



Council Meeting- Zoom

February 8, 2021 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 Alex Heath
The Honorable Linda J. Davis
The Honorable Hattie Portis-Jones

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood
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:

Pastor Charles Ramsey
St. John AME Church

IV. Adoption of City Council Minutes:

Councilmembers

- January 25, 2021 Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. Public Comments: Thirty (30) minutes shall be available for public comments. Each speaker shall be limited to three (3) minutes; however, a speaker may transfer his or her three (3) minutes to another speaker, but no speaker shall be permitted to speak for more than (6) minutes; further in the event, if more than ten (10) speakers desire to speak, each speaker shall be limited to two (2) minutes and no speaker may speak more than four (4) minutes. Issues raised at this time are generally referred to the Department for review. Responses will be provided at a later date.

VII. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

Board Appointments (2) for Planning and Zoning Commission

Board Re-Appointments (2) for Art Advisory Council

2. Parks and Recreation

Mr. John Culbreth

For Mayor and Council to Approve the Usage Agreement with G. Patrick Green for the parking lot located at 129 W. Broad Street for the City of Fairburn's Youth Center in the amount of \$6,000.

3. Utilities Department

Mr. John Martin

For Mayor and Council to Approve the Agreement with Amcon Construction Company to Relocate the two (2) Charging Stations from the Park & Ride on Hwy 74 to the Train Depot (Casablanca) Location in the amount of \$15,540.

4. Utilities Department

Mr. John Martin

For Mayor and Council to Approve the Commercial Sanitation Contract Extension with Advanced Disposal Services.

VIII. Council Comments

Councilmembers

IX. Executive Session

Mayor Carr-Hurst

X. Adjournment

Councilmembers

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

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

There will be an Executive Session to discuss Personnel and Litigation.



City of Fairburn
Mayor and Council Meeting- Zoom
January 25, 2021
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 Linda J. Davis
The Honorable Alex Heath
The Honorable Hattie Portis-Jones

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood
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 Apostle Dr. LaReese Howell of New Horizons in Faith Ministry Inc.
- IV. Adoption of City Council Minutes:
Motion to Approve January 11, 2021, Council Meeting Minutes (Zoom) was made by Councilman Heath and the second was provided by Councilman Smallwood.
Vote: 6-0: Motion Carried.
- V. Adoption of the Council Agenda:
Motion to Approve the Council Agenda was made by Councilman Whitmore and the second was provided by Councilman Heath.
Vote: 6-0: Motion Carried.
- VI. Discussion:
 1. Mr. David E. Clark, Director of Public Works for Fulton County explained that in January 2018, the Fulton County BOC in coordination with the Mayors of the County's 14 municipalities outside of the City of Atlanta adopted the Fulton County Transit Master Plan. In May 2019, the BOC in coordination with the cities, amended the County's short-term plan and reaffirmed South Fulton Parkway and GA 400 as the priority transit corridors. Through previous discussions, MARTA has agreed to fund the maintenance and operations for transit along South Fulton Parkway and GA 400 as part of the existing 1-cent sales tax. To move these projects toward implementation a local commitment is required to help fund the necessary capital improvements. Renewal of the County's TSPLOST (Transportation Special Purpose Local Option Sales Tax) provides an avenue for the County and Cities to provide up to 50% of the capital funds needed to advance transit in South and North Fulton County. Mr. Clark further explained that in lieu of renewing the current 0.75-cent TSPLOST, the County could pursue a legislative change to allow a full 1-cent sales tax (as allowed in other Georgia counties). A full 1% sales tax would yield approximately \$700 Million over

five years and would allow the cities to maintain a similar level of funding to the current TSPLOST for local projects as well as the necessary transit funding.

VII. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

- Appointment of Mayor Pro-Tem for 2021
Councilman Whitmore made the Motion to Appoint Hiram Alex Heath as Mayor Pro-Tem for the City of Fairburn for 2021. Councilwoman Davis provided the second.
Vote: 6-0: Motion Carried.
- Appointment of City Attorney for 2021
Councilwoman Davis made the Motion to Appoint William Randy Turner as the City Attorney for the City of Fairburn for 2021. Councilman Smallwood provided the second.
Vote: 6-0: Motion Carried.
- Appointment of Municipal Judge for 2021
Councilwoman Portis-Jones made the Motion to Appoint Monica Ewing as the Municipal Judge for 2021. Mayor Pro-Tem Heath provided the second.
Vote: 6-0: Motion Carried.
- Appointment of City Clerk for 2021
Councilman Smallwood made the Motion to Appoint Arika Birdsong-Miller as the City Clerk for 2021. Mayor Pro-Tem Heath provided the second.
Vote: 6-0: Motion Carried.
- Appointment of Police Chief for 2021
Councilman Whitmore made the Motion to Appoint Stoney Mathis as the Police Chief for 2021. Councilwoman Davis provided the second.
Vote: 6-0: Motion Carried.
- Appointment of Fire Chief for 2021
Councilwoman Davis made the Motion to Appoint Cornelius Robinson as the Fire Chief for 2021. Councilman Smallwood provided the second.
Vote: 6-0: Motion Carried.
- Legal Organ of the City of Fairburn for 2021
Councilman Whitmore made the Motion to Appoint the South Fulton Neighbor Newspaper as the Legal Organ for the City of Fairburn for 2021. Mayor Pro-Tem Heath provided the second.
Vote: 6-0: Motion Carried.

2. City Clerk

Mrs. Arika Birdsong-Miller

For Mayor and Council to Discuss and Approve the 2021 City Council Meeting Schedule. Mrs. Birdsong-Miller presented the schedule to Mayor and Council. Mayor Carr-Hurst stated that the Georgia Municipal Association Annual Conference was moved to August 6th-10th and would like the proposed schedule to reflect the recent change. Mayor Carr-Hurst explained that the meeting on June 28, 2021 should be added as a City Council Meeting and August 9, 2021 should be reflect the GMA Conference. Motion to Approve the 2021 City Council Meeting Schedule with modifications was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Heath.

Vote: 6-0: Motion Carried.

Councilwoman Portis-Jones made a Motion to add an agenda item to discuss adding the Public Comments section back on the agenda beginning February 8, 2021. The second

was provided by Councilwoman Davis. Mayor Carr-Hurst stated this item will be added as Item #8.

3. Property Management

Mr. Harvey Stokes

For Mayor and Council to Approve and Adopt the 2020 National Electric Code. Mr. Stokes explained that there are several changes that occurred in the newer version geared toward new single-family home construction. Most notable is requiring all new home to have a surge protector installed to protect modern electronics against power surges, this change included older homes when services are upgraded. Mr. Stokes further explained that another change is the exterior disconnects, better known as the "Emergency Disconnect" for public safety. Under the old rule if the panel was within 25' of the meter base no exterior disconnect was required, the new code will benefit our fire service so that the power can be disconnected by staff rather than waiting on the utility company to remove the meter. Motion to Approve and Adopt the 2020 National Electric Code was made by Councilman Smallwood and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

4. Utilities Department

Mr. John Martin

For Mayor and Council to Approve the Bid Award Recommendation for the Corbett Group, LLC in the amount of \$672,600 for the Fayetteville Road Water Main Improvements Project. Mr. Martin explained that the City of Fairburn experienced ongoing maintenance issues with the water distribution system on Fayetteville Road from Edelweiss Drive to Broad Street. Staff identified recurring water main leaks that resulted in costly repairs on the existing 6-inch water main. Due to the age of this water main, and the ongoing repair expenses, the City requests to replace this approximately 5,000 linear feet portion of the 6-inch water main. Mr. Martin stated that ISE assisted City Staff with the bidding process and the Corbett Group, LLC was the lowest bidder. Motion to Approve the Bid Award Recommendation for the Corbett Group, LLC in the amount of \$672,600 for the Fayetteville Road Water Main Improvements Project was made by Mayor Pro-Tem Heath and the second was provided by Councilwoman Portis-Jones.

