



## City of Fairburn Council Meeting- Zoom

June 14, 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:

**Mrs. Deannia Ray**  
City Clerk

III. Invocation:

**Bishop Aaron B. Lackey**  
Temple of Prayer Family Worship  
Cathedral UCOGIC

IV. Adoption of City Council Minutes:

**Councilmembers**

- May 24, 2021 - City Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

**Councilmembers**

VI. Presentation

**Councilmember James Whitmore**

- Juneteenth Proclamation

VII. Discussions:

**Office of the Mayor**

- For Mayor and Council to Discuss the TSPLOST IGA with Cities

VIII. 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.

IX. Agenda Items:

1. **Street Department** **Ms. Gail Higgs**  
For Mayor and Council to Approve the Samsara Fleet Maintenance GPS Software and Camera System for City Vehicles
2. **Community Development** **Mr. Lester Thompson**  
For Mayor and Council to Approve the Proposed TSPLOST – 2 Project List
3. **Community Development** **Mr. Lester Thompson**  
For Mayor and Council to Approve the Task Order # 7 with Atlas Technical Consultants to Conduct a Pavement Evaluation
4. **Community Development** **Mr. Lester Thompson**  
For Mayor and Council to Approve the Task Order # 16 with Pond & Company for Professional Engineering & Landscape Architectural Services
5. **Community Development** **Mr. Lester Thompson**  
For Mayor and Council to Approve an Intergovernmental Agreement with the City of South Fulton for the Oakley Industrial Boulevard Full-Depth Reclamation Project
6. **Finance Department** **Mr. Rodrique Taylor**  
For Mayor and Council to Approve the Staff Recommended Projects for the American Rescue Act Funding
7. **Finance Department** **Mr. Rodrique Taylor**  
For Mayor and Council to Approve the Six-Month Update for Fiscal Year 2020-2021 (October 1, 2020 – September 30, 2021)

- X. Council Comments **Councilmembers**
- XI. Executive Session **Real Estate**
- XII. Adjournment **Councilmembers**

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

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



# Proclamation

## TO RECOGNIZE JUNETEENTH IN THE CITY OF FAIRBURN GEORGIA

**WHEREAS**, Juneteenth, or Juneteenth Independence Day, commemorates the traditional observance of the end of slavery in the United States and is observed annually on June 19; **and**

**WHEREAS**, On January 1, 1863, President Lincoln issued the Emancipation Proclamation, declaring that "all persons held as slaves within any State or designated part of a State, the people whereof shall then be in rebellion against the United States, shall be then, thenceforward, and forever free". President Lincoln correctly believed slavery to be in violation of the principles of the Declaration of Independence and that its abolition represented a "new birth of freedom" for the United States; **and**

**WHEREAS**, On June 19, 1865, Union Major General Gordon Granger and his regiment arrived in Galveston and spread the word that slavery had been abolished; **and**

**WHEREAS**, In 1866, the first official Juneteenth celebrations took place in Texas and have continued across the United States throughout the years. Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery; **and**

**WHEREAS**, Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made, and continue to make, in Fairburn and across our Nation.

**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 would like to recognize June 19<sup>th</sup> as Juneteenth in the City of Fairburn on this 14<sup>th</sup> day of June 2021.

Signed:

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





**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: FOR MAYOR AND COUNCIL TO DISCUSS THE TSPLOST IGA WITH THE QUALIFYING MUNICIPALITIES**

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

**Submitted: 06/07/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Office of the Mayor

**BUDGET IMPACT:** None

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

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**PURPOSE:** For Mayor and Council to Discuss the TSPLOST IGA with Cities

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** To Discuss the TSPLOST Intergovernmental Agreement Between Fulton County, Georgia and all Qualifying Municipalities.

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





**CITY OF FAIRBURN  
CITY COUNCIL AGENDA ITEM**

**SUBJECT: APPROVAL OF SAMSARA FLEET MAINTENANCE GPS SOFTWARE AND CAMERA SYSTEM FOR CITY VEHICLES**

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

**Submitted: 05/19/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** All City Departments

**BUDGET IMPACT:** The proposed expenditures will come from various departments. Line-item Contract Services 100-xxxx-52-3900. The FY 2021 impact is \$8,976. FY 2022 Impact is \$ 32,724, FY 2023 impact is \$32,724, and FY 2024 impact is \$24,543. **Total Cost \$98, 967**

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

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**PURPOSE:** For Mayor and Council to approve the purchase of a combined hardware, software, and cloud-based fleet management GPS software system from Samsara Network Inc.

**HISTORY:** The software is designed to enable management to monitor driver's speeds, routes, fuel consumption, and heavy traffic navigation.

**FACTS AND ISSUES:** Through the purchase of the Fleet Management GPS software, the objective is to provide real time visibility, accident prevention, and ability to increase productivity of City vehicles and to reduce operating costs. The software will also provide maintenance alerts, up to date maintenance reports, and live video of in cab activity.

After carefully reviewing the needs of the City, staff concluded the software from Samsara is best suited for the City vehicles.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the purchase and implementation of the Samsara GPS Fleet Management Software System for City vehicles.

  
Elizabeth Carr-Hurst, Mayor

| Department & Number of Vehicles | Number of Gateways (GPS) | Number of Cameras | 3 Month Cost July-Sept 2021 | Year 2 Cost Oct 2021 – Sept 2022 | Year 3 Cost Oct 2022 – Sept 2023 | 9 Month Cost Oct 2023 – June 2024 | Total Per Dept (3 Years)       |
|---------------------------------|--------------------------|-------------------|-----------------------------|----------------------------------|----------------------------------|-----------------------------------|--------------------------------|
| Code Enforcement                | 4                        | 0                 | \$276                       | \$1104                           | \$1104                           | \$828                             | \$3312                         |
| Electric                        | 9                        | 9                 | \$1971                      | \$7884                           | \$7884                           | \$5913                            | \$23,652                       |
| Street                          | 14                       | 13                | \$2916                      | \$11,664                         | \$11,664                         | \$8748                            | \$34,992                       |
| Water                           | 8                        | 8                 | \$1752                      | \$7008                           | \$7008                           | \$5256                            | \$21,024                       |
| Garage                          | 2                        | 2                 | \$438                       | \$1752                           | \$1752                           | \$1314                            | \$5256                         |
| Property Mgmt                   | 2                        | 0                 | \$138                       | \$552                            | \$552                            | \$414                             | \$1656                         |
| City Hall                       | 1                        | 0                 | \$69                        | \$276                            | \$276                            | \$207                             | \$828                          |
| Fire                            | 6                        | 0                 | \$414                       | \$1656                           | \$1656                           | \$1242                            | \$4968                         |
| Planning & Zoning               | 1                        | 0                 | \$69                        | \$276                            | \$276                            | \$207                             | \$828                          |
| Engineering                     | 1                        | 0                 | \$69                        | \$276                            | \$276                            | \$207                             | \$828                          |
| Parks & Rec                     | 1                        | 0                 | \$69                        | \$276                            | \$276                            | \$207                             | \$828                          |
| <b>TOTALS</b>                   | <b>49 Gateways</b>       | <b>32 Cameras</b> |                             |                                  |                                  |                                   | <b>\$98,172 (3 Year Total)</b> |

There is a one-time Shipping & Handling fee of \$795 (Not Included in the total).

This will be divided amongst 11 departments @ \$72.27





Samsara Networks Inc  
 444 De Haro St Suite 101  
 San Francisco, CA 94107  
 www.samsara.com

**QUOTE #Q-105246**

**Issued** 04-12-2021  
**Expires** 06-18-2021

**Prepared For:**  
 City of Fairburn  
 56 Malone St Sw  
 Fairburn, Georgia  
 30213-1341

**Prepared By:**  
 Lara Caoile  
 lara.caoile@samsara.com

Start Date: 7/1/2021  
 End Date: 7/1/2024

**Quote Summary**

**Subtotal**

Hardware and Accessories

\$0.00

**Licenses**

License Term – 36  
 Months

Shipping and Handling \$795.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

**First Year Payment \$8,976.00**

**Payment Year 2 \$32,724.00**

**Payment Year 3 \$32,724.00**

**Payment Year 4 \$24,543.00**

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.  
 If Sales tax is "Pending" – Final amount will be provided prior to payment  
 \*3% fee charged on non-ACH charges (Canada Exempt)  
 \*Sales tax subject to change



Samsara Networks Inc  
 444 De Haro St Suite 101  
 San Francisco, CA 94107  
 www.samsara.com

**SHIP TO Michael Yancey**  
 102 Howell Ave  
 Fairburn, Georgia, 30213  
 United States

**Code Enforcement**

| Hardware and Accessories                           | Quantity | Net Unit Price | Total Price |
|--|----------|----------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 4        | \$0.00         | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 4        | \$276.00       | \$1,104.00  |
|  |          |                | \$1,104.00  |

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 102 Howell Ave  
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 United States

**Electric**

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 9        | \$0.00             | \$0.00      |
| Dual-facing dash-camera, series 3.<br>HW-CM32      | 9        | \$0.00             | \$0.00      |
| License for Dual-Facing Camera<br>LIC-CM2-ENT      | 9        | \$600.00           | \$5,400.00  |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 9        | \$276.00           | \$2,484.00  |
|  |          | Annual License Due | \$7,884.00  |





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102 Howell Ave  
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United States

### Street

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 14       | \$0.00             | \$0.00      |
| Dual-facing dash-camera, series 3.<br>HW-CM32      | 13       | \$0.00             | \$0.00      |
| License for Dual-Facing Camera<br>LIC-CM2-ENT      | 13       | \$600.00           | \$7,800     |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 14       | \$276.00           | \$3,864.00  |
|  |          | Annual License Due | \$11,664.00 |

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United States

### Water

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 8        | \$0.00             | \$0.00      |
| Dual-facing dash-camera, series 3.<br>HW-CM32      | 8        | \$0.00             | \$0.00      |
| License for Dual-Facing Camera<br>LIC-CM2-ENT      | 8        | \$600.00           | \$4,800     |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 8        | \$276.00           | \$2,208     |
|  |          | Annual License Due | \$7,008.00  |

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### Garage

| Hardware and Accessories                                      | Quantity | Net Unit Price     | Total Price |
|---|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br><del>CBL-VG-BOBDII-Y1</del> | 2        | \$0.00             | \$0.00      |
| License for Dual-Facing Camera<br>LIC-CM2-ENT                 | 2        | \$600.00           | \$1,200.00  |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS              | 2        | \$276.00           | \$552.00    |
|   |          | Annual License Due | \$1,752.00  |



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 United States

**Property  
 Management**

| Hardware and Accessories                           | Quantity | Net Unit Price        | Total Price |
|--|----------|-----------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 2        | \$0.00                | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 2        | \$276.00              | \$552.00    |
|  |          | Annual License<br>Due | \$552.00    |

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**City Hall**

| Hardware and Accessories                           | Quantity | Net Unit Price        | Total Price |
|--|----------|-----------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 1        | \$0.00                | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 1        | \$276.00              | \$276.00    |
|  |          | Annual License<br>Due | \$276.00    |

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**Fire**

| Hardware and Accessories                           | Quantity | Net Unit Price        | Total Price |
|--|----------|-----------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 6        | \$0.00                | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 6        | \$276.00              | \$1,656.00  |
|  |          | Annual License<br>Due | \$1,656.00  |





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 United States

**Planning & Zoning**

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 1        | \$0.00             | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 1        | \$276.00           | \$276.00    |
|  |          | Annual License Due | \$276.00    |

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 Fairburn, Georgia, 30213  
 United States

**City Engineer**

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 1        | \$0.00             | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 1        | \$276.00           | \$276.00    |
|  |          | Annual License Due | \$276.00    |

**SHIP TO Michael Yancey**  
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 Fairburn, Georgia, 30213  
 United States

**Parks and Recreation**

| Hardware and Accessories                           | Quantity | Net Unit Price     | Total Price |
|--|----------|--------------------|-------------|
| VG34 OBDII J1962 L-mount cable<br>CBL-VG-BOBDII-Y1 | 1        | \$0.00             | \$0.00      |
| License for Vehicle Gateways<br>ELD<br>LIC-VG-PS   | 1        | \$276.00           | \$276.00    |
|  |          | Annual License Due | \$276.00    |



Samsara Networks Inc  
444 De Haro St Suite 101  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

## **Thank you for considering Samsara for your fleet.**

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

### **What is included?**

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Networks Inc  
444 De Haro St Suite 101  
San Francisco, CA 94107  
[www.samsara.com](http://www.samsara.com)

## Payment Terms

This order form includes a Service License cost to be paid annually. The annual fees are payable by recurring wire transfer. All transfers are subject to a 3% processing fee unless the wire transfer is initiated by Samsara via ACH, in which case the 3% processing fee will be waived. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

## License Term

The license term begins on the day your Samsara hardware ships. If you wish to continue using the service when your license term ends, you may renew your license. Samsara hardware requires a valid license to function.

## Support and Warranty

Samsara stands behind its Products. The following Hardware come with a five (5) year warranty: VG-series gateways, GW22 gateways, IG-series gateways, CM-series cameras, and HM-series monitors. All other Hardware products come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced. Additional support information can be found at [www.samsara.com/support](http://www.samsara.com/support).

## Terms

Your use and access of the Hardware, Products, Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>. You agree to be bound by those terms of service unless otherwise agreed to herein or in another agreement. Any terms used but not defined herein, shall have the meanings defined Samsara's terms of service or as otherwise agreed in another agreement.

The continuation of this Agreement on an annual basis after the Effective Date is contingent upon the appropriation of sufficient funds. If sufficient funds fail to be appropriated to provide for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the subsequent fiscal year for which funds have not been appropriated. Samsara shall be entitled to payment for deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Agreement close-out costs.





Samsara Networks Inc  
444 De Haro St Suite 101  
San Francisco, CA 94107  
www.samsara.com

### Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as approved in writing by the Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between Customer and Samsara Networks Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Please confirm acceptance of this Order Form by signing below:

Signature

---

Print Name:

---

Date:

---

## Samsara Terms of Service

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Welcome to Samsara. Please read these Terms of Service (the "**Terms**") carefully because they govern your use of our products and services. The Customer, together with Samsara, are referred to as the "**Parties**".

### 1. Definitions.

1.1 "**Account**" means the accounts Customer creates, via the Hosted Software, to access Customer Data.

1.2 "**Affiliates**" means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 "**Apps**" means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 "**Authorized User**" means Customer's employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 "**Customer**" or "**you**" means the company or legal entity for which you are accepting these Terms, and Affiliates of that company or entity.

1.6 "**Customer Data**" means data captured by Customer's use of the Hardware, data submitted by Customer or by a third party on Customer's behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.7 "**Documentation**" means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.8 "**Firmware**" means software embedded in or otherwise running on the Hardware.

1.9 "**Hardware**" means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer has purchased, received for a free trial, or has otherwise acquired via an Order Form.

1.10 "**Hosted Software**" means Samsara's web-based software platform, including the interface accessed online at [cloud.samsara.com](https://cloud.samsara.com).

1.11 "**License Expiration Date**" means the later of (i) the license termination date specified in the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you ("**Initial Term**"), and (ii) if applicable to such contract the end of the then-active Renewal Term (as defined below).

1.12 "**Order Form**" means the quote describing the purchase of Samsara Products and licenses issued by Samsara.

1.13 "**Pre-Launch Offerings**" means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.



1.14 **"Products"** means the Hardware and Services.

1.15 **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.16 **"Refund"** means an amount refunded to the Customer pursuant to these Terms equal to (i) pre-paid fees for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.17 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with these Terms, and Support Services.

1.18 **"Services"** means the Samsara Software and Professional Services.

1.19 **"Support Services"** means the customer support services described at [www.samsara.com/support](http://www.samsara.com/support), and Documentation, but excluding any Professional Services.

2. Agreement to Terms. By clicking a box indicating your acceptance of these Terms, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, you accept and agree to be bound by these Terms. If you do not agree to these Terms or you are not authorized to access and/or use the Products, you shall not access or use the Products. If you are accessing and/or using the Products on behalf of a company (such as your employer) or other legal entity that is our Customer, you agree to these Terms on behalf of such company or other legal entity, and you represent and warrant that you have the authority to bind such company or other legal entity to these Terms. If you have entered into a separate contract with Samsara with respect to your purchase of Products or under which Products are made available to you, to the extent there is a conflict between such separate contract with Samsara and these Terms, such separate contract with Samsara shall prevail. References to "you" and "your" in these Terms refer to that company or other legal entity, our Customer. You may not use the Products if you are our direct competitor, as determined in our sole discretion, except with our prior written consent.

3. Changes to Terms or Services. Samsara may modify the Terms at any time, in our sole discretion. If Samsara does so, Samsara will inform you either by posting the modified Terms within the Services or through other communications with you, our Customer. It's important that you review the Terms whenever Samsara modifies them because if you continue to use the Products after Samsara has posted modified Terms on the Services, you are indicating to Samsara that you agree to be bound by the modified Terms. If you don't agree to be bound by the modified Terms, then you may not continue to use the Products.

4. License. Subject to the terms and conditions specified in these Terms or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software in accordance with the Documentation, until the License Expiration Date for the applicable Order Form or the earlier termination of such Order Form or these Terms. The Support Services and the Hosted Software SLA at <https://www.samsara.com/hosted-software-sla> are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software.

5. License Restrictions. Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any



individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software, Samsara's computer systems, or the technical delivery systems of Samsara's providers; (iii) probe, scan or test the vulnerability of any Samsara system or network or breach any security or authentication; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Samsara or any of Samsara's providers or any other third party (including another user) to protect the Samsara Software; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party; (vi) unless permitted under applicable law, decipher, disassemble, decompile or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) hack into, disable, disrupt, or access without authorization any part of the Services; (viii) impersonate or misrepresent an affiliation with any person or entity; (ix) use or access the Samsara Software for any competitive purpose; (x) perform benchmark testing on the Samsara Software; (xi) violate any applicable law or regulation; or (xii) encourage or enable any other individual to do any of the foregoing. Samsara has the right to investigate violations of these Terms or conduct that affects the Samsara Software. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. Hardware Installation and Equipment Maintenance. Customer is responsible for installation of the Hardware and ongoing maintenance of any equipment into which Hardware is installed. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any equipment into which Hardware is installed. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the equipment into which Hardware is installed can lead to damage of such equipment or dangerous or life-threatening conditions, which can cause property damage, bodily injury, and/or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please visit <https://www.samsara.com/support/hardware-warranty>.

7. Product Updates.

7.1 General. Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Customer Samsara Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting the Products or Services you have ordered in accordance with these Terms without replacing them with an updated version or newer model, you may request a Refund. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 Pre-Launch Offerings. From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to provide all feedback reasonably requested by Samsara regarding such Pre-Launch Offerings and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by Customer to Samsara related to the Pre-Launch Offering. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer; (ii) Customer agrees to assume all risk, and waive and release Samsara from any claims, liabilities, damages, and losses, arising from or related to, directly or indirectly, the Pre-Launch Offerings; and (iii) Customer agrees to, without limitation as to amount, defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact,



interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under these Terms.

