



Council Meeting- Zoom

August 24, 2020 at 7:00 p.m.

Dial (929) 205-6099

Meeting ID 932 9551 5325

Electronic Device

<https://zoom.us/j/93295515325>

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Mayor Pro-Tem Ulysses J. Smallwood
The Honorable Linda J. Davis
The Honorable Alex Heath

The Honorable Hattie Portis-Jones
The Honorable Pat Pallend
The Honorable James Whitmore

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Arika Birdsong-Miller
City Clerk

III. Invocation:

Councilman Alex Heath

IV. Adoption of City Council Minutes:

Councilmembers

- August 10, 2020 Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. Discussion:

1. Duncan Park - Mr. John Culbreth, Parks and Rec Director
2. Dog Park Update- Mr. John Culbreth, Parks and Rec Director

VII. Agenda Items:

1. Police Department

Chief Stoney Mathis

For Mayor and Council to approve the updated Ordinance Regulating Court Services.

2. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to approve the Execution of the Subgrant Agreement with Atlanta Regional Commission (ARC) for the Livable Centers Initiative (LCI) Fairburn Downtown Master Plan in the amount of \$25,000.

3. Community Development

Mr. Lester Thompson

For Mayor and Council to approve the Malone Street Curb and Gutter
Installation and Project Contract Award in the amount of \$41,800.

4. Community Development

Mr. Lester Thompson

For Mayor and Council to approve the Change Order for the Howell Avenue
Extension Project in the amount of \$5,850.

VIII. Council Comments

Councilmembers

IX. Executive Session

None

X. Adjournment

Councilmembers

*When an Executive Session is required, one will be called for the following issues:

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



City of Fairburn
Mayor and Council Meeting- Zoom
August 10, 2020
7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

The Honorable Mayor Pro-Tem Ulysses J. Smallwood
The Honorable Linda J. Davis
The Honorable Alex Heath

The Honorable Pat Pallend
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

The attendance of Council constituted a quorum and the meeting proceeded.

City Attorney Randy Turner was also present.

- III. The invocation was led by Councilman James Whitmore.
- IV. Adoption of City Council Minutes:
Motion to approve July 27, 2020, Council Meeting Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Smallwood.
Vote: 6-0: Motion Carried.

Motion to approve July 27, 2020, Executive Session Minutes (Telephonic) was made by Councilman Heath and the second was provided by Councilwoman Davis.
Vote: 6-0: Motion Carried.

Motion to approve August 4, 2020, Special Called Meeting Minutes (Telephonic) was made by Councilman Whitmore and the second was provided by Councilwoman Davis.
Vote: 6-0: Motion Carried.

Motion to approve August 4, 2020, Executive Session Minutes (Telephonic) was made by Mayor Pro-Tem Smallwood and the second was provided by Councilwoman Portis-Jones.
Vote: 6-0: Motion Carried.
- V. Adoption of the Council Agenda:
Motion to approve the Council Agenda was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.
Vote: 6-0: Motion Carried.

- VI. Public Hearing:
 1. **Text Amendment 2020029 Safeguard Landfill Management Section 80-220 Landfill, solid waste disposal(b)(11)(12).** Planning and Zoning Director Tarika Peaks explained that the proposed text amendment to Section 80-220 Landfill, solid waste disposal, initiated by the petitioner, seeks to remove the current prohibition of expanded landfills located within a one-

mile radius of a residentially zoned or used property. Ms. Peek further explained that the proposed text amendment will remove the current regulation prohibiting an expanded use within the boundaries of an expanded landfill or location. If the proposed text amendment is approved, it will allow the expansion of an existing landfill onto an additional +/-28.17 acres on five (5) parcels with frontage on Roosevelt Highway. Currently, the City's Zoning Ordinance prohibits existing landfills from expanding. The 2012 amendment to the city's Zoning Ordinance, which removed landfills as a permitted use from M-2 (Heavy Industrial) zoning district and made it subject to a use permit was implemented by the city to regulate the negative impact of landfills on the surrounding residential properties. The landfill use permit standards specifically address the location and potential expansion of new or existing landfill(s), stating "expanded landfills can not include any expanded use within a parcel boundary or location." The intent and purpose of the Zoning Ordinance is clearly stated, in restricting any further expansion of existing landfills.

Attorney Dingle, a spokesperson for the petitioner, asked for a continuance of the public hearing to consider the petitioner's request to amend Section 80-220 Landfill, solid waste disposal(b)(11)(12).

Public Comments:

1. Ms. Gordon, a resident in Durham Lakes, says that she is concerned with the effect the smell of the landfill has on her health. Ms. Gordon also stated that she has a petition of 500 citizens that say no to expanding the landfill.
2. Carla Williams, a resident in Durham Lakes, stated that she is a Registered Nurse and a health advocate. Ms. Williams says the constant smell of the landfill is awful.
3. Deshawnda Anderson, resident in Durham Lakes, stated her opinion is to deny the expansion of the landfill because of the smell and potential health hazards. Ms. Anderson further noted that the scent hinders her from enjoying being outdoors at her home because of the overwhelming smell.
4. Dasia Gilkey, resident at Durham Lakes, stated that she is a new homeowner in the community and feels like her property value will decrease if the landfill is expanded. Ms. Gilkey also stated that she would not have moved to Fairburn if she knew about the potential landfill expansion proposal prior to purchasing her home.
5. Jane Story explained that the smell is terrible on Highway 29 and Bishop Road and believes that expansion will have a negative impact on the property value in the community.
6. Rufus Wells stated that the landfill should not expand and should be closed down permanently. Mr. Wells explained that he has been a resident of Fairburn for ten years and he has had to endure the smell of the landfill for nine years.

Attorney Dingle explained that he is asking for a continuance to address the concerns of citizens and is not asking for a decision right now.

Mayor Carr-Hurst asked was there a motion on the floor to grant a continuance of the public hearing for Section 80-220 Landfill, solid waste disposal(b)(11)(12). The continuance was not granted due to a lack of a motion.

Motion to deny Text Amendment 2020029 Safeguard Landfill Management Section 80-220 Landfill, solid waste disposal(b)(11)(12) was made by Councilman Heath and the second was provided by Councilwoman Portis-Jones.

Vote: 6-0: Motion Denied.

2. Use Permit 2020083 Safeguard Landfill Section 80-220 Landfill, Solid Waste Disposal.

Ms. Tarika Peeks, Planning and Zoning Director, explained that on August 4, 2020, the applicant submitted an amendment to the use permit application in order to apply for a concurrent variance. This amendment to the use permit is to allow Safeguard Landfill to expand its existing use to adjacent property. Because of the newly proposed concurrent variance to the use permit, the amended use permit application must be re-advertised in order to comply with the Zoning Procedure Law and the City's Zoning Ordinance. Further, the amended use permit application must be submitted to the Planning and Zoning Commission for its review and recommendation. The Planning and Zoning Commission's recommendation will be presented to the Mayor and Council at a future public hearing for their consideration.

Councilman Whitmore stated that he had correspondence with Waste Industries about 8 to 9 month ago and asked that Attorney Ross review the communication.

Councilwoman Portis-Jones expressed her concern with the length of time it took Councilman Whitmore to disclose his communication with Waste Industries to Council.

VII. Discussion:

1. Pandemic Update – Mayor Carr-Hurst stated that the numbers are still on an incline in Fairburn and Fulton County as a whole. Mayor Carr-Hurst noted that the number increased from 219 people that tested positive to 296 people positive with COVID-19 in just a few days. Mayor Carr-Hurst informed Council that Fulton County provided gloves, hand sanitizer, N95 masks, and surgical masks to Fairburn.
2. Census Update – Mayor Carr-Hurst informed Council that the Census reports reflect 55.5% of Fairburn's citizens have been counted. Mayor Carr-Hurst informed Council that the Census Bureau changed the last date for citizens to be counted from October 31, 2020 to September 30, 2020 and encouraged everyone to complete their Census information.

VIII. Council Comments:

Councilman Whitmore thanked the citizens for their participation in the public hearing. Councilman Whitmore stated that he is also a resident in Durham Lakes and understands the possible health concerns mentioned in the public hearing.

Councilwoman Portis-Jones stated that she participated in a meeting with the Federal Policy Council to work within the City of Fairburn and neighboring municipalities to advocate Senator Perdue and Senator Loeffler to express the need for a second round of funding because the negative economic impact of the COVID-19 Pandemic will go beyond December 2020. Councilwoman Portis-Jones asked Chief Stoney Mathis various questions about the Police Department. Councilwoman Portis-Jones stated that she heard the concerns mentioned by the citizens during the public hearing and thanked them for their input.

Councilman Heath stated the City of Fairburn's employees are doing a great job. Councilman Heath also indicated that he had observed the odor from the landfill at various times.

Councilwoman Davis thanked the citizens for their involvement in the public hearing.

Councilman Pallend had no comment.

Mayor Pro-Tem Smallwood thanked the citizens for their engagement in the public hearing. Mayor Pro-Tem Smallwood thanked Mayor Carr-Hurst for her tireless effort to moving the City of Fairburn forward.

Mayor Carr-Hurst stated that she is here to serve the people of Fairburn and cares deeply for the citizens and the employees. Mayor Carr-Hurst wished everyone a great week.

VIII. Adjournment: At 8:23 pm, with no further business of the City of Fairburn, the Motion to adjourn was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor

Fairburn Parks and Recreation Action Plan for Semi-Opening

Target Date: TBA

Duncan Park

Duncan will be for exercise use only. No group fitness or team sports will be allowed. All fields, playgrounds, and courts will remain closed. Mapped out walking trail for walking use only.

- Walking path at Duncan Park options:
 - **Lake Trail**- Loop around lake where 5K fit run would start. Ensuring all guest know trail and that they can only walk around lake at this time and not venture to other closed parts of the park.
 - **Parking lot Trail (near football fields)**- Loop around top parking lot and pool parking lot. Ensure that guest only walk around parking lot and not on fields or venture to pavilions or playgrounds/courts.
 - **TRAILS CHOSEN WILL BE MAPPED OUT AND CLEAR FOR CONSTITUENTS TO UNDERSTAND TRAIL THAT IS OPEN.**
- Basketball courts closed
- Playground closed/blocked off (lock)
- Pool and splash pad closed.
- Tennis courts closed.
- Football/Grass field closed
- Baseball fields closed.
- Youth Center closed until schools open.
- Docks closed. No fishing allowed. Park will be used exclusively for exercise use only.
- Pavilions plan opening for January 2021.
- Signage- Post social distance signage along walking paths. Social distancing(6 feet) rules apply to all except those who are walking as family.
- Post warning signs on COVID-19 for participants entering the park.
- Police monitoring park will be needed for the opening and closing time.
- Building and grounds continue to provide ongoing maintenance services.

Avery Park

-Avery Park leave open.

-Utilize park as a walking station for Seniors at The Manor.

Cora Robinson Park

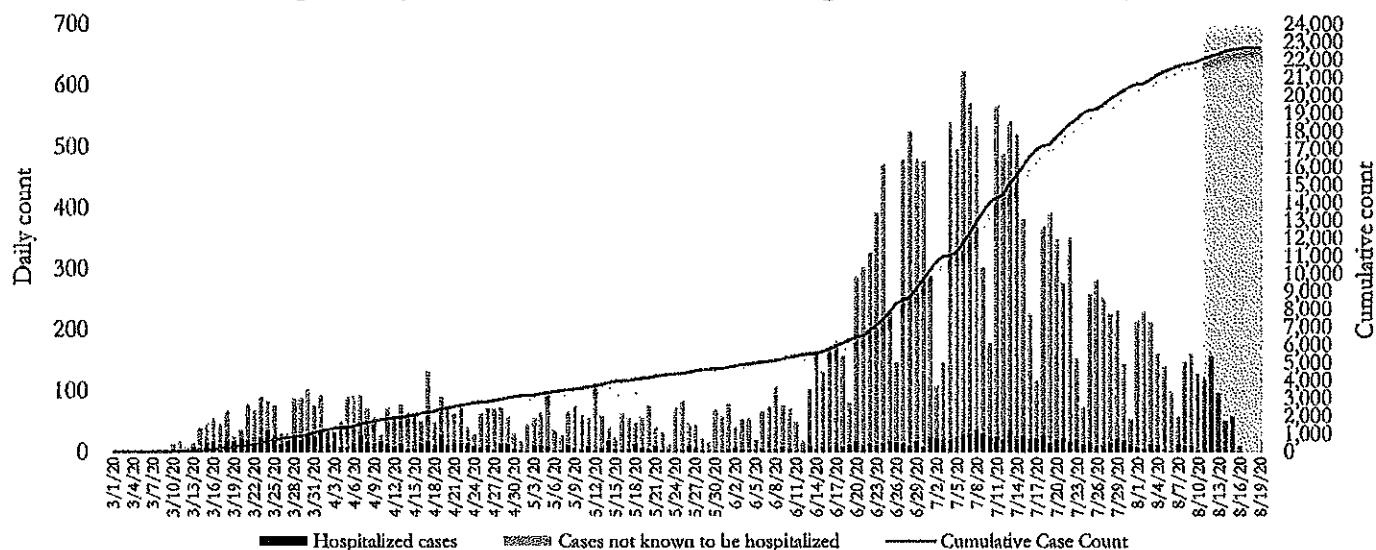
-Cora Robinson playground and Gazebo keep closed, due to renovations, and equipment need to be sanitized and cleaned constantly.

****These suggestions are centered around the CDC guidelines for reopening facilities and programming.**

SUMMARY

- As of August 19, 2020, Fulton County has recorded **22,742** cases of the 2019 novel coronavirus (COVID-19) and **480** deaths.
- Of **2,447 new diagnoses** made between July 30 and August 12, the central portion of the county (Atlanta metro) accounted for 35% while the northern and southern parts accounted for 31% and 21% respectively.
- By city, new COVID-19 diagnoses rates range from 139.9 per 100,000 persons (Johns Creek) to 503.1 per 100,000 persons (Palmetto). [Fulton County Diagnoses Rates (per 100,000 persons): Cumulative – 2137.5; Incident – 230.0]. See map showing incident case rate by ZIP code on Pg.4.
- Among all persons diagnosed with COVID-19 in Fulton County, 8.9% required hospitalization and 2.1% died.
- Residents and staff of long-term care facilities account for 7.6% of COVID-19 diagnoses and 44.4% of COVID-19 deaths in Fulton County.

Fig 1. Daily and Cumulative COVID-19 diagnoses in Fulton County, GA



*Counts shown reflect the number of confirmed cases as of 9:00am on 8/19/20 using the date of first positive sample collection. Where date of sample collection was not available or missing, the date of report creation in GA SENDSS was used instead. Note: All data reported are preliminary and subject to change. Delays in data reporting may cause changes in data counts, particularly in the shaded portion.

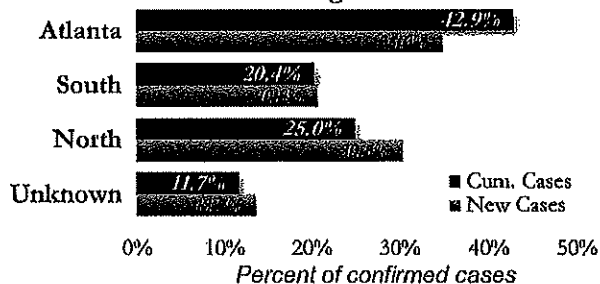
DISTRIBUTION OF COVID-19 DIAGNOSES BY REGION

New cases: 35% of the new COVID-19 cases diagnosed in the past 2 weeks occurred in Atlanta while 31% and 21% occurred in the Northern and Southern regions of the county respectively.

