



## Council Meeting- Zoom

February 22, 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: Mayor Pro-Tem Alex Heath
- IV. Adoption of City Council Minutes: Councilmembers
  - February 8, 2021 Council Meeting Minutes (Zoom)
  - February 8, 2021 Executive Session Minutes (Zoom)
- V. Presentation:
  1. Ms. Michelle Alexander, Director of Strategic Planning at The Collaborative Firm:  
LCI Downtown Master Plan Update
- VI. Adoption of the City Council Agenda: Councilmembers
- VII. 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.

VIII. Agenda Items:

**1. Human Resources**

**Ms. Karin Larkin**

Group Health Insurance with United Healthcare. For Mayor and Council to Approve the as-is renewal of the current United Healthcare Medical and Prescription Drug plan with no change to the employee contribution.

**2. Human Resources**

**Ms. Karin Larkin**

Group Dental and Vision Insurance and FSA Contracts. For Mayor and Council to Approve renewing the Dental and Vision coverage with United Healthcare as-is for the City's sole 2021-2022 plan year Dental/Vision insurance offering, and to continue with Admin America as the FSA Administrator at the IRS allowed maximum.

**3. Human Resources**

**Ms. Karen Larkin**

Health Insurance Deductible Reimbursement for the 2021-2022 Plan Year. For Mayor and Council to Approve a 100% "reimbursement" of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**4. Human Resources**

**Ms. Karen Larkin**

For Mayor and Council to Approve a revised Opt-Out Stipend plan document, clarifying the types of outside coverage that would qualify an individual for this benefit.

**5. Property Management**

**Mr. Harvey Stokes**

For Mayor and Council to Approve the Amended Lease Agreement between the City of Fairburn and Ursula and Rick Jr. Hilley (Owners of Casablanca Restaurant)

**6. Utilities Department**

**Mr. John Martin**

For Mayor and Council to Approve Task Order #143 with Integrated Science and Engineering for System Identification, Project Bidding Assistance, and Construction Oversight for the Storm Drain Lining Project for an amount not to exceed \$22,800.

**7. Planning and Zoning**

**Ms. Tarika Peeks**

For Mayor and Council to Approve the Final Plat 2020124- Strack Development.

**8. Engineering**

**Mr. Lester Thompson**

For Mayor and Council to Approve the Supplemental Agreement #3 to the PFA with GDOT for the I-85 @ SR74/Senoia Road Interchange Project.

**9. Engineering**

**Mr. Lester Thompson**

For Mayor and Council to Approve an Amendment Agreement with TranSystems Corporation for the I-85 @ SR 74/Senoia Road Interchange Project.

**10. Parks and Recreation**

**Mr. John Culbreth**

For Mayor and Council to Discuss and Approve the Partial Opening of Duncan Park for Walking Only.



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  
February 8, 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 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

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

City Attorney Randy Turner was also present.

- III. The invocation was led by Pastor Charles Ramsey of St. John AME Church.
- IV. Adoption of City Council Minutes:  
Motion to Approve January 25, 2021, Council Meeting Minutes (Zoom) was made by Councilman Smallwood and the second was provided by Mayor Pro-Tem Heath.  
Vote: 6-0: Motion Carried.
- V. Adoption of the Council Agenda:  
Mayor Carr-Hurst proposed that an Item #5 be added to the agenda to Discuss and Approve TSPLOST Option that the City of Fairburn will present to Fulton County.  
  
Motion to Add Item #5 was made by Mayor Pro-Tem Heath and the second was provided by Councilman Whitmore.  
Vote: 6-0: Motion Carried.  
  
Motion to Approve the Council Agenda was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Heath.  
Vote: 6-0: Motion Carried.
- VI. Public Comment:  
1. Mr. Aza Sabot, 108 Alps Court stated that he had no comment and mistakenly submitted the Public Comment Form.

VII. Agenda Items

**1. Office of the Mayor**

**Mayor Elizabeth Carr-Hurst**

- Board Appointments (2) for Planning and Zoning Commission  
Appointment of Mr. Jason Jones and Mr. Leonte Benton to Planning and Zoning Commission for a four (4) year term that expires on February 10, 2025



- Board Re-Appointments (2) for Art Advisory Council  
Re-Appointment of Ms. Angela Jones and Ms. Jacqueline Dorsey to the Art Advisory Council for a term that expires February 10, 2025

Ms. Tarika Peeks, Planning and Zoning Director stated that these Appointments will be great additions to the Boards and all Appointees are very excited about the positions.

Motion to Approve Appointments was made by Councilwoman Portis-Jones and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

## **2. Parks and Recreation**

**Mr. John Culbreth**

For Mayor and Council to Discuss and 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. Mr. Culbreth explained that the lot will be used for parking cars and light trucks. The Usage Agreement is for a one-year term expiring on March 31, 2022. Motion to Approve the Usage Agreement with G. Pat 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 was made by Councilman Smallwood and the second was provided by Mayor Pro-Tem Heath.

Vote: 6-0: Motion Carried.

## **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) Locations in the amount of \$15,540. Mr. Martin explained that the relocation of the charging stations will allow the public to charge their electric vehicle in Downtown Fairburn. There are plans to install rapid charging station at the Fairburn Park & Ride Facility on Hwy 74 in their place. This will allow visitors to the area to charge their electric vehicles in a relatively short time (up to 80% in 30-40 minutes), while they patronize the business in the area. Councilwoman Davis asked how many parking spots are at Casablanca. Mr. Martin stated that there are thirty-four (34) parking spaces at Casablanca. Councilwoman Portis-Jones stated that relocating the charging stations will occupy four (4) parking spaces and asked why both charging stations are being moved to Casablanca. Councilwoman Portis-Jones questioned why one charging station can't be moved across the street to the other Train Depot (Armando's). Mr. Martin stated that Casablanca is setup to support the charging stations with the underground electricity. Mayor Pro-Tem Heath asked is there an expense to customers for utilizing the charging stations. Mr. Martin stated that there is a cost for using the charging stations. Councilman Whitmore stated that the reason the two stations are in one location is because if someone is utilizing one side of the charger and someone else using the other side, both vehicles will be charged at a slower rate. Motion to Table 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) Locations in the amount of \$15,540 until the Mid-Year Budget Adjustments was made by Councilwoman Portis-Jones and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

#### **4. Utilities Department**

**Mr. John Martin**

For Mayor and Council to Approve the Commercial Sanitation Contract Extension with Advance Disposal. Mr. Martin explained that Advance Disposal has provided good service to the City of Fairburn with no major issues. Mayor Pro-Tem Heath asked if there would be a rate increase. Mr. Darnell Milton, General Manager for Advanced Disposal stated that there would be no increase in rates. Motion to Approve the Commercial Sanitation Contract Extension with Advanced Disposal was made by Councilman Pallend and the second was provided by Mayor Pro-Tem Heath.

Vote: 6-0: Motion Carried.

#### **\*5. Office of the Mayor**

**Mayor Elizabeth Carr-Hurst**

For Mayor and Council to Discuss and Approve TSPLOST Option that the City of Fairburn will present to Fulton County. Mayor Carr-Hurst explained that there were more cities that voted for Option 3a (0.75% TSPLOST with no Transit) that included: East Point, College Park, Chattahoochee Hills, and Palmetto. The cities that voted for Option 3c (1% TSPLOST with Transit) are Union City and South Fulton. Councilwoman Portis-Jones asked what the requirement is to be accepted by Fulton County. Mayor Carr-Hurst stated that it must be 60% majority. Councilwoman Portis-Jones questioned Marta's position. Mayor Carr-Hurst stated that Marta is on the sidelines until the majority decision is decided. Motion to Select TSPLOST Option 3c as the decision for the City of Fairburn 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. Executive Session: At 8:12pm a Motion to enter Executive Session for Personnel and Litigation was made by Mayor Pro-Tem Heath and the second was provided by Councilman Whitmore.

Vote: 6-0: Motion Carried.

At 8:45pm a Motion to Reconvene the Open Regular Meeting was made by Councilwoman Davis and the second was provided by Mayor Pro-Tem Heath.

#### **IX. Council Comments:**

Mayor Pro-Tem Heath stated that he is honored to be in the position to serve the citizens and that he received wonderful news that his daughter is 8 weeks pregnant with his second grandchild.

Councilwoman Portis-Jones congratulated Mayor Pro-Tem Heath on the news of his second grandchild. Councilwoman Portis-Jones also congratulated City Clerk Arika Birdsong-Miller for receiving the Municipal Clerk Certification and hope that her salary previous discussed during the Budget Hearing will be adjusted.

Councilwoman Davis congratulated City Clerk Arika Birdsong-Miller on her achievement.

Councilman Pallend had no comment.



Councilman Whitmore congratulated Mayor Pro-Tem Heath and Mrs. Birdsong-Miller. Councilman Whitmore stated that he attended the Homegoing Ceremony for Mrs. North that sat on the Housing Authority for the City of Fairburn. Former Mayor Mario Avery and Mayor Pro-Tem Heath were in attendance and Mayor Pro-Tem Heath read the Proclamation.

Councilman Smallwood had no comment.

Mayor Carr-Hurst stated that the residential utility bills will be delayed this month because the billing system migration took longer than expected to be completed. The due date for utility bills will be adjusted to the February 23, 2021. Mayor Carr-Hurst also announced that the Gateway will have lights and signs installed on both the Union City side as well as the City of Fairburn side.

- X. Adjournment: At 8:54 pm, with no further business of the City of Fairburn, the Motion to Adjourn was made by Mayor Pro-Tem Heath and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

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Arika Birdsong-Miller, City Clerk

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Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: GROUP HEALTH INSURANCE CONTRACT WITH UNITED HEALTHCARE.**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The United Healthcare (UHC) proposed Medical renewal would generate an annual citywide premium increase of \$150,381 for the current plan, based on current enrollment. **BUDGET CODE 100-0000-11-3810**

**PUBLIC HEARING?** ( ) Yes (X) No

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**PURPOSE:** For Mayor and Council to approve the as-is renewal of the current United Healthcare Medical and Prescription Drug plan, with no change to the employee contributions.

**HISTORY:** The City moved the group healthcare benefit from Coventry to the current plan with United Healthcare in April 2015. The healthcare premiums are a combination of the total claims, cost of administration, premium taxes, Affordable Care Act (ACA) fees, and demographic data. Generally, these fixed costs run about 25% of premium. In addition, United Healthcare adds approximately 9% due to medical trend. The City's loss experience between the months of October 1, 2019 through September 30, 2020 shows a 94% loss ratio. When added to the fixed costs of 25% and trend of 9%, the combined loss ratio is 128%. Overall, since the City moved to United Healthcare in 2015, the City has paid approximately \$8.03 million in premiums and United Healthcare has paid approximately \$8.12 million in claims.

The original United Healthcare underwriting formula called for a 16.8% premium increase. BKS-Partners negotiated this down to 8.2% after in-depth negotiations with United Healthcare's underwriters. **This offer also includes continuation of United Healthcare's Simply Engaged wellness program, and the \$5,000 annual wellness fund.**

**FACTS AND ISSUES:** In light of the negotiated increase coupled with the City's ongoing high utilization and large claimants, we recommend renewing as-is with United Healthcare for the 2021-2022 plan year. Review of the market provided mixed results, and the largest concern is the amount of disruption and stress that a carrier change would place on the City's employees while still in the midst of COVID-19. In addition, all carriers were asked to provide a 2022 renewal rate



cap, which would protect the City from receiving a high renewal increase next year. All of the carriers denied this request, and instead offered Medical Loss Ratio (MLR) rate guarantees. Under these guarantees the City would likely be faced with renewal increases of greater than 20% next year if claims continue to run as they have over the past several years. United Healthcare has been very fair in working with the City each year to help reduce the renewal increases as much as possible, while keeping the City in a favorable position for following renewals.

**RECOMMENDED ACTION:** For City Council to authorize the Mayor to execute a contract and all other required documents with United Healthcare for a 12-month period effective April 1, 2021 for their United Healthcare employee health insurance offering.

  
Elizabeth Carr-Hurst, Mayor



# 2021 Benefits Renewal

MEDICAL, DENTAL, VISION & FLEXIBLE SPENDING ACCOUNTS (FSA)

EFFECTIVE APRIL 1, 2021

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PRESENTED BY:



BALDWIN KRYSTYN SHERMAN PARTNERS | INSIGHT BEYOND INSURANCE





# Renewal Claims Details – Premium vs. Claims

As shown on the following chart, the City of Fairburn has had a loss ratio of 96% from October 2019 through October 2020. The period of claims used by UHC's underwriters for the renewal calculations was October 2019 through September 2020. The loss ratio for this period was only slightly lower, at 94%. This is considered a high loss ratio, as UHC has paid out nearly \$1 in claims for every \$1 in premiums paid during this timeframe.

Year/Month	Members	Subscribers	Premium	Medical Payments	Capitation	Rx Payments	Total Payments	Claims to Premium Ratio
2019-10	280	126	\$133,446	\$124,717	\$4,347	\$29,568	\$158,631	118.9%
2019-11	284	129	\$137,653	\$66,442	\$4,473	\$30,621	\$101,536	73.8%
2019-12	291	133	\$140,800	\$92,862	\$4,583	\$21,634	\$119,079	84.6%
2020-01	287	132	\$138,235	\$92,022	\$4,536	\$23,878	\$120,437	87.1%
2020-02	286	132	\$137,610	\$62,227	\$4,505	\$28,032	\$94,763	68.9%
2020-03	289	136	\$140,133	\$52,923	\$4,552	\$25,313	\$82,788	59.1%
2020-04	294	136	\$152,216	\$63,553	\$4,599	\$26,929	\$95,081	62.5%
2020-05	296	138	\$139,281	\$58,679	\$4,694	\$11,927	\$75,299	54.1%
2020-06	298	139	\$155,613	\$73,947	\$4,741	\$44,101	\$122,789	78.9%
2020-07	291	135	\$151,601	\$321,533	\$4,807	\$15,161	\$341,502	225.3%
2020-08	286	132	\$149,622	\$117,267	\$4,725	\$28,281	\$150,272	100.4%
2020-09	275	128	\$143,652	\$120,317	\$4,529	\$29,604	\$154,450	107.5%
2020-10	288	132	\$149,622	\$144,355	\$4,742	\$28,333	\$177,430	118.6%
	288	133	\$1,869,484	\$1,390,844	\$59,833	\$343,382	\$1,794,057	96.0%

# Renewal Claims Details – Large Claims

The following chart outlines all large claims in excess of \$25,000 in paid claim expenses during the period of October 2019 through September 2020. The City has continued to experience a large number of high-cost claimants – this year totaling more than \$900,000 of paid claims. The majority of these claims, including the largest claims listed below, are either catastrophic or ongoing events and not claims that could be managed through plan design changes or wellness initiatives.

Claimant	Active or Termed Status	Calculated Open/Closed Status	Total
Claimant 1	ACTIVE	OPEN	\$ 289,538.44
Claimant 2	ACTIVE	OPEN	\$ 172,831.26
Claimant 3	ACTIVE	OPEN	\$ 128,997.51
Claimant 4	ACTIVE	OPEN	\$ 89,419.02
Claimant 5	ACTIVE	OPEN	\$ 45,253.53
Claimant 6	ACTIVE	OPEN	\$ 39,987.71
Claimant 7	TERMED	CLOSED	\$ 37,401.00
Claimant 8	ACTIVE	OPEN	\$ 33,904.40
Claimant 9	ACTIVE	OPEN	\$ 30,949.95
Claimant 10	ACTIVE	CLOSED	\$ 30,457.29
Claimant 11	ACTIVE	OPEN	\$ 25,125.32



# United Healthcare Renewal - Medical

The initial renewal underwriting formula came in at 16.82% above current. After negotiations, which include a discount for renewing Dental and Vision with UHC as well, the final increase for an as-is renewal is 8.16% above current. As shown below, if the City absorbed this increase rather than passing higher deductions onto employees, it would result in an increase to the City of approximately \$150,000.

