

Council Meeting- Zoom

October 12, 2020 at 7:00 pm

Dial (929) 205-6099
Meeting ID 770 964 2244

Electronic Device
<https://zoom.us/j/7709642244>

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

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

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

Mr. Randy Turner

City Attorney

I. Meeting Called to Order:

The Honorable Mayor Carr-Hurst

II. Roll Call:

Arika Birdsong-Miller
City Clerk

III. Invocation:

Apostle Danita Jones
In His Great Name Ministry

IV. Adoption of City Council Minutes:

Councilmembers

- September 28, 2020 Council Meeting Minutes (Zoom)
- September 28, 2020 Executive Session Minutes (Zoom)
- October 1, 2020 Special Called Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. Presentation:

1. Mr. Aaron Johnson, Fulton County Board of Elections
2. Mr. Eddie Lee Brewster, Fulton Atlanta Community Action Authority

VII. Public Hearing:

1. Rezoning 2020090 with a Concurrent Variance [2020095] – South City Partners Acquisitions, LLC

2. Rezoning 2020109 with a Concurrent Use Permit [2020114] - C4 Bullsboro, LLC

3. Use Permit 2020108- 1162 Highway 54 East, LLC

VIII. Agenda Items:

1. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to Approve Final Plat 2020140- Strack Lot #1

2. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to Approve the LCI Downtown Master Plan Contract Award with Collaborative Firm in the amount of \$115,425.

3. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve the Resolution to Adopt the South Fulton County Comprehensive Transportation Plan Update.

4. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve the Task Order #10 with Pond & Company for Professional Engineering & Landscape Architectural Services in the amount of \$25,000.

5. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve the Change Order with Envirorisk Consultants to Remove the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount \$1,200.

6. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve Change Order #2 with Precision 2000 to assist in the Removal of the Underground Storage Tanks from the Downtown LCI Streetscape Project in the amount of \$17,563.95.

7. Fire Department

Chief Cornelius Robinson

For Mayor and Council to Approve the purchase of 25 Self-Contained Breathing Apparatus (SCABs) in the amount of \$182,000.

8. Fire Department

Chief Cornelius Robinson

For Mayor and Council to Approve the purchase of 10 sets of Bunker Gear from Bennett Fire Products in the amount of \$25,870.

9. City Attorney

Attorney Randy Turner

For Mayor and Council to Approve an Intergovernmental Agreement with Fulton County School District to accept approximately 0.186 of right-of-way with the FCSD's improvements at Campbell Elementary School.

10. City Attorney

Attorney Randy Turner

For Mayor and Council to Express Support of South City Partners Acquisitions, LLC purposed Class A Multi-Family Housing Development and for the Implementation of Steps by the Development Authority of Fairburn to provide Bond Financing and Tax Abatement Assistance for the Project.

11. City Attorney

Attorney Randy Turner

For Mayor and Council to Approve a Resolution to Accept a Quitclaim Deed of Conveyance from Fulton County, Accepting the Old Campbell County Historic Courthouse.

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|-----|-------------------|----------------------------|
| IX. | Council Comments | Councilmembers |
| X. | Executive Session | Mayor Elizabeth Carr-Hurst |
| XI. | Adjournment | Councilmembers |

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

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

There will be an Executive Session for Personnel and Litigation.



City of Fairburn
Mayor and Council Meeting- Zoom
September 28, 2020
7:00 pm

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

Mayor Elizabeth Carr-Hurst

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

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

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

City Attorney Randy Turner was also present.

- III. The invocation was led by Bishop Aaron Lackey of Temple of Prayer Family Worship Cathedral.
- IV. Adoption of City Council Minutes:
Motion to Approve September 14, 2020, Council Meeting Minutes (Zoom) with corrections was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.
Vote: 6-0: Motion Carried.
Motion to Approve September 23, 2020, Council Meeting Minutes (Zoom) was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.
Vote: 6-0: Motion Carried.
- V. 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 Smallwood.
Vote: 6-0: Motion Carried.
- VI. Presentation: Ms. Keli Kemp, Co-Founder of Modern Mobility Partners, LLC presented the South Fulton Comprehensive Plan Recommendation Summary. Ms. Kemp explained that the CTP update has been underway since February 2019. The study area includes the eight cities in southern Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton, and Union City) as well as the portion of unincorporated Fulton County along SR 70/Futon Industrial Blvd. Following the inventory of existing conditions, assessment of project needs, and extensive public outreach, a list of potential projects has been developed. Ms. Kemp stated that the final SFCTP must be adopted by at least 5 of the 8 cities in order to be considered an adopted plan by ARC. To apply for federal funding as part of the ARC's Regional Transportation Plan (RTP) and/or Transportation Improvement Program (TIP) project solicitation process, projects must be included in the SFCTP adopted plan. If a project arises after the SFCTP is adopted in 2020, the SFCTP can be amended by the Cities to reflect new projects. Councilman Heath stated that he would like to see something spectacular in south Fulton County like in things are in north Fulton County. Councilman Heath also explained that he would like to see heavy rail

extending to south Fulton County in the future. Ms. Kemp stated that Councilman Heath's ideas are included in the long-range plans.

VII. Public Hearing:

1. City of Fairburn's Millage Rate for 2020.

Mr. Rodrique Taylor, Interim Finance Director, explained that the proposed Millage Rate for 2020 is 8.100, the same as the last 5 years. Mr. Taylor explained the proposed 2020 Tax Digest and Five-Year Levy.

Motion to open the hearing for public questions and comments was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

There was no public questions or comments for the Millage Rate Public Hearing.

Councilman Heath asked what determines the rollback rate. Mr. Taylor explained that the rollback rate is determined by Fulton County.

Motion to close the Public Hearing was made by Councilman Whitmore and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

VIII. Discussion:

1. Mr. John Culbreth: Proposed Donation of land for Citizens Park. Mr. Culbreth explained to Mayor and Council that Mr. David Hughes would like to donate 2.57 acres of land to the City of Fairburn and that land could provide a passive park for citizens in the City of Fairburn. Ms. Tarika Peeks, Planning and Zoning Director, explained that she thinks the site is a great location for a park on that side of the City. Ms. Peeks explained that the land includes a pond and the business owners of on Hwy 74 will maintain the pond. Councilman Heath inquired about the cost of the project. Mr. Culbreth informed Councilman Heath that he would have to place the construction up for bid to get a cost for construction. Councilwoman Davis asked who will maintain the park. Ms. Peeks stated the park will be maintained by the City. Councilman Whitmore stated that adding a park would beautiful the area and add additional parking.

VIII. Agenda Items:

1. Finance Department

Mr. Rodrique Taylor

For Mayor and Council to Approve the City of Fairburn's 2020 Millage Rate at 8.100.

Motion to Approve the City of Fairburn's 2020 Millage Rate at 8.100 was made by Councilman Heath and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 6-0: Motion Carried.

2. Finance Department

Mr. Rodrique Taylor

For Mayor and Council to Approve the City of Fairburn's Proposed FY 2020-2021 Budget. Rodrique Taylor, Interim Finance Director, explained the Proposed Budget for the FY2020-2021 is \$57,137,278, which represents an overall increase of \$2,954,740 or a 5% over the FY2019 adopted Budget. Mr. Taylor stated that the General Fund has a Proposed Budget of \$17,811,065 an increase of \$517,938 or 3% from the prior year. Councilwoman Portis-Jones

stated that she was very disappointed that the employee incentive pay was removed from the budget. Councilwoman Davis stated that she did not notice the incentive pay was removed from the budget and would like to see it added during mid-year. Mayor Carr-Hurst stated that she would be glad to revisit additions during the mid-year budget adjustment. Councilman Pallend stated that he disagrees with the \$60,000 in the budget in proposed expenses for a Public Relations Specialist because he has not seen any work done to promote the City by Mr. Jeff Dickerson. Mayor Carr-Hurst stated that she is happy to provide Council with a report and will do so this week. Motion to approve the FY2020-2021 Budget was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.

Vote: 4-2: Motion Carried.

Councilwoman Portis-Jones and Councilman Pallend voted in opposition.

3. Planning and Zoning

Ms. Tarika Peek

For Mayor and Council to Approve the LCI Downtown Master Plan Contract Award in the amount of \$115,425. Motion to Table the LCI Downtown Master Plan Contract Award in the amount of \$115,425 until the October 12, 2020 Council Meeting was made by Councilwoman Davis and the second was provided by Councilman Pallend.

Vote: 4-2: Motion Carried.

Councilman Heath and Councilman Whitmore voted in opposition.

4. Parks and Recreation

Mr. John Culbreth

For Mayor and Council to Decide the Use of the \$10,000 Donation for the Proposed Dog Park. Mr. John Culbreth, Parks and Recreation Director, explained that location and cost of maintenance of creating a dog park is an issue that must be addressed before the City of Fairburn can implement a dog park. Mr. Culbreth explained that after a conversation with the Ms. Debbie Mullis, donor of the \$10,000 to the City of Fairburn, she would like to install a dog fountain instead of a dog park. After much discussion, it was decided by Mayor and Council that Mr. Culbreth will provide cost estimates for the installation of dog fountain as well as a proposed location and report to Mayor and Council.

VIII. Council Comments:

Councilwoman Davis had no comment.

Councilman Pallend had no comment.

Councilman Whitmore had no comment.

Councilwoman Portis-Jones stated that she is disappointed that we were not able to provide incentive pay for employees in the budget since we are receiving CARES Act funds to supplement continuing hazard pay. Councilwoman Portis-Jones explained that we have always had incentive pay for employees in the spirit of Christmas.

Councilman Heath thanked Mayor and Council for the support of the dog fountain for Ms. Debbie Mullis.

Mayor Pro-Tem Smallwood had no comment.

Mayor Carr-Hurst stated that there is a proposed Special Called Meeting on Thursday, October 1, 2020 to discuss CARES Act expenditures. Mayor Carr-Hurst also informed Council that she will present information on the new fire station in the next few weeks.

At 8:40 pm a Motion to enter Executive Session for litigation from the Regular Meeting was made by Councilwoman Davis with the second provided by Mayor Pro-Tem Smallwood.

Vote: 6-0 Motion Carried.

Motion to enter Open Session at 9:47 pm was made by Councilman Pallend and the second was provided by Councilwoman Davis.

Vote: 6-0 Motion Carried.

IX. Adjournment: At 9:49 pm, with no further business of the City of Fairburn, the Motion to adjourn was made by Councilwoman Davis and the second was provided by Councilwoman Portis-Jones.

Vote: 6-0: Motion Carried.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor



City of Fairburn
Mayor and Council Special Called Meeting- Zoom
October 1, 2020
6:00 pm

- I. The meeting was called to order at 6:00 pm by the Honorable Mayor Carr-Hurst.
- II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

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

The Honorable Hattie Portis-Jones
The Honorable James Whitmore

Councilwoman Linda J. Davis and Councilman Pat Pallend was absent.
The attendance of Council constituted a quorum and the meeting proceeded.

III. Agenda Item:

1. For Mayor and Council to Discuss and Approve CARES Act Funding Expenditures. Mayor Carr-Hurst explained that the City of Fairburn received \$699,575 from Fulton County in CARES Act funding. Mr. Rodrique Taylor, Interim Finance Director, provided a breakdown of proposed expenditures. Mr. Taylor proposed purchasing Face Recognition Thermometers, Signage for City buildings, Zoom Software and Laptops for Telework. Also, Mr. Taylor proposed adding Public Safety Regular Payroll and a Community Food Giveaway. Councilwoman Portis-Jones asked for clarification on if the Emergency Paid Sick Leave Act and Emergency Family and Medical Leave Expansion Act would fit within the timeframe of December 31, 2020 to be consider reimbursable expenses. Mayor Carr-Hurst explained that the Federal Government CARES Act expires on December 31, 2020 according to the current legislation. Mayor Carr-Hurst stated that the City of Fairburn will have to take on the expenses beginning January 1, 2021. Councilman Heath inquired if we could use the CARES Act funds on food giveaways to the community. Mayor Carr-Hurst stated that she received an email from Dick Anderson, County Manager for Fulton County, confirming that the funds can be used for food giveaways as long as the organization is a Nonprofit Organization with 501c3 status. Motion to Approve CARES Act Funding Expenditures was made by Councilwoman Portis-Jones and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 4-0: Motion Carried.

- IV. Adjournment: At 6:26 pm, with no further business of the City of Fairburn, the Motion to adjourn was made by Councilman Whitmore and the second was provided by Councilman Heath.

Vote: 4-0: Motion Carried.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: REZONING 2020090 WITH A CONCURRENT VARIANCE 2020095 – SOUTH CITY PARTNERS ACQUISITIONS, LLC

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

SCP Acquisitions, LLC seeks to rezone 14.979 acres from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) to allow a 287 unit multi-family residential development with a concurrent variance to reduce the required parking from 2 spaces per unit to 1.50 spaces.

The Planning and Zoning Commission reviewed the rezoning with a concurrent variance petition on Tuesday, August 4, 2020.

PLANNING AND ZONING COMMISSION RECOMMENDATION: DENIAL

STAFF RECOMMENDATION: APPROVAL CONDITIONAL


Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Rezoning [2020090] with a Concurrent Variance [2020095] – SCP Acquisitions, LLC

APPLICANT/PETITIONER INFORMATION

Property Owner CLG Fairburn	Petitioner SCP Acquisitions, LLC
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PROPERTY INFORMATION

Address:	0 Renaissance Pkwy [parcel # 09F020100121204, 09F070300270483]
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Land Lot and District:	Land Lot 12, 13, 26, 27, District 9F
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Frontage:	Renaissance Pkwy
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Area of Property:	+/- 14.979 acres
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Existing Zoning and Use:	C-2 (General Commercial District) and Vacant
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Overlay District:	Highway 74 Overlay District
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Prior Zoning Cases/History:	None
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2035 Comprehensive Future Land Use Map Designation:	Highway Mixed Use/Commercial Character Area
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Compatibility with Fairburn's 2035 Comprehensive Plan:	The request to rezone property from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) to allow a 287 unit multi-family residential development is compatible with the Comprehensive Plan and Future Development Map.
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Proposed Zoning:	RM-36 (Multi-family Residential District)
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MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
Tuesday, August 4, 2020

Mayor and City Council Public Hearing
Monday, October 12, 2020

INTENT

A request rezone 14.979 acres from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) to allow a 287 unit multi-family residential development with a concurrent variance to reduce the required parking from 2 spaces per unit to 1.50 spaces.

SURROUNDING ZONING

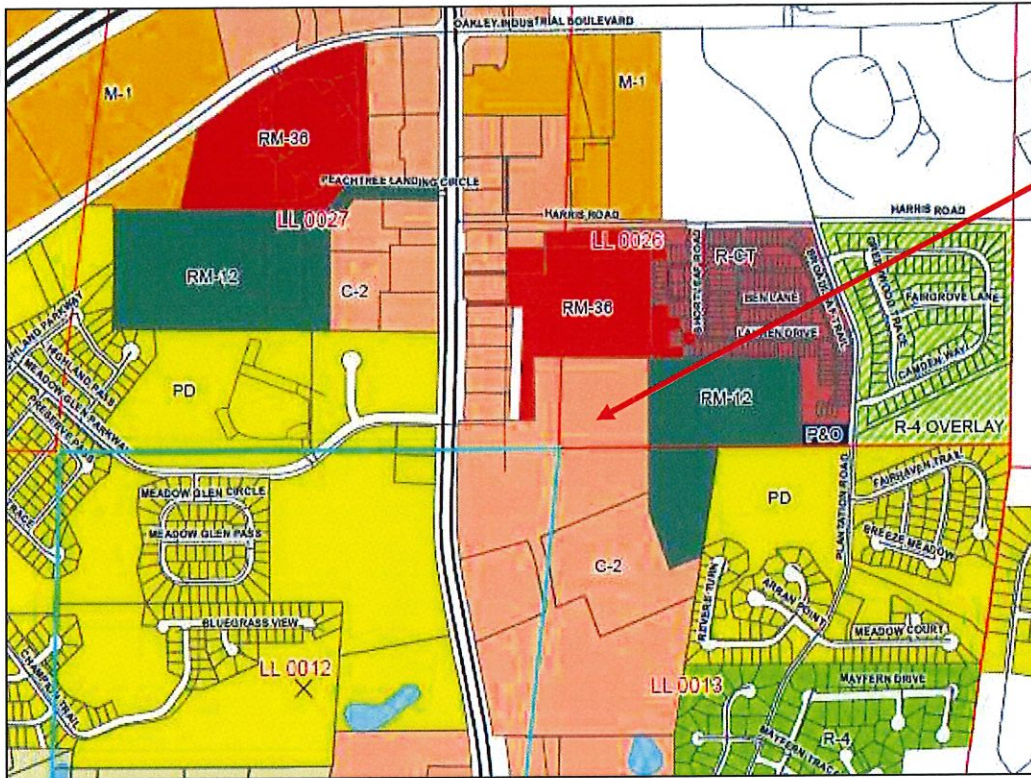
North: RM-36 (Multi-family Residential District) and C-2 (General Commercial District)

East: RM-12 (Multi-family Residential District), R-CT (Residential Condominium/Townhouse District), and R-4 Overlay (Single-family Residential District)

South: C-2 (General Commercial District)

West: C-2 (General Commercial District and PD (Planned Development)

Zoning Map



0 Renaissance Pkwy
287-unit multi-family
residential development
+/- 14.979 acres
Zoned C-2 (General
Commercial District)

PUBLIC PARTICIPATION

The applicant held a public meeting on Wednesday, June 10, 2020 at 1:00 p.m. at Croft House Fairburn clubroom located at 6010 Renaissance Pkwy, Fairburn. There were no property owners in attendance at the meeting; therefore, there were no issues or concerns expressed.

STAFF COMMENTS

Engineering/Public Works: No comments at this time.

Fire: No comments at this time.

Water and Sewer:

Water and sanitary sewer services exist in the vicinity.

ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The applicant is proposing to rezone the subject property to from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) for the construction of a 287-unit multi-family development with a concurrent variance to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit. There is a multi-family development adjacent to the proposed site and vacant land to the rear of the site is zone RM-12 (Multi-family Residential District). Also, there are other multi-family developments in the vicinity.

Staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby properties. The surrounding area consists of: RM-36 (Multi-family Residential District) and C-2 (General Commercial

Residential District) to the north, RM-12 (Multi-family Residential District), R-CT (Residential Condominium/Townhouse District) and R-4 Overlay (Single-family Residential District) to the east, C-2 (General Commercial District) to the south, and C-2 (General Commercial District), and PD (Planned Development) to the west.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

Staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The surrounding properties have a variety of uses, including apartments to the north, single-family residential lots to the east, and commercial to the south and west of the property.

C. Does the property have a reasonable economic use as currently zoned?

Staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Staff is of the opinion that the proposed development will not cause an excessive or burdensome impact on the existing streets, transportation facilities, utilities, or schools.

Impact on Traffic

A traffic control light has been installed at the intersection of Meadow Glen Parkway and Senoia Road/Highway 74. The newly installed light will create easier and safer access for vehicles to travel onto Renaissance Parkway and Senoia Road/Highway 74. Also, the forthcoming I-85 at SR 74/Senoia Road partial cloverleaf interchange project is expected to reduce congestion and provide capacity on the roadway. The project is currently in the right-of-way phase with an anticipated construction start date of fall 2021.

Impact on Utilities

There is water and sanitary sewer services in the vicinity of the proposed development.

Impact on Schools

Based on Fulton County Schools rezoning impact statement, the home schools for the proposed development are Oakley Elementary, Bear Creek Middle, and Creekside High School. The forecasted data for the 2020-2021 school year and proposed impact of the multi-family development are as follows:

HOME SCHOOL	PROJECTED BASELINE ENROLLMENT	GADOE CAPACITY	EST. # NEW FCS STUDENTS GENERATED	PROJECTED UNDER/OVER CAPACITY	
				WITHOUT DEV	WITH DEV
Oakley Elementary	743 to 789	875	11 to 90	-132 to -86	-132 to 4
Bear Creek Middle	1,178 to 1,250	1,075	4 to 25	103 to 175	107 to 200
Creekside	1,787 to 1897	1,875	6 to 51	-88 to 22	-82 to 73
TOTAL			21 to 166		

POSITIVE values indicate numbers of students a facility is over state capacity and **NEGATIVE** values indicate number of students a facility is under state capacity.

The capacity indicates space. However, due to the number of special programs, portable classrooms or other measures may be needed to accommodate the instructional needs of the school.

E. Is the proposal in conformity with the policies and intent of the land use plan?

Staff is of the opinion that the proposal is consistent with the Future Development Map, which designates the site as Highway Mixed Use/Commercial Character Area. The surrounding zoning classifications would support the proposed multi-family development. The development strategies for the Highway Mixed Use Character Area, as referenced in the Comprehensive Plan are:

- Vibrant commercial corridors that provide a comprehensive array of goods and services to Fairburn residents as well as Coweta and Fayette County residents.
- Smaller scale, walkable retail centers with a variety of stores and shops.
- Developments that are accessible and safe for pedestrians and cyclists, as well as automobiles.
- To promote a variety of housing types in the area
- Limit multi-family densities to no more than 16 units acre.
- Building height should be limited to three (3) stories.
- Multi-family and townhouse should be used as a transition from the intense commercial use to the residential uses.

The appropriate land use for the Highway Mixed Use Character Area, as referenced in the Comprehensive Plan are:

- Retail Sales of Goods (Clothing, Shoes, Accessories, Gifts, Sporting Goods, etc.)
- Grocery Stores
- Restaurants/Cafés
- Drug Stores/Pharmacies
- Dry Cleaners
- Medical and Professional Offices/Other Service Providers
- Theaters

The appropriate zoning districts in the Highway Mixed Use/Commercial Character area includes C-1 (Neighborhood Commercial), C-2 (General Commercial), O&I (Office Institutional), RM-12 (Multi-family Residential), and RM-36 (Multi-family Residential).

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Staff is of the opinion that there are no existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or denial of the applicant's proposal. However, the applicant states in the letter of intent, "the growth of Atlanta's southern I-85 corridor, coupled with the current development and expansion of Hartsfield-Jackson Airport lead us to believe there will be a continued increase in demand for housing in the immediate future."

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

Staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resource, environment, or citizens of Fairburn.

VARIANCE CONSIDERATIONS

Section 80-251 Variances Considerations:

Variances shall only be granted upon showing that:

- (1) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of this chapter; or
- (2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public, or
- (3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

The applicant is requesting a concurrent variance as outlined below.

1. Variance from section 80-337(b)(1) to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit. (2020095)

Findings:

Staff is of the opinion that the request to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit is in harmony with the intent of the Zoning Ordinance and would not be a detriment to adjacent properties. The proposed 287-unit multi-family residential development would require 574 parking spaces and the applicant is proposing 424 surface parking spaces and 30 garage spaces, a difference of 120 spaces. The off-street parking regulations does not provide separate standards for multi-family or single-family development. Both residential uses require 2 parking spaces per dwelling units. The applicant is proposing 187 one-bedroom units, 86 two-bedroom units and 14 three-bedroom units. Majority of the units are one and two bedroom units; therefore, additional parking spaces will not be required to accommodate the number of proposed units. Additionally, the request is consistent with industry standards (1 to 1.5 spaces for 1 bedroom, 1.5 to 2 spaces for 2 bedrooms and 1.75 to 2 spaces for 3 bedrooms).

STAFF RECOMENDATION

It is the opinion of staff that the rezoning request is in conformity with the Future Development Map, which designates the site as Highway Mixed Use. The rezoning of the property from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) will not adversely affect the surrounding properties. There are multi-family residential uses adjacent to the subject property and in the vicinity. The proposal to develop a multi-family residential development in the Highway 74/Senoia Road corridor is consistent with the goals and objectives of the Comprehensive Plan and the Highway Mixed Use appropriate uses. Also, an increase in residential density will provide a greater opportunity to attract quality retail and commercial development along the corridor.

Staff recommends **APPROVAL CONDITIONAL** of the rezoning and concurrent variance petitions.

Should the Mayor and City Council decide to rezone the subject property from C-2 (General Commercial District) to RM-36 (Multi-family Residential District) to allow a 287-unit multi-family residential development, staff recommends the conditions listed below. The applicant's agreement to these conditions would not change staff's recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council:

A. To restrict the use of the subject property as follows:

1. Residential units at density no greater than 20 units per acre or 287 units, whichever is less.

B. To the owner's agreement to abide by the following:

1. The property shall be developed in substantial conformity with the Zoning Site Plan dated received October 2, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.