Vote: 6-0: Motion Carried.

5. Fire Department

Chief Cornelius Robinson

For Mayor and Council to Approve the Purchase of Equipment for Ten-8 Fire & Safety Equipment of Georgia for the New Fire Engine in the amount of \$21,810. Chief Robinson explained that this purchase will allow the Fire Department to upgrade to modern day equipment and technology and replace some of the equipment that was purchased in 1992. Motion to Approve the Purchase of Equipment for Ten-8 Fire & Safety Equipment of Georgia for the New Fire Engine in the amount of \$21,810 was made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

6. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve a Supplemental Agreement with Envirorisk for Contaminated Ground Water Remediation and Follow-Up Monitoring Service in the amount of \$46,950. Mr. Thompson explained that due to the presence of higher concentration of dissolved benzene and total BTEX in the ground water, Georgia EPD is requiring preparation of a Corrective Action Plan-Part B (CAP-B) by February 15, 2021.

Mr. Thompson introduced Mr. Kenneth Summerour, Principal Geologist at Envirorisk Consultants, Inc to give a detailed breakdown of the proposed agreement. Mr. Summerour explained the CAP-B will include the installation of 3 to 4 temporary monitoring wells, sampling, field gauging, surveying, and preparation of a groundwater remediation plan using In-Situ Chemical Oxidation (ISCO). After EPD approval of the CAP-B, Envirorisk will implement an ISCO injection in the former tank pit using 1750-2,000 gallons of activated sodium persulfate with calcium peroxide. Approximately 30 days following the ISCO injection, allowing time for adequate oxidant treatment, Envirorisk will resample the monitoring wells and prepare a Monitoring Only Report (MOR) #1. Pending the results, Envirorisk will likely request "No Further Action" (NFA) along with MOR #1 submittal. NFA approval will be at the discretion of Georgia EPD and based on experience, up to three (3) additional quarterly sampling events and reports (MORs) may be required. The breakdown provides the costs with contingencies to hopefully eliminate future proposal requests.

- Temporary well installation, sampling, & CAP-B preparation – \$14,200.00
 - ISCO treatment (up to 2,000 gal), 30-day sampling, MOR prep – \$22,250.00
 - 3 additional sampling events and MORs-\$3,500.00/event x 3 – \$10,500.00
- TOTAL: \$46,950.00

Motion to Approve a Supplemental Agreement with Envirorisk for Contaminated Ground Water Remediation and Follow-Up Monitoring Service in the amount of \$46,950 was made by Councilman Pallend and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

7. Engineering

Mr. Lester Thompson

For Mayor and Council to Approve Change Order #1 with Summit Construction and Development for Retaining Wall Surface Preparation at the Fairburn Train Depot Parking Lot Expansion Project in the amount of \$7,500. Mr. Thompson explained that after constructing the retaining wall on the Fairburn Train Depot Parking Lot Expansion Project was completed, staff thought that it may be an ideal backdrop for future creative placemaking projects. Motion to Approve Change Order #1 with Summit Construction and Development for Retaining Wall Surface Preparation at the Fairburn Train Depot Parking Lot Expansion Project in the amount of \$7,500 was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

***8. Office of Mayor and Council**

Councilwoman Portis-Jones

For Mayor and Council to Discuss and Approve adding Public Comments back on the agenda beginning February 8, 2021. Councilwoman Portis-Jones explained that the citizen comment section was removed when the COVID-19 Global Pandemic began, and the Council Meeting moved to the virtual platform. Councilwoman Portis-Jones stated that she thinks we should add the comments section back on the agenda moving forward. Motion to Approve adding the Public Comments section back on the agenda beginning February 8, 2021 was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

**Agenda Item added from the floor.*

VIII. Council Comments:

Mayor Pro-Tem Heath stated that he is honored with the Appointment of Mayor Pro-Tem.

Councilwoman Portis-Jones welcomed Mayor Carr-Hurst back and told her that with God's grace she will learn to manage the grief after the passing of her beloved daughter Kim.

Councilwoman Davis welcomed Mayor Carr-Hurst back and congratulated all Re-Appointees.

Councilman Pallend told Mayor Carr-Hurst that he is sorry for her troubles regarding her daughter Kim. Councilman Pallend stated that residents interested in receiving the COVID-19 vaccine should contact YourTown Heath.

Councilman Smallwood stated that he is still praying for Mayor Carr-Hurst and congratulated all Appointees including Mayor Pro-Tem Heath.

Councilman Whitmore congratulated all staff members Appointments and informed Mayor Carr-Hurst that he is continuously praying for her.

Mayor Carr-Hurst stated that she is taking it day by day dealing with the grief of losing her beloved daughter Kim that lost her battle with cancer. Mayor Carr-Hurst stated that she is so thankful to God for the years she got to spend with Kim. Mayor Carr-Hurst thanked the City of Fairburn's staff, Pastors, and friends for being in Alabama during her time of need.

- IX. Adjournment: At 8:44 pm, with no further business of the City of Fairburn, the Motion to Adjourn was made by Councilwoman Davis and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor



APPOINTMENT OF PLANNING AND ZONING COMMISSIONER MEMBER MR. JASON JONES

Per Article VII, Section 80-279 of the City of Fairburn Code of Ordinances, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to City Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 8, 2021, Mr. Jason Jones is appointed to the Planning and Zoning Commission for a four (4) year term that expires February 10, 2025.

Elizabeth Carr-Hurst, Mayor

Jason R. Jones

63 Cole Street Fairburn, GA 30213 • (404) 307-2892 • jasjon@microsoft.com

Channel Development and Strategy Leader

Innovative sales and marketing manager with over twenty years of experience in accelerating and driving channel revenue. Strong strategic thinker and team builder with a unique ability to find and grow superior sales and marketing talent. A proven team leader with experience in leveraging strategic alliances and partnerships to expand revenue and incrementally growth pipeline opportunities. Exceptional operational and communication skills that led to the development of new business processes that will decrease expense and monitor net new revenue opportunities. Deep experience in working with Distribution, LSP, VAR, SI, and OEM partner channel models.

PROFESSIONAL EXPERIENCE

Microsoft Corporation

Sr. Partner Development Manager

January 2013 - Current

Senior leader driving partnership between Microsoft and one of Microsoft's largest Global strategic Partners. Accountable for over \$150million in revenue contribution

- FY18 Microsoft Platinum Club Award Winner for Microsoft US OCP
- Successful launched Microsoft Cloud Solution Program and grew business from Zero to \$90M annual run rate in less than 3years.
- Achieved 100% attainment four out of five years on growth of 20% annually
- Drove key initiatives around enhanced revenue performance to be included in regular executive monthly business reviews.
- Key leader in driving cross group collaboration with Microsoft Surface and Devices team to drive cloud attach to devices across the the partner ecosystem
- Managed annual marketing budget of \$10million to assist in driving key programs around Modern Workplace and Applications and Infrastructure.
- Developed first of its kind ONE MICROSOFT QBR format integrating all Microsoft Business Units across the US OCP Distribution Channel.