		UHC - Current			UHC - Renewal		
		Medical			Medical		
		Total	City	Employee	Total	City	Employee
Employee Only	63	\$682.41	\$612.41	\$70.00	\$738.08	\$668.08	\$70.00
Employee & Spouse	15	\$1,357.54	\$957.54	\$400.00	\$1,468.29	\$1,068.29	\$400.00
Employee & Child(ren)	29	\$1,289.87	\$989.87	\$300.00	\$1,395.10	\$1,095.10	\$300.00
Family	26	\$2,032.73	\$1,382.73	\$650.00	\$2,198.56	\$1,548.56	\$650.00
		<b>\$153,612.14</b>	<b>\$117,602.14</b>	<b>\$36,010.00</b>	<b>\$166,143.85</b>	<b>\$130,133.85</b>	<b>\$36,010.00</b>
		Annual Change from Current (based on current enrollment)			<b>\$150,380.52</b>	<b>\$150,380.52</b>	<b>\$0.00</b>
		Percentage Increase from Current			8.16%	10.66%	0.00%

# United Healthcare Renewal - Dental

The initial renewal underwriting formula came in at 7.5% above current. After negotiations, the final increase for an as-is renewal is 1.52% above current. As shown below, the result is a small increase that would be split between the City and employees.

		UHC - Current			UHC - Renewal		
		Dental			Dental		
		Total	City	Employee	Total	City	Employee
Employee Only	64	\$41.25	\$10.31	\$30.94	\$41.88	\$10.47	\$31.41
Employee & Spouse	15	\$84.61	\$10.31	\$74.30	\$85.90	\$10.47	\$75.43
Employee & Child(ren)	29	\$74.27	\$10.31	\$63.96	\$75.40	\$10.47	\$64.93
Family	26	\$127.28	\$10.31	\$116.97	\$129.22	\$10.47	\$118.75
		<b>\$9,372.26</b>	<b>\$1,381.54</b>	<b>\$7,990.72</b>	<b>\$9,515.14</b>	<b>\$1,402.98</b>	<b>\$8,112.16</b>
		<b>Annual Change from Current (based on current enrollment)</b>			<b>\$1,714.56</b>	<b>\$257.28</b>	<b>\$1,457.28</b>
		<i>Percentage Increase from Current</i>			<i>1.52%</i>	<i>1.55%</i>	<i>1.52%</i>

# United Healthcare Renewal - Vision

There is no proposed increase to the Vision rates for the upcoming year. As shown below, employees pay 100% of the cost for Vision insurance, so there would be no change in Vision deductions for the upcoming plan year.

		UHC - Current			UHC - Renewal		
		Vision			Vision		
		Total	City	Employee	Total	City	Employee
Employee Only	50	\$8.36	\$0.00	\$8.36	\$8.36	\$0.00	\$8.36
Employee & Spouse	13	\$14.66	\$0.00	\$14.66	\$14.66	\$0.00	\$14.66
Employee & Child(ren)	18	\$15.91	\$0.00	\$15.91	\$15.91	\$0.00	\$15.91
Family	20	\$24.28	\$0.00	\$24.28	\$24.28	\$0.00	\$24.28
		\$1,380.56	\$0.00	\$1,380.56	\$1,380.56	\$0.00	\$1,380.56
Annual Change from Current (based on current enrollment)					\$0.00	\$0.00	\$0.00
Percentage Increase from Current					0.00%	0.00%	0.00%

# Marketing Results

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**Aetna** – Due to high claim utilization and ongoing large claims, Aetna was not competitive and declined to release a quote.

**Anthem** – Anthem is the most competitive carrier, coming in just below current for a plan with similar benefits to current. The concern here is that UHC's renewal rates seem to be right in-line with what we received from the rest of the market (slightly higher than Cigna, but in-line with Humana and lower than Aetna). If Anthem is underpricing their rates to win the City's business, the City could be faced with an extremely difficult renewal in 2022.

**Cigna** – For a plan similar to current, Cigna is just over 4% above current. They do have an alternative plan option available that would reduce the premiums through a narrow, Piedmont-driven, provider network, however this would only provide an additional 1-2% savings.

**Humana** – Humana's rates are right in line with United Healthcare's final increase. They are, however, offering a 1-month premium credit as an incentive for the City. This would be a one-time incentive, and not something that would be provided again in the renewal plan year. The concern here is that this is only a temporary benefit. Humana is starting off at nearly the same rates as UHC, which shows they are actuarially sound before the premium incentive. We would expect that Humana's underwriting formulas for the 2022 renewal would likely look to recoup at least a portion of this initial year incentive.

**Kaiser** – As of end of business on February 15<sup>th</sup>, Kaiser had not provided their proposal. The deadline that was given to Kaiser was February 9<sup>th</sup>, to allow BKS Partners with enough time to review and present to the City.



# HRA and FSA

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There are no proposed changes to the Health Reimbursement Arrangement (HRA) or Flexible Spending Account (FSA) for the upcoming year.

- The HRA plan pays 100% of in-network deductible costs for members on the Medical benefits.
- The total HRA expenditure for 2020 was \$139,725. For 2021, we estimate \$140,700, assuming 28% utilization. Average utilization dating back to 2014 is 25.3%.
- The Medical FSA allows employees to set aside pre-tax dollars for qualifying Medical, Dental and Vision expenses throughout the year.
  - The IRS limit for Medical FSA remains unchanged for 2021 at \$2,750.
- The Dependent Care FSA allows employees to set aside pre-tax dollars for qualifying dependent day care expenses.
  - The IRS limit for Dependent Care FSA remains unchanged for 2021 at \$5,000.

# Opt-Out Stipend

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The City's Opt-Out Stipend provides a benefit, in lieu of Medical coverage, for individuals who have qualifying Medical coverage elsewhere. There has been some confusion as to what is considered "qualifying Medical coverage", so it is recommended that the City adopt the following language to the existing plan documents, effective April 1, 2021. Any employee who is receiving the Opt-Out Stipend currently but is covered by non-qualifying coverage would lose this benefit on April 1<sup>st</sup>.

**Qualified Medical Coverage that meets minimum essential coverage requirements includes:**

- Medical coverage through a spouse's employer
- Medical coverage through a former employer, such as a retiree health plan or COBRA
- TRICARE, as long as the plan meets Minimum Essential Coverage requirements, and you are paying a premium to be enrolled

**Qualified Medical Coverage does NOT include:**

- Coverage that does not meet Minimum Essential Coverage requirements, as defined by the Affordable Care Act (ACA)
- Medicare, including Medicare Advantage plans
- Individual Marketplace coverage
- Any government-provided healthcare for which you do not pay a premium, including Medicaid.

# Recommended Renewal Action

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It is the recommendation of BKS Partners that the City renew the current Medical, Dental, Vision, Health Reimbursement Arrangement and Flexible Spending Account as-is for the upcoming plan year, with no changes to employee Medical contributions. In addition, our recommendation is to adopt the amended language for clarity in the Opt-Out Stipend plan document. Our recommendations are based on the following:

- The City has experienced consistently high claim utilization since joining United Healthcare in 2015. We feel that United Healthcare's renewal offer is very fair based on claim experience.
- While the savings potential with moving to Anthem for the 2021-2022 plan year is high, at nearly \$160,000 compared to UHC's renewal, the concern is a potential for an extremely high renewal in 2022 because the initial rates were set too low. At a 96% loss ratio, Anthem's renewal agreement says they would not impose an increase of more than 27.5% next year. So, if they win the City's business and the loss ratio is 95-99%, Anthem could potentially seek up to over \$500,000 in increased premiums for the 2022-2023 plan year ( $\$1.974 \text{ million} \times 0.275 = \$543,000$  increase). The average as-is increase (before any decided plan changes) from UHC has been approximately 14.4%, with loss ratios averaging 100.2%.
- A change in carriers would result in disruption for the employees, in a time where they are all still dealing with the stress and difficulties that the pandemic has presented. Examples of disruption caused by changing carriers include:
  - Providers that are currently in-network with United Healthcare may not be in-network with a new carrier.
  - Prescription drugs that are currently covered with UHC may not be covered under a new carrier.
  - Also, any pre-approved medications and/or procedures would need to go through a new pre-approval process with a new carrier (and could potentially be denied).

# Questions?

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Thank you! Please let us know if there are any questions.





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: GROUP DENTAL AND VISION INSURANCE AND FSA CONTRACTS**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** No budget impact for Vision or FSA. Dental budget impact would be an increase of \$255, based on current enrollment (from \$16,578 to \$16,836). **BUDGET CODE 100-0000-11-3811**

**PUBLIC HEARING?** ( ) Yes (X) No

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**PURPOSE:** For Mayor and Council to approve renewing the Dental and Vision coverage with United Healthcare as-is for the City's sole 2021-2022 plan year Dental/Vision insurance offering, and to continue with Admin America as the FSA Administrator at the IRS allowed maximum.

**HISTORY:** The City moved the group Dental and Vision insurance coverage to United Healthcare in 2019 to consolidate our insurance carriers and receive reduced Medical renewal pricing due to package discounts. Prior to 2019, the City had been with Ameritas for Dental and Vision insurance since 2013. This is also when the City moved to Admin America as the Flexible Spending Account (FSA) Administrator. Historically, employees paid 100% of the vision insurance premium, 75% of the employee-only dental premium and 100% of the additional dental premium for dependent coverage. For 2021, the IRS limits for Medical FSA contributions have not increased and remain at \$2,750. Dependent Care FSA contribution maximums have also remained unchanged at \$5,000 per year.

**FACTS AND ISSUES:** The Vision coverage is entering the final year of a three-year rate guarantee. Due to high utilization, the initial Dental increase came in at 7.5%, which is slightly above trend. After negotiations, United Healthcare has agreed to reduce this to 1.5%. For 2021 the IRS limits for medical FSA (flexible spending account) contributions remained unchanged at \$2,750. Admin America also provides COBRA administration for the City. Staff recommends the City renew the Dental and Vision with United Healthcare as-is and continue with Admin America for the FSA and COBRA administration.

**RECOMMENDED ACTION:** For Mayor and City Council to authorize an as-is renewal for Dental and Vision through United Healthcare for the 2021-2022 plan year, as well as the as-is renewal for the Flexible Spending Accounts through Admin America.

A handwritten signature in blue ink, reading "Elizabeth Carr-Hurst", is written over a horizontal line.

*Elizabeth Carr-Hurst, Mayor*



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: HEALTH INSURANCE DEDUCTIBLE REIMBURSEMENT FOR THE  
2021-2022 PLAN YEAR**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** The proposed United Healthcare (UHC) plan maintains a deductible amount of \$2,500 for an individual and \$5,000 for a family. Based on a conservative estimate of 28% utilization, the budget impact for 2021 is \$140,700. **BUDGET CODE 100-0000-11-3810**

**PUBLIC HEARING?** ( ) Yes (X) No


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**PURPOSE:** For Mayor and Council to approve a 100% “reimbursement” of in-network deductible expense incurred for medical claims and zero percent for out-of-network medical claims.

**HISTORY:** During the 2020-2021 plan year (and for several years prior), the City “reimbursed” 100% of the employee’s in-network deductible expense for medical claims via the United Healthcare HRA program, and zero percent of the out-of-network medical claims.

**FACTS AND ISSUES:** For 2020, the City budgeted 25% of our maximum exposure for the reimbursement of deductibles, resulting in a citywide annual budgeted expense of \$118,125 for deductible reimbursement. The actual amount paid out during the calendar year was \$139,725 (\$21,600 higher than expected). While City has been historically below budget on the HRA in prior years, the recommended HRA budget for 2021 is \$140,700 (28% of maximum exposure). This is paid weekly by the City to the carrier in addition to the monthly premium. In other words, the carrier fronts the money to the participant’s health provider and the City reimburses the carrier. The HRA program pays the service provider directly, relieving the employee of the obligation to pay the deductible to the provider and then to file for reimbursement with the City.

**RECOMMENDED ACTION:** For Mayor and City Council to authorize a continued 100% reimbursement of the participant’s in-network deductible expense incurred for medical claims, and zero percent of out-of-network medical claims.

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: OPT-OUT STIPEND FOR THE 2021-2022 PLAN YEAR**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT:** Based on current enrollment in the Opt-Out Stipend program, the City's expected annual cost for this is \$62,400. **BUDGET CODE 100-0000-11-3810**

**PUBLIC HEARING?** ( ) Yes ( X ) No


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**PURPOSE:** For Mayor and Council to approve a revised Opt-Out Stipend plan document, clarifying the types of outside coverage that would qualify an individual for this benefit.

**HISTORY:** The City implemented the Opt-Out Incentive benefit in April 2017, which provides employees who are not enrolled in the City's Medical benefits and also have qualified coverage outside of the City (such as through a spouse's employer) with a \$200 per month taxable stipend. Currently, 26 employees are receiving this Opt-Out Stipend, which amounts to an annual cost of \$62,400. This is much less than what the City would pay if these individuals were enrolled in the City's Medical plan.

**FACTS AND ISSUES:** The plan documents were written to explain that individuals must have other "qualifying health coverage", which specifically excludes Medicare and coverage obtained through the individual marketplace. There have been questions over the past year as to whether certain no-cost government-provided insurance qualifies for this Opt-Out Stipend benefit, such as Medicaid.

**RECOMMENDED ACTION:** For Mayor and City Council to approve the amended plan document, which provides clarification on the types of outside coverage that would be considered qualifying coverage to receive the Opt-Out Stipend benefit.

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE AMENDED LEASE AGREEMENT BETWEEN THE CITY OF FAIRBURN AND URSULA & RICK JR. HILLEY (OWNERS OF CASABLANCA RESTRURANT)**

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

**Date Submitted:** 02/15/2021

**Work Session:** N/A

**Council Meeting:** 02/22/2021

**DEPARTMENT:** Property Management

**BUDGET IMPACT:** None


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**PURPOSE:** For Mayor and Council to consider the Approval of a lease agreement between the City of Fairburn and Ursula & Rick Jr. Hillary owners of Casablanca Restaurant to be located at 7 East Broad Street. The space consists of 2,105 sq. ft. located in the passenger depot Downtown Fairburn. The property is to be leased for \$9.00 per square ft., \$18,945 per year, or \$1,578.75 per month for a period of not less than 10 years during the initial agreement, with options to renew.

**HISTORY:** This facility better known as the depot that housed Collins and Jones Law Firm up until December 2018 which leased this facility for many years. This Governing Body last FY took a stand in revitalizing the downtown area by approving the funds to renovate and convert both depots into sit down restaurants. This leads us to the final completion of the commitment that this Mayor & Council made during FY 2018 to invest in the downtown area by converting both depots into restaurants.

**FACTS AND ISSUES:** The original lease agreement was signed effective January 1, 2020. The original date that Casablanca was scheduled to opened was delayed because AGL could not provide gas service until February 12, 2021.

**RECOMMENDED ACTION:** Staff recommends Council to authorize the Mayor to execute this amended lease agreement between the City of Fairburn and Ursula & Rick Hillary to become effective March 1, 2021.

  
Elizabeth Carr- Hurst, Mayor

**STATE OF GEORGIA  
COUNTY OF FULTON**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into effective the 1st day of January, 2020 ("Effective Date") by and between the **CITY OF FAIRBURN, GEORGIA**, a Georgia Municipal Corporation, whose address is 56 Malone Street, Fairburn, Georgia 30213, (hereinafter "the City" or "the Lessor"), and **Ursula & Richard Jr. Hilley**, an individual doing business as Casablanca, a restaurant (hereinafter "the Lessee"), the parties to this Agreement hereinafter sometimes referred to collectively as "the Parties".

**ARTICLE I.        LEASED PREMISES AND USE OF LEASED PREMISES**

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the Parties, does, as of the Effective Date, grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee the premises situated in Fulton County, Georgia, and more particularly described as follows, *to wit*:

SEE DESCRIPTION ON EXHIBIT "A" ATTACHED

(hereinafter "the Premises"), together with all the improvements, tenements, and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, and the Lessee does hereby agree as of the Effective Date to lease, rent and take the Premises from the Lessor, upon the terms and conditions herein stated, to use the Premises solely for restaurant functions.

