



**CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
August 14, 2017
6:00 P.M.**

WORKSHOP AGENDA

- I. Council Discussion
Carvir Group Executive Search Update (Council)
- II. Agenda Items for Council Meeting at 7:00 pm
- III. Adjourn to Regular Meeting



**CITY OF FAIRBURN
CITY HALL
56 Malone Street
Fairburn, GA 30213
August 14, 2017
7:00 P.M.**

REGULAR AGENDA

The Honorable Mayor Mario Avery

The Honorable Lydia Glaize
The Honorable Elizabeth Hurst
The Honorable Hattie Portis-Jones

The Honorable Alex Heath
The Honorable Pat Pallend
The Honorable James Whitmore

Stephen Hood
Stephanie Tigner
Valerie Ross

Interim City Administrator
Interim City Clerk
City Attorney

- I. MEETING CALLED TO ORDER:**
- II. ROLL CALL:**
- III. INVOCATION:**
- IV. PLEDGE OF ALLEGIANCE:**
- V. PRESENTATION:**
- VI. PUBLIC COMMENTS:** Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than six (6) minutes; further in the event more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date.
- VII. ADOPTION OF THE COUNCIL AGENDA:**
- VIII. APPROVAL OF CITY COUNCIL MINUTES:** City Council Minutes of July 24,

2017.

X. AGENDA ITEMS:

1. City Clerk Executive Search Recruiting Agreement (Council)
2. City of Fairburn Defined Contribution Retirement Program (Council Member Hurst)
3. Collins Law Firm Lease Agreement (Administration)
4. Approval of Award for Comprehensive Managed Services for Information Technology and GIS (Administration/I.T./Finance)
5. Playful City Signage Placement (Parks & Recreation)
6. Master Service Agreement with Integrated Science and Engineering (Utilities)
7. Virlyn B. Smith Street Lighting (Utilities)
7. Vendor Service Agreement for Energy Assistant Program – LIHEAP (Utilities)
8. 2017 Smart Cover Renewal (Utilities)
9. Digger Derrick (Utilities)
10. 2017 LMIG Off System (Engineering)
11. Fulton County Cooperation CDBG Agreement for 2018-2020 and Adoption of the Resolution (Engineering)

XI. COMMENTS FROM COUNCIL:

XII. ADJOURN:

XIII. EXECUTIVE SESSION:

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
CITY HALL
56 Malone Street
Fairburn, GA 30213
July 24, 2017
7:00 P.M.**

POST PRELIMINARY MINUTES

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

The Honorable Mayor Mario Avery

The Honorable Lydia Glaize
The Honorable Elizabeth Hurst
The Honorable Hattie Portis-Jones

The Honorable Alex Heath
The Honorable Pat Pallend
The Honorable James Whitmore

Stephen Hood
Stephanie Tigner
Randy Turner

Interim City Administrator
Interim City Clerk
City Attorney

- I. MEETING CALLED TO ORDER:** by Honorable Mayor Mario Avery at 7:02 pm
- II. ROLL CALL:** members present were Council Member Lydia Glaize, Council Member Alex Heath, Council Member Elizabeth Hurst, Council Member Hattie Portis-Jones and Council Member James Whitmore. Council Member Pat Pallend arrived at 7:27 pm
- III. INVOCATION:** was provided by Mayor Mario Avery.
- IV. PLEDGE OF ALLEGIANCE:** was recited in unison.
- V. PRESENTATION:**
 1. Proclamation in recognition of Dr. Gunter and Lewie Dunn for their Historical research on the Soldier Boys Monument

Council Member Lydia Glaize provided Mayor and Council with an overview of the recognition of Dr. Gunter and Lewie Dunn for their research on the Soldier Boys

Monument.

Lewie Dunn provided historical background on the Soldier Boys Monument. Mr. Dunn began with a story about the first time he met Sheriff Jenkins. He said Dr.

Gunter and I are compiling some work to be published on the monument, era and the soldiers of Campbell County to honor them. I was a surprised to be honored by the Mayor and Council. I appreciate the honor and it is a privilege to live in the City and be a part of the community. Mr. Dunn said I am a seventh generation family to live here in the City.

Dr. Gunter said I am from New York originally; it is my honor and I am very happy to be a part of this. As a college professor and a historian, I believe in the angelical power of history and the real pleasure in sharing stories on the national level down to the local level. Dr. Gunter stated that he met Mr. Dunn a year ago and began to delve into the remarkable experience this community took part in; the Great War of 1910. He asked everyone to please remember the monument when you pass it and that he hopes to commemorate the 100th anniversary in May 2019.

Ms. Lila Rhimes said she has learned about her great grandfather through history, stories and articles that were passed down. She said her family had deep roots in Fairburn. Ms. Rhimes mentioned her grandmother lived in the City until she passed at the age of 94. Ms. Rhimes then thanked the Mayor and Council for the recognition. She said her grandfather would be proud to see what we are doing for the City of Fairburn and the soldiers.

Mayor Avery read the proclamation into the record.

Campbell County Soldier Boys Monument

Whereas, in April of 1917 President Woodrow Wilson called for a declaration of war against Germany and thereby entered the United States in World War I; and

Whereas, there were over 4.7 million American men and women sent to serve across all branches of the military with a total of 116,516 paying the ultimate price of their lives by being killed in action, from disease or other causes and over another 200,000 wounded; and

Whereas, Sheriff George E. Jenkins of Campbell County, GA served as the head of the local Selective Service Administration and was responsible for being first in the state of Georgia to raise its quota of soldiers; and

Whereas, Fifteen days after the armistice was declared to begin negotiating the treaty of Versailles – effectively ending World War I, Campbell County began fundraising for the construction of a monument to honor its local heroes; and

Whereas, the Campbell County Soldier Boys Monument pays homage to those that were killed in battle, died in camp, died in service or were wounded in battle: 24 soldiers of the Army and one Marine, both black and white; and

Whereas, the monument is the first permanent monument built by popular subscription in Georgia and possibly the United States and was unveiled on May 21, 1919, prior to the founding of the American Legion and the Tomb of the Unknown Soldier in Arlington National Cemetery; and

Whereas, the Campbell County Soldier Boys Monument was originally erected downtown in Campbell County's seat, Fairburn, GA-which later became a part of Fulton County, the monument was moved to Holly Hill Memorial Park in Fairburn in 1968; and

Whereas, Dr. Michael Gunther and Fairburn resident Mr. Leward Dunn were responsible for discovering the historic status of the Soldier Boys Monument and had it included in the World War I Memorial Inventory Project - giving proper due to a monument that honors those who gave "THEIR ALL FOR DEMOCRACY AND FREEDOM OF THE WORLD".

NOW, THEREFORE, I, Mario B. Avery and the six members of the City Council for the City of Fairburn do recognize and honor Dr. Michael Gunther and Fairburn resident Mr. Leward Dunn for honoring and documenting the history of the Campbell County Soldier Boys Monument - Georgia's, and possibly the Nation's, oldest WWI Monument of its kind this 24th day of July, 2017.

2. Fire Department Presentation

Interim City Administrator Stephen Hood introduced the Deputy Fire Chief Fore and the C-Shift crew.

Deputy Fire Chief Fore said we are in the people business and we take the responsibility seriously. He said we are going to meet the needs and exceed the needs of our citizens; we take this very seriously. We are all here for one reason, and that is to serve the people of the City of Fairburn. On July 14, 2017, the Fairburn Fire Department C-Shift did that. They went beyond what we would normally do. He said when he received the phone call from Battalion Chief Fuqua I almost began to cry; very emotional. When you help another human being a level that these men and women helped this individual it will bring tears to your eyes; it will make you prideful and thankful that you work with such professional in

such a wonderful City.

Battalion Chief Fuqua began to explain the circumstances surrounding the good deed. He said an elderly gentleman with some medical issues approached the crew. He said he wanted to sit down. We invited him in, and one of our firefighters went to get him a cold glass of water. The gentleman began to brag about the cold glass of ice water. The gentleman told him the refrigerator, and air condition unit has been out for over a year. The crew wanted to know how the gentlemen stayed cool and hydrated. We sat with him for a while, and we heard stories about his past; his life and the changes he has seen in the City. The gentleman has been in Fairburn all of his life. Battalion Chief Fuqua reminded everyone that there was a time when Fulton County supplied the elderly and residents throughout the City with fans during the summer. He started to explain to them he had not eaten in (4) days; we wanted to know why. The gentleman said that he had no money and his car was not working. Crews immediately went to the Dollar Store to get non-perishable food items, cases of water and other necessities to get him through the weekend. After we had collected the food, we delivered the items to him. We decided to do a little more; we approached Fairburn Pawn Shop where we purchased a window unit. Domino's Pizza provided us with a free pizza. The crew went to Fairburn Home and Furniture to see if we could buy a stove or refrigerator. The manager suggested for us to take the item that is the biggest need and he would donate. Battalion Chief Fuqua said we picked up a stove and we will be installing it in a few days. The car that was inoperable was towed by A Plus Wrecker and took to Gowens Garage. Gowens Garage then repaired his car at no charge. The repairs to the car were over \$500. Be a blessing to you and pass it on to someone else. He said we are all about customer service, but customer service goes to a certain point. In Fairburn, we say that we are family. Well, being a family is going past customer service; it is taking an extra step. He said "to see someone take out of their pocket to help someone". The acts of kindness were done not only by the people that are working for you in the City but by the businesses in the City; willingly.

VI. PUBLIC COMMENTS: There were no public comments.

VII. ADOPTION OF THE COUNCIL AGENDA:

Council Member Whitmore made a motion to adopt the Council Agenda of July 24, 2017, with Consent Agenda Items #5- Georgia Military College Lease Agreement and #8 Council Member Portis-Jones with providing the second. **The motion carried.**

VIII. CONSENT AGENDA

5. Georgia Military College Lease Agreement (Administration/Building & Property)

Council Member Glaize made a motion to approve the Georgia Military College

Lease Agreement with Council Member Heath providing the second. **The motion carried.**

8. Approval of Envirosight Sewer Camera (Utilities)

Council Member Whitmore made a motion to approve the Envirosight Sewer Camera in the amount of \$74,821 with Council Member Hurst providing the second. **The motion carried.**

IX. APPROVAL OF CITY COUNCIL MINUTES: City Council Minutes of June 12, 2017 and July 10, 2017.

Council Member Hurst made a motion to approve the City Council Minutes of June 12, 2017, with Council Member Whitmore providing the second. **The motion carried.**

Council Member Heath made a motion to approve the City Council Minutes of July 10, 2017, with Council Member Portis-Jones providing the second.

Council Member Portis-Jones stated there was a correction to her comments in the "*Council Comment Section*". She said "to keep Councilman Heath in our prayers." The correction was noted and has been corrected. **The motion carried.**

Council Member Hurst stated for the record; she noted Council Member Pallend is in attendance.

Interim City Clerk, Stephanie Tigner noted that Council Member Pallend arrived at the meeting at 7:27 pm.

X. AGENDA ITEMS:

1. 2017 Mid-Year Budget Requests (Finance)

Finance Director Ed Holloway said the original budget we started with for 2017 was in the amount of \$37.8M the first cut was to raise the budget by \$1.6M, but we cut it down again by \$600K. The budget of \$38.7M the budget is now \$300K less than the original budget.

Council Member Glaize made a motion to approve the 2017 Mid-Year Budget Requests with Council Member Heath providing the second.

Council Member Hurst said you gave us the vacancy and the project payroll schedule and I do not see the Human Resources Clerk. The Human Resource Clerk salary was

also adjusted, not only was the City Clerk salary adjusted, the H.R. Clerk was adjusted. I do not see that.

Finance Director Ed Holloway said that would have been an increase in the budget. What I was trying to do was to look at vacancies. He directed everyone to view the spreadsheet with the colors. He said the City Clerk (department 1310) there is no savings because we are projecting the City Clerk would be there to the end of September. The Assistant City Clerk position we are not paying any dollars against because we have not filled the position. So, what I am projecting that I will get a full twelve months savings out because I am not anticipating the position will be filled by September 30th. So we are going to get an additional \$52K there. All I am looking at are positions that are going to generate more savings. He said with the Human Resources Clerk that is an additional, (I did not calculate) but it is an additional \$5K, but it is not in here. I am trying to anticipate where my savings will come from.

Council Member Hurst said "I am confused. If that is an additional \$5K, the \$5K is not much that was paid to the Human Resources Director. She said, "If you add the \$5K, if it's \$5K that you gave to the Human Resources Clerk there is still quite a balance left over for the Human Resources Director's salary".

Finance Director Ed Holloway said for the Human Resources Director (department 1540) position I am only anticipating (6) months' worth of savings because Mr. Johnson was here for (6) months. I did not put in any savings in here for the Human Resources Coordinator.

Council Member Hurst said well that is why I am confused. You said you did not put it in because you are showing a (6) months savings for the Human Resources Director because we have not hired him.

Finance Director Ed Holloway said "yes ma'am.

Council Member Hurst said if you go back to the City Clerk, the City Clerk was taking up to a certain salary.

Finance Director Ed Holloway said "yes, \$78K. He said that is what is currently being paid.

Council Member Hurst said that's correct, but I am still confused because we are not currently paying the Human Resources Director the \$88K, but we are subsidizing the Human Resources Coordinator salary, so there is some money in there that is not being saved.

Finance Director Ed Holloway said I could go back and adjust for that savings. I was attempting to be conservative for the large dollars. I did not if you will, deduct the Human Resources Coordinator's increase from here. I can be more exact and now put cost additions. Now, I will have to anticipate overtime, etc.

Council Member Hurst said we still have not hired a Human Resources Director. Some of the (6) months of savings are being paid to the Human Resources Coordinator now.

Council Member Glaize asked for Mr. Holloway to provide an overview of the Mayor and Council budget, the corrected copy.

Finance Director Ed Holloway said what we have done to the budget for Mayor and Council is that when I first did the mid-year budget, I forecast where I thought the expenses would be; that was erroneous on my part. He said highlighted in blue are those line items for Mayor and Council for training; those budgets are fixed. If there is \$12K or \$20K, those budgets are fixed and based on the actuals. The schedules now will reflect actuals and no forecast for those line items. **The motion carried.**

2. Approval of Contract with the Carvir Group to Conduct an Executive Search for the City Administrator Position (Council Member Lydia Glaize, Council Member Elizabeth Hurst and Mayor Pro Tem Hattie Portis-Jones)

Interim City Administrator Stephen Hood provided Mayor and Council with a brief overview of the Contract with the Carvir Group to Conduct an Executive Search for the City Administrator Position.

Council Member Glaize said it was a good faith effort on the part of the Mayor and staff to move forward to get us a qualified City Administrator in place that did not yield to the best candidate, so we did not get one put before us. We do know this City must have a great Administrator for us to go from good to great. We would like to thank Chief Hood for standing in the position for one year and holding the reigns of this great City. She said the City of College Park has brought in some great folks working for them in the capacity of City Administrator and Police Chief and this group has been responsible for helping to vet the process. So, we would like to utilize the group to help us complete the process in getting a great City Administrator on board.

Council Member Hurst said I am very excited to have the Carvir Group. It is my understanding they will be presenting to us, 5-7 candidates. She stated that they would be completing the background and reference checks. I look forward to them coming on board to do the work. She then stated, "Chief, I appreciate all that you

have done and all that you continue to do for the City of Fairburn." I think that this group coming on board will take a lot of the stress from the staff here and you all can do other things. They can start recruiting using their database. Hopefully, we can use the same group to look for other positions within the City that are available and as they come available.

Council Member Glaize made a motion to approve the Carvir Group Contract to Conduct an Executive Search for the City Administrator Position with Council Member Hurst providing the second.

Mayor Avery said this protocol or this process is a break away from our established City Charter. The Charter clearly states recruit, vet and bring a recommendation to the Council. He asked for clarification as to when the candidates are presented for recommendation what is the process.

Council Member Glaize said it is my understanding the group will do the leg work for you and bring 5-7 thoroughly vetted candidates to you and you begin the process and provide to us your top (2 or 3) candidates. So, they will vet and provide you with 5-7 candidates and from there where the Charter says that you provide to us with a nominee there has been a process of P.I.E. that you initiated, and we thank you for that.

Mayor Avery asked if the Carvir Group would quantify the candidates.

Council Member Glaize said the Carvir Group would not quantify at all.

Mayor Avery asked if there was an accelerated process. He wanted to know the timeframe.

Council Member Glaize said we communicated to the Carvir Group that we were looking for an efficient and fast process.

Mayor Avery said this is very workable for me. My goal was not to delay the process. I am going to be very candid despite the Charter's layout I am open to it for the City Administrator position. He said I was going to have the City Administrator open the Human Resources Director position tomorrow or the day after but by the time the City Administrator arrives the job will be closed and the duty of the incoming City Administrator will be to hire a Human Resources Director.

Council Member Hurst asked if Human Resources Director position will be advertised on the website and will we conduct the interviews?

Mayor Avery said the person that will be hired their primary job would be to vet the

candidates.

Interim City Administrator Hood said he allowed me to delay it and it was delayed too long.

Council Member Hurst said since we have an Interim City Clerk, is that the same process we will use for the Interim City Clerk? You (*Mayor*) will then come before us with your recommendation; we still have an Interim City Clerk.

Mayor Avery said my goal with the City Clerk position is to see how this process will work for the City Administrator position first before I say that I am willing to surrender that authority. One of the things that I am looking for is the process and the efficiency as it relates to the final candidates. If the group brings the level of candidates that I believe this body can approve as a City Administrator, I am willing to surrender and do a similar thing, but that would be once the person is hired and I can look at it from start to finish.

Council Member Heath said I was looking at the \$18,750 and once you hire someone it is an extra 15%. He said that seems to be an exuberant amount of money to be paying. I think if we put it out for bid we may find someone to do it for a lot less.

Mayor Avery said my concern is the time that is against me. I am willing to go along with this is to have a few weeks with Chief Hood to sit with the person.

Council Member Portis-Jones said I would like to clarify the statement made by Council Member Heath. The contract states if more than one executive level is hired in connection with the work performed by the Carvir Group it will be 15% of each of those salaries. So, the \$18,750 is 15% of the City Administrator's salary; it is not in addition.

Mayor Avery wanted to know what budget line item will be used.

Council Member Portis-Jones said the reason why I am in support of this is that we have gone through the process of trying to hire a City Administrator all of us were unhappy with the level of candidates that we received. I think we all concluded that we needed to widen our net regarding recruitment and we needed someone with the expertise and the focus to recruit, vet and have a clear understanding of what it is that we are looking for in a City Administrator. She said when those 5-7 candidates are submitted to you Mayor we will be able to choose among those candidates. She said what I do not want to see happen is to get 5-7 candidates that we are unhappy with. Council Member Portis-Jones said I know we are on a short timeframe. I think we

need to be cognizant that it may take longer than we anticipate if we do not get the response that we need.

Council Member Glaize said the Mayor and Chief Hood opened this up. We have applicants, but they will take those applicants and their database and provide us with 5-7 candidates from both of those pools. She then responded to Council Member Heath's statement. She said the Carvir Group did reduce their fees. The fee was much higher. They reduced the cost substantially as the Mayor had already advertised the job and had several candidates.

Mayor Avery said my goal was to provide the (8) candidates that I have vetted. I have selected my top (4). I am providing all (8) candidates to the firm to vet to see if their recommendations are my picks. **The motion carried.**

3. Approval of the Proposed Voting Precincts (Council Member Glaize, Council Member Elizabeth Hurst, Council Member James Whitmore, Council Member Alex Heath and Mayor Pro Tem Portis-Jones)

Council Member Glaize made a motion to increase the voting precincts for the City of Fairburn for the upcoming election to include Harvest Rain Church and Open Word Ministries and to continue the utilize First Baptist Church with Council Member Hurst providing the second.

Council Member Pallend stated I am not in any way shape form or fashion saying anything negative about any religious institution. But, one of the reasons giving when all of this was going on is that the legitimate reason why we requested this is that people wanted separation of church and state; and now we have (3) churches.

Council Member Hurst said I am not going to respond to Council Member Pallend. She said we all know that during a Presidential Election more people will go out to vote more so than a Municipal Election. In our last Presidential Election, there were long lines, and I expect the next Presidential Election to have long lines. I am in total agreement to have (3) polling places in the City of Fairburn. I believe it is very conducive to the number of voters in Fairburn.

Council Member Portis-Jones said yes, you are correct Council Member Pallend that is how the conversation began because we received complaints. She said, but here is the reality of it, we do not have buildings. Our largest buildings are religious institutions so being able to find space to accommodate the requirements of the election commission these are the options. First Baptist was approved the last time and the fact that we have grown there will be long lines while voting. It is incumbent

upon us to expand the voting precincts however we are limited as to our building options to accommodate that. So, that is why I agree to accept the proposal to move from one religious institution to (2) additional facilities that are strategically and geographically placed in the City of Fairburn.

Council Member Glaize said I only heard that people were being invited to come back to the church. She said as a Christian that did not bother me. She said as it would be at (3) churches, I would expect our City Clerk to notify the church they would not be allowed to do that. Council Member Glaize said it was not done when I went to vote because I voted early. She said it needs to be a clear delineation that we are using the facility.