8. Payment, Shipping, and Delivery. The payment and billing terms are set forth in the applicable Order Form. Samsara may submit Customer contact information and information related to the timeliness of Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, however designated or incurred under these Terms, and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. All shipments are FOB (Incoterm 2010) origin, freight pre-paid and added to the Customer's invoice.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Services. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Samsara Software (i) in order to provide the Samsara Software to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Samsara Software. Such use shall survive the termination of these Terms, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time through the export features in the Samsara dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty. Customer represents and warrants that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with these Terms and (ii) no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.



10.3 Data Protection Addendum. The "**Data Protection Addendum**" at <https://www.samsara.com/data-protection-addendum> sets forth the Parties' agreement with respect to the terms governing any Processing of Personal Data by Samsara on the Customer's behalf pursuant to these Terms. The Data Protection Addendum forms part of these Terms and supersedes any prior agreements regarding Customer Personal Data. The terms "**Processing**", "**Personal Data**", and "**Customer Personal Data**" used in this Section are all defined in the Data Protection Addendum.

11. Confidentiality.

11.1 Confidential Information. "**Confidential Information**" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes information related to any Products, including the pricing thereof, customers, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, address book or CRM data, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without use or knowledge of or reference to any Confidential Information of the disclosing Party.

11.2 Confidentiality Obligations. The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any agents of receiving Party in performing under these Terms under reasonable confidentiality obligations); and (iii) not to use any such Confidential Information for any purpose except to perform under these Terms or as authorized by the disclosing Party. Notwithstanding anything to the contrary in these Terms, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, provided that the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. Proprietary Rights.

12.1 Samsara Software. Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under these Terms. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 Firmware. The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. The Firmware is protected by patent, copyright, trademark, and/or other laws of the United States and/or foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware,



including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. Wifi Data Usage. The Enterprise Vehicle Gateway License (LIC-VG-ENT) includes up to 500 MB per month of WiFi data. No other Vehicle Gateway license includes WiFi data, unless identified otherwise in the applicable Order Form together with the magnitude of data included. Connectivity between the Vehicle Gateway and Samsara Services does not count towards the monthly WiFi data provision. Samsara reserves the right to limit access to personal entertainment streaming services. Data usage above the monthly threshold may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of HOS Logs. Customer may track data usage from the Gateways page within the Settings section of the Samsara dashboard.

14. Links to and Integrations with Third Party Products or Services. The Products may contain links to and/or integrate with third party websites, resources, products and/or services. SAMSARA PROVIDES THESE LINKS AND INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE. Samsara is not responsible for the content, functionality, or availability of such third party products and/or services. Customer acknowledges sole responsibility for and assumes all risk arising from its use of any third party websites, resources, products and/or services and any links or integrations made available thereto.

15. Publicity. Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, customer lists, and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent.

16. Term. The term of these Terms begins upon the date on which you accept these Terms, by clicking a box indicating your acceptance, by executing an Order Form or other contract that references these Terms, by purchasing Products or otherwise entering into an Order Form or other contract with Samsara, a Samsara reseller, or any other entity or individual for the purchase of Products or under which Products are made available to you, or by otherwise accessing and/or using the Products, whichever is the earlier, and shall continue until (i) the License Expiration Date for the last active Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you, (ii) you are no longer authorized to access and/or use the Products, or (iii) these Terms are otherwise terminated earlier as provided hereunder, whichever is earliest.

16.1 Renewal. Unless you notify Samsara in writing of your intent to cancel the applicable Order Form or other contract you entered into for the purchase of Products or under which Products are made available to you at least thirty (30) days prior to the License Expiration Date, Samsara may renew your license term, effective on the License Expiration Date, for additional one-year periods (or, in Samsara's discretion, shorter periods to align license expiration dates across multiple active orders) (each such period a "Renewal Term") at any time up to ninety (90) days after the License Expiration Date. Subject to Samsara's renewal rights set forth in the foregoing sentence, you and Samsara may mutually agree to enter into a new Order Form to renew your license term upon the License Expiration Date, which new Order Form may include additional or different Products or license terms to the extent mutually agreed. If Samsara renews your license term as described in the first sentence of this paragraph, license pricing for each Renewal Term will not exceed the license price for the immediately preceding license period on a prorated basis (i.e., the Initial Term or immediately preceding Renewal Term, as applicable) plus 5% per year from the original purchase date, and your payment method and terms will remain the same as indicated on the applicable Order Form (e.g., monthly if you were allowed monthly payments, or yearly if you were allowed annual payments or upfront payment). Please email [renewals@samsara.com](mailto:renewals@samsara.com) for any questions regarding automatic renewal.



16.2 Termination. Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.3 Effect of Termination. Upon any termination or expiration of these Terms, the following Sections of these Terms will survive: 5 (License Restrictions), 7.2 (Pre-Launch Offerings), 8 (Payment, Shipping, and Delivery), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Governing Law), and 21 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty Disclaimers. THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Samsara makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the Samsara Hardware warranty, please visit <https://www.samsara.com/support/hardware-warranty>.

18. Limitation of Liability.

18.1 No Consequential Damages. NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.2 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.3 THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Any dispute arising from or relating to the subject matter of these Terms that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally settled by arbitration in Atlanta, Georgia, United States, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes.



20. Governing Law. These Terms and any action related thereto will be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to these Terms or Customer use of the Products will be the state and federal courts located in Fulton County, Georgia, United States, and both Parties consent to the jurisdiction of such courts with respect to any such actions.

21. General Terms.

21.1 Miscellaneous. These Terms together with any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and you regarding the Products, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Samsara and you regarding the Products. If there is a conflict between the terms of an Order Form and these Terms, then the terms of the Order Form controls over these Terms. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Samsara's prior written consent, except in the case of a merger, acquisition, or sale of all or substantially all assets of your company. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Samsara may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the Parties, their successors and permitted assigns. Any notices or other communications provided by Samsara under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; (ii) by posting to Samsara's website; or (iii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Either Party's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in these Terms, the exercise by either Party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

21.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara. To report any potential misuse or violation, please email [abuse@samsara.com](mailto:abuse@samsara.com).

21.3 Export Restrictions. Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

21.4 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21.5 Financed Purchases. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under these Terms. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by these Terms, or Samsara's obligations to you under these Terms. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach these Terms or the terms of the Financing Agreement. Any Refunds issued under this Agreement by Samsara shall be remitted to the Lender, and any impact such remittance has on your remaining payment obligations to Lender is governed by the Financing Agreement.

21.6 Contact Information. If you have any questions about these Terms or the Products, please contact Samsara at [info@samsara.com](mailto:info@samsara.com) or by mail at 1990 Alameda St., 5<sup>th</sup> Floor, San Francisco, CA 94103.

**Samsara Inc.**

By: A. Eltoukhy \_\_\_\_\_

Name: Adam Eltoukhy

Title: General Counsel

Date: May 18, 2021

**City of Fairburn**

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

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

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

Date: May \_\_\_\_, 2021





**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: APPROVAL OF THE PROPOSED TSPLOST 2 PROJECT LIST**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION                       OTHER

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** There is no immediate budget impact associated with this agenda item.

**PUBLIC HEARING?**  Yes                       No

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**PURPOSE:** For Mayor and Council to approve the proposed TSPLOST 2 Project List.

**HISTORY:** On November 8, 2016, Fulton County residents voted to approve a 0.75-cent sales tax for transportation purposes, Special Purpose Local Option Sales Tax for transportation purposes (TSPLOST). The funding was to be generated from within Fulton County, outside of the City of Atlanta. The sales tax started on April 1, 2017, and is scheduled to end on March 30, 2022, unless voters approve a five-year extension. In order to do so, a TSPLOST Referendum would need to be on the November 2021 ballot.

**FACTS AND ISSUES:** In order to prepare for the referendum, Fulton County is asking all jurisdictions to adopt/approve a project list by June 15<sup>th</sup>, 2021. These project lists will be included in the Intergovernmental Agreement between all of the jurisdictions as Exhibit A. The City of Fairburn's proposed project list was provided to Mayor and Council for review and comment on June 1<sup>st</sup>, 2021.

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the proposed TSPLOST 2 Project List.

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



**EXHIBIT A**  
**Fulton County Transportation Sales Tax (2022-2027)**  
**Projects and Purposes for Each Jurisdiction**

| Jurisdiction     | Purpose/Projects  | Project Number | Project-Level Costs | SPLOST Purpose Cost | Priority Tier |
|------------------|---|----------------|---------------------|---------------------|---------------|
|                  | <b>TIER 1 PURPOSES/PROJECTS</b>   |                |                     |                     |               |
| City of Fairburn | <b>Maintenance and Safety Enhancements</b>                                |                |                     | \$4,083,332         | 1             |
|                  | City-Wide Road Resurfacing  | FA-101         | \$4,083,332         |                     | 1             |
| City of Fairburn | <b>Pedestrian/Bike Improvements</b>                                       |                |                     | \$1,900,000         | 1             |
|                  | Pedestrian/Bike Improvements (Phase 1)                                    | FA-102         | \$1,900,000         |                     | 1             |
| City of Fairburn | <b>Roadway Projects</b>   |                |                     | \$6,100,000         | 1             |
|                  | Brooks Drive Widening & Reconstruction                                    | FA-103         | \$1,500,000         |                     | 1             |
|                  | Oakley Industrial Boulevard/Cleckler Road Extension                       | FA-104         | \$2,500,000         |                     | 1             |
|                  | McLarin Road/E. Broad Street (Bohannon to Gallatt) Full-Depth Reclamation | FA-105         | \$1,400,000         |                     | 1             |
|                  | Gullatt Road Full-Depth Reclamation                                       | FA-106         | \$700,000           |                     | 1             |
| City of Fairburn | <b>Quick Response Projects</b>  |                |                     | \$300,000           | 1             |
|                  | To Be Determined  | FA-107         | \$300,000           |                     | 1             |
| City of Fairburn | <b>Project Management/Construction Management</b>                         |                |                     | \$602,500           | 1             |
|                  | <b>TIER 1 TOTAL PURPOSE COSTS</b>   |                |                     | \$12,985,832        |               |
|                  | <b>TIER 2 PURPOSES/PROJECTS</b>   |                |                     |                     |               |
| City of Fairburn | <b>Operations and Safety</b>  |                |                     | \$750,000           | 2             |
|                  | Quiet Zone R/R Crossings  | FA-202         | \$750,000           |                     | 2             |
| City of Fairburn | <b>Pedestrian/Bike Improvements</b>                                       |                |                     | \$1,136,617         | 2             |
|                  | Pedestrian/Bike Improvements (Phase 2)                                    | FA-203         | \$1,136,617         |                     | 2             |
| City of Fairburn | <b>Roadway Projects</b>   |                |                     | \$350,000           | 2             |
|                  | Oakley Industrial Boulevard Extension (Design Only)                       | FA-204         | \$350,000           |                     | 2             |
| City of Fairburn | <b>Project Management/Construction Management</b>                         |                |                     | \$55,000            | 2             |
|                  | <b>TIER 2 TOTAL PURPOSE COSTS</b>   |                |                     | \$2,291,617         |               |
|                  | <b>TIER 3 PURPOSES/PROJECTS</b>   |                |                     |                     |               |
| City of Fairburn | <b>Congestion Relief</b>  |                |                     | \$500,000           | 3             |
|                  | To Be Determined  | FA-301         | \$500,000           |                     | 3             |
| City of Fairburn | <b>Operation and Safety Improvements</b>                                  |                |                     | \$600,000           | 3             |
|                  | To Be Determined  | FA-302         | \$600,000           |                     | 3             |
| City of Fairburn | <b>Pedestrian/Bike Improvements</b>                                       |                |                     | \$300,000           | 3             |
|                  | Pedestrian/Bike Improvements (Phase 3)                                    | FA-304         | \$300,000           |                     | 3             |
| City of Fairburn | <b>Roadway Projects</b>   |                |                     | \$802,717           | 3             |
|                  | Dodd Street Roundabout  | FA-305         | \$802,717           |                     | 3             |
| City of Fairburn | <b>Quick Response Projects</b>  |                |                     | \$38,900            | 3             |
|                  | To Be Determined  | FA-306         | \$38,900            |                     | 3             |
| City of Fairburn | <b>Project Management</b>   |                |                     | \$50,000            | 3             |
|                  | <b>TIER 3 TOTAL PURPOSE COSTS</b>   |                |                     | \$2,291,617         |               |
|                  | <b>TOTAL City of Fairburn COSTS - ALL PURPOSES FOR TIERS 1-3</b>          |                |                     | \$17,569,066        |               |

# POTENTIAL REFERENDUM TIMELINE

On May 24, 2016, Fulton County voters reauthorized the education sales tax, ESPLOST, to raise up to \$976 million for new school construction, building additions and renovations, technology innovations, transportation upgrades and safety improvements throughout the Fulton County School System. The tax began collections on July 1, 2017, and will expire on June 30, 2022, unless voters approve another five-year extension. While timing of a Fulton County ESPLOST renewal is unknown at this point, the TSPLOST would need to be on the November 2021 ballot.

## TIMELINE TABLE

POTENTIAL REFERENDUM DATE

**NOV 2021**

**JURISDICTIONS DEVELOP PROJECT LIST**

**FEBRUARY - MAY**

**JURISDICTIONS ADOPT PROJECT LIST**

*INCLUDING POSSIBLE TRANSIT*

**BY JUNE 15<sup>TH</sup>**

**OFFICIAL MEETING TO DISCUSS PROJECT LIST AND  
INTERGOVERNMENTAL AGREEMENT EXECUTED**

**BY JULY 2<sup>ND</sup>**

**RESOLUTION ADOPTED BY COUNTY BOC AND  
FORWARDED TO ELECTION SUPERINTENDENT**

**BY AUGUST 2<sup>ND</sup>**

**ELECTION DAY**

**NOVEMBER 2<sup>ND</sup>**

# TSPLOST Funding Scenario (rev 5/3/2021)

|  | 2019 US Census Estimate (2) | % Population | TSPLOST 2022-2027 Projections |                   |                     |                       | TSPLOST 2017-2022 Expected Collections (3) |
|--|-----------------------------|--------------|-------------------------------|-------------------|---------------------|-----------------------|--|
|  |                             |              | Base 5-year Projection        | Tier I (upto 85%) | Tier II (86 - 100%) | Tier III (101 - 115%) |  |
|  |                             |              |                               |                   |                     |                       |  |
| 5 Year TSPLOST Program Collection Estimate (1) :   |                             |              | \$554,268,752                 |                   |                     | \$506,669,771         |  |
| Less Department of Revenue Administrative Fee (1%) |                             |              | (\$5,542,688)                 |                   |                     | n/a                   |  |
| Less Fulton County Program Management Fee (0.5%)   |                             |              | (\$2,771,344)                 |                   |                     | n/a                   |  |
| Amount Remaining for City Projects:                |                             |              | \$545,954,720                 |                   |                     | \$506,669,771         |  |
| City Name  | 2019 US Census Estimate (2) | % Population |                               |                   |                     |                       |  |
| Alpharetta   | 67,213                      | 11.22%       | \$61,238,265                  | \$52,052,526      | \$9,185,740         | \$55,835,692          |  |
| Chattahoochee Hills                                | 3,318                       | 0.55%        | \$3,023,055                   | \$2,569,596       | \$453,458           | \$2,381,233           |  |
| College Park                                       | 15,159                      | 2.53%        | \$13,811,478                  | \$11,739,756      | \$2,071,722         | \$11,601,973          |  |
| East Point   | 34,875                      | 5.82%        | \$31,774,872                  | \$27,008,642      | \$4,766,231         | \$31,059,159          |  |
| Fairburn   | 16,768                      | 2.80%        | \$15,277,450                  | \$12,985,832      | \$2,291,617         | \$12,261,492          |  |
| Hapeville  | 6,534                       | 1.09%        | \$5,953,176                   | \$5,060,200       | \$892,976           | \$5,824,689           |  |
| Johns Creek  | 84,579                      | 14.11%       | \$77,060,557                  | \$65,501,474      | \$11,559,084        | \$73,011,879          |  |
| Milton   | 39,587                      | 6.61%        | \$36,068,011                  | \$30,657,809      | \$5,410,202         | \$32,883,195          |  |
| Mountain Park                                      | 568                         | 0.09%        | \$517,509                     | \$439,883         | \$77,626            | \$506,347             |  |
| Palmetto   | 4,851                       | 0.81%        | \$4,419,782                   | \$3,756,815       | \$662,967           | \$3,850,622           |  |
| Roswell  | 94,763                      | 15.81%       | \$86,339,276                  | \$73,388,384      | \$12,950,891        | \$82,790,728          |  |
| Sandy Springs                                      | 109,452                     | 18.27%       | \$99,722,533                  | \$84,764,153      | \$14,958,380        | \$92,316,221          |  |
| South Fulton                                       | 99,155                      | 16.55%       | \$90,340,860                  | \$76,789,731      | \$13,551,129        | \$84,108,069          |  |
| Union City   | 22,399                      | 3.74%        | \$20,407,896                  | \$17,346,711      | \$3,061,184         | \$18,238,472          |  |
| Total  | 599,221                     | 100%         |                               |                   |                     |                       |  |
| Total City Program Budget                          |                             |              | \$545,954,720                 | \$464,061,512     | \$81,893,208        | \$506,669,771         |  |

Sources:

- (1) - Fulton County TSPLOST Revenue Forecast, GSU Andrew Young School, Fiscal Research Center, April 23, 2021
- (2) - US Census Bureau; <https://www.census.gov/data/tables/time-series/demo/popest/2010s-total-cities-and-towns.html>, May 2020
- (3) - Actual collections received to date (March 31, 2021) plus forecasted collections through March 31, 2022