Territory and Partner Sales Executive

April 2009 – January 2013

Led proactive field sales management for select group of managed partners in the Greater Southeast SMSP area and owned overall growth targets for assigned CTM and CAM segments.

- 2013 Microsoft Gold Club Award Winner
- Q2 FY10 Microsoft East Region Vice President award winner
- Successfully recruited four additional national system integrators into NSI (National System Integrator) into our local models.

- Worked with SMSP field sales leadership to help connect locally managed partners to key service opportunities through our Packaged Services Deployment Program. Nomination for Regional Extreme Team award
- Achieved 100% attainment for 2009, 2010, 2011, and 2013 Fiscal Years.
- Drove key initiatives for Microsoft including rolling out our new ECI agreements and closed the first ECI agreement in the USA.
- Selected to be the first regional Partner Sales Executive to work with the service and solution practice of Microsoft Large Account Resellers.

Intellinet Corporation, Atlanta GA

October 2007-March 2009

Vice President, Strategic Alliances and Marketing

Work directly with the CEO as a member of the Executive Leadership Team to set company strategy and direction. Developed and nurtured strategic channel alliances to execute on long term revenue and marketing objectives.

- Drove 30% increase in channel alliances co-funding and marketing spend.
- Increased Microsoft technical solutions competencies to nine.
- Achieved Microsoft managed partner's status in all target field geographies which helped drive joint opportunity pipeline in excess of \$1,000,000.
- Achieved recognition as one of Microsoft Consulting Service's top eighteen partners in the USA.
- Ran successful marketing campaigns resulting in over \$500,000 in incremental revenue
- Worked with senior leadership team to develop and implement a long term strategy to mitigate the risk associated with the downturn in economy.

Microsoft Corporation

2001-October 2007

National Business Development Manager (NSI), Atlanta, GA

Led proactive field sales management for top system integrator partners within U.S. Drove executive relationships and strategic direction of Microsoft solutions and programs targeted accounts.

- Drove an ROI in excess of 20:1 on an annual marketing budget of \$250,000.
- Successfully recruited four additional national system integrators into NSI (National System Integrator) program which led to incremental revenue.
- Worked with senior leadership to help create unique licensing influence database that tracked the software licensing impact of all NSI partners which help to better evaluate marketing results and revenue projections.
- Developed a strategic initiative to ensure all NSI team members were tracking to their commitment objectives for personal development and training.
- Installed as a Microsoft mentor for new associates joining the organization due to my interpersonal skills and ability to train and motivate others.
- 2007 Microsoft Above and Beyond award winner
- 2006 Microsoft Above and Beyond award winner
- 2004 Microsoft Outstanding Contributor award winner

National VAR Inside Sales Manager, Redmond WA

Designed a comprehensive strategy to launch a new Microsoft channel sales team targeting top partners to drive incremental revenue for Microsoft. Successfully managed and developed sixteen inside sales representatives calling on over 3000 accounts within the United States.

- Developed and ran quarterly cost benefit analysis on a sales operation budget in excess of \$1,000,000 and a marketing budget of over \$100,000.
- Recognized by senior executives in 2001 as a Microsoft Outstanding Contributor award winner for successfully launching and training a new channel sales team in less than 6 months.
- Instituted a strategic account selection process which assisted in identifying top priority accounts and assigned them to the appropriate sales executive to maximize revenue opportunity.
- Developed a comprehensive revenue tracking system for tracking over \$20,000,000 in yearly revenue which enabled more efficient performance management of all targeted accounts.

Merisel Inc., Raleigh NC **Director of Channel Sales**

1994-March 2001

Oversaw operations and sales efforts for over 100 distribution sales reps proactively engaging accounts located in Eastern and Central Time geographies.

- Reported daily progress to senior leadership on the sales performance, gross profit, employee development, and morale within the entire sales organization.
- Developed customer sales incentive programs which increased sales growth 15% within underperforming sales territories.
- Implemented short term strategy to consolidate sales territories and cut over \$3,000,000 in operating expenses

Regional Sales Manager

Guided a sales team of thirty five account executives handling top Merisel accounts within the central region.

- Drove over \$150,000,000 in channel revenue annually and achieved 7% year over year growth
- Three time member of the Merisel President's club for exceeding regional revenue targets
- Led strategic corporate initiative to drive increases in gross profit and expand our reseller base into net new VAR accounts.

Area Sales Manager

Responsible for the hiring and development of the sales team as well as exceeding our revenue quota on a monthly basis

- Eight time award winner of top Area Sales Manager for the sales team's performance within a quarter.

Account Executive

Sales Executive covering top channel VAR accounts within the Florida region.

EDUCATION

BA Economics, 1993, University of North Carolina at Chapel Hill

**COMMUNITY
INVOLVEMENT**

Middle School Soccer Coach, Landmark Christian School

Appointed by Mayor to the Fairburn, GA Downtown Development Authority to help create a better economic environment in Downtown Fairburn, GA

STEM Advisor to Banneker High School

Member of planning and Zoning citizen board for Fairburn, GA



APPOINTMENT OF PLANNING AND ZONING COMMISSIONER MEMBER MR. LEONTE BENTON

Per Article VII, Section 80-279 of the City of Fairburn Code of Ordinances, the Planning and Zoning Commission shall be composed of seven members. The Mayor shall nominate members to City Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 8, 2021, Mr. Leonte Benton is appointed to the Planning and Zoning Commission for a four (4) year term that expires February 10, 2025.

Elizabeth Carr-Hurst, Mayor

Leonte Benton

SVP, PRINCIPAL



YEARS OF EXPERIENCE

14+ years

AREAS OF EXPERTISE

Office

Industrial

Retail Site Selection

ADDITIONAL SKILLS

Market Knowledge, Business

Development, Community

Affairs, and Feasibility

Analysis

PROFICIENCIES

CoStar

Microsoft Office Suite

ROLE & RESPONSIBILITIES

Leonte specializes in gathering in-depth market intelligence to help his clients secure the real estate solutions that best align with company objectives. He works closely with his team to negotiate the best terms and conditions to suit the clients' needs. Leonte also serves as client liaison, business development specialist and leads many of the company community affairs initiatives.

WORK EXPERIENCE

Leonte was the catalyst for T. Dallas Smith & Company and has been with the firm since its inception. As a mentee of T. Dallas Smith, Leonte became proficient in the areas of site feasibility, contract negotiations, financial analysis, business development and client relations. He has an exceptional understanding of various commercial real estate assets, including office, warehouse, land and retail. Many of his clients note his insights in their markets of interest as outstanding and of great value when making critical short- and long-term real estate decisions. He has successfully represented boutique companies and corporate giants. His commercial real estate transactions portfolio includes prominent entities like AT&T, Coca-Cola Company, FedEx, JP Morgan Chase, and General Services Administration. Leonte is highly active in the communities we serve. He serves on the Fulton County Board of the Boys and Girls Club of Metro Atlanta and Youth Enhancement Services.

