



City of Fairburn Council Meeting- Zoom

December 13, 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 Lackey
Temple of Prayer Family
Worship Cathedral

IV. Adoption of City Council Minutes:

Councilmembers

November 8, 2021 – City Council Meeting Minutes (Zoom)

V. Adoption of the City Council Agenda:

Councilmembers

VI. **Discussion**

Mr. Randy Turner

To discuss issues relating to the inspection of new home construction, use of private inspectors and the interaction between such services and private architectural and building covenants.

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

VIII. Agenda Items:

1. City Clerk

Mrs. Deannia Ray

For Mayor and Council to accept the official certified results of the City of Fairburn's general municipal and runoff election. The general election was held on November 2, 2021, for the Mayor's seat and three City Council seats. The runoff election was held on November 30, 2021, for the Mayors seat.

2. Planning & Zoning

Ms. Tarika Peeks

For Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat.

3. Community Development

Mr. Lester Thompson

For Mayor and Council to approve Task Order # 20 with Pond & Company for Professional Engineering & Landscape Architectural Services.

4. Community Development

Mr. Lester Thompson

For Mayor and Council to approve the purchase of a new vehicle for the Community Development Department.

5. Utilities

Mr. John Martin

For Mayor and Council to approve the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Griffin.

IX. Council Comments

Councilmembers

X. Executive Session

Real Estate & Litigation

XI. Adjournment

Councilmembers

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

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



City of Fairburn
Mayor and Council Meeting- Zoom
November 8, 2021
7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Elizabeth Carr-Hurst.
- II. Roll Call was taken by City Clerk, Deannia Ray with the following members present:

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

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

City Attorney Randy Turner was also in attendance.

- III. The invocation was led by Apostle LaReese Howell with New Horizons In Faith Church.
- IV. Adoption of City Council Minutes:
Motion to approve the October 11, 2021, Executive Session City Council Minutes was made by Councilwoman Hattie Portis-Jones and the second was provided by Councilman Smallwood.
Vote: 6-0: Motion Carried.
Motion to approve the October 25, 2021, City Council Minutes (Zoom) was made by Mayor Pro Tem Heath and the second was provided by Councilwoman Linda J. Davis.
Vote: 6-0: Motion Carried.
- V. Mayor Carr-Hurst asked for a motion to approve the City Council agenda.
Councilman Pat Pallend requested to add a discussion about the Fairburn electoral process with the City Attorney as item # 5.

Councilwoman Hattie Portis-Jones requested to add an item to discuss a possible moratorium of commercial and residential zonings on the Hwy 74 corridor as item # 6.

Motion to approve amending the agenda was made by Councilman Smallwood and the second was provided by Councilwoman Davis.
Vote: 6-0: Motion Carried.

VI. **Public Hearing:**

1. **Planning & Zoning**

Ms. Tarika Peeks

Text amendment ordinance approval to allow special event venues.

The motion to open the public hearing was made by Councilwoman Davis and the second was provided by Mayor Pro Tem Heath.
Vote: 6-0: Motion Carried.

Mayor Carr-Hurst stated that thirty (30) minutes has been allotted for the public hearing to discuss the ordinance amendment. First, the City of Fairburn presented.

Ms. Peeks stated that staff has received several inquiries from individuals wishing to establish a special event venue or have events at their property as a business venture. Currently, the City's zoning ordinance does not specifically address these types of facilities either commercially or as associated with an existing residence. The use of land and structures within Fairburn for special events presents a valuable opportunity for landowners particularly landowners in the city's commercial and agricultural districts. Event facilities could also increase tourism-related activity within the city. Establishing provisions to allow event facilities conforms with the comprehensive plan's vision statement, which is for Fairburn to be an economically thriving community and a desired destination for residents and visitors of all ages.

The special event venue ordinance provides a permit process and standards for the development and operation of special event facilities, which will reduce the negative impact on surrounding properties. The ordinance provides a detailed permitting process that requires an event management plan and traffic plan to be submitted to the city for review. The permittee will be required to adhere to the city's noise ordinance, parking requirements, and building and fire codes.

Special event venues will be permitted in the following zoning districts:
AG (Agriculture), O&I (Office Institutional), C-2 (General Commercial), M-1 (Light Industrial), and M-2 (Heavy Industrial).

Ms. Peeks stated that the planning and zoning commission reviewed the text amendment on Tuesday, October 5, 2021, and recommended approval. Staff is also requesting the Mayor and Council to approve text amendment 2021-001TA Special Event Venue.