**EXHIBIT A**  
**Fulton County Transportation Sales Tax**  
**Projects and Purposes for Each Jurisdiction**

| Jurisdiction     | Purpose/Projects   | Project Number | Project-Level Costs | SPLOST Purpose Cost | Priority Tier |
|------------------|--|----------------|---------------------|---------------------|---------------|
|                  | <b>TIER 1 PURPOSES/PROJECTS</b>                                  |                |                     |                     |               |
| City of Fairburn | Maintenance and Safety Enhancements                              |                |                     | \$7,737,167         | 1             |
|                  | City-Wide Road Resurfacing                                       | FA-101         | \$7,737,167         |                     | 1             |
| City of Fairburn | Pedestrian/Bike Improvements                                     |                |                     | \$136,891           | 1             |
|                  | Pedestrian/Bike Improvements (Phase 1)                           | FA-102         | \$136,891           |                     | 1             |
| City of Fairburn | Roadway Projects   |                |                     | \$3,295,836         | 1             |
|                  | Howell Avenue Extension  | FA-103         | \$738,602           |                     | 1             |
|                  | Rivertown Connector  | FA-104         | \$937,240           |                     | 1             |
|                  | Park Road Extension  | FA-105         | \$722,685           |                     | 1             |
|                  | Oakley Industrial Boulevard Full-Depth Reclamation               | FA-106         | \$897,309           |                     | 1             |
| City of Fairburn | Quick Response Projects  |                |                     | \$233,775           | 1             |
|                  | To Be Determined   | FA-107         | \$233,775           |                     | 1             |
| City of Fairburn | Project Management/Construction Management                       |                |                     | \$285,092           | 1             |
|                  | <b>TIER 1 TOTAL PURPOSE COSTS</b>                                |                |                     | <b>\$11,688,762</b> |               |
|                  | <b>TIER 2 PURPOSES/PROJECTS</b>                                  |                |                     |                     |               |
| City of Fairburn | Maintenance and Safety Enhancements                              |                |                     | \$552,987           | 2             |
|                  | City-Wide Road Resurfacing                                       | FA-201         | \$552,987           |                     | 2             |
| City of Fairburn | Operations and Safety  |                |                     | \$750,000           | 2             |
|                  | Quiet Zone R/R Crossings   | FA-202         | \$750,000           |                     | 2             |
| City of Fairburn | Pedestrian/Bike Improvements                                     |                |                     | \$353,171           | 2             |
|                  | Pedestrian/Bike Improvements (Phase 1)                           | FA-203         | \$353,171           |                     | 2             |
| City of Fairburn | Roadway Projects   |                |                     | \$315,000           | 2             |
|                  | Oakley Industrial Boulevard Extension (Design Only)              | FA-204         | \$315,000           |                     | 2             |
| City of Fairburn | Quick Response Projects  |                |                     | \$41,254            | 2             |
|                  | To Be Determined   | FA-205         | \$41,254            |                     | 2             |
| City of Fairburn | Project Management/Construction Management                       |                |                     | \$50,310            | 2             |
|                  | <b>TIER 2 TOTAL PURPOSE COSTS</b>                                |                |                     | <b>\$2,062,722</b>  |               |
|                  | <b>TIER 3 PURPOSES/PROJECTS</b>                                  |                |                     |                     |               |
| City of Fairburn | Congestion Relief  |                |                     | \$450,000           | 3             |
|                  | To Be Determined   | FA-301         | \$450,000           |                     | 3             |
| City of Fairburn | Operation and Safety Improvements                                |                |                     | \$541,902           | 3             |
|                  | To Be Determined   | FA-302         | \$541,902           |                     | 3             |
| City of Fairburn | Pedestrian/Bike Improvements                                     |                |                     | \$184,316           | 3             |
|                  | Pedestrian/Bike Improvements (Phase 2)                           | FA-304         | \$184,316           |                     | 3             |
| City of Fairburn | Roadway Projects   |                |                     | \$802,717           | 3             |
|                  | Dodd Street Roundabout   | FA-305         | \$802,717           |                     | 3             |
| City of Fairburn | Quick Response Projects  |                |                     | \$41,417            | 3             |
|                  | To Be Determined   | FA-306         | \$41,417            |                     | 3             |
| City of Fairburn | Project Management   |                |                     | \$50,509            | 3             |
|                  | <b>TIER 3 TOTAL PURPOSE COSTS</b>                                |                |                     | <b>\$2,070,861</b>  |               |
|                  | <b>TOTAL City of Fairburn COSTS - ALL PURPOSES FOR TIERS 1-3</b> |                |                     | <b>\$15,822,344</b> |               |



**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: APPROVAL OF TASK ORDER #7 WITH ATLAS TECHNICAL CONSULTANTS TO CONDUCT A PAVEMENT EVALUATION**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION                       OTHER

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact of this task order will be \$14,250. The proposed expenditures will come out of the Public Works Administration Professional Account (100-4100-52-1200).

**PUBLIC HEARING?**    Yes                       No

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**PURPOSE:** For Mayor and Council to approve Task Order #6 with Atlas Technical Consultants (Moreland Altobelli) to conduct a pavement evaluation of all roads maintained by the City of Fairburn.

**HISTORY:** The City of Fairburn's City-Wide roadway maintenance and resurfacing efforts have been driven by the results and recommendations of a pavement evaluation that was conducted in 2012.

**FACTS AND ISSUES:** However, since a lot of the recommended work has been completed since the 2013 evaluation and the City of Fairburn is pursuing another round of TSPLOST, having another pavement evaluation done will aid in guiding our future roadway maintenance and resurfacing efforts.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve Task Order #7 with Atlas Technical Consultants to conduct a Pavement Evaluation and authorize the Mayor to sign the Task Order for an amount not to exceed \$14,250.

  
Elizabeth Carr-Hurst, Mayor





To: City of Fairburn  
P.O. Box 145  
Fairburn, Georgia 30213  
Attn: Mr. Lester Thompson

Date: June 4, 2021  
From: Chris Parypinski  
Copy to: Hank Collins

---

Project: City of Fairburn Pavement Evaluation (105 Miles)  
TO No.: 7

---

*Scope of Work: Rate 105 miles of City streets.*

## **BACKGROUND INFORMATION**

Atlas Technical Consultants has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 22, 2019. This task order has been prepared to assist the City of Fairburn with Construction Management Services. The services proposed will better enable the City to complete the project on time, within budget, and meet the project-specific objectives outlined in the scope of services described below. Accordingly, the City will be able to focus its efforts on more strategic goals.

### **Task 1 – Construction, Engineering and Inspection Services**

- Review 105 miles of City streets to rate the condition of each road utilizing COPACES software.
- Review ratings and perform QA/QC on data from COPACES software.
- Provide a ratings report for the 105 miles of streets reviewed.

The total not to exceed budget of \$14,250.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

If the City requires additional services, Atlas Technical Consultants, will provide those services in accordance with the existing Unit Rates agreed to with the City. A scope and budget for additional services would be prepared for City approval prior to performing the work.

---

**Authorization:**

As our authorization to proceed with the scope of work, schedule and fee structure outlined herein, please sign in the space provided below and return one copy Atlas Technical Consultants for our records.

Authorized by: \_\_\_\_\_

Title: Mayor

Print Name: Elizabeth Carr-Hurst

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



June 4, 2021

# ATLAS

City Of Fairburn Pavement Evaluation  
105 Miles  
City of Fairburn

| PERSONNEL COSTS:          | EST HRS | RATE/HR  | COST(\$)        |
|---------------------------|---------|----------|-----------------|
| <b>Road Rating</b>        |         |          |                 |
| CONSTRUCTION SERVICES MGR | 90      | \$125.00 | \$11,250        |
| <b>QA/QC of Ratings</b>   |         |          |                 |
| CONSTRUCTION SERVICES MGR | 24      | \$125.00 | \$3,000         |
| <b>Report Preparation</b> |         |          |                 |
| CONSTRUCTION SERVICES MGR | 20      | \$125.00 | \$2,500         |
| <b>SUBTOTAL</b>           |         |          | <b>\$14,250</b> |
| <b>DIRECT COSTS</b>       |         |          |                 |
| REPRODUCTION/PLOTTING     |         |          | \$0             |
| TRAFFIC CONTROL           |         |          | \$0             |
| <b>TOTAL DIRECT COSTS</b> |         |          | <b>\$0</b>      |
| <b>TOTAL COST</b>         |         |          | <b>\$14,250</b> |



# City of Fairburn

July 26, 2019

Mr. Buddy Gratton, PE  
President  
Moreland Altobelli Associates, LLC  
2450 Commerce Avenue, Suite 100  
Duluth, Georgia 30096

Re: Notice of Award - RFP# 19-003 – On-Call Construction Management 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:

Moreland Altobelli Associates, LLC

  
Buddy Gratton, PE

President

  
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 MORELAND ALTOBELLI ASSOCIATES, LLC, a Limited Liability Company ("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, 2022, 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:

Moreland Altobelli Associates, Inc. LLC  
2450 Commence Avenue, Suite 100  
Duluth, GA 30096

MORELAND ALTOBELLI ASSOCIATES, LLC, a  
Limited liability company. Incorporated in  
Delaware on November 1, 2017, as a  
subsidiary of Atlas Technical Consultants.

Date signed by Contractor:

August 13, 2019

By: [Signature]  
President

[CORPORATE SEAL]

**CITY:**

Address:

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

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

By: [Signature]

Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Attest: [Signature]

Interim City Clerk: Shana T. Moss

Approved as to form:

[Signature]

City Attorney: William Randy Turner

[SEAL]



## Moreland Altobelli Associates, Inc

During August 2012, Moreland Altobelli (MA) performed pavement evaluations for the City of Fairburn on a limited number of roadways as requested. This evaluation surveyed the distresses related to the bituminous pavement surface on all City owned streets. MA utilized a version of the Georgia Department of Transportation (GDOT), Pavement Condition Evaluation Survey system, better known as PACES.

GDOT has been utilizing PACES since the mid 1960's. The program has been very effective in managing the state highway system as it relates to pavement preservation needs and maintenance resurfacing priorities. The system identifies different types of pavement cracking / distresses along with their severity and calculates a numerical rating. This numerical rating is identical to the school system with a "100" as the highest score or the "best roads".

A quote from the US Department of Transportation, Federal Highway Law: Title 23, Chapter 1, Subchapter 1, Section 101 (a) (14) definition states "the term "maintenance" means the preservation of the entire highway, including surface, shoulders, roadsides, structures and such traffic control devices as are necessary for safe and sufficient utilization of the highway system".

For the purpose of this report, are broken down into the following four categories:

- 1) Good (rating 86 – 100)
- 2) Fair (rating 71 – 85)
- 3) Poor (rating 56 – 70)
- 4) Bad (rating 55 and below)

Governments today know that well maintained roads are vital to smooth functioning of their transportation system, yet also struggle with the necessary funds to address all the roadway concerns. A management plan to prioritize roadway restoration is essential to help obtain the most lane miles preserved for the dollar spent. The recommendations that follow have been documented in many studies across the country and are utilized by many State DOT's as well as City and County jurisdictions. Agencies that adhere to a "worst first" approach to repairs will ultimately lose their highway system. Roadway maintenance monies are recommended to be broken down into preservation treatments along with the typical mill and inlay methods. Dollar values associated with some micro surfacing / chip seal methods are currently in the \$3 - \$4 / square yard range while the typical mill and inlay of 2 inches are \$12 to \$15 / square yard. This statement alone represents the ability to preserve more lane miles with simple treatments while prolonging the full failure of the roadway.



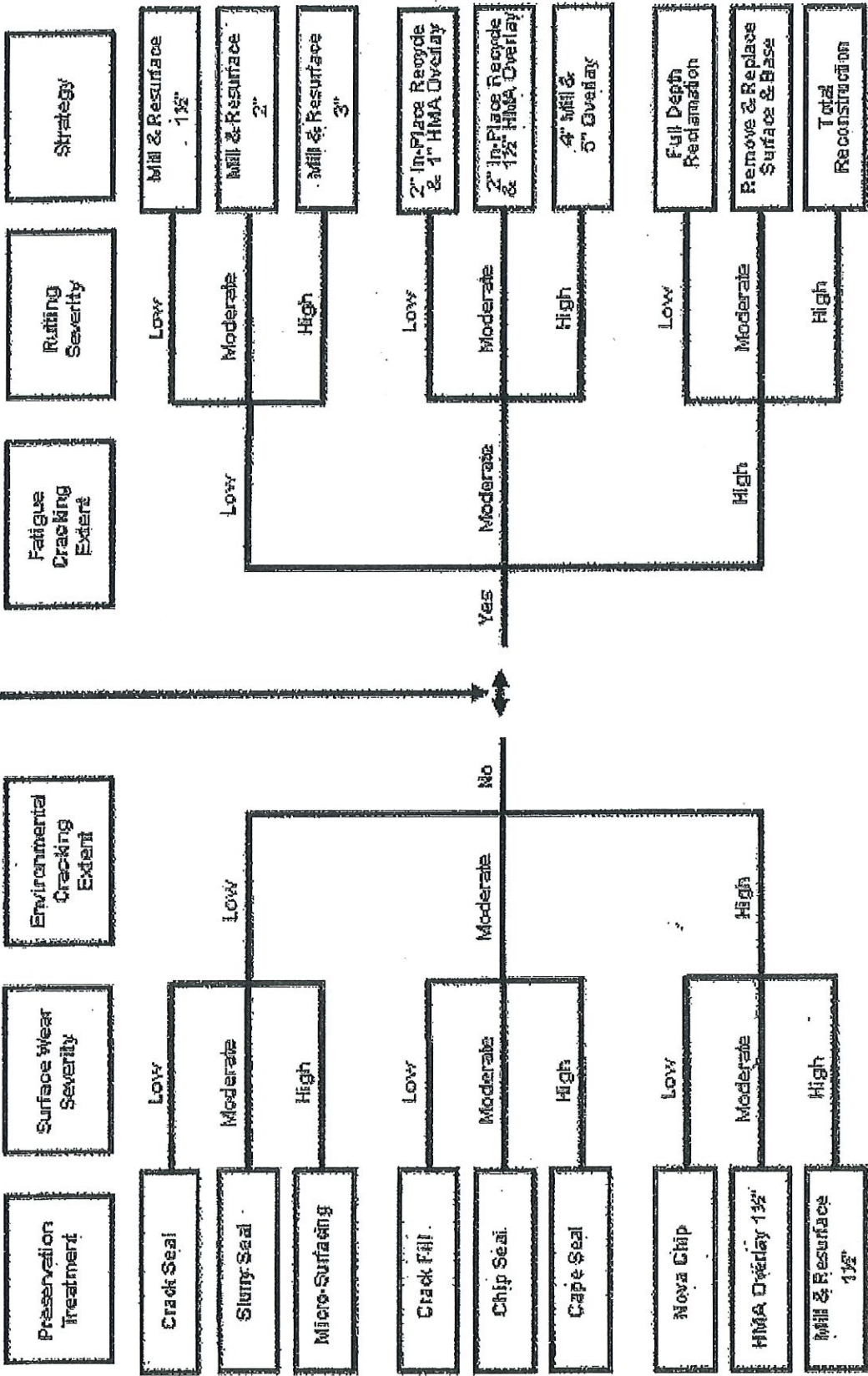
From the categories' referenced earlier in this report:

- 1) Routes with a rating that fall into the "Good" category are recommended to perform little to no maintenance and continue monitoring the roadway.
- 2) Routes falling into the "Fair" category should receive preservation treatments to help extend the surface life of that pavement. Preservation treatments of crack sealing and / or sand and slurry seals are excellent options. The key is to seal off cracks and eliminate the penetration of water into the sub-base.
- 3) "Poor" rated routes will also need preservation treatments. The treatments associated with these routes may include deep patching, overlays, micro-milling, micro surfacing, and / or chip seals. Again, the primary factor is the sealing of the pavement surface eliminating further deterioration of the roadway.
- 4) Routes that rate in the "Bad" category will need some form of full restoration performed due to structural deficiencies that have occurred.

Applying the right treatment to the right road at the right time has long been a mystery in pavement maintenance. However, the key to maintaining a vital roadway system is utilizing treatments that are affordable and meet the needs of not only the agency but of the users of the system. Preservation methods are not always favorable to the users of the system and often tax payers do not understand the decision tree for not simply "re-paving" the street. Yet to best distribute the maintenance monies available, to treat the most lane miles and better preserve the roadway investment, preservation treatments are vital to maintaining a highway system. There are many preservation methods available today that would be a great benefit in preserving the streets of Fairburn.

Attached is an example of a simple decision tree that may be useful.

