



## City of Fairburn Council Meeting- Zoom

May 10, 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 Pat Pallend

The Honorable Hattie Portis-Jones  
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: The Honorable Mayor Carr-Hurst
- III. Invocation: Bishop Aaron B. Lackey  
Temple of Prayer Family Worship  
Cathedral, UCOGIC
- IV. Adoption of City Council Minutes: Councilmembers
  - April 26, 2021 City Council Meeting Minutes (Zoom)
  - April 26, 2021 Executive Session Minutes (Zoom)
- V. Adoption of the City Council Agenda: Councilmembers
- VI. Discussions: **Mr. Rodrique Taylor, Interim Finance Director**
  - To provide Mayor and Council an update on the American Rescue Plan Act
- 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 City Administration for review. Responses will be provided at a later date.

VIII. Agenda Items:

1. Office of the Mayor

Mayor Elizabeth Carr-Hurst

- Appointment of Interim City Clerk

- For Mayor and Council to appoint Ms. Shana Moss as Interim City Clerk for the City of Fairburn.

2. Office of the Mayor

Mayor Elizabeth Carr-Hurst

- Proclamation

- For Mayor and Council to proclaim the month of May 2021 as Mental Health Awareness Month in the City of Fairburn.

3. Community Development

Mr. Lester Thompson

For Mayor and Council to approve a contract extension with Pond & Company for Professional Engineering & Landscape Architectural Services.

4. **ADDED** -Parks & Recreation

Mr. John Culbreth

For Mayor and Council to approve the proposed plan for the opening of Duncan Park, pavilions, **playground**, the youth center and the Frankie Arnold Stage on June 1, 2021.

5. Parks & Recreation

Mr. John Culbreth

For Mayor and Council to approve the Mental Fitness, 21<sup>st</sup> Century Learning, Inc. Usage Agreement.

6. Parks & Recreation

Mr. John Culbreth

For Mayor and Council to approve the Agreement between the City of Fairburn, Georgia and 25 and Older Inc. DBA Little Peaches Kickball League

7. **ADDED** - Office of the City Attorney

Mr. Randy Turner

Discussion of and consideration of amendments and/or adoption of City's 7th Emergency Ordinance (5-10-2021).

IX. Council Comments

Councilmembers

X. Executive Session

YES

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 Minutes  
April 26<sup>th</sup>, 2021 via Zoom

- I. Call to Order: The meeting was called to order at 7:00 PM by Mayor Elizabeth Carr-Hurst.
- II. The roll was called by City Clerk Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr Hurst	Mayor Pro Tem Alex Heath
Councilwoman Linda J. Davis	Councilwoman Hattie Portis-Jones
Councilman Pat Pallend	Councilman Ulysses J. Smallwood
Councilman James Whitmore	

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

City Attorney: Mr. Randy Turner was in attendance.

- III. The invocation was given by Mayor Pro Tem Alex Heath.
- IV. Adoption of the City County Minutes:
- April 12<sup>th</sup>, 2021 Regular Minutes: The motion was made by Mayor Pro Tem Heath and the second was provided by Councilman Smallwood. Motion Carried. Vote: 3-1.  
(Councilmembers voting favorably Mayor Pro Tem Heath, Councilmen Smallwood and Whitmore)  
(Opposed: Councilwoman Portis-Jones)  
(Abstained from voting: Councilwoman Davis and Councilman Pallend)
- April 12, 2021 Executive Session Minutes: The motion was made by Mayor Pro Tem Heath and the second was provided by Councilman Smallwood. Motion Carried. Vote: 6-0.  
(All members voted unanimously)
- V. Adoption of the City Council Agenda: The motion to approve was made by Councilwoman Portis Jones and the second was provided by Mayor Pro Tem Heath.  
Motion Carried. Vote: 6-0.  
(All members voted unanimously)
- VI. Public Comments: None
- VII. Agenda Items:
1. Tanner, Ballew and Maloof Mr. Steve Maloof

Mr. Maloof presented the 2021-2011 Property and Liability insurance for the City of Fairburn. The 2021-2022 annual premium is \$379,828.00. This is a slight increase from the 2020-2021 premium of \$324,600.00. The amount of the increase is \$55,228.00. Mr. Maloof stated the increase is a result of several new vehicles that the city has added and the addition of several buildings and the city's growth exposure. Travelers again provided the best quote for this this year's property and liability coverage. The motion to approve was made by Councilman Whitmore and the second was provided by Councilman Heath.

Motion Carried: Vote: 6-0.  
(All members vote unanimously)

2. City Clerk

Mrs. Arika Birdsong-Miller

Mrs. Birdsong-Miller presented the Intergovernmental Agreement with Fulton County for the Provision of Election Services for the City of Fairburn's 2021 Municipal Election. The proposed cost for the election is \$33,279.00. If there is a runoff election the cost will be \$27,658.00. Fulton County will be solely responsible for conducting the municipal election. The motion to approve was made by Councilman Pallend and the second was provided by Councilwoman Davis.

Motion Carried: Vote: 6-0.  
(All members voted unanimously)

3. Community Development

Mr. Lester Thompson

Presented an Intergovernmental Agreement with the South Fulton Community Development District for the Oakley Industrial Full-Depth Reclamation Project. The City of Fairburn requested assistance from the South Fulton CID to deliver the proposed Oakley Industrial Full-Depth Reclamation Project. The South Fulton CID is committed to paying \$390,000 of the cost to construct the project and the city is willing to provide the balance of the funding. The location of the project is Oakley Industrial Boulevard from the deceleration lane of the Solstice Apartment Complex to SR 74 and striping on Bohannon Bridge over I-85 and Oakley Industrial Boulevard from SR 92 to Fayetteville Road and from Oakley Industrial Boulevard from just west of Bohannon Road to Creekwood Road. The motion to approve was made by Councilman Whitmore and the second was provided by Councilman Smallwood.

Motion Carried: Vote 6-0.  
(All members voted unanimously)

4. Community Development

Mr. Lester Thompson

Presented a contract award to C.W. Matthews for the Oakley Industrial Reclamation Project. The invitation for Bid (IFB #21-001), Oakley Industrial Reclamation Project was advertised on January 6<sup>th</sup>, 2021. The bid opening date was February 11<sup>th</sup>, 2021 at which time four (4) bids were opened and read aloud. After completion of the bid evaluation, it was determined that C.W. Matthews was the lowest responsive bidder at \$3,379,857.85. The City of South Fulton initially was supposed to participate in this project. South Fulton chose not to participate this eliminated \$1,490,002.76 from the project. The City of Fairburn recommends the contract of \$1,889,855.09 to C.W. Matthews. The motion to approve was made by Councilwoman Davis and the second was provided by Mayor Pro Tem Heath.

Motion Carried: Vote: 6-0.  
(All members voted unanimously)



5. Community Development Mr. Lester Thompson  
Presented Task Order # 6 with Atlas Technical Consultants for Construction Engineering and Inspection Services. The City of Fairburn entered into a Master Services Agreement with Moreland Altobelli Associates, LLC on July 22, 2019 for On-Call Construction Management Services. The firm changed the name to Atlas Technical Consultants, LLC on January 1<sup>st</sup>, 2020. This task order is for the Howell Avenue Extension Roadway Project (21-001). The task order should not exceed the amount of \$96,500.00. Mr. Thompson informed the Mayor and Council that the funds for this project would be taken from the city's T-SPLOST allotment. The motion to approve was made by Councilman Smallwood and the second was provided by Councilwoman Davis.

Motion Carried: Vote: 6-0.  
(All members voted unanimously)

6. Fire Department Chief Cornelius Robinson  
Presented a memorandum of Understanding between the City of Fairburn and Atlanta Technical College to provide EMT-Advanced and Paramedic Training. Chief Robinson stated the training agreement between the City of Fairburn's Fire Department and Atlanta Technical College will allow instructional training through grant funding for both the EMT-Advanced and Paramedic certifications. The trainings will be held at Fairburn's Annex Building. Mayor Carr-Hurst stated Chief Robinson has been diligent in acquiring grants for the Fire Department and she is extremely proud of his efforts. The motion to approve was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Motion Carried: Vote: 6-0.  
(All members voted unanimously)

7. Police Department Chief Stoney Mathis  
Chief Mathis presented an extension to delay the revisiting language update in Court Services/ Municipal Court City Ordinance to July 26, 2021. On August 24<sup>th</sup>, 2020 the Police Department submitted an agenda item pertaining to the language of the Court Services/ Municipal Court City Ordinance. The item was tabled for 90 days this extension will expire on April 30<sup>th</sup>, 2021. Chief Mathis is requesting an extension and to present the update at the July 26<sup>th</sup>, 2021 Mayor and Council Meeting. The motion to approve was made by Mayor Pro Tem Heath and the second was provided by Councilman Whitmore.