C. To the owner's agreement to the following site development considerations:

- a. Minimum nine (9) foot ceilings. Excluding fur downs for HVAC and plumbing.
- b. Full amenity package including recreation area, courtyards, swimming pool, fitness center, and club room.
- c. The number of three (3) bedroom units shall be limited to no more than ten percent (10%) of the total number of units.
- d. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.
- e. All roof mounted equipment shall be screened from the public right-of-way.
- f. Property shall have an entry gate at all access points and a fence surrounding the residential portion of the property. Wood fencing material shall be prohibited. Stream buffers shall be excluded from this requirement.
- g. Garages shall be provided for ten (10) percent of total number of units.
- h. A minimum of two (2) alternative fuel vehicle charging stations.

Staff recommends **APPROVAL** of the concurrent variance from section 80-337(b)(1) to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit.

ATTACHMENTS

Letter of Intent

Impact Analysis & Variance Considerations

Conceptual Site Plan dated received October 2, 2020

Building Elevations dated received May 28, 2020

May 28th, 2020



Tarika Peek

City of Fairburn Planning & Zoning Department

26 W. Campbellton St.

Fairburn, Ga 30213

Renaissance Pkwy Site

Parcel ID# 09F020100121204 & 09F070300270483

Dear Tarika Peek,

As the potential owner of land lots 12, 13, 26 and 27 in district 9 of the City of Fairburn, we would like to propose a change from the current zoning of C-2 to the zoning of RM-36, with concurrent variances relating to minimum parking spaces, as well as minimum 1 bedroom size. The concurrent variances requested would reduce the minimum parking spaces from 2 spaces per unit to 1.50 spaces per unit, ~~as well as reduce the~~ ^{JP} ~~minimum 1 bedroom size from 700 square feet to a minimum of 625 square feet.~~ Under the zoning category of RM-36, the property will be used as a multi-family residential development. The site plan we have submitted utilizes the allowable densities under the RM-36 zoning code, for a total of 287 apartment units. The apartment units will be accompanied by manicured park space, extensive resort style amenities, as well as top-of-market unit finishes and design that will continue to improve on the quality of construction in the City of Fairburn.

From our experience in the Fairburn market, after developing and operating both Solstice and Croft House Fairburn, we have found 1.50 parking spaces per unit provides ample parking for the entire community. The market has also proven both a demand and desire for smaller 1 bedroom floor plan options within the available unit mix, as it provides a more affordable housing option, without compromising the quality of the apartment.

The SR-74 corridor provides a unique opportunity for high density multi-family housing. The locational advantage of SR-74 to I-85 means that many corporate professionals are able to choose this location over neighboring communities such as Peachtree City, Fayetteville, Newnan and Tyrone. With an ongoing 6 billion-dollar Hartsfield-Jackson expansion, as well as expansions by Amazon, Pinewood Studios, Atlanta Metro Studios, Walmart, Procter and Gamble and many others, we believe there is opportunity to continue to cultivate new residents for the Fairburn market. We believe that many of these new Fairburn residents will be young working professionals, many with disposable income. By granting South City Partners RM-36 zoning rights, The City of Fairburn will be able to continue growing its population, which in turn offers the opportunity to continue fostering the growth of restaurants, retail and other small businesses experiencing difficulties outlined in the Fairburn Urban Redevelopment Plan.

The team at South City Partners looks forward to hearing from you.

Sincerely,

South City Partners



Sean A. Rosko

Project Manager

3715 Northside Parkway, STE 1-310, Atlanta, Georgia 30327,

Tel: 404-287-0063, Fax: 404-855-2845



IMPACT ANALYSIS

Applicant: SCP Acquisitions, LLC

Analyze the impact of the proposed rezoning and answer the following questions:

1. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? The Proposed use for the property as multi-family residential is compatible with the surrounding residential, commercial and industrial businesses.
2. Does the proposal adversely affect the existing use or usability of adjacent or nearby property? The usability of surrounding properties will not be negatively affected. The proposed use will have a more positive affect on surrounding business and residents than the current zoning of C-2.
3. Does the property have a reasonable economic use as currently zoned? There is not a reasonable economic use as currently zoned. With the large abundance of shopping on Senoia Road, we believe multi-family residential is the highest and best use for this property.
4. Will the proposal result in a use that could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools? We do not forecast this property causing a burden to any existing streets, transportation, utilities, or schools.
5. Is the proposal in conformity with the policies and intent of the land use plan? The land use plan calls for this area to be highway mixed use. While our plan does not specifically conform on site, it does conform in the larger sense, as it blends well into the existing residential and commercial surrounding this property.
6. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal? The growth of Atlanta's southern I-85 corridor, coupled with the current development and expansion of Hartsfield-Jackson Airport lead us to believe there will be a continued increase in demand for housing in the immediate future.
7. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment and citizens of City of Fairburn? No, this could not be considered environmentally adverse. With park space, and abundant landscaping, the property will be a positive addition to the environment and surrounding areas.

Attach additional sheets as needed.

CHECK ONE OF THE FOLLOWING REQUESTED VARIANCE TYPES IN SECTION II.

SECTION II VARIANCES REQUIRING PUBLIC HEARING BY THE PLANNING AND ZONING COMMISSION OR CITY COUNCIL

- ☐ 1) **PRIMARY VARIANCE:** Seeks relief from any provision in the Zoning Ordinance that is not being handled as a minor variance or administrative minor variance.
- ☐ 2) **SECONDARY VARIANCE:** Seeks relief from variance decisions and interpretations made by the zoning administrator or relief from minor variance or administrative minor variance requests.
- ☒ 2) **CONCURRENT VARIANCE:** Seeks relief from any provision in the Zoning Ordinance when filed simultaneously with a rezoning, use permit, or zoning modification request on the same property.

MINOR & ADMINISTRATIVE MINOR VARIANCES
[NO PUBLIC HEARING REQUIRED]

- ☐ 1) **MINOR VARIANCE:** Seeks relief from the minimum yard requirements, not to exceed 10% of required setback (example: 35-foot front yard = 3.5-foot variance)
- ☐ 2) **ADMINISTRATIVE MINOR VARIANCE:** Relief requiring 1 foot or less from required building setback

VARIANCE CONSIDERATIONS:

- 1) Relief, if granted, would be in harmony with, or, could be made to be in harmony with, the general purpose and intent of this chapter; or
With relief, the zoning ordinance still serves its purpose.
The intent of the variance is to allow for more usable, open
space for the residents of the community.
- 2) The application of the particular provision of this chapter to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public; or
The application of this particular zoning provision would create unnecessary
hardship for the owner as well as any residents of the development. An over
abundance of parking takes away valuable amenity space instead of adding
value to the property.
- 3) Conditions resulting from existing foliage or structures bring about a hardship whereby a sign meeting minimum letter size, square footage and height requirements cannot be read from an adjoining public road.

Site Data:

Current Zoning: C-2

Proposed Zoning: RM-36

Hwy 74 Overlay

Total Acreage: +/- 14.92 acres
over 30% open space

Total Units:

+/- 287 multi-family units including:

10 carriage units

65% 1 bedroom units

30% 2 bedroom units

5% 3 bedroom units

424 surface parking spaces

30 garage spaces

454 total spaces 1.5 spaces/unit



Senoia Road - Highway 74

C-2

C-2
City of Fairburn

summit
Engineering Consultants, Inc.

SOUTH CITY
PARTNERS

Power Line Easement



0 40 80 120 ft

SCP-Renaissance Park
Fairburn, Georgia



This artist rendering is illustrative and conceptual in nature and subject to change without notice.

RECEIVED

Zoning Plan

October 2, 2020

OCT 02 2020

Initial: JP



RENAISSANCE PARKWAY

FAIRBURN, GEORGIA
CONCEPTUAL DESIGN • 04-03-2020

SCP2020-02

RECEIVED

MAY 28 2020

Initial: SP

DYNAMIK
DESIGN



RENAISSANCE PARKWAY

FAIRBURN, GEORGIA
CONCEPTUAL DESIGN • 04-03-2020

SCP2020-02



DARK VINYL WINDOWS
 ASPHALT SHINGLES
 DARK GRAY CEMENTITIOUS LAP SIDING
 BEIGE CEMENTITIOUS PANEL
 DARK GRAY CEMENTITIOUS PANEL



DARK GRAY CEMENTITIOUS PANEL
 DARK VINYL WINDOWS
 DARK GRAY CEMENTITIOUS BOARD AND BATTEN
 ASPHALT SHINGLES
 DARK GRAY CEMENTITIOUS LAP SIDING
 STONE (BEIGE)
 DARK GRAY CEMENTITIOUS TRIM
 DARK GRAY CEMENTITIOUS PANEL
 BEIGE CEMENTITIOUS PANEL
 BLACK STEEL PICKET RAILING



RENAISSANCE PARKWAY

FAIRBURN, GEORGIA
 CONCEPTUAL DESIGN • 04-03-2020

SCP2020-02



Legal Description

All that tract or parcel of land lying and being in Land Lots 12, 13, 26 and 27 of the 9th District, City of Fairburn, Fulton County, Georgia and being more particularly described as follows:

BEGINNING at a point being the southwest corner of Tract 1B per Plat Book 417, Page 68 of Fulton County records, said point lying at the southeast corner of the end of the dedicated R/W of Coventry Parkway (70' R/W) per Plat Book 408, Page 142, from point thus established and running along said easterly Right of Way of Coventry Parkway North 01° 53' 38" East a distance of 205.16 feet to an iron pin set; thence leaving said Right of Way and running South 89° 17' 27" East a distance of 865.70 feet to an iron pin set; thence South 00° 26' 50" West a distance of 353.63 feet to an iron pin set on the Land Lot Line common to Land Lots 13 and 26; thence South 00° 26' 50" West a distance of 278.33 feet to an iron pin set; thence South 69° 07' 03" West a distance of 760.42 feet to an iron pin set on the easterly Proposed Right of Way of Coventry Parkway (80' R/W, said road does not lie centered or parallel with the Proposed Right of Way); thence running along said Right of Way the following courses: North 16° 39' 55" West a distance of 141.70 feet to an iron pin set; thence North 17° 46' 06" West a distance of 345.76 feet to an iron pin set; thence running along a curve to the right an arc length of 79.39 feet, (said curve having a radius of 235.00 feet, with a chord bearing of North 08° 04' 49" West, and a chord length of 79.01 feet) to an iron pin set; thence North 01° 51' 39" East a distance of 165.49 feet to an iron pin set; thence North 89° 53' 27" West a distance of 5.12 feet to the TRUE POINT OF BEGINNING. Said tract contains 14.979 Acres (652,475 Square Feet).

Re: REZONING ORDINANCE 2020090
CONCURRENT VARIANCE 2020095
Property of SCP Acquisitions, LLC
0 Renaissance Pkwy
09F020100121204, 09F070300270483
14.979 acres; Land Lots 12, 13, 26 & 27
District 9F
Fairburn, Fulton County, Georgia

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM C-2 (GENERAL COMMERCIAL) DISTRICT TO RM-36 (MULTI-FAMILY RESIDENTIAL) DISTRICT WITH A CONCURRENT VARIANCE TO REDUCE THE REQUIRED PARKING FROM 2 SPACES PER UNIT TO 1.50 SPACES PER UNIT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

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

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the Subject Property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from C-2 (General Commercial) District to RM-36 (Multi-Family Residential) District with the following conditions:

A. To the owner's agreement to restrict the use of the subject property as follows:

1. Residential units at density no greater than 20 units per acre or 287 units, whichever is less.

B. To the owner's agreement to abide by the following:

1. The property shall be developed in substantial conformity with the Zoning Site Plan received October 2, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.

C. To the owner's agreement to the following site development considerations:

- a. Minimum nine (9) foot ceilings. Excluding fur downs for HVA and plumbing.

- b. Full amenity package including recreation area, courtyards, swimming pool, fitness center and club room.
- c. The number of three (3) bedroom units shall be limited to no more than ten percent (10%) of the total number of units.
- d. Exterior materials shall be a minimum of thirty percent (30%) brick or stone and forty percent (40%) stone or other cementitious material. Vinyl siding and veneers shall be prohibited.
- e. All roof mounted equipment shall be screened from the public right-of-way.
- f. Property shall have an entry gate at all access points and a fence surrounding the residential portion of the property. Wood fencing material shall be prohibited. Stream buffers shall be excluded from this requirement.
- g. Garages shall be provided for ten (10) percent of total number of units.
- h. A minimum of two (2) alternative fuel vehicle charging stations.

Section 2. That the concurrent variance to the rezoning is as follows:

- 1. Variance from Section 80-337(b)(1) to reduce the required parking from 2 spaces per unit to 1.50 spaces per unit.

Section 3. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 4. That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 5. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 6. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 14th of September and continued to October 12, 2020, Mayor and City Council meeting.

Section 7. This Ordinance shall become effective on the 12th day of October, 2020.

Section 8. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 12th day of October, 2020, by the Mayor and Council of the City of Fairburn, Georgia.

ATTEST:

Elizabeth Carr-Hurst, Mayor

Arika Birdsong-Miller, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

**SUBJECT: REZONING [2020109] WITH A CONCURRENT USE PERMIT [2020114] - C4
BULLSBORO, LLC**

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

Submitted: 10/06/2020

Works Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

C4 Bullsboro, LLC seeks to rezone 2.93 acres from R-3 (Single Family Residential) to M-1 (Light Industrial) with a concurrent use permit to allow a truck terminal on 5.33 acres with 99 parking spaces.

The Planning and Zoning Commission reviewed the rezoning with a concurrent use permit petition on Tuesday, September 1, 2020.

PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

STAFF RECOMMENDATION: APPROVAL CONDITIONAL


Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Rezoning [2020109] with a concurrent Use Permit [2020114] – C4 Bullsboro, LLC

APPLICANT/PETITIONER INFORMATION

Property Owners

Irving Cantrell
Paul Gable

Petitioner

C4 Bullsboro, Inc.

PROPERTY INFORMATION

Address: 141 Jonesboro Road, 151 Jonesboro Road, 185 Jonesboro Road, 25 Heath Street – Rezoning Request

The Use Permit request includes the above-mentioned properties and 169 Jonesboro Road (parcel 09F170300660210) and 39 Heath Street.

Land Lot and District: Land Lot 66, District 9F

Frontage: Jonesboro Road and Heath Street

Area of Property: +/- 2.93 acres (Rezoning) and 5.33 (Use Permit)

Existing Zoning and Use: R-3 (Single Family Residential) and M-1 (Light Industrial)

Overlay District: Town Center Mixed Use

Prior Zoning Cases/History: None

2035 Comprehensive Future Land Use Map Designation: Town Center Mixed Use

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
Tuesday, September 1, 2020

Mayor and City Council Public Hearing
Monday, October 12, 2020

INTENT

A request rezone 2.93 acres from R-3 (Single Family Residential) to M-1 (Light Industrial) with a concurrent use permit to allow a truck terminal on 5.33 acres with 99 parking spaces.

SURROUNDING ZONING

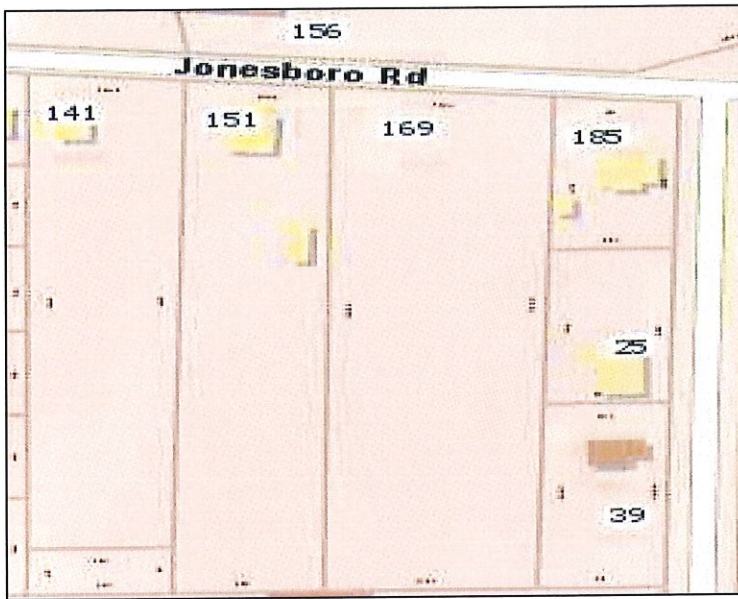
North: M-1 (Light Industrial District)

East: M-1 (Light Industrial District)

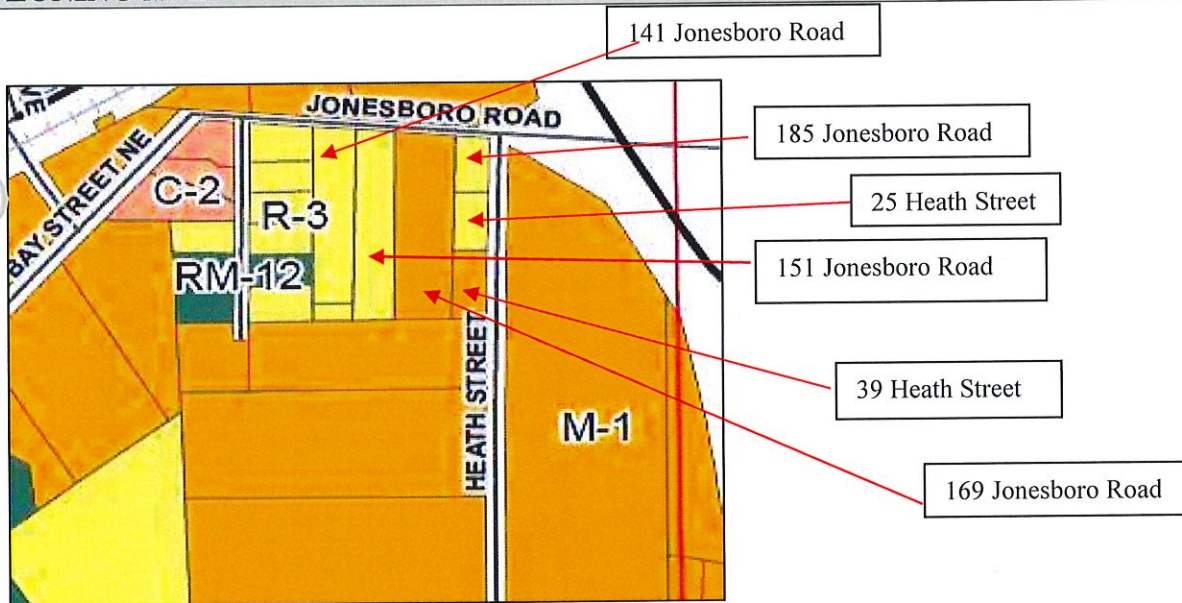
South: M-1 (Light Industrial District)

West: R-3 (Single Family Residential District), RM-12 (Multi-family Residential District), C-2 (General Commercial District), and M-1 (Light Industrial District)

PARCEL MAP



ZONING MAP



PUBLIC PARTICIPATION

The applicant held a public meeting via Zoom on Friday, August 7, 2020 at 6:00 p.m. Based on the applicants public participation report, the only question presented to the applicant was regarding distance of the truck terminal from the residential houses. The applicant stated that a 50-foot setback is required adjacent to the residentially zoned property.

STAFF COMMENTS

Engineering/Public Works:

1. (a) When property fronting on an existing city street is to be developed or when the property is to be accessed from the existing city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire

property frontage at no cost to the city. Required improvements shall not be less than provided in these regulations for the designated street classification. [Sec. 71-37 (a)]

(b) Widening, curb and gutter and drainage shall be provided by the developer from the centerline of the existing roadway along the side of the road upon which the property abuts. In lieu of installation of curbs and gutters and/or related drainage improvements, the developer must have presented to and received approval by the city for a street improvement and stormwater drainage plan for the development and its affected environs. Said plan must provide for adequate stormwater drainage, and will further address, as a minimum, street grading, paving, and curbs and gutters, and/or other innovative provisions for said drainage. This plan must conform to the applicable standards and specification established by the city and be prepared, signed, and sealed by a state-registered professional engineer.

(c) The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements.

[Sec. 71-37 (a)(b)(c)]

2. Turning lanes shall be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - o Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - o Provide taper lengths of not less than 100 feet.
 - o Longer storage and taper lengths may be required when traffic projections indicate they are justified.

[Sec. 71-38(4)]

3. All new streets or street widening sections shall be provided with curb and gutter, except as provided herein under. All gutters shall drain smoothly with no areas of ponding. In lieu of installation of curbs and gutters and/or related improvements, the developer must have presented to and received approval by the city for a street improvements and stormwater drainage plan for the development and its affected environs. Said plan must provide for adequate stormwater drainage, and will further address as a minimum, street grading, paving, and curbs and gutters, and or other innovative provisions for said drainage. This plan must conform to the applicable standards and specifications established by the city and be prepared, signed, and sealed by a state registered professional engineer.

[Sec. 71-45(a)]

4. Sidewalks are required on all street frontages regardless of the zoning district in which the street is located. All sidewalks shall have a minimum width of five feet (unless otherwise provided in this chapter) and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards and be subject to review and approval by the city engineer and/or director of building.
5. Minimum traffic control devices for nonresidential developments shall include those devices for residential developments and lane and centerline markings, stop lines, and parking space markings. Additionally, appropriate other signs and signals shall be provided by the developer.

[Sec. 71-47(c)]

6. All pavement markings installed on asphalt within the public right-of-way shall be thermoplastic material; 1.5-inch black contract tape shall be installed for crosswalks on concrete.
7. Dry detention ponds shall be designed to provide for positive drainage on the pond floor to the outlet of the pond. Side slopes shall be designed to have a maximum of three-feet horizontal to one-foot vertical (3:1) slopes. If the 100-year maximum water surface depth is equal to or greater than four feet, then a black, vinyl-coated, four-foot-high chainlink fence with top and bottom rails shall be constructed around the detention pond with a 20-foot gate provided to allow access.

[Sec. 65-391 (a)].

Fire: No comments at this time.

1. Sec. 71-76. - Location of water mains, fire hydrants and other fixtures.

(b) Fire hydrant spacing. Fire hydrant spacing shall be provided as requested by the fire chief and as follows:

- (3) For office-institutional, commercial and industrial, fire hydrants shall be spaced not more than 400 feet apart so all portions of buildings can be reached by hose lays of not more than 400 feet.

Water and Sewer:

No comments at this time.

Planning and Zoning:

1. Onsite security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
2. Demonstrate that no other truck terminal is located within 5,000 feet in any direction from an existing similar use.
3. Ten feet perimeter landscape area is required along a public street right-of-way. Landscaping islands will not be required for truck parking areas. However, trees that would have been required in each parking island will be required to be planted along the perimeter landscape strip. Please provide calculations for the number of parking islands that would have been required and total trees that will be planted along the perimeter landscaping strip. [Section 80-336]
4. A 50-foot undisturbed vegetated buffer is required adjacent to residentially zoned properties. [Section 80-372]

ZONING IMPACT ANALYSIS

A. Does the proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

The applicant is proposing to rezone the subject property from R-3 (Single Family Residential) to M-1 (Light Industrial) to allow a truck terminal with 99 parking spaces.

Staff is of the opinion that the proposed use is suitable in view of the use and development of adjacent and nearby properties. The surrounding area consists of: M-1 (Light Industrial) to the north, M-1 (Light Industrial) to the east, M-1 (Light Industrial) to the south, R-3 (Single Family Residential), RM-12 (Multi-family Residential), C-2 (General Commercial), and M-1 (Light Industrial) to the west. The subject property is surrounded mostly by M-1 (Light Industrial) uses.

B. Does the proposal adversely affect the existing use or usability of adjacent or nearby property?

Staff is of the opinion that the proposal if approved will not have an adverse impact on the use or usability of adjacent or nearby properties. The applicant will be required to maintain a 50-foot undisturbed vegetation buffer adjacent to the residentially zoned properties. Also, a 6-foot fence will be installed along the perimeter of the lot with 24 hour, 7 days a week on-site security.

C. Does the property have a reasonable economic use as currently zoned?

Staff is of the opinion that the subject property has a reasonable economic use as currently zoned.

D. Will the proposal result in a use that could cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools?

Staff is of the opinion that the proposed development will not cause an excessive or burdensome impact on the existing streets, transportation facilities, utilities, or schools.

E. Is the proposal in conformity with the policies and intent of the land use plan?

The subject property is in the Town Center Mixed Use Character Area which states the appropriate uses are:

- Mixed use
- Civic/institutional/educational
- Residential (all types)
- Commercial/retail/office
- Small scale low intensity industrial that fits into appropriately scaled and designated structures

The appropriate zoning districts in the Town Center Mixed Use Character area includes DTMU (Downtown Mixed Use), R-3 (Single Family Residential), R-4 (Single Family Residential), RM-12 (Multi-family Residential), RM-36 (Multi-family Residential), R-CT (Residential Condominium Townhouse), O&I (Office Institutional), and M-1 (Light Industrial).

