



City of Fairburn
56 Malone Street
Fairburn, GA 30213
January 13, 2020 @ 6:00 p.m.

WORKSHOP AGENDA

- | | | |
|-------|---|---|
| I. | Meeting Called to Order | The Honorable Elizabeth Carr-Hurst, Mayor |
| II. | Roll Call | Arika Birdsong-Miller, City Clerk |
| III. | Presentations | None |
| IV. | Discussions | Councilmembers |
| | <ul style="list-style-type: none">• Employee of the Month Proposal• 2020 Workshop and Council Meeting Schedule• Mayor and Council Retreat | |
| V. | Review of Agenda Items for Council Session | Councilmembers |
| VIII. | Adjournment | Councilmembers |



CITY OF FAIRBURN EMPLOYEE OF THE MONTH GUIDELINES

PROCEDURES:

I. Eligibility

- A. All full-time employees who have passed their probationary period. The department's Supervisors, and Department Heads are not eligible for selection and recognition as Employee of the Month.
- B. An employee is eligible for one monthly award in any calendar year.

II. Criteria

An individual employee who has made the greatest overall contribution to their respective office in any one or more of the following areas shall be eligible for the Employee of the Month Award:

- A. Any series of events which demonstrates personal initiative by the employee to better serve the department and the City of Fairburn.
- B. Provided suggestions or ideas which have increased the efficiency of service or created a cost saving for their respective office and/or the department.
- C. Any single contribution of an outstanding nature to his/her office, the City of Fairburn, or the department.
- D. Outstanding distinctive achievements in the areas of individual improvement through education and/or on-the-job training.
- E. The employee's performance evaluation must reflect a "met" or "exceeds". The employee will not be eligible if his or her performance evaluation reflects poor performance indicators in job history spanning back one (1) year. Employee must not have had disciplinary action by HR within the last 1 year.
- F. Provide innovative safety ideas to improve and promote safety.
- G. Employee must be in good standing with maintaining time and attendance policy.

III. Nominations

- A. The Department Head will submit one person (via Employee of the Month Nominee Submittal Forms) within their office that best fit the above criteria. The Department Head can consult with supervisors within their respective areas to identify eligible candidates.
- B. No more than one nominee for each office shall be allowed per month.
- C. Employee of the Month Nominee Submittal Forms must be received by the members of the HR staff for consideration for the award.
- D. Forms submitted without all of the required information will be returned to the Department Head indicating further action required to complete the form.
- E. The Employee of the Month will be selected from those nominated for that month. All nominees not selected will remain in the process for three (3) consecutive months. Nominees not selected after three (3) consecutive months will be removed from the selection process. These nominees will be eligible for another nomination following completion of a new Employee of the Month Nominee Submittal Form.

IV. Selection Committee

The Human Resources Department

V. Notification

- A. The employee selected as Employee of the Month will be notified by letter from the Human Resources Director or the Department Head of the department.
- B. The Human Resources Director will notify the employee's Department Head of the selection.

VI. Recognition and Awards

- A. The employee's picture will be placed in front of each office of the department for a month.
- B. The employee will receive a \$100 check.
- C. The Employee of the Month Nominee Submittal Form will be placed in the personnel file of the selected employee.



City Council 2020 Meeting Schedule

The Mayor and Council meet the 2nd and 4th Monday of every month in the Council Chambers at **56 Malone Street SW, Fairburn, Georgia 30213**. The Workshops begin at 6:00 PM and the Council Meetings begin at 7:00 PM. Meeting dates and times are subject to change. Please visit the City of Fairburn's website for up to date information at www.fairburn.com.

Date of Meeting	Meeting Status
January 13, 2020	As scheduled
January 27, 2020	As scheduled
February 10, 2020	As scheduled
February 24, 2020	As scheduled
March 9, 2020	Cancelled- National League of Cities
March 23, 2020	State of the City Address
April 13, 2020	As scheduled
April 27, 2020	As scheduled
May 11, 2020	As scheduled
May 25, 2020	Cancelled- Memorial Day
June 8, 2020	As scheduled
June 22, 2020	Cancelled- GMA Conference
July 13, 2020	As scheduled
July 27, 2020	As scheduled
August 10, 2020	As scheduled
August 24, 2020	As scheduled
September 14, 2020	As scheduled
September 28, 2020	As scheduled
October 12, 2020	As scheduled
October 26, 2020	As scheduled
November 9, 2020	As scheduled
November 23, 2020	Cancelled- Thanksgiving Holiday
December 14, 2020	As scheduled
December 28, 2020	Cancelled- Christmas Holiday

FEBRUARY 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

MARCH 2020

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 2020

SUN	MON	TUE	WED	THU	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 2020

Sun	Mon	Tue	Wed	Thur	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2020 JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



City Hall
56 Malone Street
Fairburn, GA 30213
January 13, 2020 at 7:00 p.m.

Regular Agenda

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

The Honorable Linda J. Davis
The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood

The Honorable Alex Heath
The Honorable Hattie Portis-Jones
The Honorable James Whitmore

Mr. Dennis Stroud
Mr. Randy Turner

City Administrator
City Attorney

- | | | |
|-------|---|--|
| I. | Meeting Called to Order: | The Honorable Mayor Carr-Hurst |
| II. | Roll Call: | Arika Birdsong-Miller
City Clerk |
| III. | Invocation: | Bishop Aaron B. Lackey, Sr.
Temple of Prayer UCOGIC |
| IV. | Pledge of Allegiance: | In Unison |
| V. | Swearing-In of Councilwoman Linda J Davis | |
| VI. | Swearing-In of Councilman James Whitmore | |
| VII. | Swearing-In of Councilman Pat Pallend | |
| VIII. | Presentation: | None |
| IX. | Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the City Administrator for review. Responses will be provided at a later date. | |

- X. Adoption of the City Council Agenda: Councilmembers
- XI. Adoption of Consent Agenda Items: Councilmembers
- XII. Adoption of City Council Minutes: Councilmembers
(December 9, 2019 Regular Meeting Minutes)
- XIII. Public Hearing: None
- XIV. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Appointment of Mayor Pro Tem for 2020

Appointment of City Attorney for 2020

Appointment of the City Clerk for 2020

Appointment of Police Chief for 2020

Appointment of Fire Chief for 2020

Legal Organ of the City of Fairburn for 2020

2. Fire Department

Chief Cornelius Robinson

For Mayor and Council to approve the sole source purchase of 11 sets of GLOBE manufactured bunker gear from Bennett Fire Products in the amount of \$28,457 from the budget line item 100-3500-53-1710 Uniform/Clothing.

3. Finance Department

Ms. Angela Jackson

For Mayor and Council to approve the budget amendment to cover operating and capital expenditures.

4. Community Development

Mr. Lester Thompson

For Mayor and Council to approve Task Order #3 with Pond & Company for Professional Engineering & Landscape Architectural Services.

5. City Attorney

Mr. Randy Turner

For Mayor and Council to approve the appointment of Attorney Brenton Bean (Freeman, Mathis, & Gary, LLP) as outside counsel for employment and personnel administration matters.

6. City Attorney

Mr. Randy Turner

For Mayor and Council to approve comprehensive revisions to the City's Code of Ethics.

XV. Council Comments

Councilmembers

XVI. Executive Session

Attorney Randy Turner

XVII. 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
FULTON COUNTY, GEORGIA

OATH OF OFFICE

"I do solemnly swear or affirm that I will faithfully and truly perform the duties of councilmember of this City, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Fairburn, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD."

Linda J. Davis, Councilmember

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 13th day
of January, 2020.

Randy Turner, City Attorney
City of Fairburn, Georgia

CITY OF FAIRBURN
FULTON COUNTY, GEORGIA

OATH OF OFFICE

"I do solemnly swear or affirm that I will faithfully and truly perform the duties of councilmember of this City, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Fairburn, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD."

James Whitmore, Councilmember

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 13th day
of January, 2020.

Randy Turner, City Attorney
City of Fairburn, Georgia

CITY OF FAIRBURN
FULTON COUNTY, GEORGIA

OATH OF OFFICE

"I do solemnly swear or affirm that I will faithfully and truly perform the duties of councilmember of this City, that I will support and defend the United States Constitution, the Constitution of the State of Georgia, and the Charter of the City of Fairburn, to the best of my skill and ability and as to me shall seem to the best interest and welfare of the City without fear, favor, or affection.

I do further swear or affirm that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

SO HELP ME GOD."

Pat Pallend, Councilmember

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 13th day
of January, 2020.

Randy Turner, City Attorney
City of Fairburn, Georgia



City of Fairburn
Mayor and Council Meeting Minutes
December 9, 2019
7:00 p.m. @ City Hall

- I. The meeting was called to order at 7:00 p.m. 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 Linda J. Davis	The Honorable Alex Heath
The Honorable Pat Pallend	The Honorable Hattie Portis-Jones
The Honorable Ulysses J. Smallwood	The Honorable James Whitmore

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

- III. The invocation was led by Apostle Danita Jones of In His Great Name Ministries.
- IV. The Pledge of Allegiance was recited in unison.
- V. Presentation: There was no presentation.
- VI. Public Comments:
 1. Mr. Horace Cooper, 880 Buckingham Cove, detailed that he is most excited about the future fire station, the park and pool at Duncan Park, and all the hard work that Mayor and Council are doing to move the City of Fairburn forward. Mr. Cooper stated how much he brags about Fairburn whenever he is in other municipalities. Mr. Cooper also stated that he takes pride in his community and is pleased to call the City of Fairburn home.
- VII. Adoption of the Council Agenda. Motion to approve the Council Agenda was made by Councilman Heath and the second was provided by Mayor Pro Tem Davis.

Vote: 6-0: Motion Carried.
- VIII. Adoption of Consent Agenda Items: Agenda Items #3 and #5 were moved to the Consent Agenda. Motion to approve the Consent Agenda items was made by Councilman Whitmore and the second was provided by Councilman Smallwood.

Vote (6-0) Motion Carried.

The Consent Agenda Items were:

1. **Fire Department** **Chief Cornelius Robinson**
For Mayor and Council to approve the sole source purchase of 2 Stryker LIFEPAK 15 monitor/defibrillators included in the Fire Department's FY 19-20 budget.
2. **Finance Department** **Ms. Angela Jackson**
For Mayor and Council to approve the budget amendment in the amount of \$6,875 for the Police Department's "Shop with a Cop" program.

IX. Adoption of City Council Meeting Minutes from November 25, 2019 was presented and approved. Motion to approve the Council Meeting Minutes was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Davis. Vote: 6-0: Motion Carried.

X. Public Hearing: There was no public hearing.

XI. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Appointment and Swearing in of Mr. Dennis Stroud as City Administrator for the City of Fairburn. Mayor and Council welcomed Mr. Stroud to the City of Fairburn and congratulated him on his appointment as City Administrator. Councilman Whitmore thanked Mayor Carr-Hurst for all her hard work as acting City Administrator during the time that the position was vacant. Motion to appoint Dennis Stroud as the City Administrator was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

2. City Clerk

Mrs. Arika Birdsong-Miller

For Mayor and Council to approve cancellation of the Workshop and Council Meeting scheduled on December 23, 2019. Motion to approve cancellation was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

3. Human Resources

Mrs. Linda Johnson

For Mayor and Council Motion to adopt the Georgia Municipal Employees Benefit System (GMEBS); Restated Master Defined Benefit Retirement Plan. GMEBS restated plan maintains a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them. Motion to adopt Georgia Municipal Employees Benefit System (GMEBS); Restated Master Defined Benefit Retirement Plan made by Mayor Pro Tem Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

XII. Council Comments:

Councilwoman Portis-Jones welcomed Dennis Stroud to the City of Fairburn and wished everyone happy holidays.

Councilman Pallend believes the City of Fairburn is moving in the right direction.

Councilman Smallwood welcomed Dennis Stroud to the City of Fairburn and wished everyone a happy holiday.