Council Member Pallend asked if the Board of Election has stated that our circumstances need to change.

Interim City Clerk said no. **The motion carried with Council Member Pallend voting "No."**

4. Approval of the M.O.U with Habitat for Humanity (Administration/Council Member Lydia Glaize)

Interim City Administrator Stephen Hood provided Mayor and Council with an overview of the Memorandum of Understanding with Habitat for Humanity.

Council Member Hurst made a motion to approve the Memorandum of Understanding with Habitat for Humanity with Council Member Heath providing the second.

Council Member Glaize said in the presentation was short at the last meeting. She stated that they did not provide all of the support services that are included. Those support services did not go into a lot of detail, but they did name the Repair and Paint Up and Veterans program. Council Member Glaize said we are one of (8) cities that they have increased their footprint and I think the misconception is that G.I.C.H. wants to utilize Habitat for Humanity to build homes in the Lightning Community; that has never been the consideration. We did consider there were ((16) homes that were built in the Lightning area that does need repair and paint up and would be a strong candidate for the programs with Habitat for Humanity if indeed we entered into an M.O.U.

Council Member Heath said the process with the G.I.C.H team is that we are trying to go and rehabilitate areas that are blighted. This is an excellent opportunity to have an additional source. Fairburn P.P.G. agreed to provide paint for these homes at no cost.

Also, when you go in the areas and rehab the areas look better, people feel better and crime seems to flee.

Council Member Glaize said we just heard from our fireman that we have someone in the City that did not have a stove; that did not have a working air conditioning system. There are a lot of people that live in the City that have those same needs. She then provided an example of a resident that was a former school system employee. She said the partnership with Nehemiah Program along with local businesses assisted the resident.

Mayor Avery asked if there is any expectation of financial output.

Council Member Glaize said 100% of all of the monies would come from private donors; they are not expecting any money to come from the City.

Mayor Avery thanked Council Member Glaize for the clarification about not coming into Lightning to build new homes; eventually, I do expect you to come into the Lightning area to build homes at some point. He said I believe the staff has discussed the infrastructure; unfortunately the Lightning area is impacting St. John's subdivision; when they end up in the area. He wanted to know what is the vision or what do you think will happen? This may not happen now, but in a year or two down the road, we should have a discussion.

Interim City Administrator Stephen Hood said I would refer back to our earlier discussion that Mayor and Council agreed that we wanted to make sure the infrastructure is adequate before we moved forward in Lightning, St. John's and the surrounding communities. He said it is his understanding that Habitat for Humanity will not do any building; just rehabilitation. City Administrator Hood said the housing inventory should not be delayed or be impacted by this.

Council Member Portis-Jones said I asked in the workshop if this item could be postponed until after the Strategic Planning Retreat to discuss in detail our vision and what we want for this City regarding community development and housing. She said in reading the M.O.U. I do not see any reference to what has been described tonight about what Habitat is going to do; that is not in the M.O.U. If that is what they are going to do my recommendation would be to revise the M.O.U. because it does not say that. Council Member Portis-Jones said the M.O.U. talks about property gentrification, building, it does not talk about rehabilitation. The report that was given by the (2) members of the GICH team, the council did not have previous knowledge of that. I believe that we should discuss this in more detail at the Strategic Planning Retreat.

Council Member Portis-Jones made a substitute motion to revise the M.O.U to reflect the work of Habitat for Humanity that has been described. **The motion failed** for lack of a second.

Council Member Whitmore stated I did listen to the presentation that was presented and the Repair and Paint Up and the Veterans program and all of the things they will be providing; is great. We also have an out; if this is not the case. **The motion carried.**

6. Approval of 2017 Laser Show Vendor (Recreation)

Council Member Heath made a motion to approve the 2017 Laser Show Vendor for \$10,000 with Council Member Portis-Jones providing the second.

Council Member Heath asked if this is the same vendor used last year. He said the company charged \$7500 why they had increased the price?

Parks and Recreation Director Chapin Payne said "yes."

D'Avante Parks said the vendor provided the City with a discount for the last two years.

Council Member Heath said the program became redundant and it did not flow too well.

D'Avante Parks said there was an incident with one of their employees so midway they had to switch the staff to take over.

Council Member Glaize wanted to know the budget for the event. Is it approved at \$7500 or \$10,000?

Parks and Recreation Director Chapin Payne said "\$10,000".

Council Member Hurst said I have notice advertisements about the Laser Show so it seems that you already step ahead of the Council meeting assuming that it would be approved here tonight. I have seen the flyers and other information about the Laser Show. I think we need to look at the cost as \$10,000 is a lot of money. I do understand how many people we bring to the. If approved, I am asking staff to go back if we plan to this next year. Council Member Hurst suggested to not advertise until the item is approved.

Parks and Recreation Director Chapin Payne said we did go out to obtain additional

quotes and they came back significantly higher.

Council Member Pallend said to offer the company \$5,000 and see what they say.

Council Member Glaize said the Laser Show is something that I know families and the kids enjoy. My only concern is the price went up by \$2500 for the City, and we are attempting to be fiscally sound; that is a grave concern. She then expressed her concerns with the upcoming Fall Festival event.

Council Member Whitmore said there were some issues last year and for them to come back and up the price, I think the vendor should prove that their act is together with the engineering.

Council Member Whitmore made a substitute motion to approve the 2017 Laser Show Vendor as Georgia Event Specialist for \$7,500 with Council Member Portis-Jones providing the second. **The motion carried.**

7. Approval of Digger Derrick from Altec (Utilities)

Council Member Glaize made a motion to hold agenda item #7 Approval of the Digger Derrick from Altec to bring back additional information with Council Member Heath providing the second. **The motion carried.**

9. Approval of Bucket Truck from Altec (Utilities)

Council Member Glaize made a motion to approve the Bucket Truck from Altec in the total amount of \$150,496 with annual lease payments of \$37,079 per year for (5) years to include interest with Council Member Heath providing the second. **The motion carried.**

10. Approval of Jet/Vac Machine (Utilities)

Council Member Pallend made a motion approve the Jet/Vac Machine off of a State Contract for \$393,949 funds to come from the Water/Sewer Bond proceeds with Council Member Heath providing the second.

Council Member Portis-Jones wanted to know if this is a one-time payment. What is your source of funds?

Utilities Director Tom Ridgway stated "yes"; water/sewer bonds. There is a little over \$2M left. After some discussion, **the motion carried.**

XI. COMMENTS FROM COUNCIL:

Council Member Whitmore said the dedication ceremony was nice and we recognized our historians. He acknowledged Council Member Glaize for taking the lead and getting the proclamation moving. Council Member Whitmore recognized the Fairburn Fire Department for their tremendous efforts to assist a resident. He said, "They are not just walking the walk they are talking the talk." He said those businesses that contributed to the success of this story could be recognized at a council meeting.

Council Member Heath acknowledged the Fire Department. He said I am thankful that we are a City that has passion for others. Council Member Heath stated since the passing of his mother there has been an outpour of support from the Council and staff; it meant so much to me, thank you.

Council Member Hurst congratulated the Fairburn Fire Department. She said not only are they, great men and women, fighting fires and providing other medical attention for our citizens here in Fairburn; they are also great humanitarians. You can have one career but yet and still you have a heart. Council Member Hurst sent kudos to the following local businesses Domino's Pizza, Fairburn Home and Furniture, Fairburn Pawnshop and Gowens Garage; they did a fantastic job. She went on to explain the feeling to have a car repaired at no cost and not having a working air conditioning system. She said it is a blessing and thanked everyone involved in this act of kindness; I know that he appreciates it.

Council Member Glaize thanked Mayor and Council for their strong support of the work performed by Dr. Gunter and Fairburn resident Lewie Dunn on the Soldier Boy Monument and what it means to the City. I think it is an opportunity to bring back history and celebrate that this City was a very forward thinking City in 1919 with Sheriff Jenkins and what he did when he had the monument erected. She acknowledged his great granddaughter Ms. Lila Rhimes and her sons for coming out tonight. The history of a City should never be overlooked, and it should never; not be in the forefront. You progress because you know where you came from and appreciate it. I see it as an opportunity to show the appreciation for the work that has been done in the City before this group came in to legislate. She recognized the City of Fairburn Fire Department and the C-Shift "Fairburn's Faithful"; firemen and women could not have made a better statement about who this great City desires to be from one to another. She then stated their faithful leader who has been leading the City has that same kind of heart and has now permeated beyond the Fire department; as the head goes so does the City. Council Member Glaize said that we appreciate the great work of the Chief being who he is. She acknowledged Council Member Heath. She said, "we are still praying for you." We know

this is still early in your great loss and there is nothing you can't ask that we will not do. We appreciate you being here. Council Member Glaize said there is some additional information for Repair with Kindness with Habitat for Humanity; this is for South Fulton residents/veterans, and they want to repair and paint. We have the advertisements, and the meeting has taken place. They are requesting for those that are interested to sign up online so that your house or your friend's house that may be veterans can be considered first for the Repair Up Program for South Fulton. She announced there are some flyers in the foyer for veterans in the community that may need help. We appreciate them sending the information.

Council Member Pallend had no comment.

Council Member Portis-Jones congratulated the Fairburn Fire Department for the outstanding work that they do and how they so easily will reach out and help when necessary. She said, "I am not surprised." There are more stories like that we do not publically recognize (inaudible) the Fire Department is doing all the time. What is even more amazing are the businesses that reached out to help. I am so proud to be associated with them by being in the community with them. So, I want to publically thank Fairburn Pawn, Domino's Pizza, Gowen's Garage, Fairburn Furniture and A Plus Wrecker for stepping up and lending a helping hand; thanks again. Council Member Portis-Jones recognized Fairburn resident Mr. Lewie Dunn and Dr. Gunter for the proclamation they received. I have never talked with a more passionate person than Mr. Dunn. I am looking forward to the book he is writing about the Soldier Boys Monument and other historical significance here in Fairburn. Council Member Portis-Jones said I wanted to be clear, "I am not or did not oppose Habitat for Humanity or the work that it does; that was not my objection. My objection was to the memorandum which does not clearly state that; that is what they will be doing. In fact, what has presented to us was about building homes; affordable green homes, that is in the language. If that is not what they will be doing why would that not be in the memorandum of understanding with the company"?

Mayor Avery congratulated Mr. Lewie Dunn and Dr. Gunter for their presentation. He thanked Fire Chief Hood and the Fire Department for their great work. He thanked staff citywide. He said in the last two weeks I had an opportunity to speak with residents and business owners. Mayor Avery publically acknowledged every elected and appointed official current and past that I have worked with during the time I have served as Mayor in this City. In 98 days from now there will be a new Mayor selected in this City. I wanted to say "thank you." I have been blown away by the outpouring of calls received from Mayors from outside of the state, as well as council members and local municipalities that have wished me well. Mayor Avery said our best days are still ahead of us. I hope we make a mark in this City and in this region that will be talked about for decades.

XII. ADJOURN:

Council Member Hurst made a motion to adjourn into Executive Session for (1) Pending Litigation Matter with Council Member Heath providing the second. **The motion carried.**

XIII. EXECUTIVE SESSION:

Council Member Heath made a motion to exit out of Executive Session with Council Member Whitmore providing the second. **The motion carried.**

Council Member Hurst made a motion to reconvene the meeting with Council Member Heath providing the second. **The motion carried.**

Council Member Glaize made a motion to authorize the Mayor to execute the settlement agreement for the Service Delivery Strategy with Council Member Heath providing the second. **The motion carried.**

Council Member Whitmore made a motion to adjourn the meeting with Council Member Heath providing the second. **The motion carried. The meeting adjourned at 9:22 pm.**

Interim City Clerk, Stephanie Tigner

Mayor, Mario Avery



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF CONTRACT FOR THE CARVIR GROUP TO CONDUCT AN EXECUTIVE SEARCH FOR THE CITY CLERK POSITION

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

Submitted: 08/11/2017 Work Session: 08/14/2017 Council Meeting: 08/14/2017

DEPARTMENT: City Council: Council Member Lydia Glaize, Council Member Elizabeth Hurst, Mayor Pro Tem Hattie Portis-Jones

BUDGET IMPACT: The fees are non-contingent and are based on a fixed fee of \$12,000. In addition to the professional fees, the Carvir Group will submit reimbursement for direct out-of-pocket expenses related to the search (i.e., candidate and consultant travel, lodging and related expenses). All expenses will be billed for direct expenses as incurred on a monthly basis. No expenses over \$100 will be incurred without prior approval from the City of Fairburn.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve an additional contract with the Carvir Group to conduct a local and national executive search to fill the City Clerk position.

HISTORY: Since January 25, 2016, the City of Fairburn has been without a permanent City Clerk.

FACTS AND ISSUES: None.

OPTIONS: None.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the contract as presented.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

Search Agreement and Statement of Work

Honorable Mario Avery, Mayor
City of Fairburn, GA



July 27, 2017

PROFESSIONAL FEES AND EXPENSES

For



City of Fairburn, GA

Consistent with the standards of the executive search profession, our fees are non-contingent and are based on fixed fee of \$12,000.00 for the City Clerk position we are seeking to fill. In addition to the professional fees, we are reimbursed for expenses related to the search. These include all direct out-of-pocket expenses (candidate and consultant travel, lodging and related expenses) incurred on your behalf. You will be billed for these direct expenses as incurred on a monthly basis.

It is our practice to bill the estimated fee in three (3) installments. Our initial installment of one-third (1/3) of the expected total fee is due upon your acceptance of our proposal. We may agree to begin work on the assignment upon your verbal approval and in advance of receipt of a signed proposal letter from you. In that event, the first billing will become due at the time your consent is given. The first billing is a minimum retainer and is not refundable. Expenses will be included in subsequent monthly billings.

The second installment will be billed 30 days from the initial installment. At the conclusion of the search engagement, we will provide a final billing, which will be for the entire fee less any and all previous payments. In the event that more than one executive is hired in connection with the work performed by the Carvir Group, a full professional fee of 15% of the first year salary for each executive hired will be due. Invoices are due and payable upon receipt.

Either party may discontinue this assignment by 30 day written notification at any time prior to the conclusion of the search. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of cancellation. No additional professional fees will be billed beyond the initial retainer and second installment (if already billed).

GUARANTEE

Should a new employee hired as a result of a referral by the Carvir Group resign or is terminated for cause within 180 days of the employee start date, the Carvir Group shall provide a suitable replacement candidate at no additional charge (except for reasonable expenses). Exclusions to this provision would include termination due to a reduction in force or a material change in the new employee's work assignment and/or reporting relationship.

OFF-LIMITS POLICY

Once a search agreement has been executed and a candidate hired by the City of Fairburn, the Carvir Group agrees not to approach that employee or any other employee for a period of one year without the prior knowledge and consent of the City of Fairburn.

FEE AND BILLING ARRANGEMENT

It is our customary practice to bill estimated fees in three (3) installments. Our out-of-pocket expenses, including travel and lodging, are reimbursable and will be billed to you monthly. No expenses over \$100 will be incurred without prior approval from the City of Fairburn. You, of course, retain the right to cancel the search engagement at any time, in which case your obligation would only be for our accrued fees and expenses to that point. We will work with you to limit the expenses incurred on your behalf.

Acceptance:

The Carvir Group

City of Fairburn, GA


Virgil Fludd

Name

President
Title

Title

July 27, 2017
Date

Date

STATEMENT OF WORK

The Carvir Group will identify, evaluate and present candidates to fill the City Clerk position to the Mayor and City Council.

INTRODUCTION/BACKGROUND

The City of Fairburn has engaged The Carvir Group (TCG) to fill the open City Clerk position. The position has been vacant for some time and it is imperative that the role be filled as quickly as possible. TCG provides executive recruiting and management consulting services for clients throughout the country. The firm was established in 1992 and has developed a reputation for quality, results and a commitment to its clients. We have an in-house team of consultants with various backgrounds and over 100 years of professional experiences. We have worked with a wide array of organizations including multinational corporations, startup companies, non-profits, higher education and government entities.

SCOPE OF WORK

TCG has consulted with the City of Fairburn to determine the desired and necessary skills, competencies, experience, and personal characteristics of potential candidates. A recruitment profile will be completed describing the position, potential candidate markets and the key criteria for the position.

Candidates will be identified and sourced from across the country. A series of interviews will be conducted to evaluate their suitability based on the selection criteria. We will coordinate with Mayor, City Council and staff staff to review any additional candidates that have been identified by sources other than TCG. We will conduct additional interviews with those individuals to develop a final list of the 5 to 7 most qualified individuals to fill the position. We will conduct additional background checks for these final candidates. The background checks will include personal and business references as well as verification of education.

PERIOD OF PERFORMANCE

The final list of candidates will be available to the City of Fairburn no later than September 22, 2017. This assumes that we receive a commitment to move forward on the search assignment by August 15, 2017.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: GMA DEFINED CONTRIBUTION RETIREMENT PROGRAM

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

Submitted: 08/11/2017 Work Session: 08/14/2017 Council Meeting: 08/14/2017

DEPARTMENT: Council Member Elizabeth Hurst

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to discuss changing the current vesting period from 5 to years.

HISTORY:

FACTS AND ISSUES:

RECOMMENDED ACTION: For City Council to have discussion and possible action.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

Stephanie Tigner

From: Elizabeth Hurst <lizcarrhurst@gmail.com>
Sent: Friday, July 28, 2017 10:59 AM
To: chiefhood@fairburn.com
Cc: Mario Avery; stigner@fairburn.com; aheath@fairburn.com; pjp111@comcast.net; Lydia Glaize; James Andrew Whitmore; hportisjones@gmail.com
Subject: Council Agenda - 8/14/17 - City of Fairburn Retirement Plan

Good morning:

I am requesting the above subject is placed on the council agenda for August 14, 2017. This item will be presented by Randy Logan, Director, Retirement Field services & Defined Contribution Retirement Program at GMA.

I had a meeting with Mr. Logan on Wednesday, July 26, to get an update on our Plan as it relates to "valuation/funding requirements for our Plan, employees in plan, and an overview of our Defined Benefit Retirement Plan Agreement. I also asked the question of changing our vesting period from 5 to 7 years. Mr. Logan will address the "proposed" vesting change at the August 14 meeting. I am looking to Council for your input of this proposal; a report will be provided to Council of surrounding municipalities vesting policy.

If there are any further questions regarding this agenda item, please feel free to contact me. Thank you.

Sent from my iPad

"Our lives begin to end the day we become silent about things that matter"

Dr. Martin Luther King

Councilwoman Elizabeth Carr Hurst
Fairburn, GA City Council
(c) 470- 755-0083
(o) 770-774-9688



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Lease Renewal with Collin's Law, LLC at 7 NW Broad Street

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

Submitted: 08/9/2017 **Work Session:** 08/14/2017 **Council Meeting:** 08/14/2017

DEPARTMENT: City Administration

BUDGET IMPACT: As an extension of the previous lease agreements with Collins Law, LLC, the City of Fairburn will continue to collect rental payments in the monthly amount of \$1,500.00. Any rental payment not paid on or before the tenth day of the month to the City shall incur a late fee in the amount of \$50.00.

PUBLIC HEARING? (☐) Yes (☒) No

PURPOSE: For Mayor and Council to approve Mr. H. Clay Collins of Collin's Law, LCC's request to renew his firm's lease at 7 NW Broad Street effective September 1, 2017 continuing until December 31, 2018.

HISTORY: With a great working history, the City of Fairburn has rented the property at 7 NW Broad Street to Collin's Law, LLC for the past several years. The firm's current agreement extension is scheduled to end December 31, 2017. At this time, Collin's Law LLC is requesting consideration of a renewal on their lease.

FACTS AND ISSUES: Mr. H. Clay Collins of Collins Law, LLC whose firm currently occupies 7 NW Broad Street Fairburn, GA 30213 has written the City to request the opportunity to exercise the Renewal Option set forth in Paragraph 2 of the current Lease Agreement.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approves Mr. H. Clay Collins of Collin's Law, LCC's request to renew his firm's lease at 7 NW Broad Street effective September 1, 2017 continuing until December 31, 2018.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

LEASE AGREEMENT

This Lease ("Lease") is entered into as of the 1st day of September, 2017, (the "Effective Date") by and between **Collins Law, LLC**, a Georgia limited liability company, and H. Clay Collins, Individually, as Personal Guarantor ("Tenant"), and the **City of Fairburn, Georgia**, a municipal corporation of the State of Georgia ("Landlord").

RECITALS:

WHEREAS, Landlord is the owner of certain property in downtown Fairburn, which is more particularly described in Exhibit A attached hereto and incorporated herein (the "Premises"); and

WHEREAS, Tenant desires to rent from Landlord, and Landlord desires to rent to Tenant, the Premises on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Rental Agreement. Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. Tenant shall have the exclusive right to use, for the term hereof, the Premises.