F. Are there existing or changing conditions that affect the use and development of the property which support either approval or denial of the proposal?

Staff is of the opinion that there are no existing or changing conditions affecting the use and development of the property, which give supporting grounds for approval or denial of the applicant's proposal.

G. Does the proposal permit a use that can be considered environmentally adverse to the natural resources, environment, and citizens of Fairburn?

Staff is of the opinion that the proposal would not permit a use which could be considered environmentally adverse to the natural resource, environment, or citizens of Fairburn.

USE PERMIT CONSIDERATIONS

Section 80-172 Use Permit Considerations: Staff has reviewed said items pertaining to the subject use, and offers the following comments:

- 1. Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council;**
Staff is of the opinion that the proposal is consistent with the Comprehensive Plan and Future Land Use Map, which designates the site as Town Center Mixed Use. The Comprehensive Plan states, "The centralized location of Downtown Fairburn is ideal for denser town center mixed-use development patterns, with residential, commercial, civic, institutional, office, educational, and certain low intensity uses all within this character area."
- 2. Compatibility with the land uses and zoning districts in the vicinity of the property for which the use permit is proposed;**
Staff is of the opinion that the proposed use of the land for a truck terminal is compatible with the land uses and zoning in the vicinity of the property. The surrounding area consists of the following zoning districts: M-1 (Light Industrial) to the north, M-1 (Light Industrial) to the east, M-1 (Light Industrial) to the south, and R-3 (Single Family Residential), RM-12 (Multi-family Residential), C-2 (General Commercial), and M-1 (Light Industrial) to the west.
- 3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;**
Staff is not aware of the proposed use to be in violation of local, state, and/or federal statutes, ordinance or regulations governing land development.
- 4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets**
Staff is of the opinion that additional truck traffic will occur on the adjoining roads, but the impact should be minimal. There is not expected negative impacts to pedestrian flow on the adjoining roads.
- 5. The location and number of off-street parking spaces;**
The applicant is proposing 99 truck parking spaces.
- 6. The amount and location of open space;**
The M-1 (Light Industrial) does not require land to be set aside for open space. However, the applicant will be required to abide by the city's buffer and landscape regulations.
- 7. Protective screening;**
The applicant will be required to provide a 50-foot undisturbed vegetated buffer adjacent to the residentially zoned properties. Also, 6-foot fencing around the perimeter of the subject property is required.
- 8. Hours and manner of operation;**
The truck terminal will be in operations 24 hours, 7 days a week.
- 9. Outdoor lightning; and**
Adequate outdoor lighting will be installed on the property. The applicant will be required to meet or exceed the city's regulations.

10. Ingress and egress to the property

The proposed truck terminal will have one means of ingress and egress onto the lot from Jonesboro Road.

STAFF RECOMENDATION

The Atlanta Regional Commission completed a regional truck parking assessment study in April 2018. [See the attached documents] The study states, "One of the biggest challenges faced by truck drivers in the country today is finding safe authorized parking for their vehicles and cargo. Over the past decade, this issue has become a priority with the U.S. Department of Transportation (DOT) and many state DOTs. As freight and logistics levels continue to quickly grow within the Atlanta region and state of Georgia, the challenges associated with truck parking have followed suit." The general study findings include:

- There is a lack of parking supply throughout the region that will worsen in the future
- I-285 is particularly challenging for truck parking
- The mandatory requirement for Electronic Logging Devices (ELDs) within all commercial vehicles is projected to increase demand
- Significant ongoing growth of industrial development in the Atlanta Region is expected to increase truck volumes and parking demand
- Recommended solutions vary based upon perspective within the trucking industry

One of the recommendations from the study is to add and/or expand truck parking supply throughout the metro Atlanta region. Adding more truck parking spaces will help alleviate illegal parking of trucks along roads and in retail/commercial lots. With adequate truck parking options, the safety of motorists will likely improve because trucks are not parking on ramps and roadsides, which obstruct the view of motorists and increase the likelihood of crashes.

Based on the land use [zoning] compatibility of the surrounding properties and the Atlanta Regional Commission's Truck Parking Assessment Study (2018) findings and recommendations, staff is recommending **APPROVAL CONDITIONAL** of the rezoning of 2.93 acres and a concurrent use permit petition to allow a truck terminal on 5.33 acres with 99 truck parking spaces.

Should the Mayor and Council decide to approve the rezoning of the subject properties from R-3 (Single Family Residential) to M-1 (Light Industrial) to allow the truck terminal, staff recommends the conditions listed below:

1. To restrict the use of the subject property as follows:
 - a. Truck terminal
 - b. Permitted uses under M-1 (Light Industrial), excluding food processing plants and truck stop
2. To the owner's agreement to abide by the following:
 - a. The property shall be developed in substantial conformity with the Conceptual Site Plan dated received July 6, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.
3. To the owner's agreement to the following site development considerations:
 - a. Installation of a vinyl coated 6-foot fence shall be installed along the perimeter of the lot.
 - b. A 50-foot undisturbed vegetated buffer shall be installed adjacent to residentially zoned properties. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Easter Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.

Should the Mayor and Council decide to approve the use permit to allow the truck terminal, staff recommends the conditions listed below:

- a. On-site security shall be provided by the owner/operator of the truck terminal 24 hours a day, 7 days a week. Prior to the issuance of the Certificate of Completion, a security monitoring affidavit shall be submitted to the Community Development Department.
- b. No long-term storage [not to exceed 21 days] of trailers or trucks shall be allowed on the lot.
- c. No overnight or sleeping facilities shall be provided on the lot.

The applicant's agreement to the conditions would not change staff's recommendations. The conditions shall prevail unless otherwise stipulated by the Mayor and City Council:

ATTACHMENTS

Letter of Intent


Conceptual Site Plan dated received July 6, 2020

Atlanta Regional Commission Regional Truck Parking Assessment Study - April 2018

TABLE 4.10. PARKING DEMAND ANALYSIS RESULTS - 2012 AND 2045

Parking Surplus or Deficit		
Corridor	2012	2045
I-20 West	(368)	37
I-85 South	(96)	110
I-75 South	(87)	223
I-285 West	21	349
I-675	50	106
I-20 East	88	413
I-285 South	97	307
I-75 North	147	695
I-85 North	303	830
I-285 NE	456	802

Legend

-  Up to 400 space Surplus
-  Up to 100 space Surplus
-  Up to 100 space Deficit
-  Up to 150 space Deficit
-  Up to 300 space Deficit
-  Up to 900 space Deficit

All that tract or parcel of land lying and being in land lot 66 of the 9th. District, City of Fairburn, Fulton County, Georgia, and being more particularly described as follows

Beginning at a rebar set at the intersection of the Southerly right of way of Jonesboro Rd. (40' R/W) and the Westerly right of way of Heath St.(60' R/W)

Thence S 01°19'35" W along the Westerly right of way of Heath St. A Distance Of 512.44' to a iron rod found

Thence N 89°35'18" W leaving said right of way A Distance Of 340.93' to a rebar set

Thence N 00°11'24" E A Distance Of 47.53' to a rebar set

Thence S 89°56'45" W A Distance Of 103.55' to a rebar set

Thence N 00°33'41" E A Distance Of 41.95' to a rebar found

Thence N 00°14'10" W A Distance Of 89.91' to a crimp top pipe found

Thence N 01°29'56" E A Distance Of 90.83' to a rebar found

Thence N 00°20'56" E A Distance Of 89.99' to a rebar found

Thence N 00°32'27" E A Distance Of 90.09' to a rebar found

Thence N 00°38'25" E A Distance Of 95.19' to a rebar found on the Southerly right of way of Jonesboro Rd.

Thence S 85°30'15" E along said right of way A Distance Of 452.69' to a rebar set

Which Is The Point Of Beginning, having an area of 5.330 acres

Re: REZONING 20-20109
141 Jonesboro Road, 151 Jonesboro Road, 185
Jonesboro Road, 25 Heath Street
2.93 acres
USE PERMIT 20-20114
141 Jonesboro Road, 151 Jonesboro Road, 185
Jonesboro Road, 25 Heath Street, 169 Jonesboro
Road and 39 Heath Street
Property Owners Irving Cantrell and Paul Gable
5.33 acres; Land Lot 66
District 9F
Fairburn, Fulton County, Georgia

AN ORDINANCE TO REZONE CERTAIN PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF FAIRBURN FROM R-3 (SINGLE-FAMILY RESIDENTIAL DISTRICT) TO M-1 (LIGHT INDUSTRIAL DISTRICT) WITH A CONCURRENT USE PERMIT; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES

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

Section 1. That the City of Fairburn Zoning Ordinance be amended, and the official maps established in connection therewith be changed so that the property located in the City of Fairburn as indicated on Exhibit "A" to this Ordinance be changed from R-3 (Single-Family Residential District) to M-1 (Light Industrial District) with the following conditions:

- 1. To restrict the use of the subject property as follows:**
 - a. Truck Terminal
 - b. Permitted uses under M-1 (Light Industrial), excluding food processing plants and truck stop.
- 2. To the owner's agreement to abide by the following:**
 - a. The property shall be developed in substantial conformity with the Conceptual Site Plan dated received July 6, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the City's ordinances prior to the approval of a Land Disturbance Permit. Any major deviation from this site plan is subject to approval by the City Engineer or designee.
- 3. To the owner's agreement to the following site development considerations:**
 - a. Installation of a vinyl coated 6-foot fence shall be installed along the perimeter of the lot.

b. A 50-foot undisturbed vegetated buffer shall be installed adjacent to residentially zoned properties. A combination of existing trees and newly planted trees (where insufficient vegetation exists) shall be installed to establish the buffer. New trees shall be 8'-10' in height at the time of installation. Newly planted trees shall consist of one or a combination of the following trees: Leyland Cypress, Eastern Red Cedar, Southern Magnolia, Virginia Pine, Arborvitae, Savannah Holly, Nellie R. Stevens Holly.

Section 2. That the concurrent use permit to the rezoning be approved subject to the following conditions:

a. On-site security shall be provided by the owner/operator of the truck terminal 24 hours a day, 7 days a week. Prior to the issuance of the Certificate of Completion, a security monitoring affidavit shall be submitted to the Community Development Department.

b. No long-term storage [not to exceed 21 days] of trailers or trucks shall be allowed on the lot.

c. No overnight or sleeping facilities shall be provided on the lot.

Section 3. Pursuant to Chapter 80. Article IV, Section 80-171(5)(b) of the City of Fairburn Zoning Ordinance, concurrent use permit, if granted, shall expire within three years from the date of approval of this resolution, unless a land disturbance permit, building permit, business license or certificate of occupancy has been issued.

Section 4. That the property shall be developed in compliance with the conditions of approval as stated in this Ordinance. Any conditions hereby approved do not authorize the violation of any district regulations; and

Section 5. That the official maps referred to, on file in the Office of the City Clerk, be changed to conform with the terms of this Ordinance; and

Section 6. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 7. Pursuant to the requirements of the Zoning Procedures Act and the City Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 12th day of October, 2020; and

Section 8. This Ordinance shall become effective on the 12th day of October, 2020.

Section 9. All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed.

APPROVED this 12th day of October, 2020, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Arika Birdsong-Miller, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: USE PERMIT 2020108 – 1162 HWY 54 EAST, LLC

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

Submitted: 10/06/2020

Work Session: N/A

City Council Meeting: 10/12/2020

DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

The applicant, 1162 Hwy 54 East, LLC, is requesting a use permit to allow a truck terminal with 112 parking spaces on 5.99 acres zoned M-2 (Heavy Industrial).

The Planning and Zoning Commission reviewed the use permit petition on Tuesday, September 1, 2020.

PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

STAFF RECOMMENDATION: APPROVAL CONDITIONAL



Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Use Permit Petition [2020108]

APPLICANT/PETITIONER INFORMATION

Property Owner
Strack Family, LLC

Petitioner
1162 Hwy 54 East, LLC
Andy Binegar

PROPERTY INFORMATION

Address: 0 Bohannon Road [parcel # 09F080000310588]

Land Lot and District: Land Lot 30 & 31, District 9F

Frontage: Bohannon Road and Howell Avenue (currently under construction)

Area of Property: +/- 5.99 acres

Existing Zoning and Uses: M-2 (Heavy Industrial), Undeveloped

Prior Zoning Cases/History N/A

Overlay District: N/A

**2035 Comprehensive Future
Land Use Map Designation:** Town Center Mixed Use

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
Tuesday, September 1, 2020

Mayor and City Council Public Hearing
Monday, October 12, 2020

INTENT

A request for a use permit to allow a truck terminal with 112 parking spaces on 5.99 acres zoned M-2 (Heavy Industrial).

EXISTING ZONING AND LAND USE OF ABUTTING PROPERTIES

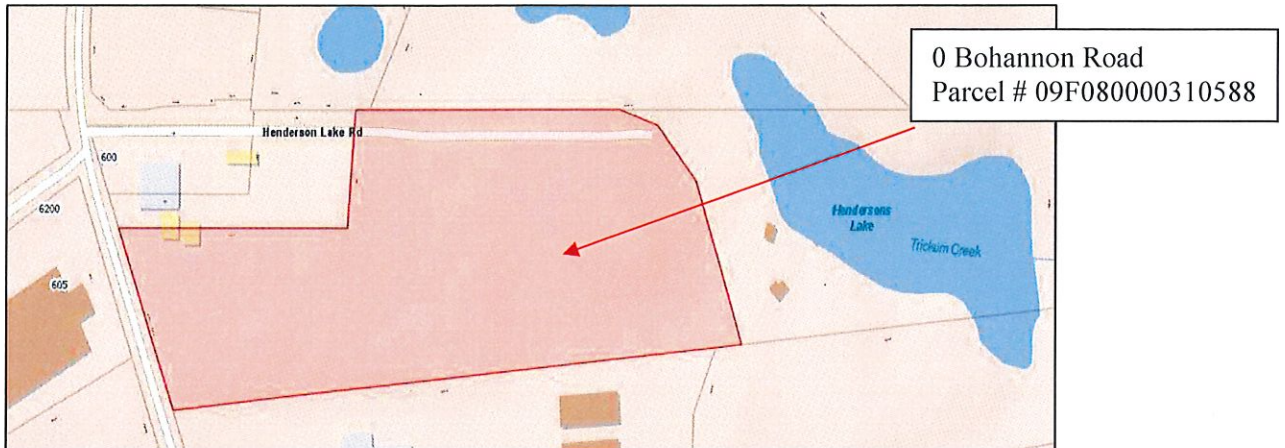
North: M-2 (Heavy Industrial District)

East: M-2 (Heavy Industrial District)

South: M-2 (Heavy Industrial District) and M-1 (Light Industrial District)

West: M-2 (Heavy Industrial District)

PARCEL MAP



ZONING MAP



PUBLIC PARTICIPATION

The applicant held a community meeting via Zoom video conferencing on Tuesday, August 11, 2020 at 6:00 p.m. Based on the applicant's public participation report, there were no issues or concerns expressed by attendees. There were four meeting participants.

STAFF COMMENTS

Fire

1. Plan shows hydrant at entrance on Bohannon Rd and on Howell Rd extension. They shall be within the 400' requirement of all parts of lot. Measurements are good based on the locations as of now showing on plans.
2. If gates are use with the fence encloser they shall only be secured with fire department KnoxBox lock. If the gates are automatic, they shall have fire department KnoxBox key control to open gate.
3. Paperwork indicates security will be on site. Plans do not show any security shack or building. Is there going to be a building for security or just use a vehicle?

Water and Sewer

- No comments at this time.

Engineering/Public Works

1. (a) When property fronting on an existing city street is to be developed or when the property is to be accessed from the existing city street, the developer shall cause to be constructed roadway improvements (pavement, signing, striping, curb and gutter and drainage) which are required along the existing road across the entire property frontage at no cost to the city. Required improvements shall not be less than provided in these regulations for the designated street classification. [Sec. 71-37 (a)]
(b) Widening, curb and gutter and drainage shall be provided by the developer from the centerline of the existing roadway along the side of the road upon which the property abuts. In lieu of installation of curbs and gutters and/or related drainage improvements, the developer must have presented to and received approval by the city for a street improvement and stormwater drainage plan for the development and its affected environs. Said plan must provide for adequate stormwater drainage, and will further address, as a minimum, street grading, paving, and curbs and gutters, and/or other innovative provisions for said drainage. This plan must conform to the applicable standards and specification established by the city and be prepared, signed, and sealed by a state-registered professional engineer.
(c) The developer shall be responsible for the cost of relocation and/or modifications of public and/or private utilities as necessitated by the required street improvements.
[Sec. 71-37 (a)(b)(c)]
2. Turning lanes shall be required by the city to meet projected traffic demand and/or safe operations, as determined by the city engineer. When provided, turning lanes shall meet the following criteria:
 - Provide not less than 150 feet of storage length for arterial roadways. Provide not less than 100 feet of storage length for collector roadways.
 - Provide taper lengths of not less than 100 feet.
 - Longer storage and taper lengths may be required when traffic projections indicate they are justified.[Sec. 71-38(4)]
3. All new streets or street widening sections shall be provided with curb and gutter, except as provided herein under. All gutters shall drain smoothly with no areas of ponding. In lieu of installation of curbs and gutters and/or related improvements, the developer must have presented to and received approval by the city for a street improvements and stormwater drainage plan for the development and its affected environs. Said plan must provide for adequate stormwater drainage, and will further address as a minimum, street grading, paving, and curbs and gutters, and or other innovative provisions for said drainage. This plan must conform to the applicable standards and specifications established by the city and be prepared, signed, and sealed by a state registered professional engineer.
[Sec. 71-45(a)]
4. Sidewalks are required on all street frontages regardless of the zoning district in which the street is located. All sidewalks shall have a minimum width of five feet (unless otherwise provided in this chapter) and shall be constructed to comply with the requirements of the Americans with Disabilities Act (ADA) standards, city's development standards and be subject to review and approval by the city engineer and/or director of building.
[Sec. 71-38(a)(c)]
5. Minimum traffic control devices for nonresidential developments shall include those devices for residential developments and lane and centerline markings, stop lines, and parking space markings. Additionally, appropriate other signs and signals shall be provided by the developer.
[Sec. 71-47(c)]
6. All pavement markings installed on asphalt within the public right-of-way shall be thermoplastic material; 1.5-inch black contract tape shall be installed for crosswalks on concrete.
7. Dry detention ponds shall be designed to provide for positive drainage on the pond floor to the outlet of the pond. Side slopes shall be designed to have a maximum of three-feet horizontal to one-foot vertical (3:1) slopes. If the 100-year maximum water surface depth is equal to or greater than four feet, then a black, vinyl-coated, four-foot-high chainlink fence with top and bottom rails shall be constructed around the detention pond with a 20-foot gate provided to allow access.
[Sec. 65-391 (a)].

USE PERMIT CRITERIA

Section 80-172 Use Permit Considerations: Staff has reviewed said items pertaining to the subject use, and offers the following comments:

1. Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council;

The subject property is in the Town Center Mixed Use Character Area which states the appropriate uses are:

- Mixed use
- Civic/institutional/educational
- Residential (all types)
- Commercial/retail/office
- Small scale low intensity industrial that fits into appropriately scaled and designated structures

The appropriate zoning districts in the Town Center Mixed Use Character area includes DTMU (Downtown Mixed Use), R-3 (Single Family Residential), R-4 (Single Family Residential), RM-12 (Multi-family Residential), RM-36 (Multi-family Residential), R-CT (Residential Condominium Townhouse), O&I (Office Institutional), and M-1 (Light Industrial).

2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed;

Staff is of the opinion that the proposed use of the land for a truck terminal is compatible with the land uses and zoning in the vicinity of the property. The area consists of M-2 (Heavy Industrial) to the north; M-2 (Heavy Industrial) to the east; M-2 (Heavy Industrial) and M-1 (Light Industrial) to the south, and M-2 (Heavy Industrial) to the west. The proposed truck terminal will be surrounded by industrially zoned and used properties.

3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;

The proposed use does not violate any known statutes, ordinances or regulations governing land development.

4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;

The proposed use of the land for a truck terminal is expected to have minimal impact on traffic and pedestrian flow on the roadways. The truck traffic is existing in the area; the proposed truck terminal will provide adequate parking spaces for the existing truck traffic in the area.

5. The location and number of off-street parking spaces;

There are 112 truck parking spaces proposed for the truck terminal.

6. The amount and location of open space;

The M-2 (Heavy Industrial) zoning district does not require land to be set aside for open space. However, the applicant will be required to abide by the city's landscape regulations.

7. Protective screening;

The applicant will be required to install a 6-foot fence along the perimeter of the lot.

8. Hours and manner of operation;

The truck terminal will be in operation 24 hours/7 days a week and will have on-site security. Long term storage of trailers or trucks would not be allowed on the lot as well as no overnight sleeping will be allowed.

9. Outdoor lighting; and

The owner/developer will install security lighting on the site and will be required to meet or exceed the city's regulations.

10. Ingress and egress to the property

The proposed truck terminal will have two means of ingress/egress, one on Bohannon Road and the future Howell Avenue expansion.

STAFF RECOMMENDATION

The Atlanta Regional Commission completed a regional truck parking assessment study in April 2018. [See the attached documents.] The study states, "One of the biggest challenges faced by truck drivers in the country today is finding safe authorized parking for their vehicles and cargo. Over the past decade, this issue has become a priority with the U.S. Department of Transportation (DOT) and many state DOTs. As freight and logistics levels continue to quickly grow within the Atlanta region and state of Georgia, the challenges associated with truck parking have followed suit." The general study findings include:

- There is a lack of parking supply throughout the region that will worsen in the future
- I-285 is particularly challenging for truck parking
- The mandatory requirement for Electronic Logging Devices (ELDs) within all commercial vehicles is projected to increase demand
- Significant ongoing growth of industrial development in the Atlanta Region is expected to increase truck volumes and parking demand
- Recommended solutions vary based upon perspective within the trucking industry

One of the recommendations from the study is to add and/or expand truck parking supply throughout the metro Atlanta region. Adding more truck parking spaces will help alleviate illegal parking of trucks along roads and in retail/commercial lots. With adequate truck parking options, the safety of motorists will likely improve because trucks are not parking on ramps and roadsides, which obstruct the view of motorists and increase the likelihood of crashes.

Based on the land use [zoning] compatibility of the surrounding properties and the Atlanta Regional Commission's Truck Parking Assessment Study (2018) findings and recommendations, staff is recommending **APPROVAL** **CONDITIONAL** of the use permit petition to allow a truck terminal with 112 truck parking spaces.

Should the Mayor and City Council decide to grant the use permit, staff recommends the conditions listed below. The applicant's agreement to these conditions would not change staff recommendations. These conditions shall prevail unless otherwise stipulated by the Mayor and City Council.

1. To the owner's agreement to restrict the use of the subject property as follows:
 - a. To allow a truck terminal with 112 truck parking spaces
2. To the site plan received by the Department of Community Development dated July 7, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the ordinance and regulations and these conditions prior to the approval of a Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of a Certificate of Occupancy.
3. To the owner's agreement to provide the following site development standards:
 - a. Installation of a vinyl coated 6-foot fence shall be installed along the perimeter of the lot.
4. To the owner's agreement to the following use permit standards:
 - a. On-site security shall be provided by the owner/operator of the truck terminal 24 hours a day, 7 days a week. Prior to the issuance of the Certificate of Completion, a security monitoring affidavit shall be submitted to the Community Development Department.
 - b. No long-term storage [not to exceed 21 days] of trailers or trucks shall be allowed on the lot.
 - c. No overnight or sleeping facilities shall be provided on the lot.

ATTACHMENTS

Letter of Intent

Conceptual Site Plan dated July 7, 2020

Atlanta Regional Commission Regional Truck Parking Assessment Study – April 2018

1162 HWY 54 East, LLC
(770) 318-1099

July 20, 2020

CSX Transportation Inc

500 Water Street #J910

Jacksonville, FL 32202

REF: Public Participation Meeting - Special Use permit Tractor Trailer Permit

1162 Hwy 54 East, LLC has applied for a special use permit with the City of Fairburn.

The special use if approved will allow for Tractor Trailer Parking.

The property is 5.99 acres and is adjacent 600 Bohannon Road, a property that I currently own.

We are having a Public Participation meeting on August 11, 202 at 6:00 pm.

The meeting will be held at 600 Bohannon Road.

A copy of the proposed site plan will be available for review.

Your attendance and input would be greatly appreciated.

If you are unable to attend the meeting and have any questions or concerns you may call me at 770-318-1099 or email me at andy@cardinalcorpequities.com






Sincerely,

Andy Binegar

600 Bohannon Rd.
Fairburn, GA 30213

Recommended Strategies

The following lists the strategies and action items recommended for the Atlanta region based upon the technical analysis results and extensive stakeholder input received during the study.