# Structural Deterioration





| Source Name               | Segment From         | Segment To                | Deducts | Segment Score | Overall Condition | Repair Recommendation            | Class                  | Cost per Mile | Length in Miles | Est. Cost of Repair |
|---------------------------|----------------------|---------------------------|---------|---------------|-------------------|----------------------------------|------------------------|---------------|-----------------|---------------------|
| 1 CREEKWOOD DR            | BOHANNON/JOHNSON     | BRIDGE                    | 96      | 4             | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.542613636     | \$162,784.00        |
| 2 TERMINUS DR             | OAKLEY IND BLVD      | FAYETTEVILLE RD           | 95      | 5             | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.744327652     | \$223,298.30        |
| 3 MEHAFFEY DR             | CITY LIMITS          | GULLATT RD                | 94      | 6             | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.186287311     | \$55,886.19         |
| 4 JOHNSON RD              | ORCHARD              | CAMPBELLTON               | 89      | 8             | Very Bad          | Full Restoration                 | MINOR COLLECTOR        | \$300,000.00  | 0.882           | \$264,600.00        |
| 5 SHANNON CHASE WAY       | MANN RD              | JOHNSON RD                | 88      | 11            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.257946697     | \$77,984.09         |
| 6 MARGARET ST             | COWETA               | JOHNSON RD                | 87      | 13            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.197682386     | \$59,304.72         |
| 7 ADERHOLD ST             | MANN                 | JOHNSON RD                | 87      | 13            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.169835795     | \$50,950.74         |
| 8 GULLATT RD              | JOHNSON RD           | JOHNSON RD                | 87      | 13            | Very Bad          | Full Restoration                 | MAJOR COLLECTOR        | \$300,000.00  | 0.837310606     | \$251,193.18        |
| 9 AZALEA DR               | FAYETTEVILLE RD      | SENOIA RD                 | 85      | 15            | Very Bad          | Full Restoration                 | MAJOR COLLECTOR        | \$300,000.00  | 0.421526894     | \$126,458.07        |
| 10 BAY ST                 | JOHNS RIVER RD       | BISHOP                    | 80      | 20            | Very Bad          | Full Restoration                 | NEIGHBORHOOD COLLECTOR | \$300,000.00  | 0.460984848     | \$136,295.45        |
| 11 HENDON RD              | BOHANNON DRIVE       | HWY 74                    | 80      | 20            | Very Bad          | Full Restoration                 | NEIGHBORHOOD COLLECTOR | \$300,000.00  | 1.070266856     | \$306,080.06        |
| 12 OAKLEY INDUSTRIAL BLVD | Tennis Dr.           | Beverly Emgram Pkwy (138) | 80      | 20            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.367424242     | \$110,227.27        |
| 13 SIR CHARLES DR         | MEADOW               | GLEN PKWY                 | 80      | 20            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.530787311     | \$159,236.19        |
| 14 VICKERS RD             | SAVER                | MAPLE TRL                 | 75      | 25            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.507903222     | \$152,370.97        |
| 15 OAK LEAF DR            | SPRING ST            | CANE LEAF DR              | 75      | 25            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.638446697     | \$191,534.09        |
| 16 SILVER MAPLE TRL       | CANE LEAF DR         | DODD ST                   | 75      | 25            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.31530947      | \$94,892.84         |
| 17 SPRING ST              | CANE LEAF DR         | DODD ST                   | 75      | 25            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.236466856     | \$70,940.06         |
| 18 CANE LEAF DR           | CAMPBELLTON/FAIRBURN | CITY LIMITS               | 72      | 28            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.206168939     | \$61,850.68         |
| 19 COATES DR              | Bay St.              | E. CAMPBELLTON            | 72      | 28            | Very Bad          | Full Restoration                 | MAJOR COLLECTOR        | \$300,000.00  | 0.414478222     | \$124,343.47        |
| 20 DODSON RD              | JOHNSON RD           | BRIDGE                    | 72      | 28            | Very Bad          | Full Restoration                 | NEIGHBORHOOD COLLECTOR | \$300,000.00  | 0.519671212     | \$155,901.36        |
| 21 JONESBORO RD           | JOHNSON RD           | BRIDGE                    | 72      | 28            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.069146874     | \$20,744.80         |
| 22 CLAYTON ST             | JOHNSON RD           | BRIDGE                    | 70      | 30            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.300468932     | \$90,146.08         |
| 23 E BROAD ST             | JOHNSON RD           | BRIDGE                    | 70      | 30            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.169318182     | \$50,795.45         |
| 24 GRAHAM RD              | JOHNSON RD           | BRIDGE                    | 70      | 30            | Very Bad          | Full Restoration                 | MAJOR COLLECTOR        | \$300,000.00  | 0.432765152     | \$129,829.59        |
| 25 GULLATT RD             | JOHNSON RD           | BRIDGE                    | 70      | 30            | Very Bad          | Full Restoration                 | MAJOR COLLECTOR        | \$300,000.00  | 0.489204545     | \$146,761.36        |
| 26 HICKORY HILL LN        | IMPREGLON WAY        | VILLAGE PT                | 70      | 30            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 1.016098485     | \$304,529.55        |
| 27 SHANNON CHASE DR       | IMPREGLON WAY        | VILLAGE PT                | 70      | 30            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.133691098     | \$40,107.33         |
| 28 VILLAGE PT             | CLAY ST              | E. BROAD ST               | 64      | 36            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.068920833     | \$20,676.25         |
| 29 ELDER ST               | W. BROAD             | W. CAMPBELLTON            | 62      | 38            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.272806439     | \$81,841.93         |
| 30 FAYETTEVILLE RD        | TROTTERS FARM RD     | RIVERTOWN                 | 62      | 38            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.052987311     | \$9,896.19          |
| 31 MALONE ST              | W. BROAD             | W. CAMPBELLTON            | 62      | 38            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.109840341     | \$32,852.10         |
| 32 ORCHARD ST             | W. BROAD             | W. CAMPBELLTON            | 62      | 38            | Very Bad          | Full Restoration                 | MINOR COLLECTOR        | \$300,000.00  | 0.846540152     | \$253,862.05        |
| 33 CREEKWOOD RIDGE DR     | EDDEL WEISS DR       | TROTTERS FARM RD          | 60      | 40            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.928219897     | \$278,465.91        |
| 34 FAYETTEVILLE RD        | EDDEL WEISS DR       | TROTTERS FARM RD          | 60      | 40            | Very Bad          | Full Restoration                 | LOCAL STREET           | \$300,000.00  | 0.167635038     | \$50,290.51         |
| 35 PRESERVE PKWY          | EDDEL WEISS DR       | TROTTERS FARM RD          | 59      | 41            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.243254167     | \$72,976.25         |
| 36 LSTRAND HILL CT        | EDDEL WEISS DR       | TROTTERS FARM RD          | 58      | 42            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.287252652     | \$86,996.74         |
| 37 FAYETTEVILLE RD        | EDDEL WEISS DR       | TROTTERS FARM RD          | 58      | 42            | Bad               | Spot Base Repair, Mill and Inlay | MINOR COLLECTOR        | \$233,232.80  | 0.25            | \$66,906.20         |
| 38 PRESERVE PKWY          | EDDEL WEISS DR       | TROTTERS FARM RD          | 57      | 43            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.140633902     | \$42,771.12         |
| 39 LSTRAND HILL CT        | EDDEL WEISS DR       | TROTTERS FARM RD          | 57      | 43            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.185432886     | \$53,248.91         |
| 40 WASHINGTON             | FAYETTEVILLE RD      | FISHER                    | 56      | 44            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.124478924     | \$37,033.80         |
| 41 CLEMETERY ST           | FAYETTEVILLE RD      | FISHER                    | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.452765152     | \$100,955.03        |
| 42 CLAY ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.174027083     | \$40,986.82         |
| 43 GREENE ST              | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.272945285     | \$81,889.79         |
| 44 HARVEST CIR            | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.2538952083    | \$76,166.63         |
| 45 MILO FISHER ST         | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.323151515     | \$97,969.53         |
| 46 SPRING CT              | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.050613258     | \$15,164.67         |
| 47 TELL RD                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | NEIGHBORHOOD COLLECTOR | \$233,232.80  | 0.3365963636    | \$78,451.03         |
| 48 WILLOWCREEK DR         | FAYETTEVILLE RD      | SUMMERWOOD DR             | 55      | 45            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.225009848     | \$52,479.68         |
| 49 FELLOWSHIP RD          | FAYETTEVILLE RD      | SUMMERWOOD DR             | 54      | 46            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.329688205     | \$76,884.34         |
| 50 TROTTERS FARM RD       | FAYETTEVILLE RD      | SUMMERWOOD DR             | 53      | 47            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.235311742     | \$54,882.42         |
| 51 DURHAM LAKES PKWY      | FAYETTEVILLE RD      | SUMMERWOOD DR             | 53      | 47            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.630730114     | \$147,106.95        |
| 52 HEATH ST               | FAYETTEVILLE RD      | SUMMERWOOD DR             | 52      | 48            | Bad               | Spot Base Repair, Mill and Inlay | NEIGHBORHOOD COLLECTOR | \$233,232.80  | 0.293252462     | \$88,396.09         |
| 53 FELLOWSHIP RD          | FAYETTEVILLE RD      | SUMMERWOOD DR             | 51      | 49            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 1.041180871     | \$242,837.53        |
| 54 BAY ST                 | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | NEIGHBORHOOD COLLECTOR | \$233,232.80  | 0.197537879     | \$46,072.31         |
| 55 CARL CT                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.062898106     | \$14,669.90         |
| 56 CHESTNUT ST            | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.112121212     | \$26,150.34         |
| 57 HOWELL AVE             | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.120665152     | \$28,143.07         |
| 58 JUDGES TRC             | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.348945833     | \$81,385.61         |
| 59 PINE ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.298493182     | \$69,851.63         |
| 60 JUDES TRC              | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | NEIGHBORHOOD COLLECTOR | \$233,232.80  | 0.110377841     | \$25,743.73         |
| 61 DEAD END               | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | MINOR COLLECTOR        | \$233,232.80  | 0.147159031     | \$44,322.33         |
| 62 DEAD END               | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.228125947     | \$53,206.45         |
| 63 STALWART DR            | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.08908295      | \$20,780.64         |
| 64 WORD ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 50      | 50            | Bad               | Spot Base Repair, Mill and Inlay | LOCAL STREET           | \$233,232.80  | 0.087828768     | \$12,217.76         |
| 65 CHURCH ST              | FAYETTEVILLE RD      | SUMMERWOOD DR             | 49      | 51            | Poor              | Spot Base Repair & Overlay       | NEIGHBORHOOD COLLECTOR | \$199,108.80  | 0.395075758     | \$54,958.51         |
| 66 DODD ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 49      | 51            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.846590909     | \$117,765.25        |
| 67 BROAD ST               | FAYETTEVILLE RD      | SUMMERWOOD DR             | 49      | 51            | Poor              | Spot Base Repair & Overlay       | NEIGHBORHOOD COLLECTOR | \$199,108.80  | 0.205089962     | \$28,528.82         |
| 68 E BROAD ST             | FAYETTEVILLE RD      | SUMMERWOOD DR             | 49      | 51            | Poor              | Spot Base Repair & Overlay       | NEIGHBORHOOD COLLECTOR | \$199,108.80  | 0.272727273     | \$97,938.76         |
| 69 PINE ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | NEIGHBORHOOD COLLECTOR | \$199,108.80  | 0.112878788     | \$15,702.43         |
| 70 BAY ST                 | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.326823106     | \$45,463.97         |
| 71 DODD ST                | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.363787888     | \$50,604.83         |
| 72 FIDELWEISS DR          | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.268014583     | \$37,283.19         |
| 73 EDSELWEISS WAY         | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | NEIGHBORHOOD COLLECTOR | \$199,108.80  | 0.294328788     | \$40,943.72         |
| 74 GLADSTONE WAY          | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.203509659     | \$28,303.98         |
| 75 JONESBORO RD           | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.182244773     | \$25,847.68         |
| 76 SHANNON CHASE LN       | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.581668371     | \$78,133.01         |
| 77 TROTTERS FARM RD       | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.581668371     | \$78,133.01         |
| 78 WHITEWATER PL          | FAYETTEVILLE RD      | SUMMERWOOD DR             | 47      | 53            | Poor              | Spot Base Repair & Overlay       | LOCAL STREET           | \$199,108.80  | 0.581668371     | \$78,133.01         |



| Route Name            | Segment From      | Segment To                | Deducts | Segment Score | Overall Condition | Repair Recommendation      | Class                  | Cost per Mile | Length in Miles | Est Cost of Repair |
|-----------------------|-------------------|---------------------------|---------|---------------|-------------------|----------------------------|------------------------|---------------|-----------------|--------------------|
| 79 CHURCH ST          | HOWELL DR         | WASHINGTON ST             | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.114905114     | \$15,894.31        |
| 80 CREEKWOOD RD       | BRIDGE            | BOHANNON                  | 45      | 55            | Poor              | Spot Base Repair & Overlay | MINOR COLLECTOR        | \$139,108.80  | 0.284090909     | \$39,515.55        |
| 81 CREEKWOOD RD       | BRIDGE            | GATE                      | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.408060608     | \$56,466.60        |
| 82 INMAN ST           |                   |                           | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.112157388     | \$15,502.08        |
| 83 PEARL ST           |                   |                           | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.083059454     | \$11,553.62        |
| 84 RED FOX CT         |                   |                           | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.160963926     | \$22,391.48        |
| 85 SMALL ELK CT       |                   |                           | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.148652273     | \$20,578.84        |
| 86 WHITE BIRD WAY     |                   |                           | 45      | 55            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.203924621     | \$28,553.80        |
| 87 E BROAD ST         | W. BROAD          | E. CAMPBELLTON            | 42      | 58            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.507954545     | \$70,560.95        |
| 88 FAIRVIEW DR        | SHAW              | ELDER                     | 42      | 58            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.38321212      | \$47,063.46        |
| 89 FAIRVIEW DR        | ELDER             | STRICKLAND ST             | 42      | 58            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.220202655     | \$30,548.49        |
| 90 FRANCIS LN         |                   |                           | 42      | 58            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.06443125      | \$8,962.95         |
| 91 SOUTHLANE          |                   |                           | 41      | 59            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.099671591     | \$13,865.20        |
| 92 CHAMPIONS DR       |                   |                           | 41      | 59            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.442136742     | \$61,503.11        |
| 93 DEVCON LN          |                   |                           | 40      | 60            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.063882386     | \$8,886.60         |
| 94 GREENWOOD TRC      |                   |                           | 40      | 60            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.167632576     | \$23,319.17        |
| 95 SUMMERBROOK LN     |                   |                           | 40      | 60            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.134496023     | \$18,709.58        |
| 96 BISHOP RD          |                   |                           | 39      | 61            | Poor              | Spot Base Repair & Overlay | MAJOR COLLECTOR        | \$139,108.80  | 1.012539773     | \$140,853.19       |
| 97 CASTLE WAY         |                   |                           | 39      | 61            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.276707765     | \$38,492.49        |
| 98 LANDRUM RD         | ROOSEVELT HIGHWAY | HWY 74                    | 39      | 61            | Poor              | Spot Base Repair & Overlay | MAJOR COLLECTOR        | \$139,108.80  | 0.321401515     | \$44,705.78        |
| 99 BUCKINGHAM TER     |                   |                           | 38      | 62            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.319619129     | \$44,461.83        |
| 100 CREEKWOOD RD      | Bohannon          | Bridge                    | 37      | 63            | Poor              | Spot Base Repair & Overlay | MINOR COLLECTOR        | \$139,108.80  | 0.132573758     | \$18,442.45        |
| 101 E BROAD ST        | MALONE            | SENOIA                    | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.159848485     | \$22,236.33        |
| 102 EMBER CT          |                   |                           | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.081963068     | \$11,316.32        |
| 103 GALANA CT         |                   |                           | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.109274053     | \$15,200.98        |
| 104 ROBERTS ST        | E. CAMPBELLTON    | FAYETTEVILLE RD           | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.214744886     | \$29,872.90        |
| 105 SPLITWOOD LN      |                   |                           | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.290592992     | \$40,424.04        |
| 106 SUMMERWOOD DR     |                   |                           | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.505546402     | \$70,325.95        |
| 107 WATERBOY RD       | W. BROAD          | WASHINGTON                | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.173325        | \$24,111.03        |
| 108 VICKERS RD        | Elder St          | Beverly Ingram Pkwy (138) | 37      | 63            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.103480668     | \$14,396.10        |
| 109 HEATHER GLEN DR   |                   |                           | 36      | 64            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.427393939     | \$59,454.26        |
| 110 LIBERTY HEIGHTS   |                   |                           | 36      | 64            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.530339205     | \$73,774.85        |
| 111 Valleybrook Drive |                   |                           | 36      | 64            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.098750568     | \$13,737.07        |
| 112 BAY ST            |                   |                           | 35      | 65            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0.321785795     | \$44,763.24        |
| 113 AUGUSTA DR        |                   |                           | 35      | 65            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$139,108.80  | 0               | \$0.00             |
| 114 STRICKLAND ST     | JONESBORO RD      | CLAY ST                   | 35      | 65            | Poor              | Spot Base Repair & Overlay | NEIGHBORHOOD COLLECTOR | \$139,108.80  | 0.121772917     | \$16,939.68        |
| 115 BRADLEY CT        | W. BROAD          | ORCHARD                   | 35      | 65            | Poor              | Spot Base Repair & Overlay | NEIGHBORHOOD COLLECTOR | \$139,108.80  | 0.319886364     | \$44,499.01        |
| 116 CHIMNEY CT        |                   |                           | 34      | 66            | Poor              | Spot Base Repair & Overlay | LOCAL STREET           | \$81,732.60   | 0.131628768     | \$18,310.72        |
| 117 CHURCH ST         |                   |                           | 34      | 66            | Poor              | Deep Patch & Crack Seal    | LOCAL STREET           | \$81,732.60   | 0.072231439     | \$5,903.66         |
| 118 CHURCH ST         |                   |                           | 34      | 66            | Poor              | Deep Patch & Crack Seal    | LOCAL STREET           | \$81,732.60   | 0.021516088     | \$1,758.87         |
| 119 FAYETTEVILLE RD   |                   |                           | 34      | 66            | Poor              | Deep Patch & Crack Seal    | LOCAL STREET           | \$81,732.60   | 0.367049495     | \$29,959.36        |
| 120 FAYETTEVILLE RD   | EAST BROAD STREET | TO EDEL WEISS DR          | 34      | 66            | Poor              | Deep Patch & Crack Seal    | MINOR COLLECTOR        | \$81,732.60   | 0.129757576     | \$10,278.49        |



