb.
- Cluster-style mailbox kiosks shall be located away from the intersection of any street and in no case closer than 75 feet measured from the street centerline in order to prevent obstruction of free and clear vision.
- Clustered mailbox kiosks shall be centrally located, offering easy pedestrian access to all residents. ~~Cluster-style mailbox kiosk shall be located no more than one-fourth mile from the property line of those residents served by the cluster-style mailbox kiosks. Distance shall be measured as a radius drawn from the cluster-style mailbox kiosks.~~ Whenever feasible, the mailbox kiosks should be located within an amenity center, if one is proposed for the development.
- Cluster mailbox kiosks shall be located in areas that will best allow for vehicle stacking or parking without creating pedestrian or vehicle safety issues as determined by the community development department.
- No driveway or street access shall be constructed within five feet of a cluster-style mailbox unit and vice versa.

SECTION 71-1064. ADDRESS IDENTIFICATION

- Neighborhoods, subdivisions, or residential properties utilizing cluster mailboxes and not having individual mailboxes to use as address identification shall post individual address identification displays with address numbers meeting these requirements:**

2. Installation of the address identification displays and numbers shall be the responsibility of the developer.
3. Maintenance of the address identification displays and numbers shall be the responsibility of the property owner.
4. New residential properties shall have approved address numbers placed in a position that is plainly legible and visible at all times from the street or road fronting the property. Properties with rear entry access shall post numbers on both the front and rear sides of the primary structure.
5. Address numbers shall be a minimum of four inches high with a minimum stroke width of one-half inch. Address numbers shall contrast in color with the background on which they are affixed.
6. Address identification displays shall be installed no more than ten feet from the driveway and no more than ten feet from the road.
7. For multiple residential properties that share a common single private drive, each owner shall display address numbers at the vehicular access point to the private drive and at the vehicular access point to each individual structure.
8. All new residential lots shall be numbered with the approved street address number at the time the certificate of occupancy is issued.

http://www.rockdalenewtoncitizen.com/news/local/community-mailboxes-coming-for-new-subdivisions/article_2c3e33e8-0bac-576a-ba86-ed5060a8d722.html

FEATURED

Community mailboxes coming for new subdivisions

By Larry Stanford

larry.stanford@rockdalecitizen.com Sep 9, 2017



Community mailboxes will be required in new subdivisions as the U.S. Postal Service is cutting out individual mailbox deliveries.

CONYERS - Community mailboxes for new subdivisions, alcohol at county facilities, and livestock in residential areas are all ordinances coming before the Rockdale County Board of Commissioners at its Sept. 12 meeting. All of these ordinances have already had first readings and will either be approved or denied by the BOC on Tuesday.

Community mailboxes

The free-standing mail box at the end of the driveway is going to be just a memory for residents buying homes in new subdivisions. It's all part of the United States Postal Service's national plan to save money: The average annual cost per address for city door-to-door delivery is \$353; curbside service costs \$224, and the tab is \$160 for centralized delivery with cluster boxes, according to the Postal Service.

In April 2012 The U.S. Postal Service updated its guidelines to specify that centralized delivery is preferred when it comes to new developments. It's now being enforced.

Rockdale County Planning and Zoning Director Marshall Walker advised the BOC that while the Postal Service is now enforcing community mailboxes, they gave no guidelines to local communities on how to establish ordinances on the requirement. Walker said they have developed an ordinance to deal with community mailboxes and also to cover house numbers so that emergency services can find addresses in subdivisions where individual mailboxes won't be allowed.

"We have established some guidelines including, if you're not going to have a mailbox, the numbering that you must have in order for us to provide services such as emergency services to you," Walker said. "That is included in this so that our responders will be able to recognize the address."

The requirements for property numbering include using a durable material or durable and weather-resistant paint in contrast with the background where they are placed or painted, numbers that are no less than 4 inches in height and a minimum of a half-inch in width, and clearly visible from the right of way. Address signage shall be no more than 10 feet from the driveway and no more than 25 feet from the road. For multiple residences that

share a common single driveway, each owner shall display address numbers at the vehicular access point to the driveway and at the vehicular access point to each individual structure.

Alcohol at county facilities

The BOC will also hear the second readings of ordinances dealing with alcohol beverage handling permits and the service of alcohol at specified county facilities.

The first ordinance deals with the licensing and regulation of alcoholic beverages in unincorporated Rockdale County. Walker said it is basically a server's permit.

"It requires instruction for servers - the waiters, waitresses, bartenders - preferably prior to them getting their permits, but within three months of beginning to work," he explained. "This is to bring them up-to-date on their responsibilities and their liabilities of serving the public. Many of them do not understand that while the establishment in the serving has responsibilities, the individual does, too ... It basically brings them up to speed on their responsibilities and the consequences of their actions if they serve someone who had already had too many."

The second ordinance, in connection with the handling permits, will allow the consumption of beer, wine and distilled spirits at the county auditorium, Black Shoals Retreat House, and Costley Mill Park.

Jorge Lopez, director of Public Relations, used the newest county park at Costley Mill as an example of why the serving of alcohol has been proposed.

"Costley Mill Park is one of the venues that, even before we bought it, that was used for weddings, receptions, and all sorts of functions," Lopez said. "Now that it is a county facility, we had to be able to provide a provision for those types of events to continue to happen on that property."

Lopez added that the serving of spirits at those three locations will be strictly regulated, and that no one will be able to bring in their own alcohol.

"It would only be for events when people rent out the facilities," he said. "They will have to fill out a rental application and say that they want to serve alcohol on the application. Once it is approved, they will have a list of identified, pre-approved vendors that they can choose from."

Residential livestock

County citizens who have livestock on their property in the R-1 residential zoning district will have some new restrictions under an ordinance the BOC will hear at the Sept. 13 meeting.

Walker advised the commissioners that the ordinance is in response to a number of requests the county has received on the issue.

"It allows (residents in) R-1 zoning to have two hoofed animals if you have 3 acres and are not in a platted subdivision," Walker said, adding that residents currently maintaining three or more livestock animals on less than 2 acres will not be "grandfathered" in, and will have to abide by the ordinance.

Post 2 Commissioner Doreen Williams asked about chickens.

Walker replied that under the ordinance, chickens are considered livestock. He added that for property owners with more than 3 acres, there are restrictions by the Board of Health as to how many animals they may have.

Larry Stanford

Born and raised in Decatur, Ga. Graduated from Shorter College in Rome, Ga. in 1979 with B.A. in Communications. Worked in community newspapers for 25 years. Started at Rockdale Citizen/Newton Citizen in January 2016.



Growth and Delivery Point Management Program



PRIORITY:YOU

Growth Management Introduction

Growth and delivery point management involves controlling, to the maximum extent possible, the conversion, establishment, and extension of new and existing delivery points through directing modes of delivery and through Headquarters (HQ) sponsored initiative(s). This includes customer contact, equipment inventory management, and managing mode of delivery issues for new and current delivery points. It is a cross-functional program and includes rural and highway contract as well as city delivery.

Changes to the Postal Operations Manual (POM) reflect guidelines which give the Postal Service the ability to establish the most efficient mode of delivery, including type of equipment and location of boxes. This change, coupled with today's changing mail-mix (declining letter mail and increasing package volume), has resulted in the need to evaluate new and existing delivery modes (update in Postal Bulletin # 22334 April 9, 2012).