Strategies		Action Items
1. Add / Expand Truck Parking Supply		1.1 Study through future Comprehensive Transportation Plans (CTPs) 1.2 Assess through future Freight Clusters Plans 1.3 As needed, local jurisdictions assess need for additional truck parking supply
2. Develop Truck Parking Policies		2.1 Evaluate policies that allow for sharing of costs and benefits 2.2 Review Development of Regional Impact (DRI) requirements 2.3 Review policies that incentivize shifting freight operations to off-peak hours 2.4 Develop truck parking model zoning language 2.5 Encourage local governments to review local zoning ordinances
3. Develop Truck Parking Partnerships		3.1 Provide ongoing updates to the Freight Advisory Task Force (FATF) 3.2 Provide information and resources to stakeholders and planning partners 3.3 Attend relevant meetings and participate in speaking opportunities 3.4 Continue participation with the FHWA National Coalition on Truck Parking 3.5 Continue to discuss truck parking policy priorities, initiatives and projects
4. Improve Sharing of Truck Parking Information		4.1 Monitor opportunities to implement real-time truck parking availability systems or implement other technology solutions 4.2 Serve as regional clearinghouse for truck parking information
5. Monitor / Integrate Future Technology		5.1 Monitor / Integrate future technology developments in the freight industry <ul style="list-style-type: none"> - Dock Management Technology - Connected and Autonomous vehicles (CVs/AVs) - Internet of Things (IoT)/Physical Internet

Myths and Perceptions / FAQs

- **Q: With all the new warehouse / distribution facilities in the region, why is there a truck parking issue?**
A: Truck drivers are only permitted to park at warehouse / distribution facilities during a small period of time (30 min – 1 hour) to pick up / drop off their loads.
- **Q: Why not just build new truck stops?**
A: Many cities and counties within the region are opposed to truck stops, with some even having regulations and ordinances prohibiting new facilities.
- **Q: Is that why I see trucks parking along interstate ramps and/or roadsides?**
A: Most likely, yes. The number of safe authorized truck parking locations within the region often is not sufficient to keep up with demand – particularly overnight.
- **Q: Why not just let the trucks park wherever they want?**
A: It's a safety issue when trucks' park on ramps and roadsides, they block the view of other vehicles increasing the likely hood of crashes.



ATLANTA REGIONAL TRUCK PARKING ASSESSMENT STUDY

APRIL 2018

Executive Summary of Final Report

One of the biggest challenges faced by truck drivers in the country today is finding safe authorized parking for their vehicles and cargo. Over the past decade, this issue has become a priority with the U.S. Department of Transportation (DOT) and many state DOTs. As freight and logistics levels continue to quickly grow within the Atlanta region and state of Georgia, the challenges associated with truck parking have followed suit.

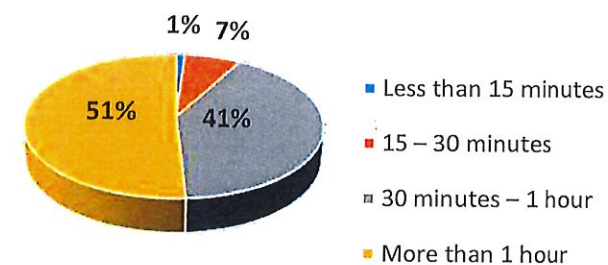
The *Atlanta Regional Truck Parking Assessment Study* was conducted to identify the magnitude of existing and future truck parking needs and develop structured recommendations for implementation to mitigate the challenges. A major impetus for this study was the need identified through ARC's *2016 Regional Freight Plan Update*. In collaboration with the Georgia Department of Transportation (GDOT) and the regional Freight Advisory Task Force (FATF), the study included a peer review of other regions and states with history of completing similar studies. The peer analysis helped define the framework for the Plan's Goals and Objectives and study development. A robust truck parking inventory was completed in addition to modeling the region's existing and 2040 future parking needs. Supplementing the technical analyses was an extensive stakeholder outreach program involving interviews, online mapping, stakeholder surveys and a separate truck driver survey.

What is causing the truck parking challenge?

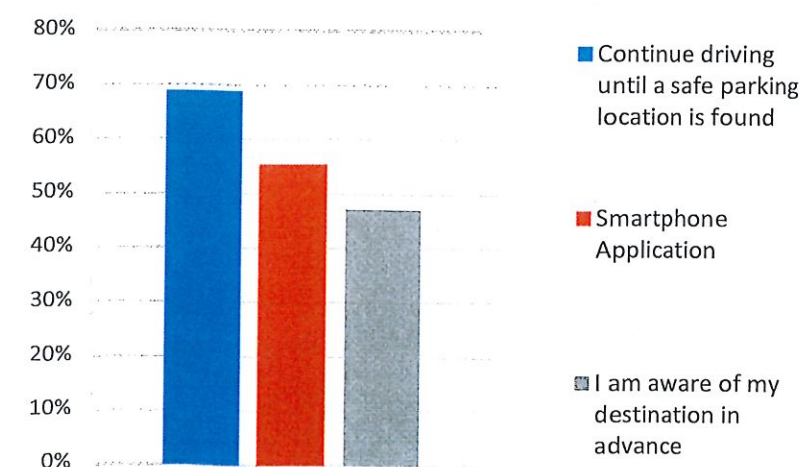
- The Federal Motor Carrier Safety Administration (FMCSA) mandates how many hours, known as Hours-of-Service (HOS), truck drivers may drive interspersed with mandatory breaks.
- The 2012 Commercial Motor Vehicle Safety Act also required the USDOT to adopt Electronic Logging Device (ELD) regulations for commercial vehicles effective December 18, 2017 replacing manual paper log books. Existing truck parking challenges are expected to worsen beginning in 2018.

What over 200 truck drivers that travel in the Atlanta region said...

What is the average time it typically takes you to find truck parking?



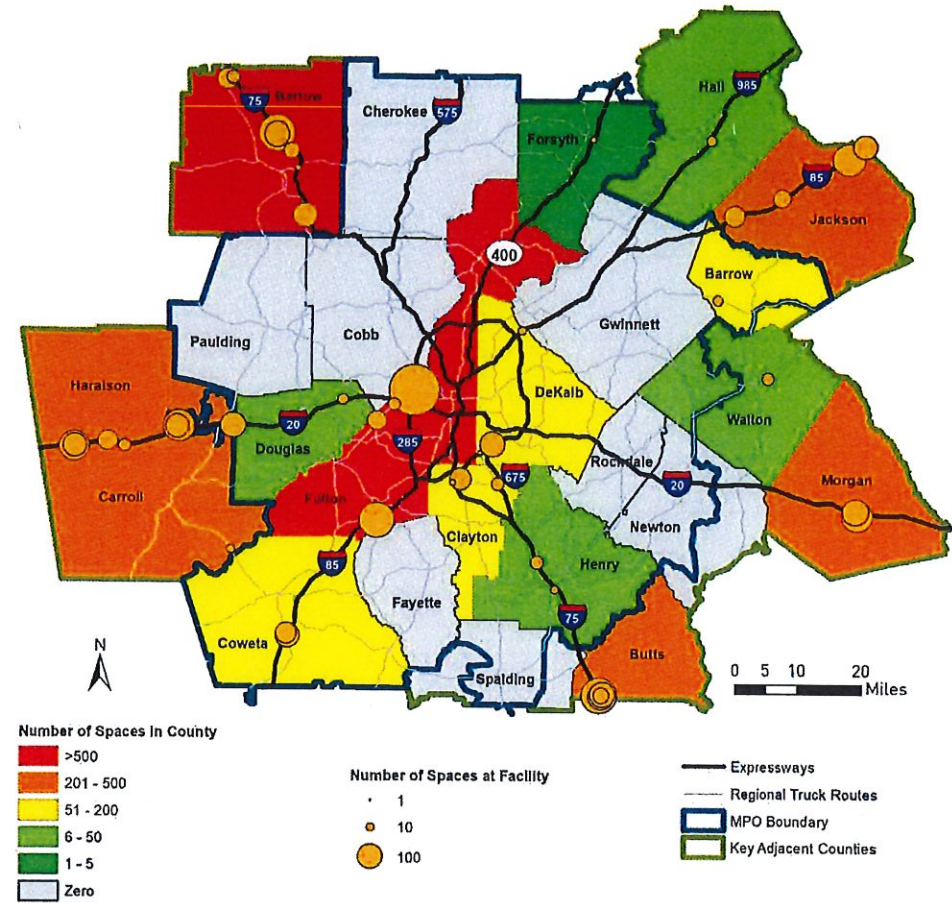
What are the top ways you find truck parking within the Atlanta Region?



Existing Truck Parking Inventory

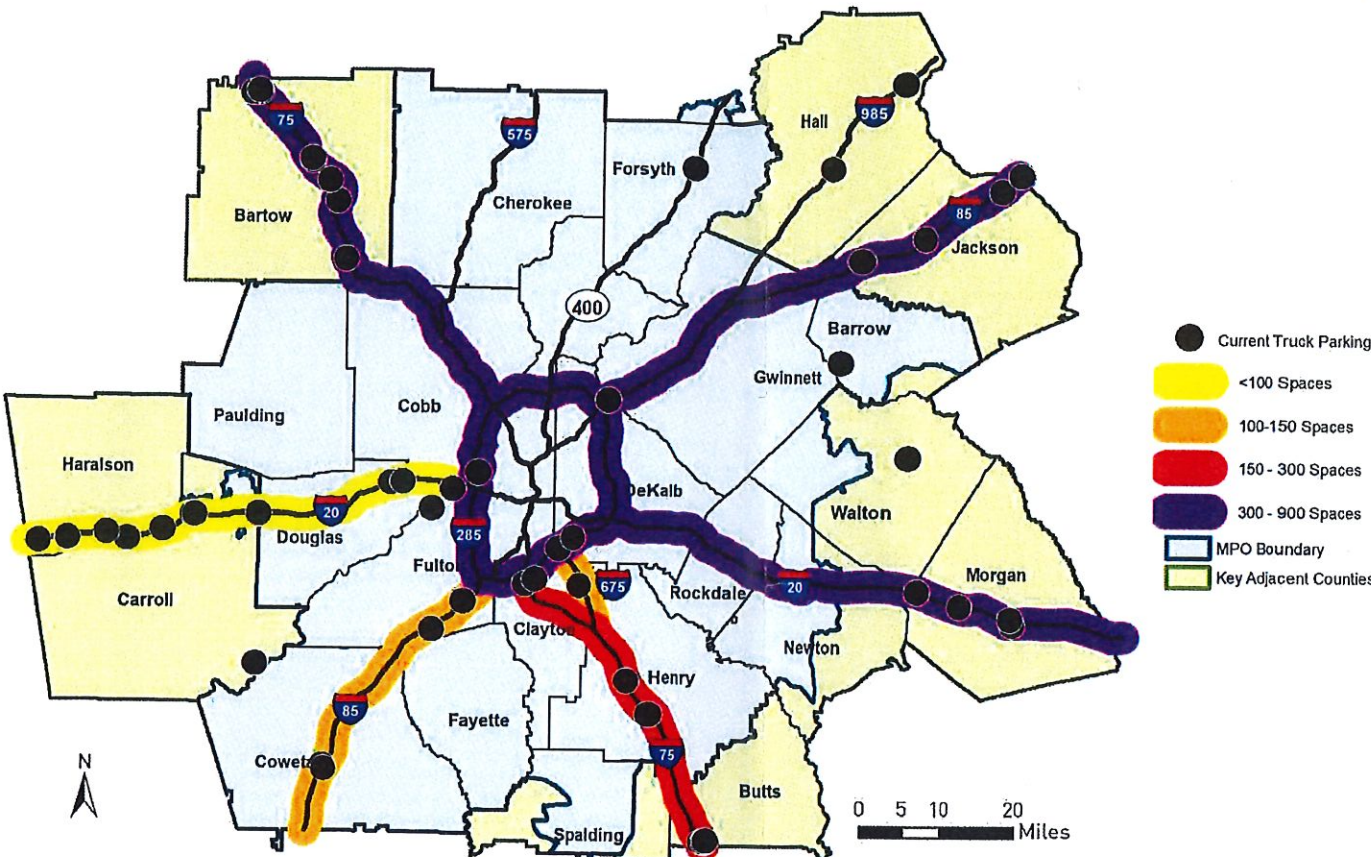
EXISTING TRUCK PARKING BY COUNTY

County	Truck Parking Spaces
Fulton	698
Bartow	575
Butts	450
Carroll	360
Haralson	332
Jackson	309
Morgan	259
Coweta	165
DeKalb	114
Clayton	105
Barrow	85
Henry	40
Walton	25
Douglas	20
Hall	19
Forsyth	5
TOTAL	3,561



- Fulton County leads the study area with over 500 private truck parking spaces concentrated along I-285 west and I-85 south.
- There is limited truck parking supply along many corridors within the Atlanta region and closer to the City of Atlanta (I-285), with more truck parking options within exurban counties including Bartow, Jackson, Morgan, Butts, Haralson and Carroll counties
- There are no major truck parking options in many counties throughout the region including Cobb, Cherokee, Gwinnett, Rockdale, and Newton Counties

2045 Future Year Truck Parking Deficits



- The study incorporated the Federal Highway Administration's (FHWA) model for estimating truck parking demand by corridor.
- The future (2045) truck parking deficits (supply less future estimated demand) is shown above and color-coded by quantity of the estimated deficits
- In 2045, the estimated truck parking deficits are expected to be the greatest along I-285, I-75 north, I-85 north, and I-20, followed by I-75 south.



Drivers

- More parking needed in urban areas, as drivers try to get as close to their delivery location as possible to avoid driving in rush hour
- Distribution centers & warehouses should provide parking
- Small "micro" truck stops would be great
- Use closed rest areas for truck parking or add more spaces to open rest areas



Carriers / Distribution Centers

- Drivers need education on how to better find safe parking
- Carriers would like distribution centers & warehouses to provide more staging areas
- Law enforcement often unfairly enforces noise ordinances from trucks' auxiliary power units (APUs)

What Our Stakeholders Told Us....



Law Enforcement

- Truck drivers that park along ramps and roadsides are putting the traveling public in danger by creating conditions for a potential rear end crash and creating sight distance issues by obstructing views
- Truck parking problems seem most excessive in suburban ring counties



Truck Stop Owners / Operators

- It is very difficult to construct a new truck stop or expand current ones due to local land development regulations, zoning ordinances, and public opposition
- Truck parking is very expensive to construct due to land and thick pavement requirements, with little to no direct return on investment

TABLE 4.10. PARKING DEMAND ANALYSIS RESULTS - 2012 AND 2045

Parking Surplus or Deficit		
Corridor	2012	2045
I-20 West	(368)	37
I-85 South	(96)	110
I-75 South	(87)	223
I-285 West	21	349
I-675	50	106
I-20 East	88	413
I-285 South	97	307
I-75 North	147	695
I-85 North	303	830
I-285 NE	456	802

Legend

-  Up to 400 space Surplus
-  Up to 100 space Surplus
-  Up to 100 space Deficit
-  Up to 150 space Deficit
-  Up to 300 space Deficit
-  Up to 900 space Deficit

Property Line Description for Tract 1 of Strack Development

All that tract or parcel of land lying and being in Land Lots 30 & 31 of the (F District, City of Fairburn, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point at the southerly right-of-way of the Proposed Howell Ave Extension (right-of-way varies) and the easterly right-of-way of Bohannon Road (60' right-of-way);

Thence running along said right-of-way of Bohannon Road South 17 degrees 21 minutes 30 seconds East 51.71 feet to a point;

Thence running along said right-of-way of Bohannon Road South 20 degrees 20 minutes 19 seconds East 90.67 feet to a point;

Thence running along said right-of-way of Bohannon Road South 21 degrees 44 minutes 16 seconds East 100.20 feet to a #4 rebar found; said rebar being the POINT OF BEGINNING;

Thence leaving said right-of-way South 89 degrees 33 minutes 11 seconds East 543.37 feet to a #4 rebar found;

Thence North 00 degrees 20 minutes 00 seconds East 229.26 feet to a #4 rebar found on the southerly right-of-way of the Proposed Howell Ave Extension (right-of-way varies);

Thence along said right-of-way North 84 degrees 43 minutes 13 seconds East 31.90 feet to a point;

Thence along said right-of-way North 89 degrees 52 minutes 59 seconds East 123.05 feet to a point;

Thence along said right-of-way along said right-of-way South 83 degrees 40 minutes 27 seconds East 31.77 feet to a point;

Thence along said right-of-way South 89 degrees 54 minutes 07 seconds East 95.61 feet to a point;

Thence along said right-of-way South 88 degrees 30 minutes 49 seconds East 3.71 feet to a point;

Thence leaving said right-of-way South 00 degrees 20 minutes 00 seconds West 441.26 feet to a point;

Thence South 84 degrees 08 minutes 13 seconds West 715.45 feet to a #4 rebar found on the easterly right-of-way of Bohannon Road (60' right-of-way);

Thence along said right-of-way North 21 degrees 50 minutes 15 seconds West 250.12 feet to a 1.5" solid rod found;

Thence along said right-of-way North 21 degrees 47 minutes 24 seconds West 62.16 feet to a #4 rebar found, said point being the POINT OF BEGINNING;

Said tract or parcel contains 5.99 Acres (260855 Square Feet), more or less.

Re: USE PERMIT 20-20108
Property of Strack Family, LLC
0 Bohannon Road
09F080000310588
5.99 acres; Land Lots 30 & 31
District 9F
Fairburn, Fulton County, Georgia

AN ORDINANCE GRANTING THE APPLICANT, 1162 HWY 54 EAST, LLC, A USE PERMIT FOR AN M-2 (HEAVY INDUSTRIAL) DISTRICT USE, SUBJECT TO CERTAIN CONDITIONS, TO ALLOW A TRUCK TERMINAL WITH 112 PARKING SPACES; TO IDENTIFY THE CONDITIONS ATTACHED TO THE GRANT OF THE USE PERMIT; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Whereas, Chapter 80. Article II, Zoning Districts, Section 80-86 – M-2 (Heavy Industrial) District requires that, pursuant to Section 80-239, a Use Permit be obtained for truck terminals located within the City of Fairburn as a M-2 (Heavy Industrial) use; and

Whereas, Chapter 80, Article IV, Section 80-171 of the City of Fairburn Zoning Ordinance requires approval of the Use Permit by the City of Fairburn City Council; and

Whereas, Chapter 80, Article IV, Section 80-196 through Section 80-293 of the City of Fairburn Zoning Ordinance allows for the operation of certain uses, including heavy and/or light industrial uses, within the M-2 (Heavy Industrial) District, within the City of Fairburn only by way of a use permit, describes the objective criteria to be evaluated in deciding whether to grant a requested use permit, and permits City Council to attach other conditions that it deems necessary to protect the environment as well as the public health, safety and welfare; and

Whereas, the Applicant, 1162 Hwy 54 East, LLC seeks a use permit for an M-2 (Heavy Industrial) District use, in accordance with its application, 20-20108, in order to operate a truck terminal facility on 5.99 acres located at 0 Bohannon Road with parcel identification number 09F080000310588 in the M-2 (Heavy Industrial) District as described in Exhibit A; and

Whereas, pursuant to the requirements of the Zoning Procedures Act and the City of Fairburn Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 12th day of October, 2020; and

Whereas, pursuant to Chapter 80. Article IV, Section 80-171(5)(b) of the City of Fairburn Zoning Ordinance, the Use Permit, if granted, shall expire within three years from the date of

approval of this resolution, unless a land disturbance permit, building permit, business license or certificate of occupancy has been issued.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia:

Section 1. That a use permit is granted to the Applicant, 1162 Hwy 54 East, LLC, in accordance with Chapter 80, Article IV.- Administrative Permits and Use Permits of the City of Fairburn Zoning Ordinance in order to operate a truck terminal facility at the location 0 Bohannon Road with parcel identification number 09F080000310588, in the M-2 (Heavy Industrial) District, the City of Fairburn City Council concluding that the use permit should be granted, subject to certain conditions.

Section 2. That the granted use permit is limited by the following conditions:

A. To the owner's agreement to restrict the use of the subject property as follows:

1. To allow a truck terminal with 112 truck parking spaces.
2. To the site plan received by the Department of Community Development dated July 7, 2020. Said site plan is conceptual only and must meet or exceed the requirements of the ordinance and regulations and these conditions prior to the approval of the Land Disturbance Permit. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the Certificate of Occupancy.

B. To the owner's agreement to abide by the following site development standards:

1. Installation of a vinyl coated 6-foot fence shall be installed along the perimeter of the lot.

C. To the owner's agreement to provide the following use permit standards:

1. On-site security shall be provided by the owner/operator of the truck terminal 24 hours a day, 7 days a week. Prior to the issuance of the Certificate of Completion, a security monitoring affidavit shall be submitted to the Community Development Department.
2. No long-term storage [not to exceed 21 days] of trailers or trucks shall be allowed on the lot.
3. No overnight or sleeping facilities shall be provided on the lot.

Section 3. In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner

affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part of parts hereof would be declared or adjudicated invalid or unconstitutional.

Section 4. This Ordinance shall become effective on the 12th day of October, 2020.

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

APPROVED this 12th day of October, 2020, by the Mayor and Council of the City of Fairburn, Georgia.

Elizabeth Carr-Hurst, Mayor

ATTEST:

Arika Birdsong-Miller, City Clerk

APPROVED AS TO FORM:

William R. (Randy) Turner, City Attorney



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FINAL PLAT 2020140 – STRACK LOT # 1

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

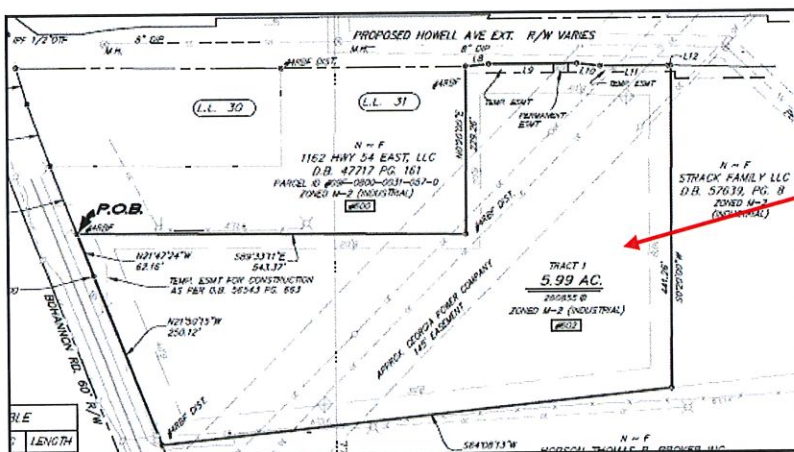
DEPARTMENT: Community Development/Planning and Zoning

BUDGET IMPACT: None

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and City Council to approve the final plat for Strack Lot #1.

DISCUSSION: The applicant is requesting a final plat approval for lot # 1 of the Strack Development project. The property is located on the northeast side of Bohannon Road and will also have frontage on Howell Ave, which is currently under construction. The property is 5.99 acres and zoned M-2 (Heavy Industrial).



**0 Bohannon Road
Parcel # 09F080000310588**

The plat has been reviewed by staff and meets all the current regulations of the City Ordinances.

RECOMMENDED ACTION: Staff recommends **APPROVAL** of the Strack Lot #1 Final Plat.

Attachment: Strack Lot #1 Final Plat

Elizabeth Carr-Hurst
Elizabeth Carr-Hurst, Mayor

Approval:

This final plat has been prepared in accordance with the development codes and ordinances of the city, and has been approved by the city for recording in the Office of the Clerk of the Superior Court of Fulton County.