Mayor Pro Tem Davis congratulated Dennis Stroud on his appointment as City Administrator. She stated that she is looking forward to 2020 and wished everyone a happy holiday.

Councilman Heath wished everyone a Merry Christmas. He stated that he grew up in Fairburn and is happy to see all the wonderful things that are happening throughout the City of Fairburn.

Councilman Whitmore pledge that next year he will move forward with the vision of a Community Center at Duncan Park and hopes to have it on the ballot in November for a special referendum. Councilman Whitmore stated that he impressed with the interactions he has experienced with Dennis Stroud. Councilman Whitmore thanked Mayor Carr-Hurst for her hard work while filling in as the City Administrator.

Mayor Carr-Hurst congratulated the new City Administrator, Dennis Stroud. Mayor Carr-Hurst informed everyone that the State of the City will be in February or March of 2020 and wished everyone a Merry Christmas.

XIII. Executive Session: No executive session.

XIV. Adjournment: At 7:30 p.m., with no further business of the City of Fairburn, the Motion to adjourn was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Davis.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF MAYOR PRO TEM FOR 2020

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

Submitted: 01-02-2020 Workshop: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Office of the Mayor

BUDGET IMPACT: N/A


PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor Elizabeth Carr-Hurst to appoint a member of Council to Mayor Pro Tem for 2020.

HISTORY: Per Article II, Section 9 of the Fairburn City Charter, at the first regular meeting in each year, the Mayor shall appoint a member of City Council as Mayor Pro Tem.

FACTS AND ISSUES: The Mayor Pro Tem duties shall be to preside over the meetings of the City Council and perform all duties as Mayor in the absence or disqualification of the Mayor.

RECOMMENDED ACTION: For Mayor Elizabeth Carr-Hurst to appoint Ulysses J. Smallwood as Mayor Pro Tem for 2020.


Elizabeth Carr-Hurst, Mayor



APPOINTMENT OF MAYOR PRO TEM

Per Article II, Section 9 of the Fairburn City Charter, at the first regular meeting in each year, the Mayor shall appoint a member of City Council as Mayor Pro Tem. The Mayor Pro Tem duties shall be to preside over the meetings of the City Council and perform all duties as Mayor in the absence or disqualification of the Mayor. On January 13, 2020, Councilman Ulysses J. Smallwood is appointed Mayor Pro Tem for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF CITY ATTORNEY FOR 2020

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

Submitted: 01-02-2020 Workshop: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Mayor and Council

BUDGET IMPACT: 100-1320-52-1205 (Legal)

PUBLIC HEARING? () Yes (X) No

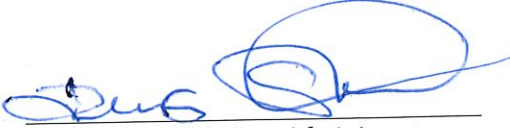
PURPOSE: For Mayor and Council to appoint Randy Turner (Turner Ross Germain, LLC) as the City Attorney for the City of Fairburn.

HISTORY: Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to appoint a City Attorney in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn.

FACTS AND ISSUES: The Mayor and Council make annual appointments of the City Attorney pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

RECOMMENDED ACTION: For Mayor and Council to appoint Randy Turner (Turner Ross Germain, LLC) as City Attorney for the City of Fairburn for 2020.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



APPOINTMENT OF CITY ATTORNEY

Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to appoint a City Attorney in the opinion of the said Mayor and Council for the management and operation of business of the City of Fairburn. On January 13, 2020, Randy Turner (Turner Ross Germain, LLC) is appointed City Attorney for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF CITY CLERK FOR 2020

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

Submitted: 01-02-2020 Workshop: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Mayor and Council

BUDGET IMPACT: 100-1310-51-1100

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to appoint Arika Birdsong-Miller as the City Clerk for the City of Fairburn.

HISTORY: Per Article IV, Section 28 of the Fairburn City Charter, the Mayor and Council shall elect a person as City Clerk whose duties shall be to keep an accurate record of minutes of all meetings and shall perform all duties prescribed for him/her by the Mayor and Council of the City.

FACTS AND ISSUES: The Mayor and Council make annual appointments of the City Clerk pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

RECOMMENDED ACTION: For Mayor and Council to appoint Arika Birdsong-Miller as City Clerk for the City of Fairburn.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



APPOINTMENT OF CITY CLERK

Per Article IV, Section 28 of the Fairburn City Charter, the Mayor and Council shall elect a person as City Clerk whose duties shall be to keep an accurate record of minutes of all meetings and shall perform all duties prescribed for him/her by the Mayor and Council of the City. The Mayor and Council make annual appointments of the City Clerk pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 13, 2020, Arika Birdsong-Miller is appointed City Clerk for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF POLICE CHIEF

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: 01-02-2020

Workshop: 01-13-2020

Council Meeting: 01-13-2020

DEPARTMENT: Mayor and Council

BUDGET IMPACT: 100-3200-51-1100 (Police Salaries & Wages)

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to appoint Stoney Mathis as the Police Chief for the City of Fairburn.

HISTORY: Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the rights and power to elect officers or employees in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn.

FACTS AND ISSUES: The Mayor and Council make annual appointments of the Police Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

RECOMMENDED ACTION: For Mayor and Council to appoint Stoney Mathis as Police Chief for the City of Fairburn for 2020.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



APPOINTMENT OF POLICE CHIEF

Per Article IV, Section 30 of the Fairburn City Charter, the Mayor and Council have the right and power to elect officers and employers in the opinion of the said Mayor and Council for the management and operation of the business of the City of Fairburn. The Mayor and Council make annual appointments of the Police Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 13, 2020, Stoney Mathis is appointed Police Chief for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT OF FIRE CHIEF

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

Submitted: 01-02-2020 Workshop: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Mayor and Council

BUDGET IMPACT: 100-3200-51-1100 (Police Salaries & Wages)

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: For Mayor and Council to appoint Cornelius Robinson as the Fire Chief for the City of Fairburn.

HISTORY: Per Article IV, Section 32 of the Fairburn City Charter, the Mayor and Council shall have the right to elect a Chief of the Fire Department.

FACTS AND ISSUES: The Mayor and Council make annual appointments of the Fire Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year.

RECOMMENDED ACTION: For Mayor and Council to appoint Cornelius Robinson as Fire Chief for the City of Fairburn for 2020.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



APPOINTMENT OF FIRE CHIEF

Per Article IV, Section 32 of the Fairburn City Charter, the Mayor and Council shall have the right to elect a Chief of the Fire Department. The Mayor and Council make annual appointments of the Fire Chief pursuant to the City's Charter at the first regular meeting of the Mayor and Council each year. On January 13, 2020, Cornelius Robinson is appointed Fire Chief for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: LEGAL ORGAN FOR THE CITY OF FAIRBURN FOR 2020

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

Submitted: 01-02-2020 Workshop: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Office of the City Clerk

BUDGET IMPACT: 100-1310-52-3300


PUBLIC HEARING? ☐ Yes ☒ No


PURPOSE: For Mayor and Council to consider and appoint the South Fulton Neighbor Newspaper as the legal organ of the City.

HISTORY: An official legal organ for the City of Fairburn is appointed every year.

FACTS AND ISSUES: In January of each year, Mayor and Council will confirm the official legal organ of the City.

RECOMMENDED ACTION: For Mayor Elizabeth Carr-Hurst the South Fulton Neighbor Newspaper as the official legal organ for the City for 2020.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



APPOINTMENT OF LEGAL ORGAN

An official legal organ for the City of Fairburn is appointed every year. In January of each year, Mayor and Council will confirm the official legal organ of the City. On January 13, 2020, the South Fulton Neighbor Newspaper is appointed the Legal Organ for the City of Fairburn for 2020.

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: PURCHASE OF 11 SETS OF BUNKER GEAR FROM BENNETT FIRE PRODUCTS

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

Submitted: 01-06-2020 Work Session: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Fire

BUDGET IMPACT: \$28,457.00 from budget line item 100-3500-53-1710 Uniforms/Clothing.

PUBLIC HEARING? () Yes (X) No


PURPOSE: Approve the sole source purchase of 11 sets of GLOBE manufactured Bunker Gear from Bennett Fire Products, the only authorized dealer of GLOBE gear for this region. This purchase is included in the Fire Department's FY 19-20 budget.

HISTORY: Bunker Gear, also known as Personal Protective Equipment (PPE), is critical equipment in the line of duty. Since the Fire Department's inception, GLOBE has always been the preferred manufacturer.

FACTS AND ISSUES: Bunker gear has a shelf life of 10 years. The National Fire Protection Agency (NFPA) statutes 1851 and 1971 recommend that each firefighter has a main set of gear as well as a back-up set. The purchase of this gear will allow for their current gear, prior to its expiration, to serve as a back-up set in the event of an exposure incident (i.e. blood, bodily secretions and/or flammable liquids).

RECOMMENDED ACTION: It is recommended that Mayor and Council approve the purchase of the 11 sets of GLOBE Bunker Gear for the Fairburn Fire Department.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

January 3, 2020

Captain Jason Raper
Fairburn Fire Department
149 SW Broad Street
Fairburn, GA 30213

Prices valid until June 30th, 2020

Globe GXcel Jacket, Globe GPS Trousers and Suspenders per Fairburn, GA
Specification's with : *Kombat Flex Black Outer Shell, Caldura Elite SL2 Thermal Liner,*
Crosstech Black Moisture Barrier
11 @ \$2,587.00 = \$28,457.00

Total = \$28,457.00

Delivery: Globe Custom Gear 90-105 days after receipt of order
F.O.B. Fairburn, GA *All prices include shipping charges.*
Terms: Net 30 Days

Thanks for giving us the opportunity to serve you!

Erik Alford, 678-778-1121, ealford.bennettfire@yahoo.com

Home / Turnout Gear / Jackets / G-XTREME® 3.0 Jacket

G-XTREME® 3.0 Jacket

[PHOTOS](#)

[VIDEOS](#)

[360 VIEW](#)



Completely retailored to provide even less restriction, the updated G-XTREME® 3.0 is the latest evolution of our original breakthrough design. With all the features that made the original America's most popular gear including Globe's exclusive AXTION® Back and Sleeve, you'll instantly feel how these improvements let you make all the right moves. And like the original, G-XTREME® 3.0 comes in SHAPES to fit your body better.

[FIND A DISTRIBUTOR](#)

Certified to NFPA 1971
(Structural Fire Fighting)
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We've revolutionized turnout pants again with our new Globe Pant System – because fit has never mattered more. Your choice of fits make these pants fit like a pair of jeans: Slim, Regular, Relaxed, and Women's. Pants that fit you like a pair of jeans enhance your performance and comfort while ensuring your protection and safety. With the advanced design you expect from Globe, you'll have a leg up on the job.



December 20, 2019

To Whom It May Concern:

This letter is to confirm that Bennett Fire Protection Co. is the only authorized Globe distributor for the Georgia counties of Baldwin, Banks, Barlow, Barrow, Butts, Catoosa, Carroll, Chattooga, Cherokee, Clayton, Clarke, Cobb, Columbia, Coweta, Dade, Dawson, DeKalb, Douglas, Elbert, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart, Heard, Henry, Jackson, Jasper, Jones, Lamar, Lincoln, Lumpkin, McDuffie, Madison, Monroe, Morgan, Meriwether, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Putnam, Rabun, Rockdale, Spalding, Taliaferro, Towns, Troup, Union, Upson, Walker, Walton, Warren, White, Whitefield, and Wilkes.

GLOBE MANUFACTURING COMPANY is a 133-year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We manufacture Globe Firefighter Suits, and Globe Foot Wear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

Bennett and Globe Manufacturing Company, LLC have been strong partners. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,
GLOBE MANUFACTURING COMPANY, LLC

Mark Dolim
Customer Support Services Manager

MD



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: BUDGET AMENDMENTS FOR PRIOR YEAR

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

Submitted: 01-03-2020 Work Session: 01-03-2020 Council Meeting: 01-03-2020

DEPARTMENT: Finance

BUDGET IMPACT: Overall impact \$0

PUBLIC HEARING? () Yes (X) No

PURPOSE: To transfer funds between accounts for the prior year to cover operating and capital expenditures.