Fulton Region	% Cumulative count	% New cases*
Atlanta	42.9%	35.0%
North ¹	25.0%	30.5%
South ²	20.4%	20.8%
Unincorporated/Unknown	11.7%	13.7%

¹Includes all Fulton County cities north of Atlanta metro (Alpharetta, Milton, Johns Creek, Roswell, Sandy Springs, Mountain Park) ²Includes all cities south of Atlanta (College Park, Chattahoochee Hills, East Point, Hapeville, Palmetto, South Fulton, Fairburn, and Union City) *New cases: Cases diagnosed in the past 2 weeks only (between 7/30/20 – 8/12/20).

Fig. 2. Distribution of COVID 19 cases by Region

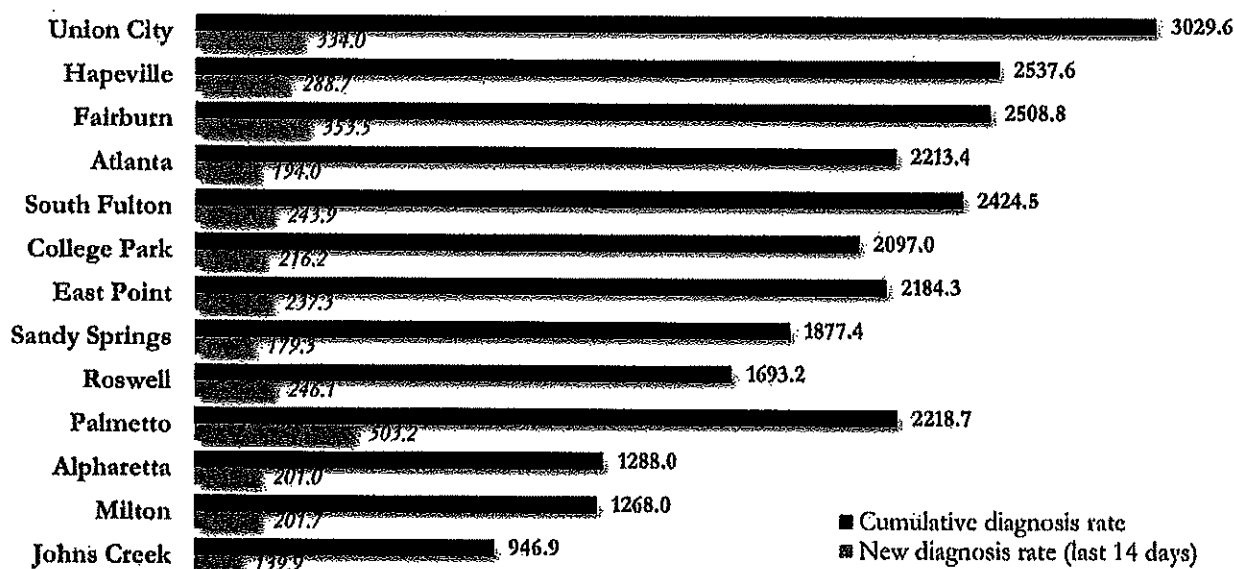


COVID-19 CASE COUNTS AND RATES BY CITY

	Prior (8/17/20)	Current Total (8/19/20)			New Cases (Period: 7/15/20 – 8/12/20) ¹			
	Count	Count	%	Cum. Rate ²	1 st 14 d. (7/15–7/29)	Last 14 d. (7/29–8/12)	% change ³	Rate ⁴ (Last 14 d.)
Atlanta	9516	9765	42.9%	2213.4	1553	856	↓ 44.9%	194.0
South Fulton	2245	2306	10.1%	2424.5	421	232	↓ 44.9%	243.9
Sandy Springs	1933	1979	8.7%	1877.4	345	189	↓ 45.2%	179.3
Roswell	1530	1596	7.0%	1693.2	432	232	↓ 46.3%	246.1
East Point	746	764	3.4%	2184.3	164	83	↓ 49.4%	237.3
Johns Creek	753	792	3.5%	946.9	190	117	↓ 38.4%	139.9
Union City	611	635	2.8%	3029.6	119	70	↓ 41.2%	334.0
Alpharetta	795	833	3.7%	1288.0	217	130	↓ 40.1%	201.0
Milton	457	484	2.1%	1268.0	93	77	↓ 17.2%	201.7
Fairburn	360	369	1.6%	2508.8	77	52	↓ 32.5%	353.5
College Park	280	291	1.3%	2097.0	56	30	↓ 46.4%	216.2
Palmetto	94	97	0.4%	2218.7	14	22	↑ 57.1%	503.2
Hapeville	164	167	0.7%	2537.6	19	19	-	288.7
Mountain Park	5	5	0.0%	800.0	<10	<10	↓ 33.3%	320.0
Chattahooche Hills	0	0	0.0%	-	-	-	-	-
Unknown	3253	2659	11.7%	-	555	332	-	-

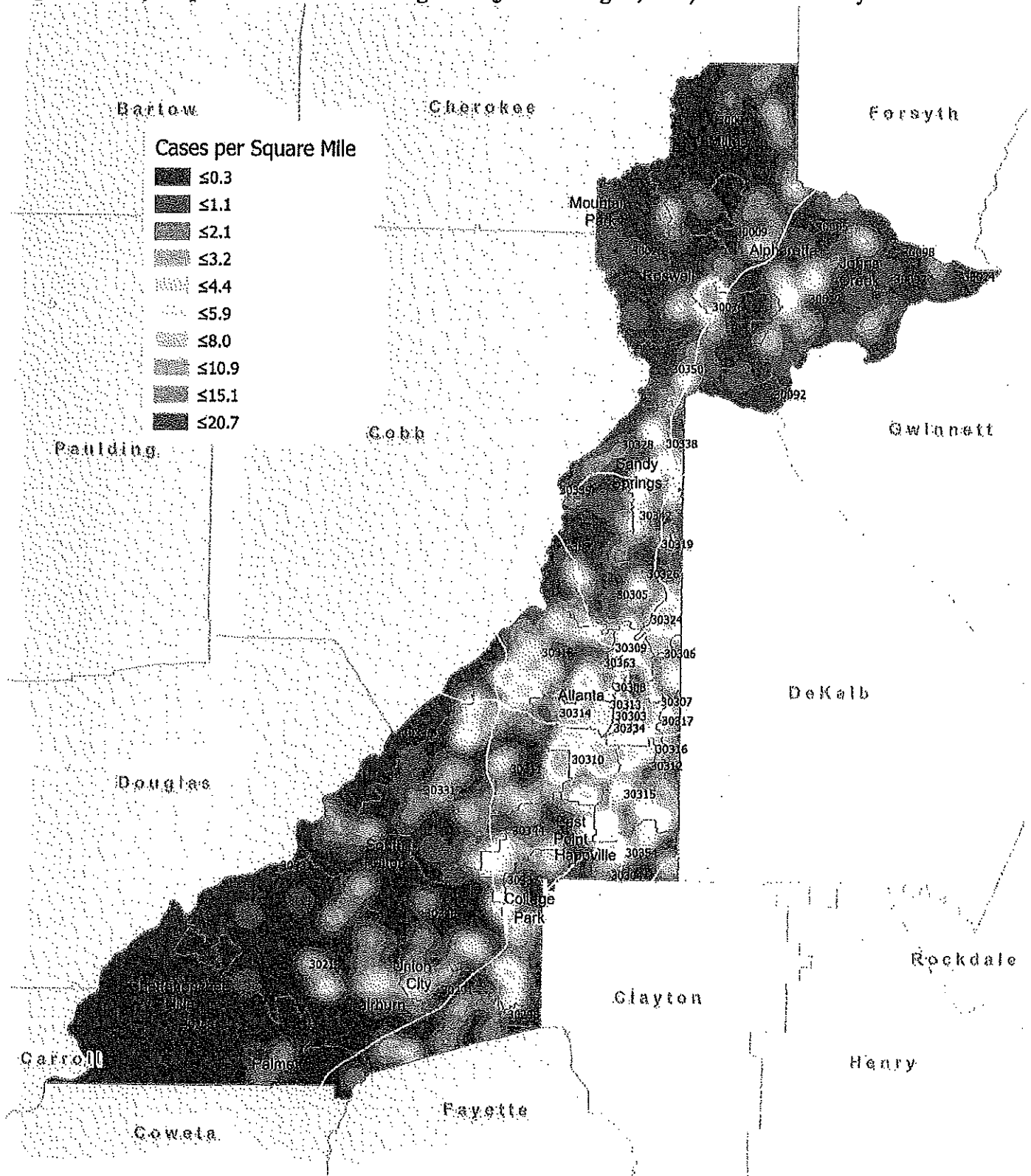
¹New cases: Cases diagnosed in most recent 28 days (based on reported dates of positive sample collection). To allow for lag in reporting results of new diagnoses from samples collected in the most recent week, data used for incident diagnoses analyses were moved back by one week. ²Cumulative diagnosis rate: Population estimates from US Census Bureau used to calculate cumulative diagnoses rate. All rates shown are per 100,000 persons. ³% change: These reflect the percentage increase or decrease in new diagnoses between the 14 days preceding the most recent 7 days and the 14 days preceding that. Changes in cities with less than 10 cases in both 2 week intervals are not reported. ⁴(Incidence) Rate: Rate of new diagnoses in the last 14 day period preceding the immediate past week. **Data cleaning (either during case interviews or address geo-coding) may lead to reassignment of few cases from one territory to another based on their corrected addresses. These may appear as "decreases" when compared to the previous day's count. These do not reflect errors in the data collection or analysis process but only reflect the minor day-to-day fluctuations in case counts that arise in an evolving public health database like COVID's. Note: All data reported are preliminary and subject to change.

Fig. 3. Incident & Cumulative Diagnoses Rates for COVID-19 by City



*Rates shown are per 100,000 persons | Note: Mass testing in specific locations (e.g. long term care facilities) may cause sharp increases in the cumulative rate of COVID-19 diagnosis in those territories. All data shown are preliminary and are subject to change as testing results get updated.

Fig. 4. Density Map – New COVID 19 Diagnoses (Jul 30 – Aug 12, 2020) in Fulton County



New COVID-19 cases: Cases diagnosed in most recent 14 days (based on reported dates of positive sample collection). To allow for lag in reporting results of positive cases from samples collected in the immediate past 7 days, data used for incident diagnoses analyses are moved back by one week. Map reflects new COVID-19 cases diagnosed between July 30th and Aug 12th, 2020 across Fulton County.

<i>Have dog</i>	<i>Currently Walk Dog</i>	<i>Concerns</i>	<i>Fairburn Benefit</i>	<i>Near at Duncan Park</i>
82 Yes	Neighborhood	On Leash	75 Yes	78 Yes
3 No	Backyard	Safety for Humans and Dogs	10 No	4 No
	Canine Crossing Park	Aggressive Dogs		
	South Fulton	Containment		
	Historic Fairburn	Lock On Fence		
	Stonewall Tell Area	Bathrooms and Parking areas		
	Union City Park	Near Pet Friendly Shops/Resturants		
	Tyrone	Gated		
	Piedmont Dog Park	Bags for Poop		
	Duluth	Maintenance of Park		
	Peachtree City	Fairburn Residents Only		
	Newnan	People w/o pets being Mischief		
	Dog Daycare	No leash Zone		
	No Where	Clean Up after Dogs		
	Mercer University	Park Rules Followed		
	Fayetteville	Verify Vaccinations		
	South Atlanta	Two Sides (large and small dogs)		
85			85	82



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE UPDATED ORDINANCE REGULATING COURT SERVICES.

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

Submitted: 08/14/2020

Work Session: N/A

Council Meeting: 08/24/2020

DEPARTMENT: Court Services

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the update to City Ordinance Regulating Court Services

HISTORY: The City Ordinance, Chapter 20: Courts regulates the approval of and operations of the Fairburn Municipal Court. Much of the language in the ordinance has not been updated since 1966.

FACTS AND ISSUES: The ordinance needs updating for both modernization and clarification purposes. The proposed updated ordinance is attached.

RECOMMENDED ACTION: Approval of update to Code of Ordinances, Chapter 20: Court Services


Elizabeth Carr-Hurst, Mayor

ORIGINAL

Chapter 20

COURTS*

Article I. In General

Secs. 20-1—20-18. Reserved.

Article II. Municipal Court

Sec. 20-19.	Court sessions; docket; content.
Sec. 20-20.	Fees and costs; deposit in city treasury.
Sec. 20-21.	Authority to take appearance bonds.
Sec. 20-22.	Failure to make bond; confinement.
Sec. 20-23.	Failure to appear; notice; rule to show cause.
Sec. 20-24.	Service of rule.
Sec. 20-25.	Judgment; execution; levy and sale.
Sec. 20-26.	Surrender of principal; release.

*State law references—City court, O.C.G.A. § 15-8-1 et seq.; bond and recognizance, O.C.G.A. § 17-6-1 et seq.

ARTICLE I. IN GENERAL

Secs. 20-1—20-18. Reserved.

ARTICLE II. MUNICIPAL COURT**Sec. 20-19. Court sessions; docket; content.**

It shall be the duty of the municipal court judge to hold court as often as may be necessary for the prompt dispatch of such business as may be brought before him, and for the control of persons charged with the violation of laws or ordinances of the city. He shall keep a record book or docket in which he shall enter in a plain and legible manner all court business transacted. The docket shall be full and explicit, and shall be kept in the style and form usual in municipal courts, giving the names, sex and color of all persons tried, and the final disposition of each case.

(Code 1941, § 114; Code 1966, § 19-1)

Sec. 20-20. Fees and costs; deposit in city treasury.

(a) In accordance with O.C.G.A. § 36-35-8, it shall be lawful for the city to collect an administrative processing fee on all citations written and process in the city's municipal court. This fee shall be established by resolution of the city council and shall be collected in addition to fines and fees collected and forwarded to the various funds for Georgia Superior Courts Clerks' Cooperative Authority (GSCCA) in accordance with O.C.G.A. § 15-21-179(a).

(b) The administrative processing fee shall be for, without limitation:

- (1) All computer general histories of the offender.
- (2) Documentation of all citations written.
- (3) Court documents compiled for the judge's review at the time of arraignment or trial.
- (4) Electronic submissions to various law enforcement agencies entitled to information for documentation of defendants' histories.

- (5) Sorting and storing citations for audit or review purposes within retention guidelines.

(Code 1941, § 1242; Code 1966, § 19-2; Ord No. 2006-4, § 1, 2-13-2006)

Sec. 20-21. Authority to take appearance bonds.

The marshal, any police officer, mayor, any councilmember, or city clerk, may take bond with security or bond without security at discretion, payable to the mayor, for the appearance of any party accused or suspected of being guilty of a violation of any ordinance of the city to stand to and abide his trial before the municipal court, and also of witnesses to testify in any case pending or about to be commenced in the court; provided that all such appearance bonds shall be in one amount for each offense based upon a scale promulgated by the mayor.

