



Council Meeting- Zoom

December 14, 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:

Bishop Aaron Lackey
Temple of Prayer Family Worship
Cathedral

IV. Adoption of City Council Minutes:

Councilmembers

- November 9, 2020 Council Meeting Minutes (Zoom)
- November 9, 2020 Executive Session Minutes (Zoom)

V. Presentation:

1. Ms. Kimberly Dove, Fulton County School Board Member and Dr. Anthony Newbold, Principal Global Impact Academy: Fulton County Board of Education Update on STEM School

2. Budget Award: Finance Department

VI. Adoption of the City Council Agenda:

Councilmembers

VII. Public Hearing:

1. Use Permit for Grace Bible Church of Fayette

VIII. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

For Mayor and Council to Approve the Public Relations Contract Renewal with Dickerson Communication in the amount of \$50,000.

2. Fire Department

Chief Cornelius Robinson

For Mayor and Council to Approve the Purchase of a 2020 Fire Engine in the amount of \$375,000.

3. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve Task Order #11 in the amount of \$25,000 with Pond and Company for Professional Engineering and Landscape Architectural Services.

4. Parks and Recreation

Mr. John Culbreth

For Mayor and Council to Approve the Usage Agreement with the Department of Natural Resources for Kids Fishing Event.

5. Property Management

Mr. Harvey Stokes

For Mayor and Council to Approve the Purchase of a 2021 Ford F-150 in the amount of \$28,029 for Gale Higgs, Deputy Director of Property Management.

6. Utilities Department

Mr. John Martin

For Mayor and Council to Approve the Tree Trimmer Contract with Kendall Vegetation Services not to exceed the amount of \$60,000.

7. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to Approve the Resolution and Authorize the City of Fairburn Main Street Board.

8. City Attorney

Attorney Randy Turner

For Mayor and Council to Approve the Resolution Formally Accepting the Dedication of Land for Public Improvements for Harris Road.

9. City Attorney

Attorney Randy Turner

For Mayor and Council to Approve the MEAG Proposed Power Sale Agreements with the City of Norcross.

IX. Council Comments

Councilmembers

X. Executive Session

None

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.



City of Fairburn
Mayor and Council Meeting- Zoom
November 9, 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 Mayor Pro-Tem Ulysses Smallwood.
- IV. Adoption of City Council Minutes:
Motion to Approve October 26, 2020, Council Meeting Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Councilman Heath.
Vote: 6-0: Motion Carried.

Motion to Approve October 26, 2020, Executive Session Minutes (Zoom) was made by Councilman Whitmore and the second was provided by Councilwoman Davis.
Vote: 6-0: Motion Carried.
- V. Adoption of the Council Agenda:
Motion to Approve the Council Agenda was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.
Vote: 6-0: Motion Carried.
- VI. Presentation:
 1. Commissioner Joe Carn, Fulton County District 6, informed Mayor and Council that the City of Fairburn are the new owners of the Old Campbell County Courthouse after the deed was filed today. Commissioner Carn also presented the City of Fairburn with an automated external defibrillator as an early Christmas gift. Mayor Carr-Hurst and Council thanked Commissioner Carn for a job well done as a Fulton County Commissioner.
- VII. Public Hearing:
 1. **Use Permit 2020083 Safeguard Landfill with Two Concurrent Variances (2020135, 2020136).**

Motion to open the Public Hearing was made at 7:21pm by Councilwoman Davis and the

second was provided by Councilman Whitmore.

Planning and Zoning Director Tarika Peek stated that it is the opinion of staff that the current use permit standards prohibit expanded landfills located within a one-mile radius of residentially zoned or used properties, as referenced in Section 80-220(b)(11), and expanded landfills that include an expanded use within the boundaries of an existing site or location, as referenced in Section 80-220(b)(12), serves the intent and purpose of this provision of the City's Zoning Ordinance, which is to mitigate the negative impacts of landfills on surrounding residential areas as well as protect the public health, safety and welfare of the City's residents. In addition, the applicant has not clearly demonstrated any extraordinary and exceptional conditions exist that would cause an unnecessary hardship due to the size, shape and/or topography of the subject property. Therefore, staff is recommending:

DENIAL of the use permit request from Section 80-220 Landfill, solid waste disposal, to allow the expansion of the existing Safeguard Landfill onto an additional +/-28.17 acres.

DENIAL of the concurrent variance request to provide relief from Section 80-220(b)(11) - No portion of a new or expanded landfill shall be located within a one-mile radius of the property line of a residentially zoned or used property.

DENIAL of the concurrent variance request to provide relief from Section 80-220(b)(12) - An expanded landfill shall not include any expanded use within the parcel boundaries of an existing site or location.

Attorney Dillard, a spokesperson for the petitioner, stated that the expansion that is being requested is located along Roosevelt Hwy/Hwy 29; the expansion will not occur in the direction of the neighborhoods.

Public Comments:

1. Ms. Shantell Gordon stated that the odor in the areas surrounding the landfill is bad and when it rains the smell is even worse.
2. Dacia Gilkey, resident at 9 Strandhill Court, stated that she recently purchased a home in the Durham Lake subdivision and feels like her property value will decrease if the landfill is expanded. Ms. Gilkey urged Council to vote against the expansion of the landfill.
3. Samaria McFears, 6063 Autumn Green Drive, has children that attend schools near the landfill and opposes the expansion of the landfill.
4. Ms. Alex, 245 Palm Springs Circle, has 2 children that attend Creekside High School and stated that if she knew about the landfill expansion project, she wouldn't have moved to the City of Fairburn.

There were 23 emails in opposition received by the City of Fairburn from citizens in opposition of the expansion of the landfill.

Attorney Dillard spoke in rebuttal and stated that Durham Lakes is the closest neighborhood to the landfill and there is no negative impact. Attorney Dillard stated that the landfill is an asset and by not allowing the landfill to expand the City of Fairburn is in violation of the 14th Amendment of the United States Constitution.

Councilman Whitmore asked if the gases coming from the landfill contained methane. Mr. Jeff Browne stated that it is possible although the landfill is inspected by the EPD and the gases has no adverse impact. Councilman Whitmore asked were there four stages to break down landfill debris that causes gas release. Mr. Browne informed Councilman Whitmore that the information is correct, but the gases that come from the landfill are in small quantities. Mr. Brown also stated that one of the gases released is sodium sulfur dioxide. Councilman Whitmore further stated that he is a resident of Durham Lake and was not aware that there was a landfill when he purchased his home.

Councilwoman Portis-Jones asked when zoning was approved that allowed the landfill. Ms. Peeks stated that in 2004, Safeguard Landfill original tract was annexed into the City of Fairburn and zones M-2 (Heavy Industrial). In 2008, landfills were added to the list of permitted uses in the M-2 (Heavy Industrial) zoning district. In 2012, the Zoning Ordinance was amended to remove landfills as a permitted use for M-2 (Heavy Industrial) zoned properties. The current zoning regulations now require a use permit for landfills and included separate use permit standards.

Motion to close Public Hearing was made at 8:12pm by Councilman Whitmore and the second was provided by Councilwoman Portis-Jones.

Motion to Deny the Use Permit 2020083 Safeguard Landfill with Two Concurrent Variances (2020135, 2020136) was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

Agenda Items:

1. Police Department

Chief Stoney Mathis

For Mayor and Council to Approve an Extension for the Court Services/ Municipal Court City Ordinance Update to April 30, 2021. Chief Mathis stated that the Ordinance was tabled for 90 days on August 24, 2020, but more time is required to ensure the Ordinance covers all Court Services/ Municipal Court functions. Motion to Approve an Extension for the Court Services/ Municipal Court City Ordinance to April 30, 2021 was made by Councilman Heath and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

2. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve the Proposal for Envirorisk Consultants to Conduct Follow-Up Soil and Groundwater Investigations on Downtown LCI Streetscape Project in the amount of \$7,750. Mr. Thompson stated the purpose of the proposed testing is to establish that the petroleum release has not migrated vertically into the deeper soil/bedrock

or groundwater. Target depths for soil or groundwater sample collection are expected to range from 20-30 feet, depending on drilling refusal depths and groundwater depth. Provided the results of either a groundwater sample or two soil samples are below the threshold limits, EPD can grant a "No Further Action" (NFA) release and no further environmental investigations would be required. Motion to Approve the Proposal for Envirorisk Consultants to Conduct Follow-Up Soil and Groundwater Investigations on Downtown LCI Streetscape Project in the amount of \$7,750 was made by Councilman Pallend and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 6-0: Motion Carried.

3. Parks and Recreation

Mr. John Culbreth

For Mayor and Council to Approve the Installation of the Dog Fountain in Honor of Debbie Mullis at Duncan Park in the amount of \$13,392. Mr. Culbreth stated Ms. Debbie Mullis, a resident of Fairburn, donated \$10,000 for a dog fountain in Duncan Park. Mr. Culbreth informed Mayor and Council that this fountain will be utilized by individuals using Duncan Park while walking their dogs in the park. The Utilities Department will assist in the connection to the water main, the copper pipe layout, hookup the fountain, and the landscaping. Councilwoman Portis-Jones stated that the contract supplied did not provide a clear scope of work that will be performed. Motion to Approve the Installation of the Dog Fountain in Honor of Debbie Mullis at Duncan Park in the amount of \$13,392 was made by Councilman Pallend and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

VIII. Council Comments:

Mayor Pro-Tem Smallwood had no comment.

Councilman Heath thanked John Culbreth and John Martin for all their hard work on creating the dog fountain in Duncan Park Honoring Debbie Mullis.

Councilwoman Davis had no comment.

Councilman Pallend had no comment.

Councilman Whitmore had no comment.

Councilwoman Portis-Jones had no comment.

Mayor Carr-Hurst wished everyone a happy and safe Thanksgiving holiday.

At 8:44 pm a Motion to enter Executive Session for Litigation from Regular Meeting was made by Councilman Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

Motion to enter Open Session at 9:17 pm was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Smallwood.

Vote: 6-0: Motion Carried.

IX. Adjournment: At 9:20 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: 6-0: Motion Carried.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor

DRAFT



CITY OF FAIRBURN PRESENTATION

**SUBJECT: GEORGIA FINANCE OFFICIER ASSOCIATION DISTINGUISHED
BUDGET PRESENTATION AWARD**

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

Submitted: 12/01/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Finance

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: To inform Mayor and Council, based on examination of the FY2019-20 budget document by a panel of independent reviewers, that the City of Fairburn's budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by our organization.