HISTORY: N/A

FACTS AND ISSUES: N/A

RECOMMENDED ACTION: The Finance Staff recommends that the Mayor and City Council approve the budget amendment and authorize the City Clerk to sign the budget amendment.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator

**CITY OF FAIRBURN
INTER - OFFICE MEMO**

DATE: January 13, 2020
TO: Mayor and City Council
FROM: Angela Jackson, Finance Director
SUBJECT: Request for Budget Amendment -

I do hereby request and submit the following budget amendment to be approved for FYE 9-30-19:

INCREASE EXPENSE:		
Transfer from General Fund	100-9000-61-2250	\$ 43,545
Salaries&Wages	100-2650-51-1100	371
Overtime	100-2650-51-1300	465
Group Insurance	100-2650-51-2100	13,137
FICA&Medicare	100-2650-51-2200	1,075
Retirement	100-2650-51-2400	1,128
Workers Comp	100-2650-51-2700	3,459
State Funds and Court Costs	100-2650-52-3960	8,580
Overtime	100-3200-51-1300	2,860
Group Insurance	100-3200-51-2100	55,933
FICA&Medicare	100-3200-51-2200	21,254
Retirement	100-3200-51-2400	23,598
Other Employee Ben In	100-3200-51-2920	16,600
Misc Supplies	100-3200-53-1700	134 *
Advertising-State	220-0000-52-3300	91
Small Equip-State Funds	220-0000-53-1600	750
Other Costs/Bank Fees State	220-0000-57-3000	10
Small Equip-State	220-0000-54-1601	31,000
Park'n Ride Project SR-74	350-4100-54-1406	277,366
Interchange Design	250-4100-54-1410	9,756
LCI Implementation Grant	250-4203-54-1403	97,140
		<u>\$ 608,250</u>
DECREASE EXPENSE:		
Temporary Employees	100-6100-51-1200	\$ (35,000)
Other Contract Services	100-1535-52-3900	(5,000)
Software	100-1535-54-2400	(3,544)
Salaries&Wages	100-4200-51-1100	(28,622)
Water	100-3500-53-1210	(5,000)
Electricity	100-3500-53-1230	(9,000)
R&M Building	100-3500-52-2200	(39,000)
R&M Equipment	100-3500-52-2205	(35,000)
Telephone	100-3500-52-3200	(15,000)
Salary&Wages	100-3500-51-1100	(26,538)
Legal Fund	100-1320-52-1205	(31,851)
TE Proj Hwy 29/138 Design	350-4100-54-1300	(50,891)
Professional Services	100-1110-52-1200	(30,000)
Professional Services	100-1320-52.1200	(50,000)
Capital Lease Principal	100-1320-58-1202	(50,000)
Salary&Wages	100-3500-51-1100	(50,000)
Professional Services	100-4100-52-1200	(10,000)
Streets and Sidewalks Maintenance	100-4200-52-2250	(10,434)
Sidewalk/Street/Rep/Const	100-4200-53-1715	(10,000)
Small Equip	100-4900-53-1600	(6,475)
Professional Services	100-1320-52-1200	(9,756)
Park'n Ride Project SR-74	100-4200-54-1406	(97,140)
		<u>\$ (608,250)</u>

Reason: To transfer funds from various General Fund expense line items to cover operating and capital expenditures .

According to the Statement of Policy, the above listed amendment has been approved.

Date

Arika Birdsong-Miller, City Clerk

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

PAGE: 1

General Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR FO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
12,277,945.00	278,808.30	0.00	14,487,943.68	0.00	(2,209,998.68)	118.00	
799,569.00	47,063.86	0.00	1,072,131.92	0.00	(272,562.92)	134.09	
0.00	0.00	0.00	50,000.00	0.00	(50,000.00)	0.00	
175,534.00	8,202.20	0.00	352,697.14	0.00	(177,163.14)	200.93	
535,000.00	96,883.34	0.00	883,489.37	0.00	(348,489.37)	165.14	
25,000.00	27,813.07	0.00	321,464.20	0.00	(296,464.20)	1,285.86	
26,413.14	2,610.00	0.00	21,740.00	0.00	(4,673.14)	82.31	
256,604.00	(566,484.48)	0.00	265,675.37	0.00	(9,071.37)	103.54	
2,881,992.00	1,505,484.05	0.00	1,505,484.05	0.00	1,376,507.95	52.24	
16,978,057.14	1,400,380.34	0.00	18,960,625.73	0.00	(1,982,568.59)	111.68	
EXPENDITURE SUMMARY							
Departmental	0.00	0.00	0.00	0.00	0.00	0.00	
Director/Council	340,107.00	22,574.14	20.00	209,796.56	198.00	130,132.44	61.74
Director/Clerk	214,360.00	28,639.09	0.00	193,319.71	480.48	20,559.81	90.41
Director/Administrator	1,904,322.00	148,192.81	3,066.58	1,512,485.25	1,322.22	393,581.11	79.33
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Finance	503,275.00	77,759.31	0.00	490,256.74	2,280.00	10,738.26	97.87
Information Technology	292,500.00	17,081.31	0.00	266,815.55	0.00	25,684.45	91.22
Human Resources	396,914.00	42,396.58	0.00	308,223.90	247.39	88,442.71	77.72
Property Management	914,240.20	43,437.97	0.00	554,068.42	0.00	360,171.78	60.60
Public Services	518,694.00	73,022.63	0.00	533,779.41	12,394.73	(27,480.14)	105.30
Police Department	3,825,675.86	534,577.90	103.99	3,910,707.03	1,250.05	(86,177.23)	102.25
Public Works Admin	3,548,179.00	425,283.54	590.99	3,108,429.55	0.00	440,340.44	87.59
Public Works Assets	298,526.00	49,503.99	0.00	265,206.36	0.00	33,319.64	88.84
Public Works Assets	1,564,120.00	392,207.12	0.00	1,379,880.39	0.00	184,239.61	88.22
Public Works Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance and Shop	170,182.00	19,725.88	0.00	125,814.62	0.00	44,367.38	73.93
Recreation Programs	610,917.84	64,241.59	9,815.00	500,557.69	694.13	119,481.02	80.44
San Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Protection & Enforcement	425,532.00	64,510.92	0.00	392,087.90	0.00	33,444.10	92.14
Training & Zoning	290,330.00	46,203.11	0.00	259,464.14	0.00	30,865.86	89.37
Economic Development	148,524.00	0.00	55,125.00	60,560.76	0.00	143,088.24	3.66
Community Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Departmental	488,000.00	531,544.26	0.00	531,544.26	0.00	(43,544.26)	108.92
EXPENDITURES							
16,454,398.90	2,580,902.15	68,721.56	14,602,998.24	18,867.00	1,901,255.22	88.45	
REVENUE OVER/(UNDER) EXPENDITURES							
523,658.24	(1,180,521.81)	68,721.56	4,357,627.49	(18,867.00)	(3,883,823.81)	841.67	

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF SEPTEMBER 30TH, 2019

0-General Fund
n-departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted							
0-9000-52-2210 Building Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-52-4000 Building Demolition &	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies							
0-9000-53-1700 Miscellaneous Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund/Department							
0-9000-55-2200 Claims & Judgements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Interfund/Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Financing Uses							
0-9000-61-1035 Transfers To Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2150 Transfer to E911	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2151 Transfer to E911	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2250 Transfer to Grants Fu	0.00	43,544.26	0.00	43,544.26	0.00 (	43,544.26)	0.00
0-9000-61-2351 Transfer to GO Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2352 Transfer to Technology	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2360 Transfer to TSP/OST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2350 Transfer to Electric	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0-9000-61-2580 Transfer to Education	488,000.00	488,000.00	0.00	488,000.00	0.00	0.00	100.00
0-9000-61-2760 Transfer to Cemetery	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Other Financing Uses	488,000.00	531,544.26	0.00	531,544.26	0.00 (	43,544.26)	108.92
TOTAL Non-departmental	488,000.00	531,544.26	0.00	531,544.26	0.00 (	43,544.26)	108.92
TOTAL EXPENDITURES	16,454,398.90	2,580,902.15	68,721.56	14,602,998.24	18,867.00	1,901,255.22	88.45

* END OF REPORT ***

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 201910-General Fund
Court Services

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Personal Services							
10-2650-51-1100 Salaries & Wages	97,372.44	7,282.13	0.00	97,743.35	0.00	370.91	100.38
10-2650-51-1300 Overtime	1,000.00	142.36	0.00	1,464.31	0.00	454.31	146.43
10-2650-51-2100 Group Insurance	13,428.00	3,518.65	0.00	26,565.33	0.00	13,137.33	197.84
10-2650-51-2200 F.I.C.A. & Medicare T	5,862.00	483.23	0.00	6,936.35	0.00	1,074.35	118.33
10-2650-51-2400 Retirement	5,500.00	5,214.62	0.00	6,627.05	0.00	1,127.05	120.49
10-2650-51-2600 Unemployment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-51-2700 Workers Comp	294.00	3,752.52	0.00	3,752.52	0.00	3,458.52	1,276.37
10-2650-51-2905 Incentive Pay	1,299.00	0.00	0.00	1,299.40	0.00	0.40	100.03
10-2650-51-2910 Other Employee Benefi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-51-2920 Other Employee Ben-In	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Personal Services	124,755.44	20,393.51	0.00	144,388.31	0.00	19,632.87	115.74
Purchased-Contracted							
10-2650-52-1200 Professional	135,816.80	24,131.39	0.00	135,516.80	300.00	0.00	100.00
10-2650-52-1230 Electrical City	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-1300 Technical Services	10,115.16	0.00	0.00	10,115.16	0.00	0.00	100.00
10-2650-52-1720 Uniforms	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-2130 Janitorial	299.90	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-2320 Equipment Rental	2,000.00	0.00	0.00	1,788.83	158.19	299.90	97.35
10-2650-52-3200 Telephone	200.00	0.00	0.00	0.00	0.00	200.00	0.00
10-2650-52-3300 Advertising	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-3450 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-3500 Travel	560.00	0.00	0.00	464.86	0.00	95.14	83.01
10-2650-52-3600 Dues & Subscriptions	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-3700 Education & Training	800.00	0.00	0.00	775.00	0.00	25.00	96.88
10-2650-52-3900 Contract Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-3905 Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-52-3960 State Funds/Court Cos	241,384.84	28,179.73	0.00	238,028.11	11,936.54	8,579.81	103.55
TOTAL Purchased-Contracted	391,176.70	52,311.12	0.00	386,688.76	12,394.73	7,906.79	102.02
Supplies							
10-2650-53-1100 Office Supplies	1,431.86	318.00	0.00	1,431.86	0.00	0.00	100.00
10-2650-53-1210 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-53-1230 Electric	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-53-1400 Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-53-1600 Small Equipment 500-5	980.00	0.00	0.00	969.15	0.00	10.85	98.89
10-2650-53-1700 Misc Supplies <500	350.00	0.00	0.00	301.33	0.00	48.67	86.09
TOTAL Supplies	2,761.86	318.00	0.00	2,702.34	0.00	59.52	97.84
Capital Outlay							
10-2650-54-2300 Furniture & Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-54-2400 Computers & Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10-2650-54-2500 Other Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Court Services	518,694.00	73,022.63	0.00	533,779.41	12,394.73	27,480.14	105.30