The Postal Service has determined that centralized delivery is the most efficient, cost effective and safest method of providing service to our customers. Specifically, all new delivery points should have determined Cluster Box Units (CBUs) as the mode of delivery established in the planning stages of a new delivery (development). All new delivery must be established in the following order: CBU delivery to the maximum extent possible, followed by curbside preferably with a T4 box and sidewalk preferably with a T4 box.

In addition to policy set forth on directed mode of delivery, any voluntary conversions from other delivery to centralized or curb delivery, for any reason, must be approved by the District Manager and Area Vice President. Current voluntary mode conversions will be conducted with 100% participation and a direct result of community involvement and agreement.

The District determines program personnel, their responsibilities, and inventory management. These decisions are central to consistent application of USPS policy, achieving district goals for delivery and service, and consistent messaging to local builders/developers on mode of delivery and equipment issues. Coordinators will monitor compliance with national policy and district goals.

The following includes an approval process for determining mode/method of delivery, appeal process for builders/developer for mode of delivery along with the duties and responsibilities necessary for the delivery team to manage an effective delivery growth program:

Table of Contents

Growth Management Introduction	2
--------------------------------------	---

CORE MODULES

Module 1 - Roles and Responsibilities.....	4
❖ Area	
❖ Area Growth & Delivery Point Coordinator	
❖ District	
❖ District Growth & Delivery Point Coordinator	
❖ Delivery Unit	
Module 2 - Approval Process for Mode/Method of Delivery	8
Module 3 - Appeal Process for Builders/Developers.....	9
Module 4 - Local, District and Area Roles and Responsibilities for Approval of Mode ...	10
Module 5 - Distribution of Customer Letter Standard Operating Procedure (SOP)	11
Module 6 - District, Area, and National Outreach Policy	12
Module 7 - Mode of Delivery Conversion Standard Operating Procedures (SOP)	13

APPENDICES

APPENDIX A – Employee Service Talk	15
APPENDIX B – Letter to Local Politicians	16
APPENDIX C – Letter to (Local) Developers/Builders	17
APPENDIX D – Letter to Business Owners	18
APPENDIX E – Letter to Homeowner or Homeowners Association.....	19
APPENDIX F – Letter to Builder or Developer Associations.....	20

EXHIBITS

EXHIBIT A - Mode of Delivery Agreement.....	21
EXHIBIT B – Mode of Delivery Attachment 1 – USPS Installation	26
EXHIBIT C – Mode of Delivery Attachment 2 – USPS Maintenance	29

Module 1 - Roles and Responsibilities

Area Responsibility

- Appoint an Area Growth and Delivery Point Management Coordinator

Area Growth Coordinator Responsibility

- Responsible for route stability by incorporating new delivery onto existing or newly created routes.
- Manages growth in delivery units through the mail count and route inspection or minor route adjustment process.
- Works through district and local office management on growth and delivery point management issues.
- Detail responsibilities for cross functional groups to report information to coordinator.

District Responsibility

- Appoint a District Growth and Delivery Point Management Coordinator.

District Growth Coordinator Responsibility

- Authority to direct/inform/teach local and district resources in support of growth program.
- Purchasing authority and responsibility for delivery equipment.
- Possess clear understanding of national policy on establishment/extension of delivery.
- Possess good working knowledge of route structure and route inspection process for city or rural delivery.
- Promote centralized delivery as a core part of an efficient, secure, and customer friendly growth management program.
- Primary Postal Service resource for developers and builders on all discussions of establishment or extension of delivery.
- Utilize included standardized letters to provide to municipalities, planning agencies, developers and builders.

- Build a network of builders and developers within the District.
- Serve as a primary point of contact for builders in resolving disputes and addressing questions.
- Coordinate equipment supplies where necessary.
- Prepare cost comparison analysis for types of delivery (Rural vs. City vs. HCR).
 - ❖ Assign the type of delivery (rural or city) by route number
- Prepare cost benefit analysis for modes of delivery (Central vs. Curb).
- Contact delivery unit for preliminary notification/discussion of new development.
- Primary conduit/contact for local municipalities/zoning/planning commissions regarding new construction or major renovation/rehab.
 - ❖ Review preliminary plans of development for mode of delivery
 - ❖ Review preliminary addressing of development for potential address format issues
 - ❖ Review plans for possible centralized delivery application and potential site locations
- Meet with developers to discuss mode of delivery options and match delivery type to type of construction being developed.
- Reach agreement with builder on modes of delivery and types of service after approval from Manager, Operations Programs Support (MOPS).
 - ❖ Discuss timelines for development
 - ❖ Discuss modes of delivery
 - ❖ Discuss locations of centralized delivery equipment where applicable
 - ❖ Get signed mode of delivery agreement, and when applicable, get signed MOD attachment sheets for installation and maintenance agreement
 - ❖ Begin discussions on locations for centralized delivery equipment or location of curbside T4 boxes (2 to a post)
 - ❖ Agree to timelines if builder thresholds on the "10% rule" are met when curbside delivery is permitted.
 - ❖ Discuss modes of delivery if single point bulk drops due to student housing, transient development, or institutions.
 - ❖ Discuss commitments of equipment and installation, where applicable.

- Contact the Address Management System (AMS) office for notification of new development and zone where development is being built. Provide point of contact name for delivery unit.
 - ❖ Forward copy of plot map to AMS
 - ❖ Diagrams, if applicable, must accompany map for centralized delivery
- Contact district rural route Customer Service Analyst for impact on rural route where applicable.
- Order agreed upon equipment for centralized delivery through eBay only; no exceptions or waivers are permissible.
- Coordinate with delivery unit on timelines for delivery of equipment.
- After delivery equipment is installed, update master inventory control logs to reflect ownership and location of delivery equipment.
- Submit copy of district equipment inventory to the Area Growth Coordinator.
- Provide training and information to field personnel as needed to ensure knowledgeable contacts for site managers.
- Post program documentation to district website.
- Post any conversion information to the Change Suspension Discontinuance Center (CSDC) website.
 - ❖ http://hqcsopps.usps.gov/Delivery/Conversions/convert_main.cfm

Delivery Unit Responsibility

- Promote centralized delivery in accordance with the Postal Operations Manual (POM) 631.2.
- Responsible for implementing delivery *after* development plans and mode of delivery agreements are approved by the Manager Operations Program Support (MOPS).
- Responsible for verification of delivery equipment installation, location, and field inventory.

- Contact area Distribution or Transportation Specialist if the Highway Contract Route (HCR) is being considered.
- Maintain replacement equipment inventory and spare parts where applicable.
- Responsible for information flow to the Growth Coordinator on new developments or demolition/renovation.
 - ❖ Make determination in conjunction with the Manager, Operations Program Support (MOPS) on delivery route assignment-aux or new route.
- Responsible for carrier based activity on edit books.
 - ❖ Diagrams to Address Management System (AMS) for centralized delivery where applicable.
 - ❖ Accurate accounting of delivery statistics.
 - ❖ Information from carrier, through street supervision, or developer contact.
- Monitor and review carriers edit book activity prior to submission.
 - ❖ Prepare Diagrams of centralized delivery where appropriate.
- Monitor route delivery performance after growth is added.
 - ❖ Contact the district Delivery Operations Information System (DOIS) coordinator to adjust base data to reflect new delivery.
 - ❖ Monitor performance for special count and inspection.