(Code 1941, § 1296; Code 1966, § 19-3)

Sec. 20-22. Failure to make bond; confinement.

If any party or witness shall fail or refuse to give bond and security as required of him, such person so failing or refusing may be confined in the city jail or be kept under guard so as to be present to abide the trial or to testify, as the case may be.

(Code 1941, § 1237; Code 1966, § 19-4)

Sec. 20-23. Failure to appear; notice; rule to show cause.

All bond taken under section 20-21 shall be special bond, and the power of the security over the principal shall be the same as in special bond. Upon the failure to appear of any principal in any bond or recognizance given by a person charged with violation of any ordinance of the city or by a witness to appear and testify, the municipal judge presiding shall pass a rule requiring the principal and sureties on such bonds to show cause on any day therein named, not to be less than 30 days from the passage of such rule, why they should not be required to pay the amount of such bond.

(Code 1941, § 1238; Code 1966, § 19-5)

Sec. 20-24. Service of rule.

A copy of the rule in section 20-23 shall be served upon the principal and security by any officer or member of police force, if to be found in the city, at least 30 days before the time set therein for hearing the same.

(Code 1941, § 1239; Code 1966, § 19-6)

Sec. 20-25. Judgment; execution; levy and sale.

If no sufficient cause is shown, the municipal judge shall proceed to enter judgment against such principal and securities for the amount of the bond, and the city clerk shall issue execution for the amount of such judgment and place the same in the hands of the sheriff or the city marshal, who shall proceed to collect the same by levy and sale as in the case of tax executions.

(Code 1941, § 1240; Code 1966, § 19-7)

Sec. 20-26. Surrender of principal; release.

(a) Any surety upon any bail bond of any person charged with the violation of a city ordinance may surrender his principal at any time to the marshal or police officer on duty at the time who shall confine such principal until discharged by order of the court or by giving other and good security.

(b) The delivering of the principal as aforesaid shall discharge the surety of all further liability upon such bond, provided that such delivery shall be before any judgment or forfeiture upon the bond shall have been entered.

(Code 1941, § 1241; Code 1966, § 19-8)

add 716.00 surcharges
to each total.

Effective 03/24/12 ~~See~~ traffic

ORIGINAL

Summed ->

	A	B	C
	CHARGE	BOND	STATUTE
1	Abandoning Locking Containers	\$1,000	16-11-100
2	Abandonment of Dangerous Drugs	\$1,000	16-13-3
3	Adultery	\$800	16-6-19
4	Advertising Commercial Gambling	\$1,000	16-12-26
5	Advertising Lotteries	500 5000	16-12-25
6	Aggravated Driving	500 220	16-11-32
7	Aiding in Escape	1000 600	40-6-397
8	Altered Suspension System	10,000 10,000	16-10-53.A
9	Altering License Plate	100 100	40-6-6
10	Amber Lights on Rural Mail Carrier	220 220	40-2-6
11	Applicability of Part	400 400	40-8-32
12	Attempt to Commit a Crime	500 500	16-12-35
13	Audible Sounds From Vehicle	Same as Crime	16-4-1
14	Authorized to Use Stern, Whistles or Bells	220 220	40-8-14
15	Bad Checks Less Than \$500	220 220	40-8-94
16	Battery	MD 1000 2,000	16-9-20
17	Battery FV	MD 1000 2,000	16-5-23.1
18	Bicycle Ridden on Right Side	NO BOND DV	18-5-23.1 DV
19	Brake Lights and Signal Lights	400 400	40-8-294.A
20	Brakes Not in Working Order	105 105	40-8-26
21	Burglary	10,000 10,000	40-8-54
22	Carrying Concealed Weapon	NO BOND	16-7-1
23	Carrying Dangerous Article/Animal	5000 5000	16-11-128
24	Carrying Pistol W/O License	1,000 1,000	16-12-120.AB
25	Certain Vehicles to Stop at All RR Crossing	105 105	16-11-128
26	Child Care Facility Violations	500 500	40-8-142.A
27	Child Restraint	50 50	16-12-1.1
28	Coasting Prohibited	105 105	40-8-76.1
29	Commercial Driving DUI 1st offense	105 105	40-6-246
30	Compounding a Crime	1,005 1,005	40-6-391.1
31	Contributing to Delinquency of Minor	1,000 1,000	16-10-90
32	Conversion of Real Property Payments	MD 1000 2,000	16-12-1
33	Criminal Defamation	500 500	16-8-16
34	Criminal Trespass	220 220	16-11-40
35	Criminal Trespass DV	NO BOND	16-7-21
36	Crossing Fire Hose	NO BOND	16-7-21 DV
37	Cruelty to Animals	350 350	40-6-248
38	Cruelty to Children	1,000 1,000	16-12-4
39	Cursing on Private Property	MD 1000 / F 10,000 NO BOND	16-5-70
40	D/C Endangering Property	105 105	40-8-252
41	D/C Safety to Another	220 220	16-11-39.A2
42	Damage to Mailbox/Mail	220 220	16-11-39.A1
43	Damage to Property	220 220	16-7-27
44	Default Weapon at Public Gathering	1,000 1,000	16-7-26
45	Deceptive Business Practices	15,000 15,000	16-11-127
46	Discharging Firearm Under Influence	500 500	16-8-50
47	Discharging Firearm on Property of Another	10,000 10,000	16-11-134
48	Discharging Firearm on Sunday	10,000 10,000	16-11-104
49	Discharging Weapon Near Street	1,000 1,000	16-11-106
50		10,000 10,000	16-11-103
51			

line from other sheet

3/20/21
then all final checks
in 2021
Surcharges

	A	B	C
205	More Than One Government Employment	\$500	18-10-9
206	Motorcycle Rules of Road	165 \$155	40-6-312
207	No Brakes	165 \$155	40-6-50
208	No Driver License	165 \$675	40-6-20
209	No Insurance	425 \$415	
210	No More Than 2 Bicycles Abreast	\$155	40-6-294.B
211	No Passing 100 Feet of Intersection	\$155	40-6-45
212	No Passing Left of Center	\$155	40-6-44
213	No Riding on Handlebar	\$155	40-6-282.A
214	No Tag/No Decal	\$188	40-2-8
215	Non-Working Speedometer	\$155	40-8-8
216	Obstructing an Intersection	\$155	40-6-205
217	Obstructing Driver of Vehicle	\$155	40-6-242
218	Obstructing Public Transit	\$1,000	16-12-120.A7
219	Obstruction of Emergency Medical Tech	\$220	16-10-24.2B
220	Obstruction of Fire Fighter	\$220	16-10-24.1B
221	Obstruction of Officer	\$220	16-10-24.A
222	Obstruction Public Passage	\$500	16-11-43
223	Open Container	\$180	40-6-253
224	Operating Commercial Vehicle W/O Valid License	\$675	40-6-146
225	Operating Restrictions	\$155	40-7-4
226	Operating Unregistered Vehicle	\$155	40-2-20
227	Owner Allowing Non-License to Drive	\$220	40-6-146
228	Pandering	165 \$5,000	16-6-12
229	Parking Prohibited in Certain Places	165 \$155	40-6-203
230	Party Line Violation	\$500	40-6-314
231	Passenger Footrests Required	\$155	40-6-314
232	Passing in No Passing Zone	\$155	40-6-46
233	Passing on Shoulder of Road	\$155	40-6-43
234	Passing Stopped Vehicle Yielding to Pedestrian	\$155	40-6-91.C
235	Passing Violation	\$155	40-6-42
236	Pedestrian Soliciting	165 \$400	40-6-97
237	Pedestrian to Yield to Emergency Vehicle	220 \$250	40-6-99
238	Pedestrian Under Influence	220 \$180	40-6-95
239	Pedestrian Walking in Roadway	\$155	40-6-96
240	Pedestrian Must Obey Traffic Signals	\$155	40-6-90
241	Pedestrian to Cross Safely	\$155	40-6-91.B
242	Peeping Tom	\$1,000	16-11-61
243	Permitting Unlawful Operation of Vehicle	\$155	40-1-3
244	Permitting Unlicensed Minor to Drive	\$155	40-6-123
245	Permitting Unlicensed Person to Drive	\$155	40-6-122
246	Piercing of the Body (Cruelty to Children)	\$500	16-5-71.1
247	Pimping	\$5,000	16-6-11
248	Playing Radio/Tape of Public Transportation	165 \$220	16-12-120.A5
249	Pointing Pistol at Another	F 10,000 \$5,000	18-11-102
250	Possession of Altered Transit Item	1000 \$500	16-12-120.1
251	Possession Hoax Device (Explosives)	15,000 \$5,000	18-7-86
252	Possession Less oz. Marijuana - 1st Offense	\$500	16-13-2
253	Possession Less oz. Marijuana - 2nd Offense	\$500	16-13-2
254	Possession Less oz. Marijuana - 3rd Offense	\$5,000	16-13-2
255	Possession Pistol Under 18	25,000 \$1,000	16-11-132

add \$1000 surcharge to each

	A	B	C
307	Speeding on State Highway	SAME	40-6-181
308	Spills etc. on Public Transportation	165 \$220	16-12-120.A1
309	Spotlights/Fog Lights	165 \$155	40-8-29.A
310	Stalking MD 10.00/10.5 DV	\$2,000	16-5-90.A
311	Stalking DV or Felony	NO BOND	16-5-90 DV
312	Striking a Fixed Object	\$155	40-6-272
313	Striking Unattended Vehicle	\$155	40-6-271
314	Suspended Registration	\$675	40-6-16
315	Tag Used to Conceal the Identity of Vehicle	\$220	40-2-8
316	Tail Lights Generally	\$155	40-8-23
317	Tampering with Evidence	\$1,000	16-10-84
318	Tampering with Ignition Interlock	\$1,000	42-8-118C
319	Tampering with Traffic - RR Sign	230 \$220	40-6-28.A
320	Tattooing	\$600	16-12-5
321	Tattooing (Cruelty to Children)	5000 \$2,000	16-5-71
322	Theft by Bringing Stolen Property into State	\$20,000 \$2,000	16-8-9
323	Theft by Receiving	\$20,000 \$2,000	16-8-7
324	Theft by Receiving Property from Another	\$20,000 \$2,000	16-8-8
325	Theft by Receiving Vehicle Parts	\$20,000 \$2,000	16-8-7
326	Theft by Shoplifting	685 \$675	16-8-14
327	Theft of Lost or Mislaid Property	\$1,000	16-8-6
328	Theft of Services	\$1,000	16-8-5
329	Theft of Trade Secrets	\$1,000	16-8-13
330	Theft by Conversion	\$1,000	16-8-4
331	Theft by Deception	\$1,000	16-8-3
332	Theft by Taking	\$1,000	16-8-2
333	Theft by Taking Vehicle Parts over \$100	MD 10,000 \$2,000	16-12-173
334	Tobacco Warnings on Vending Machines	165 \$600	16-12-173
335	Too Fast for Conditions	165 \$220	40-6-180
336	Traffic Laws Apply to Bicycles	\$155	40-6-291
337	Traffic Laws Apply to Mopeds	210 \$155	40-6-350
338	Traffic Laws Apply to Motorcycles	210 \$155	40-6-310
339	Traffic Must Yield to Pedestrian in Crosswalk	\$155	40-6-91.A
340	Transporting Disease Causing Agent	15,000 \$2,000	40-6-253.A
341	Trucks no Operating in Two Right Lanes	\$155	40-6-82
342	Two Cars Impeding Traffic	210 \$155	40-6-40.D
343	Unattended Vehicle	210 \$155	40-6-201
344	Unauthorized Use of Financial Card	20,000 \$5,000	16-9-37
345	Unauthorized Use of Siren/Whistle	115 \$220	40-8-70.B
346	Unlawful Assembly	\$1,000	16-11-33
347	Unlawful Disclosure of Income Tax Inform	\$1,000	16-11-81
348	Unlawful Dumping	\$1,000	16-7-62
349	Unlawful Interception of Cell Phone Calls	\$1,000	16-11-88.1
350	Unlawful to Ride in Bed of Pickup	165 \$155	40-8-79
351	Unlawful Use of License or ID Card	230 \$220	40-6-120
352	Unsafe Tires	\$155	40-8-74
353	Unsafe Vehicle	\$155	40-8-7
354	Unsafe/Defective Shocks	110 \$155	40-8-77
355	Use of Fighting Words	\$220	16-11-39.A3
356	Use of Fraudulent License/ID	\$675	40-6-125
357	Use of Private Funds for LE	\$2,000	16-10-3

add \$10.00 surcharge to each

	A	B	C
368	Utility Company Violations	1000	\$500 18-12-3
369	Vandalizing Garbage Containers		\$155 16-7-47
360	Vehicle Load Dragging on Highway		\$155 40-8-3
361	Violating Terms of Limited Permit		\$155 40-6-64
362	Violation of Controlled Access Roadway	910	\$155 40-6-51
363	Violation of Handicapped Parking		\$230 40-6-226
364	Violation of HV Probationary License		\$220 40-6-58
365	Violation of Restricted License		\$155 40-6-30
366	Violations (Dangerous Drugs)	10,000	\$100 16-13-79
367	Warning Emblems Required		\$155 40-8-4
368	Wearing Device that Impairs Hearing/Vision	100	\$155 40-6-260
369	Wearing Mask or Hood to Conceal ID	500	\$1,000 16-11-38
370	Window Tint	115	\$429 40-8-73.1
371	Windshield Wiper Requirements	165	\$165 40-8-73.8
372	Wrong Way on One Way	145	\$155 40-6-47
373			
374			
375	*ALL REMAINING CHARGES ARE TO BE SET BY THE JUDGE AT FI		

add \$1000 charge to 1000

DRAFT

Chapter 20

COURTS*

Article I. In General

Sec. 20-1---20-18. Reserved

Article II. Municipal Court

- Sec. 20-19 Municipal Court, established
- Sec. 20-20 Convening
- Sec. 20-21 Municipal Court Judges
- Sec. 20-22 Jurisdiction; powers
- Sec. 20-23 Additional Court Personal
- Sec. 20-24 Rules for Court
- Sec. 20-25 Failure to Appear/Contempt of Court
- Sec. 20-26 Fine Schedule and Bond Schedule
- Sec. 20-27 Processing Fees and Costs
- Sec. 20-28 Maximum Punishment establish by general law
- Sec. 20-29 Trial upon citation or accusation; bench trials, appeals
- Sec. 20-30 Bond Forfeitures

Sec. 20-19 Municipal Court, established.

Pursuant to O.C.G.A. 26-32-1, there is hereby established a municipal court for said city having jurisdiction over the violation of the municipal ordinances and over such other matters as are by general law or ordinance made subject to the jurisdiction of municipal courts. Said court should be styled as "The Municipal Court for the City of Fairburn, Georgia" and shall be a continuation of the court, by whatever name or style given, created and functioning under prior laws or ordinances of said city. In addition, the judge of said court shall have and may exercise the same powers and authorities as magistrates in the matter of and pertaining to criminal cases of whatever nature in the several courts of this state.

Sec. 20-20 Convening.

The Chief Municipal Court Judge shall conduct and schedule court sessions at such times and in such manners as to ensure timely dispositions of matters pending before municipal court.

Sec. 20-21 Municipal Court Judge.