**ARTICLE II.        TERM**

This Agreement shall be for a term of ten (10) years commencing at 12:00 AM on January 1, 2020 and shall terminate at 11:59 PM on January 1, 2030, unless earlier terminated, modified, extended, or renewed (hereinafter "the Term").

**ARTICLE III.        RENT**

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Rent:

- a. Beginning on the Effective Date, and throughout the Term of this Agreement, Lessee shall pay Lessor an annual Rent of Nine Dollars (\$9.00) per square foot of the Premises described in

Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the Term.

- b. Any monthly installment of Rent not received by Lessor within ten (10) days of the due date of shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

#### **ARTICLE IV.**

#### **MAINTENANCE AND REPAIR**

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises by Lessor, except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

#### **ARTICLE V .**

#### **STIPULATIONS**

The said stipulations provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "B", are hereby incorporated herein and made a part of this Agreement by reference.

#### **ARTICLE VII.**

#### **GEORGIA LAW; ENTIRE AGREEMENT**

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The Parties mutually agree that this Agreement, including the attached Exhibits "A" and "B" shall constitute the entire agreement of the Parties and that all other agreements between the Parties respecting the Premises shall be deemed null and fully discharged as of the Effective Date of this Agreement.

(Signatures On Next Page)



IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first written above, each of the said parties keeping one of the copies hereof.

**CITY OF FAIRBURN, GEORGIA**  
(SEAL)

Signed as to Lessor, in the presence of:

Harvey Stokes  
Unofficial Witness

Juquita Walker  
Notary Public



By: Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor

Attest: Arika Birdsong-Miller  
Arika Birdsong-Miller, City Clerk

Approved: William R. Turner  
William R. Turner, City Attorney

(SEAL)

Signed as to Lessee, in the presence of:

By: Ursula Hilley  
Ursula Hilley

Richard Hilley Jr.  
Richard Hilley Jr.  
Individually  
And as Personal Guarantee

Shinda M. Johnson  
Unofficial Witness

Juquita Walker  
Notary Public



**STATE OF GEORGIA  
COUNTY OF FULTON**

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into effective the 1st day of February, 2019 ("Effective Date") by and between the **CITY OF FAIRBURN, GEORGIA**, a Georgia Municipal Corporation, whose address is 56 Malone Street, Fairburn, Georgia 30213, (hereinafter "the City" or "the Lessor"), and **Ursula & Rick Jr, Hilley**, an individual doing business as Casablanca, a restaurant (hereinafter "the Lessee"), the parties to this Agreement hereinafter sometimes referred to collectively as "the Parties".

**ARTICLE I.**            **LEASED PREMISES AND USE OF LEASED PREMISES**

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the Parties, does, as of the Effective Date, grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee the premises situated in Fulton County, Georgia, and more particularly described as follows, *to wit*:

SEE DESCRIPTION ON EXHIBIT "A" ATTACHED

(hereinafter "the Premises"), together with all the improvements, tenements, and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, and the Lessee does hereby agree as of the Effective Date to lease, rent and take the Premises from the Lessor, upon the terms and conditions herein stated, to use the Premises solely for educational functions and facilities.

**ARTICLE II.**            **TERM**

This Agreement shall be for a term of ten (10) years commencing at 12:00 AM on March 1, 2021 and shall terminate at 11:59 PM on March 1, 2031, unless earlier terminated, modified, extended, or renewed (hereinafter "the Term").

**ARTICLE III.**            **RENT**

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Rent:

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Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the Term.

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#### **ARTICLE IV.      MAINTENANCE AND REPAIR**

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises by Lessor, except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

#### **ARTICLE V .      STIPULATIONS**

The said stipulations provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "B", are hereby incorporated herein and made a part of this Agreement by reference.

#### **ARTICLE VII.      GEORGIA LAW; ENTIRE AGREEMENT**

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The Parties mutually agree that this Agreement, including the attached Exhibits "A" and "B" shall constitute the entire agreement of the Parties and that all other agreements between the Parties respecting the Premises shall be deemed null and fully discharged as of the Effective Date of this Agreement.

(Signatures On Next Page)

IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first written above, each of the said parties keeping one of the copies hereof.

**CITY OF FAIRBURN, GEORGIA**  
*(SEAL)*

Signed as to Lessor, in the presence of:

By: \_\_\_\_\_  
**Elizabeth Carr-Hurst, Mayor**

\_\_\_\_\_  
Unofficial Witness

Attest: \_\_\_\_\_  
**Arika B. Miller, City Clerk**

Approved: \_\_\_\_\_  
**William R. Turner, City Attorney**

\_\_\_\_\_  
Notary Public

*(SEAL)*

Signed as to Lessee, in the presence of:

By: \_\_\_\_\_  
**Ursula Hilley**

\_\_\_\_\_  
**Rick Jr. Hilley, Individually  
And as Personal Guarantee**

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE TASK ORDER #143 WITH INTEGRATED SCIENCE & ENGINEERING FOR SYSTEM IDENTIFICATION, PROJECT BIDDING ASSISTANCE, AND CONSTRUCTION OVERSIGHT FOR THE STORM DRAIN LINING PROJECT FOR AN AMOUNT NOT TO EXCEED \$22,800.**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be \$22,800. The proposed expenditures will come out of the Stormwater Account (506-0000-54-1215).

**PUBLIC HEARING?** ( ) Yes ( X ) No

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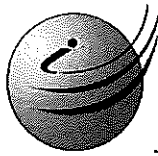
**PURPOSE:** For Mayor and Council to approve Task Order #143 with Integrated Science & Engineering, Inc. (ISE) for the System Identification, Project Bidding Assistance, and Construction Oversight for the Storm Drain Lining Project for an amount not to exceed \$22,800.

**HISTORY:** On July 23, 2020, the City of Fairburn requested ISE to identify a few severe stormwater pipes distributed throughout the city for possible pipe re-lining. Recent MS4 inspections were reviewed and from that review, six stormwater conveyance systems were immediately suitable for stormwater improvements. They had "severe" corrosion and "need repair" to structure conditions.

**FACTS AND ISSUES:** The City of Fairburn has had numerous of maintenance issues with stormwater backups due to the age and/or material failure of the pipe. Pipe lining will focus on pipes under roadways that cannot be closed for construction.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #143 with Integrated Science & Engineering, Inc. (ISE) for the System Identification, Project Bidding Assistance, and Construction Oversight for the Storm Drain Lining Project and authorize the Mayor to sign the Task Order for an amount not to exceed \$22,800.

  
Elizabeth Carr-Hurst, Mayor



To: John Martin, Utilities Director  
Company: City of Fairburn  
Address: 106 Howell Avenue  
Fairburn, Georgia

Date: January 29, 2021  
From: Jason Ray, GISP  
Copy to:

Project: 2021 Fairburn Storm Drain Lining Project

TOF #: 143

## BACKGROUND

The City of Fairburn (City) desires to engage Integrated Science & Engineering (ISE) to identify storm drain pipes that are in need of rehabilitation due to age or impending material failure of the pipe. ISE will then develop a list of systems that can be lined and rehabilitated in-situ such that the systems will not need to be replaced in the near or intermediate future. This Task Order Form (TOF) indicates the scope, schedule, and fee to perform this work.

## SCOPE OF SERVICES

**Task 1 – System Identification.** ISE will identify pipe systems that are in need of rehabilitation or those will be problematic to replace utilizing traditional pipe replacement methods (i.e. open cutting of the system and laying of new pipes). ISE will initially focus on systems with pipes that are under roadways that cannot be closed for construction (due to the need of residents / businesses to access property without a viable alternate means of ingress / egress) and pipe systems that have pipes that pass within 15 feet of a habitable structure. Once these systems have been identified, ISE personnel will photograph the pipes through the use of a pole camera to assess the current condition of the pipes. We will then rank the pipes for priority and present the list to the City for consideration. As part of this task, ISE will provide a memorandum outlining our recommended pipes to be lined and a map for each system along with the photos taken of the system.

**Task 2 – Project Bidding.** Following acceptance of the final list of projects for lining to be bid, ISE will prepare bid documents for the City to bid the project. It is assumed that the data developed in Task 1 will be sufficient to bid the project and no detailed hydrologic / hydraulic engineering or detailed engineering plans will be needed for bidding. ISE will structure the bid such that the City can implement any number of the sub-projects (i.e. lining of individual projects). ISE will assist the City with development of contract documents (i.e. front end specification), attend a pre-bid meeting, answer bidder questions, attend the bid opening, and provide a recommendation of award to the City.

**Task 3 – Construction Oversight.** Once a contractor has been selected, ISE will provide limited construction oversight assistance to the City. Efforts will include preparation for and attendance with a pre-construction meeting, periodic construction site inspections by one of our construction inspectors, as well as construction pay application review and approval and assist with project closeout.

## SCHEDULE

- **Task 1 – System Identification:** Completed within 6 weeks of Notice to Proceed.

# Task Order Form

- **Task 2 – Project Bidding:** Bidding Documents completed within 4 weeks of acceptance of the project list. Continue to provide support to the City during project bidding.
- **Task 3 – Construction Oversight:** Dependent on Contractor Schedule

## FEE ESTIMATE

Task	Fee
Task 1 – System Identification	\$8,500 (Lump Sum)
Task 2 – Project Bidding	\$4,500 (Lump Sum)
Task 3 – Construction Oversight	\$9,800 (Lump Sum)
<b>Total</b>	<b>\$22,800 (Lump Sum)</b>

## AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated March 20, 2003. Additional work requested outside the Scope of Work above can be accomplished at hourly rates outlined in our MSA. If this adequately defines the scope of work desired and is acceptable, please execute in the space provided below and return a copy to ISE as our Agreement and Authorization to proceed. We look forward to working with you and you're staff on this project.

City of Fairburn

Integrated Science & Engineering, Inc.

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jason Ray, GISP

Title: \_\_\_\_\_

Title: Project Manager

Date: \_\_\_\_\_

Date: January 29, 2021

**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

THIS IS AN AGREEMENT made as of 8/14, 2017, between the City of Fairburn, Georgia ("CLIENT") and Integrated Science & Engineering, Inc. ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.



**1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES**

- 1.1 Description. ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
  - 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
  - 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
  - 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
  - 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

**2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

- 2.1 Basic Engineering Services. Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 Preliminary Design and Planning Phase. The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
  - 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
- 2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.
- 2.3 **Comprehensive Design Phase.** The ENGINEER shall:
  - 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
  - 2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.
  - 2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
  - 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
  - 2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
  - 2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction Phase.** The ENGINEER shall:
  - 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
  - 2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
  - 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 Construction Phase Services. The ENGINEER shall:
  - 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
  - 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
  - 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
  - 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 Shop Drawings. ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).
- 3.0 **SECTION 3 -- SUPPLEMENTAL SERVICES**
- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
  - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
  - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
  - d) Hydrogeology and Geology.
  - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
  - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
  - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.



- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

#### 4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

## **5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES**

### **5.1 CLIENT shall:**

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

## **6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES**

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER,

which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.
- 7.0 **SECTION 7 – GENERAL CONSIDERATIONS**
- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.



**7.4 Successors and Assigns.**

- 7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
- 7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

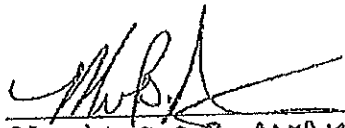
- 7.14 **Dispute Resolution.** The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

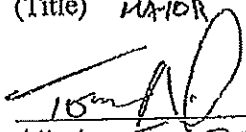
This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

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

**CLIENT:**

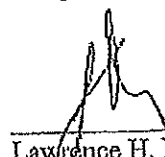
City of Fairburn

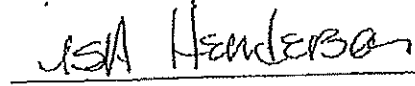
  
(Name) MARIO B. AVERY  
(Title) MAYOR

  
Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.

  
Lawrence H. Davis, Jr., P.E.  
President

  
Attest:

**ATTACHMENT A**

**UNIT RATES**

Integrated Science & Engineering, Inc.

	Rate/Hour
Principal	\$185
Senior Engineering Manager / Project Manager	\$160
Project Engineer III	\$145
Project Engineer II	\$130
Project Engineer I	\$115
Engineer II	\$105
Engineer I	90
GIS Professional III	\$115
GIS Professional II	\$90
GIS Professional I	\$80
Senior Planner	\$90
Senior Surveying Manager / Registered Land Surveyor	\$130
Survey Crew (2-Person)	\$135
Survey Crew (1-Person)	\$115
Engineer / Survey Technician III	\$115
Engineer / Survey Technician II	\$85
Engineer / Survey Technician I	\$65
Administration / Clerical	\$60
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%





# CITY OF FAIRBURN

## CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE FINAL PLAT 2021024 - STRACK DEVELOPMENT**

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

**Submitted: 02/16/21**

**Work Session: N/A**

**Council Meeting: 02/22/21**

**DEPARTMENT:** Community Development/Planning and Zoning Office

**BUDGET IMPACT:** None

**PUBLIC HEARING:** ( ) Yes      ( X ) No

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**PURPOSE:** For the Mayor and Council to review and approve the Strack Development Final Plat.

**DISCUSSION:** The applicant, Strack, Inc., is requesting approval of the final plat for the Strack Development. The subject properties are located on the northeast side of Bohannon Road/Howell Avenue and will have frontage on Howell Ave, which is currently under construction. The concept plat was approved on July 7, 2020 and the final plat was approved on October 12, 2020 for lot #1 which is the location of the truck parking facility that was approved by Council on October 12, 2020. The applicant is requesting to subdivide the parcel as follows:

Lot #	Acreage
2	5.22
3	17.58
4	3.65
5	2.01
6	2.09

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

**RECOMMENDATION:** Staff recommends APPROVAL of the Strack Development Final Plat.

Attachment: Strack Development Final Plat

  
Elizabeth Carr-Hurst, Mayor



IMAGES: P:\15150 (STRACK)\Layout Drive Distribution Center (SUMMING) FIELD V-440.jpg  
G:\Misc Maps\1-872.jpg

REFS:

CLERK OF THE SUPERIOR COURT  
RECORDING INFORMATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 12-6-67.