EDUCATION

- Morehouse College, Bachelor of Business Administration (Finance)

MEMBERSHIPS, HONORS AND AWARDS

- LEAD Atlanta - 2014
- Leadership Georgia - 2018
- Atlanta Police Foundation - Board Member
- Next Generation Men & Women - Board Member
- Atlanta Business Chronicle 40 under 40
- Atlanta Commercial Board of REALTORS
- Empire Board of Realtists - President
- Georgia Chamber of Commerce Board of Directors - Board Member



RE-APPOINTMENT OF ART ADVISORY COUNCIL MEMBER MS. ANGELA JONES

Per Division II, Section 80-451 of the City of Fairburn Code of Ordinances, the Art Advisory Council shall be composed of seven members. The Mayor shall nominate members to City Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 8, 2021, Ms. Angela Jones is appointed to the Art Advisory Council for a four (4) year term that expires February 10, 2025.

Elizabeth Carr-Hurst, Mayor

Angela Jones
CEO and Managing Partner – Tired Buffalo Interiors
63 Cole St Fairburn GA 30213
770-289-4557
asjoneswolfpack@hotmail.com

Angela is the CEO of Tired Buffalo which is an interior and furnishing company based in Sharpsburg with an additional location planned in Savannah. Angela has years of interior and furnishings experience as well as volunteer work. She brings a wealth of organization knowledge as she has served on the board of multiple charitable programs, including Newnan's Distinguished Young Women scholarship program.

Angela is a graduate of North Carolina State University and holds a Bachelor of Science degree in Mathematics Education. She has worked in both the technology sector and was a long time educator focused on STEM. She understands the importance of Art and Culture as being critical to the success of any city in the metropolitan area.

Additionally, Angela brings over 14 years of experience in the entertainment business. She deeply understands the inner workings of "HOLLYWOOD" and has traveled the world on sets of many blockbuster films.

Angela and her family moved to downtown Fairburn 4 years ago and she is passionate about expanding the ARTS in Fairburn. This would not only make Fairburn a better place for its residents but has the potential to bring a great economic impact to the area.



RE-APPOINTMENT OF ART ADVISORY COUNCIL MEMBER MS. JACQUELINE DORSEY

Per Division II, Section 80-451 of the City of Fairburn Code of Ordinances, the Art Advisory Council shall be composed of seven members. The Mayor shall nominate members to City Council who shall approve said nominees by majority vote. The terms of the members are staggered four (4) year terms or until their successors are appointed. On February 8, 2021, Ms. Jacqueline Dorsey is appointed to the Art Advisory Council for a four (4) year term that expires February 10, 2025.

Elizabeth Carr-Hurst, Mayor



Jacqueline Dolsey was born in Detroit, Michigan but raised in Altadena, California where she attended John Muir Performing Arts school and found her love for dance and musical theater. Then she later attended Ashford University to receive her BA Degree in Organizational Management.

Jacqueline is one of the proud owners of South Fulton Studios LLC, a mother-daughter owned business, started in 2015. South Fulton Studios is a Performing Arts School that is a premier home for diverse performing arts programming and education, collaborating with artists, organizations, schools, and the community to encourage the creation, appreciation, and understanding of the arts. She seeks to nurture a vibrant arts community, foster artistic excellence and bring people together for powerful shared experiences that inspire a creative exchange of ideas. She strongly believes everyone can "Dance their dreams to reality."

Her business serves communities in the South Fulton area. Some of the businesses, schools and organizations are Harvest Rain Academy, Gems Learning Center, Academy of Union City, Living Hope Christian Fellowship, Open Word Church and partnership with TriCities HS Dance Magnet Program.

Before devoting her work to South Fulton Studios as owner and director she was a program manager of South Fulton Learning Center. She also helped create Leapfrog Early Learning Academy as well as leading the academy through NAEYC Accreditation and created connections through Fulton County Schools.

She served on the Airport Area Kiwanis Club 2011-2014 as Board of Directors as well as chair for the Annual Art and Music Talent Showcase. A competition that provides the opportunity for talented South Fulton students to display art and perform in an exciting showcase where the students received certificates, trophies, awards, and scholarships in recognition for their talents. The winners moved on to Georgia District Showcase in Carrollton Georgia which provides \$15, 000 in educational scholarships.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE USAGE AGREEMENT WITH G. PATRICK GREEN FOR THE YOUTH CENTER PARKING LOT

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

Submitted: 02/01/2021 Work Session: N/A Council Meeting: 02/08/2021

DEPARTMENT: Parks and Recreation

BUDGET IMPACT: \$ 6,000; Budget Line - 100-6100-52-3900

PUBLIC HEARING? () Yes (X) No

PURPOSE: : For Mayor and Council to Approve the Usage Agreement with G. Patrick Green for use of the parking lot at Fairburn's Youth Center 129 SW Broad Street.

HISTORY: The rental fee during the term in the amount of \$500 per month due at the first of each month.

FACTS AND ISSUES: G. Patrick Green is the owner of the parking lot located at 129 West Broad Street; The City of Fairburn desires to use the premises for parking of cars and light trucks. No heavy trucks or equipment allowed and must comply with all state, county, and municipal law ordinances.

RECOMMENDED ACTION: For Mayor and Council to Approve the Use Agreement between G. Patrick Green (Parks and Recreation Parking Lot) and the City of Fairburn for use of the parking lot located at 129 SW Broad Street for a one-year term expiring on March 31, 2022


Elizabeth Carr-Hurst, Mayor

RENTAL AGREEMENT

129 West Broad Street, Fairburn GA 30213

THIS AGREEMENT is made and entered into between G. Pat Green (hereinafter referred to as "Landlord") and the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the "Lessee") for rental of parking lot at 129 West Broad Street, Fairburn, Ga 30213 for parking.

WHEREAS, G. Pat Green is the owner of the parking lot located at 129 West Broad Street; and

WHEREAS, the undersigned Lessee desires to use the premises for parking of cars and light pickup trucks. No heavy trucks or equipment allowed and must comply with all state, county, and municipal laws ordinances.

TERM: This Agreement is to become effective on the April 1, 2021 and shall terminate on March 31, 2022.

FEES: Lessee agrees to pay G. Pat Green a rental fee during the Term in the amount of \$500.00 per month due at the first of each month.

For the use of the above parking lot, the Lessee agrees to the following conditions:

- I. The parking lot will be delivered from the Landlord in an as-is condition.
2. The Landlord shall be responsible for general maintenance support during the term of the Lease.
3. The Lessee agrees to solely use the premises for parking and shall apply with all state, county, and municipal laws and ordinances. Cars and light pick-up trucks only, no heavy trucks or equipment.
4. The Lessee will be responsible for keeping area clean and free from debris. No storage of goods or materials of any kind or description which are combustible or would increase fire risk.
5. Landlord shall not be liable for damage to vehicles while parked on the premises of any type for any reason or cause whatsoever, except where such is due to Landlord's gross negligence or intentional misconduct.
6. The Lessee shall provide liability insurance policy in the amount of \$500,000.00 per person/ \$1,000,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement.
7. Lessee further understands and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the Landlord is obtained.