| Route Name                 | Segment From | Segment To       | Deducts | Segment Score | Overall Condition | Resurf. Recommendation   | Class                  | Cost per Mile | Length in Miles | Est. Cost of Repair |
|----------------------------|--------------|------------------|---------|---------------|-------------------|--------------------------|------------------------|---------------|-----------------|---------------------|
| 121 GREENWOOD ST           |              |                  | 34      | 66            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.203192614     | \$16,607.46         |
| 122 MALONE ST              |              | WASHINGTON ST    | 34      | 66            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.277596402     | \$22,361.75         |
| 123 MAYFERN DR             |              |                  | 34      | 66            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.446269697     | \$36,474.76         |
| 124 RIVERTOWN RD           |              | W CAMPBELLTON ST | 34      | 66            | Poor              | Deep Patch & Crack Seal  | MINOR COLLECTOR        | \$81,732.60   | 0.085037879     | \$6,950.37          |
| 125 SHADOW GLEN DR         |              | GATE             | 34      | 66            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.5736125       | \$46,882.84         |
| 126 SHAW DR                |              |                  | 34      | 66            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.138046591     | \$11,282.91         |
| 127 VIRLYN B SMITH RD      |              |                  | 34      | 66            | Poor              | Deep Patch & Crack Seal  | MAJOR COLLECTOR        | \$81,732.60   | 1               | \$81,732.60         |
| 128 WASHINGTON ST          |              | MALONE ST        | 34      | 66            | Poor              | Deep Patch & Crack Seal  | NEIGHBORHOOD COLLECTOR | \$81,732.60   | 0.319886364     | \$26,145.14         |
| 129 FIBER ST               |              | R/R              | 33      | 67            | Poor              | Deep Patch & Crack Seal  | MAJOR COLLECTOR        | \$81,732.60   | 0.203599848     | \$16,640.63         |
| 130 W CAMPBELLTON ST       |              | WEST BROAD ST    | 33      | 67            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.198674242     | \$16,238.16         |
| 131 BLACKWING CT           |              | PIEHURST DRIVE   | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.039400189     | \$3,220.28          |
| 132 BLUE FLAG LN           |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.234857982     | \$19,196.37         |
| 133 GOUNG TR               |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.683735795     | \$55,883.50         |
| 134 CORICO WAY             |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.18774072      | \$15,344.54         |
| 135 DEVCON CT              |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.024730871     | \$2,021.32          |
| 136 E CAMPBELLTON RD       |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.04360625      | \$3,644.83          |
| 137 FRIELEAF WAY           |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.031441667     | \$2,564.05          |
| 138 GARGE CT               |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.105758902     | \$8,643.95          |
| 139 GLADDEN RD             |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.159961653     | \$13,091.40         |
| 140 GRANT ST               |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.203193182     | \$16,607.51         |
| 141 LAKE JONATHAN LN       |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.447091856     | \$36,391.02         |
| 142 LAKE JOYCE LN          |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.093406523     | \$7,654.52          |
| 143 LANE DR                |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.679995076     | \$55,332.57         |
| 144 MAGNOLIA LN            |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.423295455     | \$34,997.04         |
| 145 MAGNOLIE ST            |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.35924697      | \$29,362.19         |
| 146 MEADOW GLEN CIR        |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.003097538     | \$250.34            |
| 147 MEADOW GLEN DR         |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.355226174     | \$29,034.38         |
| 148 MEADOW GLEN WAY        |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.140532765     | \$11,486.11         |
| 149 OAK ST                 |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.205576136     | \$16,602.27         |
| 150 ORME ST                |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.365228258     | \$29,851.87         |
| 151 POPLAR ST              |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | NEIGHBORHOOD COLLECTOR | \$81,732.60   | 0.039878788     | \$3,259.40          |
| 152 QUAILFOOT RUN          |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.092004924     | \$7,519.80          |
| 153 SMITH ST               |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.217198295     | \$17,752.18         |
| 154 TENNIS DR              |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.376541477     | \$30,759.37         |
| 155 VALLEY VIEW DR         |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.191073465     | \$15,616.93         |
| 156 VALLEY CIR             |              |                  | 32      | 68            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.041170455     | \$3,364.97          |
| 157 ALPS CT                |              | DEAD END         | 31      | 69            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.204924242     | \$16,748.99         |
| 158 BROOKS DR              |              |                  | 30      | 70            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 0.233186384     | \$19,058.83         |
| 159 HEARTH WAY             |              |                  | 30      | 70            | Poor              | Deep Patch & Crack Seal  | LOCAL STREET           | \$81,732.60   | 1.07625758      | \$88,017.60         |
| 160 OAKLEY INDUSTRIAL BLVD |              | SPENCE RD        | 29      | 71            | Fair              | Crack Seal / Slurry Seal | MAJOR COLLECTOR        | \$38,016.00   | 0.867013658     | \$25,380.00         |
| 161 RIVERTOWN RD           |              | VEDGUE CIRCLE    | 29      | 71            | Fair              | Crack Seal / Slurry Seal | MINOR COLLECTOR        | \$38,016.00   | 0.323594697     | \$12,391.20         |
| 162 RIVERTOWN RD           |              | VEDGUE CIRCLE    | 28      | 72            | Fair              | Crack Seal / Slurry Seal | LOCAL STREET           | \$38,016.00   | 0.239836364     | \$9,002.59          |
| 163 BLACKHEATH WAY         |              |                  | 27      | 73            | Fair              | Crack Seal / Slurry Seal | LOCAL STREET           | \$38,016.00   | 0.131591667     | \$5,072.32          |
| 164 JEROME RD              |              |                  | 26      | 74            | Fair              | Crack Seal / Slurry Seal | LOCAL STREET           | \$38,016.00   | 0.032675        | \$1,242.17          |
| 165 LAKE DYLAN CT          |              |                  | 25      | 75            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.228766894     | \$7,241.32          |
| 166 CAPITOL KNOLL          |              |                  | 25      | 75            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.062580303     | \$2,616.14          |
| 167 HILLSIDE DR            |              |                  | 25      | 75            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.230974811     | \$7,317.28          |
| 168 VICKERY DR             |              |                  | 23      | 77            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.034136742     | \$1,081.45          |
| 169 SILVER LEAF CIR        |              |                  | 23      | 77            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.040341477     | \$1,276.02          |
| 170 SPRUCE CIR             |              |                  | 21      | 79            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.46645322      | \$14,777.24         |
| 171 CAMDEN WAY             |              |                  | 21      | 79            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.333155303     | \$10,554.36         |
| 172 TENNIS CIR             |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.088195833     | \$2,794.04          |
| 173 ARGUS DR               |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.410603598     | \$13,007.92         |
| 174 BROAD MOOR WAY         |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.117657614     | \$3,724.54          |
| 175 BUCKINGHAM TER         |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.176459659     | \$5,590.24          |
| 176 ELLA LN                |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.077920833     | \$2,468.50          |
| 177 HILL PINE RD           |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.302667424     | \$9,588.50          |
| 178 MALONE CIR             |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.651677462     | \$20,645.14         |
| 179 MARY ERNA DR           |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.191117992     | \$6,054.62          |
| 180 RAVEN TRC              |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.191117992     | \$6,054.62          |
| 181 SHADOW CREEK CT        |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.092849621     | \$2,941.48          |
| 182 SIGNATURE TRC          |              |                  | 20      | 80            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.072845076     | \$2,307.73          |
| 183 BAYBERRY HILLS         |              |                  | 19      | 81            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.079363636     | \$2,544.54          |
| 184 HIDDEN BROOK CT        |              |                  | 19      | 81            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.082332386     | \$2,608.29          |
| 185 HORSEMAN RUN           |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.028517424     | \$903.43            |
| 186 AULTWIN GREEN CT       |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.094718371     | \$3,000.68          |
| 187 BLUEBIRD LN            |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.406157197     | \$12,867.06         |
| 188 BUCKINGHAM LN          |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.043997538     | \$1,393.84          |
| 189 BUCKBELL CT            |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.087544129     | \$2,773.40          |
| 190 ESTES DR               |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.245705971     | \$7,783.96          |
| 191 FAIRHAVEN TRL          |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.102666098     | \$3,252.46          |
| 192 HIGHLAND TRC           |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.077932386     | \$2,468.90          |
| 193 HONEYSUCKLE LN         |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.461070265     | \$14,606.71         |
| 194 LAKE ESTHER DR         |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.048429545     | \$1,534.25          |
| 195 LAKE LOUISE LN         |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.167459523     | \$5,305.09          |
| 196 MAYFERN TRC            |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.128657121     | \$4,016.20          |
| 197 MAYFERN WAY            |              |                  | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   | 0.0979174593    | \$3,101.93          |
| 198 MULLIS ST              |              | DODD             | 18      | 82            | Fair              | Crack Seal               | LOCAL STREET           | \$31,680.00   |                 |                     |



| Route Name               | Segment From      | Segment To | Deducts | Segment Score | Overall Condition | Repair Recommendation | Class                  | Cost per Mile | Length in Miles | Est. Cost of Repair |
|--------------------------|-------------------|------------|---------|---------------|-------------------|-----------------------|------------------------|---------------|-----------------|---------------------|
| 199 PALACE LN            |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.179587121     | \$3,682.98          |
| 200 PINEHURST DR         |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.447025758     | \$14,161.78         |
| 201 POINTE CIR           |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.074918639     | \$2,373.43          |
| 202 POINTE CT            |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.04490947      | \$1,422.73          |
| 203 PRESERVE PASS        |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.197           | \$6,240.96          |
| 204 REVERE TURN          |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.272           | \$8,616.96          |
| 205 ROCKNESS RD          |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.069863636     | \$2,213.28          |
| 206 STRICKLAND ST        |                   |            | 18      | 82            | Fair              | Crack Seal            | NEIGHBORHOOD COLLECTOR | \$31,680.00   | 0.432765152     | \$13,710.00         |
| 207 TALL DEER DR         | ORCHARD           |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.039752841     | \$1,259.37          |
| 208 TANBARK PL           |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.082794129     | \$2,622.92          |
| 209 WOODGLEFF CT         |                   |            | 18      | 82            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.332797727     | \$10,543.03         |
| 210 WOODLAND HILLS DR    |                   |            | 16      | 84            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.329326598     | \$10,433.13         |
| 211 AVALON TER           |                   |            | 16      | 84            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.126820644     | \$4,017.63          |
| 212 FAIRGROVE LN         |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.17754072      | \$5,624.49          |
| 213 BREEZE MEADOW        |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.07157576      | \$2,400.00          |
| 214 CARDINAL CT          |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.112115667     | \$3,600.00          |
| 215 JACLYN WAY           |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.187815152     | \$5,953.15          |
| 216 MEADOW TRC           |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.318845953     | \$10,101.04         |
| 217 NOWELL DR            |                   |            | 15      | 85            | Fair              | Crack Seal            | LOCAL STREET           | \$31,680.00   | 0.219275379     | \$6,946.64          |
| 218 WOOD WAY             |                   |            | 14      | 86            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.041164583     | \$0.00              |
| 219 ABBY SPRINGS CT      |                   |            | 14      | 86            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.098230114     | \$0.00              |
| 220 FOSTER CIR           |                   |            | 13      | 87            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.044991856     | \$0.00              |
| 221 HIGHLAND PASS        |                   |            | 13      | 87            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.137693561     | \$0.00              |
| 222 TROTTERS CIR         |                   |            | 13      | 87            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.020336742     | \$0.00              |
| 223 WINDSOR PL           |                   |            | 12      | 88            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.294153977     | \$0.00              |
| 224 APRIL'S WAY          |                   |            | 12      | 88            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.104898864     | \$0.00              |
| 225 EMPIRE STATE DR      |                   |            | 12      | 88            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.065808525     | \$0.00              |
| 226 JONES AVE            |                   |            | 12      | 88            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.20395947      | \$0.00              |
| 227 ORIOLE LN            |                   |            | 12      | 88            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.392276705     | \$0.00              |
| 228 PARKWAY DR           |                   |            | 11      | 89            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.242483523     | \$0.00              |
| 229 DYNASTY DR           |                   |            | 11      | 89            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.109859848     | \$0.00              |
| 230 GLEN VALLEY WAY      |                   |            | 11      | 89            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.198330682     | \$0.00              |
| 231 LINCOLN DR           |                   |            | 11      | 89            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.065905871     | \$0.00              |
| 232 WHITE OAK WAY        |                   |            | 11      | 89            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.470604356     | \$0.00              |
| 233 WINDSOR WAY          |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.031602462     | \$0.00              |
| 234 APRIL'S CT           |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.051667424     | \$0.00              |
| 235 APPAN PT             |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.173365553     | \$0.00              |
| 236 AUTUMN GREEN DR      | CASTLEWAY         |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.081900947     | \$0.00              |
| 237 AVALON WAY           |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.033           | \$0.00              |
| 238 HICKORY DR           |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.027153598     | \$0.00              |
| 239 MCINTOSH CT          |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.165749242     | \$0.00              |
| 240 MEADOW CT            |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.109334298     | \$0.00              |
| 241 MEADOW GLEN PASS     |                   |            | 10      | 90            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.45531875      | \$0.00              |
| 242 SOMERSET HILLS       |                   |            | 9       | 91            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.175566553     | \$0.00              |
| 243 BUCKINGHAM CV        |                   |            | 9       | 91            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.207431061     | \$0.00              |
| 244 LAUREN DR            |                   |            | 8       | 92            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.239882386     | \$0.00              |
| 245 BLACK DIAMOND DR     |                   |            | 8       | 92            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.296866477     | \$0.00              |
| 246 BROADLEAF TRL        |                   |            | 8       | 92            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.220251136     | \$0.00              |
| 247 CHAMPION TRL         |                   |            | 8       | 92            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.155437311     | \$0.00              |
| 248 HORSESHOE LN         |                   |            | 8       | 92            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.457441288     | \$0.00              |
| 249 SENECA RD            |                   |            | 7       | 93            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.073106061     | \$0.00              |
| 250 GLEN COVE DR         |                   |            | 7       | 93            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.169185227     | \$0.00              |
| 251 HIGHLAND PKWY        |                   |            | 7       | 93            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.104302462     | \$0.00              |
| 252 RIVERVIEW CT         |                   |            | 7       | 93            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.407348864     | \$0.00              |
| 253 VILLAGE GREEN DR     |                   |            | 6       | 94            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.091443371     | \$0.00              |
| 254 BUCKINGHAM DR        |                   |            | 6       | 94            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.082260938     | \$0.00              |
| 255 EAGLES WALK          |                   |            | 6       | 94            | Good              | No Repair             | NEIGHBORHOOD COLLECTOR | \$0.00        | 0.104797721     | \$0.00              |
| 256 MULLIS ST            | STRICKLAND        |            | 6       | 94            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.548147971     | \$0.00              |
| 257 WINDING CROSSING TRL |                   |            | 6       | 94            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0               | \$0.00              |
| 258 WINDSOR LN           |                   |            | 5       | 95            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.12867822      | \$0.00              |
| 259 DYNASTY LN           |                   |            | 5       | 95            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.059999242     | \$0.00              |
| 260 HANDYMAN CT          |                   |            | 5       | 95            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.144508712     | \$0.00              |
| 261 VICTORIA DR          |                   |            | 5       | 95            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.088293561     | \$0.00              |
| 262 BARTON DR            |                   |            | 4       | 96            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.099855871     | \$0.00              |
| 263 BEN LN               |                   |            | 2       | 98            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.19026326      | \$0.00              |
| 264 GLEN ABBY CIR        |                   |            | 2       | 98            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.203598485     | \$0.00              |
| 265 VALLEY VIEW DR       | MALONE ST         |            | 2       | 98            | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.206818182     | \$0.00              |
| 266 WASHINGTON ST        | W. CAMPBELLTON    |            | 0       | 100           | Good              | None - Completed 2013 | MAJOR COLLECTOR        | \$0.00        | 0.902050333     | \$0.00              |
| 267 JOHN RIVERS RD       | DURHAM LAKES PKWY |            | 0       | 100           | Good              | None - Completed 2013 | MAJOR COLLECTOR        | \$0.00        | 0.232954545     | \$0.00              |
| 268 MILAN RD             | GLADSTONE WAY     |            | 0       | 100           | Good              | None - Completed 2013 | MAJOR COLLECTOR        | \$0.00        | 1.087121212     | \$0.00              |
| 269 JOHN RIVERS RD       | ROOSEVELT HWY     |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.036266866     | \$0.00              |
| 270 APJAN WAY            |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.0395057197    | \$0.00              |
| 271 BELMONT TER          |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.187035795     | \$0.00              |
| 272 BIRDIE CIR           |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.183280114     | \$0.00              |
| 273 BLUEGRASS VIEW       |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.131628788     | \$0.00              |
| 274 BROOKS DR            | W. BROAD          |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.030475568     | \$0.00              |
| 275 CAMPBELL CT          |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.130586258     | \$0.00              |
| 276 CASTLE ROCK          |                   |            | 0       | 100           | Good              | No Repair             | LOCAL STREET           | \$0.00        | 0.130586258     | \$0.00              |



| Route Name                 | Segment From    | Segment To      | Deducts | Segment Score | Overall Condition | Repair Recommendation | Class           | Cost per Mile | Length in Miles | Est Cost of Repair |
|----------------------------|-----------------|-----------------|---------|---------------|-------------------|-----------------------|-----------------|---------------|-----------------|--------------------|
| 277 CROSSWIND WALK         |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.13507178      | \$0.00             |
| 278 DUKE CT                |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.025438068     | \$0.00             |
| 279 DUKE DR                |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.150058818     | \$0.00             |
| 280 GOLIHTLY ST            |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.225193939     | \$0.00             |
| 281 MAYFERN CIR            |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.096057396     | \$0.00             |
| 282 MUSCADINE NORTH CT     |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.073631629     | \$0.00             |
| 283 MUSCADINE SOUTH CT     |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.075224432     | \$0.00             |
| 284 OAKLEY INDUSTRIAL BLVD | FAYETTEVILLE RD | GRAHAM RD       | 0       | 100           | Good              | No Repair             | MAJOR COLLECTOR | \$0.00        | 0.905492424     | \$0.00             |
| 285 PARK CT                | MILAM RD        | FAIRHAVEN TRAIL | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.063977652     | \$0.00             |
| 286 PLANTATION RD          |                 |                 | 0       | 100           | Good              | No Repair             | MINOR COLLECTOR | \$0.00        | 0.230303003     | \$0.00             |
| 287 RIVERA CT              |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.071472727     | \$0.00             |
| 288 ROYAL CT               |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.02978447      | \$0.00             |
| 289 VINTAGE CT             |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.120428977     | \$0.00             |
| 290 WINDING BROOK WAY      |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.245145265     | \$0.00             |
| 291 WINGSOR CT             |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0               | \$0.00             |
| 292 WOODLAND DR            |                 |                 | 0       | 100           | Good              | No Repair             | LOCAL STREET    | \$0.00        | 0.183436932     | \$0.00             |

**TOTALS** **\$130,876 PER MILE** **73.8** **\$9,655,316**





CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: APRIL 30TH, 2021

100-General Fund  
Public Works Admin

| DEPARTMENTAL EXPENDITURES              | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|----------------|----------------|-----------------------|--------------|-------------------|----------------|-------------|
| 100-4100-53-1600 Small Equip 500-5000  | 2,000.00       | 0.00           | 0.00                  | 0.00         | 0.00              | 2,000.00       | 0.00        |
| 100-4100-53-1700 Misc Supplies <500    | 500.00         | 0.00           | 0.00                  | 0.00         | 0.00              | 500.00         | 0.00        |
| 100-4100-53-1710 Uniforms/Clothing     | 500.00         | 0.00           | 0.00                  | 0.00         | 0.00              | 500.00         | 0.00        |
| 100-4100-53-1720 Repair Parts          | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-53-1730 Duncan Park           | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| TOTAL Supplies                         | 7,000.00       | 0.00           | 0.00                  | 1,342.22     | 0.00              | 5,657.78       | 19.17       |
| Capital Outlay                         |                |                |                       |              |                   |                |             |
| 100-4100-54-1401 Infrastructure - SR74 | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2200 Vehicles              | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2300 Furniture & Fixtures  | 5,000.00       | 2,028.13       | 0.00                  | 2,028.13     | 0.00              | 2,971.87       | 40.56       |
| 100-4100-54-2400 Computers             | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2600 Building Renovations  | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2700 Equipment             | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| TOTAL Capital Outlay                   | 5,000.00       | 2,028.13       | 0.00                  | 2,028.13     | 0.00              | 2,971.87       | 40.56       |

|                          |            |           |      |            |      |            |       |
|--------------------------|------------|-----------|------|------------|------|------------|-------|
| TOTAL Public Works Admin | 343,528.00 | 51,025.35 | 0.00 | 191,813.18 | 0.00 | 151,714.82 | 55.84 |
|--------------------------|------------|-----------|------|------------|------|------------|-------|



**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: APPROVAL OF TASK ORDER #16 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION                       OTHER

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact of this task order will be \$25,000. The proposed expenditures will come out of the Public Works Administration Professional Account (100-4100-52-1200).

**PUBLIC HEARING?**  Yes                       No

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**PURPOSE:** For Mayor and Council to approve Task Order #16 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 was approved with the understanding that task orders associated with Professional Engineering and Landscape Architectural Services would be issued on an as need basis. As such, the task order #16 for said services has been submitted for review and approval.

**RECOMMENDED ACTION:** Staff recommends that the City Council approve Task Order #16 with Pond & Company for Professional Engineering & Landscape Architectural Services and authorize the Mayor to sign the Task Order for an amount not to exceed \$25,000.

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





3500 Parkway Lane, Suite 500  
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744  
www.pondco.com

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## **TASK ORDER 16: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)**

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**To:** City of Fairburn

PO Box 145

Fairburn, GA 30213

**Attn:** Mr. Lester Thompson

**Date:** June 7, 2021

**From:** Andrew Kohr (Pond)

**Copy to:** James McNabb

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### **Scope of Work**

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**Description:** Provide On-Call Professional Engineering & Landscape Architectural Services as identified in the Request for Proposal dated May 15, 2019 and subsequent contract dated July 31, 2019.