Mayor Carr-Hurst asked for any public questions or comments in favor or opposition of approving the text amendment ordinance to allow special event venues. There were none.

Mayor Carr-Hurst asked Council if they had any questions concerning this text amendment ordinance to allow special event venues.

Mayor Pro Tem Heath asked for some details concerning a special event venue. Ms. Peeks stated that special event venues include such as weddings, baby showers, anniversary parties, etc. This text amendment will not allow concerts, festivals, and things of that nature.

Councilwoman Portis-Jones asked for more detailed information about noise control and alcoholic beverages. Ms. Peeks explained that in 2017, the City created an ordinance, Sec. 8-21, permitting locations for private functions at which alcoholic beverages are served; sales are prohibited. Noise Control standards shall be regulated in accordance with Chapter 65, Article 10. Here, it discusses hours of operation and when noise would be considered a nuisance which is from 11 pm to 7 am.

Councilwoman Davis asked if these special events would be held on city property. Ms. Peeks stated these events would not be on city owned property and could not be in residential areas. The zoning they are proposing would be AG (Agriculture), O&I (Office Institutional), C-2 (General Commercial), M-1 (Light Industrial), and M-2 (Heavy Industrial).

Motion to close the public hearing was made by Mayor Pro Tem Heath and the second was provided by Councilwoman Hattie Portis-Jones. Vote: 6-0: Motion Carried.

A motion was made by Councilwoman Portis-Jones to approve the text amendment ordinance to allow special event venues. A second was provided by Mayor Pro Tem Heath.

Vote: 6-0: Motion Carried.

VII. Presentation:

Planning & Zoning

Ms. Tarika Peeks

LCI Downtown Master Plan Presentation by KC Krciz, from the Collaborative Firm.

Planning & Zoning Director, Ms. Tarika Peeks advised the Mayor and Council that staff along with the Collaborative firm, and Metro Analytics have been working on the LCI Downtown Master Plan since the beginning of the year and a lot of work has been put into the update, and have held three core team meetings, three community engagement meetings, and developer's roundtable meetings. Ms. Peeks introduced KC Krciz with the Collaborative Firm for a brief presentation on the planning goals, the recommended solutions and implementation strategies of the LCI Downtown Master plan.

Ms. KC Krciz stated they are finishing up on this process that has taken them about a year to complete. The first thing they did was reached out to Council, staff, and the public to find a project vision so we could have a thriving, vibrant historic downtown that provides access to a diverse array of retail, restaurants, entertainment, office, and housing options. The city strives for a walkable and pedestrian friendly downtown with connectivity via all modes of transportation to the surrounding neighborhoods and commercial nodes. The community seeks to leverage the existing quaint, historic character that is uniquely Fairburn by enhancing public art investment and utilizing creative placemaking and design strategies.

We put together a definitive list of project goals and determined catalyst site recommendations to encourage a diversity of residential, employment, shopping, and recreation opportunities in the study area with a focus on capitalizing on local business development. To provide mobility access that's inclusive of a range of travel modes including transit, roadways, walking, and biking. Utilize public art programs, and to improve connectivity to surrounding neighborhoods as well as to create travel environment for pedestrians, bicyclists, and vehicles.

Three specific sites were discussed on what the future potential could be. The first site is in the city's downtown expansion to include the stage and courtyard area, art alley extensions, mural walls, mixed-use commercial, surface parking, multifamily type developments.

The second site is the Education Campus which includes expansion on the existing campus area, extend streetscape and on-street parking, multi-family residential (student and faculty housing), commercial development to include bookstores, cafes, and bakeries. There is also open space that allows connectivity and walkability through the center areas of the campus.

The third site is a tract of land just on the south side of Broad Street neighborhood. We have possibilities to do some future roadway connections and since the city owns property in this area, there are possibilities of creating a community within a community. A mix of single family dwellings and houses that would have different sizes and designs. We also looked at key roadway and safety improvements to include the remaining phases of the Broad Street streetscape project,

pedestrian tables along Broad Street and realignment of W. Campbellton Road and Rivertown Road.

The implementation strategy plan will continually move forward due to the incorporation of a five-year plan that spells out recommendations with actions, specific projects, funding sources, even grants can be awarded. We also included a 100-day action plan which includes no-cost or very low-cost actions and organization steps.

After a brief discussion with Mayor and Council, Mayor thanked Ms. KC Krciz for the presentation. No Action Taken.