8. In the Landlords discretion, for failure of the Lessee to follow the policies and procedures for the use of the parking lot at 129 W. Broad Street, Lessee's use of the parking lot may be suspended, or this Lease may be immediately terminated. Thirty (30) day notice must be given for termination of agreement
9. Lessee shall deliver premises in good order and repair to Landlord upon termination or expiration of this Rental Agreement. Whenever Landlord is entitled to possession of the Premises under the terms of this Rental Agreement, Lessee shall at once surrender Premises to the Landlord and shall remove all the Lessee's property. Should the Lessee remain after termination or expiration of this Agreement.
10. If Lessee fails to pay rent or any other sum due, or otherwise fails to abide by and perform any of the obligations, term, conditions or provisions of this Rental Agreement, including, but not limited to, failure to reimburse Landlord for any damages, repairs or costs when due, abandonment of the Premise, or violate any of the rules and regulations set forth herein, each and any breach shall constitute a default under this Rental Agreement. If such default continues for three (3) business days written notice of default from Landlord may terminate the lease by written notice to the Lessee.
11. Any failure of Landlord to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. Acceptance by Landlord of any late payment of rent shall not constitute a waiver of any rights of Landlord, including without limitation, the right to terminate this Agreement as herein provided. The receipt of any rent or additional rent by Landlord with the knowledge of such breach shall not operate as a waiver by Landlord unless such waiver is in writing and signed by Landlord.
12. The parking lot included in this Lease shall not be sub-leased without the written approval of the Landlord.

This Rental Agreement and any attached addendums constitute the entire Rental Agreement between the parties and no oral statements shall be binding. The Lessee agrees that by signing this Agreement it will abide by these conditions and understands that failure to abide by them may result in the loss of the right to conduct their activities as provided herein.

This Agreement entered into this _____ day of _____, 2021.

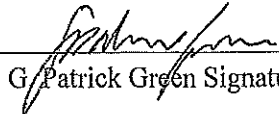
Leasee, CITY OF FAIRBURN

Landlord, G. PAT GREEN

By: _____
Elizabeth Carr-Hurst, Mayor

By: G Patrick Green
G. Patrick Green (Print Name)

Attest: _____
Arika Birdsong-Miller, City Clerk


G. Patrick Green Signature

Attest: _____
William R. (Randy) Turner

Mailing Address:

117 W Broad St
Fairburn, Ga 30213



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE AGREEMENT WITH AMCON CONSTRUCTION COMPANY TO RELOCATE THE TWO (2) CHARGING STATIONS FROM THE PARK & RIDE ON HWY 74 TO THE TRAIN DEPOT (CASABLANCA) LOCATION IN THE AMOUNT OF \$15,540

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

Submitted: 02/03/2021

Work Session: N/A

Council Meeting: 02/08/2021

DEPARTMENT: Utilities (Electric)

BUDGET IMPACT: The budget impact of this item will be for \$15,540. The proposed expenditures will come out of the Electric Account (510-0000-54-1400).

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the relocation of the charging stations from the Park & Ride on Hwy 74 to the Train Depot location by AMCON Construction Company in the amount of \$15,540.

HISTORY: There has been various request to install electric charging stations at various locations throughout the City of Fairburn.

FACTS AND ISSUES: The completion of the relocation of the charging stations will allow the public to charge their electric vehicles in the downtown area. There are plans to install rapid charging station at the Fairburn Park & Ride Facility on Hwy 74 in their place. This will also allow visitors to the area to charge their electric vehicles in a relatively short time (up to 80% in 30-40 minutes), while they patronage the businesses in the area.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the relocation of the charging stations from the Park & Ride on Hwy 74 to the Train Depot location by AMCON Construction Company in the amount of \$15,540.

Elizabeth Carr-Hurst
Elizabeth Carr-Hurst, Mayor



An AM Construction Company

1375 Oakley Industrial Blvd
Fairburn, Georgia 30213
Office (770) 251-4710 Fax (770) 251-4549

Bid Proposal
#DP2021-101

January 19, 2021

Project Name: City of Fairburn

Project Summary: Relocate 2-EV chargers from Park & Ride location to Train Station location

Project Scope:

- 1) Disconnect and Remove 2-Existing EV chargers from Park & Ride on Hwy 74
- 2) Provide and Install 1-200amp New 240v single phase service for EV chargers at Train Depot
- 3) Provide and Install concrete pads for 2- EV chargers at Train Depot
- 4) Provide and Install conduit/wiring from New 240v single phase service to 2- EV chargers at Train Depot
- 5) Reinstall 2-Existing EV charger at Train Depo per City of Fairburn Engineering (Tom Banks) meeting on 1-4-21

PO# 21-15640 Packet# 52586

Total- \$ 15,540.00

Clarifications/Exclusions:

- 1) If AMC's work is impacted by interruptions, obstructions, schedule accelerations, delays, or out of sequence work, beyond our reasonable control; additional cost will be billed at cost plus including: lost production, overtime, and extended general conditions. Our work schedule will be extended appropriately.
- 2) Should the final design differ from the original bid documents or agreed work manner, pricing and clarifications we reserve the right to reprice accordingly
- 3) This quote is based on Normal Working Hours 7:00am to 5:00pm
- 4) City of Fairburn will supply power to New Service

This proposal is subject to and conditioned upon use of terms which are acceptable to AMCON Industrial.
Prices are valid for (30) days unless otherwise noted.

5) Amcon has not included any cost for Permitting only paperwork filling

Pay Terms:

30% Down Payment with PO

60% Progress Billing Accordingly

10% Final Bill after Customer Buyout

**** All Billings are Net 30 Terms ****

Best Regards,

Danny Pettus

Director of Electrical Division

AMCON

INDUSTRIAL

DESIGN | DETAILING | FABRICATION | INSTALLATION | ENGINEERING

1375 Oakley Industrial Blvd

Fairburn, GA 30213

danny@amconindustrial.com

www.amconindustrial.com

T: 770.251.4710 | C: 678.572.8479 | F: 770.251.4549



Confidentiality Notice:

This transmission (including any attachments) may contain confidential information belonging to the sender and is intended -only for the use of the party or entity to which it is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, retention or the taking of action in reliance on the contents of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and erase all information and attachments

Non-Solicitation of Employees and Contractors. During the term of this Agreement and for one (1) year following the last day on which AMCON performs services for Customer under this Agreement, Customer will not, directly or indirectly, employ or offer employment to any employee of AMCON or contractor provided by AMCON, or assist any related corporation, affiliate or third party in doing so, without first contacting AMCON and obtaining the AMCON's express consent with respect to the specific employee(s) in question.

This proposal is subject to and conditioned upon use of terms which are acceptable to AMCON Industrial.
Prices are valid for (30) days unless otherwise noted.









CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE RENEWAL AGREEMENT BETWEEN ADVANCED DISPOSAL AND THE CITY OF FAIRBURN FOR COMMERCIAL SOLID WASTE COLLECTION SERVICES

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

Submitted: 02/03/2021

Work Session: N/A

Council Meeting: 02/08/2021

DEPARTMENT: Utilities (Sanitation)

BUDGET IMPACT: There is no budget impact to the City.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to Approve the renewal agreement between Advanced Disposal and City of Fairburn for Commercial Solid Waste Collection Services.

HISTORY: The City of Fairburn has been a customer since February 2006 for commercial solid waste collection and recycling service.