HISTORY: GFOA established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA's best practices on budgeting and then recognize individual governments that succeed in achieving that goal. This is the second consecutive year that the City of Fairburn earned this prestigious award.

FACTS AND ISSUES: Over 1,600 governments, including states, cities, counties, special districts, school districts, and more have been recognized for transparency in budgeting. To earn recognition, budget document must meet program criteria and excel as a policy document, financial plan, operations guide, and communication tool.

RECOMMENDED ACTION: N/A


Elizabeth Carr-Hurst, Mayor



John Hulsey

Public Service Associate; Governmental Training, Education, And Development

Bio:

John Hulsey provides financial management training for state and local government officials and personnel. He is a certified public finance officer and a certified government financial manager. Prior to joining the Institute of Government in 2012, John served as a finance director in local government. He has over 17 years of local government financial management experience in such areas as accounting, budget, debt management, financial reporting, and project management. John is a past president of the Georgia Government Finance Officers Association, an active member of the Government Finance Officers Association of the United States and Canada (where he also serves as an adviser to the GFOA Committee on Accounting, Auditing, and Financial Reporting), and a member of the Association of Government Accountants.

Education:

M.P.A., University of North Georgia; B.B.A. Major Accounting, University of North Georgia

Additional Info:

Areas of Expertise: governmental accounting, local government financial management, financial reporting



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

City of Fairburn

Georgia

For the Fiscal Year Beginning

October 1, 2019

Christopher P. Morill

Executive Director



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: USE PERMIT 2020148 – GRACE BIBLE CHURCH OF FAYETTE, LLC

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

Submitted: 12/08/20

Work Session: N/A

City Council: 12/14/20

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: None

PUBLIC HEARING: (X) Yes () No

PURPOSE: For the Mayor and Council to review and approve a use permit petition to allow a church.

DESCRIPTION: The applicant is proposing to use 3.187 acres zoned O&I (Office Institutional) for a church.

PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL CONDITIONAL

STAFF RECOMMENDATION: APPROVAL CONDITIONAL


Elizabeth Carr-Hurst, Mayor

APPLICATION INFORMATION

Use Permit Petition 2020148

APPLICANT/PETITIONER INFORMATION

Property Owners

Grace Bible Church of Fayette, LLC

Petitioner

Grace Bible Church of Fayette, LLC

PROPERTY INFORMATION

Address: 6225 Campbellton Fairburn Road [parcel # 09F200100900225]
Land Lot and District: Land Lot 90 & 31, District 9F

Frontage: Campbellton Fairburn Road

Area of Property: +/- 3.187 acres

Existing Zoning and Uses: O&I (Office Institutional), Office

Prior Zoning Cases/History: N/A

Overlay District: N/A

**2035 Comprehensive Future
Land Use Map Designation:** Office

MEETING AND HEARING DATES

Planning and Zoning Commission Meeting
Tuesday, November 3, 2020

City Council Public Hearing
Monday, December 14, 2020

INTENT

A request for a use permit to allow a church on 3.187 acres zoned O&I (Office Institutional).

EXISTING ZONING AND LAND USE OF ABUTTING PROPERTIES

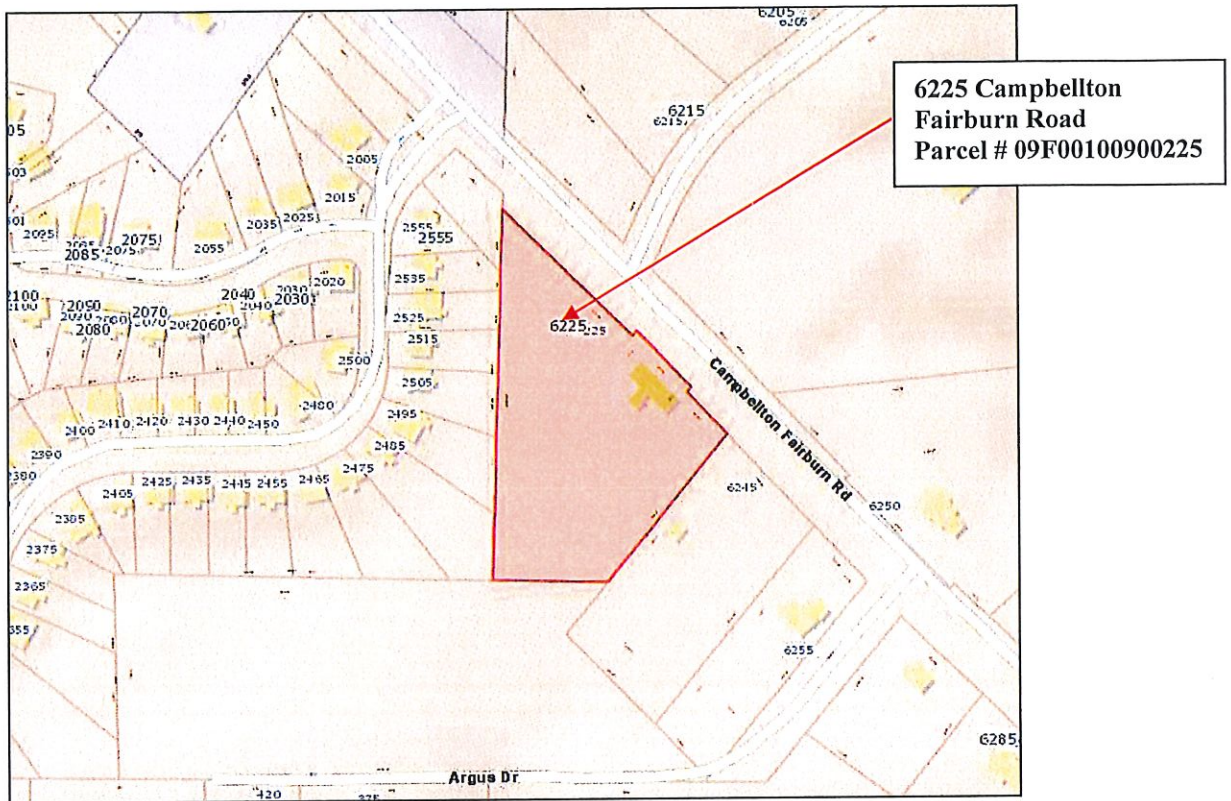
North: R-1 (Single-family Residential) and O&I (Office Institutional)

East: O&I (Office Institutional) and R-1 (Single-family Residential)

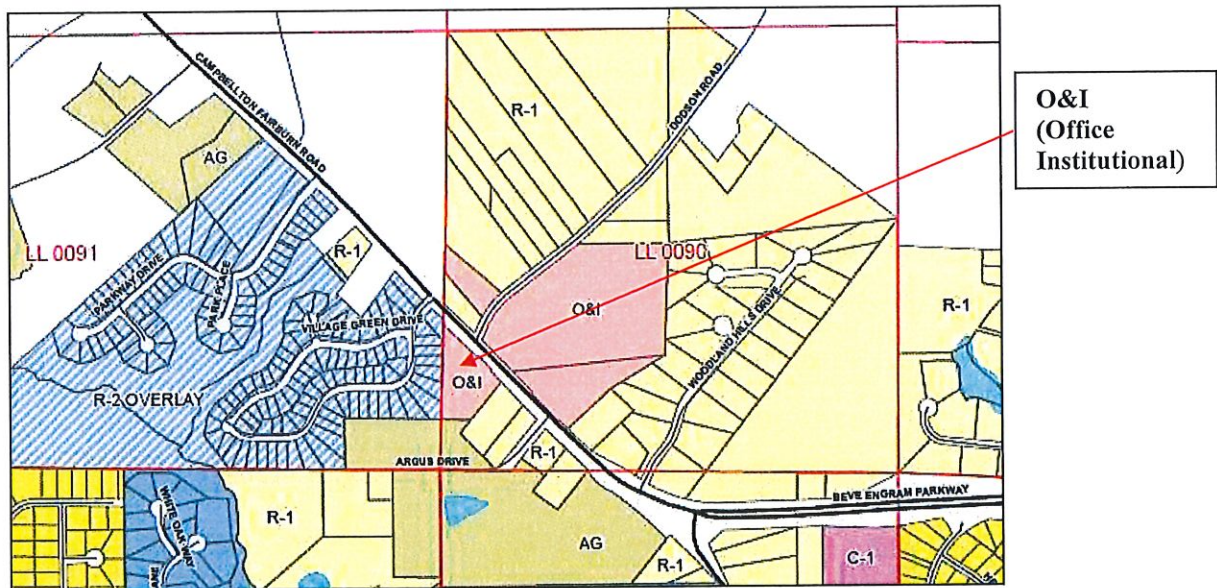
South: AG (Agricultural) and R-1 (Single-family Residential)

West: R-2 Overlay (Single-family Residential)

PARCEL MAP



ZONING MAP



PUBLIC PARTICIPATION

The applicant conducted a community meeting on Thursday, October 8, 2020 at 6:00 p.m. Notices were mailed to all property owners within 500 feet of the church's property on September 29, 2020. Based on the applicant's public

participation letter, no property owners attended the meeting or contacted the applicant with any objections or concerns.

STAFF COMMENTS

Fire

This location was already setup for church but was used as a learning center for a short time. The building already has life safety equipment in place (exit signs, emergency lights, extinguishers, and fire alarm system). The life safety inspection is due this year. The location is inspected every year for code compliance. The location is small so, occupancy load would be small.

Water and Sewer

No comments.

Engineering/Public Works

No comments.

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;**
Staff is of the opinion that the proposed use is consistent with the comprehensive land use plan. The subject property is in the Office Character Area, which states the appropriate uses are:

- Private Sector Business and Professional Offices
- Government Buildings and Offices
- Banks
- *Churches and Other Places of Worship*
- Child Day Care Centers

The appropriate zoning district in the Office Character area is O&I (Office Institutional).

- 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 church is compatible with the land uses and zoning in the vicinity of the property. The area consists of single-family residential uses and a church is adjacent to the subject property. Also, the O&I (Office Institutional) zoning district typically serves as a transition between commercial and residential uses.

- 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 church is expected to have minimal impact on traffic and pedestrian flow on the roadway. The church would generate additional traffic during the church's peak hours; however, the additional traffic is not expected to cause a significant impact on traffic flow along Campbellton Fairburn Road.

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

All parking will be contained on site. There are 20 parking spaces which includes 1 handicap parking space. The parking area is located on the north west side of the property.

6. The amount and location of open space;

The church is moving into an existing building that was once used as a church and no development activity is proposed at this time. There is approximately 1 acre of open space on the subject property.