Motion Carried: Vote: 6-0.  
(All members voted unanimously)

#### VIII. Council Comments:

Councilman Smallwood had no comments.

Councilman Whitmore gave his well wishes to City Clerk Arika Birdsong-Miller. Mrs. Birdsong-Miller is leaving the City of Fairburn for another opportunity.

Councilwoman Portis-Jones thanked City Clerk Birdsong-Miller for her service and exceptional work. She stated Mrs. Birdsong-Miller is leaving at such a crucial time with the City's Municipal Election this year. She wished her well in her future endeavors. She further

stated she is co-hosting via Zoom with Fulton County Public Works a segment on Septic Tanks. This will be a lunch and learn on May 12<sup>th</sup>, 2021 the announcement will be posted on Facebook and Next Door.

Councilman Pallend stated to Mrs. Birdsong-Miller in the words of Shakespeare: "Forever, and forever, farewell. If we do meet again, why we shall smile, if not why then this parting was made well". Best Wishes.

Councilwoman Davis thanked Mrs. Birdsong-Miller for her service. She stated Mrs. Birdsong-Miller was a joy to work with, she wishes her the best in her new opportunity.

Mayor Pro Tem Heath wished Mrs. Birdsong-Miller the very best. He thanked her for the great job she has done in Fairburn.

Mayor Carr-Hurst thanked Mrs. Birdsong-Miller for her service to Fairburn. She stated that Duncan Park will reopen (modified) on May 1<sup>st</sup> at 7:00 AM. She plans to be present when the gates are opened.

IX. Executive Session

City Attorney, Mr. Randy Turner stated the Mayor and Council needed to enter into Executive Session for a personnel/litigation matter. At 7:52 PM, the motion to enter into Executive Session was made by Councilwoman Davis and the second was provided by Councilman Whitmore. Motion Carried. Vote: 6-0.  
(All members voted unanimously)

At 8:25 PM the motion to exit and re-enter into Open Session was made by Mayor Pro Tem Heath and the second was provided by Councilman Whitmore. Motion Carried. Vote: 6-0.  
(All members voted unanimously)

X. Adjournment: The motion to adjourn at 8:40 PM was made by Mayor Pro Tem Heath and the second was provided by Councilman Whitmore. Motion Carried: Vote: 6-0.  
(All members voted unanimously)

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Interim City Clerk

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Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: TO PROVIDE MAYOR AND COUNCIL AN UPDATE ON THE AMERICAN RESCUE PLAN ACT**

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

**Submitted: 05/06/2021                      Work Session: N/A                      Council Meeting: 05/10/2021**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** N/A

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

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**PURPOSE:** To inform Mayor and Council about the American Rescue Act which became law on March 11, 2021.

**HISTORY:** For the first time, all 19,000 municipal governments are entitled to a direct, non-competitive federal formula grant from the U.S. Treasury Department.

**FACTS AND ISSUES:** The City of Fairburn is estimated to receive about \$5.2 million from the American Rescue Act. The funding will be paid to local governments in two payments with the first 50% arriving in May 2021 and the second 50% in May 2022. Local governments have until December 31, 2024 to use all funding. Eligible expenditures include (a) respond to the public health emergency with respect to the Coronavirus Disease 2019 (b) respond to workers performing essential work during the Covid-19 public health emergency (c) for provision of government services to the extent of reduction in revenues (d) investments in water, sewer or broadband infrastructure. City staff will be recommending eligible projects for the American Rescue Act funding by June 15, 2021.

**RECOMMENDED ACTION:** N/A

  
Elizabeth Carr-Hurst, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPOINT MS. SHANA MOSS AS  
INTERIM CITY CLERK FOR THE CITY OF FAIRBURN**

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

**Submitted: 5/4/2021**

**Work Session: N/A**

**Council Meeting: 5/10/2021**

**DEPARTMENT:** City Clerk

**BUDGET IMPACT:** \$2,000.00

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

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**PURPOSE:** For Mayor and Council to appoint Ms. Shana Moss as Interim City Clerk for the City of Fairburn.

**HISTORY:** The Interim City Clerk position is appointed by Council.

**FACTS AND ISSUES:** None

**RECOMMENDED ACTION:** The official appointment of Interim City Clerk

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO PROCLAIM THE MONTH OF MAY 2021 AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF FAIRBURN**

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

**Submitted: 5/4/2021**

**Work Session: N/A**

**Council Meeting: 5/10/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** None

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

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**PURPOSE:** For Mayor and Council to proclaim the month of May 2021 as Mental Health Awareness Month in the City of Fairburn.

**HISTORY:** Mental health is essential to everyone's health and well-being. Since 1949, Mental Health America and other affiliates across the country have observed May as "Mental Health Month" by reaching out to millions of people through the media, local events, and screenings.

**FACTS AND ISSUES:** None

**RECOMMENDED ACTION:** To proclaim the month of May 2021 as Mental Health Awareness Month

  
Elizabeth Carr-Hurst, Mayor

# Proclamation

## TO PROCLAIM THE MONTH OF MAY 2021 AS MENTAL HEALTH AWARENESS MONTH IN THE CITY OF FAIRBURN

**WHEREAS**, Mental health is essential to everyone's overall health and well-being. Millions of adults and children across America experience mental health conditions, including anxiety, depression, schizophrenia, bipolar disorder, and post-traumatic stress disorder; **and**

**WHEREAS**, Mental health helps to sustain an individual's thought processes, relationships, productivity, and ability to adapt to change or face adversity. Mental Illness adversely affects those abilities and often is life-threatening in nature; **and**

**WHEREAS**, One in four adults experiences mental health problems in any given year and such problems can contribute to onset of mental illness. Approximately one-half of chronic mental illness begins by the age of 14 and three-quarters by age 24; **and**

**WHEREAS**, Every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help. Public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness.

**THEREFORE**, I, Mayor Elizabeth Carr-Hurst of the City of Fairburn along with Mayor Pro Tem Alex Heath and Councilmembers Linda J. Davis, Pat Pallend, Hattie Portis-Jones, Ulysses Smallwood and James Whitmore do hereby proclaim the month of May 2021 as Mental Health Awareness Month in Fairburn, Georgia to increase public understanding of the importance of mental health and to promote identification and treatment of mental illnesses on this 10<sup>th</sup> day of May 2021.

Signed:

\_\_\_\_\_  
Elizabeth Carr-Hurst  
Mayor







## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF CONTRACT EXTENSION WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES**

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

Submitted: 05/04/2021      Work Session: N/A      Council Meeting: 05/10/2021

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact of the proposed contract extension will be based on task orders received. The proposed expenditures will come out of the Public Works Administration Professional Account (100-4100-52-1200).

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

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**PURPOSE:** For Mayor and Council to approve a contract extension with Pond & Company for Professional Engineering & Landscape Architectural Services.

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

**FACTS AND ISSUES:** The agreement with Pond & Company is scheduled to expire on July 22<sup>nd</sup>, 2021. In order to close out some existing task orders and to maintain continuity in our plan review process, we would like to extend the contract by one year. If approved, the existing contract shall now remain in effect until July 22<sup>nd</sup>, 2022.

**RECOMMENDED ACTION:** Staff recommends that City Council approve extending the contract with Pond & Company for Professional Engineering & Landscape Architectural Services by one year.

  
Elizabeth Carr-Hurst, Mayor



## City of Fairburn

July 26, 2019

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

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

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

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

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

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

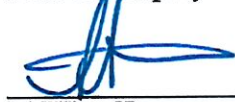
Sincerely,

  
Lester Thompson, Deputy Director Community Development/Public Works

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Pond & Company



Bob Williams, PE

Vice President

7.31.2019

Date

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



## AGREEMENT FOR PROFESSIONAL SERVICES

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

### Recitals:

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein.