FACTS AND ISSUES: This renewal agreement is an extension for 3 years. Throughout the term of previous renewals, there were no major issues and customers have been satisfied with their services. The Agreement extension date is March 15,2021 - March 15, 2024.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the renewal agreement between Advanced Disposal and City of Fairburn for Commercial Solid Waste Collection Services and authorize the Mayor to sign the agreement.


Elizabeth Carr-Hurst, Mayor



February 1, 2021

Honorable Mayor Elizabeth Hurst
City of Fairburn
56 Malone Street
Fairburn, GA 32013

Dear Mayor Hurst:

Advanced Disposal Services sincerely appreciates being the City's solid waste provider for the City's commercial customers. Your commercial solid waste contract expires on March 15, 2021. The contract states that we can renew the contract another three years upon mutual consent.

I believe it would be in the best interests of the City if we extended the contract for another three years because we are in the middle of a pandemic and we provide great service to your commercial customers.

Since the start of the pandemic, I have seen Cities go out for RFPs and it has resulted in paying much higher prices for the same level of service. The increase in cost is attributed to higher than normal equipment costs, labor costs, and disposal costs. Please let me know if you have any questions.

Sincerely,

Steve Edwards
Municipal Marketing Manager
sedwards@advanceddisposal.com
(770) 560-4025

Fifth Addendum to Contract for
Commercial Solid Waste Collection Service
for the City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services Atlanta, LLC (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the City and Contractor may renew the contract with unlimited multiple three year options as set forth in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor agreed to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012; and

WHEREAS, the City and the Contractor agreed to extend Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

WHEREAS, the City and Contractor agreed to extend the Contract for an additional three-year period beginning on March 15, 2015 to March 15, 2018.

WHEREAS, the City and Contractor agreed to extend the Contract for an additional three-year period beginning on March 15, 2018 to March 15, 2021.

WHEREAS, the City and Contractor now agree to extend the Contract for an additional three year period beginning on March 15, 2021 to March 15, 2024.

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

1. Except as provided herein and the previous Four subsequent Addendums, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this _____ day of _____, 2021.

City of Fairburn, Georgia

Advanced Disposal Services

Mayor

Attest

Attest

CONTRACT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE

THIS CONTRACT FOR COMMERCIAL SOLID WASTE COLLECTION SERVICE (this "Agreement") made and entered into on the 13th day of February, 2006, by and between the City of Fairburn, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as "City," and Advanced Disposal Services or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City's police power, and

WHEREAS, the granting of an exclusive contract to a private corporation for the collection and disposal of commercial solid waste is a valid function of the City; and

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period of time for the collection and removal of all solid waste from commercial premises generated within the City, and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, it is the intent of the City that the owner or occupant of every Commercial Premises in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor, and

WHEREAS, City agrees to bill and collect the fees from the commercial customers for Contractor's commercial services to the City and the City agrees to pay Contractor for such services.

THEREFORE, City and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Agreement**: This contract, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

- 1.2 Cart: A rollout receptacle for Commercial Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors.
- 1.3 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of structures.
- 1.4 City: City of Fairburn, Georgia.
- 1.5 Commercial Premises: All Premises requiring solid waste collection within the City limits not defined herein as Residential Premises, including commercial, industrial, institutional, multi-family and governmental premises.
- 1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a 95 gallon cart for the placement of their solid waste for collection by the Contractor.
- 1.7 Commercial Solid Waste: All Garbage, Rubbish and other acceptable solid waste generated by a Commercial Premises excluding all C & D Materials and Hazardous Waste.
- 1.8 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.
- 1.9 Curbside: The location adjacent to the traveled portion of a roadway designated by the Contractor for the placement of Carts and other solid waste for collection..
- 1.10 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.11 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 1.12 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

- 1.13 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

Section 2.0 – Scope of Work

The work under this Agreement shall consist of the work and services to be performed in the collection and disposal of Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

Section 3.0 – Collection

3.1 Service Provided:

- A. 95-Gallon Commercial Cart Service - Contractor shall collect Garbage from each Commercial Premises one (1) time per week at Curbside. The owner or occupant of the Commercial Premises shall place only Garbage in a 95-Gallon Cart owned by Contractor and owner or occupant shall place the Cart at Curbside by 7:00 AM on the designated collection day. Contractor shall not be responsible for collection of Garbage and Rubbish not placed in a Cart or any Cart not in the proper location at Curbside.
- B. Owners or occupants of Commercial Premises may request additional Carts at a price to be agreed upon by the customer and Contractor and paid by the customer to the City. City and Contractor must coordinate said charges accordingly.
- C. Contractor shall collect Garbage for all Commercial Premises with Contractor-owned front end load dumpsters or roll off containers, or compactors, on a frequency to match Commercial Customer's needs.

3.2 Carts/Dumpsters/Roll Off Containers/Compactors

Contractor shall furnish collection equipment for every occupied commercial location in the incorporated area of the City. Upon placement, equipment shall be the property of Contractor. It shall be the responsibility of the owner or occupant of the Commercial Premises to properly use and safeguard the Contractor's equipment. Contractor shall maintain equipment in reasonably good condition and City is not liable for damages to equipment. Contractor shall have the right to charge customers for the cost of repair or replacement of equipment, if such repair or replacement is required as a result of abuse or damage, fire, or theft. The amount charged shall not exceed Contractor's cost for the equipment. Owners or occupants of Commercial Premises may request one or more additional containers from Contractor for any additional volume of collection service. Customers shall pay City for each additional container and service at the applicable rate of compensation.

3.3 Location of Containers for Collection

The roll-out 95-gallon carts shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any commercial refuse not in a bag. The front end load and roll off containers must be placed in an accessible location on hard surfaces. Commercial customers shall be responsible for maintaining such surfaces. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor of all service requests for extra pick ups. Overloading is the responsibility of the customer. Any damage to equipment, containers, or trucks owned by the Contractor due to improper loading, overloading, or loading with improper material, will be the responsibility of the customer. Offloading will be the responsibility of the customer. Damage to trees, shrubs, underground water lines, sewer lines, gas lines, driveways, pavement, etc., at the construction site will be the responsibility of the customer, unless such damage is caused by the negligent act of the Contractor.

Section 4.0 – Routes of Collection

4.1 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

4.2 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day	MLK Day
Independence Day	Labor Day
Memorial Day	Thanksgiving Day
Christmas Day	

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service within the Holiday Week. The Contractor will not perform any collection on Sundays without prior approval from the City.

4.3 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the solid waste not collected within 24 hours after the complaint is received. The City and Contractor shall discuss in good faith any corrective actions which may be desirable to address such problems, and all such reviews shall be recorded and copied to both parties.

4.4 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible stickers on each side as well as a telephone number of the Contractor. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

4.5 Office

The Contractor shall maintain an office or such other facilities through which the contractor can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily on regular collection days.

4.6 Access

The Contractor shall be required to provide collection services to all Commercial Premises located on roadways accessible to standard waste collection vehicles. All roads and bridges shall be maintained in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require owners or occupants of Commercial Premises to place Carts at curbside for collection. The City shall require owners or occupants of Commercial Premises not accessible to standard waste collection vehicles to place Carts at an accessible location on a roadway agreed upon by the customer and the Contractor. If the City or Contractor determines that, for whatever reason, the owner or occupant of a Commercial Premise cannot place the Cart at curbside adjacent to a roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the customer.