7. Protective screening;

The use permit standards, Section 80-203 Churches, temples or place of worship requires a 25-foot buffer adjacent to all residential zoned properties. There are existing trees to the west and south of the subject property which creates a natural vegetative buffer.

8. Hours and manner of operation;

The church service hours are Sunday from 9 am to 1 pm and 6 pm to 7:30 pm; Wednesday from 6:30 pm to 8 pm. The office hours are Monday – Friday, 9 am to 5 pm with no more than 3 employees.

9. Outdoor lighting; and

The outdoor lighting will consist of building entry and flood lights. The lighting will not negatively affect the surrounding properties.

10. Ingress and egress to the property

The one ingress/egress point for the property is located on the northeastern side of the property along Campbellton Fairburn Road.

STAFF RECOMMENDATION

Staff is of the opinion that the use permit request to allow at church at 6225 Campbellton Fairburn Road is in conformity with Comprehensive Plan and Future Land Use Map. The Future Land Use Map designates the subject property as Office and the Office Character Area identifies a church and other places of worship as an appropriate land use. Therefore, based on these reasons, staff recommends **APPROVAL CONDITIONAL** of the use permit.

Should the Mayor and City Council decide to approve the use permit to allow a church on the subject property, the 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. Church and accessory uses at a density of 1,552 square feet per acre or 8,300 square feet, whichever is less.

2. To the owner's agreement to follow the use permit standards as specified in Section 80-203 Church, temple, or place of worship in the Code of Ordinances:

- a. All buildings and use areas/structures other than parking and pedestrian walkways shall be located at least 100 feet from any adjoining residential district and/or the AG district used for single family.
- b. No parking shall be located within the minimum front yard setback.
- c. Any associated day care centers, private schools, recreational fields, or other uses requiring a use permit or administrative permit shall be allowed only under a separate approved use permit or administrative permit for each use.
- d. The minimum buffer and landscape strips as required for the O&I zoning district as specified in the tree protection and landscaping ordinance, shall be required.

ATTACHMENTS

Letter of Intent
Use Permit Considerations
Site Photographs

HARTLEY, ROWE & FOWLER, P.C.

ATTORNEYS AT LAW

JOSEPH H. FOWLER

DIRECT DIAL: 770/920-2001
EMAIL: JFOWLER@HRFLEGAL.COM

12301 VETERANS MEMORIAL HIGHWAY
POST OFFICE BOX 489
DOUGLASVILLE, GEORGIA 30133-0489

TELEPHONE: 770/920-2000
FAX: 770/920-9119

September 18, 2020

Ms. Tarika Peeks
Directive of Planning and Zoning
City of Fairburn
26 W. Campbelltown Street
Fairburn Georgia 30213

RE: *Application for Use Permit by Grace Bible Church of Fayette, LLC*
Tax Parcel 09F200100900225
LETTER OF INTENT

Dear Ms. Peeks:

Grace Bible Church of Fayette, LLC (the "Applicant") would like to request a use permit for the above-referenced tax parcels located in Land Lot 90 of the 9F District of formerly Fayette, now Fulton County, Georgia. The property is currently zoned as an Office Institutional Zoning District and the Applicant seeks to acquire a use permit for the purpose of operating a church.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.



Joseph H. Fowler

JHF/rs



USE PERMIT CONSIDERATIONS

Applicant: Grace Bible Church of Fayette, LLC

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? Churches are deemed to be compatible uses under the Residential classification of the Comprehensive Plan
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? There is a large church across the street. Residential properties adjoining to the church will not be impacted by the church.
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development? No, there are no statutes or regulations which are violated by this development.
4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? There shall be minimal impact on traffic flow as a result of the operation of the church
5. The location and number of off-street parking spaces? There are a total of 20 parking spaces
6. The amount and location of open spaces? Open space approximately 1 acre at side and rear of building
7. Protective screening? Wooded areas to the west, south, and south east of the building
8. Hours and manner of operation? Church services Sunday 9am to 1pm and 6pm to 7:30 pm ; Wednesday evening service 6:30pm to 8 pm; daily office hours 9am to 5 pm (3 or fewer employees)

9. Outdoor lightning? Single Greystone Power light at entrance to proeprty, flood lights from building
into parking lot

10. Ingress and egress to the property? Single paved driveway to GA Hwy 92 Campbellton Fairburn
Fairburn Road

Attach additional sheets as needed.

Site Photographs
6225 Campbellton Fairburn Road
Grace Bible Church of Fayette Use Permit Petition



Front/Side View



Rear View



Front View



Front/Side View



Ariel View

Re: USE PERMIT 20-20148
Property of Grace Bible Church of Fayette,
LLC
6225 Campbellton Fairburn Road
09F200100900225
3.187 acres; Land Lots 90 & 31
District 9F
Fairburn, Fulton County, Georgia

AN ORDINANCE GRANTING THE APPLICANT, GRACE BIBLE CHURCH OF FAYETTE, LLC, A USE PERMIT TO ALLOW A CHURCH, SUBJECT TO CERTAIN CONDITIONS; 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 80-80 – O&I (Office Institutional) District requires that, pursuant to Section 80-203, a Use Permit be obtained for a church, temple or place of worship located within the City of Fairburn as an O&I (Office Institutional) 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 80-239 of the City of Fairburn Zoning Ordinance allows for the operation of certain uses, including churches within the O&I (Office Institutional) 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, Grace Bible Church of Fayette seeks a use permit for an O&I (Office Institutional) District use, in accordance with its application, 20-20148, in order to allow a church on 3.187 acres located at 6225 Campbellton Fairburn Road with parcel identification number 09F200100900225 in the O&I (Office Institutional) 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 14th day of December, 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, Grace Bible Church of Fayette, LLC, in accordance with Chapter 80, Article IV.- Administrative Permits and Use Permits of the City of Fairburn Zoning Ordinance in order to allow a church at the location 6225 Campbellton Fairburn Road with parcel identification number 09F200100900225, in the O&I (Office Institutional) 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. Church and accessory uses at a density of 1,552 square feet per acre or 8,300 square feet, whichever is less.

B. To the owner's agreement to follow the use permit standards as specified in Section 80-203 Church, temple or place of worship in the City of Fairburn Zoning Ordinance:

1. All buildings and use areas/structures other than parking and pedestrian walkways shall be located at least 100 feet from any adjoining residential district and/or the AG district used for single family.
2. No parking shall be located within the minimum front yard setback.
3. Any associated day care centers, private schools, recreational fields, or other uses requiring a use permit or administrative permit shall be allowed only under a separate approved use permit or administrative permit for each use.
4. The minimum buffer and landscape strips as required for the O&I zoning district as specified in the tree protection and landscaping ordinance, shall be required.

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 14th day of December, 2020.

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

APPROVED this 14th day of December, 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

EXHIBIT A

ALL THAT TRACT or parcel of land lying and being in Land Lot 90, District 9F of formerly Fayette, now Fulton County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found marking the intersection of the west line of Land Lot 90 with the southwesterly side of Campbellton-Fairburn Road; running thence southeasterly along the southwesterly side of Campbellton-Fairburn Road, 547.9 feet to an iron pin found; thence south 45 degrees 30 minutes West 367.9 feet to an iron pin found; thence north 82 degrees 49 minutes 23 seconds West, 140 feet to an iron pin found on the west line of Land Lot 90; thence north along said land lot line 626.8 feet to an iron pin found on the southwesterly side of Campbellton-Fairburn Road and the point of beginning. Being improved property known as 6225 Campbellton-Fairburn Road, Fairburn, Georgia, less and except that parcel of the above-described property conveyed by Thomas E. Gaddy to the Department of Transportation recorded June 19, 1986 in Deed Book 10166, Page 400, Fulton County, Georgia Records.

Parcel No. 09F-2001-0090-022-5



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE APPOINTMENT OF JEFF DICKERSON (DICKERSON COMMUNICATIONS) AS COMMUNICATIONS SPECIALIST AND PUBLIC ADVOCATE.

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

Submitted: 12/04/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Office of the Mayor

BUDGET IMPACT: The budget impact will be \$50,000. The project expenditures will come out of the Public Relations account, expenditure line item 100-1320-52-1210.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to Approve the appointment of Mr. Jeff Dickerson as Communications Specialist and Public Advocate for the City of Fairburn.

HISTORY: Mr. Jeff Dickerson was appointed as the Communications Specialist and Public Advocate for the City of Fairburn on June 8, 2020. The contract renewal will cover the period of December 1, 2020 - September 30, 2021. The funding was approved during the adoption of the FY2020-2021 budget.

FACTS AND ISSUES: Jeff Dickerson is the President of Dickerson Communications, a Public Affairs firm with over 35 years of Public Advocacy and Communication experience.

RECOMMENDED ACTION: For Mayor and Council to Approve Mr. Jeff Dickerson as Communications Specialist and Public Advocate for the City of Fairburn


Elizabeth Carr-Hurst, Mayor

Nov. 23, 2020

Letter of Agreement

Elizabeth Carr-Hurst
Mayor, City of Fairburn
Fairburn City Hall
56 Malone Street
Fairburn, GA. 30213

Dear Mayor Hurst,

The purpose of this letter is to outline various communications services Dickerson Communications will provide to the City of Fairburn (the City), and the compensation for rendering those services.

Dickerson Communications agrees to serve the City as its communications agency in accordance with and subject to the following terms and conditions.

Dickerson Communications will be responsible for the following services:

- Developing public statements, messages, talking points, and strategies to manage the City's public challenges and opportunities.
- Serving as a strategic communications advisor to help mitigate public crises.
- Contacting media representatives and managing media relations on behalf of the City.
- Participating in all relevant meetings to stay current on critical issues.
- Drafting strategic messaging and talking points.
- Reviewing and editing external communications to stakeholders.

The general provisions of this agreement are as follows:

Mutually Exclusive Arrangements: Dickerson Communications agrees to refrain during the life of this agreement from acting as a communications agency for any forces or agencies in opposition to City leadership.

Care of Property: Dickerson Communications will maintain communications materials in a confidential manner, and upon request will return all materials after the termination of this agreement.

Confidentiality: Dickerson Communications will not disclose any trade secrets, communications strategies or other proprietary information, nor will Dickerson Communications use the City's confidential information in any way, directly or indirectly, except as required in the performance of this contract.

Termination of Agreement: This agreement will take effect upon signing. Either party may terminate the agreement at any time. To terminate, written notice must be given at least 30 days before the effective date of termination. The City agrees to pay for all services rendered up to the effective date of termination.