2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:

(a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);

(b) Compile or provide the necessary database of information to complete the scope of work;

(c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;

(d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;

(e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

[Signature page follows]



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

**CONTRACTOR:**

Address:

POND & COMPANY, a Georgia corporation.

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

By:   
President

Date signed by Contractor:

[CORPORATE SEAL]

July 31<sup>st</sup>, 2019

**CITY:**

Address:

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

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

By:   
Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Attest: 

Approved as to form:

Interim City Clerk: Shana T. Moss



City Attorney: William Randy Turner

[SEAL]



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PROPOSED PLAN FOR THE OPENING OF DUNCAN PARK, PAVILIONS, YOUTH CENTER, AND THE FRANKIE ARNOLD STAGE ON JUNE 1, 2021**

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

**Submitted: 5/3/2021 Work Session:      Council Meeting: 5/10/2021**

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** None

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

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**PURPOSE:** For Mayor and Council to discuss and approve the opening of pavilions and tennis courts at Duncan Park, the youth center, and the Frankie Arnold Stage on Broad Street.

**HISTORY:** Fairburn Parks have been closed due to the COVID-19 Global Pandemic since March 2020.

**FACTS AND ISSUES:** The opening will allow the public to utilize the amenities of Duncan Park (pavilions and the tennis courts), the youth center and the Frankie Arnold Stage on Broad Street.

**RECOMMENDED ACTION:** For Mayor and Council to discuss and approve the opening of the pavilions, the tennis courts, the Frankie Arnold Stage, and the youth center for residents of Fairburn while practicing COVID-19 guidelines provided by the Center for Disease Control (CDC).

  
Elizabeth Carr-Hurst, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE MENTAL FITNESS,  
21<sup>ST</sup> CENTURY LEARNING, INC. USAGE AGREEMENT**

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

**Submitted: 5/3/2021**

**Work Session: N/A**

**Council Meeting: 5/10/2021**

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** \$ 8,320.00

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

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**PURPOSE:** For Mayor and Council to review and approve the usage agreement for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. afterschool and summer camp program for 2021-2022 at the Youth Center, 149 SW Broad Street, Fairburn, GA 30213.

**HISTORY:** Mental Fitness, 21<sup>st</sup> Century Learning Inc. provides high-quality after school and summer camp programming that offer students academic/educational enrichment and recreational STEAM activities in the City of Fairburn.

**FACTS AND ISSUES:**

**RECOMMENDED ACTION:** For Mayor and Council to approve the usage agreement for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. Afterschool and Summer Camp program.

  
Elizabeth Carr-Hurst, Mayor

**AGREEMENT FOR AFTERSCHOOL AND SUMMER CAMP PROGRAMMING  
BETWEEN MENTAL FITNESS, 21<sup>ST</sup> CENTURY LEARNING INC.  
AND CITY OF FAIRBURN, GEORGIA**

This Agreement, made as of May 10, 2021, by and between Mental Fitness, 21<sup>st</sup> Century Learning, Inc. (hereinafter "Mental Fitness") and the City of Fairburn, Georgia (hereinafter "the City") is for the provision of afterschool and summer camp programs to be provided by Mental Fitness to the City of Fairburn, Georgia.

**WHEREAS**, the City desires to enter into a contract for afterschool and summer camp programs for the City of Fairburn Parks and Recreation Department; and

**WHEREAS**, Mental Fitness was determined to be a responsible, responsive offeror for such services; and

**WHEREAS**, the City desires to have Mental Fitness provide such services under certain conditions and at certain locations now or hereafter to be determined.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein the parties agree as follows:

**A. CITY PARK PROPERTY INCLUDED:** Mental Fitness agrees to operate afterschool and summer camp programs to be located at the following facilities:

1. Fairburn Youth Center  
149 SW Broad Street  
Fairburn, GA 30213
  - A. Afterschool: Monday -- Friday (2:00pm -- 7:00pm)  
During Fulton County School District Academic Years  
2018-2019
  - B. Summer Camp: Monday -- Friday (7:00am -- 7:00pm)  
2018 (Approximately May 20-August 2)
2. Betty Hannah Educational Campus  
310 NW Broad St,  
Fairburn, GA 30213
  - A. Summer Camp: Monday -- Friday (7:00am - 7:00pm)  
Approximately May 20- August 31st  
2021 - Betty Hannah Educational Campus

**B. TERM:** This Agreement shall be effective as of May 10, 2021 and shall continue in effect until the end of the Fulton County School District's current 2020- 2021 academic year and through the following school year August 2021- My 15th 2022; provided, however, that this Agreement may be terminated by either Mental Fitness or the City, with or without cause, upon giving thirty (30) days prior written notice to the other.



C. **RENT:** The City agrees to provide space in the Fairburn Youth Center for the afterschool program, Betty Hannah Educational Campus for summer programming or such other location or locations as the City finds available and appropriate for Mental Fitness to provide the afterschool and summer camp programs described in Section A of this Agreement, and Mental Fitness agrees to pay the City of Fairburn for such space a gross rent during the Term of this Agreement in the amount of \$750.00 for the month of July, \$730.00 for the month of August, and \$682.00 per month September– May, which rent shall be paid on or before the tenth (10<sup>th</sup>) day of each month. Effective on the fifteenth (15<sup>th</sup>) day of the month, a ten percent (10%) late fee shall be applied.

D. **MENTAL FITNESS AGREES TO:**

1. Provide high-quality afterschool and summer camp programs that offer students' academic/educational enrichment and recreational activities for Grades K-8. Mental Fitness will implement an enriching and enjoyable afterschool program and summer camp format that blends academic assistance, enrichment, recreation, physical activities, and arts.
2. Hire and manage all personnel who shall be Mental Fitness employees; be responsible for continuous staffing of the afterschool and summer camp programs; comply with all local and state laws, codes, and regulations regarding afterschool and summer camp program personnel shall be adhered to, including, without being limited to -- that all staff, contractors, and volunteers must have a background check on file with Mental Fitness, that the cost of such background checks will be the sole responsibility of Mental Fitness, that all Mental Fitness personnel shall maintain a clean and neat appearance, and that the maximum allowable child to staff ratio will comply with the requirements of the Department of Health and Children Services, 25:1.
3. Provide for dismissal of the afterschool and summer camp programs in the rooms designated as the "game room" and "multipurpose room" at 5:30p.m each day.
4. Provide transportation from selected schools to the City of Fairburn Youth Center at the time of school dismissal
5. To keep all areas clean, sanitary, and maintained in an orderly fashion. In recognition of increased need for safety due to COVID-19 Mental Fitness has provided an addendum to list the safety and health protocols they will follow.
6. Mental Fitness shall provide janitorial supplies and janitorial services for the summer camp program located at the Betty Hannah Educational Campus 310 NW Broad St, Fairburn, GA 30213 for the summer camp program.
7. Mental Fitness shall provide janitorial assistance at the Fairburn Youth Center in the form of supplies during summer camp hours. The City of Fairburn staff and Mental Fitness staff are responsible for the daily cleanliness of the Fairburn Youth Center.

8. Provide tables and chairs for the Betty Hannah Educational Campus as necessary to conduct the summer camp program.
9. Mental Fitness shall be responsible (after each day's use) keeping the used spaces, including all City-owned equipment, in a neat and clean condition, and shall be responsible for repairing any damages caused by Mental Fitness's negligent acts or omissions or intentional misconduct of Mental Fitness, or by the negligent acts of omissions or intentional misconduct of Mental Fitness's students, invitees, agents, and representatives.
10. Pursuant to Georgia Law, Mental Fitness shall maintain in force and effect throughout the term of this lease a policy of liability insurance, in the amount of not less than one million (\$1 million) per claim, naming the City of Fairburn as an additional insured. (review attachment for insurance requirements)
11. Abide by the terms of this Agreement and the contract documents.