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

PAGE: 20

General Fund
ce

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
onal Services							
3200-51-1100 Salaries & Wages	2,204,238.07	185,753.35	0.00	2,204,238.07	0.00	0.00	100.00
3200-51-1300 Overtime	120,460.49	5,415.26	0.00	123,319.67	0.00	(2,859.18)	102.37
3200-51-2100 Group Insurance	396,499.38	74,778.17	0.00	452,431.47	0.00	(55,932.09)	114.11
3200-51-2200 F.I.C.A. & Medicare T	145,000.00	12,405.56	0.00	166,253.53	0.00	(21,253.53)	114.66
3200-51-2400 Retirement	125,000.00	117,226.15	0.00	148,597.78	0.00	(23,597.78)	118.88
3200-51-2500 Tuition Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-51-2600 Unemployment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-51-2700 Workers Comp	115,000.00	84,357.67	0.00	84,357.67	0.00	30,642.33	73.35
3200-51-2905 Incentive Pay	24,851.06	0.00	0.00	24,851.06	0.00	0.00	100.00
3200-51-2910 Other Employee Benefi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-51-2920 Other Employee Ben-In	0.00	1,400.00	0.00	16,600.00	0.00	(16,600.00)	0.00
TOTAL Personal Services	3,131,049.00	481,336.16	0.00	3,220,649.25	0.00	(89,600.25)	102.86
based-Contracted							
3200-52-1200 Professional	5,103.00	0.00	0.00	4,580.00	83.00	440.00	91.38
3200-52-1242 Pre-Employment Screen	1,881.00	0.00	0.00	1,290.85	250.00	340.15	81.92
3200-52-1300 Technical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-52-1350 Technology Fee Expens	19,199.04	0.00	0.00	19,199.04	0.00	0.00	100.00
3200-52-1360 E-911 Fulton County	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-52-2110 Disposal	18.00	0.00	0.00	18.00	0.00	0.00	0.00
3200-52-2130 Janitorial	8,000.00	660.00	0.00	7,785.00	0.00	215.00	97.31
3200-52-2140 Lawncare	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-52-2200 R & M Building	95,747.04	2,894.72	0.00	95,747.04	0.00	0.00	100.00
3200-52-2205 R & M Equipment	3,741.30	810.00	0.00	3,741.30	0.00	0.00	100.00
3200-52-2210 R & M Vehicle	31,675.06	0.00	0.00	31,674.60	0.46	0.00	100.00
3200-52-2320 Rental of Equipment &	7,235.53	405.58	0.00	7,235.53	0.00	0.00	100.00
3200-52-3200 Telephone/Communicati	12,243.49	1,363.24	0.00	12,243.49	0.00	0.00	100.00
3200-52-3400 Printing & Binding	5,000.00	0.00	0.00	4,889.93	0.00	110.07	97.80
3200-52-3450 Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-52-3500 Travel Expense	3,000.00	414.00	0.00	2,889.69	0.00	110.31	96.32
3200-52-3600 Dues & Subscriptions	4,638.00	50.00	0.00	4,538.48	12.99	86.53	98.13
3200-52-3700 Training	7,136.66	0.00	0.00	6,801.00	0.00	335.66	95.30
3200-52-3705 Business Meeting (	( 66.93)	0.00	0.00	(66.93)	0.00	0.00	100.00
3200-52-3800 K-9 Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-52-3900 Other Contract Servic	35,987.00	0.00	0.00	35,987.00	0.00	0.00	100.00
3200-52-3905 Jail Services	72,160.00	7,830.00	0.00	72,160.00	0.00	0.00	100.00
TOTAL Purchased-Contracted	312,638.19	14,427.54	0.00	310,714.02	346.45	1,637.72	99.48
lies							
3200-53-1000 Donations-Expenditure	1,706.86	1,022.61	0.00	1,529.14	0.00	177.72	89.59
3200-53-1050 Technology Supplies	14,913.34	0.00	0.00	14,502.12	0.00	411.22	97.24
3200-53-1100 Office Supplies	8,900.00	50.49	0.00	8,493.44	0.00	406.56	95.43
3200-53-1210 Water	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-53-1215 Storm Water Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-53-1220 Natural Gas	600.00	68.64	0.00	242.47	0.00	357.53	40.41
3200-53-1230 Electricity	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-53-1270 Gasoline	124,905.30	34,123.71	35.90	124,941.20	0.00	0.00	100.00

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

General Fund
ce

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
3200-53-1600 Small Equip 500-5000	7,220.00	0.00	0.00	7,136.90	0.00	83.10	98.85
3200-53-1700 Misc Supplies <500	11,614.00	621.66	68.09	11,725.08	91.37 (	134.36)	101.16
3200-53-1705 Training Supplies	11,843.17	0.00	0.00	11,843.17	0.00	0.00	100.00
3200-53-1710 Uniforms/Clothing	39,645.00	375.00	0.00	39,608.73	0.00	36.27	99.91
3200-53-1725 Repair Parts (Vehicle	48,570.00	2,552.09	0.00	47,310.51	812.23	447.26	99.08
3200-53-1730 Crime Scene Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-53-2200 Vehicle repair & Main	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-53-2205 Equip Repair Parts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Supplies	269,917.67	38,814.20	103.99	267,332.76	903.60	1,785.30	99.34
tal Outlay							
3200-54-1300 Building Renovations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-54-2200 Vehicles	88,581.00	0.00	0.00	88,581.00	0.00	0.00	100.00
3200-54-2300 Furniture & Fixtures	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-54-2400 Computers & Software	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-54-2500 Other Equipment	23,430.00	0.00	0.00	23,430.00	0.00	0.00	100.00
3200-54-2501 Comm Radios Grant Mat	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-54-2502 Rapid ID System	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-54-2520 Intoxilyzer 9000 Gran	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	112,011.00	0.00	0.00	112,011.00	0.00	0.00	100.00
Service							
3200-58-1200 Capital Lease Princip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3200-58-2200 Interest	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
L Police	3,825,675.86	534,577.90	103.99	3,910,707.03	1,250.05 (	86,177.23)	102.25

0-Confiscated Funds
1-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted	1.00	0.00	0.00	91.54	0.00	90.54	9,154.00
0-0000-52-3300 Advertising - State	1.00	0.00	0.00	91.54	0.00	90.54	9,154.00
TOTAL Purchased-Contracted							
Supplies	0.00	0.00	0.00	749.00	0.00	749.00	0.00
0-0000-53-1600 Small Equip. - State	0.00	0.00	0.00	749.00	0.00	749.00	0.00
TOTAL Supplies							
Other Costs	153.00	5.00	0.00	58.35	0.00	94.65	38.14
0-0000-57-3000 Other Costs/Bank Fees	153.00	5.00	0.00	58.35	0.00	94.65	38.14
TOTAL Other Costs							
TOTAL Non-Departmental	154.00	5.00	0.00	898.89	0.00	744.89	583.69

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

PAGE: 4

20-Confiscated Funds
State Confiscated Funds

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted							
20-1125-52-3300 Advertising- State	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Costs							
20-1125-57-3000 Other Costs/Bank Fees	0.00	0.00	0.00	10.00	0.00	10.00	0.00
TOTAL Other Costs	0.00	0.00	0.00	10.00	0.00	10.00	0.00
TOTAL State Confiscated Funds	0.00	0.00	0.00	10.00	0.00	10.00	0.00

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

20-Confiscated Funds
Police

DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Supplies							
20-3200-53-1600 Small Equip - Fed Fun	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-3200-53-1650 Small Equipment - Sta	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay							
20-3200-54-1300 Building Improvements	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20-3200-54-1601 Small Equipment - Sta	0.00	0.00	0.00	30,900.68	0.00 (	30,900.68)	0.00
20-3200-54-2200 Vehicles - State	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	30,900.68	0.00 (	30,900.68)	0.00
TOTAL Police	0.00	0.00	0.00	30,900.68	0.00 (	30,900.68)	0.00
TOTAL EXPENDITURES	154.00	5.00	0.00	31,809.57	0.00 (	31,655.57)	655.56

** END OF REPORT ***

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

-Grants Fund
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-4100-54-1410 Interchange Design -	381,142.03	9,755.76	0.00	390,897.79	0.00 (	9,755.76)	102.56
-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	381,142.03	9,755.76	0.00	390,897.79	0.00 (	9,755.76)	102.56
TOTAL Public Works Admin	381,142.03	9,755.76	0.00	390,897.79	0.00 (	9,755.76)	102.56

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: SEPTEMBER 30TH, 2019

PAGE: 8

50-Grants Fund
ICI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
50-4203-54-1403 ICI Implementation Gr	165,011.97	31,136.94	0.00	262,151.53	0.00 (	97,139.56)	158.87
50-4203-54-2500 LWCf - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	165,011.97	31,136.94	0.00	262,151.53	0.00 (	97,139.56)	158.87
TOTAL ICI Implementation	165,011.97	31,136.94	0.00	262,151.53	0.00 (	97,139.56)	158.87



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #3 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES

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

Submitted: 01-07-2020 Work Session: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be \$30,000. The proposed expenditures will come out of the Public Works Administration Professional Account (100-4100-52-1200).

PUBLIC HEARING? () Yes (X) No


PURPOSE: For Mayor and Council to approve Task Order #3 with Pond & Company for Professional Engineering & Landscape Architectural Services.

HISTORY: The City of Fairburn entered into a Master Services Agreement with Pond & Company on July 22nd, 2019 for On-Call Professional Engineering and Landscape Architectural Services.

FACTS AND ISSUES: The agreement with Pond & Company was approved with the understanding that task orders associated with Professional Engineering and Landscape Architectural Services would be issued on an as need basis. As such, the task order #3 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #3 with Pond & Company for Professional Engineering & Landscape Architectural Services and authorize the Mayor to sign the Task Order for an amount not to exceed \$30,000.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



City of Fairburn

July 26, 2019

Mr. Bob Williams, PE
Vice President
Pond & Company
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

Re: Notice of Award - RFP# 19-004 – On-Call Professional Engineering & Landscape Architectural Services

The City has considered the proposal submitted by your firm for the above described work in response to its Request for Proposal (RFP) dated June 14, 2019.

You are hereby notified that your proposal has been accepted for services outlined in the Scope of Services provided and will be further detailed and outlined in each task order developed for work assigned.

Attached is a copy of a proposed agreement for consideration. It is imperative that this agreement be finalized for approval within the next two weeks. So, please expedite any legal review and approvals necessary.

You are required to return acknowledged copies of this Notice of Award to the Owner within five (5) days of receipt of these documents.

Sincerely,


Lester Thompson, Deputy Director Community Development/Public Works

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Pond & Company



Bob Williams, PE

Vice President

7.31.2019

Date

56 Malone St., SW Fairburn, GA 30213
(770) 964-2244 (770) 969-3484 FAX

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22nd day of July 2019 by and between POND & COMPANY, a Georgia corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").

B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.

C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.

D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);
 - (b) Compile or provide the necessary database of information to complete the scope of work;
 - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
 - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 – Fee Proposal. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

4. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

4.1 Contractor Personnel. Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

6. Duration and Termination. This Agreement shall remain in effect until July 22, 2021, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such

termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement immediately, with or without notice, in the event that Contractor defaults with respect to any of its obligations hereunder.

7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

10. Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

12. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

POND & COMPANY, a Georgia corporation.

Pond & Company (Pond)
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

By: 
President

Date signed by Contractor:

[CORPORATE SEAL]


July 31st, 2019

CITY:

Address:

THE CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

City of Fairburn
56 Malone St., SW
Fairburn, GA 30213

By: 
Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Attest: 

Approved as to form:

Interim City Clerk: Shana T. Moss



City Attorney: William Randy Turner

[SEAL]



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

TASK ORDER 3: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)

To: City of Fairburn

PO Box 145

Fairburn, GA 30213

Attn: Mr. Lester Thompson

Date: January 6, 2020

From: Andrew Kohr (Pond)

Copy to: Bob Williams

Scope of Work

Description: Provide On-Call Professional Engineering & Landscape Architectural Services as identified in the Request for Proposal dated May 15, 2019 and subsequent contract dated July 31, 2019.