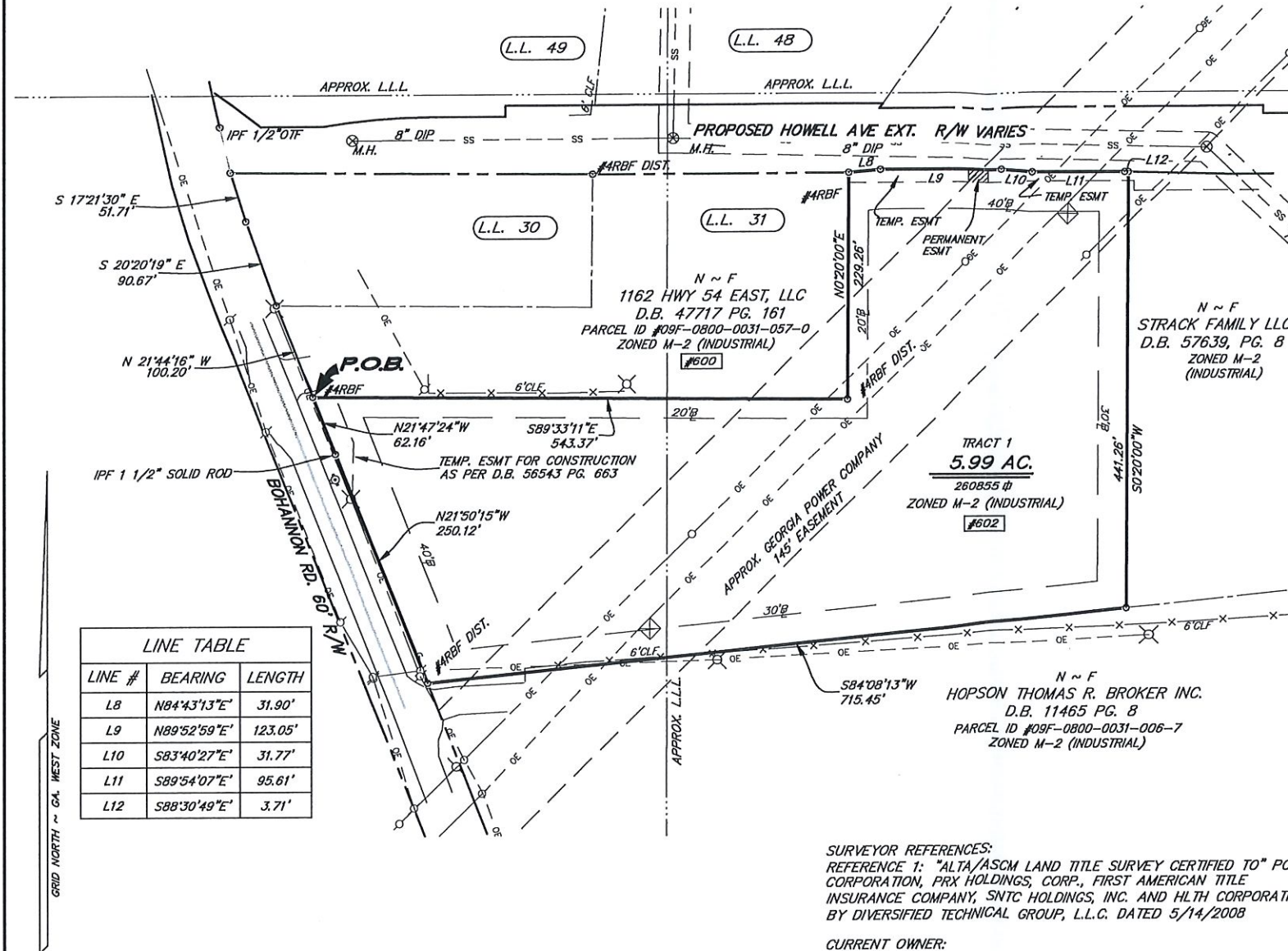
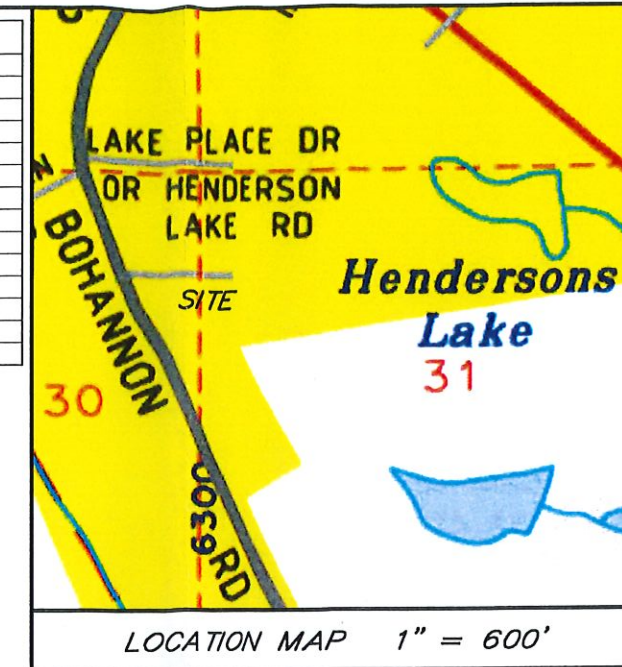
City Engineer _____ Date _____

City Clerk _____ Date _____

Mayor/City Administrator _____ Date _____

CLERK OF THE SUPERIOR COURT
RECORDING INFORMATION

LEGEND	
P.P. - POWER POLE	C.B. - CATCH BASIN
L.P. - LIGHT POLE	R.C.P. - REINFORCED CONCRETE PIPE
F.H. - FIRE HYDRANT	C.M.P. - CORRUGATED METAL PIPE
S.S. - SANITARY SEWER MANHOLE	F.F.E. - FINISHED FLOOR ELEVATION
W.M. - WATER METER	W.V. - WATER VALVE
G.M. - GAS METER	T.M. - TELEPHONE MANHOLE
R.B.S. - REINFORCING BAR SET	U.E.L. - UNDERGROUND ELECTRICAL LINE
R.B.F. - REINFORCING BAR FOUND	O.P.L. - OVERHEAD POWER LINES
C.T.F. - CRIMP TOP PIPE FOUND	H.W. - HEADWALL
O.T.F. - OPEN TOP PIPE FOUND	P.B. - POWERBOX
R/W MON. - RIGHT-OF-WAY MONUMENT	W.L. - WATER LINE
T.O.F. - TYPE OF FENCE	U.T.L. - UNDERGROUND TELEPHONE LINE
J.B. - JUNCTION BOX	G.L. - GAS LINE
D.I. - DROP INLET / YARD INLET	



LINE TABLE		
LINE #	BEARING	LENGTH
L8	N84°43'13"E	31.90'
L9	N89°52'59"E	123.05'
L10	S83°40'27"E	31.77'
L11	S89°54'07"E	95.61'
L12	S88°30'49"E	3.71'

SURVEYOR REFERENCES:
REFERENCE 1: "ALTA/ASCM LAND TITLE SURVEY CERTIFIED TO" POREX CORPORATION, PRX HOLDINGS, CORP., FIRST AMERICAN TITLE INSURANCE COMPANY, SNTC HOLDINGS, INC. AND HLTH CORPORATION" BY DIVERSIFIED TECHNICAL GROUP, L.L.C. DATED 5/14/2008

CURRENT OWNER:
STRACK FAMILY LLC.
D.B. 57639, PG. 8

GPS NOTES:

1.) HORIZONTAL DATUM IS NAD 83. VERTICAL DATUM IS NAVD 88.

2.) THE NORTHING, EASTING, AND ELEVATION OF THE STARTING POINTS FOR THIS SURVEY WERE OBTAINED UTILIZING A TRIMBLE 5800 GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A CELL PHONE FROM THE EGPS SOLUTIONS REAL TIME NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM THE TRIMBLE VRS REAL TIME NETWORK OPERATED BY EGPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WERE 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT THE 95% CONFIDENCE LEVEL.

THIS PARCEL OF LAND IS NOT IN THE 100 YEAR FLOOD PLAIN AND IS IN ZONE X; ACCORDING TO F.E.M.A. (F.I.A.) COMMUNITY NUMBER 130314, MAP NUMBER 13121C0461F & 1312C0462F DATED SEPT. 18, 2013.

LOCATION OF UTILITIES EXISTING ON OR SERVING THE SUBJECT PROPERTY IS DETERMINED BY OBSERVABLE EVIDENCE ONLY. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTION AND SUBSURFACE CONDITIONS THAT ARE NOT VISIBLE OR RECORDED, THUS DEEMING THEM UNDETERMINED AND NOT SHOWN. THIS PLAT IS INTENDED FOR THE PARTIES STATED ON THE FACE OF SURVEY. USE OF THE SURVEY BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER; LINEAR PRECISION OF TRAVERSE: 1/43,995; ANGULAR ERROR: 01" PER POINT; THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/256,230. MATTERS OF TITLE ARE EXCEPTED.

Surveyor:
It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future" and their location, size, type, and material are correctly shown: This plat conforms to all requirements of the Georgia Plat Act, By:



AS REQUIRED BY SUBSECTION (d) OF O.G.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAT, THE NAMES OF THE INDIVIDUALS SIGNING OR APPROVING THIS PLAT, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT NO SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION 15-6-67.

Signature: JAH
Date: 9-25-20

DRAWN BY: JAH
CHECKED BY: JAH
FILE: S/BND/FULTON/9_30
FIELD DATE: 5-23-17
OFFICE DATE: 7-7-20
SCALE: 1"=100'
REVISIONS
09/16/20 ADDRESS COMMENTS
09/25/20 ADDRESS COMMENTS

Gaskins
ENGINEERING • SURVEYING • PLANNING • CONSULTING • CONSTRUCTION MGMT
www.gaskinsurvey.com LSF# 789

Atlanta Office
1266 Powder Springs Rd
Marietta, GA 30064
Phone: (770) 424-7168

Canton Office
147 Reinhardt College Pkwy
Ste. 3 Canton, GA 30114
Phone: (770) 479-9698

Lawrenceville Office
558 Old Norcross Rd Ste. 204
Lawrenceville, GA 30046
Phone: (770) 299-1005

Newnan Office
4046 Ga. Hwy. 154, Ste. 109
Newnan, GA 30265
Phone: (770) 424-7168

BOUNDARY SURVEY FOR:

TRACT 1
602 BOHANNON RD
STRACK DEVELOPMENT

LOCATED IN L.L. 30 & 31
9F DISTRICT, CITY OF FAIRBURN
FULTON COUNTY, GA.

Plotted on: Sep 25, 2020 - 1:02pm
Drawing name: S:\land\FULTON\09\0030\BOHANNON RD - STRACK\DWG\LOT 1 BND PLAT.dwg
Plotted By: jay hopkins



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE LCI DOWNTOWN MASTER PLAN CONTRACT AWARD

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: The budget impact is \$115,425. The project expenditures will come out of the Fund 250-Grants, account number 250-4203-54-1404.

PUBLIC HEARING: () Yes (X) No

PURPOSE: For Mayor and Council to approve the LCI Downtown Master Plan Contract Award with The Collaborative Firm, LLC for an amount of \$115,425.

HISTORY: On February 28, 2020, the Planning and Zoning Office submitted a grant application to the Atlanta Regional Commission's LCI Program 2020 Call for Planning Studies. On May 15, 2020, the Atlanta Regional Commission (ARC) announced the award of \$1.4 million in Livable Centers Initiatives (LCI) grants to fund planning studies in 10 metro Atlanta communities. The City of Fairburn was one of the ten cities selected and was awarded \$100,000 for the creation of a Downtown Master Plan. The Fairburn Downtown Master Plan will update the current LCI plan to provide a strategically focused, goal-driven blueprint for the growth and development of Fairburn's historic downtown. **This item was Tabled at the September 28, 2020 Council Meeting until the October 12, 2020 Council Meeting.**

FACTS AND ISSUES: The Request for Proposals (RFP# 20-007, LCI Downtown Master Plan) was advertised on August 5, 2020 with a proposal submission deadline of September 1, 2020. There were five (5) proposal submitted by the deadline. After completion of the proposal evaluation, it was determined that The Collaborative Firm, LLC, was the lowest responsive and responsible consultant with a proposal cost of \$115,425.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the LCI Downtown Master Plan Contract Award with The Collaborative Firm, LLC for an amount of \$115,425.00.


Elizabeth Carr-Hurst, Mayor

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this ____ day of _____, 20__ by and between **THE COLLABORATIVE FIRM**, a Georgia corporation ("Consultant") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

A. The City desires to conduct a major update to the LCI Downtown Master Plan (the "Project"). While the project is considered a "major update" of the plan, given the significant changes that have occurred since the original plan, it is more of a complete revamp of the plan.

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

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

D. The City has established the necessary funding for the project through a combination of local and federal funds (the Atlanta Regional Commission, Georgia Department of Transportation, and U.S. Department of Transportation are identified "Concerned Funding Agencies" for the Project).

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 Consultant. Consultant shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated September 1, 2020 and approved by City Council on September 28, 2020:
 - (a) Perform the Professional Services as indicated on the Request for Proposal RFP #20-007 (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 Consultant's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Consultant's Compensation. For the services to be performed by Consultant described in Section 2 hereof, Consultant 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 Consultant 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 Consultant.

4. Consultant's Duties. Consultant shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Consultant 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. Consultant 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 Consultant Personnel. Consultant acknowledges that the City selected Consultant for the Project because of the knowledge and experience of certain of Consultant's personnel. Consultant agrees that it shall use experienced and qualified individuals for the performance of each of Consultant's duties and obligations hereunder.

(a) Consultant shall comply with the Georgia Security and Immigration Compliance Act as prescribed in O.C.G.A. § 13-10-91.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Consultant'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 Consultant 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 Consultant in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Consultant.

6. Duration and Termination. This Agreement shall remain in effect until December 1, 2021, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Consultant. In the event of such termination by the City, the City shall compensate Consultant for all services performed up to the date of termination, and the City shall have no further liability to Consultant, including without limitation, no liability for lost profits. Consultant 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 Consultant defaults with respect to any of its obligations hereunder.

7. Status. Consultant is, as to the City, an independent Consultant and is not nor shall Consultant 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, Consultant 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 Consultant or on Consultant'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, Consultant shall act in the City's behalf for the specific land acquisition activities related herein and Consultant shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Consultant 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. Consultant 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 Consultant or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Consultant to perform the services herein described. This Agreement may not be delegated or assigned by Consultant and any purported delegation or assignment by Consultant of this Agreement (or rights hereunder) is void unless Consultant 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, Consultant 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.

13. Miscellaneous. Appropriate terms and conditions of the Atlanta Regional Commission Agreement with the City of Fairburn apply to this agreement.

14. Miscellaneous. The Consultant, Atlanta Regional Commission, and the Concerned Funding Agencies shall have unrestricted rights to use, and to authorize others to use, the work products from the Consultant.

[Signature page follows]

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

CONSULTANT:

Address:

**The Collaborative Firm
1514 East Cleveland Avenue
East Point, GA 30344**

THE COLLABORATIVE FIRM, a Georgia
corporation

By: _____
President

Date signed by Consultant:

[CORPORATE SEAL]

_____, 20__

CITY:

Address:

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

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

By: _____

Date signed by City:

Mayor

_____, 20__

Approved as to form:

Attest: _____

City Clerk

City Attorney

[SEAL]

RFP# 20-007 LCI Downtown Master Plan
Proposal Evaluation Form - Committee

Firm	RFP 20-007 LCI Downtown Master Plan					Notes, Comments, etc.
	Lester Thompson	Sylvia Abernathy	Rachel Will	Tarika Peeks	Weighted Totals	
CPL Architecture Engineering Planning	88.4	78	83	87	336	
The Collaborative	84.05	79.5	86	86.6	336	
The Collaborative Firm	90.35	83.5	92	88.5	354	
Pond	86.3	85.5	84	86.5	342	
Sizemore Group	89.2	77.5	93.5	88	348	

Rachel Will

Signature

Tarika Peeks

Signature

[Signature]

Signature

Sylvia Abernathy

Signature

CITY OF FAIRBURN
REQUEST FOR PROPOSAL

RFP # 20-007 – LCI Downtown Master Plan

August 5, 2020

The City of Fairburn, Georgia is now accepting proposals from qualified professional consultants to prepare a major update to the LCI Downtown Master Plan. The study will analyze relevant characteristics of the study area such as land use, housing, transportation, economic development, and urban design. Information about the proposal as well as the scope of services desired under this proposed contract opportunity is provided on the City's website: www.fairburn.com.

Instructions for preparation and submission of a proposal are contained in the package on the website. Proposals will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 3:00 p.m., Tuesday, September 1, 2020** to receive consideration. Questions of a technical nature should be submitted in writing to the City of Fairburn via electronic mail, attention Tarika Peeks: tpeeks@fairburn.com no later than 3:00 p.m. on August 19, 2020.

Project funding has been provided through a federal grant from the Atlanta Regional Commission's (ARC) Livable Centers Initiative (LCI) program. The Disadvantage Business Enterprise (DBE) goal for this project is 15.64%. DBE requirements are governed by 49 CFR Part 26 and apply to all federal funded projects.

Fund 250-Grants

Revenues:

Project Name	Budget Amount	Revenue Line
Interchange Study SR74	694,492	250-0000-33-1410
CDBG	774,974	250-0000-33-3060
LMIG-Road Resurfacing	200,000	250-0000-33-4055
LCI Implementation Grant	3,825,861	250-0000-38-9013
LCI Downtown Master Plan	100,000	250-0000-38-9014
Xfer from General Fund	526,773	250-0000-39-5800
Budget Carryforward	815,685	250-0000-39-9900
	<u>6,937,785</u>	

Fund 250-Grants

Expenditures:

Project Name	Carryover Amount	Expense Line
Interchange Study SR74	694,492	250-4100-54-1405
LMIG-Road Resurfacing	200,000	250-4201-54-1404
CDBG	774,974	250-4202-54-1402
LCI Implementation Grant	5,143,319	250-4203-54-1403
LCI Downtown Master Plan	125,000	250-4203-54-1404
	<u>6,937,785</u>	

Calculations:

LCI Implementation Grant	YTD Actual	Budget Balance
	13,425	5,143,313
1 Year Completion		3/12
Estimated Cost for 3 months		<u>1,285,828</u>
YTD Actual		Estimated Cost for 3 months
	13,425.00	1,285,828
Estimated Cost by 9/30/2020		<u>\$ 1,299,253</u>
Budget Balance		5,143,313
Estimated Cost by 9/30/2020		<u>(1,299,253)</u>
Carryforward FY2020-21		3,844,060
City of Fairburn 20% Match		768,812.0



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE RESOLUTION TO
ADOPT THE SOUTH FULTON COUNTY COMPREHENSIVE TRANSPORTATION
PLAN UPDATE**

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

Submitted: 10/07/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Engineering

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to Approve a Resolution to adopt the South Fulton County Transportation Plan (CTP) Update and the associated Executive Summary and Executive Summary Appendix documents, as these are considered the final products of the CTP.

HISTORY: The CTP update has been underway since February 2019. The study area includes the eight cities in southern Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton, and Union City) as well as the portion of unincorporated Fulton County along SR 70/Fulton Industrial Blvd. Following the inventory of existing conditions, assessment of project needs, and extensive public outreach, a list of potential projects has been developed. The project recommendations for the City of Fairburn as well as the rest of the SFCTP study area and are categorized by ARC project type were included in the presentation at the September 28th, 2020 City Council Meeting.

FACTS AND ISSUES: The final SFCTP must be adopted by at least 5 of the 8 cities in order to be considered an adopted plan by ARC ▪ To apply for federal funding as part of the ARC's Regional Transportation Plan (RTP) and/or Transportation Improvement Program (TIP) project solicitation process, projects must be included in the SFCTP adopted plan ▪ If a project arises after the SFCTP is adopted in 2020, the SFCTP can be amended by the Cities to reflect new projects.

RECOMMENDED ACTION: Staff recommends that Mayor and Council Approve the Resolution to adopt the South Fulton Comprehensive Plan.


Elizabeth Carr-Hurst, Mayor

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRBURN
FOR THE ADOPTION OF THE 2020 SOUTH FULTON
COMPREHENSIVE TRANSPORTATION PLAN**

WHEREAS, each of the cities of South Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, Union City and South Fulton, hereinafter referred to as "the Cities") in 2019 entered into a Memorandum of Agreement for The Development of a South Fulton Comprehensive Transportation Plan (the "MOA"); and

WHEREAS, the South Fulton Comprehensive Transportation Plan (SFCTP) is the result of a collaborative planning process involving county, cities, citizens, stakeholders, planning partner agencies and community improvement districts (CIDs).

WHEREAS, the SFCTP represents South Fulton County's community vision for the future transportation investments within the cities and in unincorporated Fulton County; and

WHEREAS, the SFCTP provides recommendations for a comprehensive, well balanced, multi-modal transportation investments aimed at reducing congestion, minimizing delay, providing transportation options and improving air quality in South Fulton County; and

WHEREAS, transportation projects submitted for funding consideration to the Planning Agencies, i.e., Atlanta Regional Commission (ARC), the Georgia Department of Transportation (GDOT), the State and Tolls Authority (SRTA), the Department of Natural Resources (DNR), the Georgia Regional Transportation Authority (GRTA) will be drawn from the adopted SFCTP, and

WHEREAS, transportation projects submitted for funding consideration to the Planning Agencies usually require a 20-30 % local match for various phases of the project implementation, i.e., Design, Right-of-Way (ROW) acquisition, Utility relocations, Construction and Maintenance.

WHEREAS, it is necessary to periodically update the SFCTP in order for it to remain a useful and viable guide for addressing safety, reducing congestion, minimizing delay, providing transportation options and improving air quality in South Fulton, and

WHEREAS, the City Council of the City of Fairburn seeks to budget for infrastructure improvements as outlined in the short-terms of the plan, encourage innovative development and implement policies to protect the investments and the quality of life for South Fulton County residents, and

WHEREAS, the Atlanta Regional Commission has determined that the draft plan submitted by the Cities and Fulton County (Fulton Industrial District) meet the minimum standards.

RESOLUTION NO. _____

WHEREAS, Mayor and Council, as well as staff, have reviewed and recommend acceptance of the Executive Summary and the Appendix, in the form of the South Fulton Comprehensive Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Fairburn hereby adopts that the South Fulton Comprehensive Transportation Plan.

SO RESOLVED this ____ day of _____, 2020.

CITY OF FAIRBURN

By: _____, Mayor

(SEAL)

COUNCIL MEMBERS

Attest: City Clerk



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE TASK ORDER #10 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be \$25,000. 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 #10 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 #10 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council Approve Task Order #10 with Pond & Company for Professional Engineering & Landscape Architectural Services and authorize Mayor to sign the Task Order for an amount not to exceed \$25,000.


Elizabeth Carr-Hurst, Mayor



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

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: 

Interim City Clerk: Shana T. Moss

Approved as to form:



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 10: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)

To: City of Fairburn

PO Box 145

Fairburn, GA 30213

Attn: Mr. Lester Thompson

Date: October 1, 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 \$25,000 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.

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: _____

Exhibit A100-General Fund
Public Works Admin
EXPENDITURES

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) REQUESTED BUDGET	(FY2020-21) PROPOSED BUDGET
Personal Services									
100-4100-51-1100	Salaries & Wages	196,147	164,754	126,848	126,568	77,890	126,568	126,568	126,568
100-4100-51-1300	Overtime	404	258	305	300	173	300	300	300
100-4100-51-1900	Allocate to Stormwater	(40,000)	(64,544)	-	-	-	-	-	-
100-4100-51-2100	Group Insurance	37,341	30,693	30,972	35,617	15,834	35,617	35,617	35,617
100-4100-51-2150	Health Reimbursement	-	-	-	-	1,152	1,152	1,152	1,152
100-4100-51-2200	F.I.C.A. & Medicare Tax	15,468	11,196	8,727	12,000	5,402	9,000	12,000	12,000
100-4100-51-2400	Retirement	14,298	14,391	10,444	14,391	-	14,391	14,391	14,391
100-4100-51-2600	Unemployment	126	-	-	-	-	-	-	-
100-4100-51-2700	Workers Comp	5,265	5,550	4,858	6,000	-	6,000	6,000	6,000
100-4100-51-2905	Incentive Pay	4,548	1,949	1,299	1,299	1,299	1,299	-	-
TOTAL		233,597	164,247	183,453	196,175	101,750	194,327	196,028	196,028
Personal Services									
Purchased-Contracted									
100-4100-52-1200	Professional	34,235	93,306	73,659	120,000	54,245	80,000	120,000	120,000
100-4100-52-1242	Pre-Employment Screeni	-	-	-	0	-	-	-	-
100-4100-52-2200	R&M Building	87	-	-	-	-	-	-	-
100-4100-52-3200	Telephone	2,265	1,172	1,160	1,000	683	1,000	1,000	1,000
100-4100-52-3300	Advertising	270	2,215	2,703	2,000	1,817	2,000	2,000	2,000
100-4100-52-3400	Printing & Binding	1,620	128	405	1,500	49	1,000	1,500	1,500
100-4100-52-3450	Postage	-	-	15	250	54	250	250	250
100-4100-52-3500	Travel	25	225	-	2500	-	-	2,500	2,500
100-4100-52-3600	Dues & Subscriptions	-	-	-	250	-	250	250	250
100-4100-52-3700	Education & Training	-	1,259	1,337	3,000	475	1,500	3,000	3,000
100-4100-52-3705	Business Meetings	40	-	-	-	-	-	-	-
100-4100-52-3900	Other Contract Service	5,310	-	-	5,000	-	5,000	5,000	5,000
TOTAL		43,852	98,305	79,279	135,500	57,323	91,000	135,500	135,500
Purchased-Contracted									
Supplies									
100-4100-53-1100	Office Supplies	2,190	1,291	1,686	3,000	1,155	3,000	3,000	3,000
100-4100-53-1270	Gasoline	-	1,000	889	1,000	192	500	1,000	1,000

□

100-General Fund
Public Works Admin
EXPENDITURES

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2020 Estimated By 9/30/2020	REQUESTED BUDGET	PROPOSED BUDGET
100-4100-53-1600	Small Equip 500-5000	631	-	-	2,000	2,108	2,108	2,000	2,000
100-4100-53-1700	Misc Supplies <500	1,399	-	-	500	28	300	500	500
100-4100-53-1710	Uniforms/Clothing	-	265	425	500	-	-	500	500
100-4100-53-1720	Repair Parts	-	35	-	0	-	-	-	-
100-4100-53-1730	Duncan Park	-	-	-	-	-	-	-	-
TOTAL Supplies		4,220	2,591	3,000	7,000	3,483	5,908	7,000	7,000
Capital Outlay									
100-4100-54-2200	Vehicles	27,173	-	-	-	-	-	-	-
100-4100-54-2300	Furniture & Fixtures	-	-	-	5,000	-	-	5,000	5,000
100-4100-54-2400	Computers	2,412	-	-	-	-	-	-	-
TOTAL Capital Outlay		29,585	-	-	5,000	-	-	5,000	5,000
TOTAL Public Works Admin		311,254	265,143	265,732	343,675	162,556	291,235	343,528	343,528



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE CHANGE ORDER WITH ENVIORISK CONSULTANTS TO REMOVE THE UNDERGROUND STORAGE TANKS FROM THE DOWNTOWN LCI STREETSCAPE PROJECT

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be \$1,200. The project expenditures will come out of the LCI Implementation Grant Account, expenditure line item 250-4203-54-1403.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to Approve a change order with Envirorisk Consultants, Inc. to remove the Underground Storage Tanks (USTs) from the Downtown LCI Streetscape Project for an amount of \$1,200.