The Mayor shall appoint a Chief Municipal Court Judge to hold and preside over the municipal court. The Chief Municipal Court Judge shall be licensed and practice law in the State of Georgia and have served at least seven years as an active member in good standing of the State Bar of Georgia. The Judge shall serve a term of one (1) year, commencing on October 1st of each fiscal year. The Mayor shall set the compensation, by resolution or contract during the budget process. The person appointed to the Chief Municipal Court Judge shall satisfactorily complete the required training for said office.

The person assuming duties of the office shall subscribe to the following oath: "I swear of affirm that I will faithfully and impartially and without fear, favor, or affection discharge my duties as judge of Municipal Court for the City of Fairburn, Georgia.

The governing authority may also appoint one or more stand-by Municipal Court judges to hold and preside over the municipal court in the absence of the chief Municipal Court Judge. The stand-by judge will be appointed to serve one (1) year term, commencing on October 1st of each fiscal year. The Mayor shall set the compensation by resolution or contract during the budget process. The stand-by judge will be held to the same standards and regulations as the Chief Municipal Court Judge.

Sec. 20-22 Jurisdiction; powers.

- a) The municipal court shall try and punish violations of this charter, all city ordinances, and such other violations as provided by law.
- b) The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed two hundred dollars (\$200.00) or ten (10) days in jail.
- c) The municipal court may fix punishment up to the maximums specified by general law including the maximums specified in subparagraph[s] (a)(2)(B) and (a)(2)(C) of O.C.G.A. 26-25-6.

- d) The municipal court shall have authority to establish a schedule of fees to defray the cost of operation.
- e) The municipal court shall have authority to establish bail and recognizances to ensure the presence of those charged with violations before said court and shall have discretionary authority to accept cash or personal or real property as surety for the appearance of persons charged with violations. Whenever any person shall give bail for that person's appearance and shall fail to appear at the time fixed for trial, the bond shall be forfeited by the judge presiding at such time, and an execution issued thereon by serving the defendant and the defendant's sureties with a rule nisi, at least two (2) days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for the appearance of the defendant at trial, and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City, or the property so deposited shall have a lien against it for the value forfeited which lien shall be enforceable in the same manner and to the same extent as a lien for City property taxes.
- f) The municipal court shall have the same authority as superior courts to compel the production of evidence in the possession of any party; to enforce obedience to its orders, judgement and sentences; and to administer such oaths as necessary.
- g) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summonses, subpoenas, and warrants which may be served as executed by any officer as authorized by this charter or by law.
- h) Each judge of the municipal court shall be authorized to issue warrants for the arrest of persons charged with offenses against any ordinance of the City, and each judge of the municipal court shall have the same authority as a magistrate of the State to issue warrants for offenses against State laws committed within the City.

Sec. 20-23 Additional Court Personnel

- a) **Clerk of the Court.** The City Administrator will have the authority to hire and fire a municipal court clerk who shall be the administrator of such court and responsible for municipal court operation.
- b) **Police Officers.** Police Officers of the City Police Department, the county police department or county sheriff's department, or any other law enforcement officer, may execute warrants and other writs in furtherance of the court's jurisdiction and orders.
- c) **Bailiff.** At least one city police department officer will serve as bailiff whenever the municipal court is in session.
- d) **Solicitor.** The City attorney or his designee shall be the prosecuting officer or solicitor in the municipal court.
- e) **Probation Officer.** There shall be established a probation officer, which shall be under the authority of the judge of the municipal court. The probation officer shall provide counseling and supervision to those individuals convicted in the municipal court, when so directed by the municipal court judge. The probation officer shall also notify the municipal court when probation is violated, in addition to enforcing probation conditions, as well as collecting court-ordered fines, fees, and restitution. The probation officer may be established through contract

with a private firm in accordance with authorized contracting procedures established by the Mayor and Council.

- f) **Indigent defense.** The City shall provide indigent defendants with counsel as provided by State law.
- g) **Translator.** The City may provide translation services as required by State Law.

Sec. 20-24 Rules for Court.

With approval of the Mayor and Council, the Municipal Court Clerk shall have full power and authority to make reasonable rules and regulations necessary for proper effectiveness, efficiency and successful administration of the municipal court; provided, however, that the Mayor and Council may adopt in part or in total the rules and regulations applicable to the Municipal Courts. The rules and regulations made or adopted shall be filed with the City Clerk and be available for public inspection.

Sec. 20-25 Failure to Appear/Contempt of Court.

It shall be unlawful for any defendant lawfully summoned to answer charges in the Municipal Court to either fail, neglect or refuse to appear at the time and place specified in the summons or fail to provide a satisfactory explanation for this absence. Failing to appear in Municipal Court for any noticed appearance may be cause for the court to continue the case until such time as the court shall direct, the defendant may be charged an additional failure to appear/contempt of court fee not to exceed the sum of two hundred dollars (\$200.00), and/or the defendant's driver's license may be suspended or the defendant could have a bench warrant issued for his/her arrest requiring the Police Chief, or other members of the police department, to arrest the defendant and bring the defendant before the court to answer both the initial charges and any additional charges for failing to appear. The defendant shall remain in custody until the defendant is brought before the court, unless the defendant posts bond for appearance, as provided by law.

Sec. 20-26 Fine Schedule and Bond Schedule

- a) The Chief Municipal Court Judge must prepare and present a recommend fee schedule and bond schedule to be approved by Mayor and Council.

Sec. 20-27 Processing Fees and Costs;

- a) Unless otherwise prohibited by law, and in accordance with O.C.G.A. 36-35-3, it shall be lawful for the city to collect an administration processing fee on all citations written and processed in the city's municipal court. This fee shall be established by resolution of the city council and shall be collected in addition to fines and fees collected.

b) The administration processing fee shall be for, without limitation:

- 1) All computer-generated histories of offenders.
- 2) Documentation of all citations written
- 3) Mailing certified letters to defendants
- 4) Court documents compiled for the judge's review at the time of arraignment or trial.
- 5) Electronic submission to various law enforcement agencies entitled to information for documentation of defendant's history
- 6) Sorting and storing citations for audits or review purposes within retentions guidelines.

c) Unless otherwise prohibited by state law, any person who is charged with an offense in the Municipal Court, for violation of any of the laws or ordinances of the city of Fairburn or the laws of the state of Georgia shall be subject to an additional cost in the amount of fifteen dollars (\$15.00) per citation to be used for the improvement or enhancement of information technology for the following departments of the city; Police Department, Municipal Court and Code Enforcement.

Sec 20-28 Maximum punishment established by general law

In exercising its jurisdiction, the Municipal Court, unless otherwise limited by a general or local law, or by ordinance, shall be authorized to impose any punishment up to the maximums specified by general law, expressly including but not limited to the maximums specified in O.C.G.A. 26-35-6(a)(2)(b) and (c); provided, however, the court shall not impose any punishment of confinement, probation (including community service work), or other loss of liberty, or impose any fine, fee, or cost imposed by ordinance of a penal nature unless the court provides to the accused the right to representation by a lawyer, or provides to those accused who are indigent to the right to counsel at no cost to the accused. Such representation shall be subject to all applicable standards adopted by the Georgia Public Defender Standards Council for representation of indigent persons in this State. The right of representation shall include all committal hearings conducted when the Judge of the court is sitting as a Magistrate, regardless of whether the court has jurisdiction to try or dispose of the charges.

Sec. 20-29 Trial upon citation or accusation; bench trials, appeals.

Notwithstanding any other law to the contrary, misdemeanor offenses or ordinance violations may be tried upon a uniform traffic citation or accusation. All trials shall be bench trials at which the Judge serves as finder of fact. Unless a direct appeal is provided by law, alleged errors of law shall be brought before the superior court on petition for writ of certiorari within 30 days of final adjudication.

Sec. 20-30 Bond Forfeitures.

Where a property or surety bond had been posted, bond forfeiture shall follow the procedures set forth in O.C.G.A. 17-6-70, et seq., which by reference is made a part hereof as if fully set out herein. It shall be the duty of the Municipal Court Clerk to issue notice to sureties as provided in O.C.G.A. 17-6-70(b).

Fairburn Police Department



191 SW Broad Street
Fairburn, GA 30213

P: 770-964-1444
F: 770-774-7908

Item #	Charge	Bond	Statute
1	Abandonment of Dangerous Drugs	\$1,000	16-13-3
2	Affray	\$500	16-11-32
3	Aggressive Driving	\$685	40-6-397
4	Altering License Plate	\$220	40-2-6
5	Audible Sounds from Vehicle	\$165	40-6-14
6	Bad Checks Less than \$500	\$1,000	16-9-20
7	Battery	\$1,000	16-5-23.1
8	Brake Lights and Signal Lights	\$165	40-8-26
9	Carrying Concealed Weapon	\$5,000	16-11-126
10	Carrying Pistol W/O License	\$1,000	16-11-128
11	Certain Vehicles to Stop at All RR Crossing	\$165	40-6-142.A
12	Child Restraint	\$50	40-8-76.1
13	Coasting Prohibited	\$165	40-6-246
14	Contributing to Delinquency of Minor	\$1,000	16-12-1
15	Criminal Trespass	\$220	16-7-21
16	Cruelty to Animals	\$1,000	16-12-4
17	Cruelty to Children-Misdemeanor	\$1,000	16-5-70
18	D/C Endangering Property/Safety to Another	\$220	16-11-39.A1-2
19	Damage to Mailbox/Mail	\$220	16-7-27
20	Damage to Property	\$1,000	16-7-25
21	Deceptive Business Practices	\$5,000	16-9-50
22	Disorderly Conduct (Double on each Conviction)	\$230	16-11-39
23	Disorderly House (Double on each Conviction)	\$230	16-11-44
24	Distribution of Tobacco Samples to Minors	\$1,000	16-12-174
25	Driving Commercial Vehicle with More than 1 License	\$220	40-5-143
26	Driving in Emergency Lane/Gore	\$165	40-6-50
27	Driving Improper Lane	\$165	40-6-48
28	Driving on Wrong Side of the Road	\$165	40-6-40.A
29	Driving Thru Safety Zone	\$220	40-6-98
30	Driving while Unlicensed	\$685	40-5-20
31	Driving with Expired License	\$87	40-5-32
32	Driving with License Suspended or Revoked-1st Offense	\$685	40-5-121
33	Driving with License Suspended or Revoked-2nd Offense	\$1,285	40-5-69
34	Driving without Headlights On	\$165	40-8-22
35	Driving without Seatbelt-Minor 6-17	\$25	40-8-76
36	Driving without Seatbelt- Infant less than 6	\$50	40-8-76
37	DUI Endangering a Child	\$1,215	40-6-391
38	DUI 1st Offense	\$1,215	40-6-391
39	DUI 2nd Offense	\$2,500	40-6-391
40	DUI Commercial Vehicle	\$1,215	40-6-391.1
41	DUI Driving School Bus	\$2,500	40-6-391.3
42	Electronically Furnishing Obscene Materials to Minor-	\$1,000	16-12-100.1
43	Expired Tag	\$165	40-6-9
44	Failure to Appear	\$200	40-13-58
45	Failure to Apply for New License Within 30 Days	\$87	40-5-20A
46	Failure to Carry License (Plus Proof of Valid License)	\$10	40-5-29
47	Failure to Dim Headlights	\$165	40-8-31
48	Failure to Move Over-Emergency Vehicle	\$165	40-6-16
49	Failure to Obey Traffic Control Device	\$165	40-6-20

50	Failure to Obey Traffic Officer	\$165	40-6-2
51	Failure to Observe Stop Sign at RR Crossing	\$165	40-6-141
52	Failure to Move Vehicle from Roadway	\$165	40-6-275
53	Failure to Report Accident	\$230	40-6-273
54	Failure to Secure Load	\$230	40-6-254
55	Failure to Show Proof of Insurance	\$87	40-6-10
56	Failure to Signal Lane Change	\$165	40-6-123.A
57	Failure to Stop at Stop Sign	\$165	40-6-72
58	Failure to Stop for School Bus	\$295	40-6-163
59	Failure to Use Correct Signal	\$165	40-6-123.B
60	Failure to Yield Entering Roadway	\$165	40-6-73
61	Failure to Yield to Emergency Vehicle	\$230	40-6-74
62	Failure to Yield to Funeral Processions	\$230	40-6-76
63	Failure to Yield to Vehicle on Right	\$165	40-6-70
64	Failure to Yield Turning Left	\$165	40-6-71
65	False Handicap Parking Permit	\$220	40-6-226
66	False Report of a Crime	\$1,000	16-10-26
67	False Statement/Proof of Insurance	\$425	40-6-10
68	Fleeing/Elluding Police	\$685	40-6-395
69	Following Too Close to Emergency Vehicle	\$230	40-6-247
70	Following Too Closely	\$165	40-6-49
71	Furnishing Alcohol to Minor	\$500	3-3-23
72	Furnishing Knife to Under 18 YOA	\$1,000	16-11-101
73	GA Resident has 21 Days to Change Registration	\$165	40-2-21
74	Gambling	\$1,000	16-12-21
75	Gas Drive Off-1st Offense (Must Show Proof of Payment)	\$165	40-6-255
76	Giving False Name, Address, or DOB	\$165	16-10-25
77	Harassing Phone Calls	\$1,000	16-11-39.1
78	Headgear and Eye Gear Required	\$165	40-6-315.A
79	Headlight Requirements	\$165	40-8-22
80	Headlight and Other Lights Required	\$165	40-8-20
81	Hit and Run	\$685	40-6-270.A
82	Horn Required	\$165	40-8-70.A
83	Impeding the Flow of Traffic	\$165	40-6-184
84	Improper Backing	\$165	40-6-240
85	Improper Class License	\$87	40-5-23
86	Improper Display of License Plate	\$165	40-2-41
87	Improper Exhaust System	\$165	40-8-71
88	Improper Lane Change	\$165	40-6-123
89	Improper Passing of School Bus	\$340	40-6-163
90	Improper Riding Bicycle	\$165	40-6-292
91	Improper Turn	\$165	40-6-120
92	Improper U Turn	\$165	40-6-121
93	Improper Use of Dealer Tag	\$165	40-2-38
94	Improper Window Tint	\$165	40-8-73.1
95	Inciting a Riot	\$1,000	16-11-31
96	Keeping a Place of Prostitution	\$1,000	16-6-10
97	Laying Drags	\$295	40-6-251
98	Leaving Scene of Accident	\$360	40-6-270
99	Light or Flag on Projecting Load	\$165	40-8-27
100	Littering	\$165	16-7-43
101	Littering Highway	\$165	40-6-249
102	Littering on Public Transportation	\$165	16-12-120.A2
103	Loitering and Prowling (Double for Each Conviction)	\$1,000	16-11-36