2. Term; Renewal Option. The Term of this Lease shall commence on September 1, 2017, and shall continue in effect until 11:59 p.m. on December 31, 2018, unless sooner terminated as hereinafter provided. The Lease may be renewed upon agreement by both parties.

3. Rent. Tenant agrees to pay to Landlord a fixed gross rent ("Rent") during the Term in the amount of \$1,500.00 per month, each monthly payment of rent being due on the fifth (5th) day of the month. Any rent payment during the Term of the Lease not paid on or before the tenth (10th) day of the month shall obligate Tenant to pay, in addition to the monthly rent, a Late Fee in the amount of fifty dollars (\$50.00). Rent payments shall be made payable to the City of Fairburn, and shall be delivered to the attention of the City Administrator, 56 Malone Street, Fairburn, Georgia 30213.

4. Use of Premises; Subleasing. The Premises shall be used by Tenant, its invitees, guests, employees, representatives, assigns, sub-lessees, and successors solely for the operation of law offices. Tenant shall not sublease the Premises or any part thereof without obtaining the Landlord's prior written permission; provided, however, the Landlord's permission shall not be unreasonably withheld.

5. Maintenance and Repair of Premises.

(a) Throughout the Term of this Lease, Tenant shall be responsible for and shall make such necessary repairs to maintain the Premises in good order and repair. Such repairs shall include ordinary and reasonable maintenance to electrical and plumbing systems and fixtures. Landlord shall be responsible for all

repairs and replacements to heating and air conditioning equipment, and any and all repairs and replacements which exceed ordinary and reasonable maintenance to electrical and plumbing systems and fixtures.

(b) Landlord shall provide all exterior maintenance on the Premises, including the exterior walls, roof, mowing and maintenance of the yard and parking lot; provided, however, that Tenant shall reimburse Landlord for the cost of any repairs required by damages caused by Tenant, its invitees, guests, employees, representatives, assigns, sub-lessees, and successors.

(c) At the end of the Term of this Lease, Tenant shall return possession of the Premises to Landlord in good condition and repair, natural wear and tear excepted.

(d) Tenant acknowledges that the Premises is a national historical landmark; accordingly, Tenant will not commence any non-emergency repair, or renovation, or improvement to the Premises without first having submitted plans for same to Landlord and having obtained the Landlord's written permission.

6. Signage. Tenant shall be permitted to erect and maintain one (1) business sign, which is aesthetically consistent with the historical and architectural style of the Premises. Any such sign must be approved in advance by Landlord, and must otherwise be in conformance with the ordinances and permitting requirements of the City of Fairburn. Tenant shall not erect any other placards or signs, whether intended to be temporary or permanent, on the Premises - in no event, shall any placard or sign be attached to the building.

7. Utilities / Taxes. Tenant shall be responsible for all sewerage, water, gas, electricity, garbage pick-up, cable, communication and other utilities serving the Premises. Tenant shall be responsible for payment of all personal property taxes, permit fees, occupational taxes, and any and all other taxes and fees imposed as a result of Tenant's occupancy and use of the Premises.

8. Casualty; Restoration. In the event that the Premises shall be damaged or destroyed by fire or other casualty and neither Landlord nor Tenant elects to terminate this Lease, Landlord shall proceed with reasonable diligence to rebuild and repair the Premises to substantially the condition in which the same existed immediately prior to the casualty. During the period from the occurrence of the casualty until Landlord's repairs are completed, Tenant's obligation to pay Rent shall be abated.

9. Tenant Indemnity. Tenant shall not permit any liens to be filed against the Premises as a result of Tenant's activities hereunder, and if any liens are filed, then Tenant, at its sole cost and expense, will cause them to be immediately released of record or transferred to bond, or other security reasonably approved by Landlord. Tenant shall indemnify and hold harmless Landlord from any cost, loss or expense, including, without limitation, reasonable and incurred attorneys' and experts' fees, to the extent arising from gross negligence or willful misconduct of Tenant or Tenant's employees, agents, tenants, guests, or invitees or contractors at or about the Premises.

10. Insurance and Indemnity.

(a) Tenant shall maintain in full force and effect throughout the Term of this Lease a commercial general liability insurance policy in an amount not less than one million dollars (\$1,000,000.00), protecting against any and all claims for damages or injury to person or property or for loss of life or property occurring upon, in, or about the Premises, and arising out of Tenant's occupancy of the Premises. Tenant shall, upon written request by Landlord, furnish Landlord with a copy of the insurance certificate evidencing that such a policy of insurance is in full force and effect.

(b) Landlord agrees to maintain insurance on the Premises against all perils covered under a normal fire and casualty insurance policy. If the Premises are damaged or destroyed by such fire or casualty, Landlord, at its option, may elect to restore the Premises, subject to the availability of such insurance proceeds. Alternatively, the Landlord may elect to terminate this Lease, at which time Tenant shall be relieved of any obligations thereunder. Tenant is solely responsible for the loss of or damage to any building contents, without regard to the cause of the loss or damage.

11. Quiet Enjoyment of Premises. Tenant shall and may peaceably and quietly have, hold, occupy, use and enjoy, and shall have the full, exclusive and unrestricted use and enjoyment of the Premises subject to the terms and provisions hereof.

12. Landlord's Access to Premises. Landlord shall have the right to enter upon the Premises at any time upon a forty-eight (48) hour written notice during normal business hours. Landlord may enter the Premises at any time in the event of an emergency.

13. Brokerage. Landlord and Tenant each represent and warrant to the other that each has dealt with no broker or other intermediary in connection with this transaction.

14. Tenant Default. If Tenant fails to observe or perform any of the provisions of this Lease required to be observed or performed by Tenant, provided that Tenant has received from Landlord written notice of Tenant's alleged Lease violation and Tenant fails to cure same within thirty (30) days after such notice, Landlord may, at Landlord's option, terminate this Lease by giving ten (10) days' written notice to Tenant, and shall be entitled to demand and recover from Tenant all due and unpaid rent, including late payment fees, plus the actual costs incurred by Landlord in vacating the Premises and enforcing the Lease, including reasonable attorney's fees. Landlord's exercise of the option to terminate the Lease shall not preclude Landlord from seeking judicial remedies against Tenant.

15. Landlord Default. If Landlord fails to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, provided that Landlord has received from Tenant written notice of Landlord's alleged Lease violation and Landlord fails to cure same within thirty (30) days after such notice, Tenant may, at Tenant's option, terminate this Lease by giving ten (10) days' written notice to Landlord. Tenant's exercise of the option to terminate the Lease shall not preclude Tenant from seeking judicial remedies against Landlord.

16. Notices. Any notice or other communication provided for in this Lease shall be in writing and must be either (i) served by personal delivery, (ii) made by facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Landlord: City Administrator
 City of Fairburn, Georgia
 56 Malone Street
 Fairburn, Georgia 30213

With copy to: City Clerk
 City of Fairburn, Georgia
 56 Malone Street
 Fairburn, Georgia 30213

If to Tenant: H. Clay Collins
 Collins Law, LLC
 7 West Broad Street
 Fairburn, Georgia 30213

Any such notice or communication shall be deemed to be given, if delivered in person, on the date delivered, if made by facsimile transmission, on the date transmitted, or, if sent by overnight courier service, on the date sent as evidenced by the bill of lading. Any party may designate, at any time, by giving three (3) days' written notice to the other party hereto, any other address in substitution of the foregoing address for that party set forth above.

17. Waiver. No waiver by either party of any breach of any of the covenants or conditions contained herein by the other party shall be construed as a waiver of any subsequent breach of the same or any other covenant or condition.

18. Governing Law. This Lease shall be construed in accordance with the laws of the State of Georgia.

19. Section Headings. The Section headings contained in this Lease are for convenience only and shall in no manner be construed as a part of this Lease.

20. Entire Agreement. This Lease supersedes all prior discussions and agreements between the parties hereto or any of the respective officers, directors, employees, or agents with respect to the matters contained herein, and this Lease constitutes the sole and entire agreement with respect thereto. Any representation, inducement, promise, or agreement, whether oral or written, between the parties or any of their respective officers, directors, employees, or agents that is not embodied herein shall be of no force and effect.

21. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

22. Severability. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of any such term, covenant or condition to persons or circumstances other than those as to which they have been held invalid or unenforceable, shall not be affected thereby, and this Lease and each term, covenant or any condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

23. Relationship of the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein, nor any acts or the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

24. Authority. Each party executing this Lease on behalf of Landlord and Tenant represents that he or she is duly authorized to execute this Lease on behalf of Landlord or Tenant, as the case may be, and that the execution and delivery of this Lease has been authorized by all necessary corporate or partnership action. Landlord and Tenant agree to provide the other upon request reasonable evidence confirming the existence of such authority.

25. No Estate In Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sales, and not assignable by Tenant except pursuant to the express terms of this Lease.

26. Recordable Memorandum. Tenant may record a memorandum of this Lease in the real estate records of Fulton County, Georgia, which memorandum Landlord shall execute upon Tenant's request.

27. Upkeep of Grounds. Landlord shall be responsible for the reasonable and ordinary upkeep of the yard and landscape.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their respective duly authorized officers and their respective seals to be hereunto affixed the day and year first above written.

[SIGNATURES ON NEXT PAGE]

LANDLORD:

CITY OF FAIRBURN, GEORGIA

Mario B. Avery, Mayor

Date: _____

ATTEST

Stephanie Tigner, Interim City Clerk

Date: _____

Note:

Attached will be the following exhibits:

Exhibit A Description of Premises

TENANT:

COLLINS LAW, LLC

H. Clay Collins, Owner

Date: _____

***INDIVIDUALLY, and as Personal
Guarantor***

H. Clay Collins, Personal Guarantor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Approval for City Staff to move forward with awarding InterDev as the winning bidder for the Comprehensive Managed Services for Information Technology and Geographical Information Services RFP and begin contract negotiations.

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

Submitted: 08/2/2017 Work Session: 08/14/2017 Council Meeting: 08/14/2017

DEPARTMENT: City Administration

BUDGET IMPACT: As the contract has not been finalized, the total amount cannot yet be confirmed. However, upon approval from City Council, staff will move forward in negotiating the proposed contract from InterDev to begin at \$19,700/month. NOTE: This quote does not include the cost for our recent need to fill the duties of our previous IT Coordinator. This cost will be expected to increase.

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to support the Selection Committee's decision in awarding InterDev the winning bid for the Comprehensive Managed Services for Information Technology and Geographical Information Services Request for Proposal. Upon approval, staff will move forward with negotiating and finalizing a contract for services with InterDev.

HISTORY: For the past several years, the City of Fairburn has supplemented its IT Staff with contracted IT services on an as needed project basis with some additional remote support. A temporary support Contract was and is currently in place with a vendor as the RFP process transpired in selecting a permanent IT services provider.

FACTS AND ISSUES: In 2017, City Council determined that the City was better served by a "comprehensive managed services" approach for IT planning and support. It is the desire of the City to consolidate this management under one partnership agreement with a qualified firm or group to support the entire IT environment.

At the beginning of this process, there was one full-time internal staff resource dedicated to IT operations. The City currently receives all GIS from County and Regional Commission resources. It has been determined that the successful contractor will manage both IT and GIS efforts and will report to the City Administrator. The selected provider will provide all professional IT staff and services to achieve a complete managed IT & GIS mission.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council support the Selection Committee's decision in awarding InterDev the winning bid for the Comprehensive Managed Services for IT and GIS Request for Proposal and allows staff to move forward in negotiating a finalized contract.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

Mayor

Mario Avery

Mayor Pro Tem

Hattie Portis-Jones

City Council

Lydia Glaize

Alex Heath

Elizabeth Carr Hurst

Pat Pallend

James Whitmore

MEMO

TO: Mayor and Council

FROM: Chief Stephen Hood, Interim City Administrator

SUBJECT: RFP for IT & GIS Managed Services

Dear Mayor and Council,

In 2017, the City Council determined that the City was better served by a "comprehensive managed services" approach for IT planning and support. It is the desire of the City to consolidate this management under one partnership agreement with a qualified firm or group to support the entire IT environment. At the beginning of this process, there was one full-time internal staff resource dedicated to IT operations. The City receives all GIS from County and Regional Commission resources. It has been determined that the successful contractor will manage both IT and GIS efforts and will report to the City Administrator. The selected provider will provide all professional IT staff and services to achieve the following mission:

- 1) Provide an **on-site** resource(s) on a regular, weekly schedule that can support all the City **Technology and GIS support requirements** for operations according to the terms specified in this document.
- 2) Support the current and future IT infrastructure assessment and planning needs by developing, organizing, and advising City Management regarding the creation of a Three-Year (3) IT Technology Strategic Plan.
- 3) Provide the City with comprehensive security planning and services including backup and disaster recovery, Antivirus, Malware, email archiving, managed firewall services and twice yearly security scanning.
- 4) Provide GIS planning and services for all City departments with a focus on providing online interactive mapping and visualization tools using the ESRI product suite for use by both internal City Staff and by the citizens of Fairburn.

CITY OF FAIRBURN



Earlier this year, City staff began the process of acquiring the assistance needed for comprehensive managed services for Information Technology and Geographical Information Services by requesting proposals from qualified vendors and organizations. At this time, we are requesting authorization from City Council to begin the negotiation process for a finalized contract with the selected vendor.

The bid packet was posted on May 15, 2017 at 2:00 PM and submissions were received until June 22, 2017 4:00 PM. The below advertisement was advertised on the City of Fairburn Bids and Proposals website, GLGA, and ran in the South Fulton Neighbor Newspaper for five consecutive weeks (5/24/2017 – 6/21/2017):

The City of Fairburn is accepting sealed proposals from qualified vendors of Information Technology Managed Services. It is the desire of the City to consolidate this management under one partnership agreement with a qualified firm or group to support the entire IT environment. Currently there is one full-time internal staff resource dedicated to IT operations. The City receives all GIS from County and Regional Commission resources. The successful contractor will manage both IT and GIS efforts and will report to the City Administrator. The selected provider will provide all professional IT staff and services to achieve the following mission:

- 1. Provide an on-site resource(s) on a regular, weekly schedule that can support all the City Technology and GIS support requirements for operations according to the terms specified in this document.**
- 2. Support the current and future IT infrastructure assessment and planning needs by developing, organizing, and advising City Management regarding the creation of a Three-Year (3) IT Technology Strategic Plan.**
- 3. Provide the City with comprehensive security planning and services including backup and disaster recovery, Antivirus, Malware, email archiving, managed firewall services and twice yearly security scanning.**
- 4. Provide GIS planning and services for all City departments with a focus on providing online interactive mapping and visualization tools using the ESRI product suite for use by both internal City Staff and by the citizens of Fairburn.**

A bid packet may be obtained from the City Administrator's Office, 56 Malone Street S.W. Fairburn, GA 30213 or from www.fairburn.com.

To be considered, interested parties should send one electronic (.pdf) version of a fully responsive proposal. All proposals must be received on June 22, 2017 by 4:00 p.m. Proposals can be emailed to hnguyen@fairburn.com or mailed to:

Hang Nguyen
Assistant to the City Administrator
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN



e-mail: hnguyen@fairburn.com

On May 25, 2017 through June 22, 2017, any interested proposer may inspect the existing City IT infrastructure. An elective (non-mandatory) pre-bid meeting will be held at City Hall (56 Malone Street S.W. Fairburn, GA 30213) on June 7, 2017 at 10:00 AM. Any additional questions may be submitted to management for response by June 16, 2017. All questions must be requested in writing and will be answered in writing. Proposals will be opened at City Hall on June 26, 2017 and evaluated by a selection committee.

By responding to this RFP there is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request. The City reserves the right to reject any or all proposals submitted as it deems appropriate and in the best interest of the City.

A pre-bid meeting was held on June 7, 2017 at 10:00 AM with the Selection Committee which consists of Finance Director Ed Holloway, IT Coordinator Bryan Lee, Utility Director Tom Ridgway, Building Director Harvey Stokes and City Engineer Brendetta Walker. Representatives from three different organizations attended to address questions regarding the bid packet as well as tour the facilities to view the current IT structure.

As of June 22, 2017 4:00 PM, the City received four bid proposals. Submissions were from itSynergi, Blue Group, Inter-Dev and TIFF Technologies. A Bid Opening meeting was held June 26, 2017 with the Selection Committee and official scores were tallied on July 11, 2017. Each firm has been graded on their company experience with items identified in the scope of work, certifications, expertise and references from similar agencies/jobs, their client relationship approach, service levels and clarity of proposals, management, expertise, job success, documentation methods, and proposed pricing. It was the Selection Committee's consensus that based on these requirements, InterDev is the winning bidder.

Staff is now asking for support from Mayor and City Council to move forward in awarding InterDev the winning bid for the Comprehensive Managed Services for IT and GIS RFP. Upon approval, staff will work to negotiate a finalized contract to bring back before Council. As always, if there are any questions or concerns we can help address, please feel free to contact me.

Thank you,

Chief Stephen Hood
Interim City Administrator

CITY OF FAIRBURN

Managed IT Services: Total Scores										
Prepared By:		Selection Committee								
Signature:										
Date:		7/11/2017								
Rating Factor	Weight	Respondent Name								
		Vendor A: tSynergi		Vendor B: Blue Group		Vendor C: Inter-Dev		Vendor D: TIFF Technologies		Score
		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	
Isa Holloway	0.20	2.00	0.40	3.10	0.62	4.65	0.93	1.90	0.38	
Brandita Walker	0.20	2.50	0.50	2.50	0.50	4.20	0.84	1.70	0.34	
Tara Bligway	0.20	2.00	0.40	3.10	0.62	4.65	0.93	1.70	0.34	
Harvey Stokes	0.20	2.65	0.53	4.00	0.80	3.85	0.77	1.90	0.38	
Bryan Lee	0.20	2.65	0.53	4.15	0.83	4.65	0.93	2.30	0.46	
	1.00		2.36		3.37		4.40		1.90	



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: PLAYFUL CITY SIGNAGE PLACEMENT (DISCUSSION)

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

Submitted: August 9, 2017 **Work Session:** August 14, 2017 **Council Meeting:** August 14, 2017

DEPARTMENT: Recreation

BUDGET IMPACT: \$0

PUBLIC HEARING? () Yes (X) No

PURPOSE: City of Fairburn Parks & Recreation Department received road signage for being recognized as a Playful City. (Picture of sign attached)

Suggested placement:

Sign 1. – Entrance of Duncan Park

Sign 2. –US 29 as you enter into the city limits from Union City

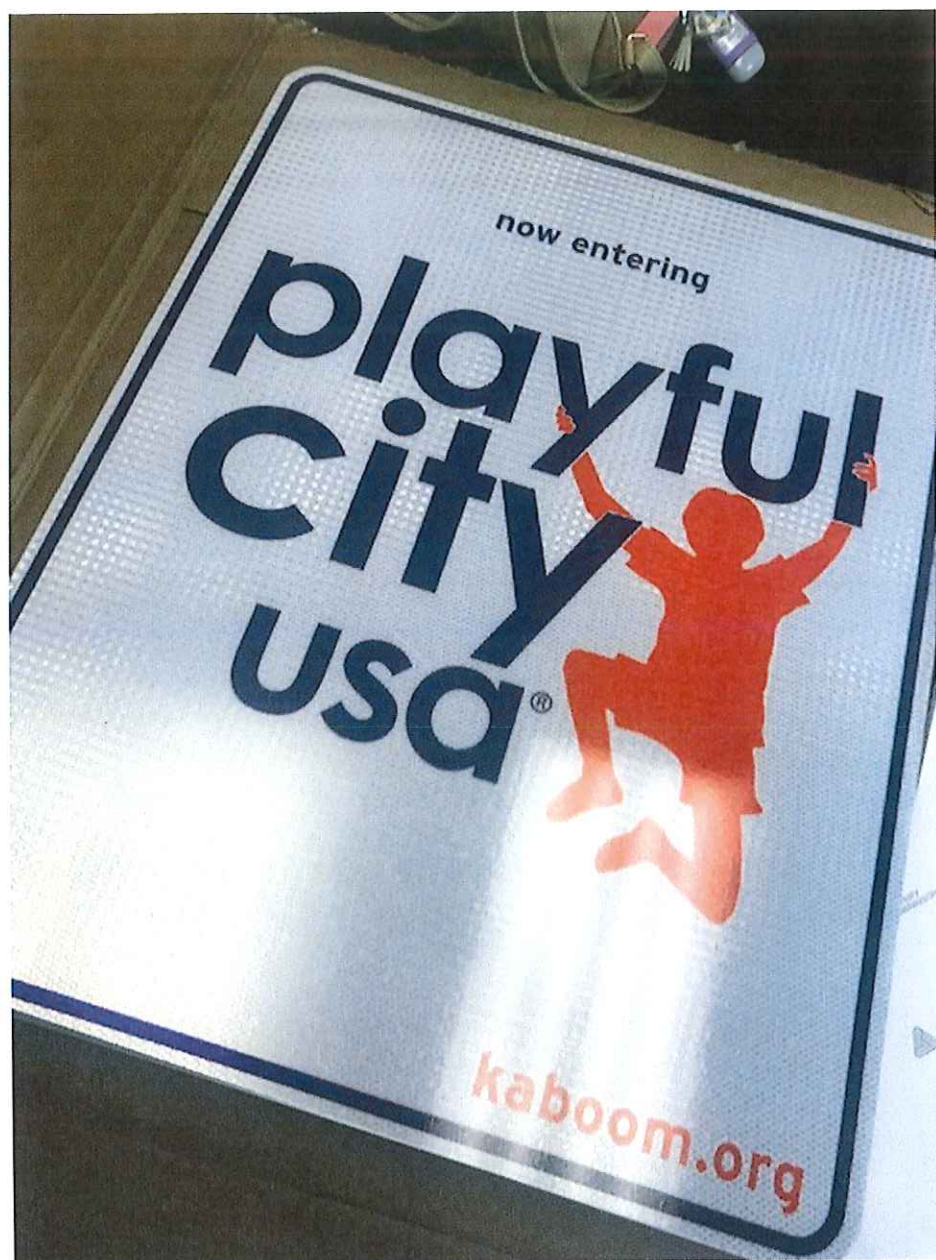
HISTORY: The City's Parks and Recreation Department is one of thirty four (34) new cities and towns recognized this year (2017) for putting the needs of kids and families first as part of the Playful City USA program. The national non-profit KABOOM! Playful City USA honors cities and towns that allow free access to play so kids can learn, grow and develop important life skills.