Module 2 - Approval Process for Mode/Method of Delivery

- Local Unit
 - ❖ No approval authority
 - ❖ Local unit forwards approval and recommendation request with appropriate support documentation to District Manager, Operation Program Support
- Districts, Manager, Operations Program Support
 - ❖ Approval authority
 - Centralized – preferred
 - No approval authority for curb, side walk or door delivery
 - ❖ MOPS Role
 - Review supporting documentation
 - Approve Centralized
 - Refer to Area; Manager, Delivery Programs Support
(For curb, sidewalk and door delivery approval if appropriate with District Manager concurrence)
- Area – Manager, Delivery Programs Support
 - ❖ Approval authority for Curb – two boxes to a post (preferred T4 boxes)
 - ❖ Approval authority for Sidewalk Delivery – two boxes to a post (preferred T4 boxes)
 - ❖ Approval authority for door delivery
 - ❖ Return to District MOPS
 - ❖ Retain copy at Area

Module 3 - Appeal Process for Builders/Developers

- 1st level of appeal is to District Manager
- 2nd level of appeal is to Area Manager, Delivery Programs Support (MDPS)
- 3rd level of appeal is to Area Vice President

Module 4 - Local, District and Area Roles and Responsibilities for Approval of Mode

- Local Unit
 - ❖ Local unit forward approval request with appropriate supporting documentation to District Manager, Operations Program Support
- Districts, Managers, Operations Programs Support (MOPS)
 - ❖ Review supporting documentation
 - ❖ Approve centralized
 - ❖ Consult with District Manager (DM) prior to approving curb/sidewalk with a T4 boxes
 - ❖ Refer to Area; Manager Delivery Programs Support for door delivery approval with DM concurrence
- Area – Manager, Delivery Programs Support
 - ❖ Approval authority for door delivery
 - ❖ Return to District MOPS
 - ❖ Retain copy at Area

Module 5 - Distribution of Customer Letter Standard Operating Procedure (SOP)

- Management conducts Service Talk (see page 15), addressing with carriers Growth Management and Implementing Delivery Service to New Delivery Points
- Carrier notifies Postmaster/Manager of new development (carrier does not begin delivery until authorized)
- Postmaster/Manager sends customer letter to builder/developer
- If builder/developer does not respond to customer letter within 15 days, the Postmaster/Manager will follow up with an in person visit to delivery location
- If Postmaster/Manager has been unable to speak with builder/developer, after in person visit, then the Postmaster/Manager forwards the notification of new development to the District Growth Coordinator who should follow up with builder/developer within 30 days of initial notification

Module 6 - District, Area, and National Outreach Policy

- District: District Growth Coordinator should identify local builder associations and mail out Builders Growth Package to associations (coordinators will maintain log of which associations have received packet and date mailed)
 - Builder's Growth packet should be mailed out Quarterly to all identified associations.
- Area: Area Growth Coordinators will identify builder associations within their Area and mail out Builders Growth Package to associations (coordinators will maintain log of which associations have received packet and date mailed)
 - Builder's Growth packet should be mailed out Quarterly to all identified associations.
- National: Headquarters Growth Coordinator will identify National Builder Associations and provide them with a Builders Growth Packet (coordinator will maintain log of which associations have received packet and date mailed)
 - Builder's Growth packet should be mailed out Quarterly to all identified associations.

Included in Growth Packet:

- ❖ Builders/Developers Introduction Letter
- ❖ Publication 265 – A Residential Application Pamphlet
- ❖ Publication 265 - B Commercial Application Pamphlet
- ❖ Publication 265 - C Garden Application Pamphlet

Module 7 - Mode of Delivery Conversion Standard Operating Procedures (SOP)

- Business Mode Conversion

- ❖ Local Post Office (PO) identifies potential business conversion and conducts a 3999 to determine the actual delivery time used and potential time saving for deliveries converted to centralized delivery.
- ❖ If it is determined that there will be a significant savings, local management meets with the property owner to discuss potential mode conversion.
- ❖ If both parties agree to the conversion, then a Change in Mode of Delivery Agreement must be completed and signed by the USPS representative, property representative, District Manager and Area Vice President (AVP).
- ❖ After meeting with property owner, Local PO enters delivery mode conversion information into the Change Suspension Discontinuance Center (CSDC) website to document responsible party for payment of conversion, number of potential deliveries converted and estimated time savings after conversion.
- ❖ After Change in Mode of Delivery Agreement has been signed by all parties and the USPS Business Mode Conversion order summary has been completed, both forms are submitted to the District Growth Management Coordinator who then sends them to the HQ Growth Coordinator via email.
- ❖ Upon receiving both order forms, HQ Growth Coordinator creates an eBuy for the requested equipment and returns a copy of the eBuy # to the District Growth Coordinator so that he/she can see that an eBuy has been placed.
- ❖ Once the eBuy approval chain has been completed, the HQ Growth Coordinator will then forward a copy of both the eBuy number and purchase order number (in format "USP0#####") to the District Growth Coordinator and Florence Manufacturing so that Florence can begin fulfilling the order.
- ❖ After the local Post Office have received the equipment, the District is responsible for laying the concrete slab and installing the CBU equipment.

- ❖ Upon completion of installation, the local Post Office must go back into the CSDC website and update the conversion status to show the actual date changes were made in AMS, post installation 3999 time, post installation date, and route adjustment date.
- ❖ Follow up and monitoring of this process is completed by the District.
- ❖ HQ Delivery Operations will retain copies of conversions.
- Residential Mode Conversion
 - ❖ Customer contacts the local Post Office regarding request for mode conversion.
 - ❖ Postmaster/Manager contacts the District Growth coordinator regarding request.
 - ❖ Growth coordinator meets with customer and a Change in Mode of Delivery Agreement is completed and signed by the USPS representative, property representative, District Manager and Area Vice President (AVP).
 - ❖ Growth Coordinator forwards copies of all documents to the Manager Operations Programs Support (MOPS) to retain for 20 years.
 - ❖ If conversion requires concrete slab installation, Growth Coordinator submits request to National Facilities Response Line via email at NFRL@USPS.GOV or on the Blue Page under Essential Links, Facilities Response Line Self Service (retain copy of order with Mode of Delivery Agreement package).
 - ❖ The local Post Office enters delivery mode conversion information into CSDC website to document responsible party for financial responsibility, number of potential deliveries converted and estimated time savings after conversion.
 - ❖ Once the conversion has been completed, local Post Office conducts PS 3999 and update CSDC website with actual date changes were made in AMS, post installation PS Form 3999 date, post installation PS Form 3999 time in hours/hundredths and projected route adjustment date.

APPENDIX A – Employee Service Talk

Service Talk -- Growth Management Implementing Delivery Service to New Delivery Points

In light of today's declining letter mail and increasing package volume, there are new and convenient ways to receive mail and packages that enhance customer convenience. The Postal Service offers a variety of "package friendly" mailboxes designed to accommodate the majority of packages delivered through the U.S. Mail.

Online ordering has dramatically increased package volume and many of today's mailboxes, which were designed nearly a century ago, are too small to accommodate these parcels.

As such, many packages are delivered to doorsteps and are susceptible to weather damage and to theft. There are many aesthetically pleasing options for centralized delivery that provides customers with the convenience and security when receiving all types of mail.

The Postal Operations Manual (POM) reflects guidelines which gives the Postal Service the ability to establish the most efficient mode of delivery, including type of equipment and location of boxes.