Section 5.0 – Compensation

5.1 Rates of Compensation for three (3) Year Rate Periods

Contractor shall be paid by the City for commercial solid waste collection and disposal services provided hereunder by the appropriate rates of

compensation set forth in Exhibit A, attached hereto and made a part hereof, during the initial three (3) year term of this Agreement.

- 5.2 Renewal Rates of Compensation for Subsequent Three (3) Year Rate Periods Upon the mutual agreement of the City and Contractor, the parties may renew this Agreement for additional terms. Prior to the end of the initial three (3) year term of this Agreement, and at each three (3) year interval thereafter, the City and the Contractor may enter into negotiations to establish and agree upon rates of compensation to be paid to Contractor during the next ensuing three (3) year term. In the event that the City and Contractor are unable to agree on rates to be paid to Contractor during the next three (3) year term by not later than 90 days prior to the end of the then current three (3) year term, the City may terminate the Agreement.

- 5.3 Rate Adjustments Due to Significant Changes
The rates set forth in Exhibit "A" shall be fixed for the first year term of this Agreement. After the first year, Contractor shall only be able to adjust the rates to compensate Contractor for:

- A. Consumer Price Index Adjustment. Once each year, the Contractor may petition to adjust its rate upward or downward to reflect changes in the Consumer Price Index (CPI) that have occurred during the preceding twelve months. However, the CPI increase may not exceed four percent (4%) in any one year. The CPI adjustments shall be based on the consumer price index for the month of April published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the wage earners and clerical workers category for the entire U.S
- B. Any change in governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due to such Changes in Law.
- C. Extraordinary fuel rate increases

Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs as a result of paragraphs A., B., or C. above and shall petition the City for approval of the rate adjustment, which approval shall not be unreasonably withheld. The petitioned rate adjustment shall be negotiated in good faith by City and Contractor.

- 5.4 Delinquent and Closed Accounts
The Contractor shall discontinue solid waste collection service at any Commercial Premises as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume solid

waste collection on the next scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

5.5 Contractor Billings to City

The Contractor shall bill the City for service rendered within ten (10) days following the end of the month and the City shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of Commercial Premises in the incorporated areas of the City and the price rates and schedules set forth in Exhibit A hereto, along with the appropriate support documentation. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects from the Commercial customer for such service.

Section 6.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 7.0 - Indemnity

The Contractor will indemnify, hold harmless, and defend the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees incidental to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor its officers, agents, servants and employees; provided, however, that the City will indemnify, hold harmless and defend the Contractor, its parent corporation and their respective officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and reasonable attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees, but only to the extent permitted by law.

Section 8.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedules as may be deemed necessary. In addition, the City and

Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 9.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all fees and taxes required by the City and State.

Section 10.0 - Term

The term of this Agreement shall begin on the 15th day of March, 2006 and continue for three years with multiple three-year renewable periods as provided under Section 5.2.

Section 11.0 - Reports

Contractor shall provide various reports to the City as may be required from time to time.

Section 12.0 – Insurance

The Contractor shall at all times during the term of the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

COVERAGES

Workers' Compensation
Employer's Liability
Bodily Injury Liability
Except Automobile
Property Damage Liability
Except Automobile
Automobile Bodily Injury
Liability
Automobile Property Damage Liability
Excess Umbrella Liability

LIMITS OF LIABILITY

Statutory
\$1,000,000
\$1,000,000 each occurrence
\$1,000,000 aggregate
\$1,000,000 each occurrence
\$1,000,000 each occurrence
\$1,000,000 each person
\$1,000,000 each occurrence
\$1,000,000 each occurrence
\$10,000,000 each occurrence

Section 13.0 – Bond

13.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual estimated revenue of the Agreement. *built*

six (6) months
The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company acceptable to the City and approved to do business in the State of Georgia. The bond shall be maintained in full force and effect throughout the term of this Agreement. The bond shall stipulate that if the Agreement is terminated by the City due to a breach or default by the Contractor, the amount will be paid directly to the City on demand.

13.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 14.0 – Compliance with Law

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the City, State and Federal Governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

Section 15.0 Assignment

Contractor's rights accruing under this Agreement may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 16.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide commercial solid waste collection and disposal service in the incorporated area of the City of Fairburn. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide commercial collection and disposal service to all Commercial Premises in the incorporated area of the City of Fairburn for the initial and subsequent terms of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of commercial solid waste collection and disposal services during the term hereof or any renewal terms.

Section 17.0 - Ownership

Title to the commercial solid waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 18.0 - Termination and Attorney Fees

18.1 In the event of an alleged material breach of this Agreement, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Agreement.

18.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all costs expended by the other party, including reasonable attorney fees.

Section 19.0 - Miscellaneous Provisions

19.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

19.2 Entire Agreement

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by City modifying the rates to be charged hereunder.

19.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

19.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

19.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

In the event of default or change in ownership with the Commercial Agreement, the City may negotiate with Contractor for a continuance of service.

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

City of Fairburn, Georgia

Betty W. Hannah
Mayor

BETTY W. HANNAH
Print Name

Sherri Mitchell
Attest:

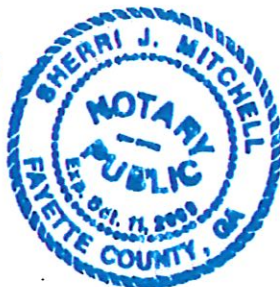
Advanced Disposal

[Signature]
Title: General Manager

Kyle E. Eberlin
Print Name

[Signature]
Attest:

NOTARY PUBLIC - CITY OF GA
My commission expires 12/3/2010



Contract Rates Attachment

ADS Invoice Amount to City for Front End Load Service

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
2 Yard	\$50	\$100	\$150	\$200	\$250	\$300
4 Yard	\$53	\$120	\$180	\$240	\$300	\$360
6 Yard	\$78	\$156	\$234	\$309	\$387	\$464
8 Yard	\$103	\$206	\$309	\$412	\$516	\$619

Extra pick ups are \$50 each

Lock bars are a one time charge of \$30

The City will receive a franchise fee of 5% for the Commercial Front End Load Services on a monthly basis.

Cardboard and Paper (anything that tears commercial recycling)

Size	1 x week	2 x week	3 x week	4 x week	5 x week	6 x week
8 Yard	\$50	\$100	\$150	\$200	\$250	\$300

Open Top Service

Service	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20 Yard	\$3 per day	\$160	\$35 per ton	\$30
30 Yard	\$3 per day	\$160	\$35 per ton	\$30
40 Yard	\$3 per day	\$160	\$35 per ton	\$30

Compactor Service

Service	Monthly Rent	Haul Charge	Disposal Charge
30 Yard	\$300	\$125	\$35 per ton
35 Yard	\$325	\$125	\$35 per ton
40 Yard	\$350	\$125	\$35 per ton

For roll off services, Advanced Disposal will provide the City with a 5% commercial franchise fee except for disposal charges.

For commercial carts, the rate is \$14.75 per month for once a week service. Additional carts are \$8.00 each more per month.

BB
BWH

Addendum to Contract
for
Commercial Solid Waste Collection Service
for the
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor would now like to negotiate the extension of the Contract for an additional three-year period beginning on March 15, 2009 and extending to March 15, 2012.