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: Discussion and possible action.

Stephen Hood, (City Administrator)

Mario B. Avery, Mayor





CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: MASTER SERVICE AGREEMENT WITH INTEGRATED SCIENCE AND ENGINEERING

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

Submitted: 08/07/2017

Work Session: 08/14/2017

Council Meeting: 08/14/2017

DEPARTMENT: Utilities

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve an Master Services Agreement with Integrated Science and Engineering to provide engineering services in support of the City's water, sewer and stormwater departments.

HISTORY: These services have been provided by Integrated Science and Engineering since 2003. At Council's request, a Request for Qualifications was issued for firms to submit to become the City's Engineer of Record. Seven submittals were received and evaluated by a committee consisting of; Tom Ridgway, Brendetta Walker, Harvey Stokes, John Caldwell and TJ Davis. By unanimous evaluation and agreement, Integrated Science and Engineering is recommended by the committee. The individual and summary score sheets are provided as reference.

FACTS AND ISSUES: The City does not have the licensed staff, or the variety of software platforms necessary to provide these engineering services on an occasional basis, as outlined in a memo to Interim Administrator Stephan Hood back in January. Individual projects will be brought before Council for approval in the form of Task Orders, with budget figures included.

RECOMMENDED ACTION: For City Council to authorize the Mayor to formalize a Master Services Agreement with Integrated Science and Engineering to provide engineering services for the water, sewer and stormwater departments.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

UNUM-Accident-UNUM Whole Life-UNUM/Colonial Critical Care
PROVIDENT LIFE AND ACCIDENT - POLICY #: E0021782
GL Account #: 100-0000-11-3810
Account Description: Prepaid Ins

Month/Year	INVOICE AMOUNT	PAYMENT	DEDUCTION CREDITS	DED/INV VAR OVER/(UNDER)	INV/PYMT VAR OVER/(UNDER)
Oct-16	1,414.86	1,414.86	1,496.86	82.00	-
Nov-16	1,414.86	1,414.86	2235.93	821.07	-
Dec-16	1,396.14	1,396.14	1496.86	100.72	-
Jan-17	1,396.14	1,396.14	1434.84	38.70	-
Feb-17	2,254.77	2,146.62	1395.72	(859.05)	108.15
Mar-17	1,503.18	1,474.38	1395.72	(107.46)	28.80
Apr-17	1,431.08	1,431.08	1395.72	(35.36)	-
May-17	1,431.08	1,413.08	2093.58	662.50	18.00
Jun-17	1,431.08	1,449.08	1395.72	(35.36)	(18.00)
Jul-17				-	-
Aug-17				-	-
Sep-17				-	-
YTD - BALANCE	13,673.19	13,536.24	14,340.95	667.76	136.95

Engineer of Record		Respondent Name													
Prepared By: <u>Score Summary</u>		Vendor A: Falcon Design		Vendor B: Keck & Wood		Vendor C: Khafra		Vendor D: Carter and Sloop		Vendor E: Integrated Science & Engineering		Vendor F: Goodwyn, Mills & Cawood		Vendor G: Hayes, James & Assoc.	
Rating Factor	Value	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score
Tom Ridgway	95.00		59.9		78.4		72.7		75		86.2		76		81.6
James C. Smith	95.00		73.5		76		67.7		77		85.6				74
James C. Smith	95.00		53.40		70.10		53.40		58.20		80.90		72.70		70.00
James C. Smith	95.00		57.00		76.00		71.00		66.00		81.00		57.00		78.00
James C. Smith	95.00		56.50		62.50		52.00		58.50		79.50		54.00		63.00
	95.00		60.06		72.60		63.36		66.94		82.64		65.44		73.32

2

5



1

4

6

3

7

Engineer of Record		Respondent Name																				
Prepared By: 		Vendor A: Falcon Design			Vendor B: Keck & Wood			Vendor C: Khafra			Vendor D: Carter and Sloope			Vendor E: Integrated Science & Engineering			Vendor F: Goodwyn, Mills & Cawood			Vendor G: Hayes, James & Assoc.		
Signature: 		Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score			
Date: 8-2-17		Value	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score	Score	Weighted Score				
1. Relevant Experience (Water, Sewer and Stormwater Projects Performed within the Past Ten (10) Years for Municipalities throughout the State of Georgia)		40.00	4	32.00	4.5	36.00	4.5	36.00	5	40.00	5	40.00	4.5	36.00	4	40.00	5	40.00				
2. Municipal References		15.00	3.5	10.50	4	12.00	4	12.00	5	15.00	4	12.00	4	12.00	4	12.00	4	12.00				
3. Professional Qualifications and Experience of Key Personnel		10.00	4.5	9.00	4.5	9.00	5	10.00	5	10.00	5	10.00	4.5	9.00	4.5	9.00	4.5	9.00				
4. Schedule of Hourly Rates		10.00	5	10.00	4	8.00	3	6.00	4.5	9.00	4.3	8.60	3	6.00	3	6.00	4.5	9.00				
5. Previous Experience with the City of Fairburn		10.00	3.5	7.00	3.5	7.00	0	0.00	0	0.00	5	10.00	0	0.00	0	0.00	0	0.00				
6. Geographic Location and Proximity to the City of Fairburn		5.00	5	5.00	4	4.00	5	3.70	3	3.00	5	5.00	4.5	4.50	4.5	4.50	4	4.00				
7. Local Preference		5.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00				
		95.00		73.50		76.00		67.70		77.00		85.60		67.50		74.00						



To: Stephen Hood

From: Tom Ridgway

Jan. 5, 2017

RE: Use of outside engineering resources

As with all but the largest municipal utilities, the City of Fairburn is faced with limited manpower, lack of technical expertise and work overload. The Water/Sewer/Stormwater Department has a total of eight people; one senior staff member and seven full time employees. With this limited staff, we are responsible for the following functions on a daily basis:

- Maintain and make repairs to the city's aging infrastructure
- Obtaining missed meter readings and performing meter rereads as needed
- Assist with water meter cutoffs and turn-ons
- Install new water meters to keep pace with new construction activities
- Locate underground water/sewer lines to keep pace with new construction activities
- Review and approve building plans involving water/sewer facilities
- Inspect new water/sewer installations to assure compliance with approved designs before issuance of certificate of occupancy
- Conduct the City's newly initiated F.O.G. program, including required facility inspections
- Conduct the City's newly initiated Industrial Pretreatment program, including required facility inspections
- Inspect and maintain the City's storm sewer collection facilities to prevent flooding

Quite often, the department is very limited in which of these functions it can provide on a daily basis. During periods when water leaks or blocked sewer lines need to be repaired, there is often not enough staff available to set new water meters, assist with turn-ons and cutoffs and provide utility locates. With only two people certified to conduct F.O.G. inspections, the F.O.G. program has suffered as these individuals also are responsible for supervising the field personnel. Utility locates are required to be completed within 48 hours of receipt, which with the current construction activity, ties up one individual almost full time.

When we are looking at major construction activities, such as designing and installing new and/or replacement infrastructure facilities, developing modifications to City ordinances to maintain compliance or developing new programs and City ordinances to achieve compliance with various

changing Federal, State and County Environmental Protection/Operational regulations, the City simply does not have sufficient qualified manpower to perform these functions.

Major construction projects require a host of capabilities in multiple disciplines outside of the Department's capabilities. These may include certified engineers (water/sewer/roads, etc.) , CAD Designers, surveyors, G.I.S. mapping, hydrologists, traffic engineers, etc. They also require extensive equipment and computer systems (G.I.S. tremble units, surveying equipment, water and sewer modeling programs, etc.) that the City would only use on an occasional basis. Some of the recent projects our engineering firm assisted with are:

- New water line installation under I-85 overpass (complete drawings, bid package, bid review with city staff, progress monitoring)
- Bohannon Road Fire hydrant relocation (complete drawings, bid package, bid review with city staff)
- Malone Circle and Mullis Street sanitary sewer rehabilitation (complete drawings, bid package, bid review with city staff, progress monitoring)
- Fire station parking lot drainage (complete drawings)
- Storm drain lining – to be completed in current fiscal year (identification of pipe to be lined based on inspections, development of bid package)
- Water tank study (Proposed route design, hydrology study, preliminary cost estimate)
- NPDES compliance activities
 - Impacted waterway sampling, report generation and submittals
 - Stormwater inspections, report generation and submittals

The cost to the City to retain personnel on a full time basis to perform these functions would not be cost effective. Several of these functions would only be required on an occasional basis. Engineering firms are able to maintain personnel and offer these services at a fraction of the cost as their personnel costs are spread out over several similar contracts with other municipalities. Each project is approved by Council in the form of a Task Order, with hourly pricing set forth in the contract for professional services.

We also utilize a consultant to assist with our water/sewer/stormwater ordinances; Fulton County, Tyrone, and Peachtree Water and Sewer Authority sewer issues; Atlanta, Coweta County Water Authority and South Fulton Water Authority water issues and certain EPD compliance issues. Some of the projects this consultant has assisted with are:

- Developing the city's F.O.G. ordinance and establishing the F.O.G. inspection program, including the documentation, forms and tracking software (City staff had no previous experience in this type program). Also provided training to staff who implement the program.
- Developing the city's Industrial Pretreatment Program (in process) for permitting and inspecting Industrial users for review and approval by the Georgia EPD.
- Securing Fulton County agreement to continue Industrial Pretreatment Program inspections for large commercial/industrial customers that the City does not provide sewer service to.

- Arranging for Fulton County to issue the discharge permit and inspections for ground water remediation at a gas station within the city boundary on Hwy. 29.
- Securing Fulton County agreement for an increase to the city's allocation of sewer capacity.
- Fulton County relocation of sewer line in conjunction with the Line Creek Bridge project.
- Preparation of the Request for Proposals for On Call Public Utility Services: Emergency Repair, Operational Repair, Maintenance and Construction contract.
- Acquisition of GDOT right-of-way property for the Fire Department parking lot project.

The cost to retain personnel on a full time basis to perform these functions would not be cost effective as these functions are typically one of a kind, one time individual projects. Tasks for water resource assistance are approved by council with pricing set forth in the contract for professional services.

**MASTER SERVICES AGREEMENT
CITY OF FAIRBURN**

THIS IS AN AGREEMENT made as of _____, 2017, between the **City of Fairburn, Georgia** ("CLIENT") and **Integrated Science & Engineering, Inc.** ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 **Description.** ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
 - 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
 - 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
 - 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
 - 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
 - 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, casements, right-of-way acquisition, etc. as specifically requested by the CLIENT.

2.3 Comprehensive Design Phase. The ENGINEER shall:

2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.

2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.

2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.

2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.

2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.

2.4 Pre-Construction Phase. The ENGINEER shall:

2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.

2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.

2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
 - 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
 - 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
 - 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
 - 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential “work arounds” to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR’s applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
 - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
 - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
 - d) Hydrogeology and Geology.
 - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
 - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
 - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the “Rate Modification Date”) to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES

5.1 CLIENT shall:

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER,

which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

7.4 Successors and Assigns.

7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.

7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).

7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.

7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.

7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

- 7.14 **Dispute Resolution.** The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

CLIENT:

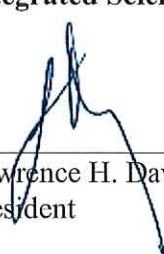
City of Fairburn

(Name)
(Title)

Attest:

ENGINEER:

Integrated Science & Engineering, Inc.



Lawrence H. Davis, Jr., P.E.
President

Attest:

ATTACHMENT A

UNIT RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Principal	\$185
Senior Engineering Manager / Project Manager	\$160
Project Engineer III	\$145
Project Engineer II	\$130
Project Engineer I	\$115
Engineer II	\$105
Engineer I	90
GIS Professional III	\$115
GIS Professional II	\$90
GIS Professional I	\$80
Senior Planner	\$90
Senior Surveying Manager / Registered Land Surveyor	\$130
Survey Crew (2-Person)	\$135
Survey Crew (1-Person)	\$115
Engineer / Survey Technician III	\$115
Engineer / Survey Technician II	\$85
Engineer / Survey Technician I	\$65
Administration / Clerical	\$60
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: VIRLYN B SMITH STREET LIGHTING

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

Submitted: 8/8/2017

Work Session: 8/14/2017

Council Meeting: 8/14/2017

DEPARTMENT: Streets and Electric

BUDGET IMPACT: \$21,617.31 from 510-0000-54-1400 and monthly fee from 100-4200-53-1235

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to accept a proposal in the amount of \$21,617.31 from GreyStone Power to add street lighting on Virlyn B Smith Road, and to pay the monthly cost of \$9.75 per light.

HISTORY: There is currently very little lighting on this road, making it hard to see the travel lanes and shoulder of the road at night.

FACTS AND ISSUES: Fairburn does not provide electric service to this area.

RECOMMENDED ACTION: For City Council to authorize the Mayor to accept the lighting proposal from GreyStone Power for the installation of street lighting in Virlyn B Smith Road.

Tom Barber, City Administrator

Mario B. Avery, Mayor

Stephanie Tigner

From: Tom Ridgway <tridgway@fairburn.com>
Sent: Friday, August 11, 2017 1:24 PM
To: 'Stephanie Tigner'
Subject: FW: Virlyn B Smith

See below

From: Mitchell, Jessica [<mailto:Jessica.Mitchell@greystonepower.com>]
Sent: Monday, July 31, 2017 9:11 AM
To: Tom Ridgway
Subject: RE: Virlyn B Smith

Hi Tom,

The estimated cost to install lights along Virlyn B Smith is \$21,617.31. There would be thirty-three lights at \$9.75/month each, so a total monthly cost of \$321.75.

Thanks,

Jess Mitchell

Engineer II
Office: 770-370-2033
Cell: 770-330-4037



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From: Tom Ridgway [<mailto:tridgway@fairburn.com>]
Sent: Thursday, July 27, 2017 2:21 PM
To: Mitchell, Jessica <Jessica.Mitchell@greystonepower.com>
Subject: RE: Virlyn B Smith

[This is an external email. Use caution when opening links and attachments.]

Jessica,

Can you tell me where this stands?

Thanks,

From: Mitchell, Jessica [<mailto:Jessica.Mitchell@greystonepower.com>]
Sent: Monday, June 12, 2017 11:26 AM
To: Tom Ridgway
Subject: Virlyn B Smith

Hi Tom,

I've finally received the field audit of our pole line on Virlyn B Smith from the staker. I will be getting a plat from our mapping department today so that I can place the light locations on it & prepare an estimate for the project. You should have this by the end of the week.

Thanks,

Jess Mitchell

Engineer II

Office: 770-370-2033

Cell: 770-330-4037



Jessica Mitchell
Engineer II ♦ GreyStone Power
t: ♦ f: 770-489-0940
www.greystonepower.com

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CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: VENDOR AGREEMENT FOR ENERGY ASSISTANCE PROGRAM

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

Date Submitted: 08/07/17 Date Work Shop: 08/14/17 Date Council Meeting: 08/14/17

DEPARTMENT: Electric

BUDGET IMPACT: _____

PURPOSE: for Mayor and Council to enter into a vendor agreement with the Georgia Department of Family and Children Services (DFCS) to be able to accept Low Income Home Energy Assistance Program payments during the federal fiscal year 2018.

HISTORY: This program, administered by DFCS, provides assistance in paying electric bills for customers in financial need. There is no cost to the City to participate.

FACTS AND ISSUES:

OPTIONS:

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Staff recommends approval to enter into a vendor agreement with the Georgia Department of Family and Children Services (DFCS) to be able to accept Low Income Home Energy Assistance Program payments during the federal fiscal year 2018.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

1. **Legal Name of Home Energy Supplier:**

City of Fairburn

2. **List all alias names or prior business names used:**

Fairburn Utilities

3. **Mailing Address for Payments:**

Fairburn Utilities, P.O. Box 145, Fairburn, GA 30213-1341

4. **Home Energy Supplier Email Address:**

support@fairburn.com

5. **Physical Address:**

56 Malone Street, Fairburn, GA 30213

6. **Name of Contact Person:**

Tom Ridgway

Telephone number: 770-964-2244, Ext. 313

Email Address: tridgway@fairburn.com

Fax: 770-969-349058-6000575

7. **Home Energy Supplier, EIN or IRS Tax Number:**

58-6000575

8. **Type of Utilities/Fuel Dealer:**

☐ Natural Gas

☒ Electricity

☐ Wood

☐ LP/Bottle Gas

☐ Fuel Oil

☐ Coal/Coke

9. **Atlanta Gas Light/Southern Company Provider:** ☐ Yes ☒ No

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

CHECK EACH COUNTY SERVED BY THIS COMPANY

___ STATEWIDE

001__Appling	041__Dade	081__Jefferson	121__Richmond
002__Atkinson	042__Dawson	082__Jenkins	122__Rockdale
003__Bacon	043__Decatur	083__Johnson	123__Schley
004__Baker	044__DeKalb	084__Jones	124__Screven
005__Baldwin	045__Dodge	085__Lamar	125__Seminole
006__Banks	046__Dooly	086__Lanier	126__Spalding
007__Barrow	047__Dougherty	087__Laurens	127__Stephens
008__Bartow	048__Douglas	088__Lee	128__Stewart
009__Ben Hill	049__Early	089__Liberty	129__Sumter
010__Berrien	050__Echols	090__Lincoln	130__Talbot
011__Bibb	051__Effingham	091__Long	131__Taliaferro
012__Bleckley	052__Elbert	092__Lowndes	132__Tattnall
013__Brantley	053__Emanuel	093__Lumpkin	133__Taylor
014__Brooks	054__Evans	094__Macon	134__Telfair
015__Bryan	055__Fannin	095__Madison	135__Terrell
016__Bulloch	056__Fayette	096__Marion	136__Thomas
017__Burke	057__Floyd	097__McDuffie	137__Tift
018__Butts	058__Forsyth	098__McIntosh	138__Toombs
019__Calhoun	059__Franklin	099__Meriwether	139__Towns
020__Camden	060__Fulton	100__Miller	140__Treutlen
021__Candler	061__Gilmer	101__Mitchell	141__Troup
022__Carroll	062__Glascock	102__Monroe	142__Turner
023__Catoosa	063__Glynn	103__Montgomery	143__Twiggs
024__Charlton	064__Gordon	104__Morgan	144__Union
025__Chatham	065__Grady	105__Murray	145__Upson
026__Chattahoochee	066__Greene	106__Muscogee	146__Walker
027__Chattooga	067__Gwinnett	107__Newton	147__Walton
028__Cherokee	068__Habersham	108__Oconee	148__Ware
029__Clarke	069__Hall	109__Oglethorpe	149__Warren
030__Clay	070__Hancock	110__Paulding	150__Washington
031__Clayton	071__Haralson	111__Peach	151__Wayne
032__Clinch	072__Harris	112__Pickens	152__Webster
033__Cobb	073__Hart	113__Pierce	153__Wheeler
034__Coffee	074__Heard	114__Pike	154__White
035__Colquitt	075__Henry	115__Polk	155__Whitfield
036__Columbia	076__Houston	116__Pulaski	156__Wilcox
037__Cook	077__Irwin	117__Putnam	157__Wilkes
038__Coweta	078__Jackson	118__Quitman	158__Wilkinson
039__Crawford	079__Jasper	119__Rabun	159__Worth
040__Crisp	080__Jeff Davis	120__Randolph	

Failure to identify all counties served may result in the issuance of a payment to the applicant.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

In order to participate in the State of Georgia Low Income Home Energy Assistance Program (LIHEAP), City of Fairburn hereby agrees:

(Name of Home Energy Supplier)

1. To charge the eligible household, in the normal billing process, the difference between the actual cost of home energy and the amount of payment made by the Community Action Agency administering the LIHEAP Program (LIHEAP Statute 2605(b)(7);
2. That any agreement entered into between a Home Energy Supplier and an eligible household receiving assistance under LIHEAP will contain provisions to assure that no eligible household will be treated adversely, because of such assistance, under applicable provisions of State law or public requirements (LIHEAP Statute 2605(b)(7);
3. Not to discriminate, either in the cost of the goods supplied or the service provided, against a eligible household on whose behalf payments are made (LIHEAP Statute 2605(b)(7).
4. That the entire LIHEAP payment will be credited to the current eligible household account for which the application has been made immediately upon receipt of the payment, regardless of whether the LIHEAP payment results in a credit balance on the account. The entire LIHEAP payment must be applied to the eligible household's actual fuel cost. Failure to comply will result in the suspension of direct payments to the home energy supplier.
 - In those instances where the Home Energy Supplier provides multiple utility services, the Home Energy Supplier will ensure that the LIHEAP payment is credited only toward the energy portion of the account and not applied to other services such as water, sewer, garbage, phone, etc. **Home Energy Suppliers must list the credited LIHEAP payment on the eligible household's bill, invoice or statement denoting that the bill has been paid.**
 - Payments may be used only for approved home heating products for the eligible households own use and not for any other non-heating related charges. The credit shall be no less than the full amount of the payment made by LIHEAP on behalf of each eligible household.
5. For payments received for the LIHEAP Program - when notified that the household has been approved for a benefit, stop a disconnection order and, if need be, either establish service, deliver fuel, or restore service.