Accuracy of Information: The City agrees to accept responsibility for the accuracy and legal integrity of all information submitted to Dickerson Communications. The City also accepts responsibility for reviewing all communications materials prepared by Dickerson under this agreement, and to ensure that all representations, direct or implied, are supportable by objective data possessed by the City.

Fees and Term: Compensation for services rendered under this contract will be based on a retainer of \$5,000.00 per month from December 1, 2020 to September 30, 2021.

This agreement is accepted by: **Dickerson Communications**

By: _____

(Authorized Signature)

Jeff Dickerson, President

(Print Name and Title)

Date: _____

11/23/20

The City's Acceptance

DICKERSON COMMUNICATIONS

3575 TRINITY PLACE
LITHONIA, GEORGIA 30038

OFFICE 404-935-3550

This agreement is accepted by

By: _____
(Authorized Signature)

(Print Name and Title)

Date: _____



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF NEW FIRE ENGINE FROM PIERCE MANUFACTURING (TEN-8 FIRE AND SAFETY EQUIPMENT OF GEORGIA).

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

Submitted: 11/30/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Fire

BUDGET IMPACT: \$375,000 from budget line item 250-3500-54-2500.

PUBLIC HEARING? () Yes (X) No

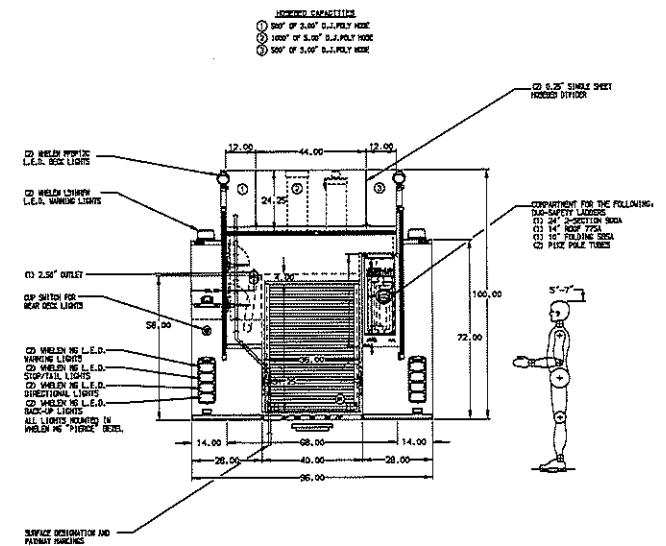
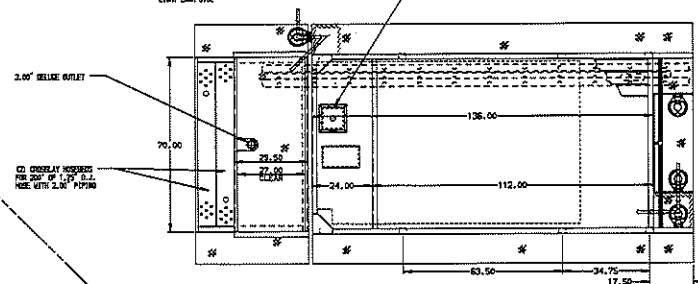
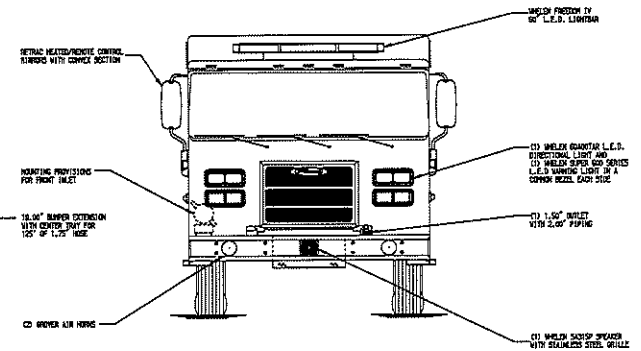
PURPOSE: For Mayor and Council to Approve the purchase of a new 2020 Pierce Fire Engine through Ten-8 Fire and Safety Equipment of Georgia. This purchase is included through an awarded Assistance Firefighter Grant for the Fire Department's FY 20-21 budget.

HISTORY: The AFG Grant was approved in the amount of \$357,142 in Federal funding with a required contribution of non-Federal funds of \$17,857.14 for a total approved budget of 375,000.

FACTS AND ISSUES: This unit will replace our 28-year-old E-One Fire Engine.

RECOMMENDED ACTION: It is recommended that Mayor and Council Approve the purchase of the new 2020 Fire Engine from Ten -8 Fire and Safety Equipment of Georgia for the City of Fairburn's Fire Department.


Elizabeth Carr-Hurst, Mayor



		CROSS/ISS DATA		TITLE		DRAWN BY		JLA		180CT17	
				1500-0-1025P, 1000G WATER W/250 FOAM CELL, 152" PUMPER							
				45" SIDE CONTROL, COT, 1.5" CROSSLAWS, LOADERS BESIDE TANK							
		NAME		FOR		PIERCE FIELD UNIT		CHECKED BY		-	
		PIERCE		SABER F		BAGDENT, FLORIDA					
		REV		DATE		BY		CHK		DWG NO.	
										32047AD	
										SHEET SIZE	
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										SHEET NO.	
										1 OF 1	









Equipment Proposal

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire Equipment of Georgia, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: September 20, 2020 ("Proposal Date") **Customer:** Fairburn ("Customer")

Customer Address: Fairburn, GA

Quantity	Product Description & Options	Price
1	Pierce custom pumper stock job 33546	\$375,000.00
Purchase Price:		\$375,000.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 2 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Prices include delivery, training, Graphics, and factory visits. Pricing is based on the Sourcewell contract awards.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Fairburn Fire Dept.

By: _____

Print: _____

Title: _____

Date: _____

Ten-8 Fire Equipment of Georgia, LLC

By: _____

Print: _____

Authorized Sales Representative

Date: _____

EXHIBIT A

PROPOSAL OPTION LIST

EXHIBIT B

WARRANTY

EXHIBIT C

PURCHASING TERMS AND CONDITIONS

PURCHASING TERMS AND CONDITIONS

(Georgia)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire Equipment of Georgia, LLC, a Georgia corporation ("Company") and Customer (as defined in Ten-8 Fire Equipment of Georgia, LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Forsyth, Georgia.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire Equipment of Georgia LLC will be governed by and construed in accordance with the laws of the State of Georgia. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(b) and (g) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

SOURCEWELL CONTRACT #022818 - PIERCE MANUFACTURING INC. : PRODUCT & PRICE LISTING

Base specification pricing is as shown below while any customization receives additional discounting.
Option pricing is 5.5% off List as noted in our RFP response.

AERIAL PRODUCT

ID#	Product	Chassis	Engine	Engine Hp	Water Tank (GAL)	Pumps	Pump House	Axle	Ladder Length	Ladder Material	Published Description	Published NJPA Contract Pricing
352	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	100'	Aluminum	Aerial, Platform 100' RMAP, No Pump, Alum Body	\$1,123,764.15
346	Aerial	ARROW	Cummins	450	300	1500	Side Control, 45"	Tandem	100'	Aluminum	Aerial, HD Ladder 100' HAL, Alum Body	\$992,476.69
351	Aerial	ARROW	Detroit	505	300	1500	Side Control, 45"	Tandem	100'	Aluminum	Aerial, Platform 100' RMAP, Alum Body	\$1,203,512.34
347	Aerial	ARROW	Cummins	450	NA	NPNT	NA	Tandem	100'	Aluminum	Aerial, HD Ladder 100' HAL, No Pump, Alum Body	\$922,881.56
775	Aerial	ARROW	Detroit	505	300	1500	Side Control, 40"	Tandem	100'	Aluminum	Aerial, HD Ladder 100', Mid-Mount, Alum Body	\$1,080,482.85
778	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	100'	Aluminum	Aerial, Platform 100', Alum Body	\$1,132,318.31
356	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	100'	Steel	Aerial, HD Ladder 100', Mid-Mount, No Pump, Alum	\$981,253.30
360	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	100'	Steel	Aerial, Platform 100', PUC, Alum Body	\$1,161,616.90
774	Aerial	ENFORCER	Cummins	450	NA	NPNT	NA	Tandem	105'	Aluminum	Aerial, HD Ladder 105', Alum Body	\$885,864.27
343	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	105'	Steel	Aerial, HD Ladder 105', No Pump, Alum Body	\$870,390.97
359	Aerial	ARROW	Detroit	505	300	1500	Not Required	Tandem	105'	Steel	105' Heavy Duty Steel Ladder, PUC	\$978,941.43
780	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Single	107'	Aluminum	Aerial, Tiller, Alum Body	\$1,104,305.87
771	Aerial	ENFORCER	Cummins	450	500	1500	Side Control, 52"	Single	107'	Aluminum	Aerial, HD Ladder 107' ASL Single, Quint, Alum Body	\$848,156.28
772	Aerial	ENFORCER	Cummins	450	500	1500	Side Control, 52"	Tandem	107'	Aluminum	Aerial, HD Ladder 107' ASL Tandem, Alum Body	\$891,889.77
773	Aerial	ENFORCER	Cummins	450	500	1500	Side Control, 52"	Tandem	110'	Aluminum	Aerial, Platform, 110' Ascendant, Tandem Axle, Alum Body	\$938,024.31
362	Aerial	ARROW	Detroit	505	500	2000	Side Control, 52"	Single	110'	Aluminum	Aerial, Platform, 110' Ascendant, Single Axle, Quint, Alum Body	\$987,048.35
357	Aerial	ARROW	Cummins	450	500	1250	Side Control, 45"	Single	61-55'	Aluminum	Aerial, Sky-Boom 61'/55', Alum Body	\$690,980.75
769	Aerial	ENFORCER	Cummins	450	NA	1500	Side Control, 52"	Single	75'	Aluminum	Aerial, HD Ladder 75', Quint, Alum Body	\$777,138.36
770	Aerial	ENFORCER	Cummins	450	300	1500	Side Control, 52"	Tandem	75'	Aluminum	Aerial, HD Ladder 75', Tandem/Quint, Alum Body	\$790,314.69
344	Aerial	ARROW	Cummins	450	300	1500	Side Control, 45"	Single	75'	Steel	Aerial, HD Ladder 75', Tandem/Quint, Alum Body	\$829,247.35
358	Aerial	ARROW	Cummins	450	500	1500	Not Required	Single	75'	Aluminum	Aerial, HD Ladder, 75' HAL PUC, Quint, Alum Body	\$839,328.36
776	Aerial	ARROW	Detroit	470	300	1500	Side Control, 52"	Tandem	85'	Aluminum	Aerial, Platform 85', Alum Body	\$1,035,557.41
348	Aerial	ARROW	Detroit	505	300	1500	Side Control, 45"	Tandem	85'	Steel	Aerial, Platform 85', Alum Body	\$1,036,762.15
349	Aerial	ARROW	Detroit	505	NA	NPNT	NA	Tandem	85'	Steel	Aerial, Platform 85', No Pump, Alum Body	\$965,018.73