HISTORY: The proposal for Envirorisk Consultants, Inc. to remove the three (3) underground storage tanks (USTs) associated with the Downtown LCI Streetscape Project for an amount of \$17,100 was approved at the September 14th City Council Meeting.

After completing the Ground Penetrating Radar (GPR), it was discovered that the tanks appear to be larger than 500 gallons and extend beneath at least one lane on Broad Street (SR 14/US 29). As such, the consultant revised the proposal by \$1,200 to capture the additional cost associated with draining of the larger tanks, the removal of the larger tanks from the roadway, the use of security plates, and other health & safety related measures.

FACTS AND ISSUES: In order have this work completed at the revised price, a change order will be required.

RECOMMENDED ACTION: Staff recommends that Mayor and Council Approve the change order from Envirorisk Consultants for \$1,200.


Elizabeth Carr-Hurst, Mayor



Envirorisk Consultants, Inc.

Physical Address:
149 Lee Byrd Road
Loganville, GA 30052

Mailing Address:
Post Office Box 945
Grayson, GA 30017

Phone: 678-635-7360
Fax: 678-635-7380
www.eriskinc.com

"Providing Risk-Based Environmental Solutions from a Business Perspective."

August 6, 2020

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

Subject: **Proposal for Abandoned UST Closure
W. Campbellton Rd & CS 4050/Smith Street
Fairburn, Georgia
USTMP Facility ID: Unregistered**

Dear Mr. Thompson-

Envirorisk Consultants, Inc. (Envirorisk) appreciates the opportunity to provide you with this proposal for an expedited closure of two to three abandoned underground storage tanks (USTs) and associated piping identified at the referenced location. Based on our site visit and discussions, we understand that the USTs were identified during a sidewalk construction project. Our field services manager believes a total of three USTs presumably 500 to 1,000 gallons each, are present. A mixture of water and an unknown petroleum product appear to be present in at least two of the USTs. Based on this finding, an expedited closure is recommended, as required under the Georgia Rules for Underground Storage Tank Management (391-3-15).

Envirorisk provides specialty environmental consulting and contracting services and has served the needs of private commercial, industrial, municipal and state agencies since 1996. We offer a unique combination of highly specialized environmental consulting and remediation specialists with experience completing UST projects from the closure stage to assessment and soil and groundwater corrective action. We maintain excellent working relationships with Georgia Environmental Protection Division (EPD) personnel and work diligently to complete projects and receive "No Further Action" (NFA) final documentation. Our team includes Registered Professional Geologists, Remediation Engineers, PHD level chemists/engineering specialists, environmental scientists, heavy equipment operators, drilling specialists, and other experienced subcontractors with collectively over -75- years of direct experience working with Georgia EPD to successfully close sites. All our personnel have completed OSHA 40-hour HAZWOPER training (1910.120) with annual 8-hour refreshers, First Aid/CPR, and other specialized training.

Our company is proud of its safety record and has not had an OSHA reportable accident or incident since the company's inception.

The scope of work for this UST closure is outlined in the following bulleted items:

- Due to the inability to trace the outline of the USTs in the excavation, Envirorisk recommends an initial Ground Penetrating Radar (GPR) survey of the excavation area and adjacent roadway. GPR is a non-invasive method of checking for buried metallic objects or other anomalies without removing pavement or excavating soil. In most cases, the use of GPR, will allow a determination of the tank(s) outline and approximate depth. This survey will require approximately one full day to complete. A site sketch illustrating the findings and summary report will be provided.
- Following the GPR survey, Envirorisk will mobilize a suitably sized vacuum truck or pump truck to extract the residual fluids from the USTs. Following fluid extraction, Envirorisk will apply an environmentally approved surfactant for cleaning and sludge removal. Cleaning will be performed until the internal tank environment is inert as determined using field instrumentation. If necessary, "dry ice" will be added to inert the atmosphere inside each tank.
- Assuming the presence of three, 500 gallon USTs, Envirorisk will prepare and submit a "Closure Activity Form" (GUST-29) to the EPD informing them of the USTs closure. This form provides for a 30-day waiting period that is customarily waived to allow immediate field implementation, which will be requested by Envirorisk.
- In conjunction with submitting the closure form, the Local Utilities Protection Center (UPC) will be contacted and a Site Specific Health and Safety Plan (HASP) will be prepared. The site HASP will be prepared in accordance with 29 CFR 1910.120 to ensure safe working conditions during the removal operation.
- Prior to tank excavation, Envirorisk will meet with City of Fairburn personnel to ensure that the work area is clearly marked, the road is closed, and/or vehicular access is limited. The soil overburden and backfill around the sides of the USTs will initially be excavated using a hydraulic excavator and staged, as needed, for field vapor screening using a photoionization detector (PID). The USTs will be carefully removed for staging on-site and field inspection for visual evidence of corrosion or pitting. Photographs will be taken to document the condition of each tank prior to loading on a flatbed truck for removal. The USTs will be transported off-site to a metal recycler for scrap reduction.
- After removal of the USTs, Envirorisk personnel will collect soil samples from native soils beneath the USTs and from the soil stockpile for petroleum specific analysis required in the EPD closure guidance. Since the petroleum contents were unknown, soils will be collected for laboratory analysis of benzene, toluene,

ethylbenzene, and xylenes (BTEX), polynuclear aromatic hydrocarbons (PAHs), gasoline range organics (GRO), and diesel range organics (DRO), using EPA approved laboratory methods. The samples will be placed in laboratory provided containers, logged on a chain-of-custody, and stored on ice in a cooler for hand transport to an EPD approved laboratory for analysis. Sample collection will be guided by field vapor screening performed by EnviroRisk personnel using a PID. *In the event that petroleum impact is observed, soil over-excavation followed by the collection of additional confirmatory soil samples, may be required, at an additional cost.*

- Concurrent with the UST excavation, a water resource survey will be performed to help determine EPD clean-up thresholds. The survey will include a field and office review of water well databases within a one-mile radius of the site. A drive-by search will be performed to inspect private residences for water wells and locate nearby streams and/or buried utilities, within 0.25 mile of the site. The search will also include a review of topographic maps to identify nearby streams or water bodies.
- EnviroRisk will review the laboratory data and will compare the sample analytical results to EPD closure guidance allowances (Soil Threshold Levels or STLs) to determine if a reportable petroleum release has occurred. If a petroleum release has occurred, EnviroRisk will notify the client regarding EPD reporting responsibilities.
- Assuming soils are below STLs, the excavation will be backfilled using excavated soils combined with local fill to a safe depth (2-4 feet). *Compaction will be performed using the hydraulic excavator only and is not intended to meet geotechnical engineering standard proctor values.* In addition, it is assumed that the City's contractor will complete all backfilling to grade and re-paving.
- A final UST Closure Report will be prepared using the EPD template. The report will include a scaled site map, topographic map, photographic log, laboratory report(s), disposal manifests, and other suitable field and health and safety documentation. The Closure Report will be prepared for on-line submittal to the EPD via the new GEOS login system. This will require the City of Fairburn to create a secure login portal after registering the USTs and allow EnviroRisk permission to access and upload the report. A hard copy will be prepared and submitted to the client. The Closure Report will be stamped by an EnviroRisk Registered Professional Geologist who directed field activities and report preparation.

EnviroRisk will provide these services for the costs provided below:

- Initial GPR Survey to locate tank extent, summary report - **\$2,250.00**
- Vacuum Truck Fluid Removal/Inert Tanks (assuming 750 gallons) - **\$2,650.00**
- Excavation, removal, scrap reduction of three 500 gallons USTs – **\$7,250.00**

- Backfilling of excavation to two to four of grade (assuming 30 tons)- **\$2,050.00**
- Laboratory testing (based on the collection of four soil samples) - **\$1,550.00**
- Professional services, oversight, water resource survey, reporting - **\$1,350.00**

ESTIMATED TOTAL: \$17,100.00

All work was performed in accordance with the assumptions described below.

Assumptions:

- All field work will be conducted during normal business hours. This proposal has been prepared based on the assumption that *three 500 gallon USTs are present in an accessible area partially under or adjacent to the roadway*. The GPR findings and/or initial exploratory excavation may reveal that the USTs are larger in capacity or are located in an inaccessible area based on site conditions. Proposal costs will be adjusted as needed after notifying the client and receiving electronic authorization. Field work is expected to require three to four days for completion.
- Costs DO NOT INCLUDE soil over-excavation, confirmatory sampling, and off-site disposal of petroleum impacted soils, if encountered. These costs will vary depending on the quantity and current landfill rates. In some cases, deeper soil over-excavation can be performed, based on the findings of the Water Resource Survey, to obtain a NFA, without off-site soil disposal.
- Costs for vacuum truck fluid removal and disposal are based on removal of a maximum of 750 gallons. Any additional fluid present will be removed at a unit rate cost of \$1.50 per gallon. All fluids will be transported by a licensed carrier for on-site treatment and recycling. A manifest will be provided to the client.
- Costs include the collection of a maximum of four soil samples for laboratory analysis of BTEX, PAHs, GRO, and DRO, as required by EPD closure guidance. In the event that the tank size is determined to be larger than 1,000 gallons each, a minimum of one additional sample per tank will be required at an additional cost of **\$250 each**. If elevated soil contamination is detected with the PID or free phase product is observed in the soils, over-excavation and supplemental sampling may be required, *at an additional cost*, to achieve a NFA status. If groundwater impact is observed, a separate CAP-A investigation and report will be required at an additional cost. The client will be notified prior to any cost increases.
- Envirorisk will contact the local Utility Protection Center to mark utilities in the work area. Envirorisk or its contractors *are not responsible* for re-locating underground utilities and we accept *no responsibility* for accidental damage to un-marked utilities.

- Soil backfilling will be performed using local fill soils with basic compaction performed using the hydraulic excavator. Backfilling will be performed to a safe depth ranging from 2 to 4 below grade.
- This proposal and costs contained in the assumptions remain in effect for a period of 60 days from the date of the proposal. Costs are subject to change based on market conditions, labor rate adjustments, and material costs.

Envirorisk appreciates the opportunity to serve your needs on this project. We are available to mobilize as early as next week to initiate GPR services. Please contact us if you have any questions about the scope of work or are ready to initiate the work. A separate terms and condition contract will be provided for signed authorization prior to the start of work. Thank-you.

Sincerely,

ENVIRORISK CONSULTANTS, INC.



Kenneth Summerour, P.G.
Principal Geologist

ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

Envirorisk Consultants, Inc. (Envirorisk) shall perform *Professional Environmental Services* associated with a UST Closure as described in the August 6, 2020 Proposal for Abandoned UST Closure and shall invoice the Client for those services described in the Proposal Acceptance Agreement (attached on Page 3). Any estimate of cost to the Client as stated in this contract shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). Envirorisk may provide additional services under this contract as requested by the Client and invoice the Client for those additional services as described or at the listed standard rates. The prices shown will be valid for thirty (30) days unless otherwise stated in the proposal.

2. RIGHT OF ENTRY

The Client will provide for right of entry of Envirorisk personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

Envirorisk will complete all services as described and will submit a lump sum invoice of \$17,100.00, based on the line item breakdown and assumptions provided, for immediate payment, PRIOR TO electronic submittal of the UST Closure Report, unless other payments arrangements are made. Report submittal will require a secure login set-up by the tank owner on the Georgia EPD database (GEOS). One hard copy of the UST Closure will be provided to the Client. Interest charges will start to accrue ten (10) days from invoice date. Client agrees to pay an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay Envirorisk for its services in accordance with this agreement.

4. OWNERSHIP OF DOCUMENTS

The results of Envirorisk's services under this agreement shall be the exclusive property of Client, and all documents (including, without limitation, all writings, drawings, blueprints, picture, recordings, and all copies or reproductions thereof) that describe or relate to the services performed or to be performed pursuant to this agreement or the results thereof, including, without limitation, all notes, data, reports or other information received or generated in the performance of this agreement, shall be the exclusive property of Client and shall be delivered to Client upon request, (except for one copy, which may be retained by Envirorisk for its files). No articles, papers, treatises, or presentations pursuant to this agreement shall be presented or submitted for publication without the prior written consent of Client. Client agrees that all reports and other work furnished to Client or his agents which are not paid for will be returned upon demand and will not be used by Client for any purpose whatsoever.

5. DISPUTES

All claims, disputes and controversies arising out of or in relation to the performance, interpretation, application or enforcement of this agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association. Should mediation not successfully resolve the dispute, the dispute shall be brought in the Superior Court of Walton County. The parties irrevocably submit to the jurisdiction of said court and waive any defenses relating to personal jurisdiction or venue. This Agreement shall be interpreted under the laws of the state of Georgia.

6. STANDARD OF CARE

Service performed by Envirorisk under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

7. LIMITATION OF LIABILITY

ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

For any damage caused by negligence, including errors, omissions, or other acts; or for any damages based in contract; or for any other cause of action, Envirorisk's liability under this Agreement, including that of its employees, agents, directors, officers, and subcontractors, shall not exceed the total cost shown on the proposal. In no event shall Envirorisk be liable to Client for consequential damages, including, but not limited to, lost profits.

8. TERMINATION

Client reserves the right to terminate the project at any time upon ten (10) days written notice. If termination is for convenience, Client shall reimburse Envirorisk for services performed to the termination notice date plus reasonable expenses of termination. The expenses of termination shall include all direct costs of Envirorisk and reasonable expenses to demobilize. Either party may terminate this agreement upon ten (10) days written notice in the event of substantial failure by the other party to form in accordance with the terms herein. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this agreement is terminated due to Envirorisk's failure to perform, Client shall pay Envirorisk for services performed to the termination notice date; provided that any disputed work performed, or services rendered by Envirorisk shall be subject to the provisions of Section 5 of this agreement.

9. ASSIGNS

Neither the Client nor Envirorisk may delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of the other party. Furthermore, this agreement contains each and every agreement and understanding between the parties relating to its subject matter. It may not be altered or amended except in writing and signed by both the Client and Envirorisk.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the above-mentioned contract, wording of the Terms and Conditions shall govern unless the contract clearly and expressly voids the conflicting element in the Terms and Conditions. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall remain valid and continue in force.

11. SAFETY

Envirorisk is only responsible for the safety on site of its own employees and subcontractors during the performance of the work, and compliance with OSHA regulations. Neither the professional activities of Envirorisk, nor the presence of Envirorisk's employees and subcontractors shall be construed to imply Envirorisk has any responsibility for any activities on site performed by personnel other than Envirorisk's employees or its subcontractors. Envirorisk will contact the local Utility Protection Center prior to the start of subsurface activities, as required by local laws or ordinances. Envirorisk nor its subcontractors are responsible for damage to unmarked utilities or subsurface structures.

12. DELAYS IN WORK

Envirorisk will pursue the work in an efficient and expeditious manner consistent with good quality practices. Envirorisk will not be responsible for delays in the work caused by Client or Client's agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Abandoned UST Closure – City of Fairburn; Facility ID: Unregistered

Project Location: W. Campbellton Rd & SC 4050/Smith Street

Proposal Amount: \$17,100.00, based on the breakdown provided and proposed assumptions

Scope: The scope of work will include performing a UST Closure of two or three abandoned USTs at the referenced site as described in the *August 6, 2020 Proposal for Abandoned UST Closure*. The cost breakdown estimated in the proposal is as follows:

- Initial GPR Survey to locate tank extent, summary report - **\$2,250.00**
- Vacuum Truck Fluid Removal/Inert Tanks (assuming 750 gallons) - **\$2,650.00**
- Excavation, removal, scrap reduction of three 500 gallons USTs – **\$7,250.00**
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- Laboratory testing (based on the collection of four soil samples) - **\$1,550.00**
- Professional services, oversight, water resource survey, reporting - **\$1,350.00**

Additional costs may be incurred based on the assumptions provided in the proposal.

For Approval and Payment of Charges:

Firm: City of Fairburn

Address: 26 W. Campbellton Street

City: Fairburn

State: GA

Zip Code: 30213

Attention: Elizabeth Carr-Hurst (Mayor), mayorhurst@fairburn.com

This AGREEMENT, including the terms and conditions attached hereto, together with the proposal constitutes the entire agreement between client and Envirorisk and supersedes all prior written or oral understandings. This AGREEMENT is accepted by:

Client: City of Fairburn

Signature: 

By (Print): Elizabeth Carr-Hurst

Title: Mayor

Date: 9/21/20

Envirorisk Consultants, Inc.

Signature: 

By: Kenneth C. Summerour, PG

Title: VP/Principal Geologist

Date: September 15, 2020

Lester Thompson

From: Ken Summerour <ksummerour@eriskinc.com>
Sent: Wednesday, September 30, 2020 6:42 PM
To: Lester Thompson; Amy Bohon
Cc: John O'Brien; Marceia Lindley; 'jgsmith4277@gmail.com'; Joe Smith
Subject: RE: Abandoned UST Closure - Terms & Conditions
Attachments: Location of USTs from GPR survey.pdf

Lester,

We completed the Ground Penetrating Radar (GPR) survey yesterday as described in the approved proposal. Enclosed are some photos showing the approx. location of the underground fuel tanks with black dashed lines. The USTs appear to be larger than 500 gallons and extend beneath at least one lane of Broad Street (US 29). We assumed that the tanks ran under the sidewalk and the adjacent parking lot with possibly a portion under the shoulder of the road but NOT under an entire lane of the road at a turning lane. In order to remove the tanks, we are anticipating blocking at least two lanes of traffic (see photo). Based on the GPR survey, the tanks appear to be 10 to 12 feet long and are assumed to extend to a depth of 8 to 10 feet. Additional costs will be required to cut asphalt and compact the roadbed to DOT specifications. Can the contractor you retained for the sidewalk work handle the road repair if we handle the tank excavation, removal, and sampling as proposed?? Our proposal covered partial backfilling only using excavated soils to 2' to 4'. We can provide a cost for DOT spec backfilling and road repair but will have to contract with an engineering firm that will provide the standard proctor testing required by DOT.

I have a meeting out of town at a site tomorrow but feel free to call me to discuss further prior to us scheduling the excavation work. Thank-you

Kenneth C. Summerour P.G.

Principal Geologist



Envirorisk Consultants, Inc.

P.O. Box 945

Grayson, GA 30017

Mobile: 770-241-6176

Phone: 678.635.7360

Fax: 678.635.7380

ksummerour@eriskinc.com







ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

Envirorisk Consultants, Inc. (Envirorisk) shall perform *Professional Environmental Services* associated with a *UST Closure* as described in the *August 6, 2020 Proposal for Abandoned UST Closure* and shall invoice the Client for those services described in the **Revised** Proposal Acceptance Agreement (attached on Page 3). Any estimate of cost to the Client as stated in this contract shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). Envirorisk may provide additional services under this contract as requested by the Client and invoice the Client for those additional services as described or at the listed standard rates. The prices shown will be valid for thirty (30) days unless otherwise stated in the proposal.

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The Client will provide for right of entry of Envirorisk personnel and all necessary equipment to the project site or sites, in order to complete the work.

3. INVOICES

Envirorisk will complete all services as described and will submit a lump sum invoice of **\$18,300.00**, based on the line item breakdown and assumptions provided, for immediate payment, PRIOR TO electronic submittal of the UST Closure Report, unless other payments arrangements are made. Report submittal will require a secure login set-up by the tank owner on the Georgia EPD database (GEOS). One hard copy of the UST Closure will be provided to the Client. Interest charges will start to accrue ten (10) days from invoice date. Client agrees to pay an interest charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay Envirorisk for its services in accordance with this agreement.

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ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

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Envirorisk will pursue the work in an efficient and expeditious manner consistent with good quality practices. Envirorisk will not be responsible for delays in the work caused by Client or Client's agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client will be charged as work time unless provided for as a separate item in the contract or other mutually agreed upon document.

ENVIRORISK CONSULTANTS, INC.
GENERAL TERMS AND CONDITIONS

PROPOSAL ACCEPTANCE AGREEMENT (REVISED)

Project Name: Abandoned UST Closure – City of Fairburn; Facility ID: Unregistered

Project Location: W. Campbellton Rd & SC 4050/Smith Street

Proposal Amount: \$18,300.00, based on the breakdown provided and proposed assumptions

Scope: The scope of work will include performing a UST Closure of two or three abandoned USTs at the referenced site as described in the *August 6, 2020 Proposal for Abandoned UST Closure*. The cost breakdown estimated in the proposal is as follows:

➤ Initial GPR Survey to locate tank extent, summary report -	\$2,250.00
➤ Vacuum Truck Fluid Removal/Inert Tanks (assuming 750 gallons) -	\$2,650.00
➤ Excavation, removal, scrap reduction of three 500 gallons USTs -	\$7,250.00
➤ Backfilling of excavation to two to four of grade (assuming 30 tons) -	\$2,050.00
➤ Laboratory testing (based on the collection of four soil samples) -	\$1,550.00
➤ Professional services, oversight, water resource survey, reporting -	\$1,350.00
➤ Additional costs: tank removal in the roadway, security plates and health & safety measures, additional water removal from tanks	<u>- \$1,200.00</u>
	\$18,300.00

Adjusted costs assume the City's contractor will handle all backfilling of the excavation and pavement restoration as well as providing security devices for blocking the roads (at least two lanes) to allow the work to be performed safely. Additional costs may be incurred based on the assumptions provided in the 8-6-2020 proposal.

For Approval and Payment of Charges:

Firm: City of Fairburn

Address: 26 W. Campbellton Street

City: Fairburn

State: GA

Zip Code: 30213

Attention: Elizabeth Carr-Hurst (Mayor), mayorhurst@fairburn.com

This AGREEMENT, including the terms and conditions attached hereto, together with the proposal constitutes the entire agreement between client and Envirorisk and supersedes all prior written or oral understandings. This AGREEMENT is accepted by:

Client: City of Fairburn

Envirorisk Consultants, Inc.