**D. THE CITY AGREES TO:**

1. Make periodic inspections (a minimum of once a month) of the Fairburn Youth Center premises and equipment at the operating facility during the contract term.
2. Make periodic inspections (a minimum of once a month) of the Betty Hannah Educational Campus summer camp location premises, or such other designated premises during the Agreement term.
3. Provide utilities, including electricity, solid waste disposal, and water and sewer service.
4. The City shall be responsible for the routine maintenance of the City's facilities unless such maintenance is required as a result of damage caused by Mental Fitness, its employees, agents, or representatives.
5. Provide a "office" area inside of the Fairburn Youth Center's gymnasium

**E. WORK PRODUCTS AND SERVICES REQUIRED**

1. EQUIPMENT AND PROPERTY  
The City will provide trash containers and the City will provide disposal.
2. MAINTENANCE OF EQUIPMENT  
All program related equipment and equipment maintenance will be the responsibility of Mental Fitness.
3. UTILITIES



The City of Fairburn shall provide utilities to Mental Fitness, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The City of Fairburn will not provide telephone service or be responsible for charges incurred for this service.

**G. CONTRACT DOCUMENTS:** The Contract Documents consist of this Agreement, and any addenda. Should there be any discrepancy amongst the documents; the above order of priority will prevail.

**H. GOVERNING LAW AND VENUE:** The Contract Documents shall be governed by the laws of the State of Georgia. Any dispute arising with regard to the interpretation or meaning of the Contract Documents which cannot be resolved amicably may be settled by litigation. Both parties agree exclusive venue shall lie in the Superior Court of Fulton County, Georgia.


**I. SEVERABILITY:** Should any portion of this Agreement be deemed unconstitutional or otherwise unenforceable by a Court or body of competent jurisdiction, then the remaining portions of the Agreement shall remain in full force and effect.

**J. ATTACHMENTS:** The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement:

<u>Attachment</u>	<u>Document Title</u>
A.	Insurance requirements

Mental Fitness, 21<sup>st</sup> Century Learning Inc.

City of Fairburn, Georgia

  
\_\_\_\_\_  
John Childs – Signature  
J O H N C H I L D S I I I  
\_\_\_\_\_  
John Childs – Printed

\_\_\_\_\_  
Elizabeth Carr- Hurst, Mayor

Date: 5-10-2021

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

Title: Executive Director

Attest:

\_\_\_\_\_  
Shana Moss, Interim City Clerk

Approved as to Form:

\_\_\_\_\_  
William R. (Randy) Turner, City Attorney

## **ADDENDUM A INSURANCE REQUIREMENTS**

Mental Fitness shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Mental Fitness, their agents, representatives, employees or subcontractors.

### **A. MINIMUM LIMITS OF INSURANCE**

Mental Fitness shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
3. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officer's officials, and employees; or Mental Fitness shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

### **C. OTHER INSURANCE PROVISIONS**

#### **1. General Liability, Automobile Liability, and Umbrella Liability Coverages**

The City and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Mental Fitness.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials employees or volunteers.

Mental Fitness is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees and volunteers for losses arising from the work performed by Mental Fitness for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of said change of coverage, cancellation, suspension, termination / or non-renewal.

### **D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.



#### E. VERIFICATION OF COVERAGE.

Mental Fitness shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTORS

Subcontractor means one not in the employment of Mental Fitness who is performing all or part of the services under this Agreement under a separate contract with Mental Fitness

Mental Fitness shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this Agreement. The City may request evidence of subcontractor's insurance.

#### G. WAIVER OF SUBROGATION

Mental Fitness shall require all insurance policies in any way related to the work and secured and maintained by Mental Fitness to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the City. Mental Fitness shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

#### INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Mental Fitness shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of Mental Fitness, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by Mental Fitness in the performance of the work; or c) liens, claims or actions made by Mental Fitness or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for Mental Fitness or his/her subcontractor, as approved by the City of Fairburn, under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be borne by Mental Fitness.



STEAM IS OUR FOCUS





# About Us



STEAM is an acronym that stands for science, technology, engineering, the arts and mathematics. All of our workshops and activities are focused in one or all of these areas at any given time. Since we know that our students will be faced with careers and business opportunities that we can't name currently, we believe the large concepts in STEAM are the best way to prepare them for success.

# Mission & Vision

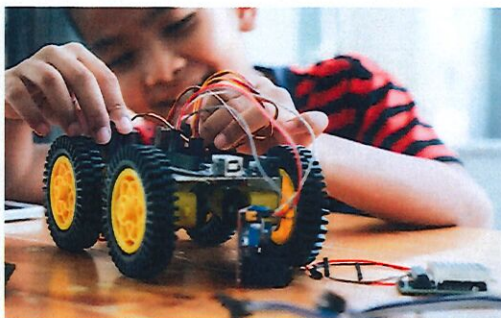
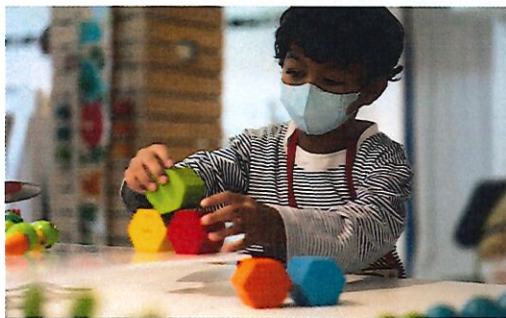


## MISSION

Since inception, Mental Fitness has been dedicated to advancing the academic, social and career opportunities of youth throughout the Atlanta Metropolitan area by providing them, and their families, with STEM enrichment, college prep assistance, career training, mentorship and counseling.

## VISION

The guiding vision of Mental Fitness is to become the STEM/STEAM based after-school program, summer camp and teacher training provider of choice for families, school leaders, and district administrators in Atlanta Metropolitan Area.





## Current Scenario



Mental Fitness STEAM Academy has been closed due to COVID-19 since March 9th 2020. Since then we have provided free virtual STEAM workshops for students in Fairburn and beyond to the tune of \$31,050. We have provided computer rental for students on a limited basis as well as access to our teachers for mentoring and tutoring when requested.

# Purpose



This presentation is meant to propose a science based CDC and Fulton County Dept of Health guided soft re-introduction to in person programming at both The Fairburn Youth Center and the GMC location at 310 NW Broad Street.



## Current Problem



Kids are “virtually fatigued”! Parents need a break! Both are mentally drained and in need of a summer break. Parents and students are suffering from mental health deficiencies because of the pandemic. Fairburn residents are screaming for safe and well prepared outlets. **If allowed...we can help.**



# Our Solution



Although our doors have been closed for over a year, we have partnered with companies to secure equipment and intellectual capital that would help us to provide a COVID safe environment for our students and staff.



We have consulted with Bright From The Start as well as Fulton County Department of Health and finally the CDC on ways to properly operate child care during this pandemic.



We are planning to open our summer camp for a limited amount of students based on a socially distanced and calculated building plan of our facilities.



We will follow the most up to date guidance from the CDC at the time of opening, which may differ slightly according to the scenario.





# Our Focus



## Sanitizing & Cleaning

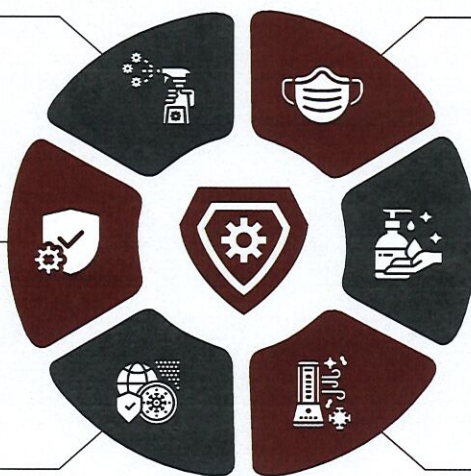
We have purchased foggers/misters that deploy sanitizer to surfaces to then be wiped down.

## Parents Entrance

No parent will be allowed inside the facility. The sign in/out process will happen outside.

## Virus Protection

Each staff member will 1. Wear a mask 2. Be vaccinated 3. Provide several ways for children/staff to wash hands.



## Internal Protection

Wearing a mask remains the primary and most effective protection against contracting COVID-19.

## External Protection

Hand washing remains the most utilized means to prevent the virus from attaching to your person and then transferred to other people.

## Air Quality

Replacing regular HVAC system air filters with HEPA approved level filters that not only filter the air but kill virus particles.

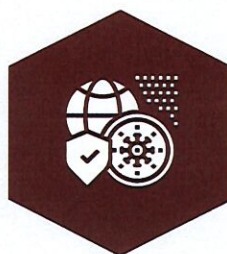
# Important Stats



According to the CDC Science Brief on the transmission of SARS-COVID-19 in K-12 schools, less than 10% of COVID infections in the U.S. have appeared in children ages 5-17. We will only allow children ages 5-11.