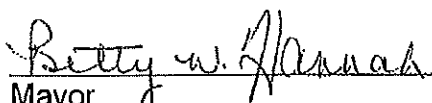
NOW THEREFORE, the City and the Contractor agree as follows:

1. From July 1, 2008 until October 1, 2008, the Contractor shall assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service in the City at the same monthly rates the City currently charges its customers;
2. On October 1, 2008, the Contractor shall be entitled to a fuel rate adjustment not to exceed two (2) percent due to the recent extraordinary cost of fuel; as provided in Section 5.3 of the Contract;
3. From July 1, 2008 onward, the Contractor shall pay the City a monthly franchise fee in the amount of five (5) percent of the total revenue collected during the preceding month;
4. From July 1, 2008 onward, the Contractor shall provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
5. From July 1, 2008 onward, the Contractor shall provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City.
6. To the extent that it is legal and proper, the City shall assist the Contractor in collection efforts for any account that is more than 60 days past due; and
7. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 12th day of May, 2008.

City of Fairburn, Georgia

Advanced Disposal Service


Mayor

Title

Attest

Attest

Second Addendum to Contract
for
Commercial Solid Waste Collection Service
for the
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012.

WHEREAS, the City and the Contractor would like to negotiate and extend the Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

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

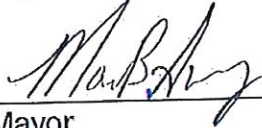
1. The Contractor will continue to assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service at the same monthly rates the Contractor currently charges the customers (see Exhibit A);
2. From March 15, 2012 onward, the Contractor shall pay the City a monthly franchise fee in the amount of ten (10) percent of the total revenue collected during the preceding month;
3. The Contractor will continue to provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
4. The Contractor will continue to provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City;
5. From March 15, 2012 onward, the Contractor will promptly re-paint or replace containers that have been defaced by graffiti;
6. From March 15, 2012 onward, the Contractor will provide containers and event boxes to City for all City Sponsored Special Events at no charge;
7. From March 15, 2012, the Contractor will provide Waste Audits at no charge to commercial customers to reduce solid waste costs and increase recycling;
8. From March 15, 2012 onward, Contractor will include City billing Newsletter Inserts in Contractors' invoices to commercial customers;

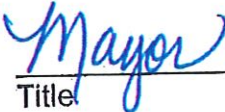
9. The City will continue to assist the Contractor, to the extent that it is legal and proper, in collection efforts for any account that is more than 60 days past due; and
10. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 28 day of February, 2012.

City of Fairburn, Georgia

Advanced Disposal Service


Mayor


Title


Attest


Attest

Exhibit A
Commercial Rates
Current Rates as of December 22, 2011

Commercial Solid Waste Front End Load Rates

Size	1 x week	2 x week	3 x week	4 x week	5 x week
2 Yard	\$28.62	\$57.24	\$85.86	\$114.48	\$143.10
4 Yard	\$57.22	\$114.44	\$178.43	\$255.94	\$286.10
6 Yard	\$85.31	\$170.63	\$255.94	\$341.24	\$426.55
8 Yard	\$113.40	\$226.81	\$340.21	\$453.61	\$567.02

Commercial Recycling Front End Load Rates

Size	1 x week	2 x week	3 x week	4 x week	5 x week
8 Yard	\$50.00	\$100.00	\$150.00	\$200.00	\$250.00

Commercial Cart Service is \$17.69 per month

Third Addendum to Contract
for
Commercial Solid Waste Collection Service
for the
City of Fairburn, Georgia

WHEREAS, on February 13, 2006, the City of Fairburn, Georgia (hereinafter "the City") and Advanced Disposal Services (hereinafter "the Contractor") entered into a Contract (hereinafter "the Contract") for Commercial Solid Waste Collection and Recycling Services in the City; and

WHEREAS, the Contract extends to March 15, 2009 with multiple three-year renewal periods, as provided in Section 5.2 of the Contract; and

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2009 to March 15, 2012.

WHEREAS, the City and the Contractor negotiated to extend Contract for an additional three-year period beginning on March 15, 2012 to March 15, 2015.

WHEREAS, the City and the Contractor would like to negotiate and extend the Contract for an additional three-year period beginning on March 15, 2015 to March 15, 2018.

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

1. The Contractor will continue to assume the responsibility for invoicing, billing collection, and customer service for commercial solid waste collection and recycling service at the same monthly rates the Contractor currently charges the customers (see Exhibit A);
2. From March 15, 2015 onward, the Contractor shall pay the City a monthly franchise fee in the amount of ten (10) percent of the total revenue collected during the preceding month;
3. The Contractor will continue to provide the City with solid waste collection and recycling service at all City facilities at no charge to the City;
4. The Contractor will continue to provide solid waste collection and disposal service for City sponsored clean-up events on a quarterly basis at no charge to the City;
5. From March 15, 2015 onward, the Contractor will promptly re-paint or replace containers that have been defaced by graffiti;
6. From March 15, 2015 onward, the Contractor will provide containers and event boxes to City for all City Sponsored Special Events at no charge;
7. From March 15, 2015, the Contractor will provide Waste Audits at no charge to commercial customers to reduce solid waste costs and increase recycling;
8. From March 15, 2015 onward, Contractor will include City billing Newsletter Inserts in Contractors' invoices to commercial customers;

9. The City will continue to assist the Contractor, to the extent that it is legal and proper, in collection efforts for any account that is more than 60 days past due; and
10. The City and the Contractor agree that the City, within thirty (30) days prior to each twelve (12) month anniversary date during this three (3) year renewal period, may, without cause, terminate the renewal period and the Contract upon given the Contractor thirty (30) days advance written notice of the termination date.
11. Except as provided herein, the original Contract for Commercial Solid Waste Collection Service, dated February 13, 2006, remains in full force and effect.

SIGNED, SEALED AND DELIVERED, this 12 day of February, 2015.

City of Fairburn, Georgia

Advanced Disposal Service

M. B. Ay
Mayor

W. W. W. W.
Title CHIEF ADMINISTRATIVE OFFICER

Dhrenda B. James
Attest

Jaime Somarini
Attest

**Exhibit A Commercial Rates
as of March 1, 2015**

Commercial Solid Waste Front Load Rates

SIZE	1X Week	2X Week	3X Week	4X Week	5X Week
2 yard	\$29.39	\$58.79	\$88.18	\$117.57	\$149.96
4 yard	\$58.76	\$117.53	\$183.25	\$262.85	\$293.82
6 yard	\$87.61	\$175.24	\$262.85	\$350.45	\$438.07
8 yard	\$116.46	\$232.93	\$349.40	\$465.86	\$582.33

Commercial Recycling Front End Load Rates

8 yard	\$51.35	\$102.70	\$154.05	\$205.40	\$256.75
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Commercial Open Top Roll Off Rates

SIZE	Monthly Rent	Haul Charge	Disposal Charge	Delivery Charge
20 yard	\$3/Day	\$160.00	\$43.00	\$30.00
30 yard	\$3/Day	\$160.00	\$43.00	\$30.00
40 yard	\$3/Day	\$160.00	\$43.00	\$30.00

Commercial Compactor Roll Off Rates

SIZE	Monthly Rent	Haul Charge	Disposal Charge
20 yard	\$300.00	\$125.00	\$43.00
30 yard	\$300.00	\$125.00	\$43.00
40 yard	\$300.00	\$125.00	\$43.00

Commercial Hand

Cart Service is \$18.17 per month