VIII. Discussion:
Middle Chattahoochee Regional Water & Sewer Authority Update

Mayor Carr-Hurst announced that consultants Laura Benz and Andrea Gray were online to present an update for the Middle Chattahoochee Regional Water & Sewer Authority.

Ms. Benz discussed the highlights since the August city council meeting. The preliminary Engineering study was conveyed to EPD on June 15, 2021, after EPD requested a copy for their review so they could officially respond. The EPD submitted their written correspondence on August 31, 2021, with about sixteen items they wanted addressed. On October 12, 2021, we submitted responses to EPD with an updated report. On November 3, 2021, we received an acknowledgement from EPD stating that fifteen of the responses were adequate and had a question for the one remaining. Krebs Engineering clarified that response the next day on November 4, 2021

The authority applied for a \$25 million grant from the governor's office which we are waiting to hear if we will be interviewed the week of November 29th. The award announcements are expected the first week of January 2022.

For the GEFA funding update, the authority is working with GEFA to process its application for \$25 million at its May 2022 board meeting. In the meantime, the authority is working through the process of selecting an owners engineering firm.

Mayor Carr-Hurst stated that she keeps getting asked, how much will this water cost us? Ms. Gray responded and stated that at the August meeting, the financial analysis was prepared by Raymond James, who is the authorities' financial consultants. They are estimating that the rates would be about the same as what you're paying now, which will possibly decrease over time. The rates would start high because you've got to pay for a large project based on the current users, but you're building a project for users into the future.

Councilwoman Portis-Jones asked if there was a Plan B if the grant was unsuccessful. The authority stated that they have many backup plans. First, they would apply for additional GEFA funding at the excellent interest rates, or another option would be when the next round of Cares Act funding comes about.

Councilwoman Portis-Jones asked about the operational timeline. Ms. Benz stated that Krebs Engineering had recommended that there be certain positions filled while moving through the detailed design so there could be an employee input as to the features as things are being built out.

The board members were a bit hesitant to take on a full-time employee role as we are still moving through the detailed design. Therefore, we are working on an RFP for an owners engineer so that could essentially serve that function until they could hire full time personnel.

After a brief discussion with Mayor and Council, Mayor thanked the authority for the update.

No Action Taken.

IX. **Public Comment:** There were no public comments.

X. **Agenda Items**

1. **Police Department**

Deputy Chief Anthony Bazydlo

For Mayor and Council to approve the reservation of vehicles for purchase and outfitting later this year for six (6) Ford Explorer police vehicles.

Chief Stoney Mathis presented this item and stated the police department is requesting approval to reserve vehicles for purchase and to outfit six (6) Ford Explorer police vehicles in the amount of \$289,617.00. The repair costs for the Chargers is significantly high and it's hard to keep them on the road, that's why we are asking for the Ford Explorers. He stated how difficult it is getting vehicle parts and the chips that go in the vehicle. There's a lot of police departments around the country that won't get cars. I'm asking for 2021 vehicles because the 2022 vehicles are extremely hard to get right now.

I'm also a couple of officers down right now because other jurisdictions are paying a lot more money. I can't compete with that but can compete with good quality training and good quality equipment. Later in the year, I plan to come back and ask for an additional car. Some of our cars have up to 200,000 miles. Our police officers are doing a wonderful job out there. Officer presence is the main strategy to reduce the crime rate.

Chief Mathis stated that we lost one of our own police officers, Marquis Grant, he had been here since 2014, I just ask you pray for him and his family. We do not have any arrangements yet, but we are working with the family very closely and will keep you posted.

After a brief discussion, Councilman Smallwood made a motion to approve the reservation of six (6) Ford Explorer police vehicles and the motion was seconded by Councilman Whitmore.

Vote: 6-0: Motion Carried.

2. **Planning & Zoning**

Ms. Tarika Peeks

For Mayor and Council to adopt by Resolution the City of Fairburn's Livable Centers Initiative (LCI) Downtown Master Plan.

Planning and Zoning Director, Ms. Tarika Peeks stated this is a follow-up agenda item to the presentation that was on the agenda tonight. Staff is asking for Mayor and Council to adopt by Resolution the City of Fairburn's Livable Centers Initiative (LCI) Downtown Master Plan.