To ensure that delivery to new addresses is implemented according to national policy, the following procedures must be adhered to:

- 1. If you notice new development activity, please notify management immediately, so that they can meet with the developer to explain their mail delivery options.**
- 2. DO NOT begin delivery to any new address without approval from the Manager/Postmaster.**
- 3. All new delivery addresses must be included in your edit book as a NO STAT until approval is given to effect delivery.**
- 4. Management will ensure that the mail receptacles for a new delivery area are installed in the correct locations and that the new delivery area is safe for you to enter, to effect mail delivery.**
- 5. After the above has been completed, the NO STAT indicator will be removed from your edit book and then you will be able to deliver to the customer on the street.**

Your responsibilities are listed in your handbooks and manuals as follows:

City Carriers: M-41 Sections 253.1 and 253.2

Rural Carriers: PO 603 Sections 164.1 and 164.2

APPENDIX B – Letter to Local Politicians



Honorable XXXXX
Address
Washington, DC XXXX

RE: Mode of Mail Delivery

Dear XXX:

The United States Postal Service is proud to continue its vital role in today's changing mail environment. That role includes the responsibility for establishing the method or mode of delivery, the type of mailbox, and location of the mailbox for each street delivery address. Centralized delivery, through the use of Cluster Box Units (CBUs), is our preferred delivery method and box type. These CBU boxes have the advantage of being "package friendly," in that they are designed to accommodate the majority of packages delivered through the U. S. mail.

Online ordering of merchandise has dramatically increased package volume. Many residential delivery mailboxes in use today are designed on the basis of specifications implemented nearly a century ago and are too small to accommodate contemporary parcel volume. As a result, packages delivered by our carriers often cannot fit into residential mail receptacles and must be redelivered, retrieved at a post office, or left on adjacent doorsteps, thereby leaving the packages susceptible to weather damage. Centralized delivery minimizes these risks.

The Postal Service is directed by statute to provide reliable and efficient service. Centralized Delivery fulfills our responsibility to safe, efficient delivery for both the customer and the Postal Service as we move into the 21st Century. Postal Operations Manual (POM) section 631.2 reflects the guidelines used by local postal managers in determining the mode through which such delivery is to be provided, including type of equipment and location of boxes. The Postal Service will continue to be available to your constituents to discuss these methods of delivery.

Please let me know if you have any questions or would like to discuss in further detail.

Sincerely,

Local Postmaster

APPENDIX C – Letter to (Local) Developers/Builders



Name
Address
City, ST XXXXX
RE: **Local** New Mode of Mail Delivery for Developers/Contractors

Dear Mr. /Ms. **XXX**:

The United States Postal Service is proud to continue its vital role in today's changing mail environment. That role includes responsibility for establishing the method or mode of delivery, the type of mailbox, and location of the mailbox for each street delivery address. Centralized delivery, through the use of Cluster Box Units (CBUs), is our preferred delivery method and box type. These CBU boxes have the advantage of being "package friendly," in that they are designed to accommodate the majority of packages delivered through the U.S. mail.

Online ordering of merchandise has dramatically increased package volume. Many residential delivery mailboxes in use today are designed on the basis of specifications implemented nearly a century ago and are too small to accommodate contemporary parcel volume. As a result, packages delivered by our carriers often cannot fit into residential mail receptacles and must be redelivered, retrieved at a post office, or left on adjacent doorsteps. This latter option leaves the packages susceptible to weather damage. Centralized delivery minimizes these risks.

The Postal Service is directed by statute to provide reliable and efficient service. Centralized Delivery fulfills our responsibility to safe, efficient delivery for both the customer and the Postal Service as we move into the 21st Century. Postal Operations Manual (POM) section 631.2 reflects the guidelines used by local postal managers in determining the mode through which such delivery is to be provided, including type of equipment and location of boxes. I am available to meet with you in the early planning stages of community development or redesign to ensure that all options are provided to you and that mailboxes are installed in an approved location. Meeting early will help avoid potential service problems or disruptions.

As a developer, we believe you will be interested in learning more about centralized mail delivery. For residents and local businesses, centralized delivery creates convenience and security benefits. For property owners it provides a valuable amenity and reduces liability and inconvenience related to lost and stolen packages.

Please let me know if you have any questions or would like to discuss in further detail.

Sincerely,

Local Postmaster/ Growth Coordinator

TITLE

TITLE

APPENDIX D – Letter to Business Owners



Subject: Mode of Mail Delivery

Dear Business Owner:

In light of today's changing mail environment, the Postal Service is working to develop efficient and effective mail delivery, including establishing the method or mode of delivery, the type of mailbox, and location of the mailbox for each address. Centralized delivery, through the use of Cluster Box Units (CBUs) is our preferred method and box type. Our Centralized Mail Delivery Program offers mailbox equipment to business properties for conversion to a centralized mail delivery method.

CBUs provide secure delivery for each tenant, an outgoing mail slot, and parcel lockers for packages. A benefit of this method of delivery is the convenience of mail receipt even if your business is closed on the weekends. The carrier continues to come to your business for items needing a signature.

This is a national initiative with significant benefits to our customers and for the Postal Service. CBUs provide security at a time when identity theft is prevalent throughout the world. CBUs also come equipped with parcel lockers that allow customers to receive large items at the delivery location without going to the USPS to retrieve them.

If you are interested in pursuing this change in delivery method or have any questions, please feel free to call me at (XXX) XXX-XXXX.

Sincerely,

Local Postmaster

APPENDIX E – Letter to Homeowner or Homeowners Association



Subject: Mode of Mail Delivery

Dear **Homeowner or Homeowner Association**:

In light of today's changing mail environment, Centralized Delivery is a convenient way to receive mail and packages that enhance customer convenience. The Postal Service offers a variety of "package friendly" mailboxes designed to accommodate the majority of packages delivered through the U.S. Mail. These mailboxes are called Cluster Box Units (CBU's). CBUs provide secure delivery for each tenant, an outgoing mail slot, and parcel lockers for packages.

This is a national initiative with significant benefits to our customers and for the Postal Service. CBUs provide security at a time when identity theft is prevalent throughout the world. CBUs include locked parcel lockers that allow customers to receive large items at their home delivery location without going to the USPS to retrieve a package. These lockers also avoid the problem of deposit of packages at adjacent doorsteps, which leaves them susceptible to weather damage. We believe CBUs represent a win-win for both residents and the Postal Service.

If you are interested in pursuing this delivery option or have any questions, please feel free to call me at **(XXX) XXX-XXXX**.

Sincerely,

Local Postmaster

APPENDIX F – Letter to Builder or Developer Associations



Name
Address
City, ST XXXXX
RE: New Mode of Mail Delivery for Builder or Developer Associations

Dear **Builder or Developer Association:**

The United States Postal Service is proud to continue its vital role in today's changing mail environment. That role includes responsibility for establishing the method or mode of delivery, the type of mailbox, and location of the mailbox for each street delivery address. Centralized delivery, through the use of Cluster Box Units (CBUs), is our preferred delivery method and box type. These CBU boxes have the advantage of being "package friendly," in that they are designed to accommodate the majority of packages delivered through the U.S. mail.

Online ordering of merchandise has dramatically increased package volume. Many residential delivery mailboxes in use today are designed on the basis of specifications implemented nearly a century ago and are too small to accommodate contemporary parcel volume. As a result, packages delivered by our carriers often cannot fit into residential mail receptacles and must be redelivered, retrieved at a post office, or left on adjacent doorsteps. This latter option leaves the packages susceptible to weather damage. Centralized delivery minimizes these risks.