104	Loud Music from Auto	\$165	40-6-14
105	Maintaining Disorderly House	\$230	16-11-44
106	Manner of Riding Motorcycles	\$165	40-6-311
107	Masturbation for Hire	\$1,000	16-6-16
108	Material In Window Obstructing View	\$165	40-8-73.A
109	Minor in Possession of Alcohol	\$230	3-3-23.1
110	Mirrors Required	\$165	40-8-72
111	Motorcycle Rules of Road	\$165	40-6-312
112	No Brakes	\$165	40-8-50
113	No Insurance	\$425	40-6-10
114	No Passing 100 Feet of Intersection	\$165	40-6-45
115	No Passing Left of Center	\$165	40-6-44
116	No Tag/No Decal	\$165	40-2-8
117	Non-Working Speedometer	\$165	40-8-8
118	Obstructing an Intersection	\$165	40-6-205
119	Obstructing Driver of Vehicle	\$165	40-6-242
120	Obstruction of Emergency Medical Tech	\$230	16-10-24.2B
121	Obstruction of Fire Fighter	\$230	16-10-24.1B
122	Obstruction of Officer	\$230	16-10-24.A
123	Open Container	\$190	40-6-253
124	Operating Commercial Vehicle W/O Valid License	\$685	40-5-146
125	Operating Unregistered Vehicle	\$165	40-2-20
126	Owner Allowing Non-Licensed to Drive	\$230	40-5-145
127	Pandering	\$165	16-6-12
128	Passing in No Passing Zone	\$165	40-6-46
129	Passing on Shoulder of Road	\$165	40-6-43
130	Passing Stopped Vehicle Yielding to Pedestrian	\$165	40-6-91.C
131	Passing Violation	\$165	40-6-42
132	Pedestrian Soliciting	\$165	40-6-97
133	Pedestrian to Yield to Emergency Vehicle	\$220	40-6-99
134	Pedestrian Under Influence	\$230	40-6-95
135	Pedestrian Walking in Roadway	\$165	40-6-96
136	Pedestrian Must Obey Traffic Signals	\$165	40-6-90
137	Pedestrian to Cross Safely	\$165	40-6-91.B
138	Peeping Tom	\$1,000	16-11-61
139	Permitting Unlawful Operation of Vehicle	\$165	40-1-3
140	Permitting Unlicensed Minor to Drive	\$165	40-5-123
141	Permitting Unlicensed Person to Drive	\$165	40-5-122
142	Pimping	\$5,000	16-6-11
143	Possession Less oz. Marijuana-1st Offense	\$230	16-13-2
144	Possession Less oz. Marijuana-2nd Offense	\$425	16-13-2
145	Possession Less oz. Marijuana-3rd Offense	\$685	16-13-2
146	Prostitution	\$3,000	16-6-9
147	Protective Headgear Required	\$165	40-6-352
148	Public Drunkenness (Double Each Conviction)	\$165	16-11-41
149	Public Indecency	\$165	16-5-8
150	Public Nuisance	\$165	16-12-82
151	Racing on Highway/Streets	\$685	40-6-186
152	Reckless Driving	\$425	40-6-390
153	Reflectors Generally	\$165	40-8-24
154	Refusal to Disperse at Request of Officer/FF	\$500	16-10-30
155	Removing License Plate to Conceal ID	\$230	40-2-7
156	Required Bicycle Equipment	\$165	40-6-295
157	Restricted Lane/HOV	\$230	40-6-54

158	Sale of Tobacco Products to Minors	\$1,000	16-12-171
159	Selling, Loaning, Distributing Obscene Materials	\$1,000	16-12-103
160	Sexual Battery-Misdemeanor	\$1,000	16-6-22.1
161	Shoplifting 1st Offense	\$685	16-8-14
162	Shoplifting 2nd Offense	\$1,285	16-8-14
163	Simple Assault	\$1,000	16-5-20
164	Simple Battery	\$1,000	16-5-23
165	Slower Traffic Must Stay to Right	\$165	40-5-40.B
166	Solicitation without Permit	\$1,000	16-9-52
167	Speeding 0-14	\$165	40-6-181
168	Speeding 15-18	\$191	40-6-181
169	Speeding 19-23	\$230	40-6-181
170	Speeding 24-33	\$295	40-6-181
171	Speeding 34+	\$425	40-6-181
172	Spotlights/Fog Lights	\$165	40-8-29.A
173	Stalking-Misdemeanor	\$1,000	16-5-90
174	Striking a Fixed Object	\$165	40-6-272
175	Striking Unattended Vehicle	\$165	40-6-271
176	Suspended Registration	\$685	40-6-15
177	Tag Used to Conceal the Identity of Vehicle	\$230	40-2-5
178	Tail Lights Generally	\$165	40-8-23
179	Tampering with Evidence	\$1,000	16-10-94
180	Tampering with Traffic RR Sign	\$230	40-6-26.A
181	Theft of Services	\$1,000	16-8-5
182	Too Fast for Conditions	\$165	40-6-180
183	Traffic Laws Apply to Bicycles	\$165	40-6-291
184	Traffic Laws Apply to Mopeds	\$165	40-6-350
185	Traffic Laws Apply to Motorcycles	\$165	40-6-310
186	Traffic Must Yield to Pedestrian in Crosswalk	\$165	40-6-91.A
187	Unauthorized Use of Siren/Whistle	\$165	40-8-70.B
188	Unlawful Assembly	\$1,000	16-11-33
189	Unlawful Dumping	\$1,000	16-7-52
190	Unlawful to Ride in Bed of Pickup	\$165	40-8-79
191	Unlawful Use of License or ID Card	\$230	40-5-120
192	Unsafe Tires	\$165	40-8-74
193	Unsafe Vehicles	\$165	40-8-7
194	Use of Fraudulent License/ID	\$685	40-5-125
195	Vehicle Load Dragging on Highway	\$165	40-8-3
196	Violating Terms of Limited Permit	\$165	40-5-64
197	Violation of Controlled Access Roadway	\$165	40-6-51
198	Violation of Handicapped Parking	\$240	40-6-225
199	Violation of Restricted License	\$165	40-5-30
200	Wearing Mask or Hood to Conceal ID	\$1,010	16-11-38
201	Windshield Wiper Requirements	\$165	40-8-73.B
202	Wrong Way on One Way	\$165	40-6-47



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: ATLANTA REGIONAL COMMISSION (ARC) SUBGRANT AGREEMENT FOR THE LIVABLE CENTERS INITIATIVE (LCI) FAIRBURN DOWNTOWN MASTER PLAN

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

Submitted: 08/24/2020 **Work Session:** N/A **Council Meeting:** 08/24/2020

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: The budget for the LCI Fairburn Downtown Master Plan is \$125,000. The grant is 80% reimbursable by ARC; therefore, the City's financial obligation is \$25,000. The \$125,000 has been included in the city's 2020-2021 budget [Fund 250 Grants].

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to approve the execution of the subgrant agreement with the Atlanta Regional Commission (ARC) for the Livable Centers Initiative (LCI) Fairburn Downtown Master Plan.

HISTORY: On February 28, 2020, the Planning and Zoning Office submitted a grant application to the ARC's LCI 2020 Call for Planning Studies. The LCI grant is designed to help communities become more walkable places that offer increased mobility options, encourage healthy lifestyles, and provide improved access to jobs and services. The city's application to ARC requested assistance with performing a major update to the Fairburn Downtown Master Plan. The Downtown Master Plan will provide a blueprint for creating a vibrant, walkable, economically thriving downtown center. Specifically, the downtown master plan will help address the following needs in downtown:

1. Increase in residential density
2. Additional parking
3. Improve curb appeal and cohesive architectural building style and character, including consistent signage style
4. Redevelopment of key areas such as Hudson Plaza
5. Clearly defined downtown vision, goals, objectives, and implementation strategies

The Downtown Master Plan will help the city address a need for quality dining, shops, and social interaction in the downtown areas. It will provide the opportunity to celebrate the city's history, as well as create a stronger economy within a robust social environment.

On May 15, 2020, the ARC announced that they had awarded \$1.4 million in LCI grants to fund planning studies in 10 metro Atlanta communities. The City of Fairburn's Downtown Master Plan was one of the 10 applications selected. The subgrant agreement between the ARC and City of Fairburn is required as apart of the LCI grant award process.

The Fairburn Downtown Master Plan Request for Proposal (RFP) was released on August 5, 2020 with a proposal due date of September 1, 2020. Once the consultant has been selected by September 30, 2020, the work is tentatively scheduled to begin on November 1, 2020 and completed by December 1, 2021 (completion estimated at 12 months).

The subgrant agreement has been reviewed and approved by the City Attorney.

RECOMMENDED ACTION: For the Mayor and Council to approve the execution of the subgrant agreement with the ARC for the LCI Downtown Master Plan.


Elizabeth Carr-Hurst, Mayor

SUBGRANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2020, by and between City of Fairburn, Georgia (hereinafter referred to as the "Subgrantee") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Subgrantee to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Transportation, (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Subgrantee desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Subgrantee. ARC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Subgrantee are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before October 31, 2021.
4. Compensation. The Subgrantee shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \$100,000.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Subgrantee shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Subgrantee shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the

11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Subgrantee (executor) and ARC's Executive Director. However, the Subgrantee executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Subgrantee shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Subgrantee during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Subgrantee agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. The Subgrantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Subgrantee certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the project for which this contract work is being performed. In addition to other penalties that may be applicable, the Subgrantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subgrantee to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Subgrantee's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Subgrantee shall be given reasonable written notice of such meetings.

Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

22. Interest of Subgrantee. The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents, employees or Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this agreement no person having any such interest shall be employed by the Subgrantee as an agent, Subgrantee or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, the Subgrantee shall request in writing the advice of ARC, and if ARC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
23. Interest of Members of ARC and Others. No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.
24. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise herefrom.
25. Compliance with Requirements of the Concerned Funding Agencies. The Subgrantee shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Subgrantee in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
26. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or limitation and without compensation to the Subgrantee other than as provided in this agreement. The Subgrantee acknowledges that matters regarding rights to inventions and materials

action has been duly adopted or passed as an official act of the Subgrantee's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute an agreement incorporating the terms of its application.

- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Subgrantee shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- xi. The Subgrantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Subgrantee further agrees to include the provisions contained in the forgoing paragraph in each subcontract for services hereunder.

The Subgrantee shall not retaliate or take any adverse action against any employee or any subcontractor for reporting, or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
 - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
 - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Subgrantee will be responsible for conducting inspections to ensure compliance by the Subgrantee with these specifications.
- c. For agreements exceeding \$100,000.00 in federal financial assistance:
 - i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Subgrantee, or agent acting for the Subgrantee, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Subgrantee agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Subgrantee agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Subgrantees.

property. If this agreement is terminated by ARC as provided in this paragraph, the Subgrantee will be reimbursed for the otherwise allowable actual expenses incurred by the Subgrantee up to and including the effective date of such termination, as authorized in Attachment "B." The Subgrantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

34. Termination of the Agreement for Cause. If the Subgrantee, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Subgrantee has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Subgrantee of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Subgrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Subgrantee shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Subgrantee and ARC may withhold any payments to the Subgrantee for the purpose of set-off for damages caused by the Subgrantee's breach, until such time as the exact amount of damages to ARC from the Subgrantee is determined.
35. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Subgrantee, this agreement may be immediately terminated without further obligation of ARC.
36. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Subgrantee from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Subgrantee prior to the date of suspension to the extent that they are noncancelable.
37. Disputes and Appeals Any dispute concerning a question of fact arising either from a Subgrantee or subgrant selection decision, or under a Subgrantee or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Subgrantee or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein

IN WITNESS WHEREOF, the Subgrantee and ARC have executed this agreement as of the day first above written.

ATTEST:

CITY OF FAIRBURN

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

- Review the most recent LCI action plans and identify the status of each item listed;
- Review existing plans' proposals for future land uses, development, zoning, transportation, and public facilities and compare to conditions "on the ground" today;
- Conduct additional technical analysis on subareas that have changed significantly since the last plan update;
- Analyze and document existing conditions and issues related to land use, transportation, stormwater, housing, and infrastructure within the study area.

Task 2 – Housing and Market Analysis

Prepare a market and housing analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.);
- Demand and feasibility assessment for housing (by type and cost), retail, office, and other uses within the LCI area, and an assessment of competing uses in districts near the LCI area;
- Develop customer profiles, which should include detailed demographics, lifestyle segmentation data, commuting patterns, actual customer spending habits, or other pertinent information;
- Identify where new development can be located to most effectively catalyze further reinvestment;
- Identify new housing development types that can be introduced within the LCI study area that align with the guidance for development type, scale, and character in the study area;
- Develop recommendations that identify best practice(s) and/or development incentives or financing mechanisms for housing and economic development that align with the Regional Housing Strategy and The Atlanta Region's Plan.

Task 3 – Public Input

The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, ethnically diverse, and elderly or disabled citizens. The City of Fairburn will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications. Responses and acknowledgement of public comments will be addressed in the study reports. The public involvement process shall, at a minimum, include the following components:

- *Project Management Team*

The City of Fairburn shall establish a Project Management Team that includes a representative from the City of Fairburn, the consultant, and ARC. This team shall meet or

The final plan review is to be at the ARC offices to discuss the plan process, issues or unique activities that occurred, and future projects that are needed to implement the plan once the plan is complete.

Task 4 – Updated Plan

Review the existing plan and update the goals, policies and action strategies based on the findings of Task 1, 2, and 3 and prepare a detailed development concept plan. At a minimum, this plan will assess and update the study area's current land use patterns, environmental constraints, transportation patterns and urban design elements, including pedestrian, bicycle, and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this plan and study will contain the following components:

1. Summary of existing conditions and issues identified in Task 1. This includes land use, zoning, transportation, housing, and infrastructure conditions.
2. Assessment of current LCI plan and other relevant plans that have an impact on the plan update, also covered in Task 1.
3. Vision and goals for the downtown area that address the following:
 - a) Mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program
 - b) Mixed-income housing, job/housing match and social issues such as access to healthy foods and aging in place
4. Recommended policies and programs to implement community vision.
5. Recommended revisions to the zoning ordinance and development of regulations to support the vision which includes street design standards.
6. Detailed implementation strategy and action plan to assist City officials in moving the plan forward that includes the recommendations from the Market and Housing Analysis
7. Site-specific recommendations for 2-3 catalytic sites in the downtown that include a market analysis, regulatory recommendations, and visualization of key concepts.
8. Temporary and short term creative placemaking strategies
9. Transportation assessment and recommendations which include:
 - a) Transportation demand reduction measures
 - b) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, transit access, and safety and security of all modes
 - c) Placemaking strategies including but not limited to public art, wayfinding, lighting, and streetscapes
 - d) Continuity of local streets in study area and extension of the street grid
 - e) Conceptual renderings of the key transportation recommendations
 - f) Temporary and interim transportation improvements
 - g) Opportunities for green infrastructure within transportation recommendations

street design standards, with revised language for adoption, and including a committed schedule for adopting such changes.

- e) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.

- **Five-year Implementation Plan (aka Schedule of Actions):** Using the “5 Year Implementation Plan” template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short-term implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:

- a. A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
 - i. A prioritized description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area. These should align with the Regional Housing Strategy recommendations and the Regional Housing Demand Forecast
 - ii. A prioritized description of economic development and placemaking strategies
- b. A prioritized description of transportation improvement projects that are longer term in nature five-year implementation plan.

- **Appendix**

- a) The full market/fiscal feasibility report
- b) Detailed transportation assessment
- c) Revised Land Development regulations to implement the concept plan including the street design standards.
- d) Assessment of existing plan.