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #11 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES

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

Submitted: 12/08/2020

Work Session: N/A

Council Meeting: 12/14/2020

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 #11 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 22, 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 #11 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 Carr-Hurst 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]

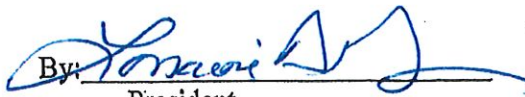
IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

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

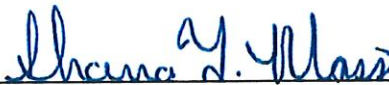
**City of Fairburn
56 Malone St., SW
Fairburn, GA 30213**

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

To: City of Fairburn

PO Box 145

Fairburn, GA 30213

Attn: Mr. Lester Thompson

Date: December 7, 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: _____

100-General Fund
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Personal Services</u>							
100-4100-51-1100 Salaries & Wages	126,568.00	0.00	0.00	19,472.00	0.00	107,096.00	15.38
100-4100-51-1200 Temporary Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-1300 Overtime	300.00	0.00	0.00	2.73	0.00	297.27	0.91
100-4100-51-1900 Allocate to Stormwater	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2100 Group Insurance	35,617.00	0.00	0.00	4,482.48	0.00	31,134.52	12.59
100-4100-51-2150 Health Reimbursement	1,152.38	0.00	0.00	0.00	0.00	1,152.38	0.00
100-4100-51-2200 F.I.C.A. & Medicare T	12,000.00	0.00	0.00	1,302.35	0.00	10,697.65	10.85
100-4100-51-2400 Retirement	14,391.00	0.00	0.00	0.00	0.00	14,391.00	0.00
100-4100-51-2600 Unemployment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2700 Workers Comp	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
100-4100-51-2800 Comp Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2905 Incentive Pay	1,299.40	0.00	0.00	0.00	0.00	1,299.40	0.00
100-4100-51-2910 Other Employee Benefi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2920 Other Emp Ben-Ins Opt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Personal Services	197,327.78	0.00	0.00	25,259.56	0.00	172,068.22	12.80
<u>Purchased-Contracted</u>							
100-4100-52-1200 Professional	119,200.00	6,572.00	0.00	6,572.00	0.00	112,628.00	5.51
100-4100-52-1205 Stormwater Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-1242 Pre-Employment Scree	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-1300 Technical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2100 Cleaning Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2110 Disposal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2130 Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2140 Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2200 R & M Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2205 R & M Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2210 R & M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2320 Rental of Equipment &	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3200 Telephone	1,017.53	0.00	0.00	81.41	0.00	936.12	8.00
100-4100-52-3300 Advertising	3,451.00	0.00	0.00	0.00	0.00	3,451.00	0.00
100-4100-52-3400 Printing & Binding	49.00	0.00	0.00	0.00	0.00	49.00	0.00
100-4100-52-3450 Postage	250.00	0.00	0.00	0.00	0.00	250.00	0.00
100-4100-52-3500 Travel	1,347.62	0.00	0.00	0.00	0.00	1,347.62	0.00
100-4100-52-3600 Dues & Subscriptions	250.00	0.00	0.00	0.00	0.00	250.00	0.00
100-4100-52-3700 Education & Training	2,982.47	0.00	0.00	0.00	0.00	2,982.47	0.00
100-4100-52-3705 Business Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3850 Contract Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3900 Other Contract Servic	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00

100-General Fund
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-4100-53-1600 Small Equip 500-5000	2,900.00	0.00	0.00	0.00	0.00	2,900.00	0.00
100-4100-53-1700 Misc Supplies <500	500.00	0.00	0.00	0.00	0.00	500.00	0.00
100-4100-53-1710 Uniforms/Clothing	400.00	0.00	0.00	0.00	0.00	400.00	0.00
100-4100-53-1720 Repair Parts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-53-1730 Duncan Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Supplies	7,800.00	0.00	0.00	40.10	0.00	7,759.90	0.51
Capital Outlay							
100-4100-54-1401 Infrastructure - SR74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2200 Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2300 Furniture & Fixtures	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
100-4100-54-2400 Computers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2600 Building Renovations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2700 Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL Public Works Admin	343,675.40	6,572.00	0.00	31,953.07	0.00	311,722.33	9.30



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE USAGE AGREEMENT
WITH THE DEPARTMENT OF NATURAL RESOURCES FOR KIDS FISHING EVENT**

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

Submitted: 12/03/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Parks and Recreation

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: The City of Fairburn desires to sponsor a fishing event for children under the age of sixteen (16), free of charge to be held between August 1, 2021 and September 30, 2021.

HISTORY: The Georgia Department of Natural Resources wishes to provide an opportunity for children under the age of sixteen (16) to have a successful fishing trip and thereby recruit them as anglers and conservationists.

FACTS AND ISSUES: The Georgia Department of Natural Resources agrees to provide fish for stocking the pond, transport the fish to the pond, provide technical advice on how the pond should be stocked, and provide instructions on how the fish should be fed and the care they should receive.

****Duncan Park has one (1) pond of approximately 5.5 acres**

RECOMMENDED ACTION: For Mayor and Council to Approve the agreement for kids fishing event at the Duncan Park pond.


Elizabeth Carr-Hurst, Mayor

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF FAIRBURN**

AGREEMENT FOR KIDS FISHING EVENT

This Agreement is made and entered into this **14TH** day of **December, 2020** by and between the **Georgia Department of Natural Resources** (hereinafter referred to as "DNR") whose address is 2650 Floyd Springs Rd., Rome, GA, 30105, and the **City of Fairburn, Georgia**, a Georgia municipal corporation, (hereinafter referred to as "the City" or "Pond Owner") whose address is 56 Malone Street, Fairburn, Georgia 30213.

WHEREAS, DNR desires to provide an opportunity for children under the age of 16 to have a successful fishing trip and thereby recruit them as anglers and conservationists; and,

WHEREAS, the City desires to sponsor such a fishing event for children in the Fulton County community as a means of supporting youth activities; and,

WHEREAS, the City is the owner of certain real property located within the City and otherwise known as Duncan Park, in which there is one (1) pond of approximately 5.5 acres, and,

WHEREAS, DNR and the City desire to enter into this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, DNR and the City agree as follows:

(1) DNR agrees to: (a) provide fish for stocking the pond; (b) transport the fish to the pond; (c) provide technical advice on how the pond should be stocked; and (d) provide instructions on how the fish should be fed and the care they should receive.

(2) The Pond Owner agrees to: (a) cooperate with DNR to assess the condition of the pond and the fish populations thereof; (b) feed and care for the fish every day from the time of stocking to the conclusion of the fishing event; (c) organize and conduct a fishing event limited to children under 16 years of age, free of charge to be held between August 1, 2021 and September 30, 2021; (d) limit each event participant to no more than ten (10) fish; (e) follow the recommendations provided by DNR for the management of the pond and care of the fish; (f) not allow the fish to be used for any purpose other than specified herein; (g) after the stocking of the pond, keep the pond closed to all public or private fishing until after the fishing event to be held pursuant to this Agreement.

(3) The Pond Owner acknowledges that it must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation act of 1973, the Age Discrimination Act of 1975, and Title IX of the Education Amendments of 1972 to receive assistance

and/or fish for sponsoring a Kids Fishing Event and agree that no individual will be denied the privilege of fishing at the Kids Fishing Event on the basis of race, color, national origin, age, sex, or disability.

(4) It is mutually agreed that after the last scheduled or rescheduled fishing event to be held pursuant to this Agreement, any fish remaining in the pond shall become the property of the Pond Owner; provided, however, that in the event the event is postponed because of inclement weather or some other event or condition beyond the control of the Pond Owner, this Agreement shall continue in full force and effect until the fishing event is held.

IN WITNESS WHEREOF, DNR and the City have executed this Agreement on the date above stated.

DEPARTMENT OF NATURAL RESOURCES

By _____
Jim Hakala
Regional Supervisor
Wildlife Resources Division

CITY OF FAIRBURN, GEORGIA

By _____
Elizabeth Carr-Hurst, Mayor

Attest _____
Arika Birdsong-Miller, City Clerk

Approved _____
Randy Turner, City Attorney



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF A 2021 FORD F-150 IN THE AMOUNT OF \$28,029 FOR THE DEPUTY DIRECTOR OF PROPERTY MANAGEMENT.

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

Submitted: 12/07/2020

Work Session: N/A

City Council: 12/14/2020

DEPARTMENT: Property Management

BUDGET IMPACT: \$28,029 from line item 100-1565-54-2200 (Vehicles)

PUBLIC HEARING: () YES (X) NO

PURPOSE: This purchase will provide a vehicle for our Deputy Director of Property Management. If approved funds are to be taken from the \$30,000 budgeted for FY 2020-2021- line item 100-1565-54-2200.

HISTORY: The approval of a new position within this department created the necessity for additional transportation within the department. The vehicle selected is priced with nine options (Limited Slip Axle; Daytime running lights; Super Cab w/ 8' Bed; Power Seat, W/L & Mirrors; Class IV Hitch; Aluminum Wheels and Bumper; Spray in Bedliner, and Reverse Sensors added to the \$20,685.00 Base Price. This vehicle comes equipped with a 3.3 Liter Flex Fuel V-6 engine with a 6-speed automatic transmission.

RECOMMENDED ACTION: Staff recommends Mayor and Council Approve the purchase of a 2021 Ford F-150 4X2 (½ Ton P/U) as listed on SWC #99999-SPD-ES40199373-002 (attached) and not to exceed \$28,029 from ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES.