GEORGIA  
REGISTERED  
3215  
LAND SURVEYOR  
JASON A. HOPKINS

DATE

SITE DATA

TOTAL AREA = 30.53 ACRES  
TRACT A = 7.74 ACRES  
TRACT B = 22.79 ACRES  
(R/W EXCLUDED)

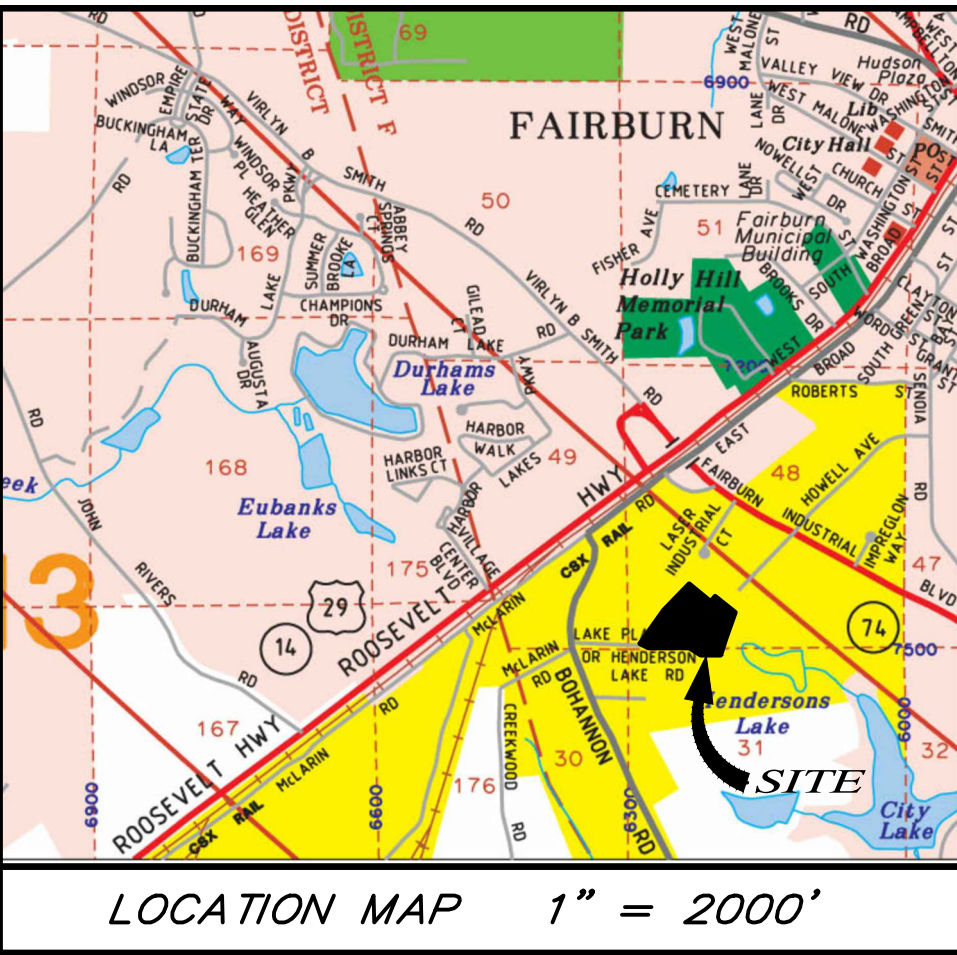
TOTAL NO. OF LOTS = 5

ZONING = M-2 (HEAVY INDUSTRIAL DISTRICT)

BUILDING SETBACKS:  
FRONT SETBACK = 40'  
SIDE SETBACK = 20'  
REAR SETBACK = 30'

MIN. LOT WIDTH (AT BUILDING LINE) = 30'  
MIN. LOT AREA = PER CONDITIONS SPECIFIED  
MAX. BUILDING HEIGHT = 48'  
MAX. LOT COVERAGE = 60% (BUILDING)

NOTE:  
CITY OF FAIRBURN STORMWATER FACILITY MAINTENANCE  
AGREEMENT RECORDED FOR STRACK DEVELOPMENT &  
HENDERSON LAKE MODIFICATIONS, DEED BOOK 57639,  
PAGE 0008, DATED MARCH 31, 2020.



PROPERTY CORNER LEGEND

RBS- REINFORCING BAR SET

RBF- REINFORCING BAR FOUND

CTF- CRIMP TOP PIPE FOUND

OTF- OPEN TOP PIPE FOUND

RWM- RIGHT-OF-WAY MONUMENT

NOTE:  
#4 REBAR SET ON ALL PROPERTY  
CORNERS UNLESS OTHERWISE NOTED.

ABBREVIATIONS LEGEND

ABBR.

DEFINITION

D.E.

DRAINAGE EASEMENT

S.S.E.

SANITARY SEWER EASEMENT

A.E.

ACCESS EASEMENT

W.L.E.

WATER LINE EASEMENT

F.M.E.

FORCE MAIN EASEMENT

STRUCTURES LEGEND

HEADWALL

FLARED END SECTION (D.O.T.)

SINGLE-WING CATCH BASIN

DOUBLE-WING CATCH BASIN

WEIR INLET

JUNCTION BOX

GRATE INLET

FIRE HYDRANT

WATER VALVE

W.M. - WATER METER

---W---

WATER LINE

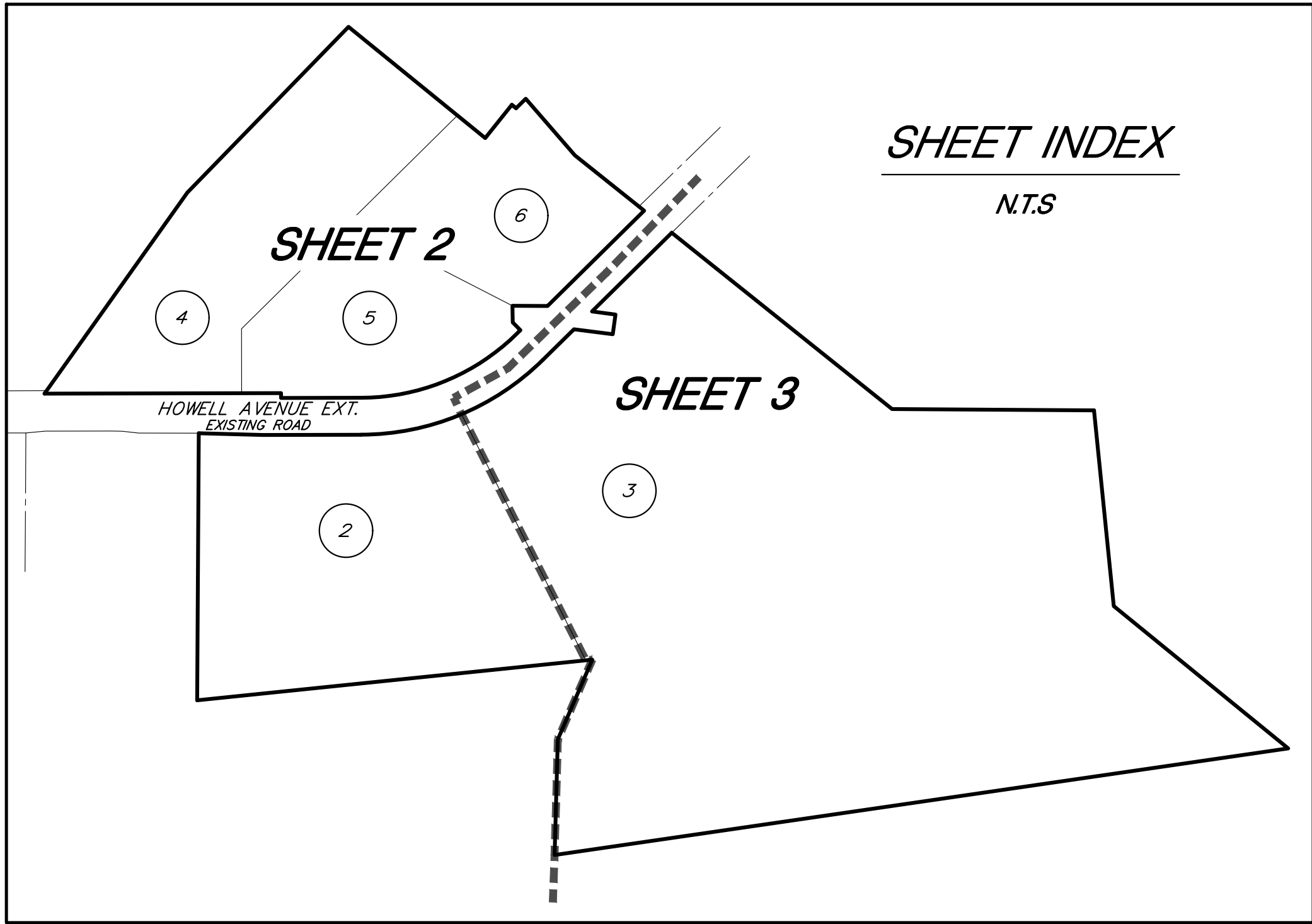
SANITARY SEWER MANHOLE

--SS--

WATER LINE

C.O. SEWER CLEAN OUT

NOTE: ALL STORM DRAINS ARE BITUMINUS  
COATED OR TYPE II ALUMINIZED CORRUGATED  
METAL PIPE (CMP) UNLESS OTHERWISE NOTED.



GPS NOTES:

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

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

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

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

TRACT A : 1/218,062  
TRACT B : 1/167,608

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

BENCHMARK: TOP OF MH  
ELEV. = 1020.68  
HOWELL AVENUE EXTENSION  
(SEE SHEET 2)

STATE WATERS BUFFER NOTE:

THERE IS AN ESTABLISHED 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. NO LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE ACHIEVED, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED. PROVIDED HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM.

OWNER:  
STRACK FAMILY, LLC  
125 LASER INDUSTRIAL COURT  
FAIRBURN, GA 30213  
(770) 969-1591

24 HOUR CONTACT:  
JOE STRACK  
(770) 969-1591

DEVELOPER:  
STRACK FAMILY, LLC  
125 LASER INDUSTRIAL COURT  
FAIRBURN, GA 30213  
(770) 969-1591

CONTRACTOR:  
STRACK, INC.  
125 LASER INDUSTRIAL CT.  
FAIRBURN, GA 30213  
24HR CONTACT NAME:  
PHONE: (770) 964-7889

ENGINEER:  
GASKINS  
ENGINEERING, SURVEYING,  
PANNING/CONSULTING &  
PROJECT MANAGEMENT  
1266 POWDER SPRINGS ROAD  
MARIETTA, GEORGIA 30064  
PHONE: (770) 424-7168

DRAWN BY: JBS

CHECKED BY: JAH

FILE: P:\15150\Bahannon RD

FIELD DATE: 1/6/2021

OFFICE DATE: 1/11/2021

SCALE: 1"=60'

REVISIONS

Gaskins

ENGINEERING•SURVEYING•PLANNING•CONSULTING•CONSTRUCTION MGMT

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

Lawrenceville Office  
558 Old Norcross Rd Ste. 204  
Lawrenceville, GA 30046  
Phone: (770) 596-1005

Canton Office  
147 Reinhardt College Pkwy  
Ste. 3 Canton, GA 30114  
Phone: (770) 478-9088

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

FINAL PLAT FOR:

STRACK DEVELOPMENT

BOHANNON ROAD

LOCATED IN LAND LOTS 31 & 48  
DISTRICT 9F,  
CITY OF FAIRBURN  
FULTON COUNTY, GA. SHEET 1 OF 3

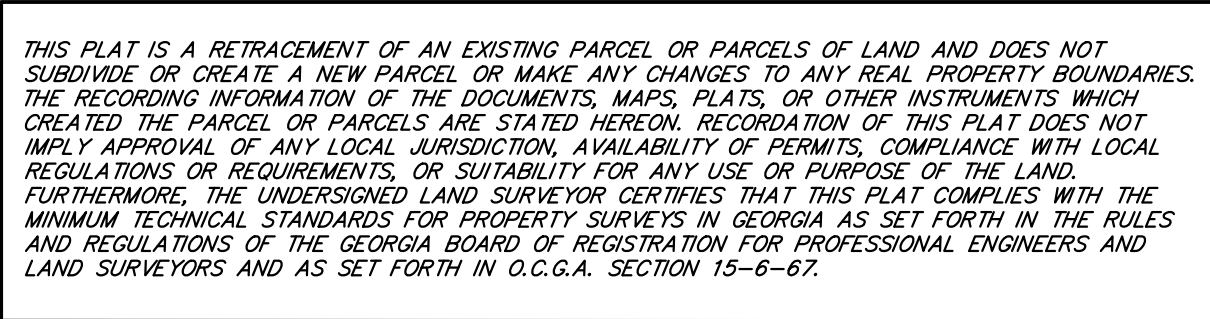
Drawing name: P:\15150 (STRACK)\Bahannon Road\Office\Surveying\FINAL\PKL\Strack\_Bahannon RD\_SubA.dwg  
Drawing name: P:\15150 (STRACK)\Bahannon Road\Office\Surveying\FINAL\PKL\Strack\_Bahannon RD\_SubB.dwg  
Plotted on: Jan 14, 2021 - 11:15am  
Plotted on: Jan 14, 2021 - 11:15am



MAGES: P:\S150 (STRACK)\Busch Drive Distribution Center\SURVEYING\FIELD\1-440.jpg

**KREFS:**

<b>ABBREVIATIONS LEGEND</b>	
<i>ABBR.</i>	<i>DEFINITION</i>
<i>D.E.</i>	<i>DRAINAGE EASEMENT</i>
<i>S.S.E.</i>	<i>SANITARY SEWER EASEMENT</i>
<i>A.E.</i>	<i>ACCESS EASEMENT</i>
<i>W.L.E.</i>	<i>WATER LINE EASEMENT</i>
<i>F.M.E.</i>	<i>FORCE MAIN EASEMENT</i>

[illegible]

**ENGINEER:**  
GASKINS  
ENGINEERING, SURVEYING,  
PLANNING/CONSULTING &  
PROJECT MANAGEMENT  
1266 POWDER SPRINGS ROAD  
MARIETTA, GEORGIA 30064  
PHONE: (770) 424-7168

# Gaskins

<p><u>Marietta Office</u>          1266 Powder Springs Rd          Marietta, GA 30064          Phone: (770) 424-7168</p>	<p><u>Canton Office</u>          147 Reinhardt College Pkwy          Ste. 3 Canton, GA 30114          Phone: (770) 479-9698</p>
<p><u>Lawrenceville Office</u>          558 Old Norcross Rd Ste. 204          Lawrenceville, GA 30046          Phone: (770) 299-1005</p>	<p><u>Newnan Office</u>          4046 G. Hwy. 154, Ste. 109          Newnan, GA 30265          Phone: (770) 424-7168</p>

LOCATED IN LAND LOTS 31 & 48  
DISTRICT 9F,  
CITY OF FAIRBURN  
FULTON COUNTY, GA. SHEET 3 OF 3

IMAGES: P:\S150\STRACK\Bohannon Road Distribution Center\ISURVING\FIELD\1-440.jpg  
G:\Vero Maps\1-872.jpg

CLERK OF THE SUPERIOR COURT  
RECORDING INFORMATION

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 51°20'38" E	9.05'
L2	N 45°25'59" E	22.41'
L3	S 50°59'08" E	11.07'
L4	N 89°36'37" W	57.98'
L5	S 01°04'45" E	27.59'
L6	S 44°36'37" E	18.00'
L7	S 45°23'23" W	8.14'
L8	N 00°07'03" W	8.00'
L9	S 82°43'04" E	64.82'
L10	N 07°49'16" E	32.80'
L11	N 82°21'25" W	39.20'

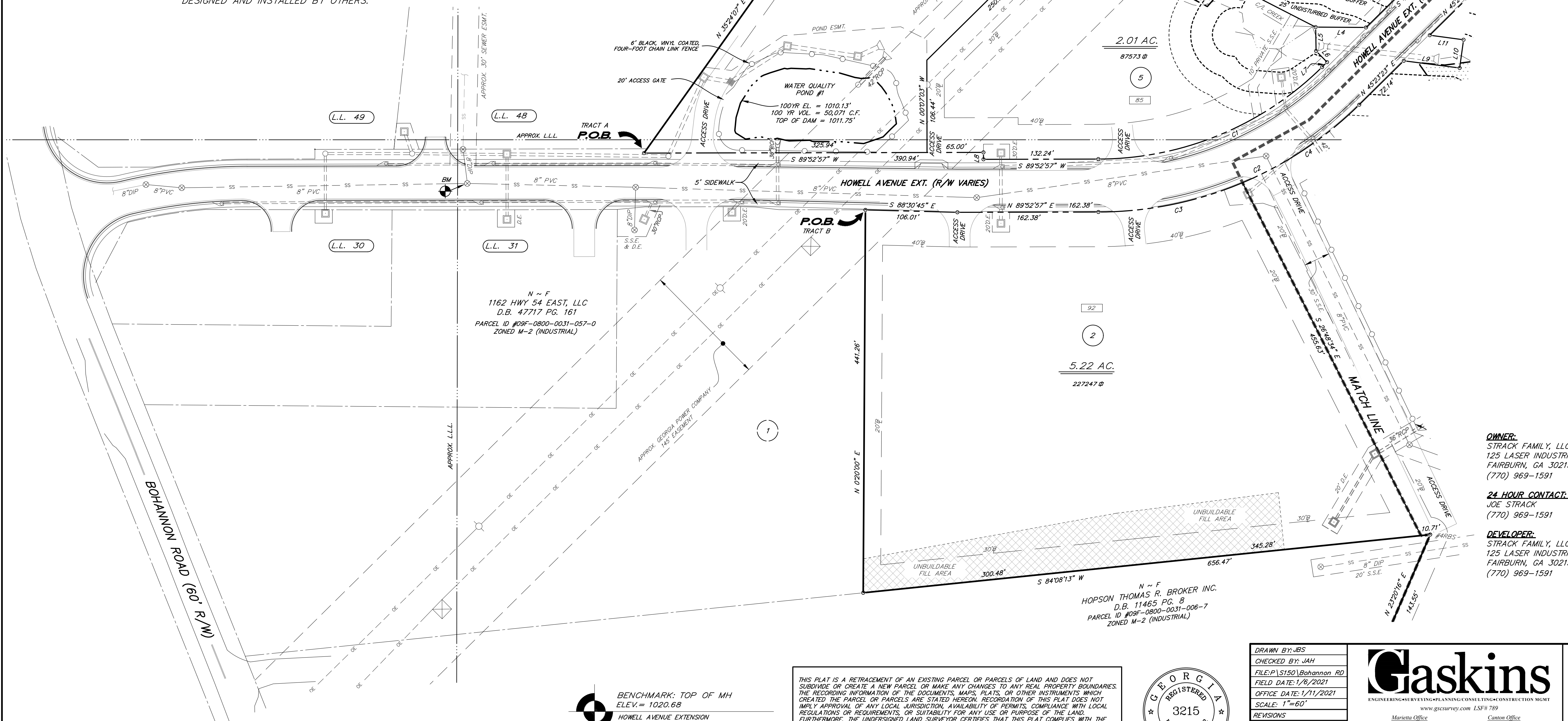
CURVE TABLE					
CURVE#	BEARING	DISTANCE	RADIUS	ARC	
C1	S 67°38'10" W	278.64'	368.00'	285.77'	
C2	N 67°38'10" E	324.83'	429.00'	333.14'	
C3	N 78°29'51" E	169.37'	429.00'	170.49'	
C4	N 56°15'04" E	161.68'	429.00'	162.65'	

IMPERVIOUS AREA PER LOT		
LOT	LOT AREA (SQ. FT)	IMPERVIOUS MAX. (SQ. FT)
2	227,246	181,796
3*	765,557	184,875 - see note 1
4*	158,960	0 - see note 2
5*	87,573	56,662.24 - see note 3
6	91,111	72,889

\* DENOTES LOTS WITH ALLOWABLE IMPERVIOUS AREAS LESS THAN 80%.