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303- 3180.

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

6. **If the account is closed at the time the payment is received** the Home Energy Supplier will refund the entire benefit. The benefit must be made payable to the Community Action Agency that issued the check immediately upon receipt. A refund should also be made payable to the Community Action Agency that issued the payment if a credit balance exists on the account when (a) the applicant, (person applying for LIHEAP benefits) has moved and cannot be located or (b) if the applicant is deceased and there are no surviving household members. All refunds returned to the Community Action Agency must include the applicant's name, address and the last four digits of the social security number for reference. A refund should be made payable to the applicant's household if (a) the applicant moves and closes the account and a credit balance exists or (b) if the applicant is deceased and a credit balance exists on the account, a surviving household member should receive a refund of the credit balance.
7. Upon notification by the Community Action Agency that the payment is a duplicate or was sent in error, the payment must be returned.
 - A refund check must be made payable to the Community Action Agency that issued the check. Do not return the entire check. Refund only the payment that was a duplicate or the payment that was sent in error.
 - The refund must be returned to the Community Action Agency within 10 business days of the notification from the Community Action Agency.
8. Upon notification from the customer (person receiving services from LIHEAP) or the Community Action Agency that a payment has been posted to the wrong account, the payment must be credited to the correct account within 5 business days.
9. The Home Energy Supplier shall provide, at no cost to LIHEAP or the customer, and within 30 calendar days from the State's request, a record of annual energy consumption in dollars and units of fuel/product, amount and cost of fuel used for LIHEAP households, payment frequency and history, disconnection information, and arrearage amounts or such other data as the state determines is reasonably necessary. If the customer has been a customer for less than 12 months, the Home Energy Supplier will provide LIHEAP with the requested data and include the number of months that the data supports. To provide data on actual costs and energy consumption (delivery) for eligible households receiving payment under LIHEAP upon receipt of a document from the Community Action Agency administering LIHEAP certifying that selected eligible households have provided a written authorization for the supplier to release such data;

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

The Community Action Agency agrees to secure from each eligible household, as a part of their application for assistance, a written authorization for the release of information concerning the eligible household's account with the Home Energy Supplier. The Community Action Agency represents and warrants to the Home Energy Supplier that it has obtained an Authorization for Release of General and/or Confidential Information (a "Release") from account holders (or individuals authorized to act on behalf of such account holders) applying for assistance under LIHEAP, and that the Release authorizes any utility service provider, including the Home Energy Supplier, that participates in LIHEAP to provide to the Community Action Agency personal and/or confidential customer-specific information which may include, without limitation, utility account identification information such as names, addresses, social security numbers, and account numbers; utility account payment history and other account information such as account status, utility charges, payment history, past due amounts, pending deposits, current shut-off due dates or disconnection, current life support status (if applicable) payment arrangements, and history of energy assistance payments; general energy usage data such as energy consumption and amounts and costs of fuel used for up to twenty-four months (at no greater level of detail than monthly totals); and such other data as the Community Action Agency, and/or the State of Georgia determine is reasonably necessary. Accordingly, the Community Action Agency (1) shall notify the Home Energy Supplier if any applicant for benefits under LIHEAP at any time declines to authorize the Home Energy Supplier to disclose such information to the Community Action Agency or retracts or withdraws such authorization; (2) shall remove, redact, and destroy any information received from the Home Energy Supplier for which the Community Action Agency has not received a Release or for which such authorization has been retracted or withdrawn; and (3) hereby indemnifies the Home Energy Supplier from any and all losses, costs, damages or expenses incurred by the Home Energy Supplier (including, but not limited to, reasonable attorneys' fees actually incurred) resulting from any claim, cause of action, or enforcement action arising from any information provided to the Community Action Agency, and/or in connection with the Home Energy Supplier's participation in LIHEAP. This indemnity shall survive the expiration, cancellation, revocation, or termination of the Original Agreement, as amended herein.

Notwithstanding the foregoing, the Georgia Department of Human Services (DHS), and the Georgia Division of Family and Children Services do not indemnify and/or hold harmless neither the Home Energy Supplier nor the Community Action Agency. Further, all Party(ies) to this Agreement hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims

DIVISION OF FAMILY AND CHILDREN SERVICES
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FY2018

Trust Fund), the Department of Administrative Services (DOAS), their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Agreement due to any act or omission on the part of the Home Energy Supplier, its agents, employees, subcontractors, or others working at the direction of the Home Energy Supplier, or on the Home Energy supplier's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Agreement by the Home Energy Provider (collectively, the "indemnity Claims").

This indemnification extends to the successors and assigns of the Home Energy Provider, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of the Home Energy Provider.

The Home Energy Provider shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

10. For the purpose of monitoring compliance with this agreement and LIHEAP program compliance, the Home Energy Supplier agrees to allow representatives of the Community Action Agency and the State access to all account information for the LIHEAP recipients.
11. That no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or part with funds made available under this subpart (LIHEAP Statute Section 2606 (a)) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1976 or with respect of an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such Program or activity.
12. To follow established home energy supplier policies and procedures with regard to notice of termination of service and negotiations for paying past due accounts.
13. To notify the State and the Community Action Agency any changes in the Home Energy Supplier's name, address, telephone number or program contact person within 10 business days of the change.

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14. To notify the State and the Community Action Agency of mergers and/or acquisitions. Mergers and acquisitions may affect the Home Energy Supplier's policies and service areas. A new vendor agreement reflecting such policy and service area changes must be submitted to the division within 10 business days of the change.

Only one agreement is required from companies that have several branch offices.

**GEORGIA DEPARTMENT OF HUMAN SERVICES,
DIVISION OF FAMILY AND CHILDREN SERVICES**

By: _____
Bobby Cagle
Director, Georgia Division of Family and Children Services

Date: _____

Home Energy Supplier: City of Fairburn

By: Mario B Avery

Name: Mario B Avery

Title: Mayor

Date: 3/15/2017



DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

List of All Local Offices:

1. **Home Energy Supplier Name:** City of Fairburn

Contact Person: Tom Ridgway

Address: 56 Malone Street, Fairburn, GA 30213

Email Address: tridgway@fairburn.com

Telephone number: 770-964-2244, Ext. 313

EIN or TAX Number: 58-6000575

2. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

3. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email Address: _____

Telephone Number: _____

EIN or TAX Number: _____

4. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

5. **Home Energy Supplier Name:** _____

Contact Person: _____

Address: _____

Email: _____

Telephone Number: _____

EIN or TAX Number: _____

DIVISION OF FAMILY AND CHILDREN SERVICES
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
HOME ENERGY SUPPLIER AGREEMENT
FY2018

Return Original to:

**LIHEAP AND CSBG PROGRAMS
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
GEORGIA DEPARTMENT OF HUMAN SERVICES
TWO PEACHTREE STREET, NW; 21st FLOOR, ROOM 276
ATLANTA, GEORGIA 30303-3180**

Division of Family and Children Services
Low Income Home Energy Assistance Program
2 Peachtree Street, N.W., 21st Floor, Room 276
Atlanta, Georgia, 30303- 3180.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: SMART COVER RENEWAL

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

Submitted: 08/07/2017

Work Session: 08/14/2017

Council Meeting: 08/14/2017

DEPARTMENT: Utilities

BUDGET IMPACT: \$7,112.00 from account 505-0000-52-1300

PUBLIC HEARING? () Yes (☒) No

PURPOSE: For Mayor and Council to approve the renewal of a Service Agreement with SmartCover Systems, Inc. to continue providing monitoring services for the SmartCovers installed on the City's sewer lift stations and portable manhole covers.

HISTORY: The SmartCovers were installed in 2016 to help identify and prevent potential sewer overflows from our lift stations and help determine where groundwater is infiltrating the sewer system. Since being installed, there have been no overflows from our lift stations and a number of infiltration sites have been identified and corrected, lowering sewage treatment fees from Fulton County. Infiltration monitoring continues.

FACTS AND ISSUES:

RECOMMENDED ACTION: For City Council to authorize the Mayor to approve the Service Agreement with SmartCover Systems, Inc.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

SmartCover Systems, Inc.
 2067 Wineridge Pl Suite E
 Escondido, CA 92029
 Phone: 760-291-1980
 Fax: 760-291-1982



Hadronex, Inc. dba SmartCover@ Systems™

Remit PO to orders@smartcoversystems.com or
 return this quote signed with PO number.

Annual Renewal Quotation

Bill To:				
City of Fairburn Tom Ridgway PO Box 145 Fairburn, GA 30213		Date	P.O. No.	Quote Number
		6/16/2017		1798
Item	Description	Qty	Rate	Total
ASM-RD-1R	All Services Pro-Rated to 8/31/2018 Period Covered: 9/4/2017 to 8/31/2018 Renewal: SmartRain™ - Rain data service. Provides continued rain data for ONE site for ONE year. SIN Site 3240 Whites Mill SC RainData	1	96.00	96.00
ASM-SC1R	Renewal: SmartLevel™ – ONE Year service. REQUIRED for system to function. Timing options: 5 min measurement, 5 or 10 min recording and 1 hour transmission.	4	364.00	1,456.00
PW-5C1R	Renewal: Power Warranty: Annual payment. 12 month protection. SIN Site 3242 Fireside 3146 Harbor Lakes Lift Station 3241 Shaw Drive 3147 Johns River Lift Station	4	199.00	796.00
ASM-SF1R	Renewal: SmartFLOE™ – ONE Year service. REQUIRED for system to function. Timing options: 5 min measurement, 5 or 10 min recording and 1 hour transmission.	6	595.00	3,570.00
Terms and Conditions: 1. Payment due on or before renewal date expiration. 2. Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after renewal date. Accounts with past due balances may be subject to service suspension. 3. Quote Validity: This proposal will expire on your renewal date expiration.				

We appreciate your business!

Signature for Approval

Sales Tax (0.0%)

Total

SmartCover Systems, Inc.
2067 Wineridge Pl Suite E
Escondido, CA 92029
Phone: 760-291-1980
Fax: 760-291-1982



Hadronex, Inc. dba SmartCover® Systems™

Remit PO to orders@smartcoversystems.com or
return this quote signed with PO number.

Annual Renewal Quotation

Bill To:					
City of Fairburn Tom Ridgway PO Box 145 Fairburn, GA 30213		Date 6/16/2017		P.O. No. Quote Number 1798	
Item	Description	Qty	Rate	Total	
PW-5C1R	Renewal: Power Warranty: Annual payment. 12 month protection. SIN Site 3150 Whites Mill SC 3149 White Mill 11 3244 White Mill 4.1 3148 LR MHA-036 3243 White Mill 8 3151 LR 0.1	6	199.00	1,194.00	
Terms and Conditions: 1. Payment due on or before renewal date expiration. 2. Late charges: A service charge of 1.5% per month will be added to all balances unpaid 30 days after renewal date. Accounts with past due balances may be subject to service suspension. 3. Quote Validity: This proposal will expire on your renewal date expiration.					

We appreciate your business!

Signature for Approval _____

Sales Tax (0.0%)

Total \$7,112.00



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: DIGGER DERRICK

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

Date Submitted: 8/4/17 Date Work Shop: 8/14/17 Date Council Meeting: 8/14/17

DEPARTMENT: Electric

BUDGET IMPACT: \$267,124 in FY 2018 or 2019

PUBLIC HEARING: () YES (X) NO

PURPOSE: For Mayor and Council to approve the order of a Model D4050 Digger Derrick from Altec for the price of \$267,124.

HISTORY: This unit will replace our current 23 year old digger derrick which can no longer be serviced due to its age and condition. Currently, the auger function is no longer functioning and is not capable of lifting large pad mount transformers.

FACTS AND ISSUES: The unit will be ordered for manufacture, which will result in delivery around 300 days after placement of order, putting delivery at the end of the FY 2018 or early FY2019 budget.

OPTIONS: Lease the unit through the Altec lease-purchase program. The annual lease payment to be determined close to the delivery date..

ADMINISTRATORS COMMENTS:

RECOMMENDED ACTION: Approve the order of a Model D4050 Digger Derrick from Altec for the price of \$267,124.

Stephen Hood, Interim City Administrator

Mario Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Tom Ridgway

Date: July 18, 2017

Re: Digger Derrick

Who: Electric Department

What: Place an order for a Digger Derrick to replace one of our current units.

Why: The present unit to be replaced is 23 years old. Due to its age, we can no longer obtain service on the unit. The auger is now non-operational, and our current digger derricks are not capable of lifting the larger pad mount transformers due to their weight.

When: The order will be placed with Council approval. As this unit will have to be manufactured, delivery will be around 300 days following receipt of order. This will place delivery at the end of the FY 2018 or beginning of FY 2019 budget cycles, and will not affect the current budget.

Where:

How: Recommend ordering the Digger Derrick and planning to purchase through the Altec lease-purchase program to have minimal budget impact year to year. \$290,000 should be used as the budget price, with the actual price expected to be lower based on a final specification.



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF 2017 LMIG OFF-SYSTEM SAFETY PROGRAM PEDESTRIAN IMPROVEMENTS PROJECT

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

Submitted: 08/08/2017 Work Session: 08/08/2017 Council Meeting: 08/14/2017

DEPARTMENT: Engineering

BUDGET IMPACT: A 2017 Local Maintenance & Improvement Grant (LMIG) Off-System Safety (OSS) Program award of \$230,000 from the Georgia Department of Transportation (GDOT) has been committed to the project. Approximately \$100,000 of the proposed TSPLOST Pedestrian/Bike Improvements funds will also be required, for a total budget impact of \$330,000.00.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the 2017 LMIG Pedestrian Improvement Project and the budget amount of \$328,571.43

HISTORY: On May 11, 2017, the City of Fairburn's Engineering Department submitted an application for Additional Local Improvement Grant (LMIG) for Off-System Safety for Fiscal Year 2017.

On July 31, 2017, the City of Fairburn received an approval letter dated July 20, 2017 from the Georgia Department of Transportation, which indicated that the Department would commit up to \$230,000 or 70% of the proposed project cost.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$136,891 Tier 1 funding to Pedestrian/Bike Improvements.

FACTS AND ISSUES: Combining the efforts of the 2017 LMIG-OSS funding and the proposed Phase 1 TSPLOST Pedestrian/Bike Improvements funding will allow the City of Fairburn to take

advantage of the economies of scale and satisfy the LMIG local match requirements with T-SPLOST funds instead of General Funds.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the 2017 LMIG-OSS Program Pedestrian Improvements Project.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director of Community Development

Date: August 08, 2017

Re: Facts Sheet for the Approval of the 2017 LMIG-OSS Project

Who:

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

What:

For Mayor and Council to approve the 2017 LMIG-OSS Program Project.

Why:

On May 11, 2017, the City of Fairburn's Engineering Department submitted an application for Additional Local Improvement Grant (LMIG) for Off-System Safety for Fiscal Year 2017.

On July 31, 2017, the City of Fairburn received an approval letter dated July 20, 2017 from the Georgia Department of Transportation, which indicated that the Department would commit up to \$230,000 or 70% of the proposed project cost.

In November 2016, citizens throughout Fulton County voted to approve the Transportation Special Purpose Local Option Sales Tax (T-SPLOST). The referendum, based on the 2015 census, could bring a forecasted \$13,752,484 to the City of Fairburn over the next five years to fund transportation projects. The approved T-SPLOST Project List allocates \$136,891 Tier 1 funding to Pedestrian/Bike Improvements.

When:

If approved, Staff will complete the development the bid documents and prepare the project to be let.

Where:

This work will take place at various locations throughout the City.

How:

Staff recommends that Mayor and Council approve the 2017 LMIG-OSS Program Pedestrian Improvements Project.

FY 2017 LMIG OFF SYSTEM SAFETY PROGRAM

Program Overview:

Off-System roads account for approximately 45% of the motor vehicle fatalities in Georgia annually. Meeting Georgia's goals for fatality reduction in Georgia requires a significant investment in improving safety on the county and city road system. As a result of House Bill 170, funds are being targeted from the FY 2017 supplemental budget for safety improvements on Off-System routes. The program focuses on low-cost safety improvements that can be implemented within the existing rights of way of Off-System routes that are likely to reduce the frequency and severity of crashes.

Project/Selection Criteria:

This program will resemble the existing Off-System Safety Program (OSS) currently managed by the Local Grants Office. The primary difference is that the existing OSS utilizes Federal dollars and is let by GDOT, which requires a lengthy Plan Development Process (PDP). The safety program will follow the normal LMIG process in which direct payment is made by check after eligibility requirements are met.

Local governments may submit projects that are based solely on roads that show evidence of faded or deteriorated signs and pavement markings.

The SAC should consider a local government's LMIG grant history as well as the OSS project history in making selections. Other criteria include whether or not a local government can meet the required 10% or 30% match to receive these LMIG funds. Those local governments that can exceed the required match will be given additional consideration.

Local Government (LG) responsibilities:

LGs will be responsible for submitting an LMIG application and project list to the District by May 12, 2017. The LMIG Grant application must include a cover letter signed by the Mayor or Commission Chairman identifying the Project List. The letter should contain a short description of the project list, a 2017 LMIG Grant application form, map and a Project List. Applications submitted without this information will not be approved. No applications will be accepted after May 12, 2017, as funds for this program must be authorized by June 30, 2017. All projects must be under contract or completed by December 31, 2017.

LGs will be responsible for completion of fieldwork, plan preparation and bidding the project. In some cases the fieldwork may be completed by the SAC; but all fieldwork that is completed by a local government should be reviewed by the SAC. LGs will also be fully responsible for all clearance of environmental requirements, utility adjustments and right of way.

Payment:

Payment of funds will be made through the normal LMIG process once the application and project list have been approved. If deemed necessary by the SAC, authorization of payment may be held until the project plans have been reviewed and approved.

Eligible Contract Items:

Raised Pavement Markers, Rumble Strips, Pavement Markings, Edge lines, Centerlines, Stop bars, Signing, Chevrons, Vegetation Removal, Guardrail, Guardrail delineation, Guardrail at bridge ends, Traffic Signals, Advance post-mounted flashing beacons for intersections or school zones, Pedestrian Improvements, Minor shoulder widening (locals will be responsible for overlay if needed).

May 10, 2017

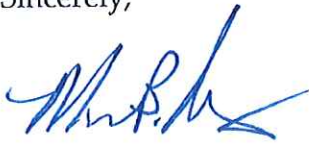
Kathy Zahul, P.E.
District Engineer – District 7
Georgia Department of Transportation
5025 New Peachtree Road
Chamblee, Georgia 30341

RE: FY 2017 LMIG OFF SYSTEM SAFETY PROGRAM REQUEST

Dear Ms. Zahul:

Enclosed is the application and documentation associated with our FY2017 LMIG Off-System Safety Program request. The City of Fairburn would like to use local funds, in-kind services, and LMIG funds to install new sidewalk and handicap ramp at various locations throughout the City that are currently not served with pedestrian facilities. The project also proposes connection to existing pedestrian facilities in the area. The project's purpose will be to improve safety by providing a safe means for pedestrian to walk downtown to access various services and amenities. The project will also provide pedestrians a safe means by which access to the newly renovated Clarence Duncan Memorial Park. Thank you in advance for your thoughtful consideration to our request. Please let me know if you have questions or concerns.