The Postal Service is directed by statute to provide reliable and efficient service. Centralized Delivery fulfills our responsibility to safe, efficient delivery for both the customer and the Postal Service as we move into the 21st Century. Postal Operations Manual (POM) section 631.2 reflects the guidelines used by local postal managers in determining the mode through which such delivery is to be provided, including type of equipment and location of boxes.

As a developer, we believe you will be interested in learning more about centralized mail delivery. To find out more information, contact the Growth program administrator at Delivery.Growth@usps.gov if you have any questions.

Sincerely,

Growth Coordinator
TITLE

EXHIBIT A - Mode of Delivery Agreement



MODE OF DELIVERY AGREEMENT

This agreement outlines the commitments made by the United States Postal Service, and by the business/property owner either on its own or by and through its agent, manager, or representative (collectively, "Property Agent"), for establishment or conversion of a delivery mode and for the installation, maintenance, and replacement of a Cluster Box Unit (the "Delivery Equipment") at the site and delivery points listed below for the property addresses covered by this Agreement (individually, a "Property" and collectively, the "Properties"). The Agreement is entered into voluntarily by the parties and is for a permanent change in the mode of delivery.

I. General Information

District	
Area	
Postal Service Representative	
Property Management Company	
Management Representative	
Primary Address of Location and Addresses Covered by this Agreement	
City, State, Zip Code	
Range of Possible Deliveries (Start-End)	
Number of Possible Deliveries Converted	
Route #	

II. Commercial Property (if residential, leave blank and proceed to Section III)

This project is: **NEW CONSTRUCTION** ____ **RENOVATION** ____

Estimated 1ST Occupancy Date: ____ 10% Occupancy: ____ Completion: ____

Delivery options will be explained by Postal Service representative

<u>Type of Project</u>	<u>Deliveries</u>	<u>Equipment-Type / #</u>	<u>Pad size</u>
Office Bldg. (__ Floors)	_____	_____	_____
Shopping Mall	_____	_____	_____
Strip Mall	_____	_____	_____
Other	_____	_____	_____

ADDITIONAL COMMENTS:

- Postal Service shall:
 - Label all keys and the insides of the Delivery Equipment by suite numbers.
 - Provide an electronic directory for key distribution to tenants.

Growth and Delivery Point Management Program

- Provide a letter of introduction and instruction "How to Use the CBU and Parcel Lockers."

III. **Residential Property** (if commercial, leave blank and proceed to Section IV)

Type of Project	Deliveries	Equipment-Type #	Pad size
Apartment complex (walk)	_____	_____	_____
Apartment complex (other)	_____	_____	_____
Mobile Homes	_____	_____	_____
Townhouses	_____	_____	_____
Condos	_____	_____	_____
Single family homes	_____	_____	_____
Other	_____	_____	_____

ADDITIONAL COMMENTS:

- Customer signatures must be obtained prior to a conversion.
 - In single-family housing areas (including manufactured housing and mobile homes) where the residences and lots are owned, each owner must agree to the conversion in writing. Owners who do not agree must be allowed to retain their current mode of delivery.
 - If an owners' association or developer represents the community, it can direct the mode of delivery for the community.
 - In rental areas, such as apartment complexes and mobile home parks, the owner or manager can approve a conversion.
- When a residence is sold, the mode of delivery cannot be changed arbitrarily prior to the new resident moving in. The existing mode of delivery must be retained absent an agreement otherwise.

IV. **Equipment Provided and Installation Requirements**

EQUIPMENT (ENTER # OF PIECES)

TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V	TYPE VI	TOTAL

Comments:

DATE OF INSTALLATION: _____

Circle the Responsible Party

Property Agent	USPS	Shall pay for every cost associated with the purchase of the Delivery Equipment.
Property Agent	USPS	Shall pay for every cost associated with the issuance of keys to occupants.
Property Agent	USPS	Shall pay for every cost associated with the changing of locks to the Delivery Equipment.

Location and installation of all Delivery Equipment must be approved by Postal Service representative to confirm ready and reasonable access to the Delivery Equipment, as well as compliance with any applicable federal laws. See attached site map of complex,

for pad(s) location and box configuration onto pad(s). This notice will serve as an Agreement/Letter of Consent between the Postal Service and the Property Agent for the placement of Delivery Equipment at the agreed upon location(s) indicated on the plot map. Property Agent accepts the Delivery Equipment pursuant to the Bill of Sale in Section V below.

V. BILL OF SALE

1. In consideration for the agreement by Property Agent to modify the mode of delivery for the address(es) described in this Agreement, the USPS does hereby sell, convey, transfer and deliver to Property Agent the following personal property:

The Delivery Equipment and any fixtures to attach that Delivery Equipment to the property of the Property Agent (collectively, the "Personal Property"),

subject, however, to USPS's right to uninstall Delivery Equipment in the event that the installation and use of the Delivery Equipment on the property of the Property Agent violates any laws, rules, regulations or ordinances applicable to the USPS.

2. USPS warrants that USPS is the legal owner of the Personal Property and that the Personal Property is free of all liens and encumbrances.
3. Except as set forth in item 2 immediately above, the Personal Property is transferred in "as is" condition without representations or warranties of any kind, expressed or implied, of merchantability, fitness for a particular purpose, condition, design operation, capacity or otherwise.
4. The Personal Property shall be delivered to Property Agent on the Date of Installation agreed upon in this Agreement.
5. This Bill of Sale shall be governed by and construed in accordance with Federal law.
6. This Bill of Sale shall bind and inure to the benefit of Property Agent and the USPS and their respective successors and assigns.

VI. Installation and Maintenance

- a. Property Agent shall pay for every cost associated with the installation of the Delivery Equipment.
- b. Property Agent shall pay for every cost associated with the current and future maintenance and replacement of the Delivery Equipment, except in the limited circumstances regarding keys and locks if the Responsible Party is noted as the USPS in Section IV above.

VII. General Terms and Conditions

Binding on Successors and Assigns. Property Agent, on behalf of itself and each and every owner of the Properties, understands and agrees that this Agreement binds and shall inure to the benefit of Property Agent and to each and every owner of the Properties covered by this Agreement and their respective

successors and assigns, agents, employees, servants, tenants, occupants. All parties hereto agree that the owner of each Property shall include this Agreement in any document transferring rights in the Property to any successor in ownership for that Property. This Agreement and any obligation for future maintenance and replacement of the Delivery Equipment contained herein shall survive any expiration, termination or modification of this Agreement. Property Agent represents that it is or acts on behalf of (a) the only person or entity with an interest in the Property (b) the only person or entity with authority to enter into this Agreement and bind owner(s) to the terms and conditions set forth herein and (c) that it has the legal capacity to execute this Agreement, including but not limited to, in the case of a Property Agent that is an individual, being of sound mind, being capable of understanding the language of this Agreement, and being of the age of majority.

Notice. Any notice hereunder shall be given in writing to the party for whom it is intended to the following addresses or such future addresses as may be designated in writing:

Property Agent: Notice will be sent to the address provided for registration above.

United States Postal Service: Notice should be provided to [provide USPS contact information]

No Waiver. If either the Property Agent or USPS shall overlook, excuse, condone or suffer any default, breach, non-observance, improper compliance or non-compliance by the other of any obligation hereunder, this shall not operate as a waiver of such obligation in respect of any continuing or subsequent default, breach, or non-observance, and no such waiver shall be implied but shall only be effective if expressed in writing.