Background:

Pond has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 31, 2019. This TO has been prepared to assist the City of Fairburn with Professional Engineering and Landscape Architecture Services. Pond will support existing staff in executing plan reviews and providing engineering assistance as needed.

Specific Tasks:

- Provide plan review services for projects submitted to the city for development permits
- Provide engineering and landscape architecture services as requested.
- Provide development site inspection services as requested.

Budget

The total not to exceed budget is \$30,000 includes staff review time and reimbursable expenses to perform the scope of work. The city will be billed using the billing rates and expense table included in our proposal.

Architects
Engineers
Planners
Constructors

Additional Work

Pond can provide the city additional planning, design, and engineering services on an as-needed basis. A scope of work for future services would be provided under subsequent task orders.

Authorization

As our authorization to proceed with the scope of work, schedule, and fee structure outlined herein, please sign in the space provided below and return one copy (digital is acceptable) to Pond (c/o Andrew Kohr) for our records.

Authorized by: _____

Name: Elizabeth Carr-Hurst

Title: Mayor

Date: _____



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE APPOINTMENT OF ATTORNEY BRENTON BEAN (FREEMAN, MATHIS & GARY LLP) AS OUTSIDE COUNSEL FOR EMPLOYMENT AND PERSONNEL ADMINISTRATION MATTERS.

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

Submitted: 01-06-2020 Work Session: 01-13-2020 Council Meeting: 01-13-2020

DEPARTMENT: Mayor and City Council / City Attorney

BUDGET IMPACT: TBD (In accordance with proposal dated 11-18-2019)

PUBLIC HEARING? ☐ Yes ☒ No


PURPOSE: This item is for discussion and possible approval by the Mayor and City Council to appoint attorney Brenton Bean as special counsel for employment and personnel administration matters - services would be provided on an on-call and as-needed basis. No initial or monthly retainer is required.

HISTORY: The City of Fairburn has historically relied on the expertise of outside legal counsel for advice and assistance on significant employment and personnel administration issues.

FACTS AND ISSUES: Brenton Bean is a partner in the law firm of Freeman, Mathis & Gary LLP, where he specializes in the representation of employers in both litigation and pre-litigation matters. In addition, Mr. Bean's firm is the primary provider of employment law services in the Atlanta area to the City's employment practices liability insurance carrier. Having Mr. Bean available to assist the City on significant employment matters would provide excellent continuity in cases that either have risen to or may rise to the level of a claim under the City's insurance policy. Mr. Bean will also be available to provide expert advice to the City's Human Resources Director for training purposes and on policy issues.

RECOMMENDED ACTION: Approval of the engagement letter and appointment of Mr. Bean as outside counsel for employment matters.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator



FREEMAN MATHIS & GARY, LLP
Attorneys at Law

100 Galleria Parkway
Suite 1600
Atlanta, GA 30339-5948

Tel: 770.818.0000

www.fmglaw.com

Brenton S. Bean
Partner

Writer's Direct Access
770-818-1415

BBean@fmglaw.com

November 18, 2019

VIA ELECTRONIC MAIL

Mr. Randy Turner
City Attorney
City of Fairburn, Georgia
2265 Roswell Road, Suite 100
Marietta, Georgia 30062
rturner@lawtrg.com

Re: General Employment Matters

Dear Randy:

On behalf of Freeman Mathis & Gary, LLP (the "Firm"), we appreciate the opportunity to represent the City of Fairburn, Georgia ("Government") with respect to providing on-going legal advice and in specific litigation matters assigned to us by the Government Attorney or the Government's Insurance Provider ("Insurer").

Please excuse the formality of this letter and the accompanying Master Terms and Conditions of Engagement which are incorporated herein (collectively the "Engagement"). The purpose of this Engagement is important and to set forth a clear, mutual understanding of the Services we will provide and the scope, terms and conditions under which those Services are to be performed.

Scope and Limitation of Legal Services: The Government is entering into this Engagement to retain the Firm to provide ongoing, general legal services solely related to the representative of the Government to provide general legal advice as requested by the Government Attorney or Authorized Official and also in defense or prosecution of assigned lawsuits (hereinafter and heretofore "Services").

We assume no greater right or obligation, and assume no responsibility to any person or entity, or any claim, lawsuit, or proceeding other than the Services described, unless the Firm is expressly authorized to do so by the Government with such Services expressly defined in writing.



FREEMAN MATHIS & GARY, LLP
Attorneys at Law

November 18, 2019

Page 2

In addition to the foregoing, the Firm will only act on behalf of the Government as a legal entity. We are not retained and will not act on behalf of any of its elected officials or employees, unless the Firm is specifically authorized or directed to by the Government Attorney, an Authorized Official of the Government, or the Government's Insurer, or such individuals or entities retain our legal services, with the appropriate consent, with each such party or person also required to execute an Engagement before it becomes valid.

Effective Date: The effective date of this Engagement and its terms and conditions set forth herein will be the latest date of signing by the Government's authorized representative and its terms shall be retroactive to the date the Firm first performed services for you which are the subject of this Engagement.

Please confirm this Engagement accurately describes our mutual understanding by signing below and returning a signed copy. We look forward to working with you and being of service.

Very truly yours,
FREEMAN MATHIS & GARY, LLP

**Accepted and Agreed to by the City of
Fairburn, Georgia**

Signature

Print Name

Title

Date

**Accepted and Agreed to by Freeman
Mathis & Gary, LLP**


Brenton S. Bean

100 Galleria Parkway
Suite 1600
Atlanta, Georgia 30339
bbean@fmglaw.com

11-18-19

Date

Enclosures

Master Terms and Conditions of Engagement

Except as modified by the accompanying or any subsequent Engagement letter, the following provision will apply to Services and any subsequent representation of the Government, including in any litigation or dispute of any kind. Collectively the Engagement letter and these Master Terms and Conditions of Engagement are referred to collectively as "Engagement".

Preserving Confidences: By executing this Engagement, the Government has approved the use of internet e-mail communication, without encryption, for our communications with the Government and other persons, parties, legal counsel, and other involved individuals and entities in carrying out our legal services. Due to their inherent nature, email communications, cell phone and other wireless communications may be vulnerable to interception by unauthorized parties during transmission. The Firm cannot guarantee the confidentiality of any information sent by email, cell phone or other wireless transmission, or that any such transmission would be considered "attorney-client" privileged. If the Government does not wish the Firm to communicate by email, or by cell phone or other wireless transmissions regarding your Services, please notify the Firm in writing. In the absence of such notification, you consent that the Firm will not take any additional security measures, including, but not limited to, encryption. Although the Firm subscribes to and uses virus protection software that it believes to be reliable, the Firm cannot warrant that any emails from the Firm or attachments thereto are free from any virus. The Firm recommends that you independently take steps to ensure transmissions are actually virus free.

Possible Additional Payments: There may be theories of liability asserted against the Government that entitle the other party to attorneys' fees, costs, penalties, or liquidated damages. Such amounts are solely the Government's responsibility and are not the responsibility or obligation of the Firm.

Fees and Billing: The Government's acceptance of our representation acknowledges its obligation to timely pay our fees and expenses. Firm time will be accounted for in tenths of an hour, and fees are calculated by applying hourly rates assigned to the Firm attorneys and other staff. Rates may also be subject to court approval pursuant to applicable statutory restrictions. The Firm may, from time to time and in its sole discretion, utilize contract, outsource, and/or temporary service providers in connection with performing certain of the tasks to be rendered in connection with this engagement at the rates listed below. Fee and expenses will be billed monthly and are due upon receipt. The invoices provided to the Government will reflect all the Firm personnel who have billed time related to the representation of you and their rates. Our invoices, which are considered confidential communications, must not be shared with any person or entity not directly employed by you, and you also agree not to inform others of the Firm's rates being charged to you. Rates are negotiable, and typically they are adjusted at the beginning of each calendar year. Current rates are:

Partners/Of Counsel:	\$250/hr.
Associates:	\$225/hr.
Paralegals:	\$115/hr.

The Government's acceptance of legal services acknowledges their obligation to pay for the services as charged.

The Government agrees to accept pay any adjusted rates as subsequently provided to it in writing or by any Firm invoice. We also may use outside vendors in meeting our legal service obligations, the direct costs of which will be either separately payable by you at the time of the receipt of vendor's invoice or included on our invoice(s). The Government is also obligated to pay for costs we incur or advance on your behalf, including amounts for filing fees, postage and copying expenses, required travel, and other reasonable and necessary costs (other than routine administrative costs not directly incurred in response to the Services provided). The Government agrees not to inform others of the Firm's rates being charged. The Firm will have a lien for the Firm's fees and advanced expenses with respect to our Services and on all proceeds of any recovery obtained whether by settlement, arbitration award, or court judgment or on any property obtained, including by patent, trademark, copyright, rescission, specific performance or other means. This generally means that the Firm has an ownership interest in any recovery by you to the extent of the Firm's unpaid fees and expenses. The Government acknowledges it is aware of the right to seek the advice of independent counsel as to this provision and have been provided a reasonable opportunity to do so.

Clients sometimes ask us to estimate future fees and other charges. Any estimate we may provide in connection with our Services will be based on our professional judgment and the circumstance as they appear at the time. As such, any estimate is subject to the understanding that, unless agreed otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate fee and charge are frequently more or less than the amount estimated.

Insurance Coverage/Indemnity Providers: The Government should determine if there may be insurance companies or other responsible entities or persons who may have coverage or an obligation for indemnity for any claims asserted against it or damages sought against it in any case or controversy. In the event it has notice of a potential claim, please provide in writing a copy of the claim directly to your insurance broker and any insurance companies with whom you have or had policies. These insurance providers could include any carrier providing (without limitation) umbrella insurance, professional liability insurance, directors and officers insurance, errors and omissions insurance, or homeowners insurance. The Government agrees it will solely be responsible for tendering the defense of any claim or request for indemnification to any insurers or other persons or entities who may owe you a defense or indemnification

Dispute Resolution: In the event of any dispute relating to this Engagement, the relationship between the Firm and the Government, the Services performed (including but not limited to disputes regarding the Firm's fees or expenses, claims of negligence, breach of fiduciary duty or contract, fraud or any claims based upon a written law) or any other dispute between the Firm and the Government (including disputes concerning any agents, partners, elected officials, employees, officers, insurers, related entities, or persons of either the Government or the Firm), both the Firm and the Government agree to final and binding arbitration, including any issue relating to the scope or proper interpretation of this arbitration obligation.

Before filing a petition or request for arbitration, the party initiating the claim shall affirmatively seek in good faith to meet and confer for 30 days before a petition or request for arbitration is filed. The opposing party shall also meet and confer in good faith, with each party agreeing to promptly respond to the other party's communications.

If the dispute is not resolved through this meet and confer process, either party may initiate the arbitration process by filing an initiating document with Henning Mediation & Arbitration Services, Inc. ("Henning") (www.henningmediation.com; 800-843-6050), or such arbitration service as the Firm may reasonably decide upon should it be determined that Henning Mediation is no longer an active mediation service or cannot perform its arbitration function for any reason. Unless the law of the jurisdiction in which we will be providing local services requires that the arbitration be conducted in that state, the arbitration will be conducted in Atlanta, Georgia.

The Firm and the Government agree to share equally in the cost of the arbitration, except that each side is responsible for its own attorney's fees and costs, unless the Arbitrator determines that a claim or defense was put forward in bad faith or in a frivolous manner, resulting in a reallocation of fees or costs as the Arbitrator may reasonably decide.

Unless this provision is prohibited by applicable law, the Government expressly represents that in any dispute or arbitration proceeding, it can and will only seek to represent and advance its own interests; it shall be prohibited from seeking to assert a claim on behalf of any other party or person, either on a multi-party, representative, or class action basis; and in no event shall it be entitled to seek punitive or exemplary damages, or consequential or remote damages, in the absence of proof of knowing and intentional misconduct expressly approved or ratified by the Firm.