#### **Background:**

Pond has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 31, 2019. This TO has been prepared to assist the City of Fairburn with Professional Engineering and Landscape Architecture Services. Pond will support existing staff in executing plan reviews and providing engineering assistance as needed.

#### **Specific Tasks:**

- Provide plan review services for projects submitted to the city for development permits
- Provide engineering and landscape architecture services as requested.
- Provide development site inspection services as requested.

#### **Budget**

The total not to exceed budget is \$25,000 includes staff review time and reimbursable expenses to perform the scope of work. The city will be billed using the billing rates and expense table included in our proposal.

**Additional Work**

Pond can provide the city additional planning, design, and engineering services on an as-needed basis. A scope of work for future services would be provided under subsequent task orders.

**Authorization**

As our authorization to proceed with the scope of work, schedule, and fee structure outlined herein, please sign in the space provided below and return one copy (digital is acceptable) to Pond (c/o Andrew Kohr) for our records.

Authorized by: \_\_\_\_\_

Name: Elizabeth Carr-Hurst

Title: Mayor

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





# City of Fairburn

July 26, 2019

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

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

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

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

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

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

Sincerely,

Lester Thompson, Deputy Director Community Development/Public Works

### ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Pond & Company

Bob Williams, PE

Vice President

7.31.2019

Date

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 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:

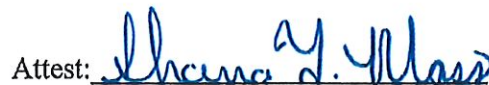
**THE CITY OF FAIRBURN**, a municipality incorporated in the State of Georgia

**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  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF APRIL 30TH, 2021

100-General Fund  
Public Works Admin

| DEPARTMENTAL EXPENDITURES              | CURRENT BUDGET | CURRENT PERIOD | PRIOR YEAR PO ADJUST. | Y-T-D ACTUAL | Y-T-D ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|--|----------------|----------------|-----------------------|--------------|-------------------|----------------|-------------|
| 100-4100-53-1600 Small Equip 500-5000  | 2,000.00       | 0.00           | 0.00                  | 0.00         | 0.00              | 2,000.00       | 0.00        |
| 100-4100-53-1700 Misc Supplies <500    | 500.00         | 0.00           | 0.00                  | 0.00         | 0.00              | 500.00         | 0.00        |
| 100-4100-53-1710 Uniforms/Clothing     | 500.00         | 0.00           | 0.00                  | 0.00         | 0.00              | 500.00         | 0.00        |
| 100-4100-53-1720 Repair Parts          | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-53-1730 Duncan Park           | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| TOTAL Supplies                         | 7,000.00       | 0.00           | 0.00                  | 1,342.22     | 0.00              | 5,657.78       | 19.17       |
| Capital Outlay                         |                |                |                       |              |                   |                |             |
| 100-4100-54-1401 Infrastructure - SR74 | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2200 Vehicles              | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2300 Furniture & Fixtures  | 5,000.00       | 2,028.13       | 0.00                  | 2,028.13     | 0.00              | 2,971.87       | 40.56       |
| 100-4100-54-2400 Computers             | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2600 Building Renovations  | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| 100-4100-54-2700 Equipment             | 0.00           | 0.00           | 0.00                  | 0.00         | 0.00              | 0.00           | 0.00        |
| TOTAL Capital Outlay                   | 5,000.00       | 2,028.13       | 0.00                  | 2,028.13     | 0.00              | 2,971.87       | 40.56       |
| TOTAL Public Works Admin               | 343,528.00     | 51,025.35      | 0.00                  | 191,813.18   | 0.00              | 151,714.82     | 55.84       |





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF SOUTH FULTON FOR THE OAKLEY INDUSTRIAL BOULEVARD FULL-DEPTH RECLAMATION PROJECT**

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

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Engineering

**BUDGET IMPACT:** The budget impact of the proposed Intergovernmental Agreement is an increase of approximately \$504,019.45 in project funding.

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

**PURPOSE:** For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the City of South Fulton to provide supplemental funding for the Oakley Industrial Full-Depth Reclamation Project, (21-001).

**HISTORY:** The City of Fairburn requested the City of South Fulton contribute construction funding towards the Oakley Industrial Boulevard Full-Depth Reclamation Project, (21-001). The intent was to coordinate the roadway improvements of Oakley Industrial Boulevard from SR 74/Senoia Road to SR 92/Spence Road under the above-mentioned project which is partially inside the City of South Fulton and partially inside the City of Fairburn.

**FACTS AND ISSUES:** The proposed IGA is the means by which the funding agreement between the City of Fairburn and the City of South Fulton will be formalized. In order to be reimbursed approximately \$504,019.45 in construction funding for the proposed roadway improvements on Oakley Industrial Boulevard the IGA with the City of South Fulton must be approved.

**RECOMMENDED ACTION:** Staff recommends that Mayor and City Council approve the Intergovernmental Agreement with the City of South Fulton for the Oakley Industrial Boulevard Full-Depth Reclamation Project, (21-001).

  
Elizabeth Carr-Hurst, Mayor

# City of South Fulton Agenda Item Summary



|   |   |   |
|---|---|---|
| <b>City Council Meeting Date</b> <u>May 25, 2021</u>  |   |   |
| <b>Requesting Department</b><br>Public Works  | <b>Council District(s) Affected</b><br>7                          |   |
| <b>Requested Action</b><br>Request Council Approval to enter into an Intergovernmental Agreement (IGA) with the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, (SR74 to SR 92), within the City of South Fulton, in an amount not to exceed \$504,019.45.  |   |   |
| <b>Requirements for Council Action</b> (City specific Council policy, statute or code requirement)<br>Staff recommends Council approval   |   |   |
| <b>Summary and Background</b> (Provide department recommendation and an executive summary of the action that gives an overview of the relevant details)<br><br>The Public Works Department requests approval of the Intergovernmental agreement between the City of South Fulton and the City of Fairburn for the full depth reclamation of Oakley Industrial Boulevard, asphalt paving and striping, from Senoia Rd (SR 74) to SR 92. Oakley Industrial Boulevard will be resurfaced per Georgia Department of Transportation (GDOT) standards and specifications. The total resurfacing cost from Senoia Rd (SR 74) to SR 92 is estimated at \$720,027.78. The City of South Fulton's total estimated cost for construction is \$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 92. |   |   |
| <b>Funding Source</b> (if applicable)<br>Funding Line Pending Midyear Budget Ordinance Approval   |   |   |
| <b>Financial Impact</b> (if applicable)<br>\$504,019.45 or 70% of construction cost   |   |   |
| <b>Financial Impact Statement Received</b> Yes <input type="checkbox"/> No <input type="checkbox"/>   |   |   |
| <b>Legislative Process Complete</b> Yes <input type="checkbox"/> No <input type="checkbox"/>  |   |   |
| <b>Department Director Approval</b><br><i>Antonio Valenzuela</i><br>_____<br>_____  | <b>Finance Director Approval</b><br><i>Nora Raber</i><br>_____    |   |
| <b>Assistant City Manager Approval</b><br><i>[Signature]</i><br>_____   | <b>City Attorney Approval</b><br><i>Vincent D. Hyman</i><br>_____ | <b>City Manager Approval</b><br><i>Tammi Saddler Jones</i><br>_____ |



(STATE OF GEORGIA)

(COUNTY OF FULTON)

**INTERGOVERNMENTAL AGREEMENT**

**Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001**

This agreement made by and between City of Fairburn, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “City of Fairburn”) and City of South Fulton, Georgia, a subdivision of the State of Georgia (hereinafter referred to as “City of South Fulton”), each of whom has been duly authorized to enter this agreement,

**WITNESSETH:**

**WHEREAS**, the City of Fairburn is working as the project sponsor on Project Number 21-001, Oakley Industrial Full-Depth Reclamation Project; and

**WHEREAS**, the City of Fairburn wishes to coordinate the full-depth reclamation of Oakley Industrial Boulevard from SR 92 to SR 74 under the above-mentioned project which is partially inside of the City of South Fulton and partially inside of the City of Fairburn; and

**WHEREAS**, both Cities feel that in it is the mutual interest of both parties to enter into this Intergovernmental Agreement for the purpose of this regional transportation improvement project which will beautify and provide roadway improvements to both Cities; and

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Description of Project – The project consists of full depth reclamation, asphalt paving and striping on Oakley Industrial Boulevard Road from the deceleration lane of the Solstice Apartment Complex to SR 74 in Fairburn. In addition, (#1) Oakley Industrial Boulevard from SR 74 to SR 92, (#2) Oakley Industrial Boulevard from SR 92 to Fayetteville Road, (#3) Oakley Industrial Boulevard from Fayetteville Road to Stalwart Road, (#4) Oakley Industrial Boulevard from just west of Bohannon Road to Creekwood Road, and (5) Gullatt Road for the bridge over I-85 to McLarin Road were bid as Add Alternates.
2. Design Costs - The City of Fairburn conducted the preparation of the construction plans for the project. The City of Fairburn was responsible for all engineering costs associated with the preparation of procurement documents necessary to design that portion of the project inside of the City of South Fulton’s city boundary.
3. Right-of-Way Costs – The City of Fairburn shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of Fairburn. The City of South Fulton shall be responsible for all necessary costs associated with the acquisition of all rights-of-way and easements necessary to construct the improvements within the City of South Fulton. There are no anticipated ROW costs.
4. Utility Relocations - The City of Fairburn shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their City boundary. The City of South Fulton shall be responsible for one hundred percent (100%) of the necessary cost of utility relocations associated with the project inside of their boundary. All effort will be made to avoid utility relocation for this project.

INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001

5. Construction Cost – The City of Fairburn will contract with a contractor to construct the project. The City of South Fulton shall be responsible for all construction costs necessary to construct the project inside of the City of South Fulton’s city boundary. The City of South Fulton’s total estimated cost for construction is **\$504,019.45 or 70% of the construction costs of the full-depth reclamation of Oakley Industrial Boulevard, from SR 74 to SR 138**. Said payment to the City of Fairburn shall be due within 30 days after final completion of the construction activities. Please reference Exhibit “A” for the itemized breakdown of estimated construction cost.
6. Funding – In consideration of and with respect to funding to be provided by the City of South Fulton, the City of Fairburn agrees that it shall maintain records of the expenditures of all funds and such records shall be maintained in accordance with generally accepted accounting procedures. The City of Fairburn shall comply with all Federal, State and County regulations governing the use of any of the funds provided by the City of South Fulton for this project.

7. Notices – All notices pursuant to this agreement shall be served as follows:

As to City of South Fulton, Georgia:

Mayor  
5440 Fulton Industrial Blvd.  
Atlanta, Georgia 30336

As to City of Fairburn, Georgia:

Mayor  
56 Malone St., SW  
Fairburn, Georgia 30213

8. Term of Agreement - The term of this Agreement shall commence upon the date set forth above and shall terminate either one (1) year from that date or at such time as the construction of the Oakley Industrial Full-Depth Reclamation Project has been completed and fulfilled. The let date for this project was January 6, 2021. The anticipated Notice of Award date is April 28<sup>th</sup>, 2021.
9. Termination - This Agreement may be terminated by written agreement between City of Fairburn and the City of Union City, by the failure of a party to fulfill a material obligation, or by operation of law.
10. Governing Law - This Agreement shall be governed in all respects as to validity, construction, and performance by the laws of the State of Georgia.
11. Entire Agreement - This Agreement and its exhibits, incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. No other writings or oral agreements or conversations shall effect or modify any of the terms or obligations herein contained. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing service in connection with this Project of any liability or responsibility to perform the services in a safe and responsible manner or to complete the work in a good, substantial, and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either City of Fairburn or to the City of South Fulton by the Constitution and laws of the State of Georgia.



INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001

12. Amendment - No variation or modification of this Agreement shall be valid unless made in writing and executed by all parties.
13. Severability - If any section of this Agreement is found to be void or invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.
14. Counterparts - This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**CITY OF FAIRBURN, GEORGIA**

ATTEST: \_\_\_\_\_  
Arika Birdsong-Miller  
City Clerk

By: \_\_\_\_\_  
Elizabeth Carr-Hurst, Mayor  
City of Fairburn

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Director, Community Development/Public Works

\_\_\_\_\_  
William R. (Randy) Turner  
City of Fairburn Attorney



**CITY OF SOUTH FULTON, GEORGIA**

ATTEST: \_\_\_\_\_ 6/3/21  
(Seal)  
Clerk to the Commission

By: \_\_\_\_\_  
William "Bill" Edwards, Mayor  
City of South Fulton

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Director, Public Works Department

\_\_\_\_\_  
Office of City Attorney

INTERGOVERNMENTAL AGREEMENT  
Oakley Industrial Full-Depth Reclamation Project – SR 74 to SR 92  
Project Number 21-001

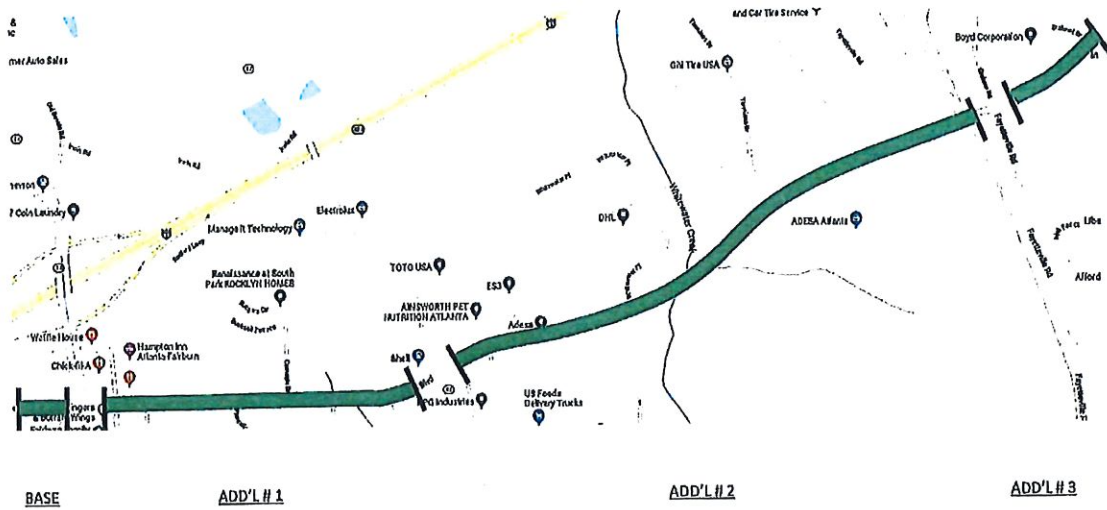
**EXHIBIT “A” CONSTRUCTION COST**

| <b>OAKLEY INDUSTRIAL BOULEVARD [SR 47 TO SR 92]</b>   |          |      |             |                      |
|---|----------|------|-------------|----------------------|
| ITEM DESCRIPTION  | QUANTITY | UNIT | UNIT PRICE  | TOTAL                |
| Traffic Control   | 1        | LS   | \$ 52375.78 | \$ 52,375.78         |
| Temporary Silt Fence, TP C  | 500      | LF   | \$ 5.00     | \$ 2,500.00          |
| Full Depth Reclamation of 14 IN of Existing Asphalt, Conc. and Subgrade with Cement Stabilization | 18,600   | SY   | \$ 7.99     | \$ 148,614.00        |
| Cement for Stabilization @ 90 LBS/SY  | 840      | TN   | \$ 165.00   | \$ 138,600.00        |
| Recycled Asph Conc. 12.5 MM Superpave, GP 2 only, Incl. Bitum Matl & H Lime                       | 1,540    | TN   | \$ 91.25    | \$ 140,525.00        |
| Recycled Asph Conc. 19 MM Superpave, GP 1 or 2, incl. Bitum Matl & H Lime                         | 2,050    | TN   | \$ 81.36    | \$ 166,788.00        |
| Tack Coat   | 1,500    | GL   | \$ 1.92     | \$ 2,880.00          |
| Thermoplastic Solid Traf Stripe, 5 IN, White  | 7,050    | LF   | \$ 0.46     | \$ 3,243.00          |
| Thermoplastic Solid Traf Stripe, 5 IN, Yellow   | 6,750    | LF   | \$ 0.46     | \$ 3,105.00          |
| Thermoplastic Solid Traf Stripe, 24 IN, White   | 24       | LF   | \$ 7.00     | \$ 168.00            |
| Raised PVMT Markers, TP 1   | 230      | EA   | \$ 4.50     | \$ 1,035.00          |
| Raised PVMT Markers, TP 3   | 140      | EA   | \$ 4.50     | \$ 630.00            |
| Mill Asph CONC PVMT, Variable Depth   | 18,600   | SY   | \$ 2.10     | \$ 39,060.00         |
| Adjust Manhole to Grade   | 4        | EA   | \$5,126.00  | \$ 20,504.00         |
| <b>PROJECT SUBTOTAL</b>   |          |      |             | <b>\$ 720,027.78</b> |

**City of South Fulton 70% match = \$504,019.45**



**CITY OF FAIRBURN**  
**OAKLEY INDUSTRIAL BLVD**  
**(FULL DEPTH RECLAMATION)**





**ALTERNATE # 1:**

**OAKLEY INDUSTRIAL BOULEVARD (SR 74/SENOIA RD TO SR 92/SPENCE RD)**



|                           |                        |
|---------------------------|------------------------|
| CITY OF FAIRBURN, GEORGIA |                        |
| PROJECT #:                |                        |
| PROJECT:                  | Oakley Industrial Blvd |
| BID NUMBER                | IFB 21-001             |

| Item # | GDOT # | Description | Units | Est. Bid Quantity | C.W. Matthews Contracting Company, Inc. |                 | Project #    |        |
|--------|--------|-------------|-------|-------------------|---|-----------------|--------------|--------|
|        |        |             |       |                   | Unit Price Bid                          | Total Bid Price | No. of Units | Amount |