Sincerely,



Mario B. Avery
Mayor

cc: Stephen Hood, Interim City Administrator
Brendetta Walker, City Engineer
Lester Thompson, Deputy Director
Katie Mullins, D7 State Aid Coordinator

Enclosure(s)

CITY OF FAIBURN

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: City of Fairburn
 Address: 56 Malone Street Fairburn, GA 30213
 Contact Person and Title: Lester Thompson / Deputy Director
 Contact Person's Phone Number: 770) 964-2244 ext 306
 Contact Person's Fax Number: 770) 306-6919
 Contact Person's Email: lthompson@fairburn.com

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Mario B. Avery (Name), the Mayor (Title), on behalf of City of Fairburn (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 2017**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

155324
E-Verify Number

Mario B. Werry (Signature)
Mario B. Werry (Print)
Mayor / Commission Chairperson
5/11/17 (Date)

LOCAL GOVERNMENT SEAL:



Sworn to and subscribed before me,

This 11 day of May, 2017.

In the presence of:

NOTARY PUBLIC
Stephanie Spear Tigner
My Commission Expires:

NOTARY SEAL:

Stephanie Spear Tigner
Notary Public, Fulton County, GA
My Commission Expires February 18, 2020

FOR GDOT USE ONLY

The local government's Application is hereby granted and the amount allocated to the local government is _____. Such allocation must be spent on any or all of those projects listed in the Project List.

This _____ day of _____, 20____.

Terry L Gable
Local Grants Administrator

2017 LMIG PROJECT REPORT

COUNTY/CITY: FULTON/CITY OF FAIRBURN

ROAD NAME	BEGINNING	ENDING	LENGTH (Miles)	DESCRIPTION OF WORK	PROJECT COST	PROJECT LET DATE
Pine Street	E. Campbellton St.	Fayetteville Rd.	0.5993	Install Sidewalk & Handicap Ramps	\$79,112.00	16-Jul-17
Orme Street	Pine Street	Chestnut St. NE	0.1502	Install Sidewalk & Handicap Ramps	\$19,827.25	16-Jul-17
Cole Street	E. Campbellton St.	E. Broad Street	0.462	Install Sidewalk & Handicap Ramps	\$60,985.75	16-Jul-17
Oak Street	Bay St. NE	Cole Street	0.2482	Install Sidewalk & Handicap Ramps	\$32,739.50	16-Jul-17
Bay Street	Senola Rd.	Fayetteville Rd.	0.9728	Install Sidewalk & Handicap Ramps	\$128,411.25	16-Jul-17
Green Street, NE	E. Campbellton St.	Fayetteville Rd.	0.3336	Install Sidewalk & Handicap Ramps	\$44,039.75	16-Jul-17
Pearl Street	Green St. NE	E. Broad Street	0.0724	Install Sidewalk & Handicap Ramps	\$9,557.75	16-Jul-17
E. Campbellton St.	Milo Fisher St./Pine St	E. Broad Street	0.2672	Install Sidewalk & Handicap Ramps	\$35,276.75	16-Jul-17
Milo Fisher Street	E. Campbellton St.	Dead End	0.4569	Install Sidewalk & Handicap Ramps	\$60,321.75	16-Jul-17
Malone St. SE	E. Broad St.	Dead End	0.1143	Install Sidewalk & Handicap Ramps	\$15,081.75	16-Jul-17

Church St.	Bay St. SE	Green St. SE	0.1139	Install Sidewalk & Handicap Ramps	\$15,028.75	16-Jul-17
Green Street, SE	Malone St. SE	Dead End	0.5406	Install Sidewalk & Handicap Ramps	\$44,039.75	16-Jul-17
Clayton Street	Green St. SE	Dead End	0.317	Install Sidewalk & Handicap Ramps	\$41,844.50	16-Jul-17
Grant Street	Milo Fisher St.	Bay St. SE	0.3116	Install Sidewalk & Handicap Ramps	\$41,132.50	16-Jul-17
Senola Road	Bay St. SE	E. Broad Street	0.2349	Install Sidewalk & Handicap Ramps	\$31,019.00	16-Jul-17
Rivertown Road	Bay St. SE	E. Broad Street	1.2662	Install Sidewalk & Handicap Ramps	\$167,132.50	16-Jul-17

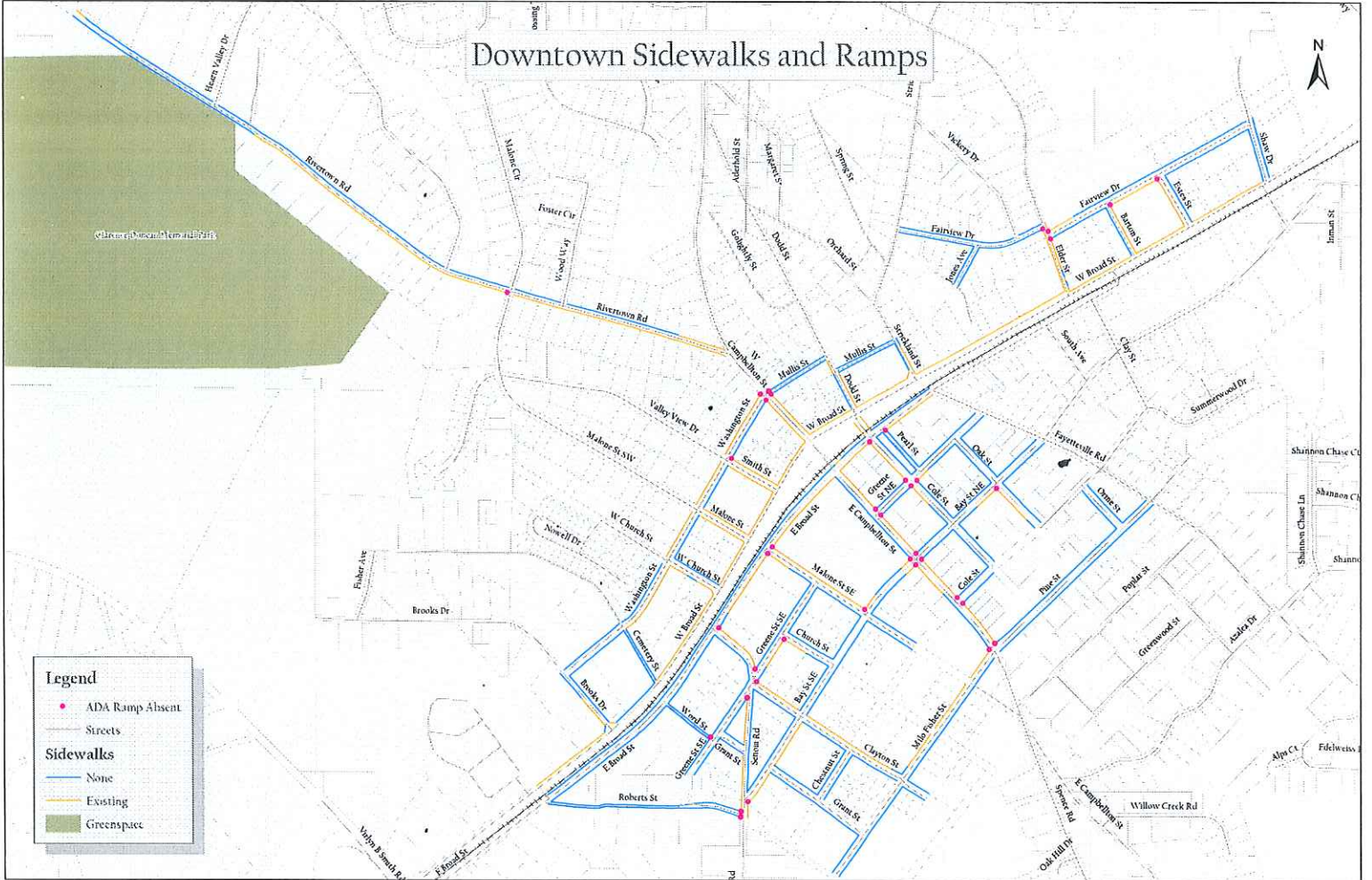
TOTAL: \$825,550.50
 LMIG: \$577,885.35
 LOCAL MATCH: \$247,665.15
 Contract Completion: 11/20/2017

Downtown Sidewalks and Ramps



Legend

- ADA Ramp Absent
- Streets
- Sidewalks**
 - None
 - Existing
 - Greenspace



Stephanie Tigner

From: Lester Thompson <lthompson@fairburn.com>
Sent: Thursday, May 11, 2017 3:56 PM
To: 'Mullins, Katie'
Cc: Marceia Lindley
Subject: RE: ADDITIONAL LMIG PROGRAM FUNDING FOR OFF SYSTEM SAFETY FY 2017
Attachments: City of Fairburn - FY 2017 LMIG Off-System Safety Program Cover Letter, Application, & Project List.pdf; City of Fairburn - FY 2017 LMIG Off-System Safety Program - Map of Downtown Sidewalk and Handicap Ramp Requirements.pdf

Katie,

See attached for the City of Fairburn's FY 2017 LMIG Off-System Safety Program Cover Letter, Application, Project List and the associated map. The original will be placed in the mail to your attention today.

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



From: Mullins, Katie [<mailto:kmullins@dot.ga.gov>]
Sent: Tuesday, April 18, 2017 3:16 PM
To: jeff.metarko@claytoncountyga.gov; Keith Rohling (Keith.Rohling@claytoncountyga.gov); jday@jonesboroga.com; Ricky Clark (rclark@jonesboroga.com); erobinson@lakecityga.net; Mark Whitley, City Engineer <m_whitley@cityoflovejoy.com> (m_whitley@cityoflovejoy.com); anou@cityofmorrow.com; Bennie Rose (brose@riverdalega.gov); Lisa Kopro (lkopro@riverdalega.gov); Hatabian, Denise (Denise.Hatabian@cobbcounty.org); Orton, Kristen (Kristen.Orton@cobbcounty.org); Yared Altaye (yaltaye@kennesaw-ga.gov); Dale Harris (dharris@acworth.org); dconn@mariettaga.gov; Scott Stokes (sstokes@smyrnaga.gov); Duane R. Demeritt, CFM (duane@austell.org); Keeter, Patrece <pgkeeter@dekalbcountyga.gov> (pgkeeter@dekalbcountyga.gov); Pvalen@dekalbcountyga.gov; Clai Brown <rcbrown@avondaleestates.org> (rcbrown@avondaleestates.org); 'Keri Stevens'; Richard.meehan@brookhavenga.gov; Marc Johnson (MJohnson@chambleega.gov); jennings.bell@decaturga.com; Luke Howe (Luke.Howe@Doravillega.us); Michael.Smith@dunwoodyga.gov; deborah.jackson@lithoniacity.org; valeriecaldwell@bellsouth.net; publicworks@stonemountaincity.org; Randall Hulsey (rhulsey@co.douglas.ga.us); bpeck@co.douglas.ga.us; Roberts, Greg <robertsg@douglasvillega.gov> (robertsg@douglasvillega.gov); antonio.valenzuela@fultoncountyga.gov; jamusa@alpharetta.ga.us; Robbie Rokovitz (robbie.rokovitz@chatthillsga.us); Darold Wendlandt <darold.wendlandt@chatthillsga.us> (darold.wendlandt@chatthillsga.us); vreyolds@eastpointcity.org; Lester Thompson (lthompson@fairburn.com); 'Lee Sudduth'; Ken Hildebrandt (Ken.Hildebrandt@johnscreekga.gov); Thomas Black (Thomas.Black@johnscreekga.gov);

Matthew Fallstrom (Matthew.Fallstrom@cityofmiltonga.us); Sara Leaders (Sara.Leaders@cityofmiltonga.us); city.clerk@mountainpark-ga.gov; Gregory Nicolas (gnicolas@roswellgov.com); bpoole@sandyspringsga.gov; Kahn, Donald (DKahn@SandySpringsga.gov); lferguson@unioncityga.org; Mike Mason <mmason@collegeparkga.com> (mmason@collegeparkga.com); Cindy Hanson <Hanson@citypalmetto.com> (Hanson@citypalmetto.com); Clay, Rebecca J (rjclay@burnsmcd.com); Nursef Kadir; 'Tai, Mark A.'; Lewis, Jonathan <jlewis@AtlantaGa.Gov> (jlewis@AtlantaGa.Gov); Jeter, Lawrence <LJeter@AtlantaGa.Gov> (LJeter@AtlantaGa.Gov); Cindy.Jenkins@CH2M.com; Miguel Valentin (Miguel.Valentin@RockdaleCountyGA.gov); brian.frix@conyersga.gov; Brad Sutton <brad.sutton@conyersga.com> (brad.sutton@conyersga.com)

Cc: DeNard, Paul

Subject: ADDITIONAL LMIG PROGRAM FUNDING FOR OFF SYSTEM SAFETY FY 2017

Importance: High

Please don't forget. This deadline is approaching. Applications due May 12, 2017. If you have any questions, please don't hesitate to give me a call. Thanks..

Katie Mullins

District State Aid Coordinator

District 7

5025 New Peachtree Road

Chamblee, Georgia 30341

770-216-3867

DOT Cell Phone No: 404-309-6918

From: Mullins, Katie

Sent: Thursday, March 02, 2017 12:56 PM

To: jeff.metarko@claytoncountyga.gov; Keith Rohling (Keith.Rohling@claytoncountyga.gov) <Keith.Rohling@claytoncountyga.gov>; jday@jonesboroga.com; erobinson@lakecityga.net; Mark Whitley, City Engineer <m_whitley@cityoflovejoy.com> (m_whitley@cityoflovejoy.com) <m_whitley@cityoflovejoy.com>; MARK G WHITLEY <mgwhitley@bellsouth.net> (mgwhitley@bellsouth.net) <mgwhitley@bellsouth.net>; anou@cityofmorrow.com; Bennie Rose (brose@riverdalega.gov) <brose@riverdalega.gov>; Lisa Kopro (lisakopro@caaprofessionals.com) <lisakopro@caaprofessionals.com>; Hatabian, Denise (Denise.Hatabian@cobbcounty.org) <Denise.Hatabian@cobbcounty.org>; Orton, Kristen (Kristen.Orton@cobbcounty.org) <Kristen.Orton@cobbcounty.org>; Yared Altaye (valtaye@kennesaw-ga.gov) <valtaye@kennesaw-ga.gov>; Dale Harris (dharris@acworth.org) <dharris@acworth.org>; dconn@marietta-ga.gov; manderson@cityofpowdersprings.org; Scott Stokes (sstokes@smyrnaga.gov) <sstokes@smyrnaga.gov>; Duane R. Demeritt, CFM (duane@austell.org) <duane@austell.org>; Keeter, Patrece <pgkeeter@dekalbcountyga.gov> (pgkeeter@dekalbcountyga.gov) <pgkeeter@dekalbcountyga.gov>; Pvallen@dekalbcountyga.gov; Clai Brown <rcbrown@avondaleestates.org> (rcbrown@avondaleestates.org) <rcbrown@avondaleestates.org>; 'Keri Stevens' <kstevens@avondaleestates.org>; Richard.meehan@brookhavenga.gov; Marc Johnson (MJohnson@chambleega.gov) <MJohnson@chambleega.gov>; kbarker@cityofclarkston.com; kaiser@co-infra-services.com; jennings.bell@decaturga.com; Luke Howe (Luke.Howe@Doravillega.us) <Luke.Howe@Doravillega.us>; Michael.Smith@dunwoodyga.gov; deborah.jackson@lithoniacity.org; valeriecaldwell@bellsouth.net; publicworks@stonemountaincity.org; Randall Hulsey (rhulsey@co.douglas.ga.us) <rhulsey@co.douglas.ga.us>; bpeck@co.douglas.ga.us; Roberts, Greg <robertsg@douglasvillega.gov> (robertsg@douglasvillega.gov) <robertsg@douglasvillega.gov>; antonio.valenzuela@fultoncountyga.gov; ajones@alpharetta.ga.us; jamusa@alpharetta.ga.us; Robbie Rokovitz (robbie.rokovitz@chatthillsga.us) <robbie.rokovitz@chatthillsga.us>; Darold Wendlandt <darold.wendlandt@chatthillsga.us> (darold.wendlandt@chatthillsga.us) <darold.wendlandt@chatthillsga.us>; vreynolds@eastpointcity.org; Lester Thompson (lthompson@fairburn.com) <lthompson@fairburn.com>; 'Lee Sudduth'

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(mmason@collegeparkga.com) <mmason@collegeparkga.com>; Cindy Hanson <Hanson@citypalmetto.com>
(Hanson@citypalmetto.com) <Hanson@citypalmetto.com>; Clay, Rebecca J (rjclay@burnsmcd.com)
<rjclay@burnsmcd.com>; Nursef Kadir <nkadir@AtlantaGa.Gov>; 'Tai, Mark A.' <MATai@AtlantaGa.Gov>; Lewis,
Jonathan <jlewis@AtlantaGa.Gov> (jlewis@AtlantaGa.Gov) <jlewis@AtlantaGa.Gov>; Jeter, Lawrence
<LJeter@AtlantaGa.Gov> (LJeter@AtlantaGa.Gov) <LJeter@AtlantaGa.Gov>; Cindy.Jenkins@CH2M.com; Miguel Valentin
(Miguel.Valentin@RockdaleCountyGA.gov) <Miguel.Valentin@RockdaleCountyGA.gov>; brian.frix@conversga.gov; Brad
Sutton <brad.sutton@conversga.com> (brad.sutton@conversga.com) <brad.sutton@conversga.com>
Cc: DeNard, Paul <pdenard@dot.ga.gov>

Subject: FW: ADDITIONAL LMIG PROGRAM FUNDING FOR FY 2017

Importance: High

The GDOT LMIG Program will be receiving additional funding for FY 2017 for the Off System Safety Program (OSS). Projects will be funded based on available resources per proposed project. Each local government will be responsible for developing a project list and submitting it to the District along with an LMIG application for review. Local governments that are awarded a Grant will be responsible for all necessary field work, plan preparation and advertising the projects for bid. Local governments will also be fully responsible for all clearance of environmental requirements, utility adjustments and right of way. This program will follow the normal LMIG process with payment being made directly to the local government after eligibility requirements are met including the 30% match.

Attached are the guidelines and criteria concerning the FY 2017 LMIG Off System Safety Program. As stated in the guidelines and criteria, local governments can also submit projects that are based solely on roads that show evidence of faded or deteriorated signs and pavement markings. We urge each local government to submit as much supporting data as possible for the review of these local roadways to be considered for OSS Funds. This could include crash data but is not limited to pictures of the faded or deteriorated signs, traffic signal study, pedestrian study, etc. Any supporting data that the local government feels would justify the roadways and type of safety improvements being requested.

As indicated in the guidelines and criteria the eligible contract items for the OSS Program are listed. The improvements listed in the guidelines is not all inclusive and sidewalks are an eligible safety improvement. GDOT will be glad to review these type of projects for OSS funding.

The District will require the following information for the processing of the proposed project:

- Cover letter signed by Mayor or Commission Chairman
- LMIG 2017 application
- LMIG 2017 Project List
- Map or maps of the proposed roadways

The LMIG 2017 application and LMIG 2017 blank project report are attached. Please submit a detailed estimate with the safety action project road information, depending on the type of project; the forms that are attached.