Children 10 years old & younger are less likely to be infected than adolescents & adults. This again supports our intention to only allow children ages 5-11.



Schools that follow CDC and other appropriate guidance are largely successful in preventing transmission on any significant level.



A study comparing county level COVID-19 hospitalizations between counties with in-person learning and those without in-person learning found no effect of in-person school reopening on COVID-19 hospitalization rates when baseline hospitalization rates were low or moderate.



# Symptoms Prevention



01

Much like normal childcare operation, if a child has any visible symptoms such as: runny nose, cough, sneezing, fever (temp taken before entry outside) they will not be allowed to stay. This rule will be followed without exception.

02

If a child exhibits symptoms while under our care, they will be immediately put into an isolation room. A parent will be called to pick them up. The child remain in the isolation space until the parent arrives.

03

Any child exhibiting symptoms will not be allowed to return until those symptoms have subsided.

04

If a child or staff members is found to be COVID positive, they will not be allowed into the facility until: 1. 10 days have past without symptoms 2. 14 days have past during which some symptoms have remained.



# Building Preparation



Cleaning & Sanitizing surfaces daily.



Mapping 3 ft multi-directional spaces for desks/tables.



Mounting outside electronic check-in/out device to limit persons entering.



# PPE Requirements



Each staff member will be fully vaccinated.



Each staff/student must wear a mask. Gaiters without attached filters are not acceptable.



Students must wear masks at all times except for eating/drinking.

# Ensuring Proper Air Transfer



Opening windows where possible and Incorporating HEPA level air purifiers (several studies back this approach).



Place oscillating fans in each open window to push old air out and bring new air in continuously.



If possible install HEPA air filters in HVAC system.



## Hand-Washing



Students will engage in frequent hand washing/bathroom breaks. FDA approved hand sanitizer will be provided at tables.



# Proposed Hours of Operation



**Open Monday  
through Thursday**



**Hours  
8 a.m. - 5:30 p.m.**





Contact Us



[info@mentalfitnessatl.org](mailto:info@mentalfitnessatl.org)



678-622-2381



[www.mentalfitnessatl.org](http://www.mentalfitnessatl.org)



Atlanta, GA 30312



A photograph of a young girl with braided hair, wearing a light-colored face mask and a grey hoodie, standing in a classroom. The background is slightly blurred, showing other children and classroom decorations. A dark grey rectangular box is overlaid across the middle of the image, containing the text "THANK YOU" in white, uppercase, sans-serif font.

THANK YOU





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE AGREEMENT  
BETWEEN THE CITY OF FAIRBURN, GEORGIA AND 25 AND OLDER INC. DBA  
LITTLE PEACHES KICKBALL LEAGUE**

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

**Submitted: 5/3/2021**

**Work Session: N/A**

**Council Meeting: 5/10/2021**

**DEPARTMENT:** Parks and Recreation

**BUDGET IMPACT:** None

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

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**PURPOSE:** For Mayor and Council to review and approve the Agreement between the City of Fairburn, Georgia and 25 and Older Inc. DBA Little Peaches Kickball League

**HISTORY:** Through 25 and Older Inc. DBA Little Peaches Kickball League, the athletes will develop positive characteristics of good sportsmanship and teamwork while building self-confidence and learning lifetime fitness.

**FACTS AND ISSUES:** 25 and Older Inc. DBA Little Peaches Kickball League mission is to provide an organized sports program for young girls that encourage each player to reach their potential by:

- Enhancing Self Confidence.
- Building Healthy Exercise Habits.
- Teaching Respect for others, Team Play & Good Sportsmanship.
- Providing Positive Role Models.
- Encouraging Family & Community Involvement.

**RECOMMENDED ACTION:** For Mayor and Council to approve the Agreement between the City of Fairburn, Georgia and 25 and Older Inc. DBA Little Peaches Kickball League

  
Elizabeth Carr-Hurst, Mayor

# **AGREEMENT BETWEEN THE CITY OF FAIRBURN, GEORGIA AND 25 AND OLDER INC. DBA LITTLE PEACHES KICKBALL LEAGUE**

This Agreement is made and entered into between the City of Fairburn, a municipal corporation of the State of Georgia (hereinafter referred to as the "City") and the 25 and Older Inc. DBA-Little Peaches Kickball League (hereinafter referred to as "Lessee") to make use of the city's recreational fields and facilities at Duncan Park.

**WHEREAS**, the City of Fairburn is the owner of the baseball Fields and facilities at Duncan Park which may be used by the public; and

**WHEREAS**, the undersigned Lessee desires to make use of such recreational fields and facilities for recreational activities as specified below; and

**WHEREAS**, the City of Fairburn desires to make such recreational fields and facilities and the equipment contained thereon available to Lessee for the benefit of the community and the mutual benefit of the parties hereto; in accordance with the below terms and conditions; and

**WHEREAS**, the Lessee agrees to abide by certain standards and conditions in operating and using the recreational fields and facilities.

**NOW, THEREFORE**, be it agreed by the City of Fairburn and the undersigned Lessee that the Lessee hereby agrees to provide recreational activities at Duncan Park consisting of 25 and Older Inc. DBA Little Peaches Kickball League practice and games on the schedule listed and to lease the following facilities for that purpose:

- Concession Stand- (When the Park officially opens to the public)
- Restroom Building #B206103- (When the Park officially opens to the public)

**A. FACILITY:** 25 and Older Inc. DBA Little Peaches Kickball League will have access to baseball fields 3 & 4

1. Location:

- a. Clarence Duncan Park-Baseball Fields (3 & 4), 6000 Rivertown Road, Fairburn, GA 30213



2. Days/Time:

- a. Tuesday: 6:00 PM-9:00 PM
- b. Thursday: 6:00 PM- 9:00 PM
- c. Saturday: 8:00 AM- 1:00 PM

**B. TERM:** Commencing on or about June 1, 2021 and ending September 1, 2021. Subleasing, assignment, or transfer of the use of any City of Fairburn facility is prohibited. City of Fairburn reserves the right to cancel, deny, or modify facility usage by any group or person whose intended use of City facilities, in the discretion of the Director of Parks and Recreation, would create an unreasonable public safety risk or exposure to legal liability, or whose intended use is inappropriate or inconsistent with the City of Fairburn's missions or objectives.

**C. FEES AND REPORTS:** 25 and Older Inc. DBA Little Peaches Kickball League agrees to pay the City of Fairburn a rental fee during the term in the amount of \$300.00 due at the start of the season. 25 and Older Inc. DBA Little Peaches Kickball League will also be responsible for a \$100.00 refundable damage deposit. 25 and Older Inc. DBA Little Peaches Kickball League shall include a participation report and season summary at the end of the season.

**D. For the use of the above Duncan Park fields and facilities, the Lessee agrees to the following conditions:**

- 1. The fields will be delivered from the City to the Lessee in an as-is condition. The City shall be responsible for maintaining the fields for play during the term of the Lease. Maintenance shall include cutting and fertilizing the grass inside the ballfields fencing. The fields and their accessory facilities must be returned to the City in the same condition they were received, or the damage deposit will be used to restore them to their original condition. If damage deposit does not cover repair costs, Lessee will be responsible for the difference. An accurate inventory sheet must be returned before the deposit is returned.
- 2. The Concession Stand will be delivered to the Lessee in a clean, ready-to-use condition, and it must be returned to the City in the same condition it was received, or the damage deposit will be used to restore it to its proper condition.