**PROJECT: ADD ALTERNATE # 1: Oakley Industrial Boulevard (SR 74 to SR 92)**

|     |          |  |    |        |             |              |        |              |
|-----|----------|--|----|--------|-------------|--------------|--------|--------------|
| 100 | 150-1000 | TRAFFIC CONTROL  | LS | 1      | \$52,375.78 | \$52,375.78  | 1      | \$52,375.78  |
| 101 | 171-0030 | TEMPORARY SILT FENCE, TP C   | LF | 500    | \$5.00      | \$2,500.00   | 500    | \$2,500.00   |
| 102 | 301-0320 | FULL DEPTH RECLAMATION OF 14 IN OF EXISTING ASPHALT, CONC AND SUBGRADE WITH CEMENT | SY | 18,600 | \$7.99      | \$148,614.00 | 18,600 | \$148,614.00 |
| 103 | 301-5001 | CEMENT FOR STABILIZATION @ 90 LBS/SY   | TN | 840    | \$165.00    | \$138,600.00 | 840    | \$138,600.00 |
| 104 | 402-3130 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME          | TN | 1,540  | \$91.25     | \$140,525.00 | 1,540  | \$140,525.00 |
| 105 | 402-3190 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME            | TN | 2,050  | \$81.36     | \$166,788.00 | 2,050  | \$166,788.00 |
| 106 | 413-0750 | TACK COAT  | GL | 1,500  | \$1.92      | \$2,880.00   | 1,500  | \$2,880.00   |
| 107 | 653-1501 | THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE                                       | LF | 7,050  | \$0.46      | \$3,243.00   | 7,050  | \$3,243.00   |

|                                  |                        |
|----------------------------------|------------------------|
| <b>CITY OF FAIRBURN, GEORGIA</b> |                        |
| PROJECT #:                       |                        |
| PROJECT:                         | Oakley Industrial Blvd |
| BID NUMBER:                      | IFB 21-001             |

| BID SCHEDULE                       |          |   |       |                      | C.W. Matthews Contracting<br>Company, Inc. |                     | Project #    |                     |
|------------------------------------|----------|---|-------|----------------------|--|---------------------|--------------|---------------------|
| Item #                             | GDOT #   | Description                                   | Units | Est. Bid<br>Quantity | Unit Price Bid                             | Total Bid Price     | No. of Units | Amount              |
| 108                                | 653-1502 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW | LF    | 6,750                | \$0.46                                     | \$3,105.00          | 6,750        | \$3,105.00          |
| 109                                | 653-1704 | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE | LF    | 24                   | \$7.00                                     | \$168.00            | 24           | \$168.00            |
| 110                                | 654-1001 | RAISED PVMT MARKERS, TP 1                     | EA    | 230                  | \$4.50                                     | \$1,035.00          | 230          | \$1,035.00          |
| 111                                | 654-1003 | RAISED PVMT MARKERS, TP 3                     | EA    | 140                  | \$4.50                                     | \$630.00            | 140          | \$630.00            |
| 112                                | 432-5010 | MILL ASPH CONC PVMT, VARIABLE DEPTH           | SY    | 18,600               | \$2.10                                     | \$39,060.00         | 18,600       | \$39,060.00         |
| 113                                | 611-8050 | ADJUST MANHOLE TO GRADE                       | EA    | 4                    | \$5,126.00                                 | \$20,504.00         | 4            | \$20,504.00         |
| <b>ADD ALTERNATE # 1 BID TOTAL</b> |          |   |       |                      |  | <b>\$720,027.78</b> |              | <b>\$720,027.78</b> |





**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: AMERICAN RESCUE PLAN ACT**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION                       OTHER

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** \$3,130,890

**PUBLIC HEARING?**  Yes                       No

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**PURPOSE:** To provide Mayor and Council, with a list of projects that qualify as expenditures for 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 \$6.2 million from the American Rescue Act. The funding will be paid to local governments in two payments with the first 50% arriving in June 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.

**RECOMMENDED ACTION:** Approve staff recommended projects for the American Rescue Act Funding.

  
Elizabeth Carr-Hurst, Mayor

**2021 Proposed Projects for the American Rescue Act**

| <b>Project Name/Description</b>               | <b>Benefits to General Public</b>  | <b>Amount</b>       |
|---|--|---------------------|
| Broadband Project                             | Provide Wi-Fi and Highspeed Internet: Educ Complex to Downtown District        | \$ 500,000          |
|   | Provide Wi-Fi and Highspeed Internet: Underserved Communities                  | 250,000             |
|   | <b>Total</b>   | <b>750,000</b>      |
| Fire Hydrant Replacements:                    | Upgrade to 8 inch pipelines, increased water pressure for fire emergencies     |                     |
| 338 Bay Street                                |  |                     |
| Bay Street/Clayton Street                     |  |                     |
| 96 Brooks Drive                               |  |                     |
| 152 NW Broad Street                           |  |                     |
| Clayton Street/Chestnut Street                |  |                     |
| Fairview Drive and Elder Street               |  |                     |
| Fairview Drive and Jones Avenue               |  |                     |
| 153 Fairview Drive                            |  |                     |
| Fayetteville Road/Chestnut Street             |  |                     |
| Fayetteville Road/Popular Street              |  |                     |
| 379 Fayetteville Road                         |  |                     |
| Grant Street/Chestnut Street                  |  |                     |
| Heath Street                                  |  |                     |
| SE Malone Street/Green Street                 |  |                     |
| 121 Orchard Street                            |  |                     |
| 106 Poplar Street                             |  |                     |
| Spence Road/Poplar Street                     |  |                     |
| 353 Spence Road                               |  |                     |
| 401 Spence Road                               |  |                     |
| 94 Vickery Drive                              |  |                     |
|   | <b>Total</b>   | <b>275,000</b>      |
|   | <b>Benefits to General Public</b>  |                     |
| Broadmoor Way-Sewer Manhole Rehabilitation    | Relief for citizen from sewer surcharging in this area                         |                     |
|   | <b>Total</b>   | <b>30,000</b>       |
| Root Control and Sewer Leak Detection Program | Rehabilitation of the sewer system and leak detection                          |                     |
|   | <b>Total</b>   | <b>300,000</b>      |
| Fireside Lift Station Pump Repair             | Upgrades to Liftstations and improve SCADA monitoring and replace aging parts. |                     |
|   | <b>Total</b>   | <b>100,000</b>      |
| John River Lift Station Pump Repair           | Upgrades to Liftstations and improve SCADA monitoring and replace aging parts. |                     |
|   | <b>Total</b>   | <b>125,000</b>      |
| Evergreen Harbor Lakes Lift Station           | Upgrades to Liftstations and improve SCADA monitoring and replace aging parts. |                     |
|   | <b>Total</b>   | <b>60,000</b>       |
| Washington Street Gravity Sewer               | Upgrades to Sewer System due proposed residential development.                 |                     |
|   | <b>Total</b>   | <b>440,000</b>      |
| Elder Street Gravity Sewer                    | Upgrades to Sewer System because of aging infrastructure.                      |                     |
|   | <b>Total</b>   | <b>300,000</b>      |
|   | <b>Benefits to General Public</b>  |                     |
| Stormwater Pipe Lining Project                |  |                     |
|   | <b>Total</b>   | <b>395,000</b>      |
| Cybersecurity: Hardware and Software          | Secure Network and Prevent Ransomware-City Facilities                          |                     |
|   | <b>Total</b>   | <b>175,000</b>      |
| Community Initiatives:                        |  |                     |
| Vaccination Programs/Awareness                | Ensure residences of Fairburn are aware of vaccination programs in area        | 50,000              |
| Assistance to Small Businesses                | Foster economic development for small businesses                               | 100,000             |
|   | <b>Total</b>   | <b>150,000</b>      |
|   | <b>Total Expenditures for American Rescue Act</b>                              | <b>\$ 3,100,000</b> |





**CITY OF FAIRBURN**  
**CITY COUNCIL AGENDA ITEM**

**SUBJECT: Six-month update for Fiscal Year 2020-2021 (October 1, 2020-September 30, 2021)**

AGREEMENT                       POLICY / DISCUSSION                       CONTRACT  
 ORDINANCE                       RESOLUTION                       OTHER

**Submitted: 06/08/2021                      Work Session: N/A                      Council Meeting: 06/14/2021**

**DEPARTMENT:** Finance Department

**BUDGET IMPACT:** Six-months of Revenues and Expenditures Budget vs Actuals for Fiscal Year 2020-2021(October 1, 2020 to September 30, 2021).

**PUBLIC HEARING?**  Yes     No

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**PURPOSE:** To provide a six-month financial update to Mayor and Council on the City of Fairburn's Fiscal Year 2020-2021 Budget as well as the financial performance for the previous FY2019-20 Budget.

**HISTORY:** N/A

**FACTS AND ISSUES:** N/A

**RECOMMENDED ACTION:** For the Finance Staff to provide Mayor and Council with a six-month update on the FY2020-21 Budget and provide actuals for the previous FY2019-20 Budget.

  
Elizabeth Carr-Hurst  
Elizabeth Carr-Hurst, Mayor

**City of Fairburn, Georgia: Finance Department 6 Month Update for General Fund**

|   | Years Ended September 30 |               | Actual        | Budget       | Budget (50%)  | Actual      | Actual vs. Budget | Projected |
|---|--------------------------|---------------|---------------|--------------|---------------|-------------|-------------------|-----------|
|   | Amend Budget             | 2020          |               |              |               |             |                   |           |
| <b>General Fund</b>   |                          |               |               |              |               |             |                   |           |
| Operating Revenues:   |                          |               |               |              |               |             |                   |           |
| Taxes   | \$ 12,031,469            | \$ 13,893,338 | \$ 12,707,840 | \$ 6,353,920 | \$ 12,797,034 | 6,443,114   | 13,500,000        |           |
| Licenses and permits  | 1,862,277                | 1,607,386     | 507,690       | 253,845      | 436,432       | 182,587     | 507,690           |           |
| Intergovernmental revenues                                  | -                        | 699,575       | -             | -            | 79,603        | 79,603      | 79,603            |           |
| Fines and forfeitures                                       | 912,510                  | 894,289       | 655,000       | 327,500      | 176,981       | (150,519)   | 655,000           |           |
| Charges for services  | 822,400                  | 913,497       | 119,400       | 59,700       | 11,417        | (48,283)    | 100,000           |           |
| Interest Income   | 200,500                  | 271,114       | 250,448       | 125,224      | 41,241        | (83,983)    | 250,448           |           |
| Other   | 519,229                  | 129,047       | 84,372        | 42,186       | 106,742       | 64,556      | 120,000           |           |
| Total revenue   | \$ 16,348,385            | \$ 18,408,246 | \$ 14,324,750 | \$ 7,162,375 | \$ 13,649,450 | 6,487,075   | \$ 15,212,741     |           |
| <b>EXPENDITURES</b>   |                          |               |               |              |               |             |                   |           |
| Current:  |                          |               |               |              |               |             |                   |           |
| General Government  | 3,430,840                | 2,992,573     | 3,638,632     | 1,819,316    | 2,646,364     | 827,048     | 2,713,572         |           |
| Judicial  | 693,333                  | 485,978       | 710,447       | 355,224      | 254,739       | (100,485)   | 534,186           |           |
| Police  | 4,474,657                | 4,474,657     | 4,278,249     | 2,139,125    | 2,187,625     | 48,501      | 3,924,666         |           |
| Fire  | 3,904,649                | 3,491,815     | 3,743,712     | 1,871,856    | 1,524,373     | (347,483)   | 3,347,520         |           |
| Recreation  | 722,168                  | 398,005       | 491,307       | 245,654      | 117,715       | (127,939)   | 306,198           |           |
| Inspection  | 359,675                  | 343,279       | 337,264       | 168,632      | 147,728       | (20,904)    | 337,264           |           |
| Public Works Admin  | 353,175                  | 324,789       | 343,528       | 171,764      | 109,099       | (62,665)    | 301,000           |           |
| Maintenance and Shop  | 280,099                  | 253,676       | 277,721       | 138,861      | 97,453        | (41,408)    | 253,676           |           |
| Streets   | 1,391,572                | 1,136,715     | 1,380,870     | 690,435      | 431,794       | (258,641)   | 1,200,000         |           |
| Planning and development                                    | 460,284                  | 316,386       | 608,854       | 304,427      | 231,837       | (72,590)    | 350,000           |           |
| Capital outlay  |                          |               |               |              |               |             |                   |           |
| Principal   | 80,945                   | 80,945        | 80,945        | 40,473       | 284,289       | 243,816     | 284,289           |           |
| Interest  | 6,986                    | 6,986         | 6,986         | 3,493        | 30,764        | 27,271      | 30,764            |           |
| Total expenditures  | 16,158,383               | 14,305,804    | 15,898,515    | 7,949,258    | 8,063,780     | 114,523     | 13,583,135        |           |
| Excess (Deficiency) of revenues Over (Under) Expenditures   | 190,002                  | 4,102,442     | (1,573,765)   | (786,883)    | 5,585,670     | 6,372,553   | 1,629,606         |           |
| <b>OTHER FINANCING SOURCES (USES)</b>                       |                          |               |               |              |               |             |                   |           |
| Proceeds from sale of capital assets                        |                          | 15,101        |               |              |               |             |                   |           |
| Transfers in  | 1,237,930                | 600,000       | 3,486,315     | 1,743,158    | -             | (1,743,158) | 1,000,000         |           |
| Transfers out   | (1,427,932)              | (946,633)     | (1,912,550)   | (956,275)    | -             | 956,275     | (1,000,000)       |           |
| Total Other Financing Sources (Uses)                        | (190,002)                | (331,532)     | 1,573,765     | 786,883      | -             | (786,883)   | -                 |           |
| Net change in fund balances                                 |                          | 3,770,910     |               |              |               |             | 1,629,606         |           |
| <b>FUND BALANCES, beginning of fiscal year, as restated</b> | 11,733,431               | 11,733,431    | 15,504,341    | -            | -             | -           | 15,504,341        |           |
| <b>FUND BALANCES, end of fiscal year</b>                    | 11,733,431               | 15,504,341    | 15,504,341    | -            | -             | -           | 17,133,947        |           |



City of Fairburn, Georgia: Finance Department 6 Month Update for Electric Fund

|  | Years Ended September 30 |               | Actual        |              | Budget       |            | Budget        |              | Actual  |      | Actual vs. Budget |  | Projected |
|--|--------------------------|---------------|---------------|--------------|--------------|------------|---------------|--------------|---------|------|-------------------|--|-----------|
|  | 2020                     | 2020          | 2020          | 2021         | 2nd Qtr-50%  | 2021       | 2nd Qtr       | 2021         | 2nd Qtr | 2021 |                   |  |           |
| <b>OPERATING REVENUES</b>                                |                          |               |               |              |              |            |               |              |         |      |                   |  |           |
| Sales  | \$ 8,877,323             | \$ 9,429,910  | \$ 8,389,955  | \$ 4,194,978 | \$ 4,487,095 | \$ 18,476  | \$ 292,118    | \$ 8,974,190 |         |      |                   |  |           |
| Other  | -                        | 107,747       | -             | -            | -            | 18,476     | 18,476        | 36,953       |         |      |                   |  |           |
| Total operating revenue                                  | \$ 8,877,323             | \$ 9,537,657  | \$ 8,389,955  | \$ 4,194,978 | \$ 4,505,571 | \$ 310,594 | \$ 9,011,143  |              |         |      |                   |  |           |
| <b>OPERATING EXPENSES</b>                                |                          |               |               |              |              |            |               |              |         |      |                   |  |           |
| Cost of sales - purchases                                | 5,819,952                | 6,739,047     | 6,019,219     | 3,009,610    | 2,927,739    | (81,871)   | 6,019,219     |              |         |      |                   |  |           |
| General operating expenses                               | 1,705,332                | 1,360,252     | 1,507,812     | 753,906      | 865,826      | 111,920    | 1,731,652     |              |         |      |                   |  |           |
| Depreciation   | 344,117                  | 376,797       | 344,117       | 172,059      | -            | (172,059)  | 344,117       |              |         |      |                   |  |           |
| Other operating expenses                                 | -                        | -             | -             | -            | -            | -          | -             |              |         |      |                   |  |           |
| Total operating expenses                                 | 7,869,401                | 8,476,096     | 7,871,148     | 3,935,574    | 3,793,565    | (142,009)  | 8,094,988     |              |         |      |                   |  |           |
| Operating Income (loss)                                  | 1,007,922                | 1,061,561     | 518,807       | 259,404      | 712,006      | 168,585    | 916,155       |              |         |      |                   |  |           |
| <b>NONOPERATING REVENUES (EXPENSES)</b>                  |                          |               |               |              |              |            |               |              |         |      |                   |  |           |
| Gain on sale of capital assets                           |                          |               |               |              |              |            |               |              |         |      |                   |  |           |
| Capital  | (362,305)                | -             | (498,807)     | (249,404)    | (5,708)      | 243,696    | (200,000)     |              |         |      |                   |  |           |
| Interest Income  | 30,000                   | 62            | 30,000        | 15,000       | -            | (15,000)   | -             |              |         |      |                   |  |           |
| Interest Expense & Fiscal Charges                        | (87,687)                 | (3,886)       | (50,000)      | (25,000)     | -            | 25,000     | (50,000)      |              |         |      |                   |  |           |
| Total nonoperating revenue (expenses)                    | (419,992)                | (3,824)       | (518,807)     | (259,404)    | (5,708)      | 253,696    | (250,000)     |              |         |      |                   |  |           |
| Income (loss) before capital contributions and transfers | 587,930                  | 1,057,737     | -             | -            | 706,298      | 422,280    | 666,155       |              |         |      |                   |  |           |
| Capital contributions                                    | -                        | -             | -             | -            | -            | -          | -             |              |         |      |                   |  |           |
| Transfers in   | -                        | -             | -             | -            | -            | -          | -             |              |         |      |                   |  |           |
| Transfers out  | (587,930)                | 24,695        | -             | -            | -            | -          | -             |              |         |      |                   |  |           |
| Change in net assets                                     | -                        | 1,082,432     | -             | -            | -            | -          | 666,155       |              |         |      |                   |  |           |
| Total net position (deficits), beginning of year         | 12,952,708               | 12,952,708    | 14,035,140    | -            | -            | -          | 14,035,140    |              |         |      |                   |  |           |
| Total net position (deficits), end of fiscal year        | \$ 12,952,708            | \$ 14,035,140 | \$ 14,035,140 | \$ -         | \$ -         | \$ -       | \$ 14,701,295 |              |         |      |                   |  |           |