GDOT would like to specify that the local governments are aware of the very stringent time line that these projects have associated with them:

PROGRAM DEADLINES:

- Applications/Information to District no later than **May 12, 2017**
- District submittal to downtown no later than **May 31, 2017**
- Authorization of Projects by **June 30, 2017**
- Projects under contract or completed by **December 31, 2017**

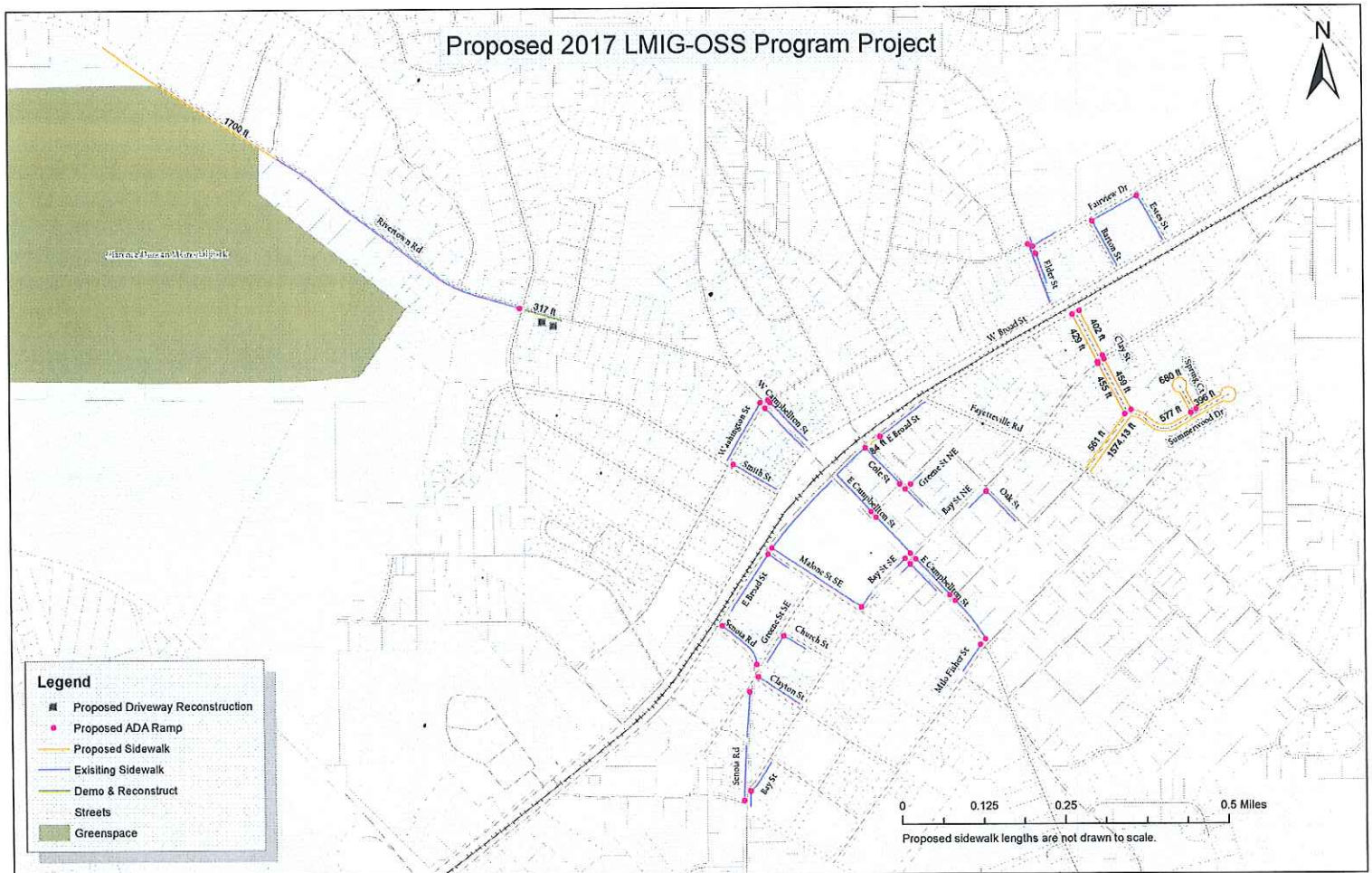
Funding for each project will be evaluated based on each project received by the District. Upon approval, the District will send a letter to the local government with the recommended approval amount for the proposed project. There will be no additional funding provided for the approved project as GDOT participation will be capped at the award amount.

GDOT would also like to make the local governments aware that the District Office will still be working with local governments for the submission of FY 2018 OSS Projects. Should the local governments decide that they still have a viable OSS project, but due to the stringent time frames of the FY 2017 LMIG program feel they cannot meet, the Department still needs projects for FY 2018, which will be funded by federal funds, done through the PDP process as GDOT let projects. We will be glad to review, meet and discuss these projects as well.

GDOT is looking forward to working with the local governments to make this new program a great success. Should you have any questions, would like to discuss or would like to meet, please feel free to give me a call.

Katie Mullins
 District State Aid Coordinator
 District 7
 5025 New Peachtree Road
 Chamblee, Georgia 30341
770-216-3867
 DOT Cell Phone No: 404-309-6918

Pedestrian deaths are surging in Georgia - 206 people were killed while walking in 2015. With pedestrian deaths up 37% in two years, Georgia DOT's SEE & BE SEEN campaign, in partnership with PEDS, aims to make it safer to walk in Georgia. Safety is a shared responsibility. Walkers and drivers: Pay attention. Walkers: make sure you can **SEE & BE SEEN**. Drivers: Slow down (speed kills). Visit www.dot.ga.gov/DS/SafetyOperation/SBS. #ArriveAliveGA





CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVE THE FULTON COUNTY CDBG COOPERATION AGREEMENT FOR FY's 2018-2020 & ADOPTION OF THE RESOLUTION TO BE INCLUDED IN THE PROGRAM.

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

Submitted: 08/08/2017 Work Session: 08/08/2017 Council Meeting: 04/14/2017

DEPARTMENT: Engineering

BUDGET IMPACT: There are no expenses associated with the agreement. However, funding will need to be identified in subsequent years to provide the local match.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Fulton County Community Development Block Grant (CDBG) Cooperation Agreement for Fiscal Years 2018-2020 and adopt the associated Resolution.

HISTORY: Fulton County has provided administrative services associated with the Community Development Block Grant (CDBG) Program for the last several program cycles and is proposing to perform these services once again. In the past, we have used the funds derived from the Fulton County CDBG Program to make infrastructure improvements in the Lightning Neighborhood, one of the most impoverished communities within the City of Fairburn. In 2016, CDBG Funds were used to make improvements to Cora Robinson Park instead of continuing to improve the infrastructure in the community. The Cora Robinson Community Park and playground serves the predominantly residential L/M residential Lightning Community and was suffering from years of neglect and deterioration. It is our goal to continue making improvements in the Lightning Community, whether these improvements come by way of infrastructure or park enhancements, clearance, or through the acquisition of real property,

FACTS AND ISSUES: The Cooperative Agreement spells out standard federal program requirements that the County is passing on to the City related to the grants such as Fair Labor Standards, environmental review, advertising, sub-contracting, and recognition for the County and HUD. Authorizing the Mayor to sign the Agreement will allow the City of Fairburn to continue to leverage CDBG funds as in previous years. The Mayor is also required to sign the associated Resolution as evidence of the authorizing execution of said Agreement.

RECOMMENDED ACTION: Staff recommends that City Council authorizes the Mayor to sign the Cooperative Agreement and that Mayor and City Council adopt the resolution as presented.

Stephen Hood, Interim City Administrator

Mario B. Avery, Mayor



City of Fairburn
56 Malone Street
Fairburn, GA 30213

CITY OF FAIRBURN AGENDA ITEM FACTS SHEET

To: City Administrator, Mayor and Council

From: Deputy Director Community Development

Date: August 8, 2017

Re: Facts Sheet for the Approval of the Fulton County Community Development Block Grant (CDBG) Cooperation Agreement for Fiscal Years 2018-2020 and the Adoption of the associated Resolution.

Who:

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

What:

For Mayor and Council to approve the Fulton County Community Development Block Grant (CDBG) Cooperation Agreement for Fiscal Years 2018-2020 and adopt the associated Resolution.

Why:

Execution of the Agreement is required to continue participation in the Fulton County CDBG Program and to formalize the duties and responsibilities of both the Fulton County and the City of Fairburn.

When:

The Agreement covers Fiscal Years 2018-2020.

Where:

All of the proposed work associated the Agreement will take place in the Lightning Community.

How:

Authorizing the Mayor to sign the Agreement will allow the City of Fairburn to continue to leverage CDBG funds as in previous years. The Mayor is also required to sign the associated Resolution as evidence of the authorizing execution of said Agreement.

**FULTON COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT;
EMERGENCY SOLUTIONS GRANTS AND HOME PROGRAMS
COOPERATION AGREEMENT
[AUTHORITY: CPD NOTICE-14-07 04/25/2014]
(Federal FYs2018 - 2020)**

**STATE OF GEORGIA
COUNTY OF FULTON**

This Cooperation Agreement ("Cooperation Agreement"), made this _____ day of 2017, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as "the County"), acting by and through its duly elected Board of Commissioners, and the City of , Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "the City").

WITNESSETH THAT:

WHEREAS, it has been determined by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") that Fulton County, Georgia possesses the powers necessary to undertake essential community development and housing assistance activities in the unincorporated areas of the County and incorporated municipalities through its Cooperation Agreement with the City; and

WHEREAS, HUD has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended the HOME Investment Partnerships Program funds, and the Emergency Solutions Grant (ESG); and

WHEREAS, these funds [and any program income derived from these expenditures of CDBG, HOME and ESG funds] will be used to address certain needs of predominantly low and moderate income persons to be made available for Federal Fiscal Years 2018, 2019, and 2020, and annually thereafter unless otherwise terminated in writing by the County or the City; and

WHEREAS, the County and the City agree to execute this Cooperation Agreement with the understanding that this decision is binding for a period of three-years and will automatically be renewed for participation in successive three-year qualification periods unless otherwise terminated in writing by either party upon the expenditure of Community Development Block Grant and HOME Investment Partnerships Program funds granted by the County to the City; and Emergency Solutions Grant (ESG); and

WHEREAS, neither party shall terminate or withdraw from this Cooperation Agreement after the date specified in HUD's urban county qualification notice for the next qualification period, the County will notify the City in writing of its right to terminate or withdraw from this Cooperation Agreement; and

WHEREAS, the County and the City agree to adopt any amendment to the Cooperation

1 Agreement incorporating changes necessary to meet the requirements for cooperation
2 agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-
3 year urban county qualification period and annually thereafter, and to submit such amendment to
4 HUD as provided in the urban county qualification notice, unless changes in the Cooperation
5 Agreement required by HUD would necessitate the execution of a new cooperation agreement,
6 and/or unless the participating municipality elects to be excluded from the cooperation
7 agreement at the beginning of each three year cycle and [as further described in this Cooperation
8 Agreement], beginning with FY 2018; and that such failure to comply will void the automatic
9 renewal for such qualification period; and

10
11 **WHEREAS**, in order for the County to undertake such activities in the incorporated
12 jurisdictions in the County, the consent of the governing body of the local jurisdiction must be
13 secured and a cooperation agreement executed between the County and the local jurisdiction;
14 and

15
16 **WHEREAS**, it is necessary that the County enters into a three (3) year cooperation
17 agreement with each local jurisdiction in the County (except for the Cities of Atlanta, Johns
18 Creek, Roswell, and Sandy Springs) for participation in the Community Development Block
19 Grant (CDBG) program, HOME Investment Partnerships Program; and the Emergency Solutions
20 Grant (ESG); and

21
22 **WHEREAS**, the City elects to participate in the County's CDBG, HOME and ESG
23 programs the County and the City agree to cooperate to undertake, or assist in undertaking,
24 community development and housing activities in accordance with this Cooperation Agreement
25 and applicable rules and regulations under the CDBG, HOME and ESG programs, and further
26 agrees to not apply for grants under the Small Cities or State CDBG Programs and to not form a
27 consortium with other local governments from appropriations for fiscal years during the period
28 in which it is participating in the urban county's CDBG, HOME and ESG programs.

29
30 **NOW THEREFORE**, in consideration of the mutual covenants contained herein, the
31 parties hereby agree as follows:

- 32
33 1. That the County has the authority to carry out activities, from the annual
34 appropriations of Federal Community Development Block Grant funds and from
35 any program income, generated from the expenditures of such funds.
36 2. Pursuant to 24 CFR Part 570.501(b) the City is subject to the same requirements
37 applicable to subrecipients, including the requirement of a written cooperation
38 agreement set forth in 24 CFR 570.503.
39 3. That the City hereby elects to participate in the County's CDBG, HOME and ESG
40 Programs with the understanding that this decision is binding for a period of three
41 (3) years and annually thereafter and remains in effect until all funded activities
42 are completed and all program income received (with respect to activities carried
43 out during the three-year qualification period, and any successive qualification
44 periods) are expended, and that the County and the City cannot terminate or
45 withdraw from the Cooperation Agreement while it remains in effect.
46 4. That the aggregate use of the CDBG, HOME and ESG funds received by the City

1 annually, shall principally benefit persons of low- and moderate- income in a
2 manner that ensures that not less than seventy (70%) of such funds are used for
3 activities that benefit such persons during such period. Further, as part of each
4 annual proposal submitted by the City to the County for the use of the CDBG,
5 HOME and ESG funds for that year, the City shall indicate how and when the
6 City proposes to achieve this 70% objective.

7 5. That the aggregate use of funds for the benefit of low- and moderate-income
8 persons shall also apply to the County in its use of CDBG, HOME and ESG funds
9 for unincorporated Fulton County.

10 6. That the County and the City agree to cooperate to undertake, or assist in
11 undertaking community renewal, and lower income housing assistance activities.

12 7. That the County and the City have adopted and are enforcing:

13 (1) A policy prohibiting the use of excessive force by law enforcement
14 agencies within its jurisdiction against any individuals engaged in non-
15 violent civil rights demonstrations; and

16 (2) A policy of enforcing applicable State and local laws against physically
17 barring entrance to or exit from a facility or location which is the subject
18 of such non-violent civil rights demonstrations within its jurisdiction.

19 8. That the grant will be conducted and administered in conformity with the Civil
20 Rights Act of 1964 and the Fair Housing Act, and the City will affirmatively
21 further fair housing.

22 9. That City may not sell, trade, or otherwise transfer all or any portion of such
23 funds to a metropolitan city, urban county, unit of general local government, or
24 Indian tribe, or insular area that directly or indirectly receives CDBG funds in
25 exchange for any other funds, credits or non-Federal considerations, but must use
26 such funds for activities eligible under Title I of the Housing and Community
27 Development Act of 1974, as amended.

28 10. The City agrees that, as determined by the County, to carry out a community
29 development program and the approved Consolidated Plan and/or meet other
30 requirements of the CDBG, and where applicable, HOME and ESG program, and
31 other applicable laws.

32
33
34 **BE IT FURTHER AGREED**, as follows:

35
36 §570.602 SECTION 109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF
37 1974 (AS AMENDED: 42 U.S.C. 5301)

38
39 That the County and the City shall take all actions necessary to assure compliance with
40 SECTION 104(b) of THE HOUSING & COMMUNITY DEVELOPMENT ACT OF
41 1974 (AS AMENDED: 42 U.S.C. 5301), as well as Title VI of the CIVIL RIGHTS ACT
42 of 1964, the FAIR HOUSING ACT, SECTION 109 OF TITLE I of the HOUSING AND
43 COMMUNITY DEVELOPMENT ACT OF 1974, and other applicable laws. The
44 County shall prohibit funding to the City for activities, if the City does not affirmatively
45 further fair housing within the City's jurisdiction or if the City impedes the County's
46 actions to comply with the County's fair housing certification. The City and the County

1 provide that no persons in the United States shall, on the ground of race, color, religion,
2 sex, or national origin, be excluded from participation in, be denied the benefit of, or be
3 subjected to discrimination under this Cooperation Agreement.
4

5 §570.603 LABOR STANDARDS 6

7 That the County and the City shall take all actions necessary to assure compliance with
8 the Labor Standards set forth in Section 110 of the Act, as well as those standards
9 imposed by or pursuant to the Davis-Bacon and Contract Work Hours and Safety
10 Standards Acts.
11

12 §570.604 ENVIRONMENTAL STANDARDS 13

14 That the County shall take all actions necessary to assure compliance with the National
15 Environmental Policy Act of 1969 and other provisions of law, which further the purpose
16 of such Act.
17

18 §570.605 NATIONAL FLOOD INSURANCE PROGRAM 19

20 That the County and the City shall take all actions necessary to assure compliance with
21 Section 202(a) of the Flood Disaster Protection Act of 1973.
22

23 §570.606 RELOCATION, DISPLACEMENT, AND ACQUISITION 24

25 That the County and the City shall take all actions necessary to assure compliance with
26 the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of
27 1970, and other provisions of law, which further the purpose of such Act.
28

29 §507.607 EMPLOYMENT AND CONTRACTING OPPORTUNITIES 30

31 That, during its performance under this Cooperation Agreement, the City shall take all
32 actions necessary to assure compliance with Executive Order 11246, which provides that
33 no person shall be discriminated against on the basis of race, color, religion, sex, or
34 national origin in all phases of employment during the performance of Federal or
35 federally assisted construction contracts.
36

37 §570.608 LEAD-BASED PAINT 38

39 That, during its performance under this Cooperation Agreement, the City shall take all
40 necessary actions to assure compliance with Section 401(b) of the Lead-Based Paint
41 Poisoning Prevention Act.
42

43 §570.609 DEBARRED, SUSPENDED, OR INELIGIBLE CONTRACTORS OR 44 SUBCONTRACTORS 45

46 That, during its performance under this Cooperation Agreement, the City shall take all

1 actions necessary to assure that under this part, the City will not employ, award contracts
2 to, or otherwise engage the services of, or fund any contractor or subcontractor during
3 any period of debarment, suspension, or placement in ineligibility status under the
4 provisions of 24 CFR Part 5.

5
6 §570.610 UNIFORM ADMINISTRATIVE REQUIREMENTS
7

8 That, during its performance under this Cooperation Agreement, the City shall comply
9 with the requirements and standards of the Office of Management and Budget (OMB)
10 Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments,"
11 Circular A-128, "Audits of State and Local Governments", and applicable sections of 24
12 CFR part 85 "Uniform Administrative Requirements for Grants and Cooperation
13 Agreements to State and Local Governments" and related provisions specified under 24
14 CFR 570.502 (a).
15

16 §570.611 CONFLICT OF INTEREST
17

18 That, during its performance under this Cooperation Agreement, the City shall take all
19 necessary actions to comply with the conflict of interest provisions in 24 CFR 85.36 and
20 OMB Circular A-110.
21

22 §570.612 EXECUTIVE ORDER 12372
23

24 That, during its performance under this Cooperation Agreement, the County, and the City
25 shall take all necessary actions to comply with Intergovernmental Review of Federal
26 Programs.
27

28 §570.613 ELIGIBILITY FOR CERTAIN RESIDENT ALIENS
29

30 That, during its performance under this Cooperation Agreement, the City shall take all
31 necessary actions to comply with restrictions applicable to legalized aliens as described in
32 24 CFR part 49.
33

34 HB 87 ILLEGAL IMMIGRATION REFORM
35

36 Among other measures, the Illegal Immigration and Reform Enforcement Act of 2011:

37
38 - Requires subcontractors and sub-subcontractors to submit their E-Verify affidavits to
39 the contractors working on public projects. The contractor then must forward affidavits
40 to the local government within five (5) days of receipt.
41

42 - Requires local governments to submit E-Verify compliance reports to the state auditor
43 annually by December 31. If the auditor finds a violation in this reporting, the county or
44 city has 30 days to demonstrate compliance or will lose their qualified local government
45 status. Local governments in disagreement may seek relief through the Office of State

Administrative hearings. Counties will not be held responsible for the failure of Constitutional Officers failing to abide by this requirement.

- Creates an offense of aggravated identify fraud for those knowingly using fake identification to obtain employment with the punishment being from 1-15 years in prison and a fine of up to \$250,000.

- Authorizes law enforcement officers to verify, through one of several listed documents or immigration verification programs, the immigration status of those they have probable cause to suspect of committing a criminal offense. If the person is found to be an illegal immigrant, the officer may take any action authorized by state or federal law, and has immunity from damages or liability in the process.

- Allows, local law enforcement agencies to arrest any person for a violation of federal immigration law when authorized by federal law.

- Requires private businesses with more than 10 employees to sign an affidavit and attest they are registered to use E-Verify in order to obtain or renew a local business license, occupation tax certificate or other document required to operate a business. Counties and cities must file a report annually, to the Department of Audits, which identifies each license or certificate they issued during the year - to include the name of the person and business and their E-Verify number. Any person, including county employees, who knowingly violate this reporting requirement, shall be guilty of a misdemeanor.

- Requires any applicant who applies for a public benefit (or who must provide identification for any official purpose) to provide secure and verifiable documents to the county to prove their legal status. Local government employees in willful violation are guilty of a misdemeanor. Each year the Attorney General will provide a list of "secure and verifiable" documents.

- Creates the Immigration Enforcement Review Board, attached to the Department of Audits, which will take complaints, investigate and enforce the provisions of this Act.

§570.902 TIMELY CDBG PROGRAM EXPENDITURES

That the County shall take all actions necessary to assure compliance with timely program expenditures to keep the County's CDBG entitlement balance below the 1.5 ratio.

§91.505 AMENDMENTS TO THE CONSOLIDATED PLAN

That the County and the City will take all necessary actions to assure compliance with all requirements of 24 CFR part 91.105 Citizen Participation Plan; Local Governments. The County's criteria, which is used to determine a substantial amendment in accordance with the County's citizen participation plan, is any change in the project funding amount that

1 either increases or decreases the project funding amount by sixty percent (60%) or more.