3. The Lessee will be responsible for keeping the restrooms clean and properly supplied on a daily basis after use of the fields. If it becomes necessary for the City to clean and supply a restroom during the period of the Lease, the Lessee shall be responsible for reimbursing the city for its expenses. It is understood that the bathrooms at the baseball field/ concession stand will remain closed to the public until further notice. In lieu of the bathrooms, the public will use on site porta potties.
4. The Lessee shall provide the Parks and Recreation Director with a general liability insurance policy in the amount of \$50,000.00 per person/ \$100,000.00 per occurrence for bodily injury and property damage prior to the Lease becoming effective for the term of this Agreement. The policy shall name the City as an additional insured as to any claim arising from the use of the Park by the Lessee. The Lessee further agrees to indemnify, defend, and hold harmless the City, its officers, officials, and employees from any claims for injuries to persons, including death, loss of or damage to property, which arise and are due to or resulting from the acts or omissions of the Lessee, its invitees, agents, or assigns.
5. The Lessee shall provide the Parks and Recreation Director with a schedule of its planned activities at least one week in advance of those activities.
6. The Lessee shall provide the Parks & Recreation Director with an Emergency Action Plan and associated contact telephone numbers.
7. The Lessee must have a representative that is CPR/AED certified at each practice and game.
8. The Lessee will perform a background check on each individual who will be working with young people at Duncan Park in connection with the Lessee's activities. A copy of each background check will be delivered to the Parks & Recreation Director prior to the individual's involvement with the program. Background checks must be submitted to the Parks & Recreation Director at least two weeks prior to any scheduled activity.
9. The Lessee shall provide security at all events at the Park. This security shall be responsible for maintaining the orderly operation of the program. This security must be able to contact emergency and non-emergency assistance if and when needed.
10. In the City's discretion, failure to follow the policies and procedure for the use of the Park and its facilities, the Lessee's use of the Park may be suspended, or the Lessee may be immediately terminated.



11. The facilities included in the lease shall not be sub-leased without the written approval of the City.

The Lessee further understand and agrees that no improvements either permanent or temporary will be made to these facilities unless prior written approval from the City is obtained. Any improvements to real property or appurtenances thereto shall become the property of the City.

The Lessee agrees that by signing this Agreement it will abide by these conditions and understand that failure to abide by them may result in the loss of the right to conduct their activities as provided herein. This usage agreement is contingent upon the park being opened.

All athletes, coaches, parents, and spectators will be given a temperature check before entering the baseball field/concession area.

Parents will be encouraged to watch practice from outside the fence. Those who enter the ballfield/concession areas are required to wear a mask and have their temperature checked.

Social distancing signage will be posted throughout the baseball field/concession areas.

It is understood that this agreement is contingent upon the park being open for organized athletic programming.

25 and Older Inc. DBA Little Peaches Kickball League shall provide a copy of its COVID-19 return to play plan. (Attached)

Failure to have all required documentation submitted to the City of Fairburn as required herein will result in loss of use of facilities until compliance with the contract.

This Agreement entered this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF FAIRBURN**

**LITTLE PEACHES KICKBALL-KICKBALL LEAGUE**

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

Elizabeth Carr-Hurst, Mayor

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

25 and Older Inc. DBA Little Peaches Kickball League

Attest: \_\_\_\_\_

\_\_\_\_\_  
Signature

Attest:

\_\_\_\_\_  
William R. (Randy) Turner, City Attorney

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# Organizing, Playing, and Watching Games



As we are considering a return to the field, it is recommended that each player, coach, and spectator adheres to the guidelines set forth by the state and local government and health officials in terms of public gatherings, organized sports (adults and youth), and sporting events when determining when it is safe to return to activities. Below are some best practices for helping to provide a safe place to play, while stressing the importance of mitigating the spread of COVID-19.

**These best practices have been compiled from resources and direct guidance from the U.S. Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), The Aspen Institute, among others.**

**Leagues are encouraged to, first and foremost, follow all directives and guidance from their state and local government, and should ask their state governmental and health officials for any information available regarding resuming youth sports within the state. All Little Peaches League managers, coaches, umpires, league officials, and families are strongly encouraged to review these guidelines.**

**This guidance was last updated on May 27th. Little Peaches will continue to update these comprehensive resources to provide additional best practices guidance as information is further developed around COVID-19 mitigation.**

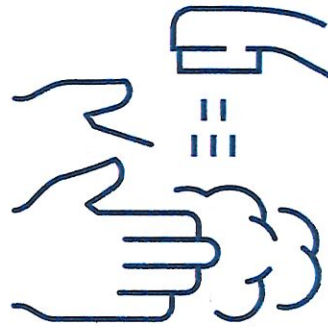
In addition to state and local guidance, we encourage you to consider the following when returning to play.



# General Guidance

## Wash Your Hands Often:

- Wash your hands often with soap and water for at least 20 seconds, especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol. Cover all surfaces of your hands and rub them together until they feel dry. Leagues are encouraged to provide handwashing stations and/or hand sanitizer, if possible.
- Avoid touching your eyes, nose, and mouth.
- Players are encouraged to bring their own hand sanitizer for personal use. Hand sanitizer should be placed in all common areas off-field for easy use.



## Cover Your Mouth and Nose with a Cloth Face Covering When Around Others:

- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a cloth face covering when they have to go out in public, for example, in public areas around your fields and parks.
- Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.



- The cloth face covering is meant to protect other people in case you are infected.
- Do NOT use a facemask meant for a healthcare worker, as it is important for these facemasks are available for those professionals needing that personal protective equipment.
- Continue to keep six feet between yourself and others. The cloth face covering is not a substitute for social distancing.

## Cover Coughs and Sneezes:

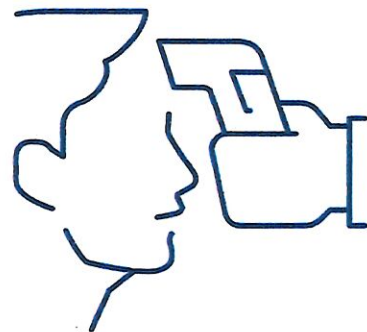
- If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze, or use the inside of your elbow.
- Throw used tissues in the trash immediately.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

## Social Distancing:

- All players, coaches, volunteers, independent contractors, and spectators should practice social distancing of six feet wherever possible from individuals not residing within their household, especially in common areas. For situations when players are engaging in the sports activity, see On-Field Guidance below for more information.
- Avoid close contact with people who are sick.
- Stay home as much as possible.

## Self-monitoring and Quarantine:

- All individuals should measure their body temperature to ensure that no fever is present prior to participating or attending each Little Peaches League activity. Anyone with symptoms of fever, cough, or worsening respiratory symptoms, or any known exposure to a person with COVID-19 should not attend any League activity until cleared by a medical professional.
- Any individual, including players, at risk for severe illness or with serious underlying medical or respiratory condition should only attend League activities with permission from a medical professional.





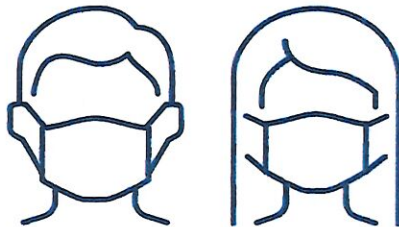
# On-Field Guidance

## Healthy Practices:

- All players and coaches should practice good general health habits, including maintenance of adequate hydration, consumption of a varied, vitamin-rich diet with sufficient vegetables and fruits, and getting adequate sleep.

## No Handshakes/Personal Contact Celebrations:

- Players and coaches should take measures to prevent all but the essential contact necessary to play the game. This should include refraining from handshakes, high fives, fist/elbow bumps, chest bumps, group celebrations, etc.
- Players and families should vacate the field/facility as soon as is reasonably possible after the conclusion of their game to minimize unnecessary contact with players, coaches, and spectators from the next game, ideally within 20 minutes.



## Drinks and Snacks:

- Athletes, managers/coaches, and umpires should bring their own personal drinks to all team activities. Drinks should be labeled with the person's name.
- Individuals should take their own drink containers home each night for cleaning and sanitation or use single-use bottles.
- There should be no use of shared or team beverages.
- Teams should not share any snacks or food. Players should bring individual, pre-packaged food, if needed.

## Personal Protective Equipment (PPE):

- All managers/coaches, volunteers, umpires, etc., should wear PPE whenever applicable and possible, such as cloth face coverings.
- Players should wear cloth face coverings when in close contact areas and in places where recommended social distancing is challenging or not feasible, such as in dugouts.
- Players should not wear protective medical gloves on the field during game play.
- Players, especially at younger divisions, are not required to wear a cloth face covering while on the field during game play.
- Players will be permitted to wear a cloth face covering on the field during game play, if physically able to do so, based on any directive of a medical provider or individual determination of the player/ parent/ guardian/caretaker.
- Cloth face coverings should not be placed on young children under

age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.

## Dugouts:

- Managers/coaches and players should be assigned spots in the dugout or on the bleachers so that they are at least six feet apart and must be placed behind a fence.
- Players are to stay at their assigned spots when on the bench or while waiting their turn to bat.
- Players and managers/coaches should wear a cloth face covering while in the dugout.