- **Format of Final Deliverables:**

- One (1) printed copy of the complete final report and appendices (8.5”x11”)
- PDF file of Final Report and all appendices
- The 5-Year Implementation Plan in Excel using the ARC template.
- All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

ATTACHMENT B

Compensation and Method of Payment

I. Compensation: The total cost of the Project (as described in "Attachment A") is \$125,000. ARC's compensation to the City of Fairburn will not exceed 80 percent of the actual costs incurred. However, in no event will the total compensation and reimbursement, if any, to be paid to the City of Fairburn under this contract exceed the sum of \$100,000. All costs in excess of \$100,000 are to be paid by the City of Fairburn.

A breakdown of this compensation is shown in Exhibit B-1, "Budget Estimate", which is attached to and made part of this contract for financial reporting, monitoring and audit purposes.

II. Method of Payment: The following method of payment replaces that specified in the main body of the contract.

A. Progress Payments: The City of Fairburn shall be entitled to receive progress payments on the following basis. As of the last day of each month during the existence of this contract, the City of Fairburn shall prepare an invoice for payment documenting work completed and costs incurred during the invoice period. This invoice shall be submitted to ARC along with the monthly report by the 10th of the following month. Any work for which reimbursement is requested may be disallowed at ARC's discretion if not properly documented, as determined by ARC, in the required monthly narrative progress report.

Upon the basis of its audit and review of such invoice and its review and approval of the monthly reports called for in the paragraph concerning "Reports" in the main body of the contract, ARC will, at the request of the City of Fairburn, make payments to the City of Fairburn as the work progresses but not more often than once a month. Invoices shall reflect 100% of the allowable actual costs incurred, be numbered consecutively and submitted each month until the project is completed. Reimbursement payments from ARC shall be at 80% of the approved invoiced costs.

City of Fairburn's monthly invoices and monthly narrative progress reports are to be submitted to the ARC Executive Director or his authorized agent and must be received by him not later than the 10th day of the following month. ARC may, at its discretion, disallow payment of all or part of an invoice received after this deadline.

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the City of Fairburn, less the total of all previous progress payments made.

City of Fairburn's final invoice and summary document (as described in "Attachment A, Task 5 – Prepare Deliverables") must be received by ARC no later than ten days after the project completion date specified in Paragraph 3 of the contract. ARC may, at its discretion, disallow payment of all or part of a final invoice received after this deadline.

EXHIBIT B-1

Budget Estimate

Task 1 – Existing Plan Assessment:	\$15,000
Task 2 – Market Analysis:	\$25,000
Task 3 – Public Input:	\$35,000
Task 4 – Updated Plan:	\$35,000
Task 5 – Prepare Project Deliverables:	\$15,000
Total Cost:	\$125,000
ARC Share (80%):	\$100,000
Local Share (20%):	\$25,000

* Note: The estimates listed above are preliminary and actual costs by task may vary so long as the total contract value does not increase. Any change to the budget estimates shown above must be requested in writing and approved by ARC's Cognizant Center Director.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE MALONE STREET CURB AND GUTTER
INSTALLATION PROJECT CONTRACT AWARD**

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

Submitted: 08/18/2020

Work Session: N/A

Council Meeting: 08/24/2020

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be \$41,800. The project expenditures will come out of the General Fund Streets Account expenditure line item 100-4200-53-1715 Sidewalk/Street/Replace/Curb.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Malone Street Curb & Gutter Installation Project Contract Award to Construction 57 Incorporated for an amount of \$41,800.

HISTORY: The Invitation for Bids was sent out on August 5, 2020; five (5) bids were received.

FACTS AND ISSUES: After completion of the bid evaluation, it was determined that Construction 57 Incorporated was the lowest responsive and responsible bidder with a bid price of \$41,800.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Malone Street Curb & Gutter Installation Project Contract Award to Construction 57 Incorporated at a bid price of \$41,800.


Elizabeth Carr-Hurst, Mayor

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID SCOPE

IMPROVEMENTS: The work includes grading complete, temporary traffic control, and the installation of 24" curb & gutter on the west side of Malone Street. This contract will also include preparation of sub-grade, saw-cutting and demolition of existing asphalt as well as clean up and backfilling. The project will extend from 58 Malone Street, where curb & gutter currently terminates, to Lane Drive, approximately 1400 linear feet.

Concrete used for construction shall have a minimum 3,000 psi compressive strength at 28 days (ASTM C 39); a 2-inch to 4-inch slump (ASTM C 143) and, 3 to 6 percent air content (ASTM C 231 or C 173) and shall comply with ASTM C 94.

GRADING COMPLETE

This work includes:

- Excavating of all materials including, ditches, undesired material (including removal and replacement), and borrow.
- Backfilling
- Hauling
- Finishing, dressing, and disposing of undesirable or surplus material
- Grassing (in like kind)
- Temporary Traffic Control

TERM

This contract shall commence upon Notice to Proceed (NTP). All work must be completed thirty (30) days from the NTP.

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1		
2	24" Curb & Gutter	LF	1400		
	TOTAL \$				

Authorized Signature

Bidder (Company Name)

Printed Name

Title

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1	18000	18000
2	24" Curb & Gutter	LF	1400	17	23800
	TOTAL			\$	41,800.00


Authorized Signature

CONSTRUCTION 57 INCORPORATED
Bidder (Company Name)

OLUSEGUN OSHO
Printed Name

PRESIDENT
Title

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

To perform scope of work on Malone Street from 58 Malone St to Lane Dr

Option# 1 - Completion of work with permanent seed and straw

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1	\$14,200.00	\$14,200.00
2	24" Curb & Gutter	LF	1400	\$24.00	\$33,600.00
	TOTAL				\$ 47,800.00



Authorized Signature

The Corbett Group, LLC

Bidder (Company Name)

Michael Corbett

Printed Name

Operation Manager


Title

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1	\$25,030.00	\$25,030.00
2	24" Curb & Gutter	LF	1400	\$17.50	\$24,500.00
	TOTAL \$49,530.00				



Authorized Signature

Summit Construction & Development LLC

Bidder (Company Name)

Ajay Naidu

Printed Name

Estimator

Title

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1	\$44,000	\$44,000
2	24" Curb & Gutter	LF	1400	23	\$32,200
	TOTAL				\$76,200

Authorized Signature

Tople Construction and Engineering, Inc.
Bidder (Company Name)

Lucky Ehigiamusoe
Printed Name

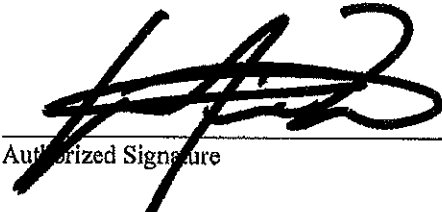
President
Title

MALONE STREET CURB & GUTTER INSTALLATION PROJECT

BID FORM

BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	Grading Complete	LS	1	50,343.01	50,343.01
2	24" Curb & Gutter	LF	1400	34.45	48,234.96
	TOTAL \$98,577.97				



Authorized Signature

German Zamora

Printed Name

Precision 2000, Inc.

Bidder (Company Name)

Project Manager

Title

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2020

100-General Fund
Streets

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Personal Services</u>							
100-4200-51-1100 Salaries & Wages	549,307.00	38,779.95	0.00	433,044.66	0.00	116,262.34	78.83
100-4200-51-1300 Overtime	25,000.00	889.77	0.00	16,096.65	0.00	8,903.35	64.39
100-4200-51-1900 Allocate to Stormwater	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-51-2100 Group Insurance	101,730.00	10,028.86	0.00	102,111.34	0.00	381.34	100.37
100-4200-51-2150 Health Reimbursement	0.00	1,627.88	0.00	10,071.44	0.00	10,071.44	0.00
100-4200-51-2200 F.I.C.A. & Medicare T	40,637.00	2,827.12	0.00	32,572.35	0.00	8,064.65	80.15
100-4200-51-2400 Retirement	27,823.00	0.00	0.00	0.00	0.00	27,823.00	0.00
100-4200-51-2600 Unemployment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-51-2700 Workers Comp	59,590.00	14,193.53	0.00	14,193.53	0.00	45,396.47	23.82
100-4200-51-2800 Comp Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-51-2850 Oncall/Standby	0.00	240.00	0.00	1,560.00	0.00	1,560.00	0.00
100-4200-51-2904 Hazard Pay	4,500.00	750.00	0.00	3,000.00	0.00	1,500.00	66.67
100-4200-51-2905 Incentive Pay	8,984.67	0.00	0.00	8,984.67	0.00	0.00	100.00
100-4200-51-2910 Other Employee Benefi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-51-2920 Other Employee Ben-In	0.00	200.00	0.00	1,600.00	0.00	1,600.00	0.00
TOTAL Personal Services	817,571.67	69,537.11	0.00	623,234.64	0.00	194,337.03	76.23
<u>Purchased-Contracted</u>							
100-4200-52-1200 Professional	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-1242 Pre-employment Screen	300.00	0.00	0.00	187.95	0.00	112.05	62.65
100-4200-52-1720 Uniforms Service	18,000.00	5,436.89	0.00	16,242.14	0.00	1,757.86	90.23
100-4200-52-2110 Disposal	67,000.00	6,038.56	0.00	56,971.24	1,400.00	8,628.76	87.12
100-4200-52-2114 Yard Debris Disposal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-2140 Landscaping	17,000.00	0.00	0.00	0.00	0.00	17,000.00	0.00
100-4200-52-2200 R & M Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-2205 R & M Equipment	8,000.00	0.00	0.00	4,806.45	0.00	3,193.55	60.08
100-4200-52-2220 Equipment Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-2230 R & M Vehicle	10,000.00	0.00	0.00	4,692.64	0.00	5,307.36	46.93
100-4200-52-2240 Storm Drain /Water Ma	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-2250 Streets and Sidewalks	53,000.00	10,350.00	0.00	52,412.40	0.00	587.60	98.89
100-4200-52-2260 Street Sign Maintenanc	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
100-4200-52-2320 Equipment Rental	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
100-4200-52-3100 Liability Insurance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-3200 Telephone	4,300.00	421.87	0.00	4,120.20	0.00	179.80	95.82
100-4200-52-3300 Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-3450 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-3500 Travel Expense	500.00	0.00	0.00	0.00	0.00	500.00	0.00
100-4200-52-3600 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-3700 Training	2,700.00	0.00	0.00	0.00	0.00	2,700.00	0.00
100-4200-52-3705 Business Meeting	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-52-3900 Contract Service-Misc	15,000.00	0.00	0.00	14,800.00	0.00	200.00	98.67
TOTAL Purchased-Contracted	203,300.00	22,247.32	0.00	154,233.02	1,400.00	47,666.98	76.55

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2020

100-General Fund
Streets

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
100-4200-53-1100 Office Supplies	200.00	0.00	0.00	0.00	0.00	200.00	0.00
100-4200-53-1210 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-53-1215 Stormwater Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-53-1220 Natural Gas	2,000.00	0.00	0.00	1,950.71	142.28 (92.99)	104.65
100-4200-53-1230 Electricity	15,000.00	0.00	0.00	0.00	0.00	15,000.00	0.00
100-4200-53-1235 Street Lighting	90,000.00	826.69	0.00	47,362.67	3,397.00	39,240.33	56.40
100-4200-53-1270 Gasoline	75,000.00	12,914.18	0.00	64,964.34	0.00	10,035.66	86.62
100-4200-53-1600 Small Equip 500-5000	15,000.00	0.00	0.00	971.58	0.00	14,028.42	6.48
100-4200-53-1700 Misc Supplies <500	24,745.18	3,211.95	0.00	12,772.14	0.00	11,973.04	51.61
100-4200-53-1705 Sidewalk Repair	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-53-1710 Uniforms	6,500.00	0.00	0.00	2,920.76	0.00	3,579.24	44.93
100-4200-53-1715 Sidewalk/Street/Rep/C	100,000.00	2,277.42	0.00	14,605.60	0.00	85,394.40	14.61
100-4200-53-1718 Street Signs	25,000.00	245.00	0.00	8,669.10	0.00	16,330.90	34.68
100-4200-53-1720 Repair Parts	254.82	0.00	0.00	254.82	0.00	0.00	100.00
100-4200-53-1800 Landscaping Supplies	7,500.00	0.00	0.00	4,077.33	0.00	3,422.67	54.36
TOTAL Supplies	361,200.00	19,475.24	0.00	158,549.05	3,539.28	199,111.67	44.87
<u>Capital Outlay</u>							
100-4200-54-1400 Infrastructure	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-1401 Infrastructure - Oakl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-1402 Infrastructure - CDBG	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-1403 LCI Implementation	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-1404 2013 GDOT LMIG Resurf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-1406 Park and Ride Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-2200 Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-2300 Furniture & Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-2500 Computers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-54-2700 Other Equipment	19,000.00	0.00	0.00	0.00	0.00	19,000.00	0.00
TOTAL Capital Outlay	19,000.00	0.00	0.00	0.00	0.00	19,000.00	0.00
<u>Debt Service</u>							
100-4200-58-1200 Capital Lease Princip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4200-58-2200 Capital Lease Interes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Debt Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Streets	1,401,071.67	111,259.67	0.00	936,016.71	4,939.28	460,115.68	67.16



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CHANGE ORDER FOR THE HOWELL AVENUE
EXTENSION PROJECT**

<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: 08/21/2020

Work Session: N/A

Council Meeting: 08/24/2020

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be \$5,850. The project expenditures will come out of the TSPLOST Infrastructure Roadway Account, expenditure line item 360-0000-54-1410.

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to approve a proposed Change Order for the Howell Avenue Extension Project for an amount of \$5,850.

HISTORY: Drainage concerns were discovered in the field related to Parcels 5 & 6 of the Howell Avenue Extension Project. To address these concerns, the Contractor has proposed remediation efforts that include the installation of catch basins, an area drain and associated activities.

FACTS AND ISSUES: Impacts to property owners such as these are typically taken care of during right of way acquisition through the "Cost to Cure" process. However, in this case, the proposed remedies were captured in the project design and ultimately the construction contract, to reduce overall project costs. In doing so, even with the approval of the proposed change order, the City of Fairburn will save over \$43,000 of what would have been paid to the Owner outright based on the Cost to Cure original amount.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the proposed Change Order for the Howell Avenue Extension Project for the quoted price of \$5,850.