- THIS LOT IS MADE UP OF THE ONSITE LAKE, CITY AND STATE STREAM BUFFERS AND THE REQUIRED OPEN SPACE/GREEN SPACE FOR THE ENTIRE DEVELOPED SITE.
- THIS LOT IS MADE UP OF AN EXISTING GRAVEL STORAGE AREA AND CLEARED/GRASSED GROUND COVERAGE WITHIN THE GEORGIA POWER EASEMENT. IT IS ASSUMED THAT THIS LOT IS TO REMAIN IN ITS CURRENT CONDITION.
- THESE IMPERVIOUS AREAS WERE MODIFIED DUE TO CITY STREAM BUFFERS LOCATED ON THE LOT.

NOTE:  
ALL STORM DRAINAGE SYSTEMS SHOWN FOR HOWELL AVE. EXTENSION WERE DESIGNED AND INSTALLED BY OTHERS.



**OWNER:**  
STRACK FAMILY, LLC  
125 LASER INDUSTRIAL COURT  
FAIRBURN, GA 30213  
(770) 969-1591

**24 HOUR CONTACT:**  
JOE STRACK  
(770) 969-1591

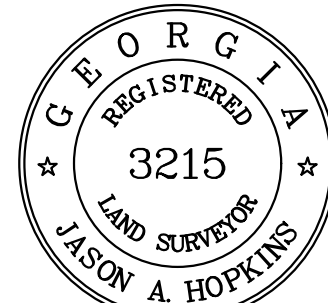
**DEVELOPER:**  
STRACK FAMILY, LLC  
125 LASER INDUSTRIAL COURT  
FAIRBURN, GA 30213  
(770) 969-1591

**CONTRACTOR:**  
STRACK, INC.  
125 LASER INDUSTRIAL CT.  
FAIRBURN, GA 30213  
24HR CONTACT NAME:  
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**ENGINEER:**  
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PLANNING/CONSULTING &  
PROJECT MANAGEMENT  
1266 POWDER SPRINGS ROAD  
MARIETTA, GEORGIA 30064  
PHONE: (770) 424-7168

60 0 60 120  
SCALE IN FEET

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



DRAWN BY: JBS  
CHECKED BY: JAH  
FILE: P:\S150\Bohannon RD  
FIELD DATE: 1/6/2021  
OFFICE DATE: 1/11/2021  
SCALE: 1"=60'  
REVISIONS

**Gaskins**  
ENGINEERING & SURVEYING  
www.gksurvey.com LSF# 789

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FINAL PLAT FOR:

STRACK DEVELOPMENT

BOHANNON ROAD

LOCATED IN LAND LOTS 31 & 48  
DISTRICT 9F,  
CITY OF FAIRBURN  
FULTON COUNTY, GA.

SHEET 2 OF 3

Drawing name: P:\S150\STRACK\Bohannon Road\Office\Surveying\FINAL\PNL Strack Bohannon Rd. Subd - FTL.dwg  
Drawing name: P:\S150\STRACK\Bohannon Road\Office\Surveying\FINAL\PNL Strack Bohannon Rd. Subd - FTL.dwg  
Plotted on: Jan 14, 2021 - 11:15am  
Plotted on: Jan 14, 2021 - 11:15am





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE SUPPLEMENTAL AGREEMENT #3 TO THE PFA WITH GDOT FOR THE I-85 @ SR74/SENOIA ROAD INTERCHANGE PROJECT**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact will be a \$574,966.00 increase in project funding. The project revenue will go into the SR 74 Interchange Design Grant Fund Revenue Account: account number (250-000-33-1410).

**PUBLIC HEARING?** ( ) Yes    ( X ) No

---

**PURPOSE:** For Mayor and Council to approve Supplemental Agreement #3 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the I-85 @ SR 74/Senoia Road Interchange Project for an increase of \$574,966.00 in project funding.

**HISTORY:** The City of Fairburn requested \$574,966.33 in additional preliminary engineering (PE) funding from the Atlanta Regional Commission (ARC) on July 10<sup>th</sup>, 2020. The request was fulfilled on October 19<sup>th</sup>, 2020. However, the new funding in the TIP showed the 20% match (\$114,993.26) coming from the locals (City of Fairburn). If you recall, we were previously notified by GDOT that funding had been capped and that any additional funding needs would be the responsibility of the project sponsor. After much debate, on October 30<sup>th</sup>, 2020, the GDOT Office of Planning agreed to state match the ARC programmed federal funds. The proposed Supplemental Agreement is GDOT's formal response our request that they the cover the required 20% match.

**FACTS AND ISSUES:** In order to be reimbursed the full \$574,966.00 in PE funding, the supplemental agreement must be executed.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve Supplemental Agreement #3 to the Project Framework Agreement (PFA) with the Georgia Department of Transportation (GDOT) for the I-85 @ SR 74/Senoia Road Interchange Project for \$574,966.00.

  
Elizabeth Carr-Hurst, Mayor





**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

January 12, 2021

PI No. 0007841, Fulton County  
I-85 @ SR 74/SENOIA ROAD

The Honorable Elizabeth Carr-Hurst, Mayor  
City of Fairburn  
56 Malone St SW  
Fairburn, Georgia 30213  
Attention: Lester Thompson, Public Works Director

Dear Mayor Carr-Hurst:

Attached is a Supplemental Agreement #3 to the Original Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system. City of Fairburn will be sent an electronic copy of the fully executed agreement for your project file. As mentioned in the Original PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, George C. Baldwin Jr., at (404) 631-1981.

Sincerely,

Kimberly W. Nesbitt  
State Program Delivery Administrator

KWN:KESD:JWM:GB  
Attachment

cc: Albert V. Shelby, Director of Program Delivery  
Kathy Zahul, District 7 Engineer  
Paul DeNard District 7 Preconstruction Manager  
Attn: Joshua Higgins, District 7 Planning & Programming Manager  
Honorable Dana Lemon, State Transportation Board Member, Congressional District 13

**SUPPLEMENTAL AGREEMENT NO.****3****To the PROJECT FRAMEWORK  
AGREEMENT****By And Between  
GEORGIA DEPARTMENT OF  
TRANSPORTATION  
And  
CITY OF FAIRBURN**

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

- ☒ **CFDA # 20.205 -  
Highway Planning and  
Construction Cluster**
- ☐ **CFDA # 20.219 -  
Recreational Trails  
Program**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and CITY OF FAIRBURN, GEORGIA, hereinafter called the "SPONSOR."

WHEREAS, the DEPARTMENT and the SPONSOR heretofore entered into a Project Framework Agreement dated, February 3, 2015 hereinafter called the "ORIGINAL AGREEMENT", for the purpose of having the SPONSOR reimbursed federal funds for PI # 0007841 This is an interchange reconstruction to reduce congestion and provide capacity to the I-85 at SR 74. The project involves adding turn lanes at the ends of the exit ramps and widening the SR 74 bridge to include turn lanes. The interchange will be a partial cloverleaf design as recommended in the Interchange Modification Report (IMR), such work hereinafter called the "PROJECT", and

Now, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other:

1. The ORIGINAL AGREEMENT, dated February 3, 2015, shall be modified as follows: Exhibit A, dated February 3, 2015 shall be deleted in its entirety and replaced with Exhibit A, the updated December 17, 2020.

2. All terms and conditions of the ORIGINAL AGREEMENT dated February 9<sup>th</sup>, 2015, shall remain in full force and effect, except as modified, changed or amended by this Supplemental Agreement Number 3.

3. The WHEREAS Clauses and Exhibits hereto are a part of this Supplemental Agreement and are incorporated herein by reference.

4. The Supplemental Agreement constitutes the full, complete and entire Supplemental Agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Supplemental Agreement.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF  
TRANSPORTATION

CITY OF FAIRBURN

BY: \_\_\_\_\_  
Commissioner

BY: \_\_\_\_\_  
Mayor

ATTEST:

Signed, sealed and delivered this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

This Agreement approved by CITY OF  
FAIRBURN, the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

Attest

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Federal Employer Identification Number:



FS-AR-182

## Atlanta Region's Plan RTP (2020) PROJECT FACT SHEET

<b>Short Title</b>	I-85 SOUTH INTERCHANGE IMPROVEMENTS AT SR 74 (SENOIA ROAD)		
<b>GDOT Project No.</b>	0007841		
<b>Federal ID No.</b>	CSNHS-0007-00(841)		
<b>Status</b>	Programmed		
<b>Service Type</b>	Roadway / Interchange Capacity		
<b>Sponsor</b>	City of Fairburn		
<b>Jurisdiction</b>	Regional - Southwest		
<b>Analysis Level</b>	In the Region's Air Quality Conformity Analysis		



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<b>Existing Thru Lane</b>	<input type="text" value="Var"/>	<b>LCI</b>	<input type="checkbox"/>	<b>Network Year</b>	<input type="text" value="2030"/>
<b>Planned Thru Lane</b>	<input type="text" value="Var"/>	<b>Flex</b>	<input type="checkbox"/>	<b>Corridor Length</b>	<input type="text" value="0.4"/> miles

**Detailed Description and Justification**

This is an interchange reconstruction to reduce congestion and provide capacity to the I-85 @ SR 74. The project involves adding turn lanes at the ends of the exit ramps and widening the SR 74 bridge to include turn lanes. The interchange will be a partial cloverleaf design as recommended in the Interchange Modification Report (IMR).

Phase Status & Funding Information		Status	FISCAL YEAR	TOTAL PHASE COST	BREAKDOWN OF TOTAL PHASE COST BY FUNDING SOURCE			
					FEDERAL	STATE	BONDS	LOCAL/PRIVATE
SCP	National Highway System	AUTH	2011	\$50,000	\$40,000	\$10,000	\$0,000	\$0,000
PE	National Highway System	AUTH	2012	\$1,463,377	\$1,170,702	\$292,675	\$0,000	\$0,000
PE	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	AUTH	2016	\$1,039,500	\$831,600	\$207,900	\$0,000	\$0,000
PE	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)	AUTH	2017	\$187,500	\$150,000	\$0,000	\$0,000	\$37,500
PE	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)		2021	\$574,966	\$459,973	\$114,993	\$0,000	\$0,000
ROW	National Highway Performance Program (NHPP)	AUTH	2019	\$16,693,863	\$13,355,090	\$3,338,773	\$0,000	\$0,000
ROW	National Highway Performance Program (NHPP)	AUTH	2020	\$13,666,137	\$10,932,910	\$2,733,227	\$0,000	\$0,000
UTL	National Highway Performance Program (NHPP)		2022	\$353,736	\$282,989	\$70,747	\$0,000	\$0,000
CST	National Highway Performance Program (NHPP)		2022	\$31,497,741	\$25,198,193	\$6,299,548	\$0,000	\$0,000



For additional information about this project, please call (404) 463-3100 or email [transportation@atlantaregional.com](mailto:transportation@atlantaregional.com).



CST	Surface Transportation Block Grant (STBG) Program - Urban (>200K) (ARC)		2022	\$9,102,885	\$7,282,138	\$1,820,747	\$0,000	\$0,000
				<b>\$74,629,705</b>	<b>\$59,703,595</b>	<b>\$14,888,610</b>	<b>\$0,000</b>	<b>\$37,500</b>

SCP: Scoping PE: Preliminary engineering / engineering / design / planning PE-OV: GDOT oversight services for engineering ROW: Right-of-way Acquisition  
 UTL: Utility relocation CST: Construction / Implementation ALL: Total estimated cost, inclusive of all phases



## ATTACHMENT A

**Original PFA Amount**

Maximum Federal Participation:	\$960,000.00
State Participation Amount:	\$240,000.00
Local Participation Amount:	\$0.00
Original Total Agreement Amount:	\$1,200,000.00

**Supplemental Agreement No.1 Amount**

Federal Supplemental Amount:	\$681,600.00
State Participation Amount:	\$170,400.00
Local Participation Amount:	\$0.00
Total Supplemental Amount:	\$852,000.00

**Supplemental Agreement No. 2 Amount**

Federal Supplemental Amount:	\$150,000.00
State Participation Amount:	\$0.00
Local Participation Amount:	\$37,500.00
Total Supplemental Amount:	\$187,500.00

**Supplemental Agreement No. 3 Amount**

Federal Supplemental Amount:	\$459,972.80
State Participation Amount:	\$114,993.20
Local Participation Amount:	\$0.00
Total Supplemental Amount:	\$574,966.00

**Composite Amount**  
**(Original Contract Plus Supplemental Agreement No.1)**

Revised Total Federal Amount:	\$2,251,572.80
State Participation/Match:	\$525,393.20
Local Participation Amount:	\$37,500.00
Revised Total Agreement Amount:	\$2,814,466.00

Long Range Plan: Atlanta Region's Plan RTP (2020)

Short Range Plans: ☒ Transportation Improvement Program (TIP) - 4th Quarter 2020 ☒ Long Range Plan (RTP) - 4th Quarter 2020

Project ID: 0007841

Jurisdiction: All

LCI Projects Only: ☐

Keyword:

Sponsor: All

Service Type: All

Flex Projects Only: ☐[Search](#) [Export To PDF](#)

10 Projects per Page Page 1 of 1 Displaying 1 to 1 of 1 Projects. Search completed in 119 ms.

Show: ☒ Project Specifics ☒ Details ☒ Phases ☒ Comments

## FS-AR-182

[View Project History](#)

ARCID: FS-AR-182

Jurisdictions: Regional - Southwest

GDOT PI: 0007841

Sponsors: City of Fairburn

Long Range Plan: Atlanta Region's Plan RTP (2020)

Service Type: Roadway / Interchange Capacity

Short Range Plan: Transportation Improvement Program (TIP) - 4th Quarter 2020

Status: Programmed

Description: I-85 SOUTH INTERCHANGE IMPROVEMENTS

Analysis: In the Region's Air Quality Conformity Analysis

From/At: SR 74 (SENOIA ROAD)

Network Year: 2030

To:

LCI Project: False

Existing Lanes: Var

Planned Lanes: Var

Length(miles): 0.4

Flex Project: False

Details: This is an interchange reconstruction to reduce congestion and provide capacity to the I-85 @ SR 74. The project involves adding turn lanes at the ends of the exit ramps and widening the SR 74 bridge to include turn lanes. The interchange will be a partial cloverleaf design as recommended in the Interchange Modification Report (IMR).