2
3 **BE IT FURTHER AGREED, as follows:**

4
5 **I. ALLOCATION OF FUNDS**

6
7 The annual CDBG, ESG and Home programs for the County will be developed based on
8 the amount of CDBG and HOME funds awarded to the County by HUD. A maximum of
9 forty- five percent (45%) or a minimum of twenty-five (25%) may be allocated to the
10 participating jurisdictions and the balance to Fulton County, based on the percentage of
11 low to moderate income levels, using the most current U.S. census data or other mutually
12 accepted data. The allocation of the annual HOME funds will be allocated for Housing
13 Development (Rehabilitation, Acquisition, Construction, and Rental Assistance).
14

15 **II. PROGRAM INCOME REQUIREMENTS**

- 16
17 a) That, the City must inform the County of any income generated by the City by the
18 expenditure of CDBG and HOME funds, by providing the County information on
19 the amount of the program income, how it was generated, and the City's proposed
20 use of the income; and
21 b) That, any such program income generated by the City may be retained by the City
22 subject to requirements set forth in this Cooperation Agreement, provided
23 however, that the City uses the income for an approved activity or an activity that
24 has been created by program amendment; and
25 c) That, any program income retained by the City may only be used for eligible
26 activities in accordance with all applicable CDBG and HOME requirements as
27 may apply; and
28 d) That, the County has the responsibility for monitoring and reporting to HUD on
29 the use of any such program income, and as such, the City must maintain
30 appropriate records for reporting purposes and provide said reports to the County
31 at the County's request; and
32 e) That, in the event of close-out or change in status of the City's participation in the
33 CDBG and HOME programs, any program income that is on hand or received
34 subsequent to the close-out or change in status shall be paid to the County.
35

36 **III. REAL PROPERTY ACQUISITION OR IMPROVEMENTS**

- 37
38 a) That, the City shall, in a timely fashion, notify the County of any modification or
39 change in the use of real property from that planned at the time of acquisition or
40 improvement including disposition; and
41 b) That, the City shall reimburse the County in an amount equal to the current fair
42 market value (less any portion thereof attributable to expenditures of non-CDBG
43 and HOME funds) of property acquired or improved with CDBG and HOME
44 funds that is sold or transferred for a use which does not qualify under the CDBG
45 and HOME regulations; and
46 c) That, the City shall transfer to the County any program income generated from the

1 disposition or transfer of property prior to or subsequent to the close-out, change
2 of status or termination of this Cooperation Agreement.
3

4 **IV. ADMINISTRATIVE RESPONSIBILITIES**

5 **A) RESPONSIBILITIES OF THE COUNTY:**

- 6 1. The County shall be responsible for the preparation and submission of the annual
7 CDBG Consolidated Plan to HUD.
- 8 2. The County shall have final responsibility for the selection of projects and
9 activities that become part of the annual Consolidated Plan; provided, however,
10 that the County shall not include in its Consolidated Plan any community
11 development or housing activity within the City which is not mutually acceptable
12 to both the City and the County, except in instances involving private property,
13 provided however, that the activity is consistent with the City's existing plans and
14 ordinances.
- 15 3. The County shall request proposals from the City regarding the City's proposed
16 use of the CDBG, HOME and ESG funds as part of each annual preparation and
17 submission of the Consolidated Plan.
- 18 4. The County shall provide the City a copy of each annual Consolidated Plan
19 submitted to HUD.
- 20 5. The County shall be responsible for fulfilling the requirements of Executive Order
21 12372 Intergovernmental Review Procedures as part of the preparation and
22 submission of the Consolidated Plan.
- 23 6. The County shall be responsible for fulfilling the CDBG, HOME and ESG citizen
24 participation requirements as part of the annual preparation and submission of the
25 CDBG Consolidated Plan, to include the requirement that at least one public
26 hearing be conducted prior to submission of the Consolidated Plan to HUD, and
27 the publishing of the Consolidated Plan.
- 28 7. The County shall be responsible for amending the Consolidated Plan and
29 transmitting such amendment to HUD.
- 30 8. The County shall be responsible for conducting on-site monitoring visits and
31 performance reviews of the City's use of the CDBG and HOME funds. This
32 monitoring and review shall include the City's management systems and
33 procedures as they relate to the administration of CDBG and HOME assisted
34 projects and activities.
- 35 9. The County shall be responsible for environmental review and clearance for all
36 CDBG, HOME and ESG assisted activities.
- 37 10. The County shall be responsible for generating a Wage Determination for all
38 CDBG and HOME assisted construction projects. The County shall ensure that
39 the City receives a copy of the Wage Determination.
- 40 11. The County shall receive a copy of all CDBG and HOME assisted contracts and
41 agreements proposed by the City prior to the City's award of such contracts or
42 agreements.
- 43 12. The County shall provide technical assistance to the City in the form of oral
44 and/or written guidance and on-site visits regarding CDBG and HOME program
45
46

requirements and procedures. This technical assistance may include preparation of contract documents for the City, and contracting for the City, and management of the City's projects and activities, or other administrative requirements as provided herein, provided however, that the City shall request in writing this particular assistance from the County, and that any costs resulting from this assistance be chargeable to the City's share of the County's CDBG and HOME funds.

13. The County shall have the authority to review all written procedures and all materials, notices, documents, etc., prepared by the City as part of the City's administration of CDBG and HOME assisted activities and use of funds.

B) RESPONSIBILITIES OF THE CITY:

1. The City shall be responsible for submitting proposals to the County for the use of CDBG and HOME programs funds. Proposals shall be submitted on forms established by the County, and shall be submitted within the time limit established by the County. As part of this annual submission, the City shall indicate how and when it proposes to achieve the 70% objective for benefit to low- and moderate-income persons as provided in number 4 of page 2 herein.
2. The City shall not incur any cost related to a CDBG and HOME assisted activity until such time that the environmental assessment of the activity is completed. Any cost incurred by the City in violation of the CDBG and HOME implementing regulations pertaining to the National Environmental Protection Act (NEPA) shall become the responsibility of the City through resources other than CDBG and HOME funds.
3. The City shall be responsible for publishing a notice in a local community newspaper, of the City's proposed use of the CDBG and HOME funds allocated to it by the County for each annual program as part of the County's preparation of the annual Consolidated Plan. The City shall provide the County a copy of said notice.
4. The City shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its CDBG and HOME assisted project(s). Procurement shall be carried out by the City in accordance with the "Common Rule" 24 CFR Part 84, "Administrative Requirements for Grants and Cooperation Agreements to State, Local and Federally recognized Indian Tribal Governments".
5. The City shall be responsible for publishing Bid Advertisements, Requests for Proposals, and the like, for CDBG and HOME assisted activities where the City proposes to be a party to the contract for the solicited services.
6. For each CDBG and HOME assisted construction project in which the City is party to the construction contract, the City shall provide the County a copy of the Contract, Bid Advertisement, Notice of Award, Notice to Proceed, Certificate of Final Inspection of acceptance of work, and all change orders.
7. The City shall provide the County a copy of all CDBG and HOME assisted contracts and agreements executed by the City.
8. The City, in conjunction with the County, shall be responsible for conducting a

- preconstruction conference for all CDBG and HOME assisted constructed projects where the City is party to the construction contract.
9. Prior to the City's award of a CDBG and HOME assisted contract or agreement, the City must verify the proposed contractor's and sub-contractor's eligibility from the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 10. The City shall be responsible for conducting employee interviews, and securing and examining payrolls for all CDBG and HOME assisted City construction projects and shall forward all original documents to the County.
 11. The City may undertake CDBG and HOME assisted construction projects using municipal labor and equipment ("force account"). The City's CDBG and HOME allocation for the project concerning labor and equipment are eligible for such costs.
 12. The City shall provide its citizens with reasonable access to records regarding the past use of CDBG and HOME funds, consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
 13. The City shall maintain accounts and records, including furnishings and personal property records in accordance with OMB Circular A-21, A-87, or A-122 as applicable, and financial records adequate to identify and account for all costs pertaining to this Cooperation Agreement and such other records as may be requested by the County to assure proper accounting for all funds, both public and private. Said records shall be made available for audit purposes to the County, the U.S. Department of Housing and Urban Development or any authorized representative, and shall be retained unless permission to destroy them is granted by the County. The City's records and accounts shall at all times meet or exceed the applicable requirements of Federal, State and County law, rules and regulations. Further, the City shall submit detailed reports on the progress made and services provided during the course of this project. At a minimum, these reports shall be submitted on a monthly basis, and shall include the same information indicated in the "Monthly and Year End Performance Report" attached hereto.
 14. The City shall provide the County an audited report detailing the City's receipt and expenditure of County CDBG and HOME funds. This report shall be due by a date(s) to be mutually established between the City and County.
 15. The City shall cooperate with the County in correcting or addressing any findings or deficiencies noted by HUD with respect to the County's performance under the CDBG and HOME program. Further, the City shall immediately correct or remedy any and all findings or deficiencies noted in the City's performance under the program, or in the City's use of the CDBG and HOME funds.
 16. The City shall ensure that all printed material describing a CDBG or HOME project or project financed in whole or in part with CDBG or HOME funds gives recognition to the County and HUD.
 17. The City shall participate in the County's CDBG and HOME programs and agree to cooperate to undertake, or assist in undertaking, community development, and housing activities in accordance with this Cooperation Agreement and all applicable rules and regulations under the CDBG and HOME programs, and not

1 apply for grants under the Small Cities or State CDBG Programs. The City cannot
2 form a consortium with other local governments from appropriations for fiscal
3 years during the period in which it is participating in the Urban County's CDBG
4 and HOME programs.
5

6 **C) JOINT COUNTY AND THE CITY RESPONSIBILITIES:**
7

- 8 1. It is the policy of Fulton County Government, its agencies, departments, and
9 agents to comply with the Georgia Security and Immigration Compliance Act
10 (GSICA), as amended from time to time. The Illegal Immigration and Reform
11 Enforcement Act of 2011: requires Fulton County to require at a minimum,
12 subcontractors and sub-subcontractors to submit their E-Verify affidavits to the
13 contractors working on public projects. The contractor then must forward
14 affidavits to the local government within five (5) days of receipt. The contractors
15 shall submit forms indicated as "Affidavit Verifying Status of Benefit Applicant,
16 City's Affidavit, Contractor's Affidavit and Subcontractor's Affidavit" attached
17 hereto.
- 18 2. The County and the City shall use these funds [and any program income derived
19 from these expenditures of CDBG and HOME funds], to address certain needs of
20 predominantly low and moderate income persons to be made available during the
21 period beginning with Federal Fiscal Year 2018 and continuing in place and in
22 full effect until funds are expended and the funded activities completed. The
23 agreement remains in effect during the three-year qualification period, and any
24 successive qualification periods under agreements are expended and the funded
25 activities completed, and the County and City cannot terminate or withdraw from
26 the agreement while it remains in effect.
- 27 3. The County and the City shall execute this Cooperation Agreement at the end of
28 each three-year qualification period and agree to adopt any amendment to the
29 agreement incorporating changes necessary to meet the requirements for
30 cooperation agreements set forth in an Urban County Qualification Notice
31 applicable for a subsequent three-year urban county qualification period, and to
32 submit such amendment to HUD as provided in the urban county qualification
33 notice, and that such failure to comply will void the automatic renewal of such
34 qualification period.
- 35 4. The City shall take affirmative steps to assure that small and minority businesses
36 are utilized when possible as sources of supplies, equipment, construction and
37 services, consistent with those steps described in the "Common Rule," 24 CFR,
38 85.36(e) (1-2).
39

40 **V. OTHER ADMINISTRATIVE PROVISIONS**
41

- 42 a) The County, at its sole option, may utilize its CDBG Letter of Credit established
43 with the U.S. Treasury for the purpose of providing interim financing for
44 economic development related projects. Such use shall be based on guidelines
45 and procedures established by the County. Further, the City may also utilize this
46 interim financing capability upon approval of the County.

1
2 **VI. FAILURE TO CARRY OUT ACTIVITIES IN A TIMELY MANNER**
3

4 The City agrees to carry out its approved CDBG and HOME activities in a timely
5 manner. "Timely manner" shall mean:
6

7 (1) that all or part of the funds for an activity, to include planning and/or design if
8 applicable, are committed to a binding contract or agreement within twelve (12)
9 calendar months from the start of the program year in which the funds are
10 awarded; and

11 (2) that the City will make reasonable progress in completing this activity. The
12 definition of "reasonable progress" will differ from activity to activity, depending
13 on the size, scope, and complexity of the activity. However, reasonable progress
14 shall generally mean completion of the activity within fourteen (14) calendar
15 months from the start of the program year in which the funds are awarded.
16 Exceptions to this 14-month completion requirement shall, at the County's option,
17 be granted on a case-by-case basis.
18

19 Failure by the City to carry out an activity in a timely manner shall mean that the County,
20 at its option, shall recapture all unspent funds designated for an activity and/or deny
21 additional annual funding. If the City wants to appeal for an extension, the City must
22 notify the County in writing six (6) months before the fourteen (14) months funding
23 period ends. The County has the option to approve or disapprove the extension. Funds
24 recaptured or withheld by the County will not be returned or reallocated to the City. Said
25 funds will be allocated to other Fulton County projects that will ensure that the County
26 expenditure rate is consistent with HUD requirements in (24 CFR 570.902).
27

28 **VII. TERMINATION OF CONTRACT FOR CAUSE**
29

30 If, through any cause, the City shall fail to fulfill in timely and proper manner its
31 obligations under this Cooperation Agreement, or in the event that any of the provisions
32 or stipulations of this Cooperation Agreement are violated by the City, the County shall
33 thereupon have the right to suspend or terminate this Cooperation Agreement by giving
34 written notice to the City of its intent to terminate or suspend the Cooperation
35 Agreement, specifying the reasons for such intention to terminate or suspend the
36 Cooperation Agreement. Unless within ten (10) days after serving of such notice (by
37 hand delivery or posting in the U. S. Mail) upon the City such violation or delay shall
38 cease or arrangements for correction satisfactory to the County be made, the Cooperation
39 Agreement shall, upon expiration of said ten (10) days, be suspended or terminated
40 without further notice. Upon such suspension or termination, the City will be
41 compensated by the County for expenses deemed by the County to be due and
42 reasonable.
43

44 **VIII. TERMINATION FOR CONVENIENCE OF THE COUNTY**
45

46 Should the U. S. Department of Housing and Urban Development institute corrective

1 and/or remedial actions against the County in accordance with regulations under the
2 CDBG and HOME program where such actions impede or halt the disbursement of
3 Fulton County CDBG and HOME funds under this Cooperation Agreement, the County
4 may terminate this Cooperation Agreement by giving at least fifteen (15) days prior
5 notice in writing (by hand delivery or posting in the U. S. Mail) to the City.
6
7

8 **IX. REVERSION OF ASSETS**
9

10 (1) Upon expiration or termination of this Cooperation Agreement, the City shall transfer
11 to the County any CDBG and HOME funds on hand at the time of expiration or
12 termination and any accounts receivable, including Program Income receipts, attributable
13 to the use of County CDBG and HOME funds.

14 (2) Should a project financed in whole or in part with CDBG funds fail to meet a CDBG
15 National Objective or CDBG eligibility requirements upon completion, the City must
16 reimburse to the County all CDBG funds received by the City from the County that were
17 invested in the project.

18 (3) Further, in the event that the City should sell or otherwise dispose of any property
19 acquired with Fulton County CDBG and HOME funds, the manner of said disposition
20 shall result in the County being reimbursed in an amount of the current fair market value
21 of the property at that time less any portion of the value attributable to expenditures of
22 non-Fulton County CDBG and HOME funds. In the event that such sale or disposition
23 occurs after ten (10) years, such reimbursement shall not be required.
24

25 **X. FAILURE TO PERFORM**
26

27 The County, at its option, may deny annual funding if the City's performance during the
28 previous funding year did not meet all of the terms of this Cooperation Agreement and/or
29 any Subrecipient Agreement.
30

31 **XI. CORRESPONDENCE AND NOTIFICATION**
32

33 All correspondence or notifications by the City to the County regarding the County's
34 CDBG, HOME and ESG program should be directed to Fulton County Housing and
35 Community Development. Any correspondence or notifications by the City to HUD
36 should be directed to the Director, Office of Community Planning and Development,
37 Georgia State Office.
38
39

40 **[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

1 **IN WITNESS HEREOF**, of the parties hereunto have set their hands and seals.

2
3 CITY OF

4 FULTON COUNTY

5
6
7 _____
8 Frankie L. Atwater, Sr.
9 Director, Department of Housing and
10 Community Development

11 Date: _____

12
13 _____
14 , Mayor
15 City of

16 _____
17 John H. Eaves, Chair
18 Fulton County Board of
19 Commissioners

20 Date: _____

21 Date: _____

22 ATTEST:

23 ATTEST:

24
25
26 _____
27 , City Administrator
28 City of

29 _____
30 Tonya Grier, Interim Clerk to the
31 Commission
32 Fulton County Board of
33 Commissioners

34 Approved As To Form:

35 Approved As To Form:

36
37
38 _____
39 _____, City Attorney
40 City of

41 _____
42 Office of the County Attorney

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FAIR HOUSING CERTIFICATION

In accordance with Public Law 88-352; Public Law 90-284; Executive Order 11063 and Section 109 of the Act, Fulton County, Georgia, and the City certify that:

No person in the United States shall on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under, any program or activity funded in whole or part with community development funds made available pursuant to the Act. For purposes of this certification, "program or activity" is defined as any function conducted by; an identifiable administrative unit or the recipient, or by any unit of government, Subrecipient, or private contractor receiving community development funds or loans from the recipient. "Funded in whole or in part with community development funds means that community development funds in any amount in the form of grants or proceeds from HUD guaranteed loans have been transferred by the recipient or a Subrecipient to an identifiable administrative unit and disbursed in a program or activity.

The grant will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and the grantee will affirmatively further fair housing.

Be it further agreed that this Agreement prohibits urban county funding for activities in or in support of any cooperating unit of general local government that does not affirmatively, further fair housing within its own jurisdiction or that impedes the county's actions to comply with its fair housing certification.

COUNTY ATTORNEY'S OPINION

It is my opinion, as County Attorney for Fulton County, Georgia, that the terms and provisions of the foregoing Cooperation Agreement for the County's Community Development Block Grant, HOME Investment Partnerships programs, authorized under Title I of the Housing and Community Development Act of 1974, as amended, and the Emergency Solutions Grant are fully authorized under State and local law, and that this Agreement provides full legal authority under existing laws for the County to undertake or assist in undertaking essential community development, housing and homeless assistance activities.

Date: ____ day of _____, 2017

Office of the County Attorney

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**ALPHARETTA, CHATTAHOOCHEE HILLS, COLLEGE PARK, EAST POINT,
FAIRBURN, HAPEVILLE, MILTON, MOUNTAIN PARK, PALMETTO & UNION CITY
FOR CONTINUED PARTICIPATION IN
THE FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG, HOME and
ESG) PROGRAMS FOR
FISCAL YEARS 2018, 2019, AND 2020**

WHEREAS, the attached Cooperation Agreement (“Agreement”) has been prepared for said purpose; and

WHEREAS, the Chairman of the Board of Commissioners of Fulton County, Georgia, as the designated Chief Elected Official of Fulton County, shall be authorized to disburse all CDBG, ESG and HOME grant funds in accordance with directives under the CDBG, ESG and HOME programs.

WHEREAS, evidence authorizing execution of said Agreement must accompany the Cooperation Agreement upon its submission to the U.S. Department of Housing and Urban Development.

NOW THEREFORE, BE IT RESOLVED, that it is the intent of Fulton County Board of Commissioners, effective January 1, 2018, that no provision of any Fulton County Cooperation Agreement shall be in violation of applicable provisions of the U.S. Department of Housing and Urban Development; and

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby approves the Cooperation Agreement and authorizes and directs the Clerk to the Commission to transmit an executed copy of this Resolution to each local government of Fulton County.

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is hereby authorized to execute said Cooperation Agreement in accordance with directives under the CDBG, ESG and HOME programs.

BE IT FINALLY RESOLVED, that the County Attorney is hereby authorized to approve and execute said Cooperation Agreement as to form and substance and make any necessary modifications thereto, prior to execution by the Chairman.

1 **SO RESOLVED**, this _____ day of _____ 2017.

2
3
4
5 _____
6 John H. Eaves, Chair
7 Fulton County Board of Commissioners

8 ATTEST:

9
10 _____
11 Tonya Grier, Interim Clerk to the
12 Commission

13
14 Date: _____

15 APPROVED AS TO FORM:

16
17 _____
18 Office of the County Attorney
19
20

1 **RESOLUTION NO. _____**

2
3 **WHEREAS**, the City of _____, Georgia desires to be included as part
4 of the Fulton County's Community Development Block Grant (CDBG, ESG and HOME)
5 programs for Federal Fiscal Years 2018, 2019, and 2020 to be automatically renewed thereafter;
6 and

7
8 **WHEREAS**, the attached Cooperation Agreement has been prepared for said purposes;
9 and

10
11 **WHEREAS**, evidence authorizing execution of said Cooperation Agreement must
12 accompany the Cooperation Agreement upon its submission to the U.S. Department of Housing
13 and Urban Development.

14
15 **NOW THEREFORE**, be it resolved by the Mayor and Council of the City of
16 _____, Georgia that:

- 17
18 1. The attached Cooperation Agreement is hereby approved; and
19 2. The Mayor is hereby authorized to execute said Agreement in accordance with
20 directives under the CDBG program.

21
22 **SO RESOLVED**, this _____ day of _____, 2017.

23
24 _____ Date: _____
25 Mayor

26
27 City of _____, Georgia

28
29
30 **ATTEST:**

31
32
33 _____ Date: _____
34 City Attorney

Stephanie Tigner

From: Randy Turner <rturner@turnerross.com>
Sent: Wednesday, August 09, 2017 10:54 AM
To: Mario Avery; Chief Hood; Stephanie Tigner
Subject: Council Meeting on 8/14

- 1) Valerie will likely be attending the meeting instead of me.
- 2) An executive session will be needed.

Regards
Randy

Randy Turner
Turner & Ross LLC
RTurner@turnerross.com
770-509-9770