Signature: _____

Signature: 

By (Print): _____

By: Kenneth C. Summerour, PG

Title: _____

Title: VP/Principal Geologist

Date: _____

Date: October 2, 2020

Exhibit A
250-Grants Fund

CITY OF FAIRBURN
DEPARTMENT REQUESTED BUDGET
AS OF: MAY 31ST, 2020

PAGE: 1

REVENUES

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
Intergovernmental									
250-0000-33-1410	SR 74 Interchange Design	344,940	-	347,094	244,617	-	-	694,492	694,492
250-0000-33-3060	CDBG	55,000	-	-	285,000	-	-	774,974	774,974
250-0000-33-4000	GEMA/FEMA	-	-	-	-	-	-	-	-
250-0000-33-4055	LMIG - Road Resurfacing	165,749	243,511	187,964	390,526	202,562	-	200,000	200,000
250-0000-33-6000	CDBG Grant	-	50,000	-	-	66,712	-	-	-
TOTAL									
Intergovernmental		565,689	293,511	535,058	920,143	269,274	-	1,669,466	1,669,466
Miscellaneous Revenue									
250-0000-38-1000	Grant Revenue - Police	-	-	-	-	-	-	51,073	51,073
250-0000-38-1001	Grant Revenue - Fire	-	9,895	-	-	-	-	512,619	512,619
250-0000-38-1002	LWCF - Grant Recreation	-	-	-	-	-	-	-	-
250-0000-38-8000	Insurance Claim Proceed	-	-	-	-	-	-	-	-
250-0000-38-9000	TE Project Hwy 29/138	-	-	-	-	-	-	-	-
250-0000-38-9010	Interchange Study SR-74	-	389,415	-	-	-	-	-	-
250-0000-38-9013	LCI Implementation Gran	99,712	15,124	11,682	4,362,752	100,500	-	3,825,861	3,825,861
250-0000-38-9014	LCI Downtown Master Plan	-	-	-	-	-	-	100,000	100,000
TOTAL									
Miscellaneous Revenue		99,712	414,434	11,682	4,362,752	100,500	-	4,489,553	4,489,553
Other Financing Sources									
250-0000-39-9900	Budget Carryforward	-	-	-	-	-	-	815,685	815,685
250-0000-39-5800	Transfer From General	389,410	196,174	196,174	1,172,912	-	-	553,297	553,297
TOTAL									
Other Financing Sources		389,410	196,174	43,544	1,172,912	-	-	1,368,982	1,368,982
TOTAL REVENUES		1,054,811	904,119	590,284	6,455,807	369,774	-	7,528,001	7,528,001

□

EXPENDITURES

TOTAL									
Police		-	-	-	-	-	-	-	-

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PAGE: 3

Capital Outlay

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
250-3200-54-2500	Grant Purchase - Police	-	-	-	-	-	-	51,073	51,073
250-3500-54-2500	Grant Purchase - Fire	-	9,895	-	-	-	-	539,143	539,143
TOTAL Capital Outlay		-	9,895	-	-	-	-	590,216	590,216
TOTAL Police&Fire Department		-	9,895	-	-	-	-	590,216	590,216

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PAGE: 4

Capital Outlay

250-4100-54-1100	REBC Expense	-	-	-	-	-	-	-	-
250-4100-54-1300	TE Project Hwy 29/138	-	-	-	-	-	-	-	-
250-4100-54-1405	Interchange Study SR -	-	-	-	244,617	11,436	-	-	-
250-4100-54-1410	Interchange Design - SR	354,462	345,611	390,898	-	-	-	694,492	694,492
250-4100-54-1415	Interchange - Acquisiti	-	-	-	-	-	-	-	-
250-4100-54-1420	Interchange Constructio	-	-	-	-	-	-	-	-
TOTAL Capital Outlay		354,462	345,611	390,898	244,617	11,436	-	694,492	694,492
TOTAL Public Works Admin		354,462	345,611	390,898	244,617	11,436	-	694,492	694,492

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PAGE: 5

LMIG

EXPENDITURES

250-Grants Fund

Capital Outlay

250-4201-54-1404	LMIG - Road Resurfacin	420,497	-	-	390,526	187,964	-	200,000	200,000
TOTAL Capital Outlay		420,497	-	-	390,526	187,964	-	200,000	200,000

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
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TOTAL LMIG		420,497	-	-	390,526	187,964	-	200,000	200,000
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CDBG
EXPENDITURES

Capital Outlay

250-4202-54-1402	CDBG	161,140	-	-	663,926	-	-	774,974	774,974
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TOTAL Capital Outlay		161,140	-	-	663,926	-	-	774,974	774,974
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TOTAL CDBG		161,140	-	-	663,926	-		774,974	774,974
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PAGE: 7

250-Grants Fund
LCI Implementation

Capital Outlay

250-4203-54-1403	LCI Implementation Gran	127,343	120,896	262,152	5,156,738	13,425	1,299,253	5,143,319	5,143,319
250-4203-54-1404	LCI Downtown Master Plan	-	-	-	-	-	-	125,000	125,000

TOTAL Capital Outlay		-	-	-	-	-	-	5,268,319	5,268,319
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TOTAL LCI Implementation		-	-	-	-	-	-	5,268,319	5,268,319
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PAGE: 8

Recreation Programs

Capital Outlay

250-6100-54-2500	LWCF - Grant Purchases	-	-	-	-	-	-	-	-
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TOTAL Capital Outlay		-	-	-	-	-	-	-	-
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		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
TOTAL Recreation Programs		-	-	-	-	-	-	-	-
TOTAL EXPENDITURES		936,099	355,506	390,898	1,299,069	199,400	774,974	7,528,001	7,528,001
REVENUE OVER/(UNDER)	EXPENDITURES	118,712	548,613	199,386	5,156,738	170,374	(774,974)	-	-



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE CHANGE ORDER #2 WITH PRECISION 2000 TO ASSIST IN THE REMOVAL OF THE UNDERGROUND STORAGE TANKS FROM THE DOWNTOWN LCI STREETSCAPE PROJECT

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

Submitted: 10/06/2020
10/12/2020

Work Session: N/A

Council Meeting:

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be \$17,563.95. The project expenditures will come out of the LCI Implementation Grant Account, expenditure line item 250-4203-54-1403.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Change Order #2 with Precision 2000, Inc. to assist in the removal of the Underground Storage Tanks (USTs) from the Downtown LCI Streetscape Project for an amount of \$17,563.95.

HISTORY: After completing the Ground Penetrating Radar (GPR) associated with the Envirorisk UST removal scope, it was discovered that the tanks extend beneath at least one lane of West Broad Street (SR 14/US 29). As such, a proposal was requested from Precision 2000, the roadway contractor for the LCI Streetscape Project, to provide the necessary traffic control to remove the tanks and to restore the roadway per GDOT standards and specifications upon completion.

FACTS AND ISSUES: For the removal of the USTs to be completed in a safe manner and the roadway to be restored per GDOT standards and specifications, a change order will be required.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve Change Order #2 with Precision 2000 for \$17,563.95.


Elizabeth Carr-Hurst, Mayor



October 6th, 2020

Mr. Lester Thompson
Director of Community Development/Public Works
City of Fairburn
26 W. Campbellton St.
Fairburn, Georgia 30213

20-191-L004RFP
Page 1 of 2

Via e-mail

Sub.: IFB 19-005, PI 0012636, SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET

Ref.: Proposal – Traffic Control and Backfill for Fuel tank removal

Dear Mr. Lester:

As per your request, Precision 2000, Inc. (P2K) is pleased to provide to the City of Fairburn (CoF) the following price proposal for the above-referenced project. Our quote is based on a lump-sum price based on the observations on the field. Our proposal includes all the labor, materials, subcontractors, and equipment to perform the referenced job:

Scope of work:

Provide traffic control up to 7 days for the removal of three (3) 2,000-gallon steel Underground Storage Tanks (UST's)

- Location: 70 NW Broad St, Fairburn, Ga. 30213. This work includes the following:
- Traffic control includes a lane closure, TIR request, arrow board, and a message board.
- Sawcut for the asphalt to be removed.
- Backfill with 57 stone (Source approved by GDOT)
- Installation of 6in of GAB for the affected lane.
- Installation of 8in of Class B concrete (High early) for the affected lane (P2K will leave 1.5in for asphalt topping).

The total amount for the work described above is \$17,563.95 and a time extension of 1 weeks.

Notes:

- One (1) mobilization is included in the proposal.
- Lane two to remain closed for one night when P2K pours Class B high early concrete.
- This proposal expires in 30 days.

Exclusions:

- Mass rock excavation.
- Tank removal.
- Utility relocations.
- Testing.
- Removal of unsuitable material or fuel-exposed material if needed.



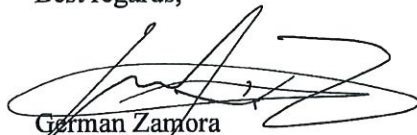
October 6th, 2020

Mr. Lester Thompson
Director of Community Development/Public Works
City of Fairburn
26 W. Campbellton St.
Fairburn, Georgia 30213

20-191-L004RFP
Page 2 of 2

Should you have any questions, do not hesitate to contact me.

Best regards,



German Zamora
Project Manager
Precision 2000, Inc.

Exhibit A
250-Grants Fund

CITY OF FAIRBURN
DEPARTMENT REQUESTED BUDGET
AS OF: MAY 31ST, 2020

PAGE: 1

REVENUES

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
Intergovernmental									
250-0000-33-1410	SR 74 Interchange Design	344,940	-	347,094	244,617	-	-	694,492	694,492
250-0000-33-3060	CDBG	55,000	-	-	285,000	-	-	774,974	774,974
250-0000-33-4000	GEMA/FEMA	-	-	-	-	-	-	-	-
250-0000-33-4055	LMIG - Road Resurfacing	165,749	243,511	187,964	390,526	202,562	-	200,000	200,000
250-0000-33-6000	CDBG Grant	-	50,000	-	-	66,712	-	-	-
TOTAL									
Intergovernmental		565,689	293,511	535,058	920,143	269,274	-	1,669,466	1,669,466
Miscellaneous Revenue									
250-0000-38-1000	Grant Revenue - Police	-	-	-	-	-	-	51,073	51,073
250-0000-38-1001	Grant Revenue - Fire	-	9,895	-	-	-	-	512,619	512,619
250-0000-38-1002	LWCF - Grant Recreation	-	-	-	-	-	-	-	-
250-0000-38-8000	Insurance Claim Proceed	-	-	-	-	-	-	-	-
250-0000-38-9000	TE Project Hwy 29/138	-	-	-	-	-	-	-	-
250-0000-38-9010	Interchange Study SR-74	-	389,415	-	-	-	-	-	-
250-0000-38-9013	LCI Implementation Gran	99,712	15,124	11,682	4,362,752	100,500	-	3,825,861	3,825,861
250-0000-38-9014	LCI Downtown Master Plan	-	-	-	-	-	-	100,000	100,000
TOTAL									
Miscellaneous Revenue		99,712	414,434	11,682	4,362,752	100,500	-	4,489,553	4,489,553
Other Financing Sources									
250-0000-39-9900	Budget Carryforward	-	-	-	-	-	-	815,685	815,685
250-0000-39-5800	Transfer From General	389,410	196,174	196,174	1,172,912	-	-	553,297	553,297
TOTAL									
Other Financing Sources		389,410	196,174	43,544	1,172,912	-	-	1,368,982	1,368,982
TOTAL REVENUES									
□		1,054,811	904,119	590,284	6,455,807	369,774	-	7,528,001	7,528,001

EXPENDITURES

TOTAL									
Police		-	-	-	-	-	-	-	-

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PAGE: 3

Capital Outlay

250-3200-54-2500	Grant Purchase - Police	-	-	-	-	-	-	51,073	51,073
250-3500-54-2500	Grant Purchase - Fire	-	9,895	-	-	-	-	539,143	539,143
TOTAL		-	9,895	-	-	-	-	590,216	590,216
Capital Outlay		-	9,895	-	-	-	-	590,216	590,216
TOTAL		-	9,895	-	-	-	-	590,216	590,216
Police&Fire Department		-	9,895	-	-	-	-	590,216	590,216

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PAGE: 4

Capital Outlay

250-4100-54-1100	REBC Expense	-	-	-	-	-	-	-	-
250-4100-54-1300	TE Project Hwy 29/138	-	-	-	-	-	-	-	-
250-4100-54-1405	Interchange Study SR -	-	-	-	244,617	11,436	-	-	-
250-4100-54-1410	Interchange Design - SR	354,462	345,611	390,898	-	-	-	694,492	694,492
250-4100-54-1415	Interchange - Acquisiti	-	-	-	-	-	-	-	-
250-4100-54-1420	Interchange Constructio	-	-	-	-	-	-	-	-
TOTAL		354,462	345,611	390,898	244,617	11,436	-	694,492	694,492
Capital Outlay		354,462	345,611	390,898	244,617	11,436	-	694,492	694,492

TOTAL
Public Works Admin

354,462 345,611 390,898 244,617 11,436 - 694,492 694,492

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PAGE: 5

LMIG
EXPENDITURES
250-Grants Fund
Capital Outlay

250-4201-54-1404	LMIG - Road Resurfacin	420,497	-	-	390,526	187,964	-	200,000	200,000
TOTAL		420,497	-	-	390,526	187,964	-	200,000	200,000
Capital Outlay		420,497	-	-	390,526	187,964	-	200,000	200,000

	2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
TOTAL LMIG	420,497	-	-	390,526	187,964	-	200,000	200,000

PAGE: 7

PAGE: 8

250-6100-54-2500	LWCF - Grant Purchases	-	-	-	-	-	-	-
TOTAL		-	-	-	-	-	-	-
Capital Outlay		-	-	-	-	-	-	-

		2016-2017 ACTUAL	2017-2018 ACTUAL	2018-2019 ACTUAL	CURRENT BUDGET	2019-2020 Y-T-D ACTUAL	2020 Estimated By 9/30/2020	(FY2020-21) PROPOSED BUDGET	(FY2020-21) APPROVED BUDGET
TOTAL Recreation Programs		-	-	-	-	-	-	-	-
TOTAL EXPENDITURES		936,099	355,506	390,898	1,299,069	199,400	774,974	7,528,001	7,528,001
REVENUE OVER/(UNDER)	EXPENDITURES	118,712	548,613	199,386	5,156,738	170,374	(774,974)	-	-



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS

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

Submitted: 10/07/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Fire

BUDGET IMPACT: \$182,000 from budget line item 250-3500-54-2500

PUBLIC HEARING? () Yes (X) No

PURPOSE: Approval of the sole source purchase of 25 Self-Contained Breathing Apparatus (SCBAs). 50 Snap-change cylinders and 25 face masks included in the Fire Department's FY 20-21 budget through the AFG Grant.

HISTORY: Self-Contained Breathing Apparatus are essential equipment in fire suppression. The current units are 14 years old, the same age as the department. Their maximum service life is 15 years. The Fire Department has been approved for Federal funding in the amount of 173,333. As a condition of the grant we are required to contribute \$8,667 of non-Federal funds for a total of 182,000.

FACTS AND ISSUES: The new generation air packs that are the latest NFPA standard, have improved safety features, such as a high temperature face mask, a low air alarm at 33% and universal PASS alarm sounds. This will ensure our Fire Fighters have the most up to date equipment when fighting fires. Municipal Emergency Services is the sole vendor in the Southeast licensed to sell Scott (manufacturer of current SCBAs) equipment.

RECOMMENDED ACTION: It is recommended that Mayor and Council approve the purchase of the Self-Contained Breathing Apparatus for the Fairburn Fire Department.


Elizabeth Carr-Hurst, Mayor



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date	08/14/2020
Quote #	QT1393935
Expires	10/30/2020
Sales Rep	Adams, Jeremy L
PO #	
Shipping Method	FedEx Ground

Bill To
FAIRBURN FIRE DEPT
56 MALONE STREET
Fairburn GA 30213

Ship To
FAIRBURN FIRE DEPT
56 MALONE STREET
Fairburn GA 30213

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
X8914021305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	24	5,777.19	138,652.56
X8914021305303			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 4.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Standard Hose, Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 1 SCBA Per Box (Black)	1	5,777.22	5,777.22
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	21	0.00	0.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm)	29	1,054.43	30,578.47
201215-21			AV3000 HT with Kevlar lining and 4-strap harness-Red, Small	5	279.52	1,397.60
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	15	279.52	4,192.80
201215-23			SIZE TBD AV3000 HT with Kevlar lining and 4-strap harness-Red, L	5	280.27	1,401.35

Subtotal	182,000.00
Shipping Cost (FedEx Ground)	0.00
Total	\$182,000.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1393935

Air-Pak X3 Pro SCBA

< SCBA



Overview

The Air-Pak™ X3 Pro SCBA is built on a foundation of redundant safety features, providing unparalleled performance to protect the family of firefighters who expect the best in the most demanding conditions, with a focus on enhancing **cleanability**, **comfort**, and **connectivity** to ensure the security and comfort of today's firefighter.

Designed for future compatibility, the Air-Pak X3 Pro SCBA meets the latest NFPA 1981/1982, 2018 Edition performance requirements.

With the new **As Long As You Own It Air-Pak SCBA Warranty**, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product.

[Request a trial.](#)

CLEANABILITY

New Harness Materials offer greater resistance to chemical exposure and less water absorption to help minimize contamination.

Easy-to-Remove Harness allows for cleaning and decontamination to help with exposure reduction.

COMFORT

New Shoulder Harness Design improves the ease of donning and minimizes pressure points to help reduce user fatigue and improve comfort.

Natural Articulation of the waist pad promotes a greater range of motion to the user while transferring weight to the hips for a more balanced load.

New Buckle Design provides firm hold to prevent inadvertent loosening of shoulder and

waist straps to help provide a secure fit of SCBA on the firefighter.

Proven Regulator Design offers low breathing resistance to help reduce user burden and improve operational efficiencies.

Redundant Safety Features afford firefighters peace of mind knowing that the SCBA will perform in the toughest environments.

3M™ Scotchlite™ Reflective Material enhances the visibility of the SCBA when operating in low light conditions, improving safety and accountability on the fireground.

CONNECTIVITY

Offering enhanced electronics with Bluetooth® technology, the Air-Pak X3 Pro SCBA supports wireless connectivity between devices for improved configurability, data transmission/retrieval, firefighter safety and fireground accountability.

Electronic PAR (ePAR) provides wireless, bi-directional communication between the firefighter and incident command (using Scott Connect Monitor Pro) to help improve fireground accountability and communications.

System Integrity Alarm provides visual and audible alerts to notify SCBA wearer and incident command (using Scott Connect Monitor Pro) of impending electronics degradation due to elevated temperature.

High Flow Alarm provides visual and audible alerts (using Scott Connect Monitor) to notify incident command of a high flow condition from a firefighter's SCBA during a full-alarm PASS activation (i.e. heavy breathing, free flow, etc.).

No Flow Alarm provides visual and audible alerts (using Scott Connect Monitor) to notify incident command of a no flow condition from a firefighter's SCBA during a full-alarm PASS activation.

Integrated RFID tags provide local storage of SCBA information that can be wirelessly interrogated for asset tracking.



General Service Administration (GSA) Approved Product



Made in the United States of America



As Long As You Own It Warranty



AV-3000 HT Facepiece

< FULL FACEPIECE





CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF 10 SETS OF BUNKER GEAR FROM BENNETT FIRE PRODUCTS

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

Submitted: 10/06/2020

Work Session: N/A

Council Meeting: 10/12/2020

DEPARTMENT: Fire

BUDGET IMPACT: \$25,870 from budget line item 100-3500-53-1710 Uniforms/Clothing.

PUBLIC HEARING? () Yes (X) No

PURPOSE: Approval of the sole source purchase of 10 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 20-21 budget as part of our department wide gear replacement.

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 10 sets of GLOBE Bunker Gear for the Fairburn Fire Department.


Elizabeth Carr-Hurst, Mayor

E Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

October 5th, 2020

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

Prices valid until 11-15-2020

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
10 @ \$2,587.00 per set = \$25,870.00

Total = \$25,870.00

Delivery: Globe Custom Gear 120-140 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



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE AN IGA WITH FULTON COUNTY SCHOOL DISTRICT TO ACCEPT APPROXIMATELY 0.186 OF RIGHT-OF-WAY WITH THE FCSD'S IMPROVEMENTS AT CAMPBELL ELEMENTARY.

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

Submitted: 10/06/2020

Work Session: None

Council Meeting: 10/12/2020

DEPARTMENT: City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: To Approve an IGA with Fulton County School District to accept approximately 0.186 of right-of-way in connection with the FCSD's improvements at Campbell Elementary School

HISTORY: The Fulton County School District has undertaken and has constructed certain improvements at Campbell Elementary School. In connection with said improvements, FCSD has constructed a turning lane and is now dedicating approximately 0.186 of new ROW to the City of Fairburn.

RECOMMENDED ACTION: For Mayor and Council to Approve the IGA with Fulton County School District to Accept Approximately 0.186 of ROW.


Elizabeth Carr-Hurst, Mayor

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this "**Agreement**") is entered into as of the _____ day of _____, 2020 (the "**Effective Date**"), by and between **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia ("**FCS**") and the **CITY OF FAIRURN, GEORGIA**, a Georgia municipal corporation (the "**City**").

WITNESSETH:

WHEREAS, FCS desires to convey and City desires to acquire approximately 0.186 acre (8,098 square feet), more or less, of real property located along the northeast right-of-way of Elder Street, Fairburn, Fulton County, Georgia, as depicted on the attached **Exhibit "A"** and described on the attached **Exhibit "A-1"** (the "**Property**"); and

WHEREAS, the parties intend for the Property to be conveyed in the form of a dedication of public right-of-way by FCS to the City.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and to codify and to implement the above described agreements and understandings of the parties hereto, FCS and City agree as follows:

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement in their entirety.

2. **Conveyance.** Subject to the terms and conditions of this Agreement, FCS agrees to dedicate and convey the Property to City, and City agrees to accept and acquire the Property from FCS, together with all improvements and appurtenances thereto.

3. **Consideration.** As consideration for FCS's conveyance of the Property to City, City agrees to and shall, from and after the date of Closing, continuously maintain and repair the Property as part of City's system of public rights-of-way at City's sole cost and expense. This consideration is agreed upon in accordance with O.C.G.A. § 20-2-520(b) governing the transfer of school property to a municipality. City's obligation to maintain and repair said right-of-way shall survive the Closing and shall not merge into the Quitclaim Deed (as defined below).

4. **Closing.** The closing of the conveyance of the Property (the "**Closing**") shall be conducted by FCS's counsel, Nelson Mullins Scarborough & Riley, LLP, 201 17th Street, NW, Suite 1700, Atlanta, Georgia 30363 ("**Escrow Agent**") on or before 4:00 p.m. EST, within sixty (60) days following the Effective Date of this Agreement (the "**Closing Date**"); provided, however, that the parties may, but shall not be obligated to, agree in writing to an earlier date of Closing. Each of FCS and City agrees to deposit with the Escrow Agent the documents required of it, in all cases sufficiently in advance of the Closing Date so as to allow the Closing to occur on the Closing Date. The parties agree that the transaction may close in escrow such that the parties need not be physically present for the Closing.

5. **Taxes.** City and FCS are both public entities exempt from real estate taxes and assessments imposed by any governmental authority ("**Taxes**") with respect to the Property; therefore no taxes will be prorated at the Closing. Further, the parties are exempt from any obligation to pay any real estate transfer tax with respect to the transfer of the Property.

6. **Survey; Title; No Warranty.** FCS shall convey the Property to City at Closing in accordance with

the as-surveyed legal description attached hereto as Exhibit "A-1", by quitclaim deed in substantially the form attached hereto as Exhibit "B" (the "Quitclaim Deed"). City acknowledges and agrees that such conveyance of the Property shall be made "AS-IS, WHERE-IS." City acknowledges that except for any representations, warranties and covenants expressly contained herein, neither FCS, nor anyone acting or claiming to act for or on behalf of FCS, has made any representations, warranties, promises or statements to City on which City is entitled to rely concerning the Property. This section shall survive the Closing and shall not merge into the Quitclaim Deed.

7. Closing Documents and Costs.

(a) As of the Closing Date, FCS shall execute and deliver to City:

- (i) The Quitclaim Deed;
- (ii) FCS's counterpart to a settlement statement (the "**Settlement Statement**");
- (iii) Reasonable evidence of FCS's authority to consummate this transaction; and
- (iv) Such other documents as may be reasonably required to consummate the Closing.

(b) As of the Closing Date, City shall execute and deliver to FCS:

- (i) City's counterpart to the Settlement Statement; and
- (ii) Reasonable evidence of City's authority to consummate this transaction; and
- (iii) Such other documents as may be reasonably required to consummate the Closing.

(c) FCS shall pay FCS's own attorneys' fees related to this transaction.

(d) City shall pay the cost to record the Quitclaim Deed, the costs and expenses associated with any due diligence, and City's own attorneys' fees related to this transaction.

(e) FCS shall deliver possession of the Property to City on the date of Closing.

8. Warranties, Representations and Covenants.

(a) FCS Warranties, Representations and Covenants. FCS represents and warrants to City that FCS is a political subdivision of the State of Georgia validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, subject however to public vote as required by law. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder shall have been duly authorized by FCS prior to the Closing Date.

(b) City Warranties, Representations and Additional Covenants. City represents and warrants to FCS that City is validly existing and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder, subject however to public vote as required by law. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereunder shall have been duly authorized by City prior to the Closing Date.

9. Conditions to Closing: The obligations of the parties to consummate the Closing shall be subject to the satisfaction or performance of the following on or before the Closing Date:

- (a) Approval of this Agreement by the Fulton County Board of Education by public vote;

- (b) Approval of this Agreement by the Fairburn City Council by public vote;
- (c) City's full compliance with City's obligations hereunder; and
- (d) The representations and warranties of City shall be true and correct in all material respects when made and as of the Closing Date.