## Player Equipment:

- No personal player bags/equipment bags should be allowed in the dugout. Player equipment should be spaced accordingly outside the dugout to prevent direct contact.
- Players should have their own individual equipment.
- Measures should be enacted to avoid, or minimize, equipment sharing when feasible.
- Some critical equipment may not be able to be obtained by every individual. When it is necessary to share critical or limited equipment, all surfaces of each piece of shared equipment must be cleaned first and then disinfected with an EPA-approved disinfectant against COVID-19 and allowed sufficient time to dry before used by a new player. Increased attention should be paid to detailed cleaning of all equipment directly contacting the head and face.

- Player's equipment (e.g. bags, gloves, etc.) should be cleaned and disinfected after each use by a parent/guardian/caretaker, where applicable.
- Individuals disinfecting equipment are encouraged to use gloves while using disinfectants and follow the manufacturer's directions for use. All disinfectants should be stored properly, in a safe area, out of the reach of children.
- Players should not share towels, clothing, or other items that they may use to wipe their face or hands

## Kickballs:

- Kickballs should be rotated through on a regular basis, at least every two innings, to limit individual contact.
- Umpires should limit their contact with the ball, and catchers should retrieve foul balls and passed balls where possible.
- Balls used in infield/outfield warm-up should be isolated from a shared ball container.
- Foul balls landing outside the field of play should be retrieved by participating players, coaches, and umpires. No spectators should retrieve the ball.
- Spitting, Sunflower Seeds, Gum, etc.:
- Sunflower seeds, gum, etc., should not be allowed in dugouts or on the playing field.
- All players and coaches are to refrain from spitting at all times, including in dugout areas and on the playing field.

# Facility, Fan, and Administrative Guidance **Part 2**



## **Concession Stands:**

- No food or concession sales should be allowed at facilities.
- Families are encouraged to bring their own food/beverages.

## **Post Information to Promote Everyday Preventive Actions:**

- Leagues should display posters and signs throughout the park to frequently remind visitors to take steps to prevent the spread of COVID-19. These messages may include information about:

**Staying home if you are sick or do not feel well, and what to do if you're sick or feel ill.**

## **Public Restrooms:**

- Communicate information on available facilities and policies to all parents prior to resuming or beginning season.
- Access to public restrooms should be limited if possible.
- A "one-in-one-out" policy, where only one individual is permitted within the restroom at one time, should be implemented to ensure adequate distancing in the confined restroom space.
- Prior to and after any league activity, restrooms should be thoroughly cleaned and disinfected. Restrooms should be disinfected on a regular basis.
- Public water fountains or refillable water stations should not be used, and should be turned off to discourage use, if possible.

Using social distancing and maintaining at least six feet between individuals in all areas of the park.

The CDC has downloadable resources available to post at public places; and leagues are encouraged to utilize additional resources from their state or local authorities.

## **Member Communication:**

- Local leagues should disseminate information to all families, volunteers, and spectators about the Coronavirus risk and the efforts your league will be undertaking to mitigate those risks, as outlined above. Information should be disseminated by way of email, league website, social media, coach talks, and public announcements.
- Designate a league board representative to be responsible for COVID19 concerns (e.g. Safety Officer)





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** City Emergency Operating Ordinance

☐ AGREEMENT  
☒ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☐ OTHER

Submitted: 5-10-2021 Work Session: None Council Meeting: 5-10-2021

**DEPARTMENT:** Mayor / City Attorney

**BUDGET IMPACT:** None

**PUBLIC HEARING?** ☐ Yes ☒ No

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**PURPOSE:** Discussion of and consideration of amendments and/or adoption of City's 7th Emergency Ordinance (5-10-2021).

**HISTORY:** This update to the City's Emergency Ordinance, first enacted in April 2020, addresses the continuing and evolving nature of the COVID-19 pandemic as well as changes made by the Governor's Executive Order regarding same (April 23, 2021), renewing the State's Public Health State of Emergency until May 30, 2021. This Ordinance (i) provides for exceptions to be made by the Mayor and City Council regarding public buildings and parks, and (ii) does not alter requirements imposed by the City's existing mask ordinance, adopted 7-8-20.

**RECOMMENDED ACTION:** Discussion and consideration of amendments and/or adoption.

  
Elizabeth Carr-Hurst, Mayor

1       **SEVENTH (7TH) EMERGENCY ORDINANCE (5-10-2021) OF THE CITY OF**  
2 **FAIRBURN, GEORGIA, TO PROVIDE FOR THE HEALTH, SAFETY AND WELFARE**  
3 **OF THE GENERAL PUBLIC; TO ADDRESS THE GLOBAL COVID-19 PANDEMIC;**  
4 **TO PROVIDE FOR THE CLOSURE OF LOCATIONS OF PUBLIC GATHERINGS; TO**  
5 **REQUIRE CERTAIN BEST PRACTICES IN RESPONSE TO THE THREAT; TO**  
6 **ENCOURAGE THE IMPLEMENTATION OF BEST PRACTICES FOR INDIVIDUALS**  
7 **AND BUSINESSES; TO PROVIDE FOR AN EFFECTIVE DATE; TO PROVIDE FOR A**  
8 **FUTURE REEVALUATION OF SUCH PRACTICES IN THE FUTURE; AND FOR**  
9 **OTHER PURPOSES**

10  
11 **Whereas,** the global COVID-19 pandemic is continuing across the world and across the United  
12 States, including the State of Georgia, Fulton County and the City of Fairburn; and

13 **Whereas,** the number of life threatening COVID-19 cases are dramatically increasing all across  
14 the United States and the State of Georgia; and

15 **Whereas,** the novel coronavirus which causes the COVID-19 disease has been recognized by  
16 the World Health Organization and the United States Centers of Disease Control as an extremely  
17 contagious virus that poses a global health risk unlike any other confronted in the last hundred  
18 years of human history; and

19 **Whereas,** the President of the United States has declared the spread of COVID-19 a national  
20 emergency; and

21 **Whereas,** the Governor of Georgia has declared the spread of COVID-19 a public health  
22 emergency in the state; and

23 **Whereas,** the health, safety, and welfare of residents, businesses, employees, and visitors are the  
24 top priority of the Mayor and City Council of the City of Fairburn; and

25 **Whereas,** the Mayor and City Council have been closely monitoring the spread of COVID-19,  
26 as well as the guidance from medical professionals across the United States and State of Georgia,  
27 which guidance and recommendations are calculated to slow the spread of the disease and  
28 prevent a potential breakdown of the nation's health care system as it struggles to address and  
29 control not only the spread of the coronavirus, but the deadly consequences of the infection and  
30 resulting COVID-19 disease; and

31 **Whereas,** the Mayor and City Council believes it is necessary to provide guidance and  
32 requirements for the near-term operation of public facilities and businesses within the territorial  
33 limits of the City of Fairburn in order to assist in the slowing the progression of the infection and



1 its consequences for both individuals and the long-term health of both individuals and local  
2 businesses; and,

3 **Whereas**, this emergency ordinance of the City of Fairburn, Georgia is enacted pursuant to the  
4 authority contained in Title 38, Chapter 3 of the Official Code of Georgia, Annotated and  
5 Section 26-54 et seq. of the City of Fairburn Code of Ordinances and, generally, pursuant to the  
6 Constitution of the State of Georgia and such statutes of the State of Georgia authorizing the City  
7 of Fairburn to enact and enforce such local ordinances as are necessary and appropriate to protect  
8 the health, safety and welfare of residents and visitors in the City of Fairburn.

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

11 **Section 1. Declaration of Public Health Emergency.**

12 It is hereby declared that the spread of the coronavirus and the resulting COVID-19 disease  
13 constitutes a public health emergency within the territorial limits of the City of Fairburn.

14 **Section 2. Effective Dates.**

15 This Emergency Ordinance and the requirements set forth herein, unless more specifically  
16 provided for herein, shall be in force and effect until 11:59 P.M., Monday, June 14, 2021, unless  
17 sooner repealed, modified, or extended by the Mayor and City Council.