Integration. This Agreement constitutes the full and complete agreement between the parties and supersedes any and all prior representations, promises, and/or understandings pertaining to the subject matter hereof. No modifications to this Agreement are binding unless made in writing and signed by the parties.

Severability. Should any provision or provisions of this Agreement be illegal or not enforceable, it or they shall be considered separate and severable from this Agreement and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.

Interpretation, Construction, Choice of Law. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. This Agreement shall be governed by the Federal laws of the United States.

Claims and Disputes. This Agreement, and any dispute arising hereunder, is subject to the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101-7109).

Attachments. In the event that one or more Attachments are intended to be included with this Agreement, then any such Attachments appended hereto are made a part of this Agreement and are incorporated herein by this reference.

By signing below, the parties agree to be bound by the terms and conditions of this Agreement, its Bill of Sale, and any applicable attachments as determined below and attached hereto.

Attachments (circle if applicable):

USPS-MOD-A1

USPS-MOD-A2

USPS Signature and Date

Property Agent Signature and Date

District Manager Signature and Date

Area Vice President Signature and Date

EXHIBIT B – Mode of Delivery Attachment 1 – USPS Installation

USPS-MOD-A1

MOD Attachment-1: USPS INSTALLATION

*Include Attachment-1 **ONLY** if USPS agrees to install Delivery Equipment*

Installation and Temporary License Agreement

This Installation and Temporary License Agreement (hereinafter "Temporary License") is attached to, made a part of, and amends the Mode of Delivery Agreement (hereinafter "Delivery Agreement"). All capitalized terms used, but not defined, herein shall have the definition ascribed to them in the Delivery Agreement.

WHEREAS, the United States Postal Service ("USPS") and the business/property owner, either on its own or by and through its agent, manager, or representative (collectively, "Property Agent"), have agreed that USPS shall pay for every cost associated with the installation of, and shall install, the Delivery Equipment at the Property or Properties identified in the Delivery Agreement; and

WHEREAS, USPS, as agrees to install and wishes to enter upon the Property for the purpose of installing (hereinafter, the "Work") the Delivery Equipment and any fixtures used to attach the Delivery Equipment to the Property; and

WHEREAS, the Property Agent agrees to permit such Work by the USPS under this Temporary License on the following terms and conditions:

1. **Installation Agreement.** USPS and Property Agent agree that Section VI (a) of the Delivery Agreement is deleted in its entirety and replaced as follows: "USPS shall pay for every cost associated with the installation of the Delivery Equipment, subject to the terms of the Temporary License in Attachment-1."
2. **License.** Property Agent hereby grants USPS and its employees, agents, consultants, and contractors a nonexclusive, temporary license, for purposes of entering upon the Property and performing all Work necessary or desirable to install the Delivery Equipment and any fixtures used to attach Delivery Equipment to the Property, conditioned upon the further terms and conditions set forth below.
3. **License Term.** The term of this Temporary License (hereinafter, the "Term") shall commence 10 days before, and expire 30 days after the Date of Installation as described above in the Delivery Agreement.
4. **License Area.** The License Area is that area of the Property which will be more particularly delineated by the USPS and Property Agent on or prior to the Date of Installation, as explained in the Delivery Agreement. USPS shall have a right to perform the Work within the agreed-upon License Area and to access and use on a temporary basis any portion of the Property that is reasonably necessary to perform the Work.
5. **USPS's Right of Access.** The Property Agent shall, for the duration of this Temporary License, provide USPS, its employees, agents, consultants, and contractors with continual and uninterrupted access to the Property for purposes of performing the Work. USPS shall not use the Temporary License in a manner that unreasonably interferes with Property Agent's use of the Property.
6. **Installation.** USPS shall be responsible, at USPS's cost, for installation of the Delivery Equipment on the License Area, which involves work to attach the Delivery Equipment to the Property, including but not limited to the use of bolts to attach the Delivery Equipment to existing pavement and structures, the pouring of concrete to provide a level and accessible platform for

installation where pavement is not provided, and similar types of construction work. If USPS requires additional space to accommodate the Delivery Box, the License Area shall be reasonably expanded to accommodate the requirements of USPS.

7. **Maintenance of Private Property.** USPS shall be under no obligation to maintain any private property under or around the Delivery Equipment or the area where the Delivery Equipment is located. Upon installation by the Postal Service of any concrete pad to which the Delivery Equipment is attached, the concrete pad automatically becomes the property of, and the responsibility of, the Property Agent. USPS claims no rights in or to the private property upon which the Delivery Equipment is affixed nor any property surrounding the Delivery Equipment. Property Agent shall be responsible for ordinary maintenance of the property upon which the Delivery Equipment is located and the surrounding property, including, without limitation, maintenance, repair and replacement of any concrete pad to which the Delivery Equipment is attached, as well as snow, ice, and trash removal.

8. **Assumption of Work Associated Costs.** USPS expressly agrees that all the Work conducted under this Temporary License shall be performed at the USPS' sole cost and expense.

9. **Insurance.** Property Agent acknowledges that Property Agent has been informed that as an independent establishment of the executive branch of the United States Government, USPS does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, liability claims against the USPS are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c). Property Agent understands that Property Agent is responsible for obtaining any liability and property damage insurance for the Property to protect Property Agent's interests.

10. **Indemnification.** Property Agent agrees to defend, indemnify and hold harmless the USPS and its officers, employees, agents, successors and assigns ("USPS Indemnities") with counsel acceptable to the USPS in its sole discretion, from and against any and all claims, demands, actions, liability, causes of action, losses or damages, including, without limitation, claims for damages or loss to property, injuries, or death, asserted against USPS and/or the USPS Indemnities by any person or entity whomsoever arising out of the exercise by the USPS of its rights under this Temporary License or a negligent or wrongful act or omission by the Property Agent, its employees or agents or a breach by any of them of their obligations hereunder.

11. **Release.** Property Agent hereby generally and completely releases USPS from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to, on the date of, or during the duration of the Term of this Temporary License with respect to the exercise by the USPS of its rights hereunder. This Release does not release any claims for wrongful acts or omissions by a USPS employee while acting in the scope of his or her employment, any rights or claims that cannot be waived as a matter of law, or any claims for breach by the USPS of this Temporary License.

Initials: _____
Property Agent

Initials: _____
USPS

EXHIBIT C – Mode of Delivery Attachment 2 – USPS Maintenance

USPS-MOD-A2

MOD Attachment-2: USPS MAINTENANCE

*Include Attachment-2 **ONLY** if USPS agrees to maintain Delivery Equipment whether or not USPS installs the Delivery Equipment*

Maintenance and Service Access License Agreement

This Maintenance and Service Access License Agreement (hereinafter "Access License") is attached to, made a part of, and amends the Mode of Delivery Agreement (hereinafter "Delivery Agreement"). All capitalized terms used, but not defined, herein shall have the definition ascribed to them in the Delivery Agreement.