Councilwoman Portis-Jones made a motion to adopt the Resolution for the City of Fairburn's Livable Centers Initiative (LCI) Downtown Master Plan. The second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

3. Utilities

Mr. John Martin

For Mayor and Council to approve Task Order # 146 with Integrated Science and Engineering, Inc. (ISE) for the project management, request for proposal, bid phase, and construction management for the fire hydrant replacement project for an amount not to exceed \$23,980.00

Mr. Martin stated on June 14, 2021, City Council voted to approve eligible projects for the American Rescue Act funding. The requirements were for investments to be for water, sewer, and broadband infrastructure. The City of Fairburn has had fire hydrants that will need to be upgraded to 8" pipelines and are 2-way instead of 3-way LDH connections. 18 fire hydrants were identified by the Fire Department. The new fire hydrants will increase water pressure for fire emergencies.

After a brief discussion, a motion as made by Councilman Whitmore to approve Task Order # 146 with ISE as presented. The second was provided by Mayor Pro Tem Heath.

Vote: 6-0: Motion Carried.

4. Utilities

Mr. John Martin

For Mayor and Council to approve Task Order # 147 with Integrated Science & Engineering, Inc. (ISE) for the project management, manual and construction drawings, bid phase, and construction management for the pump station improvements for an amount not to exceed \$38,395.00.

Mr. Martin stated on June 14, 2021, City Council voted to approve eligible projects for the American Rescue Act Funding. The requirements were for investments to be used for water, sewer, and broadband infrastructure. The City of Fairburn will need improvements to the four existing pump stations: Fireside, John Rivers, Evergreen, and Shaw. The improvements will include components such as a guide rails, vault access, safety grates, vent screens, yard hydrants, lights, pumps, mixers, and a SCADA system. The project will find an optimal solution to an existing manhole at 2045 Broadmoor Way that has a history of flooding.

After a brief discussion, a motion as made by Councilman Whitmore to approve Task Order # 147 with ISE as presented. The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried

5. Electoral Process

Councilman Pat Pallend requested this item to be added to the agenda to discuss with Attorney Randy Turner.

Mr. Turner stated that a question came to him on the day before election and on the morning of the election, what we would require for a runoff in this election if no one got 50.1% of the votes. He stated that he monitored the election results election night and went to the office on Wednesday morning and looked in the City Charter and the City Code and found that there is in fact a provision within the City Charter that says that the election of mayor shall be governed by the provision contained in Title 21, Section 2-285.1 of the OCGA and the same provision is also contained within the municipal code for the City of Fairburn. It states that if no candidate in such nonpartisan election receives a majority of the votes, there shall be a nonpartisan election runoff between the candidates receiving the two highest numbers of votes.

Mr. Turner stated that Candidate Hudson received 16% of the vote, Mayor Carr-Hurst received over 35% of the votes and Former Mayor Avery received just under 50% of the votes. We had a three-person race for Mayor, and no one received a majority of the votes, making it necessary to have a runoff. The third candidate, Ms. Hudson received a significant number of votes at 16%, and that is what created this runoff. Early voting will be held from November 17th to November 24th, including the weekends from 9 am to 6 pm. Fairburn's early voting will be held at New Beginnings Senior Center.

6. Moratorium for Hwy 74 Corridor

Councilwoman Portis-Jones requested this item be added to the agenda.

Councilwoman Portis-Jones stated she is presenting this idea to Mayor and Council so we can discuss and approve a moratorium for 90 days regarding the highway 74 corridor. She stated that there are various documents that reference that area seems to have some conflict, like the highway 74 overlay, the comprehensive plan, and our zoning ordinance. We need time to do the due diligence and reconcile all these documents to ensure that we are properly identifying the vision that we have for the area. She wants to impose a moratorium on commercial and residential zonings, annexations, rezoning's, and building permits for a period not to exceed 90 days on the highway 74 corridor, while the city considers changing its zoning ordinance.

The City Attorney, Randy Turner stated he would prefer to see some interaction between our office and Ms. Tarika Peeks to identify exactly where those conflicts are at so that we can be sure that a moratorium being put in place is no broader than it absolutely must be.

Everyone agreed to defer this item to the December 13, 2021, city council meeting so they can research the information as discussed. No action taken.

XI. Council Comments:

Mayor Pro Tem Heath had no comment.

Councilman Whitmore had no comment.

Councilman Smallwood wanted to say thank you Fairburn for another four years.

Councilwoman Portis-Jones wanted to thank the citizens of Fairburn for participating in the electoral process and for re-electing her with such overwhelming support.

Councilman Pallend stated, when you go to the poles, give it a long serious consideration and on we go.

Councilwoman Davis had no comments but wanted to say congratulations everybody.