18 **Section 3. Access to Public Facilities.**

19 Except as may be otherwise permitted and approved by the Mayor and City Council, activity  
20 within City of Fairburn parks, and the City Municipal Court, parks and municipal facilities are  
21 hereby closed to members of the general public. Such parks and municipal facilities, including  
22 City Hall, shall be open to essential City employees who shall be identified by the Mayor acting  
23 in the Mayor's authority as the City's Chief Executive Officer. Members of the general public  
24 having necessary business to conduct in municipal facilities (not including municipal parks) shall  
25 be permitted to conduct such business with city officials and employees by telephonic and  
26 electronic means, and by in-person appointments arranged in advance through the office of the  
27 Director of Human Services. Such in-person appointments, when required and permitted, shall  
28 be conducted in accordance with best practices then in place and recommended by public health  
29 officials, including, without being limited to, the maintenance of a not less than six (6) foot space  
30 between individuals present and, in no event, shall more than ten (10) individuals be allowed at  
31 any such gathering. The City's Director of Recreation is directed to continue work with the

governing authority and applicable City departments to permit reasonable, safe use of park facilities.

**Section 4. Restaurants, Bars, Nightclubs and Fast-Food Establishments.**

Restaurants, bars, nightclubs, fast-food establishments and any other businesses which sell food and/or beverages for consumption on the premises of shall comply with the requirements applicable to same as set forth in the applicable State of Georgia Executive Orders, which can be viewed at the following:

<https://gov.georgia.gov/executive-action/executive-orders/2021-executive-orders>

**Section 5. Temporary Sale of Alcoholic Beverages for Take-Out.**

No longer applicable.

**Section 6. Maintenance of Individual Space and Best Health Care Practices.**

All businesses within the territorial limits of the City of Fairburn shall establish and enforce within their premises, to the greatest extent possible, rules, procedures and systems to promote best practices then in place and recommended by public health officials.

**Section 7. Essential Businesses.**

No longer applicable.

**Section 8. Closure of Non-Essential Businesses.**

No longer applicable.

**Section 9. Non-Business, Social Gatherings.**

All non-business and social gatherings in locations open to members of the general public, including facilities for worship, funerals, and for the conducting of the business of private social organizations, including fraternal organizations and private membership clubs, are strongly encouraged to conduct such gatherings through electronic and virtual means and shall, to the greatest extent possible, follow rules, procedures and systems to promote best practices then in place and recommended by public health officials. At all such gatherings, attendees shall be provided the means for the washing of hands with warm water and soap and/or with hand sanitizer containing at least sixty percent (60%) alcohol.

**Section 10. General Requirements; Sheltering in Place When Applicable.**

All residents of the City of Fairburn are strongly encouraged to implement the best practices recommended by public health officials to control the spread of the coronavirus and the COVID-19 disease. Residents are strongly encouraged to frequently review such recommendations and



shall comply with the requirements applicable to same as set forth in the applicable State of Georgia Executive Orders, which can be viewed at the following:

<a href="http://www.who.int">www.who.int</a>	World Health Organization
<a href="http://www.cdc.gov">www.cdc.gov</a>	U.S. Centers for Disease Control and Prevention
<a href="http://www.hhs.gov">www.hhs.gov</a>	U.S. Department of Health and Human Services
<a href="http://www.nih.gov">www.nih.gov</a>	U.S. National Institute of Health
<a href="http://www.dph.georgia.gov">www.dph.georgia.gov</a>	Georgia Department of Health
<a href="http://www.fultoncountyboh.org">www.fultoncountyboh.org</a>	Fulton County Board of Health
<a href="https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders">https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders</a>	

**Section 11. Evolving Nature of the Pandemic; Non-Substantial Ordinance Changes.**

The Mayor and City Council recognize that the provisions of this Ordinance may be burdensome to individuals and businesses, and that all Fairburn residents and city visitors may be required to make certain financial and individual sacrifices. The Mayor and City Council further recognize, however, that these burdens, sacrifices and inconveniences are necessary and appropriate to help manage the potentially devastating effects of the global coronavirus pandemic. In the event, due to the continually evolving nature of the pandemic, it becomes necessary and appropriate to make changes to this Ordinance, the Mayor, acting in the Mayor's authority as the City's Chief Executive Officer, after consultation with the City Attorney and notice to members of the City Council, is authorized to make and publish changes to this Ordinance.

**Section 12. Municipal Purchasing; Permitting and Licensing.**

No longer Applicable.

**Section 13. City Government Meetings.**

During the term of this Emergency Ordinance, pursuant to Section 50-14-1(g) of the Georgia Open Meetings Act, all scheduled meetings of the Mayor and City Council, as approved by same for year 2021, and other boards, commissions and authorities of the City, unless otherwise canceled or rescheduled, will be conducted by electronic means, either telephonically or by electronic means providing voice and live-streaming video.

**Section 14. Posting.**

The Mayor's designee is authorized and directed to post this Ordinance at City facilities, including, without being limited to, City Hall; other City business locations; and entrances to City parks.

1   **Section 15.   Governor's Executive Order.**

2   The Governor's current Executive Order, unless further extended is set to expire at 11:59 P.M. on  
3   May 30, 2021.

4   **Section 16.   Effect of City's Emergency Ordinance.**

5   This Emergency Ordinance shall remain in place until such time as it terminates or is otherwise  
6   terminated or modified by the Mayor and City Council. More specifically, all provisions of the  
7   City's Emergency Ordinance regarding City operations and access to and use of City facilities,  
8   including buildings and parks, shall remain in effect.

9   **Section 17.   Additional Compensation For Identified Essential City Employees.**

10   No longer applicable. Additional compensation pursuant to this Emergency Ordinance ended  
11   with the April 2, 2021 pay period.

12   **Section 18.   Wearing of a Face Covering or Mask Required in Commercial**  
13   **Establishments.**

14   Businesses and patrons of commercial businesses within the City of Fairburn shall comply with  
15   the requirements of the City's Ordinance requiring the wearing of a face covering or mask, as set  
16   forth in same, adopted July 8, 2020, the requirements and particularities of which are hereby  
17   incorporated herein by reference.

18   **Be It Ordained by the Mayor and City Council of the City of Fairburn,** this 10th day of  
19   May, 2021.

20  
21  
22   \_\_\_\_\_  
23   **Elizabeth Carr-Hurst, Mayor**

24   **Attest:**

25  
26   \_\_\_\_\_  
27   **Shana Moss, Interim City Clerk**

28  
29   **Approved as to Form:**

30  
31   \_\_\_\_\_  
32   **William R. Turner, City Attorney**  
33  
34  
35





# THE STATE OF GEORGIA

## EXECUTIVE ORDER

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BY THE GOVERNOR:

### STATE OF EMERGENCY FOR STORM DAMAGE RENEWAL

**WHEREAS:** A severe storm system moved across the State of Georgia beginning April 12, 2020 and continuing through the morning hours of April 13, 2020, producing tornadoes, straight line winds, and excessive rainfall; and

**WHEREAS:** I signed Executive Order 04.13.20.01 declaring a State of Emergency; and

**WHEREAS:** A severe storm system moved across the State of Georgia on April 23, 2020, producing tornadoes, straight line winds, and excessive rainfall; and

**WHEREAS:** Executive Order 04.13.20.01 is set to expire on April 23, 2020, at 11:59 P.M.; and

**WHEREAS:** Code Section 38-3-51 vests the Governor with the authority to bring emergency situations under control by issuing orders, rules, regulations to protect the safety and welfare of the public, and to renew declarations of a state of emergency.

**NOW, THEREFORE, PURSUANT TO CODE SECTION 38-3-51, AND THE AUTHORITY VESTED IN ME AS GOVERNOR OF THE STATE OF GEORGIA, IT IS HEREBY**

**ORDERED:** That Executive Order 04.13.20.01 is hereby renewed for fourteen (14) days until May 7, 2020, at 11:59 P.M.

**IT IS FURTHER**

**ORDERED:** That any orders derivative of or appurtenant to this Order addressing this State of Emergency for Storm Damage shall not infringe, overturn, or in any way amend any orders that have been issued for

the purpose of responding to the Public Health State of Emergency declared by Executive Order 03.14.20.01 and renewed by Executive Order 04.08.20.02.

**IT IS FURTHER**

**ORDERED:** All provisions of this Order shall become effective upon signature.

This 23<sup>rd</sup> day of April 2020 at 5:50 P.M.

B:PL

GOVERNOR