Elizabeth Carr- Hurst, Mayor

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2021 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

SWC #99999-SPD-ES40199373-002

Equipment included in

Base price

3.3L V6 Flex Fuel engine
 6 Speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear view back up camera
 Vinyl 40/20/40 Bench Seat
 Rubber Floor Covering
 Full Size Spare/ Step bumper
 Autolamp headlights
 Short Bed (6.5 ft)
 6300 GVWR
 P245/70R17 Tires
 Ford SYNC (Bluetooth)

Crew Cab only:

Power Windows, Locks & Mirrors

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
E7 Velocity Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	"

School Bus Yellow is available at
 \$925.00 per vehicle

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

* 5.0L V8 or 3.5L Ecoboost
 engine required

** Not available with regular
 cab short wheel base

*** Requires 85A (Power W-L-M)

**** Super cab & Crew cab only

Base Price

\$20,685

NOTE: Auto Start/Stop is standard on all F150 engines

Options	Price	Code
5.0L V8 Flex Fuel engine	1,836.00	995
3.5L V6 EcoBoost engine**	2,388.00	99G
2.7L V6 Ecoboost	1,125.00	99P
Long Bed (8 ft)	295.00	145
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	2,525.00	X1C
Super Cab (8 ft. bed) *	3,690.00	3690 X1C/Long
4x4 Option- Regular cab	3,495.00	F1E
4X4 Option- Super&Crew Cabs	3,045.00	X1E
Skid plates (4X4s only)	155.00	413
Crew Cab SWB (5.5 ft bed)	5,850.00	W1Cs
Crew Cab LWB* (6.5 ft bed)	6,740.00	W1C/Long
3.5L Hybrid engine- Crew Cab)	7,150.00	99D
Limited Slip Axle	525.00	525 XL9
Daytime Running Lights	42.00	42 942
Power Windows/Locks/Mirrors	1,088.00	1088 85A
Power Seat- requires 85A	345.00	345 91P
XL w/ Power W-L-M, SYNC, AM/FM, & Cruise control.	2,075.00	101A
101A for Crew Cab	995.00	101A
Class IV Hitch (w/o tow pkg)	189.00	189 53B
Trailer Tow Pkg(includes 67T)	897.00	53A
Electric Brake Controller	265.00	67T
Tow Mirrors w/ spotlights***	495.00	54Y/59S
Running boards (black)	262.00	18B
Cruise Control	215.00	50S
40-20-40 Cloth Split Bench	N/C	CS
Cloth Buckets w/console****	275.00	WS
Rear window defroster	305.00	57Q/924
Fog Lights	135.00	595
Carpet w/ Mats	140.00	168
Aluminum Wheels & Bumpers	740.00	740 86A
SYNC 4 w/ SiriusXM	305.00	524/582
Tailgate Step	355.00	63T
Spray-in Bedliner	395.00	395 ATK
Reverse Sensing- requires 53A or 53B	255.00	255 76R
Back up alarm	120.00	85H
XLT Package	5,250.00	300A
XLT Power Driver Seat	330.00	91P
Navigation pkg (XLT Only)	755.00	50N

Options total

Other vendor added equipment

Delivery

Total

75

\$28,029

OK

Contact person

Agency

Phone Number

Harvey Stokes

City of Fairburn

770-964-2244 extension 400

R Burtner

Allan Vigil F

12/7/2020



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE AGREEMENT FOR THE TRIMMING AND CLEARING OF TREES/ VEGETATION FROM AROUND THE OVERHEAD CIRCUITS EXITING TWO SUBSTATIONS TO KENDALL VEGETATION SERVICES FOR THE AMOUNT NOT TO EXCEED \$60,000.

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

Submitted: 12/07/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Utilities (Electric)

BUDGET IMPACT: The budget impact of this task order will not exceed \$60,000. The proposed expenditures will come out of the Electric Account (510-0000-52-2270).

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to Approve the trimming and clearing of trees/vegetation from around the overhead circuits exiting two substations to Kendall Vegetation Services for the amount not to exceed \$60,000. **Substation 1 (W1222)**-Spence Road and **Substation 2 (FO882)**- Hwy 29/NW Broad Street.

HISTORY: In the Electric Department's experience, this service is needed annually.

FACTS AND ISSUES: The completion of this service will prevent many power outages. For example, Substation 1 (W1222) is the main circuit that controls essential facilities throughout the City such as City Hall, the senior living facility behind the Police Station and the nursing home on West Campbellton Street. Kendall Vegetation Services is one of the selected bidders through Electric Cities of Georgia.

RECOMMENDED ACTION: Staff recommends that the City Council Approve the agreement for the trimming/clearing of trees and vegetation from around the overhead circuits exiting two substations to Kendall Vegetation Services and authorize the Mayor to sign the agreement for the amount not to exceed \$60,000.


Elizabeth Carr-Hurst, Mayor



KENDALL
VEGETATION SERVICES



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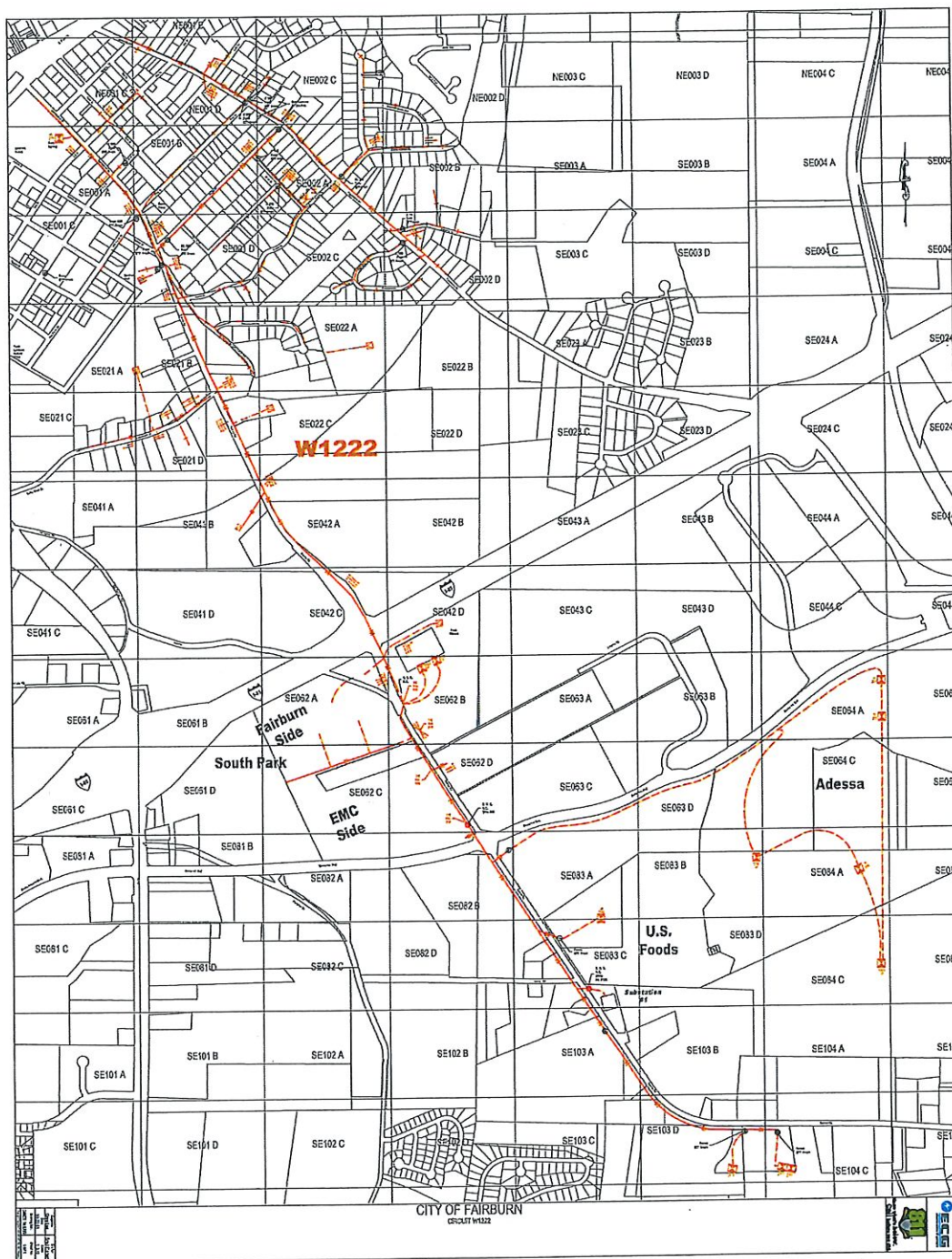
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- 24/7 Emergency Storm Response
- Ongoing Vegetation Management