## Comments and Requests (8 of 11)

7/10/2020 8:49 AM / New Request

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request \$574,966.33 in additional funding for preliminary engineering (PE). The purpose of this supplemental is to update the database, environmental studies, National Environmental Policy Act of 1969 (NEPA) documentation, preliminary bridge layout, and final construction plans. Database: Several parcels along SR 74 have recent developments and new construction, since the original survey was completed. These developments need additional survey and have created conflicts with drainage outfall designs and other improvements that need to be accounted for. Environmental: Management/NEPA: • The NEPA PM for the project now must update Tpro and P6 schedules every two weeks for all projects. These management hours were not originally taken into account. • The NEPA hours are increased here because management, meetings, and schedule updates were added to the NEPA hours, and the NEPA hours were increased to account for updated reporting requirements in OES' templates. Air/Noise: • The original estimate did not anticipate that noise wall outreach would be required; however, since that is now a requirement, an additional effort for outreach separate from the noise memo itself. Ecology: • Additional reporting requirements for the 404 permit and buffer variance and coordination needed increased the number of hours. • A field visit was added to the estimate of hours for the addendum, including a more robust addendum to account for the additional fieldwork and possible identification of new resources. Archaeology: • The expanded project limits require an additional 200 shovel tests and 2 days of fieldwork, including reporting and a 4 person crew. Cultural Resources/History: • Additional hours were added to account for a more robust technical addendum to account for project changes. This still assumes no fieldwork for the Addendum to the HRSR and no new eligible sites. This requires more documentation and a full report rather than a memo to file. • An AOE is now a separate deliverable from the HRSR addendum or the Archaeology memos, per the most recent OES guidance. Roadway: • Revise the plans to go from full depth to widening and overlay. This includes revisions to typical sections, construction plans, profiles, drainage profiles, construction staging plans, cross sections, wall plans and erosion control plans. • Revise the plans to shorten the I-85 northbound on ramp to end before SR 92. • Revise the plans to shorten the I-85 southbound off ramp to start just south of SR 92. • Revise the ATMS plans to the shortened project length • Add a lane drop from I-85 northbound at SR 74. This creates the needed room for the taper lengths for the I-85 northbound on ramp. • Remove the connection between the southbound loop ramp and the southbound on ramp. • Added construction services Bridge • Revise the preliminary bridge layout from widening existing concrete bridge to full replacement • Remove the SR 92 abutment walls due to the shortened project length. • Added construction services

6/14/2018 9:58 AM / New Request

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request an increase in right-of-way funding from \$17,715,661 to \$30,164,000 to align with approved revised GDOT cost estimates. The previous R/W cost estimates dated 5/3/16 was based on impacts to 35 parcels using the concept report layout, while the new R/W cost estimates, is based on impacts to 50 parcels using the approved PFPR plans.

4/20/2017 2:30 PM / Request Closed

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request that the Program Year for the ROW Phase be changed to 2018 to match the information in TPRO.

2/23/2017 3:42 PM / Request Closed

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request that the ROW Phase be changed to FY 2018 to match the information in TPRO.

11/18/2016 9:33 AM / Request Acknowledged

Project Participant Request / lthompson@fairburn.com

The City of Fairburn is requesting to receive \$150,000 in additional funding for preliminary engineering (PE) to address the additional work required to satisfy the GDOT requested scope change. The scope change involves the bridge being replaced instead of widened and providing additional space for a future north and southbound lane on I-85 at SR 74. As such, additional design and environmental work is now required. Please note, the right-of-way (ROW) will also be affected by the requested change. Additional ROW funding will be requested when a final determination of costs is obtained.

10/10/2016 9:24 AM / Request Acknowledged

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request that the \$170,400.00 in PE Funds recently received be changed from a Local to State funding commitment. In a letter dated September 30, 2016, Jay Roberts, the Director of Planning with the Georgia Department of Transportation, indicated that "the Department will make \$170,400 in additional state funds available to match the federal funds for preliminary engineering". Also, realizing that the project is currently in the midst of an inevitable scope change, GDOT also instructed the City of Fairburn to submit a subsequent request for consideration if additional funds are needed in the future.

3/16/2016 8:09 AM / Request Acknowledged

Project Participant Request / lthompson@fairburn.com

The City of Fairburn would like to request additional funding for preliminary engineering (PE). Our current contract with our design consultant only takes us through right-of-way. Our consultant has provided us with a \$710,000 order of magnitude to cover the scope of work and the deliverables required to take us through construction. Our GDOT-PM also requested that an additional \$142,000 be added to the project's PE funds to cover the Department's oversight. This make our total request for additional funding \$852,000 collectively. Please note that this is the second request for these additional funds. The first request was made last August (2015). Thank you in advance for your favorable consideration of this request.

10/30/2015 8:39 AM / Request Acknowledged

Project Participant Request / lthompson@fairburn.com

Please update the funding in the ROW phase to reflect the cost adjustment shown in the GDOT TPRO database. It shows an increase in Federal funding from \$10,324,032 to \$10,530,513. It also show an increase in State funding from \$2,581,008 to \$2,632,628.

[Add Comment](#) | [Add Request](#) | [View All Project Comments](#)

Phase	Fiscal Year	Fund Type	Status	Federal	State	Local	Bond
SCP	2011	L050	AUTH		\$40,000	\$10,000	\$0
PE	2012	L050	AUTH		\$1,170,702	\$292,675	\$0
PE	2016	Z230	AUTH		\$831,600	\$207,900	\$0
PE	2017	Z230	AUTH		\$150,000	\$0	\$37,500
PE	2021	Z230			\$459,973	\$114,993	\$0
ROW	2019	Z001	AUTH		\$13,355,090	\$3,338,773	\$0
ROW	2020	Z001	AUTH		\$10,932,910	\$2,733,227	\$0
UTL	2022	Z001			\$282,989	\$70,747	\$0
CST	2022	Z001			\$25,198,193	\$6,299,548	\$0
CST	2022	Z230			\$7,282,138	\$1,820,747	\$0



Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

May 4, 2018

**P.I. No. 0007841, Fulton County  
I-85 @ SR 74/Senoia Road**

Honorable Elizabeth Carr-Hurst  
Mayor of Fairburn  
56 Malone Street  
Fairburn, GA 30213  
Attn: Lester Thompson, Deputy Director

Mayor Carr-Hurst:

This letter is to inform you that the federal and state amounts for the Right-of-Way (ROW) and Construction (CST) phases associated with P.I. No. 0007841 have been capped, as shown in the table below.

P.I. No.	Project Description	Phase	Total Amount	Federal Amount	State Match	Fund Source
0007841	I-85@SR74/Senoia Road	ROW	\$16,693,863	\$13,355,090	\$3,338,773	Z001
0007841	I-85@SR74/Senoia Road	CST	\$32,770,250	\$26,216,200	\$6,554,050	Z001
0007841	I-85@SR74/Senoia Road	CST	\$8,750,000	\$7,000,000	\$1,750,000	Z230S
Total			\$58,214,113	\$39,571,290	\$11,642,823	

The total programmed construction amount of \$41,520,250.00 covers the latest construction cost estimate received from your consultant, TranSystems Inc., of \$40,247,741.00 based on the current design plans, which includes replacement of the existing bridge structures. However, the latest Right-of-Way cost estimate amount of \$30,164,000.00 exceeds the total programmed right of way amount of \$16,693,863.00. The project sponsor, the City of Fairburn, is responsible for providing the additional \$13,470,137.00 that is needed in order to proceed to right-of-way authorization and acquisition. This local amount must be shown in the Transportation Improvement Plan (TIP) per federal regulations. Otherwise, the project's scope will need to be reduced to the programmed right-of-way amount of \$16,693,863.00.

If you have any questions, please contact the Project Manager, Tim Evans at (404) 631-1555 or email at [tievans@dot.ga.gov](mailto:tievans@dot.ga.gov).

Sincerely,

A handwritten signature in cursive script that reads "Albert Shelby".

Albert V. Shelby, III  
Director of Program Delivery

KESD PBE  
KWN:KESD:PBE:TE

Cc: Dana Lemon, Board Member, Congressional District 13  
Meg Pirkle, P.E., Chief Engineer  
Jay Roberts, Director of Planning  
Bobby Hilliard, P.E., State Program Control Administrator



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

August 28, 2018

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

**Subject:** P.I. No. 0007841 — I-85 @ SR 74/Senoia Road in Fulton County

Dear Mayor Carr-Hurst:

It was a pleasure meeting with you and the 74 Gateway Coalition on May 8<sup>th</sup> to discuss the benefits and funding status of the I-85 at State Route 74/Senoia Road interchange reconstruction project. Thank you for your follow up right of way (ROW) funding request letter dated July 6, 2018 regarding the above referenced project. This letter serves as notification that the Department has allocated additional federal funding to completely accommodate the right of way funding shortfall as requested by the 74 Gateway Coalition. The right of way funding for the project will now be split phased between fiscal year (FY) 2019 and FY 2020. ROW funding in the amount of \$16,693,863 has been shifted from FY 2018 to FY 2019. The Department has programmed funding in the amount of \$13,666,137 in fiscal year 2020 to accommodate the right of way funding shortfall. The Department's \$32,770,250 construction funding commitment and \$873,936 utilities funding commitment are currently programmed in FY 2021. The Department is currently in coordination with the Atlanta Regional Commission to shift the federal funding amount of \$7,000,000 awarded by the Atlanta Regional Commission to FY 2021 and to process the required Transportation Improvement Program (TIP) amendment due to the significant ROW funding cost increase for the project.

The Department recognizes the importance of the I-85 at State Route 74/Senoia Road interchange reconstruction project; however, the Department's funding commitments are capped at the aforementioned amounts. It will be the responsibility of the project sponsor(s) to provide any additional funding if any subsequent cost estimates exceed the capped funding amounts or if additional preliminary engineering funds are needed to complete the project. The Department looks forward to continually working with the





Page 2 of 2

**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree NW  
Atlanta, GA 30308  
(404) 631-1990 Main Office

City of Fairburn and the 74 Gateway Coalition with the successful delivery of this project. If you have any questions or need any additional information, please contact Vivian Canizares at 404-631-1794 or [mcanizares@dot.ga.gov](mailto:mcanizares@dot.ga.gov).

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Roberts", is written over a horizontal line.

Jay Roberts  
Director of Planning

cc: Russell R. McMurry, P.E., Commissioner  
Mike Dover, P.E., Deputy Commissioner  
Meg Pirkle, P.E., Chief Engineer  
Honorable Dana Lemon, State Transportation Board Member District, 13  
Honorable Lynn Westmoreland, State Transportation Board Member, District 3  
Honorable Jamie Boswell, State Transportation Board Member, District 10  
Donzella James, Georgia State Senator, District 35  
Marty Harbin, Georgia State Senator, District 16  
Josh Bonner, Georgia State Representative, District 72  
Eric Maxwell, Fayette County Board of Commissioners, Chairman  
Eric Dial, Town of Tyrone Mayor  
Vanessa Fleisch, Peachtree City Mayor  
Phil Mallon, Fayette County Director of Public Works  
Lester Thompson, City of Fairburn, Deputy Director of Public Works  
Albert V. Shelby III, Director of Program Delivery  
Attn: Kimberly W. Nesbitt  
Attn: Tim Evans

## Lester Thompson

---

**From:** Shelby, Albert <ashelby@dot.ga.gov>  
**Sent:** Friday, October 30, 2020 8:41 AM  
**To:** Lester Thompson; Mobley, Jason  
**Cc:** Baldwin, George C; Hicks, Edward P; Robinson, Charles A.; Stovall-Dixon, Krystal E.; Nesbitt, Kimberly; Robinson, Charles A.; Mayor Hurst; Marceia Lindley  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Good morning,

The Office of Planning has agreed to state match the ARC programmed federal funds. TPRO will be updated soon.

**Jason/George:**

Please draft a supplemental PFA that reflects this change for execution.

*Remember to over-communicate in this virtual working environment.*

Have a great day!

**Albert V. Shelby, III**  
*Director of Program Delivery*



600 West Peachtree Street, 25th Floor  
Atlanta, GA 30308  
(404) 631-1758 office  
(404) 354-0513 cell  
[ashelby@dot.ga.gov](mailto:ashelby@dot.ga.gov) email

**From:** Lester Thompson <lthompson@fairburn.com>  
**Sent:** Friday, October 23, 2020 8:13 AM

To: Mobley, Jason <jmobley@dot.ga.gov>

Cc: Baldwin, George C <GBaldwin@dot.ga.gov>; Hicks, Edward P <EHicks@dot.ga.gov>; Robinson, Charles A. <chrobinson@dot.ga.gov>; Stovall-Dixon, Krystal E. <kstovall-dixon@dot.ga.gov>; Nesbitt, Kimberly <knesbitt@dot.ga.gov>; Robinson, Charles A. <chrobinson@dot.ga.gov>; Shelby, Albert <ashelby@dot.ga.gov>; Mayor Hurst <mayorhurst@fairburn.com>; Marceia Lindley <mlindley@fairburn.com>

Subject: RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Importance: High

Good Morning Jason,

The purpose of this correspondence is to respond to the below email. It is my contention that it is impossible to contract the necessary requirements from a Consultant when these requirements keep changing based on requests from the Georgia Department of Transportation. With all due respect, while you may disagree with my assessment, the facts and the history surrounding this project cannot be refuted. Most of the costs associated with the proposed Supplemental Agreement with TranSystems are directly related to requested changes by the Department or the time required to implement these changes.

***The items below are directly related to change requests:***

- **Rodway:**

- Revise the plans to go from full depth to widening and overlay. This includes revisions to typical sections, construction plans, profiles, drainage profiles, construction staging plans, cross sections, wall plans and erosion control plans. The plans were originally widening and overlay based on sub-consultant pavement evaluation. GDOT did their own pavement evaluation that said to change to full depth, so the plans were modified to this. After further discussion GDOT said the plans could be changed back to widening and overlay after the plans had already been changed to help with the overall construction costs of the project (widening versus full depth).
- Revise the plans to shorten the I-85 northbound on ramp to end before SR 92. (Construction cost savings modification)
- Revise the plans to shorten the I-85 southbound off ramp to start just south of SR 92. (Construction cost savings modification)
- Revise the ATMS plans to the shortened project length. (Construction cost savings modification)
- Add a lane drop from I-85 northbound at SR 74. This creates the needed room for the taper lengths for the I-85 northbound on ramp. (Construction cost savings modification)
- Remove the connection between the southbound loop ramp and the southbound on ramp. (Construction cost savings modification – does not preclude it from being added in at a later date)
- MS4 modifications due to the changes

- **Bridge**

- Revise the preliminary bridge layout from widening existing concrete bridge to full replacement
- Remove the SR 92 abutment walls due to the shortened project length.

***The items below are indirectly related to change requests, but directly related to the time required to implement those changes:***

- **Environmental:**

- **Management/NEPA:** The NEPA and/or the environmental PM for the project now must update Tpro and P6 schedules every two weeks for all projects. These management hours were not originally taken into account. The NEPA hours are increased here because management, meetings, and schedule updates were added to the NEPA hours, and the NEPA hours were increased to account for updated reporting requirements in OES' templates.