If any of the conditions set forth above have not been satisfied or performed on or as of the Closing Date, FCS shall have the right to: (i) terminate this Agreement by giving notice to City, in which event the parties shall have no further obligation under the Agreement, except those that expressly survive termination; or (ii) in the event either of the conditions set out in Section 9(c) or (d) is not met, waive such failure of condition and proceed to Closing.

10. No Brokers. FCS and City each warrant and represent each to the other party hereto that it has not employed, retained, or consulted any broker, agent or finder in connection with any of the transaction contemplated by this Agreement. Each party shall bear its own cost and responsibility for any claims for broker's fees purporting to arise out of an agreement between a broker and such party. This section shall survive Closing or any earlier termination hereof.

11. Notices. All notices, elections and communications permitted or required hereunder shall be in writing and shall be deemed given, received and effective for all purposes when delivered to the notice address for such recipient as set forth on the respective signature pages to this Agreement, regardless of whether actually received. Notices may be given in person, or by FedEx or similar overnight courier service, or by email with next day delivery by a nationally recognized overnight courier service, and notices may be given by and to counsel for the parties. Such notice shall be deemed to have been given on the date of personal delivery, or one (1) business day after the date of deposit with a commercial courier for overnight delivery, or on the same day as emailed, if transmitted before 5:00 p.m. EST.

12. Remedies. If the Closing is not consummated in accordance with the terms and conditions of this Agreement due to circumstances which constitute a default by City under this Agreement, FCS may terminate this Agreement or shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach. If the Closing of the Property is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a default by FCS under this Agreement, City shall be entitled to pursue all rights and remedies available under this Agreement and all rights and remedies available at law or equity arising out of such breach.

13. Miscellaneous.

(a) *Binding Effect; Assignment.* This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, which assignment must be approved by FCS.

(b) *Survival.* All the representations, warranties, covenants, terms and conditions of this Agreement shall survive the consummation of the Closing and the delivery of the Quitclaim Deed.

(c) *Entire Agreement; Modification.* This Agreement supersedes all prior discussions, negotiations and agreements between or among any of the parties hereto with respect to the conveyance of the Property and other matters contained herein, and contains the sole and entire understanding between or among any of the parties hereto with respect thereto. This Agreement shall not be modified or amended except

by an instrument in writing executed by each of the parties hereto.

(e) *Applicable Law.* This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(f) *Time.* Time is and shall be of the essence of this Agreement. If the period of time in which any notice is to be given or any action is to be taken expires on a Saturday, Sunday, or U.S. holiday, then such expiration date shall automatically be extended until the immediately following business day.

(g) *Effective Date.* The Effective Date shall be later of the respective dates on which the FCS and City executes and delivers this Agreement to the other party, and, upon such execution and delivery, the Effective Date shall be inserted in the preamble of each counterpart of this Agreement.

(h) *Escrow.* If there is any dispute as to whether Escrow Agent is obligated to deliver any monies or documents which it holds, or as to whom the same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold the same until receipt by Escrow Agent of authorization, in writing signed by FCS and City, directing the disposition of same, and if either party would be entitled to the monies or documents held by Escrow Agent, the parties shall promptly execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the monies or documents in its possession until final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents into the registry of a court of competent jurisdiction, pending such determination. Escrow Agent shall not be responsible for any acts or omissions, unless same are a result of the gross negligence, willful misconduct or fraud of Escrow Agent. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms hereof, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the monies or documents as determined by the court. The parties will hold Escrow Agent harmless as to any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent in connection with this Agreement, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

(i) *Counterparts; Electronic Signature.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and when taken together shall constitute one and the same instrument. This Agreement may be electronically executed, and signature pages may be transmitted and exchanged electronically, via email in PDF or JPEG format. Any such signature executed and/or transmitted electronically shall have the same force and effect as an original.

(j) *Force Majeure.* Each party shall be excused from the performance of its obligations under this Agreement for the period of any actual delay resulting from governmental regulation or control, fire, flood or other casualty, natural disaster, act of God, pandemic, epidemic, or other difficulty beyond the reasonable control of such party which actually renders performance impossible or impracticable (any one or more of the foregoing, an "**Event of Force Majeure**"). To be entitled to the benefit of this provision, the party relying upon the same shall give notice to the other party within three (3) business days of the occurrence of the Event of Force Majeure.

IN WITNESS WHEREOF, the undersigned parties have caused this Intergovernmental Agreement to be executed as of the date first set forth above.

FCS:

FULTON COUNTY BOARD OF EDUCATION, a
political subdivision of the State of Georgia

By: _____
Name: Julia Bernath, Board Chair/President

Attest: _____
Name: Dr. Mike Looney
Title: Superintendent

Signed in the presence of:

Notary Public
[SEAL]

Notice Address:
Fulton County Board of Education
6201 Powers Ferry Road
Atlanta, GA 30339
Attn: William Boyajan, Director of Land Management

With a copy to:
Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Cheryl V. Shaw, Esq.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

[CITY'S SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

CITY:

CITY OF FAIRBURN, GEORGIA,
a Georgia municipal corporation

By: _____
Elizabeth Carr-Hurst, Mayor

Attest: _____
Arika Birdsong-Miller City Clerk

Approved As To Form:

William R. Turner, City Attorney

Notice Address:
City of Fairburn
Attention: Mayor
56 Malone Street
Fairburn, Georgia 30213

With a copy to:
William R. Turner, City Attorney
Turner Ross Germain LLC
1501 Johnson Ferry Road, Suite 100
Marietta, Georgia 30062

[ESCROW AGENT'S SIGNATURE PAGE TO INTERGOVERNMENTAL AGREEMENT]

The undersigned agrees to act as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

Nelson Mullins Riley & Scarborough LLP

By: _____

Notice address:

Nelson Mullins Riley & Scarborough LLP
201 17th Street NW, Suite 1700
Atlanta, Georgia 30363
Attn: Cheryl V. Shaw, Esq.

EXHIBIT A SURVEY

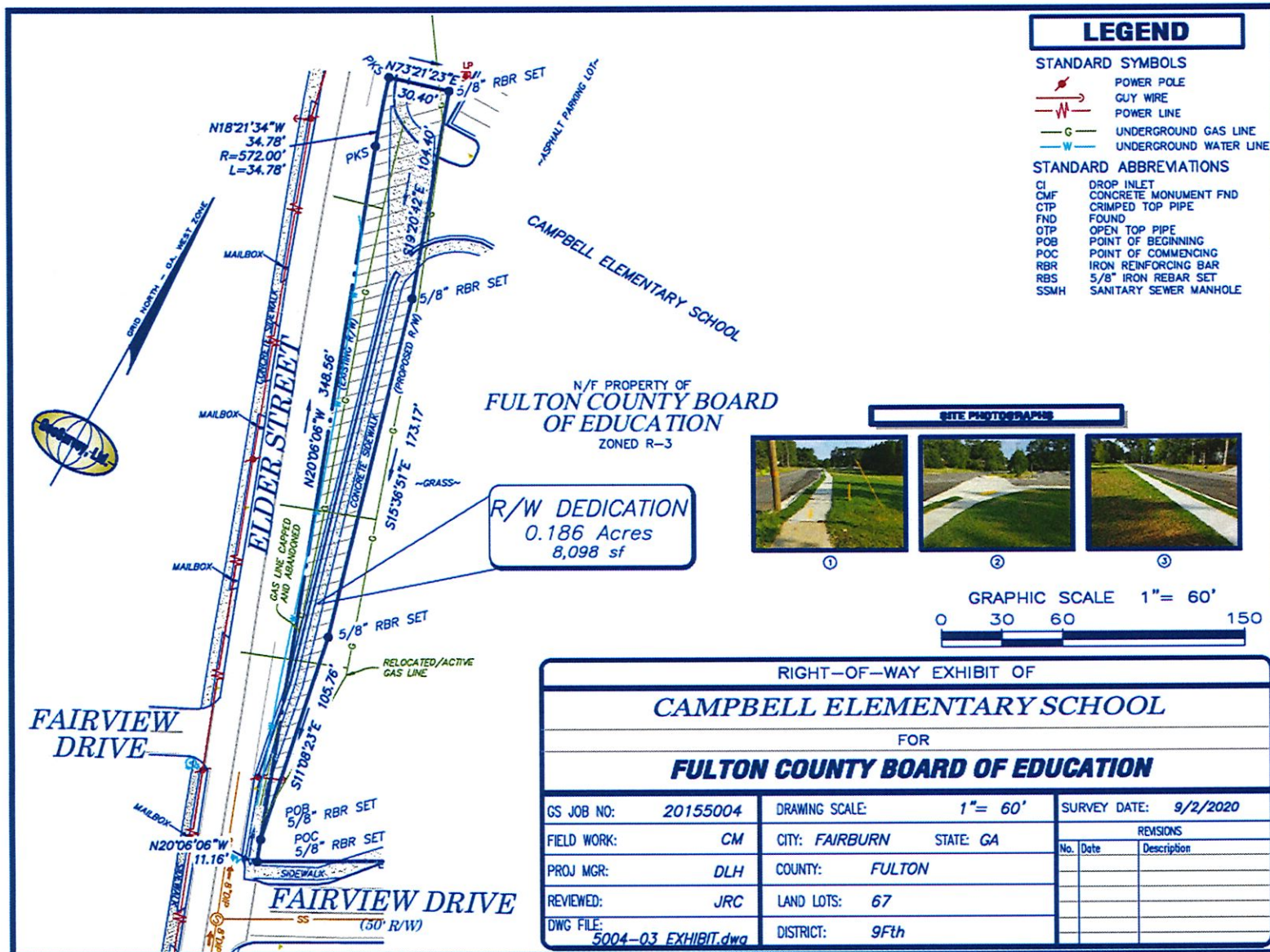


EXHIBIT A-1
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 67 of the 9F District, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a 5/8-inch rebar set at the intersection of the northerly right-of-way of Fairview Drive (50' right-of-way) and the easterly right-of-way of Elder Street, Thence along said right-of-way of Elder Street, North 20 degrees 06 minutes 06 seconds West a distance of 11.16 feet to a 5/8-inch rebar set, said 5/8-inch rebar set being the **TRUE POINT OF BEGINNING**. Thence continuing along the existing right-of-way Elder Street the following courses and distances: North 20 degrees 06 minutes 06 seconds West a distance of 348.56 feet to a PK nail set; along a curve to the right having a radius of 572.00 feet and an arc length of 34.78 feet, being subtended by a chord bearing of North 18 degrees 21 minutes 34 seconds West for a distance of 34.78 feet to a PK nail set; Thence leaving said existing Elder Street right-of-way, crossing the proposed Elder Street right-of-way the following courses and distances: North 73 degrees 21 minutes 23 seconds East a distance of 30.40 feet to a 5/8-inch rebar set; South 19 degrees 20 minutes 42 seconds East a distance of 104.40 feet to a 5/8-inch rebar set; South 15 degrees 36 minutes 51 seconds East a distance of 173.17 feet to a 5/8-inch rebar set; South 11 degrees 08 minutes 23 seconds East a distance of 105.76 feet to a 5/8-inch rebar set, said 5/8-inch rebar set being the **TRUE POINT OF BEGINNING**.

Said tract of land contains 0.186 Acres.

EXHIBIT B
FORM OF QUITCLAIM DEED

Space Above This Line for Recorder's Use

After recording, return to:

Cheryl V. Shaw, Esq.

Nelson Mullins Riley & Scarborough LLP

Atlantic Station/Suite 1700

201 17th Street, NW

Atlanta, GA 30363

Tax Parcel ID: Portion of Tax Parcel 09F170400670200

STATE OF GEORGIA

COUNTY OF FULTON

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this ____ day of _____, 20____, by the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia (hereinafter called "Grantor"), in favor of **CITY OF FAIRBURN, GEORGIA**, a Georgia municipal corporation (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective successors and assigns where the context requires or permits).

W I T N E S S E T H

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and forever quitclaim and convey unto Grantee, all the right, title, interest, claim or demand which Grantor has in and to:

ALL THAT TRACT or parcel lying and being in Land Lot 67 of the 9F District of Fulton County, Georgia, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property").

TO HAVE AND TO HOLD the Property, so that neither Grantor, no any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to said Property.

Grantor makes no warranty, express or implied or otherwise, as to its title, if any to the Property or the condition of the Property, which is conveyed AS-IS, WHERE-IS without representation or warranty of any kind.

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be signed and sealed on its behalf by its duly authorized representative the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____
[NOTARIAL SEAL]

GRANTOR:

**FULTON COUNTY BOARD OF
EDUCATION**, a political subdivision
of the State of Georgia

By: _____
Name: Julia Bernath
Title: Board Chair/President

Attest: _____
Name: Dr. Mike Looney
Title: Superintendent

[Exhibit A: Legal Description]



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO EXPRESS ITS SUPPORT FOR SOUTH CITY PARTNERS ACQUISITIONS, LLC PROPOSED CLASS A MULTI-FAMILY HOUSING DEVELOPMENT AND FOR THE IMPLEMENTATION OF STEPS BY THE DEVELOPMENT AUTHORITY OF FAIRBURN TO PROVIDE BOND FINANCING AND TAX ABATEMENT ASSISTANCE FOR THE PROJECT

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

Submitted: 10/12/2020 Work Session: None Council Meeting: 10/12/2020

DEPARTMENT: City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to express its support of SCP Acquisitions, LLC's proposed Class A multi-family housing development and for the implementation of steps by the Development Authority of Fairburn to provide bond financing and tax abatement assistance for the Project.

HISTORY: SCP Acquisitions, LLC (hereinafter "SCP") proposes to construct a Class A multi-family housing development ("the Project") which would substantially expand high-end multi-family housing stock options within the City of Fairburn. SCP proposes to invest approximately \$44 million in the Project, creating up to 400 temporary construction jobs and 8 permanent positions paying on average approximately \$55,000.00 annually. The Project is intended to provide a high-quality housing option to serve the growing community and showcase the City of Fairburn as a desirable housing destination for young and seasoned professionals looking for such housing in proximity to the businesses located in and to the south of the metropolitan Atlanta area. SCP further proposes to enter into a bond financing and tax abatement agreement with the Development Authority of Fairburn. The terms of the property tax abatement are attached hereto.

RECOMMENDED ACTION: This item is being placed before Mayor and Council for discussion and possible approval.


Elizabeth Carr-Hurst, Mayor

PROPERTY TAX ABATEMENT ANALYSIS

	<u>Undeveloped Property</u>	<u>Developed Property</u>
Fair Market Value	\$3,072,599	\$44,600,000
Assessment Rate	40%	40%
Assessed Value	\$1,229,040	\$17,840,000
Approx. Millage Rate County	10.119	10.119
Approx. Millage Rate City	9.56	9.56
Beginning Tax Abatement %	-	50%
Est. Annual Tax Growth Rate	2.0%	2.0%

Property Tax Year	<u>Undeveloped Property</u>		<u>Developed Property</u>		% Taxes Abated
	County	City	County	City	
Year 1	\$12,437	\$11,750	\$92,067	\$86,981	50.0%
Year 2	\$12,685	\$11,985	\$101,273	\$95,679	45.0%
Year 3	\$12,939	\$12,224	\$110,480	\$104,377	40.0%
Year 4	\$13,198	\$12,469	\$119,687	\$113,075	35.0%
Year 5	\$13,462	\$12,718	\$128,893	\$121,773	30.0%
Year 6	\$13,731	\$12,973	\$138,100	\$130,471	25.0%
Year 7	\$14,006	\$13,232	\$147,307	\$139,169	20.0%
Year 8	\$14,286	\$13,497	\$156,513	\$147,867	15.0%
Year 9	\$14,572	\$13,767	\$165,720	\$156,565	10.0%
Year 10	\$14,863	\$14,042	\$174,927	\$165,263	5.0%
Year 11	\$15,160	\$14,323	\$184,133	\$173,961	0.0%
Total Taxes Collected	\$151,338	\$142,978	\$1,519,101	\$1,435,182	

1 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
2 **FAIRBURN, GEORGIA IN SUPPORT OF THE SOUTH CITY PARTNERS**
3 **ACQUISITIONS PROJECT AND APPLICATION THROUGH THE DEVELOPMENT**
4 **AUTHORITY OF FAIRBURN FOR BOND FINANCING AND TAX ABATEMENT**
5 **ASSISTANCE; AND FOR OTHER PURPOSES**
6

7 **Whereas**, SCP Acquisitions, LLC (hereinafter “SCP”) proposes to construct a Class A multi-
8 family housing development (hereinafter “the Project”) to expand high-end multi-family housing
9 stock options within the City of Fairburn; and

10 **Whereas**, the Project will consist of approximately 287 housing units, 30 enclosed parking
11 garages and high-end amenities; and

12 **Whereas**, SCP proposes to invest approximately \$44 million in the Project, creating up to 400
13 temporary construction jobs and 8 permanent positions paying on average approximately
14 \$55,000.00 annually; and

15 **Whereas**, the Project will provide a high-quality housing option to serve the growing community
16 and showcase the City of Fairburn as a desirable housing destination, serving both young and
17 seasoned professionals; and

18 **Whereas**, SCP proposes to enter into a bond financing and tax abatement agreement with the
19 Development Authority of Fairburn further increasing the visibility of Fairburn as a desirable
20 location for public-private development projects or all kinds; and

21 **Whereas**, the Development Authority of Fairburn will soon consider the adoption of a bond
22 financing and tax abatement inducement resolution that will pave the way for the
23 commencement and completion of the Project; and

24 **Whereas**, the Mayor and City Council recognize the benefits that the Project will bring to the
25 City of Fairburn; and

26 **Whereas**, the Mayor and City Council desires to support the Project for the health, safety and
27 welfare of the City of Fairburn; and

28 **Whereas**, the Mayor and City Council further desires to express its support for the bond
29 financing and tax abatement assistance that can be provided for the Project by and through the
30 Development Authority of Fairburn.

31 **Now, Therefore**, be it resolved by the Mayor and City Council of the City of Fairburn, Georgia,
32 and it is hereby resolved by the authority of same, as follows:
33

1 **Section 1.**

2 The Mayor and City Council supports the SCP Project as a future asset for the City of Fairburn
3 and further supports the implementation of steps by the Development Authority of Fairburn to
4 assist in the construction of the Project through bond financing and tax abatement assistance.

5 **Section 2.**

6 This Resolution shall become effective upon its adoption and all resolutions and parts of
7 resolutions in conflict with this Resolution, if any, are hereby repealed to the extent of any such
8 conflict.

9 **This 12th Day of October, 2020.**

10 **City of Fairburn, Georgia**

11
12 _____
13 **Elizabeth Carr-Hurst, Mayor**

14
15 **Attest:**

16
17 _____
18 **Arika Birdsong-Miller, City Clerk**

19
20 **Approved as to Form:**

21
22 _____
23 **William R. Turner, City Attorney**
24
25



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE A RESOLUTION TO
ACCEPT A QUITCLAIM DEED OF CONVEYANCE FROM FULTON COUNTY,
ACCEPTING THE OLD CAMPBELL COUNTY HISTORIC COURTHOUSE**

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

Submitted: 10/07/2020 Work Session: N/A Council Meeting: 10/12/2020

DEPARTMENT: City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve a Resolution to accept a Quitclaim Deed of conveyance from Fulton County, the form of which is attached to the Resolution and incorporated therein, to transfer fee simple title in the Old Campbell County Historic Courthouse to the City of Fairburn.

HISTORY: The Old Campbell County Historic Courthouse is located wholly within the corporate limits of the City of Fairburn, is a building of historic significance and the Mayor and City Council have expressed their desire to obtain fee simple ownership. The Fulton County Board of Commissioners approved the transfer and upon approval of the Resolution and its execution, the deed of conveyance will be fully executed and recorded by Fulton County and the original and recorded deed will be returned to the City of Fairburn.

RECOMMENDED ACTION: For Mayor and Council to Approve the Resolution Accepting the Old Campbell County Historic Courthouse.


Elizabeth Carr-Hurst, Mayor

1 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
2 **FAIRBURN, GEORGIA TO ACCEPT FROM FULTON COUNTY, GEORGIA A DEED**
3 **OF CONVEYANCE OF TITLE TO THE OLD CAMPBELL COUNTY HISTORIC**
4 **COURTHOUSE BUILDING AND PROPERTY, AND FOR OUTHER PURPOSES**
5

6 **Whereas**, the Old Campbell County Courthouse (hereinafter "the Courthouse") is located wholly
7 within the corporate limits of the City of Fairburn; and

8 **Whereas**, the Courthouse is a building of historic significance; and

9 **Whereas**, the Courthouse is in a state of disrepair, but capable of being restored for occupancy in
10 accordance with the vision and needs of the City of Fairburn for the benefit, use and enjoyment
11 of the citizens of Fairburn; and

12 **Whereas**, Fulton County, Georgia desires to convey the Courthouse and grounds to the City of
13 Fairburn and the City of Fairburn desires to accept said conveyance; and

14 **Whereas**, the form of the Quitclaim Deed of conveyance is attached hereto as Exhibit A and
15 Exhibit A is made a part of this Resolution.

16 **Now, Therefore**, be it resolved by the Mayor and City Council of the City of Fairburn, Georgia,
17 and it is hereby resolved by the authority of same, as follows:

18 **Section 1.**

19 The Mayor and City Council hereby accepts the Quitclaim Deed of conveyance from Fulton
20 County, Georgia, the form of which is attached hereto and incorporated herein as Exhibit A, to
21 transfer fee simple title in the Old Campbell County Historic Courthouse, to the City of Fairburn,
22 Georgia.

23 **Section 2.**

24 This Resolution shall become effective upon its adoption and all resolutions and parts of
25 resolutions in conflict with this Resolution, if any, are hereby repealed to the extent of any such
26 conflict.

27 **Section 3.**

28 Upon approval of this Resolution and upon receipt of a fully executed copy thereof, the City
29 Attorney is authorized and directed to take such steps as are necessary and appropriate to obtain
30 from Fulton County an original, executed and recorded deed conveyance in the form attached
31 hereto as Exhibit A.

32 **[Signatures at Next Page]**
33

1 This 12thDay of October, 2020.

2 City of Fairburn, Georgia

3
4
5 _____
6 Elizabeth Carr-Hurst, Mayor

7 Attest:

8
9
10 _____
11 Arika Birdsong-Miller, City Clerk

12 Approved as to Form:

13
14 _____
15 William R. Turner, City Attorney
16
17

After Recording Return to:
Fulton County Land Division
Michael A. Graham, Land Administrator
141 Pryor Street NW, Suite 8021
Atlanta, Georgia 30303

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made this 12th day of October, 2020 between **Fulton County, Georgia**, as party of the first part, hereinafter called Grantor, and the **City of Fairburn, Georgia**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: The said Grantor for and in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of all of which being hereby acknowledged, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release and forever QUITCLAIM to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

All that tract or parcel of land lying and being in the City of Fairburn in Land Lot 52 of the 9th District of originally Fayette, then Campbell, and now Fulton County, Georgia; being part of those lands conveyed by Alfred Austell, et al to Atlanta and LaGrange Rail Road Company (later known as Atlanta and West Point Rail Road Company) by warranty deed, dated November 5, 1850, and recorded in Deed Book "G", pages 247-249 (Fayette County Records) and in Deed Book 18759, pages 81-83 (Fulton County Records); more particularly described as follows:

*BEGINNING at the intersection of the southeastern side of East Broad Street, also known as Broad Street (and sometimes referred to as Main Street, and sometimes referred to as Railroad Street) with the northeastern side of Cole Street; thence northeasterly along the southeastern side of East Broad Street 67 feet more or less to Pearl Street; thence southwesterly along the north-western side of Pearl Street 400 feet to North Green Street (also known as Greene Street); **thencer-11!!***

southwesterly along the northwestern side of North Green Street 50 feet more or less to Cole Street; thence northwesterly along the northeastern side of Cole Street 400 feet to East Broad Street at the point of beginning; being part of those lands conveyed by Atlanta and West Point Rail Road Company (formerly Atlanta and LaGrange Rail Road Company) to Henry Strickland by deed, dated February 3, 1871, and recorded in Deed Book "G", page 573 (old Campbell County Records); and said described lands being improved and having situated thereon the old Campbell County Courthouse.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members and appurtenances thereof, unto the said Grantee so that neither the said Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the year and day above first stated.

Signed, sealed and delivered this
__ day of _____, 2020
in the presence of:

FULTON COUNTY, a political subdivision of
the State of Georgia

Witness

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

Attest: _____
Tonya R. Grier
Interim Clerk to the Commission

APPROVED AS TO FORM

This __ day of _____, 2020

Patrise Perkins-Hooker
County Attorney