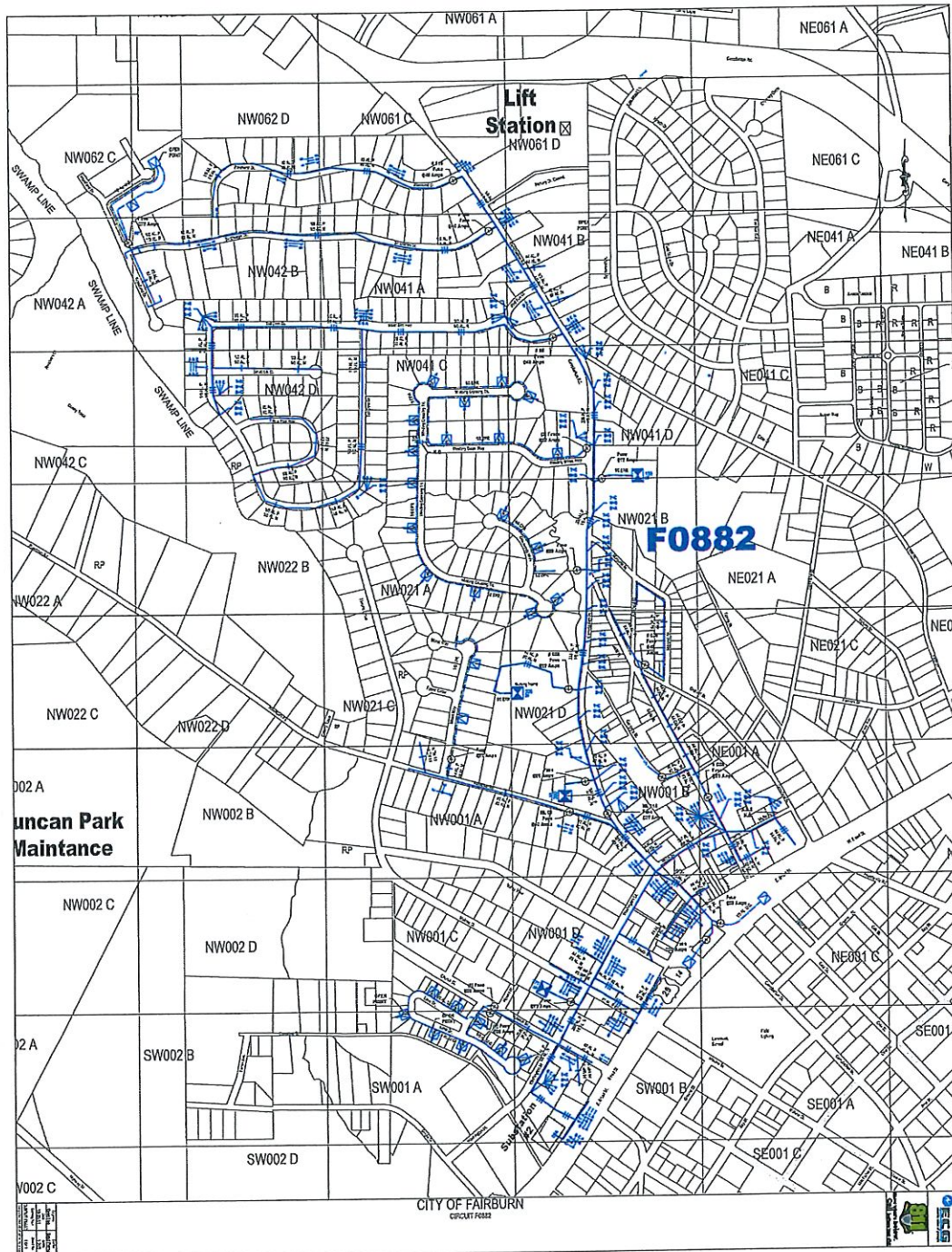


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FORESTRY & VEGETATION MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of December 2020, by and between W. A. Kendall and Co., LLC, P.O. Box 831 Lawrenceville, GA 30046 hereinafter called "Contractor" and City of Fairburn, P.O. Box 145, Fairburn, GA 30213 hereinafter called "Company".

Whereas Contractor provides forestry services to maintain rights of ways that may include cutting, clearing, chipping, brush clearing and removal, herbicide application and other forestry related activities and Company desires said services for the purpose of vegetation management on rights of ways.

1. For the consideration hereinafter enumerated, Contractor agrees to perform those vegetation management related services set forth and described in Exhibit "A" attached, which such services shall be conducted on certain real property more particularly set forth and described in Exhibit "A" and/or additional maps attached.
2. **COMMENCEMENT AND COMPLETION:** The services to be performed pursuant to this Agreement shall commence and be completed within the time frames set forth in Exhibit "A" PROVIDED HOWEVER that, the commencement or completion date, or either of them, may be extended with the prior agreement of Company as the result of factors not within the control of Contractor including fire conditions, site availability, prohibition by federal, state or other governmental entity, strike, fires, inclement weather, acts of God, and other conditions or circumstances beyond the control of Contractor. Contractor must provide Company with a written request to extend the commencement or completion dates prior to deadlines.
3. In accomplishing the services which are the subject of this Agreement, Contractor shall:
 - 3.1 Provide the necessary equipment, transportation, and supervision sufficient to complete said services in a timely manner in accordance with the terms of this Agreement.
 - 3.2 Comply with all state, federal and local laws and regulations to the extent that any such law or regulation is applicable to the services to be performed by Contractor which such laws and regulations shall include but not be limited to federal and state safety laws and regulations, social security regulation, Fair Labor Standards Act, as amended and in force and effect, effective the date of this Agreement, federal and state laws, rules, regulations and orders of various governmental entities concerning herbicide application.

3.3 Report, withhold and pay into any governmental agency all sums accruing under any state or federal law payable on account of wages earned by the Contractor's employees in accordance with the regulations promulgated by the United States and the state in which the contract is to be performed.

3.4 Contractor shall not discriminate against any employee or applicant for employment in accordance with applicable laws and regulations which such discrimination shall be extended such that the Company will take affirmative action to ensure that applicants are treated during employment without regard to race, color, religion, sex or national origin.

3.5 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3.6 Save and hold the Company harmless from any penalty or violation of any federal, state or governmental law, regulation, rule or order committed, or allegedly committed in the performance of this Agreement.

3.7 Contractor shall indemnify and hold harmless Company, their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) if caused in whole or in part by any negligent act or omission of Contractor, anyone directly or indirectly employed by them or any one for whose acts any of them any be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Total liability is limited to amount of Contractor liability coverage.

Contractor's policy must show Company as "additional insured". "Additional insured" coverage must be primary and non-contributing. The "additional insured coverage must include completed operations and must not be limited. Contractor, "additional insured" on umbrella is primary to Company. There must be a thirty (30-day notice of cancellation to Company,

Limits: **A. \$1,000,000.00 combined single limit auto**

B. \$1,000,000.00/2,000,000.00 on both general liability (with aggregate of \$2,000,000.00)

C. Applicable workmen's compensation insurance specifically complying with the state law in which this contract is to be performed for every person the Contractor employees.

4. **TERMS OF PAYMENT:**

4.1 Unless otherwise stated in Exhibit "A" hereto or another addendum to this Agreement signed by both parties, all payments due Contractor will be based on the contract price per unit as stated in Exhibit "A", multiplied by the number of hours completed. Payment will be due within thirty (30) days of the date of the invoice.

4.2 In the event of a dispute with respect to either the satisfactory completion of the work relating to any one or more units and/or the amount invoiced, The Company shall, within sixty (60) days of receipt of the invoice, give notice to Contractor. In the election to arbitrate, the matter shall be arbitrated in the following way:

Each party shall choose one representative who, together, shall choose a third party which shall then comprise an arbitration panel. A majority vote of the panel shall be conclusive and determinative with respect to any issue presented.

5. **MISCELLANEOUS PROVISIONS:**

5.1 Severability: The invalidity of any provision of this Contract, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

5.2 No Partnership: anything in this Agreement should be construed as creating any relationship between the parties hereto other than that of contractual parties such that it is the intent of the parties that no partnership, joint venture or other affiliation is established between the parties hereto. The parties likewise in no way stand in the relationship of master and servant, principal and agent, employer and employee.

5.3 This Agreement cannot be altered, modified, changed or deviated from unless such alteration, modification or deviation shall be in writing and executed by the parties hereto.

5.4 This agreement may be renewed or extended annually by mutual agreement of both parties.

Exhibit A

Hourly tree trimming crew:

- ECG rate - \$140.49/hour
 - 55ft aerial truck 2wd
 - Chip truck
 - Chipper
 - Foreman
 - Groundman
- Note: Total budget limit for this project = \$60,000.00. Contractor will not exceed \$60,000 in invoices without gaining approval from City of Fairburn representatives.

Signature below denotes acceptance:

City of Fairburn

Sign: _____

Print Name: _____

Witness: _____

Date: _____

W. A. Kendall and Company, LLC

Sign: Robert G. Williams

Print Name: Robert G. Williams

Witness: E. C. Balch

Date: 12/4/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 2929 Allen Parkway, Suite 2500 Houston, TX 77019 CN102019900-GAWU-CE-20-21	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED W.A. Kendall and Co., LLC Seelbach and CO., LLC 400 Farmer Court, SW Lawrenceville, GA 30049	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Specialty Insurance Company		37885
	INSURER C: N/A		N/A
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: HOU-003734795-01	REVISION NUMBER: 4
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$25000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CGS740933006	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAD7459913	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			US00067712LI20A	08/01/2020	08/01/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CWD7459912	08/01/2020	08/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
--

CERTIFICATE HOLDER City of Fairburn PO Box 145 Fairburn, GA 30213	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Jennie Clements <i>Jennie Clements</i>
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CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: RESOLUTION TO ESTABLISH AND AUTHORIZE THE CITY OF FAIRBURN
MAIN STREET BOARD**

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

Submitted: 12/08/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: N/A

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to approve the resolution to establish and authorize the City of Fairburn Main Street Board.

HISTORY: The Georgia Main Street program, which follows the National Main Street Center's Four-Point Approach to downtown revitalization, is a tried and true management strategy helping city's with breathing life into main streets across America. The City of Fairburn joined the Georgia Main Street network as an affiliate in April 2017. Affiliate status is primarily intended for communities such as Fairburn that are interested in learning more about the Main Street model, would like to tap into the national network's strategies and resources, and intend to transition to the Georgia Main Street designation.

FACTS AND ISSUES: As an Affiliate of the Georgia Main Street Program, the city is required by the Georgia Downtown Affiliate Network MOU (Memorandum of Understanding) which is renewed annually, to establish a Main Street Board. The Fairburn Main Street Board's mission is to promote historic preservation in downtown Fairburn, showcasing traditional assets of the community, while also incorporating the Four-Point Approach of design, organization, promotions, and economic development to recruit and retain new businesses.

The Main Street Board will be managed by a seven (7) member Board of Directors, to include downtown business owners, commercial real estate professionals, corporate project managers and Downtown Development Authority [DDA] Board Members. For the first year of the "Boards" establishment, the Board of Directors will serve a one (1) year term. After the first year, Board of Directors will be appointed to a four (4) year term. The Board of Directors responsibilities includes 1) assisting the Main Street Manager in creating the annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality, 2) adopting an annual budget that is adequate to

support the annual work plan and, 3) provide opportunities for regular public engagement and support of the local Main Street Program (e.g. business activation and development, beautification initiatives and design, community servicing, and ecotourism). In addition, Board Members are required to become Main Street 101 certified within the first year of their term. By December 31, 2020, all Board Members are scheduled to obtain their Main Street 101 certification.

RECOMMENDED ACTION: For the Mayor and Council to approve the resolution to establish and authorize the City of Fairburn Main Street Board.