The Government agrees that this dispute resolution process is not required by law, regulation, or ethical standard. By then entering into this binding arbitration provision:

- The Government and the Firm are waiving the right to submit the dispute to a judge or jury, although the Government and the Firm both retain the right to seek immediate injunctive or declaratory relief, including relief by *ex parte* expedited proceedings, in the case of breaches of confidence or violations of law or equity that require immediate judicial intervention in the protection of either, or both, parties' protected privacy, safety, or ethical rights or interests;
- Pre-arbitration discovery is generally more limited, and different from, the discovery allowed in court proceedings, and the Government and the Firm jointly request that the Arbitrator affirmatively prohibit discovery unless it is deemed actually necessary to the preparation of a party's case, in conformity with principles of due process, with the Arbitrator still directed to impose reasonable time, manner, and location limitations in order to expedite the discovery and overall resolution of the dispute;
- The Arbitrator's award is not required to include factual findings or legal reasonings, and it may contain factual or legal errors that cannot be reviewed on appeal or through separate legal challenge;
- This Engagement shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA");

- The Arbitrator is entitled to grant any remedy that an administrative agency, court, or jury would be entitled to issue, except for those damages or limitations noted above; and
- Judgment on any arbitration award may be entered in any court having jurisdiction, and the parties consent to the jurisdiction of the state or federal district court for the purpose of entry of the Judgment and any requirements contained therein.

Notwithstanding the foregoing, if a dispute arises between the Firm and the Government regarding the Firm's fees or expenses under this Engagement, either party has the right to elect the binding arbitration provisions of any local law or State Bar-sponsored program intended to provide an expedited procedure to resolve such disputes. If the parties do not proceed under the State Bar fee arbitration procedures, any dispute over the Firm's fees or expenses will be resolved by binding arbitration pursuant to the process described above in this section. Further, and notwithstanding anything to foregoing, the Firm will be considered to be the prevailing party if any amount of claimed fees or expenses is awarded to it. The prevailing party in any action to recover the Firm's fees or expenses will be awarded attorney's fees and costs incurred in a collection proceeding. This sum will include the value of the time spent by the Firm's own attorneys and other professionals to prosecute or defend such a proceeding, with fees calculated at the rate charged to you in the matter(s) at issue.

Advance Conflict of Waiver: The Firm represents numerous companies, governments and individuals, in many different types of claims, in many different jurisdictions, and in many different professional contexts.

To the fullest extent allowed by the law and rules of professional conduct governing the jurisdiction(s) in which we will be providing Services to the Government, the Government agrees that the Firm's representation of it or its affiliates pursuant to this Engagement and in other matters will not prevent or disqualify the Firm from representing other companies, governments, or others who may be adverse to the Government or its affiliates, even in litigation, as long as the matters the Firm is handling adverse to the Government or its affiliates are not substantially related to the Matter we are handling for it. To this end, the Government understands and agrees that, except with regard to substantially related matters, the Firm is free to represent other persons, governments and entities whose interests may conflict with its interests or the interests of its affiliates in litigation, business transactions, and other legal matters.

The express purpose of these provisions is to allow the Firm, to the fullest extent permissible under the law, to engage with other entities and individuals, and provide them with legal services, unless the Firm has gained confidential information that could materially impair the Services provided or that could materially impair the Government's ability to assert a claim or defense against another party or person in another pending or future matter.

Firm General Counsel: The Firm has internal General Counsel, who serve as the legal counsel to the Firm and its partners and employees. This is a separate, confidential relationship.

During the course of our providing of legal services under this Engagement, our professionals and/or staff members may seek the legal opinion or guidance of our General Counsel regarding

our professional, legal, contractual, or ethical duties or obligations relating in some manner to our legal services relating to the Services provided. As a condition of this Engagement, the Government agrees to waive any conflict of interest that might be viewed to arise out of any such consultations. The Government further agrees that consultations by the Firm with its General Counsel or other lawyers regarding such matters are confidential and protected from disclosure to the Government by the Firm's attorney-client privilege, and that the Government will not seek to discover or inquire into them and shall not be entitled to access to same either during the course of the engagement or thereafter should a dispute between the Government and the Firm ever arise. All of our communications with our General Counsel are privileged and not subject to disclosure to the Government absent a court order. Nothing in the foregoing shall otherwise affect the Firm's obligation to keep the Government informed of material developments in the course of the representation.

Document Preservation and Disclosure: We also want to emphasize the necessity of preserving any documents in the Government's possession that may be relevant in any claim where the Government reasonably anticipates litigation. This duty may require you to suspend any regular document or data destruction policy you would otherwise follow. The obligation of document preservation may include written and electronic correspondence pertaining to any of the parties or witnesses. Any questions or concerns the Government might have regarding this obligation should be immediately addressed with the Firm and it is imperative that you immediately follow our guidance on these issues. Attached hereto is a more detailed memorandum regarding your obligations.

Withdrawal or Discharge: The Firm may withdraw from our representation of the Government at any time, for any permissible reason (or no reason at all), in the manner permitted or provided by the law or rule of professional conduct governing the location in which we are providing legal services. If you do not voluntarily agree to allow for the withdrawal, the Firm may seek an *ex parte* expedited court order confirming our right to withdraw.

The Government may discharge the Firm at any time, for any reason. If the Firm is your attorney of record in any proceeding, the Government agrees and covenants the Government will execute and return a substitution-of-attorney form executed immediately on its receipt from the Firm. The Government will remain obligated to pay the Firm's fees per this Engagement for all services provided and to reimburse the Firm for all expenses incurred or advanced by the Firm before the discharge or withdrawal, incurred in effectuating the discharge or withdrawal, and as necessary to protect your interests.

End of Matter: When the Firm completes its services at any time, the attorney-client relationship between the Government and the Firm will be deemed to have ended. If the Government later retains the Firm to perform further or additional services described in this Engagement, the Firm's attorney-client relationship will be revived subject to this Engagement (unless and to the extent otherwise agreed in writing) and on the continuing understanding and Engagement that it will not preclude the Firm from accepting any other engagement from any other client.

Post-Matter Retention of File Materials: During the course of our representation, we will generate and maintain certain electronic and hard copy documents and materials regarding our

Services. At the conclusion of our representation, we will typically provide the Government with any relevant closing documents (i.e., dismissals, settlement documents, etc.), thereafter closing our file.

Unless a law or regulation requires a longer required period, we agree only to maintain Service-related materials for three (3) years after the date the Services end. After that time, we will destroy the file if kept internally or electronically or authorize any storage facility where the file is stored to destroy the file.

If you wish to have the original or a copy of your materials provided to you, you must pay in advance the costs of providing you with the materials. If you request the original materials, we reserve a right to maintain a copy of the file materials, at our expense.

Errors and Omissions Insurance: Our Firm currently has a claims-made errors and omissions insurance policy. A declaration of coverage is available upon request.

Non-Assignability: The Government is prohibited from assigning, encumbering, selling, or otherwise transferring any right or benefit under this Engagement, or that is derivative of any right, benefit, or obligation created by this Engagement, to any other party or person. This includes, but is in no manner limited to, claims for professional negligence, breach of contract or breach of any duties owed to You. Any such attempted assignment or transfer is void and a legal nullity.

Applicable Law: Except as otherwise provided, to the fullest extent allowed by any applicable law, this Engagement shall be construed and interpreted under the law of the State of Georgia.

Entire Engagement: This Engagement contains the entire Engagement between the Government and the Firm. If any provision of this Engagement is held by a court, arbitrator, or other tribunal of competent jurisdiction, in whole or in part, to be unenforceable for any reason, the remainder of this Engagement shall be severed and remain fully enforceable. Furthermore, if any claimed offending provision can be modified or reformed to comply with any applicable governing law, regulation or ethical rule, particularly if any such provision was changed or modified after the date of this Engagement, the court or arbitrator is jointly directed by the parties to reform or modify this Engagement so that the provision will then comply with all legal obligations, at which time it will then again be automatically reincorporated into this Engagement.

No other Engagement, statement, understanding, or promise has been made by the parties that is not fully incorporated into this Engagement, or superseded by this Engagement. This Engagement may be modified only by a subsequent jointly executed written Engagement by the parties (and that, for the Firm, has been signed by the Firm's Managing Partner), with no subsequent oral statements, actions or inaction, or failure to earlier enforce any term or condition serving as a basis to argue that this Engagement has been modified.

MEMORANDUM

PRIVILEGED AND CONFIDENTIAL ATTORNEY WORK PRODUCT AND ATTORNEY-CLIENT COMMUNICATION

To: Mr. Randy Turner, City Attorney – CITY OF FAIRBURN, GEORGIA
From: Brent Bean. - FREEMAN MATHIS & GARY, LLP
Date: November 6, 2019
Re: Preservation of Evidence Relating to General Legal Services

This is a standard memorandum we provide our clients concerning the very important issue of retaining documents and electronically stored information that are relevant to litigation. Please read this memorandum carefully. An important part of litigation involves gaining access to and producing relevant documents and electronically stored information to opposing parties. Please understand that the failure to take adequate steps to preserve evidence may lead to serious consequences, including sanctions by a court in litigation or criminal prosecution.

In this regard, once a party, whether it is a corporation, a public entity, or a person, reasonably anticipates litigation in a particular matter, the party must suspend its routine document retention/destruction policies and put in place a “litigation hold” to ensure the preservation of relevant documents and information. In addition to traditional “hard copy” documents, essentially all electronically stored information potentially is discoverable and should be preserved. This includes electronic data such as e-mails, instant messages, text messages, word processing documents, spreadsheets, databases, calendars, telephone logs, contact information, internet usage files, network access information, and all other electronic information created, received, and/or maintained by a party on its computer systems. Electronic files such as these may be discoverable whether they are stored on personal computers, laptops, tablets, network servers, back-up tapes, cell phones or smartphones, or any other device used to store electronic data.

Based on the foregoing, you should immediately initiate action to preserve all existing documents and electronically stored information which are in your possession, custody, or control and potentially may be relevant to the above matter. As part of these efforts, you must notify your employees and agents of the need to preserve evidence in accordance with the above principles. In addition, you should consult with your IT department so it is aware of the litigation hold and can take proper steps to suspend any routine document retention/destruction policies and preserve electronically stored information. You also should document all of the steps you take to accomplish the “litigation hold.”

Please contact us if you have any questions about these issues so that we may discuss them in detail.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE COMPREHENSIVE REVISIONS TO THE CITY'S CODE OF ETHICS.

☐ AGREEMENT
☒ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☐ OTHER

Submitted: 01-08-2020

Work Session: 01-13-2020

Council Meeting: 01-13-2020

DEPARTMENT: City Attorney

BUDGET IMPACT: N/A

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: This item is for discussion and approval by the Mayor and City Council. This ordinance is being proposed as a comprehensive revision of Section 2-35 of the City Code of Ordinances, which section is the City Code of Ethics.

HISTORY: The City of Fairburn is a GMA recognized City of Ethics and has had a Code of Ethics in place since at least 2008. The Code of Ethics has been amended only with respect to narrow issues and has never been comprehensively revised. Recently, in the Summer of 2019, and for the first time, a complaint was submitted pursuant to the Code of Ethics. This experience exposed the need to make comprehensive changes to the Code of Ethics so as to clarify procedures, definitions, remedies and the authority, duties and responsibilities of those charged with handling, reviewing and making determinations regarding ethics complaints. The proposed revised ordinance has been further revised based on the discussions by City Council on November 25, 2019.

RECOMMENDED ACTION: Approval of the proposed revised Code of Ethics.