- **Air/Noise:** In their original proposal, the Consultant did not anticipate that noise wall outreach would be required; however, since that time it is now a requirement, they have an additional effort for outreach separate from the noise memo itself.
- **Ecology:** Additional reporting requirements for the 404 permit and buffer variance and coordination needed increased the number of hours. A field visit was added to the estimate of hours for the addendum, including a more robust addendum to account for the additional fieldwork and possible identification of new resources.
- **Archaeology:** The expanded project limits require an additional 200 shovel tests and 2 days of fieldwork, including reporting and a 4 person crew. Previously, no additional fieldwork or expansion of the survey area was assumed.
- **Cultural Resources/History:** Additional hours were added to account for a more robust technical addendum to account for project changes. This still assumes no fieldwork for the Addendum to the HRSR and no new eligible sites. This requires more documentation and a full report rather than a memo to file, which was assumed previously. An AOE is now a separate deliverable from the HRSR addendum or the Archaeology memos, per the most recent OES guidance.
- **Database:** The following parcels along SR 74 have recent developments and new construction, since the original survey was completed and subsequent supplemental surveys. These developments need additional survey and have created conflicts with drainage outfall designs and other improvements that need to be accounted for.
  - **Parcel 9** – RW is stating this parcel needs to be subdivided, **Parcel 14** – New Hotel along Ramp C I-85 NB on-ramp, **Parcel 16** – Rocklyn Homes new construction along 85 R/W), **Parcel 23** – RaceTrac construction and private detention pond, **Parcel 28** – Bojangles’s, **Parcel 30** – Taco Bell/Billboard, **Parcel 31** – Wash Fast Carwash, **Parcel 34** – Starbucks/Marco’s Pizza, **Parcel 36** – Hardees, **Parcel 38B** – Krystal, **Parcel 38C** – Sherwin Williams, **Parcel 38A, 38D, 38E** – Undeveloped at this time but subdivided, **Parcel 40** – New commercial building containing a Moe’s SW Grill & other businesses at the NW corner of this parcel. Parcel needs to be subdivided, **Parcel 41B** – Dairy Queen, **Parcel 41C** - Firehouse Subs/Verizon, **Parcel 42** –Park & Ride, **Parcel 47** – Commercial development north of the Family Dollar. Parcel needs to be subdivided.

When the issue was originally raised to GDOT (Peter Emmanuel, Tim Evan, et al) about the need for additional PE funding due to desired project changes, it was indicated that they were going to use one of their internal mechanisms to fund the supplemental. However, a few months ago, it was requested that the City of Fairburn go through ARC to obtain funding for the supplemental (which we have done so, successfully). However, in doing so, it was not anticipated that the Georgia Department of Transportation would not honor the project funding distribution structure as outlined in the Project Framework Agreement (PFA); 80% Federal, 20% State. It is our hope that the Department will reconsider its position and honor the original terms of the “Agreement” between the Georgia Department of Transportation and the City of Fairburn.

The City of Fairburn would like to thank the Georgia Department of Transportation for the guidance and support we have received thus far, and we would also like to thank the Department in advance for its thoughtful consideration to our current petition.

Sincerely,

Lester Thompson, MPA  
 Directorhat  
 Community Development/Public Works  
 26 W. Campbellton St.  
 Fairburn, Georgia 30213  
 P: 770-964-2244 (ext. 306)

F: 770-306-6919  
E: [ltompson@fairburn.com](mailto:ltompson@fairburn.com)



**From:** Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>  
**Sent:** Monday, October 19, 2020 1:00 PM  
**To:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Lester, I respectfully disagree. The PDP must be followed. It is the sponsor's responsibility to contract the necessary requirements with the consultant.

**Jason Mobley**  
*District 7B Program Manager*



Office of Program Delivery  
600 West Peachtree St, N.W., 25th Floor  
Atlanta, GA, 30308  
706-601-9295 cell

**From:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>  
**Sent:** Monday, October 19, 2020 12:52 PM  
**To:** Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Jason,



I'm very familiar with the letter. Again, the need for the supplemental is directly related to the additional work requested by GDOT.

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



**From:** Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>  
**Sent:** Monday, October 19, 2020 12:02 PM  
**To:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Lester, see the attached letter from 2018 supporting the statement below.

**Jason Mobley**  
*District 7B Program Manager*



Office of Program Delivery  
600 West Peachtree St, N.W., 25th Floor  
Atlanta, GA, 30308  
706-601-9295 cell

**From:** Mobley, Jason  
**Sent:** Monday, October 19, 2020 12:01 PM  
**To:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>; Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; dbhenry@transystems.com; Hicks, Edward P <[EHicks@dot.ga.gov](mailto:EHicks@dot.ga.gov)>; Robinson, Charles A. <[chrobinson@dot.ga.gov](mailto:chrobinson@dot.ga.gov)>; Stovall-Dixon, Krystal E. <[kstovall-dixon@dot.ga.gov](mailto:kstovall-dixon@dot.ga.gov)>; Nesbitt, Kimberly <[knesbitt@dot.ga.gov](mailto:knesbitt@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Patrick and Lester, state funds are capped. The match will need to be from the locals.

**Jason Mobley**  
*District 7B Program Manager*



Office of Program Delivery  
600 West Peachtree St, N.W., 25th Floor  
Atlanta, GA, 30308  
706-601-9295 cell

**From:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>  
**Sent:** Monday, October 19, 2020 11:04 AM  
**To:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>; dbhenry@transystems.com; Hicks, Edward P <[EHicks@dot.ga.gov](mailto:EHicks@dot.ga.gov)>; Robinson, Charles A. <[chrobinson@dot.ga.gov](mailto:chrobinson@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Hi Lester,

I could have missed it but I didn't notice the state match agreement on the request for additional ARC funding for FY 2021 PE.

Jason and George, can you verify the state match approval? Also, if state match is approved, can the TIP be left as is until December 17<sup>th</sup> (the scheduled processing date for the next round of TIP administrative modifications) or do we need to change this now so as to avoid a project activity delay?

Thanks in advance,

Patrick Bradshaw, AICP  
Transportation Improvement Program Administrator

**Atlanta Regional Commission**  
**regional impact + local relevance**

229 Peachtree Street NE | Suite 100  
Atlanta, Georgia 30303

P | 470.378.1564

F | 470.419.2695

[pbradshaw@atlantaregional.org](mailto:pbradshaw@atlantaregional.org)

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**From:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>

**Sent:** Monday, October 19, 2020 10:50 AM

**To:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>

**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>; [dbhenry@transystems.com](mailto:dbhenry@transystems.com)

**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Thanks Patrick. However, I do see one issue. The attached shows the 20% match coming from the locals. The project funding is 80% Federal and 20% State. Please advise. Thanks.

**Lester Thompson, MPA**  
**Director**  
**Community Development/Public Works**  
26 W. Campbellton St.  
Fairburn, Georgia 30213  
P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: [ltompson@fairburn.com](mailto:ltompson@fairburn.com)



**From:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>

**Sent:** Monday, October 19, 2020 10:42 AM

**To:** Lester Thompson <[ltompson@fairburn.com](mailto:ltompson@fairburn.com)>

**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>; [dbhenry@transystems.com](mailto:dbhenry@transystems.com)

**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Hi Lester,

Yes, we were able to get the additional PE request fulfilled. Please see attached or the resources at [www.atlantaregional.org/tip](http://www.atlantaregional.org/tip)

Thanks,

Patrick Bradshaw, AICP  
Transportation Improvement Program Administrator

**Atlanta Regional Commission**  
**regional impact + local relevance**

229 Peachtree Street NE | Suite 100  
Atlanta, Georgia 30303

P | 470.378.1564

F | 470.419.2695

[pbradshaw@atlantaregional.org](mailto:pbradshaw@atlantaregional.org)

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**From:** Lester Thompson <[lthompson@fairburn.com](mailto:lthompson@fairburn.com)>

**Sent:** Friday, October 16, 2020 3:00 PM

**To:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>

**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>; [dbhenry@transystems.com](mailto:dbhenry@transystems.com)

**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project - Additional PE Funding Request

Good Afternoon Patrick,

Just following up on the below email. Any updates? Please advise. Thanks.

Lester Thompson, MPA

Director

Community Development/Public Works

26 W. Campbellton St.

Fairburn, Georgia 30213

P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: [lthompson@fairburn.com](mailto:lthompson@fairburn.com)



**From:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>

**Sent:** Thursday, October 1, 2020 10:08 AM



**To:** Lester Thompson <[lthompson@fairburn.com](mailto:lthompson@fairburn.com)>  
**Cc:** Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>  
**Subject:** RE: PI 0007841, I-85 @ SR 74 Interchange Project

Hi Lester,

I'm aiming on having the changes plugged in next week – I'm still holding on GDOT review of the 3<sup>rd</sup> quarter administrative modifications.

Thanks,

Patrick Bradshaw, AICP  
Transportation Improvement Program Administrator

**Atlanta Regional Commission**  
**regional impact + local relevance**

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Atlanta, Georgia 30303

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**From:** Lester Thompson <[lthompson@fairburn.com](mailto:lthompson@fairburn.com)>  
**Sent:** Wednesday, September 30, 2020 12:02 PM  
**To:** Patrick Bradshaw <[PBradshaw@atlantaregional.org](mailto:PBradshaw@atlantaregional.org)>

Cc: Baldwin, George C <[GBaldwin@dot.ga.gov](mailto:GBaldwin@dot.ga.gov)>; Mobley, Jason <[jmobley@dot.ga.gov](mailto:jmobley@dot.ga.gov)>

Subject: PI 0007841, I-85 @ SR 74 Interchange Project

Good Afternoon Patrick,

Can you provide me with an update on the additional PE funding request (\$574,966.33) for the above referenced project? Please advise. Thanks.

Lester Thompson, MPA

Director

Community Development/Public Works

26 W. Campbellton St.

Fairburn, Georgia 30213

P: 770-964-2244 (ext. 306)

F: 770-306-6919

E: [lthompson@fairburn.com](mailto:lthompson@fairburn.com)



---

Vote daily for Columbus Riverwalk, on the banks of the Chattahoochee River, as the People's Choice. Riverwalk was named a top twelve finalist in AASHTO's 2020 America's Transportation Awards. The People's Choice Award is decided by online popular vote. Help GDOT bring home national recognition and a \$10,000 award that will be donated to charity. Vote online once a day per device (laptop, tablet or mobile) through Oct. 25. Ask your coworkers, family and friends to vote too. Visit [www.dot.ga.gov](http://www.dot.ga.gov) for a direct voting link.

250-Grants Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Intergovernmental	1,669,466.00	184,551.53	0.00	184,551.53	0.00	1,484,914.47	11.05
Miscellaneous Revenue	4,489,553.00	227,035.49	0.00	400,368.82	0.00	4,089,184.18	8.92
Other Financing Sources	<u>1,368,982.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,368,982.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>7,528,001.00</u>	<u>411,587.02</u>	<u>0.00</u>	<u>584,920.35</u>	<u>0.00</u>	<u>6,943,080.65</u>	<u>7.77</u>
<u>EXPENDITURE SUMMARY</u>							
Non-Departmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Police	51,073.00	8,928.00	0.00	10,065.00	0.00	41,008.00	19.71
Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
Public Works Admin	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
LMIG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
CDBG	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
LCI Implementation	5,268,319.00	288,359.43	0.00	318,846.93	163,035.87	4,786,436.20	9.15
Recreation Programs	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>7,528,001.00</u>	<u>460,140.48</u>	<u>0.00</u>	<u>491,764.98</u>	<u>163,035.87</u>	<u>6,873,200.15</u>	<u>8.70</u>
REVENUE OVER/(UNDER) EXPENDITURES	<u>0.00</u>	<u>( 48,553.46)</u>	<u>0.00</u>	<u>93,155.37</u>	<u>( 163,035.87)</u>	<u>69,880.50</u>	<u>0.00</u>

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

## 250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	2,398.42	0.00	2,398.42	0.00	692,093.58	0.35
250-0000-33-3060 CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	182,153.11	0.00	182,153.11	0.00	17,846.89	91.08
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	184,551.53	0.00	184,551.53	0.00	1,484,914.47	11.05
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	0.00	0.00	51,073.00	0.00
250-0000-38-1001 Grant Revenue - Fire	512,619.00	0.00	0.00	173,333.33	0.00	339,285.67	33.81
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	227,035.49	0.00	227,035.49	0.00	3,598,825.51	5.93
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL Miscellaneous Revenue	4,489,553.00	227,035.49	0.00	400,368.82	0.00	4,089,184.18	8.92
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
 ** TOTAL REVENUES **	 7,528,001.00	 411,587.02	 0.00	 584,920.35	 0.00	 6,943,080.65	 7.77



[illegible]

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	8,928.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Capital Outlay	51,073.00	8,928.00	0.00	8,928.00	0.00	42,145.00	17.48
<b>TOTAL Police</b>	<b>51,073.00</b>	<b>8,928.00</b>	<b>0.00</b>	<b>10,065.00</b>	<b>0.00</b>	<b>41,008.00</b>	<b>19.71</b>

250-Grants Fund  
Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-3500-54-2500 Grant Purchase - Fire	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Capital Outlay	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1410 Interchange Design -	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
 TOTAL Public Works Admin	 694,492.00	 5,474.91	 0.00	 5,474.91	 0.00	 689,017.09	 0.79



250-Grants Fund  
LMIG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4201-54-1404 LMIG - Road Resurfac	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
250-4201-54-1415 Interchange Acquisiti	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4201-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
 TOTAL LMIG	 200,000.00	 0.00	 0.00	 0.00	 0.00	 200,000.00	 0.00

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

250-Grants Fund  
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4202-54-1402 CDBG	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
TOTAL Capital Outlay	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
 TOTAL CDBG	 774,974.00	 157,378.14	 0.00	 157,378.14	 0.00	 617,595.86	 20.31

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

PAGE: 9

250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	288,359.43	0.00	318,846.93	163,035.87	4,661,436.20	9.37
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	0.00	0.00	125,000.00	0.00
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	288,359.43	0.00	318,846.93	163,035.87	4,786,436.20	9.15
 TOTAL LCI Implementation	 5,268,319.00	 288,359.43	 0.00	 318,846.93	 163,035.87	 4,786,436.20	 9.15

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

250-Grants Fund  
Recreation Programs

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-6100-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	7,528,001.00	460,140.48	0.00	491,764.98	163,035.87	6,873,200.15	8.70

\*\*\* END OF REPORT \*\*\*





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE AN AMENDMENT AGREEMENT WITH TRANSYSTEMS CORPORATION FOR THE I-85 @ SR 74/SENOIA ROAD INTERCHANGE PROJECT**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact will be \$574,966.33. The proposed expenditures will come out of the SR 74 Interchange Design Grant Fund Account: account number (250-4100-54-1410). These expenditures have already been budgeted.

**PUBLIC HEARING?** ( ) Yes    ( X ) No

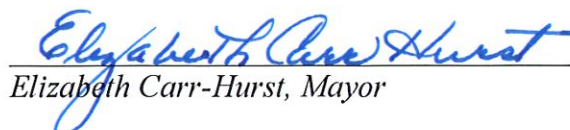
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**PURPOSE:** For Mayor and Council to approve an Amendment Agreement with TranSystems Corporation for \$574,966.33 for additional professional services on the I-85 @ SR 74/Senoia Road Interchange Project.

**HISTORY:** In response to various requests and changes spearheaded by the Georgia Department of Transportation, TranSystems submitted an Amendment Agreement Request to the City of Fairburn for \$574,966.33.

**FACTS AND ISSUES:** The purpose of this agreement is to update the database, environmental studies, National Environmental Policy Act of 1969 (NEPA) documentation, preliminary bridge layout, and final construction plans for the I-85 @ SR 74/Senoia Road Interchange Project. Construction services have also added to their scope. The funding for the additional work has already been captured in Supplemental Agreement #3 to the Project Framework Agreement with GDOT.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the Amendment Agreement with TranSystems for \$574,966.33 for the I-85 @ SR 74/Senoia Road Interchange Project.