Elizabeth Carr-Hurst, Mayor

Request for Information

Project : **Howell Avenue Extension**

Contractor: **Strack, Inc.**

Attention: **Scott Jordan**

Reference Drawing: **18-002 Markup Attached**

Reference Detail: _____

Spec. Section: _____

RFI Number: **001**

Request Date: **7/14/2020**

Response Requested By: **7/24/2020**

Reason for Request:

- ☐ Insufficient Information ☐ Alternative Proposal
☒ Engineering Conflict ☐ Other

Action Requested:

- ☐ Clarification ☒ Approval
☐ Direction

Probable Effect:

- ☒ Increased Cost ☐ Increased Time ☐ Unknown
☐ Decreased Cost ☐ Decreased Time ☐ None

Information Requested:

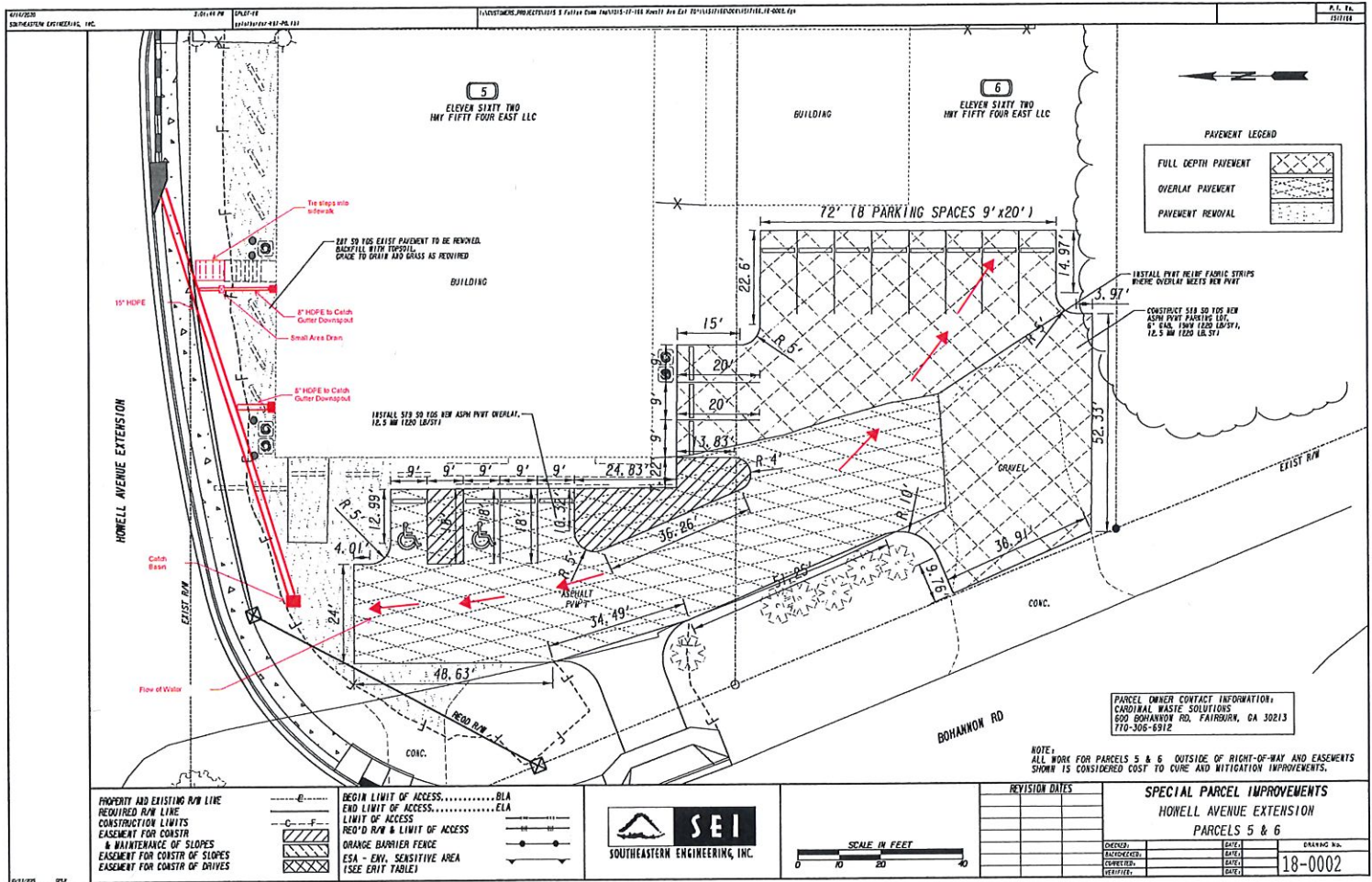
Based on the current design we believe that the water will not drain out of parking lot, it will be trapped and run into building

Contractor Recommended Solution:

We propose adding pipe, catch basins, and an area drain to help with the flow of the water. Please see mark up attached, this is not drawn to scale.

Submitted By: **Ja'Vanity Bryant, Project Manager**

- ☐ Proceed with Recommended Solution
☐ Proceed with these Instructions





Strack, Inc.

125 Laser Industrial Court

Fairburn, GA 30213

Contact: Diego I Menendez

Phone: 404-638-4812

Email: diegom@strackinc.com

Quote To:

Scott H. Jordan, PE
Southeastern Engineering, Inc. (SEI)
2470 Sandy Plains Road
Marietta, GA 30066

Job Name:

Howell Avenue Extension Roadway

COP #:

1

Description:

Drainage for Cardinal Parcel 5&6

Date:

07/23/2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	15" HDPE N-12	90.00	LF	25.00	2,250.00
200	8" HDPE N-12	30.00	LF	20.00	600.00
300	Nyloplast Drain Basin	2.00	EA	1,200.00	2,400.00
400	Tie-Into Gutters	2.00	EA	300.00	600.00
GRAND TOTAL					\$5,850.00

Line Item	Item No.	Pay Item	Quantity	Unit	Unit Price	Costs
Grading Complete & Miscellaneous Items						
	3	210-0100 GRADING COMPLETE - PARCEL 5 & 6	1.00	LS	4,325.75	\$ 4,325.75
New Asphalt Pavement						
	38	310-5060 GR AGGR BASE CRS, 6 IN, INCL MATL	588.00	SY	8.54	\$ 5,021.52
	42	402-3130 RECYCLED ASPH CONC 12.5 MM SUPERPAVE GP 2 ONLY, INCL BITUM MATL & H LIME	129.00	TN	80.60	\$ 10,397.40
	43	402-3190 RECYCLED ASPH CONC 19 MM SUPERPAVE GP 1 OR 2, INCL BITUM & MATL & H LIME	65.00	TN	78.00	\$ 5,070.00
	44	413-0750 TACK COAT	123.00	GAL	3.07	\$ 377.61
	53	446-1100 PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	106.00	LF	8.22	\$ 871.32
Fencing						
	82	643-2152 CH LK FENCE W/EXT ARMS & BARBED WIRE, ZC COAT, 6 FT, 9 GA	288.00	LF	21.06	\$ 6,065.28
	83	643-8010 GATE, CHAIN LINK ZC COAT - 6 FT, 9 GA	2.00	EA	8,424.00	\$ 16,848.00
Pavement Markings						
	59	653-0095 THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	2.00	EA	260.00	\$ 520.00
	61	653-1501 THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	216.00	LF	0.62	\$ 133.92
	67	653-6004 THERMOPLASTIC TRAF STRIPING, WHITE	72.00	SY	4.68	\$ 336.96
Grassing						
	108	700-9300 SOD	290.00	SY	4.86	\$ 1,409.40
Total						\$ 51,377.16
Additional Drainage Needed for Parcels 5 & 6 Required by Contractor						\$ 5,850.00
Total Construction Costs for Cost to Cure Items						\$ 57,227.16
Original Cost from Cost-to-Cure by Palacios Engineering in April 2019						\$ 100,789.38
Project Savings by Including Cost to Cure Items in Construction Contract after Additional						\$ 43,562.22



City of Fairburn
Howell Avenue Extension
New Location Project
Fulton County, Georgia

Prepared for: City of Fairburn
Project ID No.: 1015-17-66
Parcel No.: 5 & 6
Owner: Eleven Sixty Two Hwy. 54 East, L.L.C.
Fulton County, Georgia
March 04, 2019

Revision 1: March 21, 2019

PE-2019-03-014



PALACIOS ENGINEERING
CIVIL ENGINEERING CONSULTANTS



This document is the property of

PALACIOS ENGINEERING, INC.
226 Middleton Place
Grayson, Georgia 30017

Tel 770-845-5345

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March 04, 2019

Revision 1: March 21, 2019



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Executive Summary

The following report is a Site Analysis - Mitigation Report and Cost-To-Cure Estimate for an industrial property impacted by the City of Fairburn's Right of Way acquisition and proposed road improvements near the intersection of Bohannon Road and Howell Avenue Extension. The subject property is identified on the City of Fairburn's drawings as Parcel(s) No. 5 & 6, which are located on the south east quadrant formed by the intersection of Bohannon Road and the Howell Avenue Extension a.k.a. 600 Bohannon Road, Fairburn, Fulton County, Georgia.

Palacios Engineering, Inc., conducted an inspection of the property on 02/24/2019. Our subsequent analysis included the photographic documentation of existing improvements. We reviewed Right-of-Way plans prepared for the City of Fairburn by Southeastern Engineering Inc. (dated 01/31/2019 and transmitted electronically on 02/27/2019) to determine the required Right-of-Way Acquisition and Easements Requirements of the proposed road improvement project. Palacios Engineering then prepared an "Existing Conditions and Proposed Mitigation Plan" and a "Cost to Cure Estimate".

Palacios Engineering, Inc. sincerely appreciates the opportunity to provide you with this analysis and look forward to working with you and your company.

If you need any additional information regarding this project or if you have any questions regarding the information presented in this document, please feel free to contact:

Ricardo Palacios, P.E.
Palacios Engineering, Inc.
226 Middleton Place
Grayson, GA 30017

Tel. 770.845.5345
E-mail. rpalacios@palacioseng.com



Project Scope

- I. Identify Existing Site Improvements
- II. Create Photographic Record of Existing Site Improvements
- III. Mitigate Impacted Site Improvements
- IV. Prepare Cost-to-Cure Estimates for Mitigated Impacts



Existing Conditions

The subject Parcel(s) 5&6 are located at 600 Bohannon Road, Fairburn, Fulton County, Georgia. The subject contains two one-story buildings, the first encompassing approximately 9,500 s.f. and the second encompassing approximately 2,100 s.f. the subject also contains an additional two ancillary open sheds. All located near the west side of the property and arranged approximately as shown on the attached drawing CTC 1 of 1.

The west side of the property contains approximately 36,000 s.f. of paved outdoor storage area and an additional 40,000 s.f. of graveled outdoor storage area, arranged approximately as shown on the attached drawing CTC 1 of 1.

The site is currently accessible through two driveways located along the Bohannon road frontage of these driveways, the southernmost is a gravel driveway, the second driveway located near the front of the building is paved and its slope is significantly less steep. The property is also accessible through the existing R.O.W. between Parcels 1 and Parcel(s) 5 & 6.

It should be noted that the existing R.O.W. between Parcels 1 and Parcel(s) 5 & 6. Is currently being utilized for parking 13 spaces, as parking access for 7 parking spaces along the northern perimeter of the main building, and for access to the outdoor storage yard on the east side of the property, approximately as shown on the attached drawing CTC 1 of 1.

The outdoor storage yard on the east side of the property is secured by a 6' high chain link fence with 3 strand barbed wire and is accessible through a sliding gate located as shown on the attached drawing CTC 1 of 1.



Impacts

Because of the City of Fairburn's required Right of Way and Temporary Easements along the Howell Road Extension frontage, the following site improvements will be impacted:

- Parking areas along the Bohannon Road frontage will need to be re-configured as needed to accommodate the required Right of Way and Temporary Easements and proposed road improvements.
- Parking areas along the northern perimeter of the building, along the Howell Road Extension frontage will be demolished as needed to accommodate the required Right of Way and Temporary Easements and proposed road improvements.
- 6' High chain link fence with 3 strand barbed wire located along the southern boundary of the property and along the required Right of Way for the Howell Road Extension will need to be demolished by the City of Fairburn as needed to clear the required Right of Way and Temporary Easement.



Recommendations

To mitigate impacts to existing improvements resulting from the City of Fairburn's required Right of Way and Temporary Easement along the Howell Road Extension frontage, Palacios Engineering recommends the property owner make the following changes, as needed, to maintain maximum utility of the remaining property:

- Parking areas along the Bohannon Road frontage will need to be re-configured as needed to accommodate the required Right of Way and Temporary Easements and proposed road improvements. Palacios Engineering recommends the property owner sawcut existing asphalt pavement near north side of the parking lot, as shown on the attached drawing CTC 1 of 1. We then recommend the property owner demolish existing asphalt pavement and backfill the areas between the proposed northern perimeter of the parking lot and the required R.O.W. with new topsoil, fine grade the area and grass it as needed.

Palacios Engineering then recommends the property owner overlay the existing asphalt pavement and construct a new parking lot expansion near the south side of the main building. The proposed new parking lot area should then be re-stripped to accommodate a total of 15 parking spaces, as shown on the attached drawing CTC 1 of 1. The proposed parking re-configuration will eliminate a total of 5 parking spaces and reduce available parking from the existing 20 to 15 parking spaces.

- Parking areas along the northern perimeter of the building, along the Howell Road Extension frontage will be demolished as needed to accommodate the required Right of Way and Temporary Easements and proposed road improvements. Palacios Engineering recommends the property owner demolish all existing paved areas between the northern perimeter of the building and the existing Right of Way of Howell Road Extension, we then recommend that the area be backfilled with topsoil, graded and grassed as needed.

Existing A/C condenser units along the north side of the building which are located within the Temporary Slope Easement but outside of the limit of construction will remain undisturbed.



Note: Additional "Do Not Disturb" notes to be added to design documents per e-mail communication between Palacios Engineering and Southeastern Engineering, Inc. dated 04/16/2019 (see appendix for details)

Existing concrete steps along the north side of the building which are located within the Temporary Easement and generally outside of the limit of construction will remain undisturbed and slope tied to exist. landing as needed.

Note: Additional "Do Not Disturb" notes to be added to design documents per e-mail communication between Palacios Engineering and Southeastern Engineering, Inc. dated 04/16/2019 (see appendix for details)

- 6' High chain link fence with 3 strand barbed wire located along the southern boundary of the property and along the required Right of Way for the Howell Road Extension will need to be demolished by the City of Fairburn as needed to clear the required Right of Way and Temporary Easement. Palacios Engineering recommends the property owner erect a new 6' high chain link fence with 3 strand barbed wire to expand the areas between the northeast corner of the main building and the southwest corner of the existing open shed along the northern boundary of the property, we also recommend the property owner erect a replacement 30' wide sliding gate across the proposed new replacement driveway near Sta 12+71.27, as shown on the attached drawing CTC 1 of 1.

Additionally, Palacios Engineering also recommends the property owner erect a new 6' high chain link fence with 3 strand barbed wire to expand the areas between the southeast corner existing open shed along the northern boundary of the property and the eastern boundary of the property, as shown on the attached drawing CTC 1 of 1.

- Palacios Engineering recommends the City of Fairburn modify the proposed replacement driveway near Sta 12+71.27. The proposed replacement driveway is shown as a standard "20' wide dust-pan" driveway. However, we tested in-bound / out-bound maneuvers using a standard AASHTO SU design vehicle and find that the driveway is too narrow and will cause vehicles entering and exiting the property to



partially encroach the proposed new curb and sidewalk in order to clear the travel lanes.

Palacios Engineering recommends that the design of the replacement driveway be revised to a minimum of 24' wide commercial driveway, approximately as shown on the attached drawing CTC 1 of 1, or as needed to accommodate in-bound / out-bound maneuvers by a standard AASHTO SU design vehicle.

Note: Proposed recommended driveway design to be added to design documents per e-mail communication between Palacios Engineering and Southeastern Engineering, Inc. dated 04/16/2019 (see appendix for details)



Cost to Cure Estimate

The following is a good faith estimate of the expenses to be incurred by the owner to maintain maximum utility of the remaining site and its improvements. This estimate is valid as of 04/21/2019 or as shown on the accompanying "Proposed Mitigation" drawing.