Elizabeth Carr-Hurst, Mayor


Dennis Stroud, City Administrator

1 **ORDINANCE TO AMEND SECTION 2-35 OF THE CODE OF ORDINANCES OF THE**
2 **CITY OF FAIRBURN, GEORGIA, SAID SECTION BEING THE CODE OF ETHICS,**
3 **SO AS TO PROVIDE FOR THE CLARIFICATION OF DEFINITIONS AND**
4 **PROCEDURES; TO PROVIDE FOR SUBPOENA POWERS; TO EXPAND**
5 **JURISDICTIONAL AUTHORITY OVER ETHICS COMPLAINTS; TO PROVIDE FOR**
6 **THE CLARIFICATION OF AND EXPANSION OF AVAILABLE SANCTIONS AND**
7 **REMEDIES; TO PROVIDE FOR AN EFFECTIVE DATE AND FOR OTHER**
8 **PURPOSES**
9

10 **Whereas,** it is essential to the proper administration of City operations that the City enact and
11 maintain a Code of Ethics that ensures to the greatest extent possible that members of the City
12 Governing Authority, as well as members of all appointed City boards, committees and
13 authorities are subject to the highest ethical and professional standards while conducting City
14 business; and

15 **Whereas,** the Mayor and City Council of the City of Fairburn desires to enact these amendments
16 to the City Code of Ethics for the purpose of better ensuring same; and

17 **Whereas,** the Mayor and City Council of the City of Fairburn finds that the enactment of these
18 amendments is necessary and appropriate to promote the public interests and welfare.

19 **Now, Therefore, be it Ordained by the Mayor and City Council of the City of Fairburn,**
20 **Georgia,** and it is hereby Ordained by the authority of same, as follows:

21 **Section 1.**

22 Section 2-35 of the City Code of Ordinances, said Section 2-35 being the City Code of Ethics, is
23 hereby amended by striking said Section in its entirety and substituting a new Section 2-35 to
24 read and provide as follows:

25 Sec. 2-35. - Code of ethics.

26 (a) *Intent.* It is essential to the proper administration and operations of the City of Fairburn
27 ("city") that the members of its governing authority, as well as members of city boards,
28 authorities and commissions (collectively "city officials"), be, and give the appearance of

1 being, independent and impartial; that public office not be used for private gain; that there
2 be public confidence in the integrity of such city officials; that such city officials at all times
3 adhere to the highest standards of professionalism; and that conduct unbecoming of a
4 member of the governing authority or other city board, authority, or commission and
5 conduct by such a member that tends to damage the reputation of the city or its governing
6 authority and/or conduct which otherwise interferes with and negatively impacts city
7 operations and/or which places the city in a poor public light not be tolerated. The governing
8 authority finds that the public interest and welfare requires that it protect city operations
9 ~~against such~~ from the influence of actual and apparent conflicts of interest and acts ~~or of~~
10 unprofessional and unbecoming conduct by city officials by establishing appropriate ethical
11 standards regarding the conduct of ~~members of the governing authority and other~~ such city
12 officials, .

13 (b) *Definitions.*

14 City official means a member of the city governing authority, including the mayor, as well as
15 persons appointed to serve by the city governing authority on any city board, authority, or
16 commission.

17 Censure means a written resolution of the governing authority condemning the actions of a
18 city official found by the board of ethics to have violated the terms of this code section.

19 Complaint means a written ~~sworn~~ statement, sworn to by the complainant in the presence of
20 a notary public, and filed with delivered to the city clerk, containing specific allegations of fact,
21 which, if established through the procedures set forth in this section, would show that a city
22 official has violated one or more provisions of this section. ~~misconduct by a member of the~~
23 ~~governing authority or other city official, provided, however, such allegations~~ Such complaints

1 must be filed within ~~six months~~ ninety (90) days following the alleged ~~misconduct~~ violation or
2 not later than ~~30~~ thirty (30) days following the date on which the person filing the complaint
3 knew or should have known of the occurrence of the alleged violation ~~misconduct~~, ~~in such cases~~
4 ~~where the alleged misconduct occurred more than six months prior to the filing of the complaint.~~
5 No complaint shall be accepted against any ~~member of the governing authority or other city~~
6 official unless same is, at the time of the filing of the complaint, a sitting member of the
7 governing authority or other city board, authority, or commission.

8 Governing authority means the mayor and city council.

9 Interest means any direct pecuniary or financial benefit, ~~which is not a remote interest held~~
10 by or accruing to a city official as a result of a contract or transaction that is or may be the
11 subject of an official act or action by ~~or with~~ the city. A city official shall be deemed to have an
12 interest in contracts and transactions involving:

13 (1) Any person in the city official's immediate family;

14 (2) Any person with whom a contractual relationship exists whereby the city official may
15 receive any payment or other benefits unless the city official is receiving a benefit for
16 goods or services in the normal course of business for which the city official has paid a
17 commercially reasonable rate;

18 (3) Any business in which the city official is a director, officer, employee, agent, or
19 shareholder, except as otherwise provided herein; or

20 (4) Any person of whom the city official is a creditor, whether secured or unsecured.

21 Investigating Committee means the committee of governing authority members and the city
22 attorney organized and appointed pursuant to section (h) of this code section.

1 Immediate family means the city official's spouse, children, parents, brothers, sisters,
2 grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, or daughter-in-law.

3 Reprimand means an oral condemnation by the governing authority condemning the actions of
4 a city official found by the board of ethics to have violated the terms of this code section.

5 (c) *Prohibited conduct.* No city official shall:

6 (1) By conduct give reasonable basis for the impression that any person can improperly
7 influence his/her official conduct or unduly enjoy his/her favor in the performance of
8 official acts;

9 (2) Directly or indirectly request, exact, receive, or agree to receive a gift, loan, favor,
10 promise, or thing of value for himself/herself or another person if it could reasonably be
11 ~~considered~~ presumed to influence the city official in the discharge of official duties;
12 provided, however, this prohibition shall not apply in the case of:

13 a. An occasional non-pecuniary gift of insignificant value;

14 b. An award publicly presented in recognition of public service;

15 c. A commercially reasonable loan or other financial transaction made in the ordinary
16 course of business by an institution or individual authorized by the laws of Georgia
17 to engage in the making of such a loan or financial transaction;

18 d. Campaign contributions made and reported in accordance with Georgia law.

19 (3) Disclose or otherwise use confidential information acquired by virtue of his/her
20 official position for his/her or another person's private gain;

21 (4) Use his/her official position to attempt to secure privileges that are not available to the
22 general public;

1 (5) Engage in, accept employment with, or render services for any private business or
2 other commercial or non-profit entity ~~or professional activity~~ when such employment or
3 rendering of services is adverse to and incompatible with the proper discharge of
4 official duties; provided, however, this prohibition shall not apply to a city official who
5 is a licensed professional and appears on behalf of another in such professional capacity
6 so long as the disclosures required by subsection (d) are provided ~~30 days~~ prior to any
7 action being taken, and the city official was associated with the matter being considered
8 at the time the initial need for or request for action was ~~received~~: initiated by the city.

9 (6) Engage in any activity or transaction that is prohibited by law now existing or
10 hereafter enacted which is applicable to him/her by virtue of being a ~~member of the~~
11 ~~council~~; city official;

12 (7) Use his/her position to request or require a city employee to:

- 13 a. Work on behalf of the city official's personal, family, business, social, church or
14 fraternal interest while at the same time being compensated by the city;
- 15 b. Purchase goods or services with city funds or to otherwise use city resources for
16 the city official's personal, business, or political purposes; and/or;
- 17 c. Work for the city official personally without paying the employee just
18 compensation.

19 (8) Use government property of any kind for other than officially approved activities, nor
20 shall he/she direct employees to use government property for purposes other than those
21 officially approved;

1 (9) Use his/her position in any way to coerce, or give the appearance of coercing, another
2 person to provide any financial benefit to himself/herself, or another person;

3 (10) Take any action or engage in any course of conduct that interferes with the proper,
4 efficient and effective operations of the city government; no member of the governing
5 authority or other such city official shall give directives to any city employee who is
6 subject to the direction and supervision of the city administrator and/or a city
7 department head. Actions with respect to any requests from a city official shall be taken
8 only with the advice and consent of the city administrator or the employee's department
9 head;

10 (11) Make any disclosure of confidential information without the approval of the body on
11 which the city official serves; provided, confidential information means information
12 obtained by the city official in the course of the performance of his/her duties, which is
13 either (i) not subject to public disclosure under the laws of the State of Georgia, or (ii)
14 obtained in a closed meeting of the body, duly closed for any of the purposes for which
15 meetings of the body can be closed under the laws of the State of Georgia;

16 (12) Engage in any ex parte communication with any member of the board of ethics
17 regarding a pending complaint.

18 (13) Engage in rude, verbally or physically abusive conduct, or criminal behavior, which
19 interferes with the operations of city government and/or which places the city
20 government in a negative public light.

21 (d) *Disclosure of conflicts of interest.* A city official who has an interest that he/she has reason
22 to believe may be affected by his/her official acts or actions or by the official acts or actions

1 of the involved body shall disclose the precise nature of such interest in writing to the
2 involved body prior to any action being taken. ~~by written or by verbal statement 30 days~~
3 ~~prior to the body taking official action and shall abstain from discussion and voting.~~ Such
4 written disclosures shall be made as soon as the involved city official knows or should know
5 that such action by the involved body is to be taken and the city official shall, upon making
6 such a disclosure, refrain from all exparte communications with other members of the body
7 regarding the matter in which he/she has an interest and the city official shall thereafter
8 disclose the interest at the time of such action by the involved body and abstain from any
9 discussions thereof or vote. ~~The city official shall also disclose the nature of any interest~~
10 ~~he/she has at the time such matter is presented to the body for discussion.~~ Such written and
11 ~~or verbal~~ disclosures ~~statements~~ shall be recorded in the minutes of the involved body's
12 meeting and become part of the public record. ~~Following any disclosure made pursuant to~~
13 ~~this section, the city official shall refrain from all exparte communications with other~~
14 ~~members of the body regarding the matter in which he/she has an interest.~~

15 (e) *Disqualification.* A city official shall disqualify himself/herself from participating in any
16 official act or action of the city which results in a pecuniary benefit to him/her or a business
17 or activity in which he/she has an interest directly or indirectly when such benefit is not
18 available to the public at large.

19 (f) *Prohibited contracts.* The city governing body, boards, authorities and commissions shall
20 not enter into any contract involving services or property with a member or with a business
21 in which a member has an interest. This section shall not apply in the case of:

22 (1) The designation of a bank or trust company as a depository for city funds;

(2) The borrowing of funds from any bank or lending institution which offers the lowest available rate of interest in the community for such loan;

(3) Contracts otherwise entered into in accordance with state law;

(4) Contracts entered into under circumstances that constitute an emergency situation, provided that the mayor authorizes and signs a written record explaining the emergency;

(5) Contracts entered into with a city official, or with a business in which a city official has an interest, provided that such contracts are the result of a competitive bid process, disclosure of the nature of the city official's interest is made prior to any action being taken and in accordance with subsection (d) (5), and a waiver of the prohibition contemplated by this section is approved by the city governing authority mayor and city council.

(g) *Restrictions on contracts with former members of the council.* The city shall not enter into any contract with any person or business represented by such person, who has been within the preceding 12-month period the mayor or a member of the city council, unless the contract is awarded by a competitive bid process.