  
Elizabeth Carr-Hurst, Mayor

### AMENDMENT AGREEMENT

The Agreement For Professional Services dated the 13<sup>th</sup> day of June 2011, entered into between TranSystems Corporation as Prime Consultant and The City of Fairburn as Owner, for good and valuable consideration including the promises and agreements set forth hereafter is hereby amended, modified, and revised as follows:

1. Section D.2.(a) Modify to include the attached scope for revised concept, revised preliminary plans & final plans.
2. Section 3. Modify to supplement the contract with the attached fee proposal for an additional \$574,966.33.

All other terms and conditions of said original agreement identified hereinabove that are not expressly amended, modified, and or revised by this Amendment Agreement, shall remain unchanged and in full force and effect.

The undersigned being the authorized representatives of the contracting parties identified herein, have executed this Amendment Agreement to make it binding upon the parties hereto effective this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

The City of Fairburn

TRANSYSTEMS CORPORATION

By: \_\_\_\_\_

By:  \_\_\_\_\_

Vice President

The purpose of this supplemental is to update the database, environmental studies, National Environmental Policy Act of 1969 (NEPA) documentation, preliminary bridge layout, and final construction plans for GDOT project 0007841. All deliverables shall be in accordance with the current edition of the GDOT Plan Development Process (PDP), Electronic Data Guidelines (EDG), GDOT Design Policy Manual and the GDOT Survey Manual. All required engineering studies are considered part of the scope of services. The purpose of this supplemental is to provide:

**Database:**

The following parcels along SR 74 have recent developments and new construction, since the original survey was completed. These developments need additional survey and have created conflicts with drainage outfall designs and other improvements that need to be accounted for.

- Parcel 9 – RW is stating this parcel needs to be subdivided.
- Parcel 14 – New Hotel along Ramp C I-85 NB on-ramp
- Parcel 16 – Rocklyn Homes new construction along 85 R/W)
- Parcel 23 – Racetrac construction and private detention pond
- Parcel 28 – Bojangle's
- Parcel 30 – Taco Bell/Billboard
- Parcel 31 – Wash Fast Carwash
- Parcel 34 – Starbucks/Marco's Pizza
- Parcel 36 – Hardees
- Parcel 38B – Krystal
- Parcel 38C – Sherwin Williams
- Parcel 38A, 38D, 38E – Undeveloped at this time but subdivided
- Parcel 40 – New commercial building containing a Moe's SW Grill & other businesses at the NW corner of this parcel. Parcel needs to be subdivided.
- Parcel 41B – Dairy Queen
- Parcel 41C – Firehouse Subs/Verizon
- Parcel 42 – Park & Ride
- Parcel 47 – Commercial development north of the Family Dollar. Parcel needs to be subdivided

**Environmental:**

**Management/NEPA:**

- The NEPA PM for the project now must update Tpro and P6 schedules every two weeks for all projects. These management hours were not originally taken into account.
- The NEPA hours are increased here because management, meetings, and schedule updates were added to the NEPA hours, and the NEPA hours were increased to account for updated reporting requirements in OES' templates.

**Air/Noise:**

- The original estimate did not anticipate that noise wall outreach would be required; however, since that is now a requirement, an additional effort for outreach separate from the noise memo itself.

**Ecology:**

- Additional reporting requirements for the 404 permit and buffer variance and coordination needed increased the number of hours.
- A field visit was added to the estimate of hours for the addendum, including a more robust addendum to account for the additional fieldwork and possible identification of new resources.

**Archaeology:**

- The expanded project limits require an additional 200 shovel tests and 2 days of fieldwork, including reporting and a 4 person crew.

**Cultural Resources/History:**

- Additional hours were added to account for a more robust technical addendum to account for project changes. This still assumes no fieldwork for the Addendum to the HRSR and no new eligible sites. This requires more documentation and a full report rather than a memo to file.
- An AOE is now a separate deliverable from the HRSR addendum or the Archaeology memos, per the most recent OES guidance.

**Roadway:**

- Revise the plans to go from full depth to widening and overlay. This includes revisions to typical sections, construction plans, profiles, drainage profiles, construction staging plans, cross sections, wall plans and erosion control plans.
- Revise the plans to shorten the I-85 northbound on ramp to end before SR 92.
- Revise the plans to shorten the I-85 southbound off ramp to start just south of SR 92.
- Revise the ATMS plans to the shortened project length
- Add a lane drop from I-85 northbound at SR 74. This creates the needed room for the taper lengths for the I-85 northbound on ramp.
- Remove the connection between the southbound loop ramp and the southbound on ramp.
- Added construction services

**Bridge**

- Revise the preliminary bridge layout from widening existing concrete bridge to full replacement
- Remove the SR 92 abutment walls due to the shortened project length.
- Added construction services

Georgia Department of Transportation  
COST PROPOSAL SUMMARY

Proj. No.:  
PI No.: 0007841  
Prime: TranSystems  
Date:

Project: SR 74 at I-85 Interchange  
County: Fulton  
Contract Type: Cost Plus Fixed Fee  
Fixed Fee %: 10%

Offeror: TranSystems  
260 Peachtree Street, NW  
Suite 800  
Atlanta, GA 30303  
Contact: David Henry 678 244-9730  
AVP dbhenry@transystems.com

Master Contract:  
Contract Expiration:  
Task Order No:

Contract Office:

Contract Action: Supplemental  
Contract Type: Cost Plus Fixed Fee

	Task Order Totals
Maximum Allowable Cost	\$ 574,966.33
(Prime) Maximum Amount for Fixed Fee	\$ 43,308.49
Provisional Overhead Rate	150.75%
Fixed Fee Percentage	10%
Minimum DBE Percentage	16.0%



Georgia Department of Transportation  
COST PROPOSAL

Proj. No.:  
PJ No: 0007841  
Prime: TranSystems  
Date:

Project: SR 74 at I-85 Interchange  
County: Fulton  
Contract Type: Cost Plus Fixed Fee  
Fixed Fee %: 10%

Master Contract: 0  
Contract Expiration: 0-Jan-1900  
Task Order No: 0

Cost Summary

By Phase / Discipline / Firm

v Formula Pulls Firm Name from each Discipline Tab

Include a column for each discipline tab included in the proposal.  
Ensure formulas link to the corresponding discipline tab.

Phase	Phase Description	Total Fee	TranSystems	TranSystems	TranSystems	TranSystems	TranSystems	Edwards-Pitman		TranSystems	Sub Firm Name 4	Sub Firm Name 6	Sub Firm Name 7	Sub Firm Name 8
		Enter discipline provided by firm >>	Project Management	Roadway Design	Design Support	Bridge Design & Hydraulics	Traffic Operations	Environmental	Environmental	Survey	Aerial Mapping	Utilities Investigation (SUE)	Geotech	Lighting
	Totals	\$ 874,966.33	\$ 75,453.32	\$ 295,476.27	\$ -	\$ 74,284.51	\$ 12,314.69	\$ 98,227.74	\$ -	\$ 19,209.60	\$ -	\$ -	\$ -	\$ -
1	Concept Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	Database Preparation	\$ 20,446.40	\$ -	\$ 1,236.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,209.60	\$ -	\$ -	\$ -	\$ -
3	Environmental Document	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	Preliminary Plans	\$ 36,947.38	\$ -	\$ -	\$ -	\$ 36,947.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	Right of Way Plans	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Final Plans	\$ 418,619.26	\$ 59,508.41	\$ 255,238.33	\$ -	\$ -	\$ 12,314.69	\$ 91,497.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	Construction Services	\$ 92,223.38	\$ 15,884.91	\$ 39,001.34	\$ -	\$ 37,337.13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	Special Studies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9	Public Involvement	\$ 6,729.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,729.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Fixed Fee	\$ 52,139.49	\$ 6,854.43	\$ 26,842.02	\$ -	\$ 6,748.25	\$ 1,118.71	\$ 8,831.00	\$ -	\$ 1,745.08	\$ -	\$ -	\$ -	\$ -
	Tab Name>>	PMI	RD1	DS1	Br1	Td1	Env1	Env2	Srv1	Map1	SUE1	GMT1	Lt1	
	DBE (Yes or No)	No	No	No	No	No	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes
	DBE Participation	\$ 98,227.74	\$ -	\$ -	\$ -	\$ -	\$ 98,227.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	DBE %	17.1%					17.1%							
	Contract DBE Goal %	16.0%												

1-19-2021 01:53 PM

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

PAGE: 1

250-Grants Fund  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
<b>TOTAL REVENUES</b>	<b>7,528,001.00</b>	<b>411,587.02</b>	<b>0.00</b>	<b>584,920.35</b>	<b>0.00</b>	<b>6,943,080.65</b>	<b>7.77</b>
<b>EXPENDITURE SUMMARY</b>							
Non-Departmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Police	51,073.00	8,928.00	0.00	10,065.00	0.00	41,008.00	19.71
Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
Public Works Admin	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
LMIG	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
CDBG	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
LCI Implementation	5,268,319.00	288,359.43	0.00	318,846.93	163,035.87	4,786,436.20	9.15
Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>7,528,001.00</b>	<b>460,140.48</b>	<b>0.00</b>	<b>491,764.98</b>	<b>163,035.87</b>	<b>6,873,200.15</b>	<b>8.70</b>
<b>OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>( 48,553.46)</b>	<b>0.00</b>	<b>93,155.37</b>	<b>( 163,035.87)</b>	<b>69,880.50</b>	<b>0.00</b>

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CITY OF FAIRBURN  
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## 250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	694,492.00	2,398.42	0.00	2,398.42	0.00	692,093.58	0.35
250-0000-33-3060 CDBG	774,974.00	0.00	0.00	0.00	0.00	774,974.00	0.00
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	200,000.00	182,153.11	0.00	182,153.11	0.00	17,846.89	91.08
250-0000-33-4100 LCI Downtown Master P	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Intergovernmental	1,669,466.00	184,551.53	0.00	184,551.53	0.00	1,484,914.47	11.05
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	51,073.00	0.00	0.00	0.00	0.00	51,073.00	0.00
250-0000-38-1001 Grant Revenue - Fire	512,619.00	0.00	0.00	173,333.33	0.00	339,285.67	33.81
250-0000-38-1002 LMCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	3,825,861.00	227,035.49	0.00	227,035.49	0.00	3,598,825.51	5.93
250-0000-38-9014 LCI Master Plan	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00
TOTAL Miscellaneous Revenue	4,489,553.00	227,035.49	0.00	400,368.82	0.00	4,089,184.18	8.92
<u>Financing Sources</u>							
250-0000-39-5800 Transfer from General	553,297.00	0.00	0.00	0.00	0.00	553,297.00	0.00
250-0000-39-9900 Budget Carryforward	815,685.00	0.00	0.00	0.00	0.00	815,685.00	0.00
TOTAL Other Financing Sources	1,368,982.00	0.00	0.00	0.00	0.00	1,368,982.00	0.00
** TOTAL REVENUES **	7,528,001.00	411,587.02	0.00	584,920.35	0.00	6,943,080.65	7.77

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250-Grants Fund  
Police

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	\$ OF BUDGET
<hr/>							
<u>Supplies</u>							
250-3200-53-1700 Misc Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
TOTAL Supplies	0.00	0.00	0.00	1,137.00	0.00	( 1,137.00)	0.00
<hr/>							
<u>Capital Outlay</u>							
250-3200-54-1600 Small Equipment - Fed	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-3200-54-2500 Grant Purchase- Polic	51,073.00	8,928.00	0.00	8,928.00	0.00	42,145.00	17.48
TOTAL Capital Outlay	51,073.00	8,928.00	0.00	8,928.00	0.00	42,145.00	17.48
<hr/>							
TOTAL Police	51,073.00	8,928.00	0.00	10,065.00	0.00	41,008.00	19.71



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250-Grants Fund  
Fire Department

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-3500-54-2500 Grant Purchase - Fire	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Capital Outlay	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00
TOTAL Fire Department	539,143.00	0.00	0.00	0.00	0.00	539,143.00	0.00

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250-Grants Fund  
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1410 Interchange Design -	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	694,492.00	5,474.91	0.00	5,474.91	0.00	689,017.09	0.79
 TOTAL Public Works Admin	 694,492.00	 5,474.91	 0.00	 5,474.91	 0.00	 689,017.09	 0.79

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CITY OF FAIRBURN  
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250-Grants Fund  
LMIG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4201-54-1404 LMIG - Road Resurfac	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
250-4201-54-1415 Interchange Acquisiti	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4201-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	200,000.00	0.00	0.00	0.00	0.00	200,000.00	0.00
 TOTAL LMIG	 200,000.00	 0.00	 0.00	 0.00	 0.00	 200,000.00	 0.00

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250-Grants Fund  
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4202-54-1402 CDBG	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
TOTAL Capital Outlay	774,974.00	157,378.14	0.00	157,378.14	0.00	617,595.86	20.31
 TOTAL CDBG	 774,974.00	 157,378.14	 0.00	 157,378.14	 0.00	 617,595.86	 20.31

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250-Grants Fund  
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4203-54-1403 LCI Implementation Gr	5,143,319.00	288,359.43	0.00	318,846.93	163,035.87	4,661,436.20	9.37
250-4203-54-1404 LCI Downtown Master P	125,000.00	0.00	0.00	0.00	0.00	125,000.00	0.00
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,268,319.00	288,359.43	0.00	318,846.93	163,035.87	4,786,436.20	9.15
 TOTAL LCI Implementation	 5,268,319.00	 288,359.43	 0.00	 318,846.93	 163,035.87	 4,786,436.20	 9.15



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CITY OF FAIRBURN  
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250-Grants Fund  
Recreation Programs

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-6100-54-2500 LMCY - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	7,528,001.00	460,140.48	0.00	491,764.98	163,035.87	6,873,200.15	8.70

\*\*\* END OF REPORT \*\*\*



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO DISCUSS AND APPROVE THE  
PARTIAL OPENING OF DUNCAN PARK FOR WALKING ONLY**

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

**Submitted: 02/15/2021**

**Work Session: N/A**

**Council Meeting: 02/22/2021**

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** None

**PUBLIC HEARING?** ( ) Yes ( X ) No

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**PURPOSE:** For Mayor and Council to Approve the Partial Opening of Duncan Park for Walking Only.

**HISTORY:** Duncan Park has been closed due to the COVID-19 Global Pandemic since March 2020.

**FACTS AND ISSUES:** The partial opening will allow residents to walk in Duncan Park from 8:30am-4:30pm Monday-Friday. All walkers will park their vehicles at the tennis court.

**RECOMMENDED ACTION:** For Mayor and Council to Approve the Partial Opening of Duncan Park for the residents of Fairburn to walk in a safe environment while enforcing COVID-19 guidelines provided by the Center for Disease Control (CDC).

  
Elizabeth Carr-Hurst, Mayor

## Fairburn Parks and Recreation Action Plan for Partial Opening

Target Date: TBA

### **Duncan Park**

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

- Walking path at Duncan Park options:
  - **Lake Trail**- Loop around the lake and ensure all guest know the trail route. Citizens can only walk around the lake at this time and not venture to other closed sections of the park.
  - **Parking Lot Trail (near football fields)**- Loop around top parking lot and pool parking lot. Ensure that citizens only walk around parking lot and not on fields or venture to pavilions, playgrounds, or courts.

#### ***SELECTED TRAILS WILL BE MAPPED OUT AND CLEAR FOR CITIZENS USE.***

- Basketball courts closed
- Playground closed/blocked off (lock)
- Pool and splash pad closed.
- Tennis courts closed.
- Football/Grass field closed
- Baseball fields closed.
- Youth Center closed until schools open.
- Docks closed. No fishing allowed. Park will be used exclusively for exercise use only.
- Pavilions closed.
- Signage- Post social distance signage along walking paths. Social distancing(6 feet) rules apply to all except those who are walking as family.
- Post COVID-19 warning signs for participants entering the park.
- Police monitoring park will be needed for the opening and closing time.
- Street Department will continue to provide ongoing maintenance services.

### **Avery Park**

-Avery Park is open

-Utilize park as a walking station for Citizens at The Manor at Broad Street.

### **Cora Robinson Park**

-Cora Robinson playground and Gazebo will remain closed due to renovations and equipment that requires constant cleaning and sanitizing.

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