City of Fairburn, Georgia: Finance Department 6 Month Update for Water & Sewer Fund

|  | Years Ended September 30 |               |               |              |              |            | Actual vs. Budget | Projected |
|--|--------------------------|---------------|---------------|--------------|--------------|------------|-------------------|-----------|
|  | Budget                   | Actual        | Budget        | Budget       | Actual       | Actual     |                   |           |
|  | 2020                     | 2020          | 2021          | 2Q (50%)     | 2Q           | 2Q         | 2021              |           |
| <b>OPERATING REVENUES</b>                                |                          |               |               |              |              |            |                   |           |
| Sales  | \$ 8,044,904             | \$ 7,551,230  | \$ 7,252,997  | \$ 3,626,499 | \$ 4,151,413 | \$ 524,915 | \$ 8,302,826      |           |
| Other  |                          |               |               |              |              |            |                   |           |
| Total operating revenue                                  | \$ 8,044,904             | \$ 7,551,230  | \$ 7,252,997  | \$ 3,626,499 | \$ 4,151,413 | \$ 574,216 | \$ 8,442,694      |           |
| <b>OPERATING EXPENSES</b>                                |                          |               |               |              |              |            |                   |           |
| Cost of sales - purchases                                | 3,061,418                | 3,433,850     | 2,622,822     | 1,311,411    | 1,237,825    | (73,586)   | 2,689,774         |           |
| General operating expenses                               | 739,911                  | 936,839       | 1,225,826     | 612,913      | 515,703      | (97,210)   | 1,031,406         |           |
| Depreciation   | 585,416                  | 741,907       | 555,000       | 277,500      | -            | (277,500)  | 555,000           |           |
| Other operating expenses                                 | -                        | -             | -             | -            | -            | -          | -                 |           |
| Total operating expenses                                 | 4,386,745                | 5,112,596     | 4,403,648     | 2,201,824    | 1,753,528    | (448,296)  | 4,276,180         |           |
| Operating Income (loss)                                  | \$ 3,658,159             | \$ 2,438,634  | \$ 2,849,349  | \$ 1,424,675 | \$ 2,397,885 | \$ 125,920 | \$ 4,166,514      |           |
| <b>NONOPERATING REVENUES (EXPENSES)</b>                  |                          |               |               |              |              |            |                   |           |
| Gain on sale of capital assets                           |                          |               |               |              |              |            |                   |           |
| Capital  | (477,400)                | -             | (1,390,000)   | (695,000)    | (19,541)     | 675,459    | (800,000)         |           |
| Interest Income  | 5,000                    | 24,675        | 5,000         | 2,500        | 321          | (2,179)    | 4,500             |           |
| Interest Expense & Fiscal Charges                        | (2,328,507)              | (1,488,361)   | (2,411,739)   | (1,205,870)  | (654,304)    | 551,566    | (1,308,608)       |           |
| Total nonoperating revenue (expenses)                    | (2,800,907)              | (1,463,686)   | (3,796,739)   | (1,898,370)  | (673,524)    | 1,224,846  | (2,104,108)       |           |
| Income (loss) before capital contributions and transfers | 857,252                  | 974,948       | (947,390)     | (473,695)    | 1,724,361    | 1,350,766  | 2,062,406         |           |
| Capital contributions                                    |                          | 895,390       | -             | -            | -            | -          | -                 |           |
| Transfers in   |                          |               | 1,253,154     | 626,577      | -            | (626,577)  | -                 |           |
| Transfers out  | (857,252)                | (550,000)     | (305,764)     | (152,882)    | -            | 152,882    | (305,764)         |           |
| Change in net assets                                     |                          | 1,320,338     | -             | -            | -            | -          | 1,756,642         |           |
| Total net position (deficits), beginning of fiscal year  | 15,253,687               | 15,253,687    | 16,574,025    | -            | -            | -          | 16,574,025        |           |
| Total net position (deficits), end of fiscal year        | \$ 15,253,687            | \$ 16,574,025 | \$ 16,574,025 | \$ -         | \$ -         | \$ -       | \$ 18,330,667     |           |



City of Fairburn, Georgia: Finance Department 6 Month Update for Storm Water Fund

|  | Years Ended September 30 |                | Actual<br>2021 | Budget<br>2Q (50%) | Actual<br>2Q | Actual vs. Budget<br>2Q | Projected<br>2021 |
|--|--------------------------|----------------|----------------|--------------------|--------------|-------------------------|-------------------|
|  | Budget<br>2020           | Actual<br>2020 |                |                    |              |                         |                   |
| <b>OPERATING REVENUES</b>                                |                          |                |                |                    |              |                         |                   |
| Charges for services                                     | 932,800                  | \$ 837,629     | \$ 895,334     | \$ 447,667         | \$ 435,546   | \$ (12,121)             | \$ 871,092        |
| Other  | -                        | -              | -              | -                  | -            | -                       | 350               |
| Total operating revenue                                  | \$ 932,800               | \$ 837,629     | \$ 895,334     | \$ 447,667         | \$ 435,546   | \$ (12,121)             | \$ 871,442        |
| <b>OPERATING EXPENSES</b>                                |                          |                |                |                    |              |                         |                   |
| Cost of sales - purchases                                | -                        | -              | -              | -                  | -            | -                       | -                 |
| Personal services  | -                        | -              | -              | -                  | -            | -                       | -                 |
| Depreciation   | 305,734                  | 217,214        | 305,734        | 152,867            | -            | (152,867)               | 305,734           |
| Other operating expenses                                 | 108,600                  | 91,931         | 119,000        | 59,500             | 51,445       | (8,055)                 | 51,445            |
| Total operating expenses                                 | 414,334                  | 309,145        | 424,734        | 212,367            | 51,445       | (160,922)               | 357,179           |
| Operating Income (loss)                                  | \$ 518,466               | \$ 528,485     | \$ 470,600     | \$ 235,300         | \$ 384,101   | \$ 148,801              | \$ 514,263        |
| <b>NONOPERATING REVENUES (EXPENSES)</b>                  |                          |                |                |                    |              |                         |                   |
| Gain on sale of capital assets                           | -                        | -              | -              | -                  | -            | -                       | -                 |
| Capital  | (518,466)                | -              | (470,600)      | (235,300)          | -            | 235,300                 | (235,300)         |
| Interest Income  | -                        | -              | -              | -                  | -            | -                       | -                 |
| Interest Expense & Fiscal Charges                        | -                        | -              | -              | -                  | -            | -                       | -                 |
| Total nonoperating revenue (expenses)                    | (518,466)                | -              | (470,600)      | (235,300)          | -            | 235,300                 | (235,300)         |
| Income (loss) before capital contributions and transfers | -                        | 528,485        | -              | -                  | 384,101      | 384,101                 | 278,963           |
| Capital contributions                                    | -                        | -              | -              | -                  | -            | -                       | -                 |
| Transfers in   | -                        | -              | -              | -                  | -            | -                       | -                 |
| Transfers out  | -                        | -              | -              | -                  | -            | -                       | -                 |
| Change in net assets                                     | -                        | 528,485        | -              | -                  | -            | -                       | 278,963           |
| Total net position (deficits), beginning of fiscal year  | 7,092,671                | 7,092,671      | 7,621,156      | -                  | -            | -                       | 7,621,156         |
| Total net position (deficits), end of fiscal year        | \$ 7,092,671             | \$ 7,621,156   | \$ 7,621,156   | \$ -               | \$ -         | \$ -                    | \$ 7,900,119      |

City of Fairburn, Georgia: Finance Department 6 Month Update for Sanitation Fund

|  | Years Ended September 30 |                | Actual         |            | Budget       |              | Budget      |            | Actual |  | Actual vs. Budget |  | Projected<br>2021 |
|--|--------------------------|----------------|----------------|------------|--------------|--------------|-------------|------------|--------|--|-------------------|--|-------------------|
|  | Budget<br>2020           | Actual<br>2020 | Budget<br>2021 | 2Q (50%)   | Actual<br>2Q | Actual<br>2Q | 2Q          | 2021       |        |  |                   |  |                   |
| <b>OPERATING REVENUES</b>                                |                          |                |                |            |              |              |             |            |        |  |                   |  |                   |
| Charges for services                                     | 790,156                  | \$ 842,845     | \$ 790,156     | \$ 395,078 | \$ 427,172   | \$           | \$ 32,094   | \$ 854,344 |        |  |                   |  |                   |
| Other  | 27,500                   | -              | 10,000         | 5,000      | 4,770        |              | (230)       | 9,890      |        |  |                   |  |                   |
| Total operating revenue                                  | \$ 817,656               | \$ 842,845     | \$ 800,156     | \$ 400,078 | \$ 431,942   | \$           | \$ 31,864   | \$ 864,234 |        |  |                   |  |                   |
| <b>OPERATING EXPENSES</b>                                |                          |                |                |            |              |              |             |            |        |  |                   |  |                   |
| Cost of sales - purchases                                | 700,000                  | 741,752        | 700,000        | 350,000    | 431,786      |              | 81,786      | 863,572    |        |  |                   |  |                   |
| Personal services  | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Depreciation   | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Other operating expenses                                 | 17,656                   | -              | 17,656         | 8,828      | 344          |              | (8,484)     | 344        |        |  |                   |  |                   |
| Total operating expenses                                 | 717,656                  | 741,752        | 717,656        | 358,828    | 432,130      |              | 73,302      | 863,916    |        |  |                   |  |                   |
| Operating Income (loss)                                  | \$ 100,000               | \$ 101,094     | \$ 82,500      | \$ 41,250  | \$ (188)     |              | \$ (41,438) | \$ 318     |        |  |                   |  |                   |
| <b>NONOPERATING REVENUES (EXPENSES)</b>                  |                          |                |                |            |              |              |             |            |        |  |                   |  |                   |
| Gain on sale of capital assets                           | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Capital  | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Interest Income  | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Interest Expense & Fiscal Charges                        | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Total nonoperating revenue (expenses)                    | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Income (loss) before capital contributions and transfers | 100,000                  | 101,094        | 82,500         | 41,250     | (188)        |              | (41,438)    | 318        |        |  |                   |  |                   |
| Capital contributions                                    | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Transfers in   | -                        | -              | -              | -          | -            |              | -           | -          |        |  |                   |  |                   |
| Transfers out  | (100,000)                | (50,000)       | (82,500)       | (41,250)   | -            |              | 41,250      | -          |        |  |                   |  |                   |
| Change in net assets                                     | -                        | 51,094         | -              | -          | -            |              | -           | 318        |        |  |                   |  |                   |
| Total net position (deficits), beginning of fiscal year  | 659,674                  | 659,674        | 710,768        | -          | -            |              | -           | 710,768    |        |  |                   |  |                   |
| Total net position (deficits), end of fiscal year        | \$ 659,674               | \$ 710,768     | \$ 710,768     | \$ -       | \$ -         |              | \$ -        | \$ 711,086 |        |  |                   |  |                   |



City of Fairburn, Georgia: Finance Department 6 Month Update for Educational Complex

|  | Years Ended September 30 |              | Budget 2021  | Budget 2Q (50%) | Actual 2Q  | Actual vs. Budget 2Q | Projected 2021 |
|--|--------------------------|--------------|--------------|-----------------|------------|----------------------|----------------|
|  | Budget 2020              | Actual 2020  |              |                 |            |                      |                |
| <b>OPERATING REVENUES</b>                                |                          |              |              |                 |            |                      |                |
| Charges for services                                     | 485,488                  | \$ 487,888   | \$ 564,300   | \$ 282,150      | \$ 243,944 | \$ (38,206)          | \$ 487,888     |
| Other  | -                        | -            | -            | -               | -          | -                    | -              |
| Total operating revenue                                  | \$ 485,488               | \$ 487,888   | \$ 564,300   | \$ 282,150      | \$ 243,944 | \$ (38,206)          | \$ 487,888     |
| <b>OPERATING EXPENSES</b>                                |                          |              |              |                 |            |                      |                |
| Cost of sales - purchases                                | -                        | -            | -            | -               | -          | -                    | -              |
| Personal services  | -                        | -            | -            | -               | -          | -                    | -              |
| Depreciation   | 229,000                  | 524,368      | 349,833      | 174,917         | -          | (174,917)            | 349,833        |
| Other operating expenses                                 | 75,500                   | 77,075       | 75,000       | 37,500          | 28,339     | (9,161)              | 50,000         |
| Total operating expenses                                 | 304,500                  | 601,443      | 424,833      | 212,417         | 28,339     | (184,078)            | 399,833        |
| Operating Income (loss)                                  | \$ 180,989               | \$ (113,554) | \$ 139,467   | \$ 69,734       | \$ 215,605 | \$ 145,872           | \$ 88,055      |
| <b>NONOPERATING REVENUES (EXPENSES)</b>                  |                          |              |              |                 |            |                      |                |
| Gain on sale of capital assets                           | -                        | -            | -            | -               | -          | -                    | -              |
| Capital  | -                        | -            | -            | -               | -          | -                    | -              |
| Interest Income  | 4,500                    | 5,977        | 4,500        | 2,250           | 1,039      | (1,211)              | 1,039          |
| Interest Expense & Fiscal Charges                        | (1,058,488)              | (377,718)    | (1,090,690)  | (545,345)       | (180,345)  | 365,000              | (1,090,690)    |
| Total nonoperating revenue (expenses)                    | (1,053,988)              | (371,741)    | (1,086,190)  | (543,095)       | (179,306)  | 363,789              | (1,089,651)    |
| Income (loss) before capital contributions and transfers | (882,999)                | (485,295)    | (946,723)    | (473,362)       | 36,299     | 509,661              | (1,001,596)    |
| Capital contributions                                    | -                        | -            | -            | -               | -          | -                    | -              |
| Transfers in   | 883,000                  | 671,938      | 946,723      | 236,681         | -          | (236,681)            | 946,723        |
| Transfers out  | -                        | -            | -            | -               | -          | -                    | -              |
| Change in net assets                                     | -                        | 186,643      | -            | -               | -          | -                    | (54,873)       |
| Total net position (deficits), beginning of fiscal year  | 947,287                  | 947,287      | 1,133,930    | -               | -          | -                    | 1,133,930      |
| Total net position (deficits), end of fiscal year        | \$ 947,287               | \$ 1,133,930 | \$ 1,133,930 | \$ -            | \$ -       | \$ -                 | \$ 1,079,057   |

**CITY OF FAIRBURN, GEORGIA**  
**STATEMENT OF REVENUES, EXPENDITURES, AND**  
**CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2020**

|   | General<br>Fund      | General<br>Obligation Bond<br>Capital Projects Fund | TSPLOST<br>Fund     | Nonmajor<br>Governmental<br>Funds | Total<br>Governmental<br>Funds |
|---|----------------------|---|---------------------|-----------------------------------|--------------------------------|
| <b>Revenues</b>   |                      |   |                     |                                   |                                |
| Taxes   | \$ 13,893,338        | \$ 1,145,482  | \$ -                | \$ -                              | \$ 15,038,820                  |
| Licenses and permits                                      | 1,607,386            | -   | -                   | -                                 | 1,607,386                      |
| Intergovernmental   | 699,575              | -   | 3,510,557           | 1,504,123                         | 5,714,255                      |
| Fines and forfeitures                                     | 894,289              | -   | -                   | 14,707                            | 908,996                        |
| Charges for services                                      | 913,497              | -   | -                   | -                                 | 913,497                        |
| Interest income   | 271,114              | 1,968   | 38,514              | 599                               | 312,195                        |
| Miscellaneous revenue                                     | 129,047              | -   | -                   | -                                 | 129,047                        |
| Total revenues  | <u>18,408,246</u>    | <u>1,147,450</u>                                    | <u>3,549,071</u>    | <u>1,519,429</u>                  | <u>24,624,196</u>              |
| <b>Expenditures</b>                                       |                      |   |                     |                                   |                                |
| <b>Current:</b>   |                      |   |                     |                                   |                                |
| General government  | 2,992,573            | -   | -                   | -                                 | 2,992,573                      |
| Judicial  | 485,978              | -   | -                   | -                                 | 485,978                        |
| Public safety   | 7,966,472            | -   | -                   | 21,937                            | 7,988,409                      |
| Public works  | 1,715,181            | -   | -                   | 1,637,585                         | 3,352,766                      |
| Culture and recreation                                    | 398,005              | -   | -                   | -                                 | 398,005                        |
| Planning and development                                  | 659,665              | -   | -                   | -                                 | 659,665                        |
| Capital outlay  | -                    | -   | 3,613,471           | -                                 | 3,613,471                      |
| <b>Debt service:</b>                                      |                      |   |                     |                                   |                                |
| Principal retirements                                     | 80,945               | 580,000   | -                   | -                                 | 660,945                        |
| Interest and fiscal charges                               | 6,986                | 229,599   | -                   | -                                 | 236,585                        |
| Total expenditures  | <u>14,305,805</u>    | <u>809,599</u>                                      | <u>3,613,471</u>    | <u>1,659,522</u>                  | <u>20,388,397</u>              |
| Excess (deficiency) of revenues over (under) expenditures | <u>4,102,441</u>     | <u>337,851</u>                                      | <u>(64,400)</u>     | <u>(140,093)</u>                  | <u>4,235,799</u>               |
| <b>Other financing sources (uses):</b>                    |                      |   |                     |                                   |                                |
| Proceeds from disposal of capital assets                  | 15,101               | -   | -                   | -                                 | 15,101                         |
| Transfers in  | 600,000              | -   | -                   | 250,000                           | 850,000                        |
| Transfers out   | (946,633)            | -   | -                   | -                                 | (946,633)                      |
| Total other financing sources (uses)                      | <u>(331,532)</u>     | <u>-</u>  | <u>-</u>            | <u>250,000</u>                    | <u>(81,532)</u>                |
| Net change in fund balances                               | <u>3,770,909</u>     | <u>337,851</u>                                      | <u>(64,400)</u>     | <u>109,907</u>                    | <u>4,154,267</u>               |
| Fund balances, beginning of fiscal year                   | <u>11,733,431</u>    | <u>1,857,990</u>                                    | <u>1,692,393</u>    | <u>1,197,439</u>                  | <u>16,481,253</u>              |
| Fund balances, end of fiscal year                         | <u>\$ 15,504,340</u> | <u>\$ 2,195,841</u>                                 | <u>\$ 1,627,993</u> | <u>\$ 1,307,346</u>               | <u>\$ 20,635,520</u>           |

The accompanying notes are an integral part of these financial statements.



## NOTES TO FINANCIAL STATEMENTS

### NOTE 3. LEGAL COMPLIANCE - BUDGETS

#### A. Budgets and Budgetary Accounting

Prior to September 1 of each fiscal year, all departments of the City submit requests for appropriations to the City Administrator so that a budget may be prepared. The budget is prepared by fund, function and activity, and includes information of the prior fiscal year, current fiscal year estimates, and requested appropriations for the next fiscal year.

Before September 30, the proposed budget is presented to the City Council for review. City Council holds public hearings and may add to, subtract from or change appropriations. The budget is then approved by an affirmative vote of a majority of the City's council.

#### B. Excess Expenditures Over Appropriations

Expenditures may not legally exceed budgeted appropriations at the department level (e.g. administration). For the fiscal year ended September 30, 2020, no departments or funds had excesses of actual expenditures over appropriations.

### NOTE 4. DEPOSITS AND INVESTMENTS

As of September 30, 2020, the City had the following investments:

| <u>Investment</u>  | <u>Maturities / Weighted<br/>Average Maturity</u> | <u>Fair Value</u>   |
|--|---|---------------------|
| Certificates of deposit                                      | March 8, 2021 - September 5, 2023                 | \$ 176,925          |
| Municipal Competitive Trust - intermediate                   | 0.15  | 556,310             |
| Municipal Competitive Trust - intermediate extended maturity | 2.55  | 5,507,714           |
| Municipal Competitive Trust - short term portfolio           | 0.10  | 63,469              |
| Georgia Fund 1   | 46 days   | 10,791              |
| Total  |   | <u>\$ 6,315,209</u> |