Attachments

Main Street Board Resolution
Main Street Board of Directors List


Elizabeth Carr-Hurst, Mayor

1 STATE OF GEORGIA

2
3 COUNTY OF FULTON

4
5 **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
6 **FAIRBURN TO ESTABLISH AND AUTHORIZE THE CITY OF FAIRBURN MAIN**
7 **STREET BOARD; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES**
8

9 **WHEREAS**, the Mayor and City Council have hereby authorized and empowered the
10 establishment of the City of Fairburn Main Street Board for the purposes of coordinating and
11 implementing a revitalization plan for the downtown Historic Commercial district; identifying and
12 mobilizing resources, building and maintaining volunteer support and keeping focus on the
13 district's needs and opportunities.
14

15 **NOW THEREFORE, IT IS HEREBY RESOLVED**, that the City of Fairburn Main Street
16 Board is designed to operate exclusively for charitable and educational purposes. The program is
17 based on the National Main Street Four Point Approach including Organization, Design, Economic
18 Restructuring and Promotion and operates more specifically:

- 19 a) to stimulate downtown economic development in the City of Fairburn by encouraging
20 cooperation and building leadership in the business community;
21 b) to create a positive image for downtown by promoting the traditional downtown area
22 as an exciting place to live, shop and invest;
23 c) to improve the appearance of downtown through historic building rehabilitation and
24 revitalization initiatives, landscaping, streetscape improvements and façade grant
25 administration;
26 d) to recruit new businesses, creatively convert unused spaces for new uses and sharpen
27 the competitiveness of the program's traditional merchants;
28 e) to disseminate information of and promote interest in the preservation, history, culture,
29 architecture and public use of the City of Fairburn's traditional downtown area;
30 f) to hold meetings, seminars and activities for the instruction of members and the public
31 in those activities such as building rehabilitation and design, economic restructuring
32 and planning management that fosters the preservation of the City of Fairburn's
33 traditional downtown area and enhances the understanding and appreciation of its
34 history, culture and architecture;
35 g) to cooperate in the activities of other organizations, individuals and public and private
36 entities located within and outside the City of Fairburn engaged in similar purposes;
37 h) to receive, administer and distribute funds in connection with any activities related to
38 the above purposes provided that the program shall only engage in activities that are in
39 the purview of section the 501(c)(3) or 501(c)(6) of the Internal Revenue Code of 1954
40 or corresponding sections of any prior or future law; once it is established.
41

42 **BE IT FURTHER RESOLVED**, that it is the intent of the program to qualify as a non-profit,
43 tax-exempt entity pursuant to Section 501 (c)(3) or 501 (c)(6) of the Internal Revenue Code of
44 1954, as now or hereafter amended. In order to effectuate such intent, no part of the net earnings
45 of the Program shall inure to the benefit of any of its members or any other individual; and the

1 program shall not participate in, or intervene in, any political campaign on behalf of any candidate
2 for public office.

3 **BE IT FURTHER RESOLVED**, that upon dissolution of the corporation, the residual assets of
4 the corporation shall be distributed to the City of Fairburn, Georgia for use in the defined program
5 area.

6 **BE IT FURTHER RESOLVED**, that Organization is authorized to rely upon the aforesaid
7 resolutions until receipt of written notice of any change.

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

11
12 This 14th day of December, 2020.

CITY OF FAIRBURN, GEORGIA

13
14
15
16
17
18
19

Elizabeth Carr-Hurst, Mayor

20 APPROVED AS TO FORM:

ATTEST:

21
22
23

William R. Turner, City Attorney

Arika Birdsong- Miller, City Clerk

24
25
26



MAIN STREET BOARD OF DIRECTORS

1. **RHONDA APPLEBY**
[Downtown Development Authority/Economic Development]
2. **LEONTE BENTON**
[Commercial Real Estate]
3. **KIMBERLY BRACEY**
[Project Management/Public Administration]
4. **PARIS HILL**
[Downtown Development Authority/Downtown Business Owner, Sliders Burger Joint]
5. **DANITA JONES**
[Downtown Development Authority, Non-profit]
6. **MIKA SMITH**
[Downtown Business Owner, Hair Loom]
7. **ISRAIEL YOUNG**
[Downtown Business Owner, South Fulton Dance Studio]





CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE RESOLUTION FORMALLY ACCEPTING THE DEDICATION OF LAND FOR PUBLIC IMPROVEMENTS FOR HARRIS ROAD.

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

Submitted: 12/10/2020 Work Session: N/A Council Meeting: 12/14/2020

DEPARTMENT: City Attorney

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: To approve a Resolution formally accepting the dedication of land for public improvements for Harris Road, and as shown and described in a Plat of same approved by the City of Fairburn on about October 30, 2012.

HISTORY: The Georgia Department of Transportation has requested that the Mayor and City Council approve this Resolution formally accepting the dedication of land for public improvements identified and described in said Plat and as more particularly shown and described in Exhibits A and B to the Resolution.

RECOMMENDED ACTION: For Mayor and Council to Approve the Resolution Formally Accepting the Dedication of Land for Public Improvements for Harris Road.


Elizabeth Carr-Hurst, Mayor

1 **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF**
2 **FAIRBURN, GEORGIA TO ACCEPT CONVEYANCE OF RIGHT OF WAY**
3

4 **Whereas**, by Plat, certified on August 29, 2012, a copy of which is attached hereto and
5 incorporated herein as Exhibit A, and which was approved by the City of Fairburn on about
6 October 30, 2012, certain property, more particularly shown at the attached Exhibit B, was
7 dedicated and conveyed to the City of Fairburn for improvements to Harris Road; and

8 **Whereas**, further notice of the approval and acceptance of said dedication was provided by the
9 City of Fairburn City Engineer by letter, dated December 12, 2013; and

10 **Whereas**, said Plat was recorded in the real estate records of the Clerk of Superior Court of
11 Fulton County on or about July 15, 2020 at Plat Book 432, Page 43; and

12 **Whereas**, the Georgia Department of Transportation has requested that the Mayor and City
13 Council approve this Resolution formally accepting the dedication of land for public
14 improvements identified and described in said Plat and as more particularly shown and described
15 at Exhibits A and B attached hereto and incorporated herein by reference.

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 formally accepts the dedication of land for public
20 improvements shown and described at the attached Exhibit A and Exhibit B, which exhibits are
21 incorporated herein and made a part of this Resolution of acceptance.

22 **Section 2.**

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

26 **This 14th Day of December, 2020.**

27 **City of Fairburn, Georgia**
28

29 _____
30 **Elizabeth Carr-Hurst, Mayor**

31
32 **Attest:**

33 _____
34 **Arika Birdsong-Miller, City Clerk**
35

Approved as to Form:

William R. Turner, City Attorney



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE MEAG POWER SALE AGREEMENTS WITH THE CITY OF NORCROSS.

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

Submitted: 12/11/2020

Work Session: N/A

Council Meeting: 12/14/2020

DEPARTMENT: Utilities (Electric)

BUDGET IMPACT: The budget impact of this task order will be included in the annual MEAG budget which is billed monthly. The proposed expenditures will come out of the Electric Account (510-0000-53-1530).

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and Approve the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity from the City of Norcross to the City of Fairburn.

HISTORY: The City of Fairburn has allowed MEAG to conduct the purchase of its excess power and reserve power to adequately supply power that will be needed annually.

FACTS AND ISSUES: The agreement is to purchase 4,691 kW of Excess Capacity (\$28,146) and to purchase 2,813 kW of Excess Reserve Capacity (\$16,878) for this fiscal year. The purchase price is for \$6.00 per kW-year. This will also accommodate any extended wintry months as well as upcoming developments.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council Approve the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity from the City of Norcross to the City of Fairburn and authorize the Mayor to sign the agreements for the City of Fairburn.


Elizabeth Carr-Hurst, Mayor



October 26, 2020

City of Norcross, Georgia
Attn: The Honorable Craig Newton, Mayor
65 Lawrenceville Street
Norcross, Georgia 30071

City of Fairburn, Georgia
Attn: The Honorable Elizabeth Carr-Hurst, Mayor
106 Howell Avenue
Fairburn, Georgia 30213

**Re: MEAG Power Sale of Excess Capacity to the City of Fairburn
on Behalf of the City of Norcross**

Dear Mayor Newton and Mayor Carr-Hurst:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Norcross, Georgia ("Norcross"), and the City of Fairburn, Georgia ("Fairburn") for MEAG Power's sale on behalf of Norcross of certain excess capacity to Fairburn pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Norcross and Fairburn, it is understood and agreed that:

(1) Sale of Excess Capacity by MEAG Power on Behalf of Norcross.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross, Norcross has declared capacity in the amount of 4,691 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Norcross has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

(b) This Sale Amount shall not reduce Norcross's cost obligations under the Power Sales Contract and Norcross shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Fairburn for the Sale Amount pursuant to this Letter Agreement shall be credited to Norcross's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



(2) **Purchase of Excess Capacity by Fairburn.** Fairburn agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Fairburn for such amount and Fairburn shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Fairburn.

(3) **Costs.** Norcross shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Norcross to enable it to verify any such costs.

(4) **Indemnification.** Norcross hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Norcross's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of Norcross's excess capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Norcross's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Norcross and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]



Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF NORCROSS

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, _____.
Month Year

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]



October 26, 2020

City of Norcross, Georgia
Attn: The Honorable Craig Newton, Mayor
65 Lawrenceville Street
Norcross, Georgia 30071

City of Fairburn, Georgia
Attn: The Honorable Elizabeth Carr-Hurst, Mayor
106 Howell Avenue
Fairburn, Georgia 30213

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Fairburn
on Behalf of the City of Norcross**

Dear Mayor Newton and Mayor Carr-Hurst:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Norcross, Georgia ("Norcross"), and the City of Fairburn, Georgia ("Fairburn") for MEAG Power's sale on behalf of Norcross of certain excess reserve capacity to Fairburn pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Norcross and Fairburn, it is understood and agreed that:

(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Norcross.

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Norcross, Norcross has declared capacity in the amount of 2,813 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Norcross has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

(b) This Sale Amount shall not reduce Norcross's cost obligations under the Power Sales Contract and Norcross shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Fairburn for the Sale Amount pursuant to this Letter Agreement shall be credited to Norcross's obligation to MEAG Power to pay for its Entitlement Share.

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(2) **Purchase of Excess Reserve Capacity by Fairburn.** Fairburn agrees to purchase the Sale Amount for a price of \$6.00 per kW-year (the "Contract Price"). MEAG Power shall bill Fairburn for such amount and Fairburn shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Fairburn.

(3) **Costs.** Norcross shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Norcross to enable it to verify any such costs.

(4) **Indemnification.** Norcross hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Norcross's sale of excess reserve capacity pursuant to this Letter Agreement.

(5) **Term.** The initial term of the sale of Norcross's excess reserve capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2021 and end at 2400 hours on December 31, 2021. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Norcross's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

(6) **Termination and Unwind.** If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Norcross and Fairburn shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Fairburn shall receive a credit for amounts it paid pursuant to this Letter Agreement and Norcross shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Norcross and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia
1470 Riveredge Parkway NW
Atlanta, Georgia 30328-4640

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Agreed to and accepted, this ____ day
of _____, ____
Month Year

CITY OF NORCROSS

By: _____

ATTEST:

City Clerk

[SEAL]

Agreed to and accepted, this ____ day
of _____, ____
Month Year

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]