WHEREAS, United States Postal Service ("USPS") and the business/property owner, either on its own or by and through its agent, manager, or representative (collectively, "Property Agent"), have agreed that USPS shall maintain, repair and replace, as deemed necessary by the USPS, the Delivery Equipment at the Property or Properties identified in the Delivery Agreement;

WHEREAS, USPS agrees to maintain, inspect, repair, replace, as deemed necessary by USPS, and, in specified circumstances below, remove (hereinafter, the "Work") the Delivery Equipment and any fixtures used to attach the Delivery Equipment to the Property and wishes to enter upon the Property for such purposes; and

WHEREAS, the Property Agent agrees to permit such Work by the USPS on the following terms and conditions:

1. **Installation Agreement.** USPS and Property Agent agree that Section VI (b) of the Delivery Agreement is deleted in its entirety and replaced as follows: "USPS shall pay for every cost associated with the current and future maintenance, repair and replacement of the Delivery Equipment, and the removal of the same under the circumstances set forth in Attachment-2, except in the limited circumstances regarding keys and locks if the Responsible Party is noted as the USPS in Section IV above.
2. **License.** Property Agent hereby grants to USPS and its employees, agents, consultants, and contractors a nonexclusive license to enter onto the Property for the purpose of performing the Work.
3. **Termination.** Both Property Agent and USPS shall have the right to terminate this Access License at any time with sixty (60) days prior written notice to the other. Upon Property Agent's termination of this Access License, USPS shall be relieved of its responsibilities to perform maintenance, repair, replacement, or removal upon or to the Delivery Equipment.
4. **License Area.** The License Area is that area of the Property which will be more particularly delineated by the USPS and Property Agent on or prior to the Date of Installation, as explained in the Delivery Agreement. USPS shall have a right to perform the Work within the agreed-upon License Area and to access and use on a temporary basis any portion of the Property that is reasonably necessary to perform the Work.
5. **USPS's Right of Access.** The Property Agent shall, for the duration of this Access License, provide USPS, its employees, agents, consultants, and contractors with continual and uninterrupted access to the Property for purposes of performing the Work. USPS shall not use the Access License in a manner that unreasonably interferes with Property Agent's use of the Property.

6. **Repairs, Maintenance, Inspection.** USPS shall maintain, inspect, and repair the Delivery Equipment at no cost to Property Agent, such repairs and maintenance to be limited to those repairs and maintenance deemed necessary by USPS to ensure the functionality of the Delivery Equipment. Property Agent agrees to ensure that the Property, Delivery Equipment, and License Area are easily accessible for such purposes by USPS, in accordance with Section 5 of this Access License above. Without limiting the foregoing, USPS claims no rights to the Property and no responsibility for maintenance of the License Area, including the maintenance of any concrete pad to which the Delivery Equipment is attached. Property Agent shall be responsible for maintenance and repair of the Property, including, without limitation, the License Area, which maintenance and repair obligations shall include, without limitation, maintenance and repair (and replacement if deemed necessary by the USPS) of any concrete pad to which the Delivery Equipment is attached, as well as snow, ice, and trash removal.

7. **Maintenance of Private Property.** USPS shall be under no obligation to maintain any private property under or around the Delivery Equipment or the area where the Delivery Equipment is located. Upon installation of any concrete pad to which the Delivery Equipment is attached, the concrete pad automatically becomes the property of, and the responsibility of the Property Agent.

8. **Removal.** The Property Agent grants to USPS permission to remove the Delivery Equipment, at any time during this Access License, if the installation, use or maintenance thereof violates any laws, rules, regulations or ordinances applicable to the USPS. Upon completion of any removal, this Access License shall terminate. USPS shall not have any obligation to restore the Property to its condition it was in prior to the installation of the Delivery Equipment. Property Agent acknowledges and agrees that such removal may interfere with Property Agent's use and operation of the Property for a period of time, such period not to exceed ten (10) days, subject to delays for causes beyond the reasonable control of the USPS.

9. **Assumption of Work Associated Costs.** USPS expressly agrees that the Work conducted under this Access License shall be performed at the USPS' sole cost and expense.

10. **Insurance.** Property Agent acknowledges that Property Agent has been informed that as an independent establishment of the executive branch of the United States Government, the USPS does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, liability claims against the USPS are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c). Property Agent understands that Property Agent is responsible for obtaining any liability and property damage insurance for the Property to protect Property Agent's interests.

11. **Indemnification.** Property Agent agrees to defend, indemnify and hold harmless the USPS and its officers, employees, agents, successors and assigns ("USPS Indemnities") with counsel acceptable to the USPS in its sole discretion, from and against any and all claims, demands, actions, liability, causes of action, losses or damages, including, without limitation, claims for damages or loss to property, injuries, or death, asserted against USPS and/or the USPS Indemnities by a person or entity whomsoever arising out of the exercise by the USPS of its rights under this Access License or a negligent or wrongful act or omission by the Property Agent, its employees or agents or a breach by any of them of their obligations hereunder.

12. **Release.** Property Agent hereby generally and completely releases USPS from any and all claims, liabilities and obligations, both known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring prior to, on the date of, or during the duration of this Access License with respect to the exercise by USPS of its rights hereunder. This Release does not release any claims for wrongful acts or omissions by a USPS employee while acting in the scope of his or her employment, any rights or claims that cannot be waived as a matter of law, or any claims for breach of this Access License.

Initials: _____
Property Agent

Initials: _____
USPS



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: UPDATE OF EROSION CONTROL RESOLUTION

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> OTHER

Submitted: 09/12/2017 Work Session: 09/25/2017 Council Meeting: 09/25/2017

DEPARTMENT: Engineering and Community Development

BUDGET IMPACT: N/A

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to approve a resolution to adopt an updated Erosion Control Policy in the City of Fairburn.

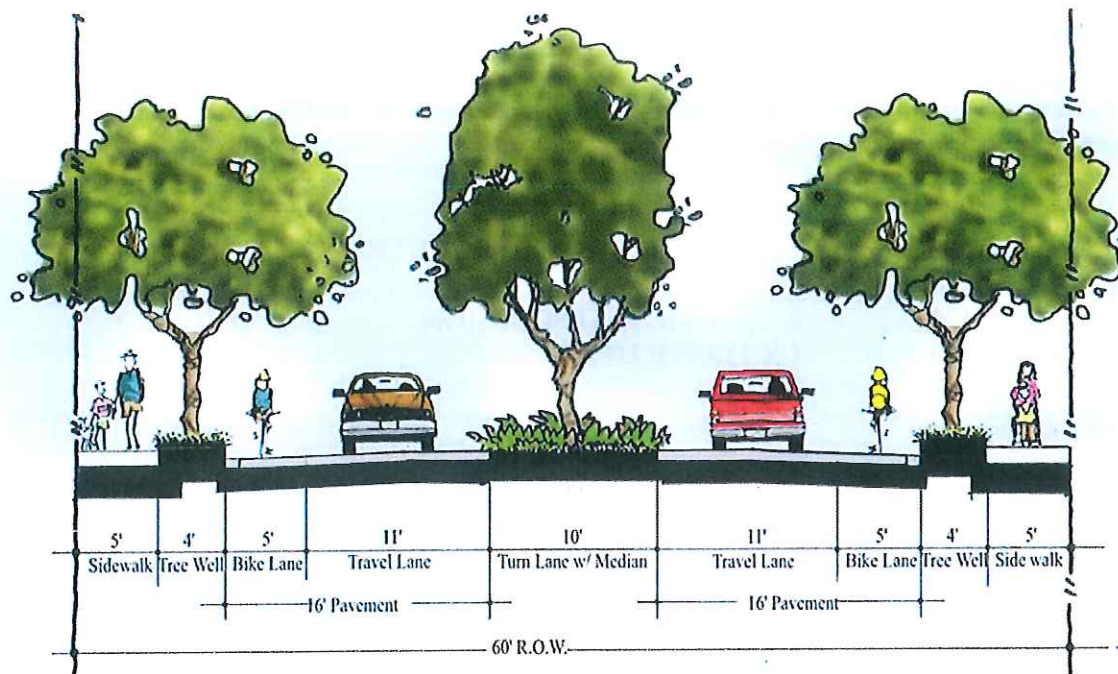
HISTORY: The City of Fairburn is designated as a Local Issuing Authority and its ordinances must comply with the state issued National Pollutant Discharge Elimination System (NPDES) permit.