XII. Executive Session – N/A

Mayors Comments:

Mayor Carr-Hurst stated that our sign on Hwy 138 has been hit again. It was hit last Thursday night and she left the scene to come back with a tow truck. We have already notified the sign group that did it last time to go ahead and reorder the bricks and signage. She had insurance, so we will go ahead and repair it and not have to wait 2-4 months for an insurance company to pay.

XIII. Adjournment:

A motion was made by Councilwoman Davis to adjourn. A second was provided by Councilman Smallwood. The meeting adjourned at 9:06 pm.

Vote: 6-0: Motion Carried.

Deannia Ray, City Clerk

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: TO DISCUSS ISSUES RELATING TO THE INSPECTION OF NEW HOME CONSTRUCTION.

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

Submitted: 10/12/2020 Work Session: None Council Meeting: 10/12/2020

DEPARTMENTS: Building Department; City Attorney

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: To discuss issues relating to the inspection of new home construction, use of private inspectors and the interaction between such services and private architectural and building covenants.

HISTORY: None

RECOMMENDED ACTION: For discussion only.

Mayor Elizabeth Carr-Hurst



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO ACCEPT THE OFFICIAL CERTIFIED RESULTS OF THE CITY'S GENERAL AND RUNOFF ELECTION.

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

Submitted: 12/06/2021 Work Session: N/A Council Meeting: 12/13/2021

DEPARTMENT: City Clerk

BUDGET IMPACT: N/A

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to accept the official certified results of the City of Fairburn's general municipal election and runoff election. The general election was held on November 2, 2021, for the Mayor's seat and three City Council seats. The runoff election was held on November 30, 2021, for the Mayors seat.

Hattie Portis-Jones captured 30.57% of the votes, receiving 1,370 votes; Ulysses Smallwood captured 20.22% of the votes, receiving 906 votes; Alex Heath captured 20.08% of the votes, receiving 900 votes. The City of Fairburn's Council Members for the 2022-2025 term are: Hattie Portis-Jones, Ulysses Smallwood, and Alex Heath.

Elizabeth Carr-Hurst captured 35.16% of the votes, receiving 640 votes; Mario Avery captured 49.12% of the votes, receiving 894 votes; Samantha Hudson captured 15.71% of the votes, receiving 286 votes. There needs to be a win with 50:1%. There was a runoff on November 30, 2021, for the Mayor's seat.

Mario Avery captured 61.81% of the votes, receiving 856 votes; Elizabeth Carr-Hurst received 38.19% of the votes, receiving 529 votes. The City of Fairburn's Mayor for the 2022-2025 term is: Mario Avery.

RECOMMENDED ACTION: For Mayor and Council to accept the official certified results of the City of Fairburn's General Municipal and Runoff Election.


Elizabeth Carr-Hurst, Mayor

Election Summary Report
City of Fairburn
Fulton County, Georgia
Municipal General and Special Election
November 2, 2021
Official and Complete

Registered Voters: 1,826 of 10,955 (16.67%)

Ballots Cast: 1,826

Fairburn Mayor (Vote for 1) NP

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	699	1,091	33	3	1,826 / 10,955	16.67%
Undervotes	2	3	0	1	6	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Mario Avery		318	560	15	1	894	
Elizabeth Carr-Hurst (I)		220	406	13	1	640	
Samantha Hudson		159	122	5	0	286	
Total Votes		697	1,088	33	2	1,820	

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	0	0	0	0	0	

Fairburn City Council At Large (Vote for 3) NP

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	699	1,091	33	3	1,826 / 10,955	16.67%
Undervotes	397	580	12	8	997	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Alex Heath (I)		326	559	15	0	900	
Amber Dos's Hunter		256	365	14	0	635	
Hattie Portis-Jones (I)		522	821	26	1	1,370	
Ulysses J. Smallwood (I)		350	539	17	0	906	
Trent Williams		246	409	15	0	670	
Total Votes		1,700	2,693	87	1	4,481	

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	12	7	1	0	20	

Statement of Votes Cast
City of Fairburn
Fulton County, Georgia
Municipal General and Special Election
November 2, 2021
Official and Complete

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
County				
County				
FA01A	3,947	725	725	18.37%
FA01B	5,954	953	953	16.01%
FA01C	722	111	111	15.37%
FA01D	332	37	37	11.14%
County - Total	10,955	1,826	1,826	16.67%
Cumulative				
Cumulative	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
County - Total	10,955	1,826	1,826	16.67%