~~(h) *Complaints.* Any person having a complaint against any city official for an alleged ethics violation shall file in writing a sworn complaint setting forth the particular facts and circumstances which constitute the alleged violation. The complaint shall be filed with the city clerk. The mayor, or in the event the complaint is against the mayor, the mayor pro tem, shall then appoint the remaining members of the governing body, not named in the complaint, who, along with the mayor or the mayor pro tem, and the city attorney, shall constitute an investigating committee to determine whether the complaint sets forth~~

1 ~~significant facts and circumstances so as to warrant a hearing before the board of ethics. In~~
2 ~~the event the investigating committee determines that the complaint does not set forth~~
3 ~~sufficient facts to constitute an alleged violation and is unjustified, frivolous or patently~~
4 ~~unfounded, it shall be dismissed and the complainant notified immediately. In the event the~~
5 ~~complaint is found to state sufficient facts to warrant a hearing before the board of ethics,~~
6 ~~the board of ethics shall be so notified and directed to consider and dispose of the complaint.~~

7 (h) *Initial Review.* Whenever a complaint as defined in this section is delivered to the city
8 clerk, the following procedures shall apply: (i) the clerk shall forward the complaint to the city
9 attorney and the city official against whom the complaint has been submitted; (ii) the mayor, or
10 the mayor pro-tem in the event the complaint is against the mayor, or the city attorney in the
11 event the complaint is against both the mayor and the mayor pro-tem, shall within ten (10)
12 business days appoint the remaining members of the governing authority, along with the city
13 attorney, and not including any member of the governing authority who is either the complainant
14 or the city official alleged in the complaint to have violated this section, as an investigating
15 committee who shall be charged with determining whether the complaint sets forth sufficient
16 allegations of fact such that the complaint should be forwarded to the city board of ethics for a
17 hearing to determine whether there was, in fact, a violation of this section; (iii) in making this
18 determination, the investigating committee may request or subpoena such documents as it deems
19 necessary to its inquiry, and the committee may request or subpoena such sworn testimony as it
20 deems necessary to its inquiry; (iv) committee members may rely on their personal knowledge
21 when considering such complaints and shall not be prohibited from doing so merely because they
22 have been identified in the complaint as having such personal knowledge; (iv) meetings of the
23 committee shall be open to the public; (v) meetings of the investigating committee shall be

1 presided over by the mayor unless the complaint is against the mayor, in which case the mayor
2 pro-tem shall preside, or by the city attorney if the complaint is against both the mayor and
3 mayor-pro tem; (vi) the presiding officer shall be entitled to vote and no action shall be taken by
4 the committee except by a majority vote; (vii) if, on a motion to either dismiss the complaint or
5 forward to the board of ethics for a final determination, there is no majority vote of the
6 committee, then the complaint shall be deemed to have been dismissed and the parties to the
7 complaint shall be notified; (viii) if the committee determines by majority vote that there are not
8 sufficient facts to forward the complaint to the board of ethics for a final determination, or that
9 the complaint is frivolous or patently unfounded, the complaint shall be dismissed and the parties
10 shall be notified; (ix) in any case where the committee determines by majority vote that the
11 complaint is frivolous or patently unfounded, the committee may also, by separate motion and
12 majority vote, publicly reprimand the complainant or, in the case of a complaint submitted by a
13 city employee or city official, refer the matter, in the case of a city employee, to the city
14 administrator, or in the case of a city official, to the appropriate body or appointing authority, for
15 further action; (x) in the event the committee forwards a complaint to the city board of ethics for
16 a hearing and final determination, there shall be no presumption that a violation of this section
17 has, in fact, occurred; (xi) once the committee has been appointed after the submission of a
18 complaint, the committee shall endeavor to reach a decision as soon as reasonably possible, and
19 if the committee does not act or fails to act on the complaint within sixty (60) days thereafter, the
20 complaint shall by these procedures be submitted to the board of ethics for a final determination;
21 and (xii) once the committee has been appointed following the submission of a complaint, the
22 committee shall retain jurisdiction over the complaint notwithstanding any attempt to withdraw
23 the complaint.

1 (i) *Board of ethics.*

2 (1) *Composition of the board of ethics:*

3 a. The board of ethics ~~of the city~~ shall be composed of seven residents of the city to
4 be appointed as provided ~~below~~ herein. Each member of the board of ethics shall
5 have been a resident of the city for at least one (1) year immediately preceding the
6 date of ~~taking office~~ his/her appointment and shall remain a resident of the city
7 while serving as a member of the board of ethics. No person shall serve as a
8 member of the board of ethics, if the person has, or has had within the preceding
9 ~~one-year~~ one (1) year period, any interest in any contract, transaction, or official
10 action of the city.

11 b. The mayor and council members shall each appoint one (1) qualified citizen to
12 serve as a member of the board of ethics. These appointments shall be made within
13 sixty (60) days of the taking of office and shall be spread upon the minutes of the
14 governing authority. The city clerk shall maintain a record of these appointments.
15 Each member of the board of ethics shall serve a term concurrent with the term of
16 the member of the governing body making the appointment. Members of the board
17 of ethics serve at the pleasure of the member of the governing authority making the
18 appointment; provided, however, except for cause, as determined by a majority
19 vote of the governing authority, no member of the board of ethics may be removed
20 during the pendency of any complaint.

21 c. The members of the board of ethics shall serve without compensation. The
22 governing authority of the city shall provide meeting space for the board of ethics.
23 Subject to budgetary procedures and requirements of the city, the city shall provide

1 the board of ethics with such supplies and equipment as may be reasonably
2 necessary for it to perform its duties and responsibilities. In all proceedings of the
3 board of ethics, the city attorney shall provide advice to the board on matters of
4 procedure and evidence; provided, however, in cases where a member of the
5 governing authority is the subject of the complaint, the governing authority,
6 without the participation of ~~the member named in the complaint,~~ any party to the
7 complaint, shall appoint special counsel for the board of ethics.

8 (2) *The board of ethics shall have the following duties and powers:*

- 9 a. To establish procedures, rules, and regulations governing its internal organization
10 and the conduct of ~~it~~ its affairs;
- 11 b. To hold ~~a~~ an evidentiary hearing and render a final written decision within ~~60~~ sixty
12 (60) days after the receipt of complaint a complaint has been forwarded to the
13 board for a final determination; provided, however, that the timeframe may be
14 enlarged by the board for good cause and with the approval of the parties to the
15 complaint. Failure to hold a hearing within the specified time shall result in
16 dismissal of the complaint as to the transaction and shall prevent re-filing of a
17 complaint arising from in the same incident for at least a period of six months; In
18 the event that the board fails or refuses to act on a complaint that has been
19 forwarded to it for final determination, the matter shall be referred back to the full
20 governing body for appropriate action. The sixty (60) day period provided for in
21 this section shall begin to run from the time an action has been taken by the
22 governing body's investigating committee to forward the complaint to the board of
23 ethics or, in such cases where it is required, the date on which the governing

1 authority has appointed special legal counsel for the board, whichever event occurs
2 last.

3 c. To prescribe forms, approved by the city attorney, or special counsel appointed for
4 the board, for the disclosure required in this section and to make available to the
5 public information disclosed as provided in this section as necessary and
6 appropriate for carrying out the board's responsibilities;

7 d. ~~To receive and hear complaints of violations of the standards required by this~~
8 ~~section~~ To make such investigation and conduct such meetings as it deems
9 appropriate to render a final determination as to whether, in fact, the party against
10 whom a complaint is submitted has violated this section; request or subpoena such
11 documents as it deems necessary to its inquiry, and request or subpoena such sworn
12 testimony as it deems necessary to its inquiry; and

13 e. ~~To make such investigation and response to a complaint as it deems necessary to~~
14 ~~determine whether any person has violated any provisions of this section;~~

15 f. ~~To hold such hearings and make such inquiries as deemed necessary to investigate~~
16 ~~and rule upon complaints;~~

17 g e. To report its written findings and recommendations for action to the governing
18 authority for such action as the governing authority deems appropriate pursuant to
19 this section; provided, however, that no party to the complaint who also serves on
20 the governing authority may participate in the taking of such action.

21 (j) *Service of complaint; hearings and disposition of complaints.* ~~The board of ethics shall~~
22 ~~cause the complaint to be served on the city official charged as soon as practicable. Service~~

1 ~~may be by personal service or by certified mail, return receipt requested. A hearing shall be~~
2 ~~held within 60 days after filing of the complaint. The board of ethics shall conduct the~~
3 ~~hearing in accordance with the procedures and regulations it establishes but, in all~~
4 ~~circumstances, the hearing shall include the taking of testimony and the cross-examination~~
5 ~~of witnesses. The decision of the board of ethics as to whether the city official did or did not~~
6 ~~violate provisions of this code of ethics shall be rendered in writing to governing authority~~
7 ~~within seven business days after completion of the hearing.~~ Once a complaint has been
8 forwarded to the board for a final determination, the city clerk shall ensure that the parties to
9 the complaint are notified by any means by which the parties confirm the receipt of such
10 notification. The city clerk shall be responsible for recording the meetings of the board of
11 ethics and the keeping of summary minutes of such meetings - verbatim minutes and the
12 transcribing of such recordings shall not be required. At least ten (10) days in advance,
13 parties shall be notified by legal counsel representing the board of all meetings at which the
14 board intends to receive sworn testimony. At such hearings, the parties may be represented
15 by legal counsel at their sole expense and they may provide, also at their sole expense, a
16 court reporter to record or transcribe the proceedings. Witnesses may be examined and
17 cross-examined by the parties, and may be questioned by board members and the board's
18 legal counsel. Meetings of the board of ethics shall be open to the public; provided,
19 however, after the taking of testimony; the board may meet in closed session to deliberate
20 the evidence; provided, further, that all votes of the board shall be taken in open session. No
21 evidence may be received by the board while in closed session. The final determination and
22 any recommendations of the board of ethics shall be submitted in writing to the governing
23 authority within seven (7) business days following its decision. Once a complaint has been

1 forwarded to the board for a final determination, the board shall retain jurisdiction over the
2 complaint notwithstanding any attempt to withdraw the complaint.

3 (k) ~~Penalty and member rights~~ Penalties and additional rights of parties.

4 (1) Any city official who knowingly violates any provision of the code of ethics ~~provided~~
5 ~~in this section~~ shall be subject to public reprimand, censure, or removal from office by
6 the city governing authority; provided, however, that no member of the governing
7 authority shall be removed from office except upon ~~and~~ impeachment and trial pursuant
8 to section 2-60 of the city code of ordinances.

9 (2) ~~At~~ Before any evidentiary hearing held by the board of ethics, the city official who is
10 the subject of inquiry shall have the right to written notice of the allegations at least ten
11 (10) business days before the hearing. ~~At the hearing before the board of ethics, the~~
12 ~~subject city official may be represented by counsel and is entitled to hear and examine~~
13 ~~the evidence and witnesses and to present evidence and witnesses in opposition or in~~
14 ~~extenuation.~~

15 (3) Whenever a city official has been charged in a complaint with a violation of this section
16 while acting in their official capacity and the final determination of the board of ethics
17 is that no such violation occurred, such city official may, in accordance with Georgia
18 law, petition the governing authority for reimbursement of reasonable attorney's fees
19 incurred by the city official in defense of the allegations.

20 (4) In any case where, in addition to finding that no violation of this section occurred, the
21 the board, by an additional special finding, determines, after an evidentiary hearing,
22 that the complaint was based on patently false assertions or was otherwise filed for
23 malicious reasons, the governing authority may take such action against the

1 complainant as within its authority to do so; including, public reprimand, censure,
2 removal from office, or the referral of the matter to other authorities.

3 (l) *Appeals.* Any city official adversely affected by the findings of the board of ethics and who
4 is disciplined in accordance with this section by the city governing authority may obtain
5 judicial review by filing an application for a writ of certiorari in the Superior Court of Fulton
6 County within 30 days after the board's decision. The filing of such application shall act as
7 supersedes.

8 **Section 2.**

9 This ordinance shall become effective on the date approved by the Mayor and City
10 Council. All ordinances or parts of ordinances in conflict with this ordinance are hereby
11 repealed to the extent of the conflict.
12

13 **This 13th day of January 2020.**

14 **City of Fairburn, Georgia**

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18 **Elizabeth Carr-Hurst, Mayor**

19
20 **ATTEST:**

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22
23
24 **Arika Birdsong-Miller, City Clerk**

25
26 **Approved as to Form:**

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28
29
30 **William R. Turner, City Attorney**
31