FACTS AND ISSUES: OCGA12-7-4 states that local governing authorities shall adopt a comprehensive ordinance governing land disturbing activities.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council adopt the updated erosion control resolution.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



Senate Bill 101

By: Senators Watson of the 1st, Jackson of the 2nd, Ligon, Jr. of the 3rd, Williams of the 19th, Tolleson of the 20th and others

AS PASSED

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 7 of Title 12 of the Official Code of Georgia Annotated, relating to the
2 control of soil erosion and sedimentation, so as to provide for a buffer against coastal
3 marshlands within which certain land-disturbing activities are prohibited; to provide for
4 exceptions and variances; to provide for related matters; to provide for effective dates; to
5 repeal conflicting laws; and for other purposes.

6 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

7 SECTION 1.

8 Chapter 7 of Title 12 of the Official Code of Georgia Annotated, relating to the control of
9 soil erosion and sedimentation, is amended in Code Section 12-7-3, relating to definitions,
10 by redesignating paragraph (10.1) as paragraph (10.2) and by adding three new paragraphs
11 to read as follows:

12 "(2.1) 'Coastal marshlands' shall have the same meaning as in Code Section 12-5-282."

13 "(10.1) 'Maintenance' means actions necessary or appropriate for retaining or restoring
14 a currently serviceable improvement to the specified operable condition to achieve its
15 maximum useful life. Maintenance includes emergency reconstruction of recently
16 damaged parts of a currently serviceable structure so long as it occurs within a reasonable
17 period of time after damage occurs. Maintenance does not include any modification that
18 changes the character, scope, or size of the original design."

19 "(13.1) 'Serviceable' means usable in its current state or with minor maintenance but not
20 so degraded as to essentially require reconstruction."

21 SECTION 2.

22 Said chapter is further amended in subsection (b) of Code Section 12-7-6, relating to best
23 management practices and minimum requirements for erosion and sedimentation control, by
24 deleting "and" at the end of division (b)(15)(D)(ii), by replacing the period with "; and" at
25 the end of division (b)(16)(C)(ii), and by adding a new paragraph to read as follows:

26 "(17)(A) There is established a 25 foot buffer along coastal marshlands, as measured
27 horizontally from the coastal marshland-upland interface, as determined in accordance
28 with Part 4 of Article 4 of Chapter 5 of this title, the 'Coastal Marshlands Protection Act
29 of 1970,' and the rules and regulations promulgated thereunder, except:

30 (i) Where the director determines to allow a variance that is at least as protective of
31 natural resources and the environment;

32 (ii) Where otherwise allowed by the director pursuant to Code Section 12-2-8;

33 (iii) Where an alteration within the buffer area has been authorized pursuant to Code
34 Section 12-5-286;

35 (iv) For maintenance of any currently serviceable structure, landscaping, or
36 hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths,
37 retaining walls, bulkheads, and patios; provided, however, that if such maintenance
38 requires any land-disturbing activity, adequate erosion control measures are
39 incorporated into the project plans and specifications and such measures are fully
40 implemented;

41 (v) Where a drainage structure or roadway drainage structure is constructed or
42 maintained; provided, however, that adequate erosion control measures are
43 incorporated into the project plans and specifications and such measures are fully
44 implemented;

45 (vi) On the landward side of any currently serviceable shoreline stabilization
46 structure; and

47 (vii) For the maintenance of any manmade storm-water detention basin, golf course
48 pond, or impoundment that is located entirely within the property of a single
49 individual, partnership, or corporation; provided, however, that adequate erosion
50 control measures are incorporated into the project plans and specifications and such
51 measures are fully implemented.

52 (B) No land-disturbing activity shall be conducted within any such buffer and a buffer
53 shall remain in its current, undisturbed state of vegetation until all land-disturbing
54 activities on the construction site are completed, except as otherwise provided by this
55 paragraph. Once the final stabilization of the site is achieved, a buffer may be thinned
56 or trimmed of vegetation so long as a protective vegetative cover remains to protect
57 water quality and aquatic habitat; provided, however, that any person constructing a
58 single-family residence, when such residence is constructed by or under contract with
59 the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any
60 time so long as a protective vegetative cover remains to protect water quality and
61 aquatic habitat.

62 (C) On or before December 31, 2015, the board shall promulgate rules and regulations
63 that:

64 (i) Contain criteria for the grant or denial by the director of requests for variances
65 pursuant to this paragraph, including where an alteration within the buffer area has
66 been authorized pursuant to a permit issued by the United States Army Corps of
67 Engineers under Section 404 of the Federal Water Pollution Control Act of 1972, as
68 amended, or Section 10 of the Rivers and Harbors Act of 1899; provided, however,
69 that adequate erosion control measures are incorporated into the project plans and
70 specifications and such measures are fully implemented; and

71 (ii) Provide for variances by rule, subject to specified conditions, for certain
72 categories of activities within the buffer that will have minimal impact on the water
73 quality or aquatic habitat of the adjacent marsh, including where the area within the
74 buffer is not more than 500 square feet; provided, however, that adequate erosion
75 control measures are incorporated into the project plans and specifications and such
76 measures are fully implemented.

77 (D) The board may adopt rules and regulations that provide for an expedited process
78 for certain categories of activities within the buffer based on the size, scope, location,
79 and character of the proposed activity within the buffer.

80 (E) The buffer requirements of this paragraph shall not apply to crossings for utility
81 lines that cause a width of disturbance of not more than 50 feet within the buffer;
82 provided, however, that adequate erosion control measures are incorporated into the
83 project plans and specifications and such measures are fully implemented.

84 (F) The buffer shall not apply to:

85 (i) Any land-disturbing activity conducted pursuant to and in compliance with a valid
86 and effective land-disturbing permit issued subsequent to April 22, 2014, and prior
87 to the effective date of this Act; provided, however, that adequate erosion control
88 measures are incorporated into the project plans and specifications and such measures
89 are fully implemented; or

90 (ii) Any lot for which the preliminary plat has been approved prior to the effective
91 date of this Act if roadways, bridges, or water and sewer lines have been extended to
92 such lot prior to the effective date of this Act and if the requirement to maintain a
93 25 foot buffer would consume at least 18 percent of the high ground of the platted lot
94 otherwise available for development; provided, however, that adequate erosion
95 control measures are incorporated into the project plans and specifications and such
96 measures are fully implemented."

97

98 **SECTION 3.**

99 Said chapter is further amended by revising division (b)(15)(A)(i) of Code Section 12-7-6,
100 relating to best management practices and minimum requirements for erosion and
101 sedimentation control, as follows:

102 "(i) As provided by ~~paragraph~~ paragraphs (16) and (17) of this subsection;"

103 **SECTION 4.**

104 This Act shall become effective upon its approval by the Governor or upon its becoming law
105 without such approval for purposes of promulgating rules and regulations and shall become
106 effective on December 31, 2015, for all other purposes.

107 **SECTION 5.**

108 All laws and parts of laws in conflict with this Act are repealed.