Item Description	Unit	Qty.	Unit Price	Total Cost
Demolish Exist. Asphalt Pavement	S.Y.	500.00	\$9.60	\$4,800.00
New Asphalt Pavement	S.F.	6,700.00	\$3.57	\$23,919.00
New Asphalt Pavement Overlay 1 1/2"	S.Y.	400.00	\$7.65	\$3,060.00
New Chain Link Fence 6' High, 3 Strand Barbed Wire (L.F.		350.00	\$29.50	\$10,325.00
New Chain Link Fence Gate 6' High, 30' Wide (Man., C EA.		1.00	\$7,150.00	\$7,150.00
New Lawn Grass	M.S.F.	4.50	\$75.00	\$337.50
New Parking Lot Striping (Acrylic)	L.F.	1,000.00	\$0.50	\$500.00
New Parking Lot Striping H/C Symbols	EA.	2.00	\$63.00	\$126.00
New Topsoil / Spread / Fine Grade	C.Y.	180.00	\$35.50	\$6,390.00
Relocate Exist. Conc. Wheel Stops	EA.	17.00	\$75.00	\$1,275.00
Sawcut Asphalt Pavement	L.F.	530.00	\$2.80	\$1,484.00
Waste Handling / Disposal (40 C.Y., 10 Tons)	EA.	1.00	\$850.00	\$850.00
Supervision	WKS	3.00	\$4,325.00	\$12,975.00
				\$73,191.50
Contingencies and Contractor's Fees (25%)				\$18,297.88
Engineering Fees				\$7,400.00
Site Permitting				\$1,900.00
Site Construction and Engineering Total:				\$100,789.38



Appendix

- I. Site Photographs
- II. E-Mail communication re: Design Changes
- III. Site Drawings

Existing Conditions / Proposed Mitigation Drawings (11"X17")

Existing Conditions / Proposed Mitigation Drawings (24"X36")



I. Site Photographs



VIEW NO. 1

1. Existing pavement in this area to be sawcut, partially demolished, backfilled with topsoil and grass as required, as shown on the attached drawing CTC 1 of 1.
2. Existing pavement in this area to be overlaid and re-stripped as shown on the attached drawing CTC 1 of 1.



VIEW NO. 2

3. Existing area to be paved, tied to existing and striped as needed to accommodate 11 parking spaces.





VIEW NO. 3

4. Existing pavement in this area to be sawcut, partially demolished, backfilled with topsoil and grass as required, as shown on the attached drawing CTC 1 of 1.



VIEW NO. 4

5. Existing 6' chain link fence and barbed wire to be demolished, new fence to be erected, as shown on the attached drawing CTC 1 of 1.



II. *E-Mail communication re: Design Changes*





Ricardo Palacios <palacioseng@gmail.com>

Cost to Cure Reports-City of Fairburn GA, Howell Street Extension Project

Scott Jordan <sjordan@seengineering.com>

Thu, Apr 11, 2019 at 5:57 PM

To: Michael Woodall <mwoodall@thcinc.net>, "Ricardo Palacios, P.E." <rpalacios@palacioseng.com>

Cc: Travis Williams <twilliams@seengineering.com>, Cory Pfau <cpfau@seengineering.com>

Ricardo,

Please let me, Travis or Cory know if you have any questions or need anything from us on this. We plan to take care of the right of way revisions for this project next week.

Scott H. Jordan, PE

Transportation Director

Southeastern Engineering, Inc. (SEI)

2470 Sandy Plains Road

Marietta, GA 30066

O. 770.321.3936 X 7025

F. 770.321.3935

D. 770.702.7025

M. 404.670.2040

[Quoted text hidden]



Ricardo Palacios <palacioseng@gmail.com>

Cost to Cure Reports-City of Fairburn GA, Howell Street Extension Project

Ricardo Palacios, P.E. <rpalacios@palacioseng.com>

Thu, Apr 11, 2019 at 8:51 PM

To: Scott Jordan <sjordan@seengineering.com>

Cc: Michael Woodall <mwoodall@thcinc.net>, Travis Williams <twilliams@seengineering.com>, Cory Pfau <cpfau@seengineering.com>

Scott,

Thank for reaching out, have in my to do list to contact you, but I am having one of those crazy weeks.

Essentially, what I need is to make sure that the "HVAC Condenser Unit" and "Concrete Exit Stairs" on the north side of the building will remain undisturbed, these items are located within the Temporary Easement, but outside of the limits of construction. In the "Cost to Cure" I assumed that they would remain undisturbed, but have been asked to make sure that is the case. If they are to remain undisturbed could you confirm and possibly add a "do not disturb" note to the drawings.

Additionally, the replacement driveway configuration on the new near STA 12+71.27 is not wide enough to accommodate any type of truck traffic, as they would be required to essentially drive on the sidewalk, I recommended that they be re-designed as commercial driveways, please confirm if you could accommodate this change.


I have included a PDF and DGN version of my CTC drawing for your review and if you have any questions please do not hesitate to contact me.


Sincerely,
Ricardo Palacios, P.E.
Palacios Engineering, Inc.
226 Middleton Place
Grayson, GA 30017

Tel 770-845-5345

[Quoted text hidden]

2 attachments

 **PE-2019-03-014 D1.pdf**
430K

 **PE-2019-03-014.dgn**
1393K



Ricardo Palacios <palacioseng@gmail.com>

Cost to Cure Reports-City of Fairburn GA, Howell Street Extension Project

Travis Williams <twilliams@seengineering.com>

Tue, Apr 16, 2019 at 3:19 PM

To: "Ricardo Palacios, P.E." <rpalacios@palacioseng.com>, Scott Jordan <sjordan@seengineering.com>

Cc: Michael Woodall <mwoodall@thcinc.net>, Cory Pfau <cpfau@seengineering.com>

Good Afternoon Ricardo,

We are currently addressing the needs for parcels 5 & 6 as outlined below. The "do not disturb" notes are being added to the plans for the HVAC condensers and the exit stairs as well. A commercial driveway curb cut at STA 12+71 for the parcel is being added also.

SINCERELY,

Travis Williams

Roadway Production Manager



Southeastern Engineering, Inc. (SEI)

2470 Sandy Plains Road

Marietta, GA 30066

O. 770.321.3936 X 2478

F. 770.321.3935

D. 678.932.2478

M. 404.409.4179

www.seengineering.com



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Ricardo Palacios <palacioseng@gmail.com>

Cost to Cure Reports-City of Fairburn GA, Howell Street Extension Project

Ricardo Palacios, P.E. <rpalacios@palacioseng.com>

Tue, Apr 16, 2019 at 3:31 PM

To: Travis Williams <twilliams@seengineering.com>

Cc: Scott Jordan <sjordan@seengineering.com>, Michael Woodall <mwoodall@thcinc.net>, Cory Pfau <cpfau@seengineering.com>

Travis,

Thank you for the update, much appreciated.

Sincerely,

Ricardo Palacios, P.E.
Palacios Engineering, Inc.
226 Middleton Place
Grayson, GA 30017

Tel 770-845-5345

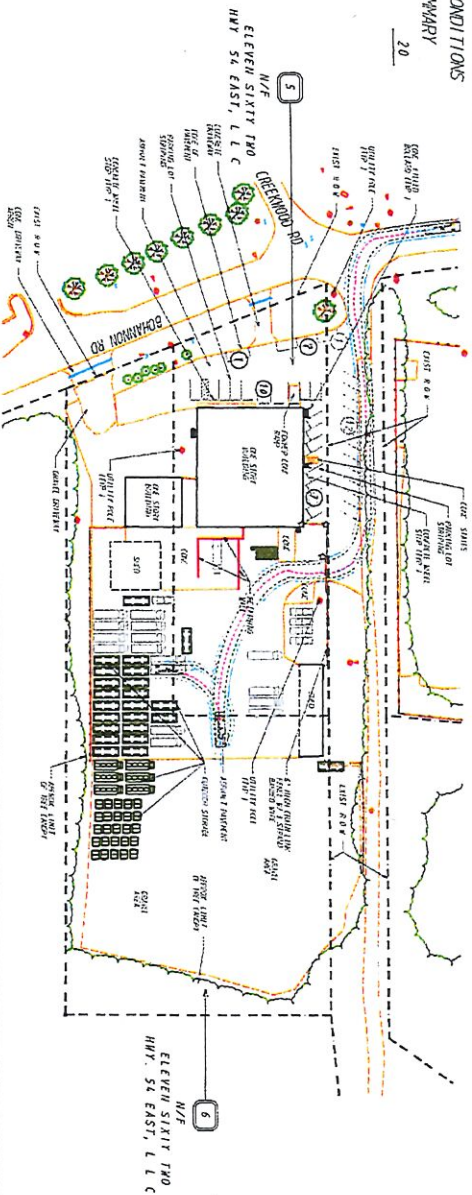
[Quoted text hidden]

III. Site Drawings



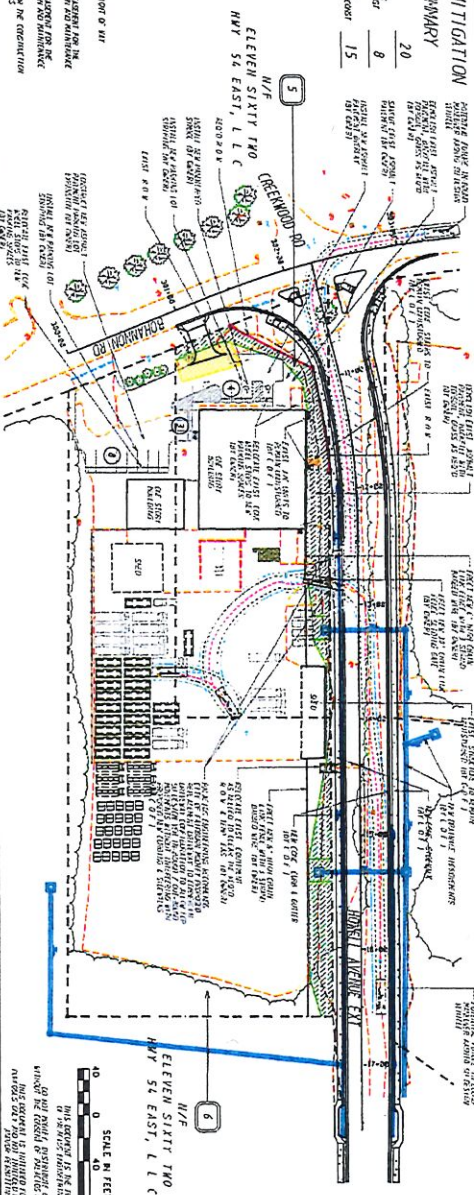
EXISTING CONDITIONS PARKING SUMMARY

20



PROPOSED MITIGATION PARKING SUMMARY

20



LEGEND

20



SCALE IN FEET
0 10 20 30
THIS DRAWING IS A REPRODUCTION OF THE ORIGINAL DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

DATE: 01-01-2019
PROJECT: 1015-17-16
SHEET: 1015-17-16-1
CITY OF FAIRBORN
DEPARTMENT OF PUBLIC WORKS
PROJECT NO. 1015-17-16
HOBBS AVENUE EXTENSION
KEY LOCATION PROJECT



PALACIOS ENGINEERING
CIVIL ENGINEERING CONSULTANTS
204 PROCLATION PLACE FAIRBORN, GEORGIA 30015
TEL: 404.398.2531 FAX: 404.398.2532

CITY OF FAIRBORN				REV	NO.	DATE	DESCRIPTION	
DEPARTMENT OF PUBLIC WORKS								
PROJECT NO. 1015-17-66								
HOPKIN AVENUE EXTENSION								
NEW LOCATION PROJECT								

COST TO CURE AND MITIGATION STUDY
FOR ELEVEN SIXTY TWO HWY 54 EAST, L & C
LAND LOT 49, LAND DISTRICT 25, GRN 1134
PARCEL NO. 5/4, FULTON COUNTY

EXISTING PARKING	29
EXISTING GRILL PARKING (AT THE FORT ROAD FRONTAGE)	15

[illegible]

EXISTING PASSING	29
EXISTING TRAIL PARKING TAKING NORTH ROAD FRONTAGE	15

[illegible]

PALACIOS ENGINEERING
CIVIL ENGINEERING CONSULTANTS
225 MIDDLETON PLACE GRAYSON, GEORGIA 30017
TEL. 678 374 2611 FAX 678 374 7591



PE-2019-03-015	CIC-1	01
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CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2020

60-T-SPLOST Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Taxes	2,400,000.00	206,171.82	0.00	1,977,440.39	0.00	422,559.61	82.39
Investment Income	0.00	1,257.75	0.00	36,203.18	0.00	(36,203.18)	0.00
Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL REVENUES	6,081,391.00	207,429.57	0.00	2,040,616.80	0.00	4,040,774.20	33.56
=====							
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	6,081,391.00	1,880.00	0.00	1,728,014.52	0.00	4,353,376.48	28.41
TOTAL EXPENDITURES	6,081,391.00	1,880.00	0.00	1,728,014.52	0.00	4,353,376.48	28.41
=====							
REVENUE OVER/ (UNDER) EXPENDITURES	0.00	205,549.57	0.00	312,602.28	0.00	(312,602.28)	0.00
=====							

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Taxes</u>							
60-0000-31-3400 T-Splst Revenue	2,400,000.00	206,171.82	0.00	1,977,440.39	0.00	422,559.61	82.39
TOTAL Taxes	2,400,000.00	206,171.82	0.00	1,977,440.39	0.00	422,559.61	82.39
<u>Investment Income</u>							
60-0000-36-1000 Interest Income	0.00	1,257.75	0.00	36,203.18	0.00	(36,203.18)	0.00
TOTAL Investment Income	0.00	1,257.75	0.00	36,203.18	0.00	(36,203.18)	0.00
<u>Miscellaneous Revenue</u>							
60-0000-38-9000 Misc Revenue	0.00	0.00	0.00	26,973.23	0.00	(26,973.23)	0.00
60-0000-38-9001 South Fulton CID	2,200,000.00	0.00	0.00	0.00	0.00	2,200,000.00	0.00
TOTAL Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
<u>Other Financing Sources</u>							
60-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-0000-39-9900 Budget Carryforward	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
** TOTAL REVENUES **	6,081,391.00	207,429.57	0.00	2,040,616.80	0.00	4,040,774.20	33.56

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2020

60-T-SPLOST Fund
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
60-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-0000-52-1110 Admin-Program Mgt	379,930.00	1,680.00	0.00	1,680.00	0.00	378,250.00	0.44
60-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
60-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	379,930.00	1,680.00	0.00	1,680.00	0.00	378,250.00	0.44
<u>Capital Outlay</u>							
60-0000-54-1400 Infrastruct-Ped & Str	1,062,881.00	0.00	0.00	116,662.28	0.00	946,218.72	10.98
60-0000-54-1410 Infrastruct-Roadway	4,638,580.00	200.00	0.00	1,609,672.24	0.00	3,028,907.76	34.70
TOTAL Capital Outlay	5,701,461.00	200.00	0.00	1,726,334.52	0.00	3,975,126.48	30.28
<hr/>							
TOTAL Non-Departmental	6,081,391.00	1,880.00	0.00	1,728,014.52	0.00	4,353,376.48	28.41
<hr/>							
TOTAL EXPENDITURES	6,081,391.00	1,880.00	0.00	1,728,014.52	0.00	4,353,376.48	28.41
<hr/>							

*** END OF REPORT ***