Precinct	Samantha Hudson	Total Votes	Unresolved Write-In
County			
County			
FA01A	105	723	0
FA01B	162	949	0
FA01C	11	111	0
FA01D	8	37	0
County - Total	286	1,820	0
Cumulative			
Cumulative	0	0	0
Cumulative - Total	0	0	0
County - Total	286	1,820	0

Precinct	Hattie Portis-Jones (I)	Ulysses J. Smallwood (I)	Trent Williams	Total Votes	Unresolved Write-In
County					
County					
FA01A	547	329	291	1,781	12
FA01B	714	504	334	2,344	5
FA01C	80	55	33	263	2
FA01D	29	18	12	93	1
County - Total	1,370	906	670	4,481	20
Cumulative					
Cumulative	0	0	0	0	0
Cumulative - Total	0	0	0	0	0
County - Total	1,370	906	670	4,481	20

Precinct	Unresolved Write-In
County	
County	
FA01A	0
FA01B	0
FA01C	0
FA01D	0
County - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

Precinct	Unresolved Write-In
County	
County	
FA01A	0
FA01B	0
FA01C	0
FA01D	0
County - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

Election Summary Report
Fairburn LRG
Fulton County, Georgia
General Municipal Runoff Election
November 30, 2021
Official and Complete

Registered Voters: 1,388 of 10,612 (13.08%)

Ballots Cast: 1,388

Fairburn Mayor (Vote for 1)
NP

	Election Day	Advanced Vot	Absentee by	Provisional	Total	
Times Cast	642	736	9	1	1,388 / 10,612	13.08%
Undervotes	2	0	0	1	3	
Overvotes	0	0	0	0	0	

Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Mario Avery		409	439	8	0	856	61.81%
Elizabeth Carr-Hurst (I)		231	297	1	0	529	38.19%
Total Votes		640	736	9	0	1,385	

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Unresolved Write-In	0	0	0	0	0	

Statement of Votes Cast
Fairburn LRG
Fulton County, Georgia
General Municipal Runoff Election
November 30, 2021
Official and Complete

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
County				
County				
FA01A	3,830	616	616	16.08%
FA01B	5,763	673	673	11.68%
FA01C	698	70	70	10.03%
FA01D	321	29	29	9.03%
County - Total	10,612	1,388	1,388	13.08%
County - Total	10,612	1,388	1,388	13.08%

Fairburn Mayor (Vote for 1) NP

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
County				
FA01A	616	3,830	3	0
FA01B	673	5,763	0	0
FA01C	70	698	0	0
FA01D	29	321	0	0
County - Total	1,388	10,612	3	0
County - Total	1,388	10,612	3	0

Precinct	Mario Avery		Elizabeth Carr-Hurst (I)		Total Votes
County					
County					
FA01A	404	65.91%	209	34.09%	613
FA01B	404	60.03%	269	39.97%	673
FA01C	42	60.00%	28	40.00%	70
FA01D	6	20.69%	23	79.31%	29
County - Total	856	61.81%	529	38.19%	1,385
County - Total	856	61.81%	529	38.19%	1,385

Precinct	Unresolved Write-In
County	
County	
FA01A	0
FA01B	0
FA01C	0
FA01D	0
County - Total	0
County - Total	0



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: FINAL PLAT 2021128 - Highway 74 and Meadow Glen Parkway Final Plat

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

Submitted: 12/06/21

Workshop: N/A

Council Meeting: 12/13/21

DEPARTMENT: Community Development/Planning and Zoning Office

BUDGET IMPACT: N/A

PUBLIC HEARING: () Yes (X) No

PURPOSE: For the Mayor and Council to approve the Highway 74 and Meadow Glen Parkway Final Plat.

FACTS AND ISSUES:

The applicant, Foresite Group, is requesting to subdivide a 9.511-acre parcel at the intersection of Highway 74/Senoia Road and Meadow Glen Parkway into three (3) tracts.

The parcel will be subdivided as follows:

Tract #	Acreage
1	5.275
2	2.953
3	1.283

The plat meets the city's subdivision regulations and code of ordinances, such as the minimum lot size, setbacks, and buffer standards. The Planning and Zoning Commission unanimously approved the plat on Tuesday, September 7, 2021.


Aerial view of the parcel



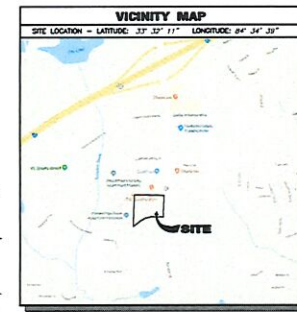
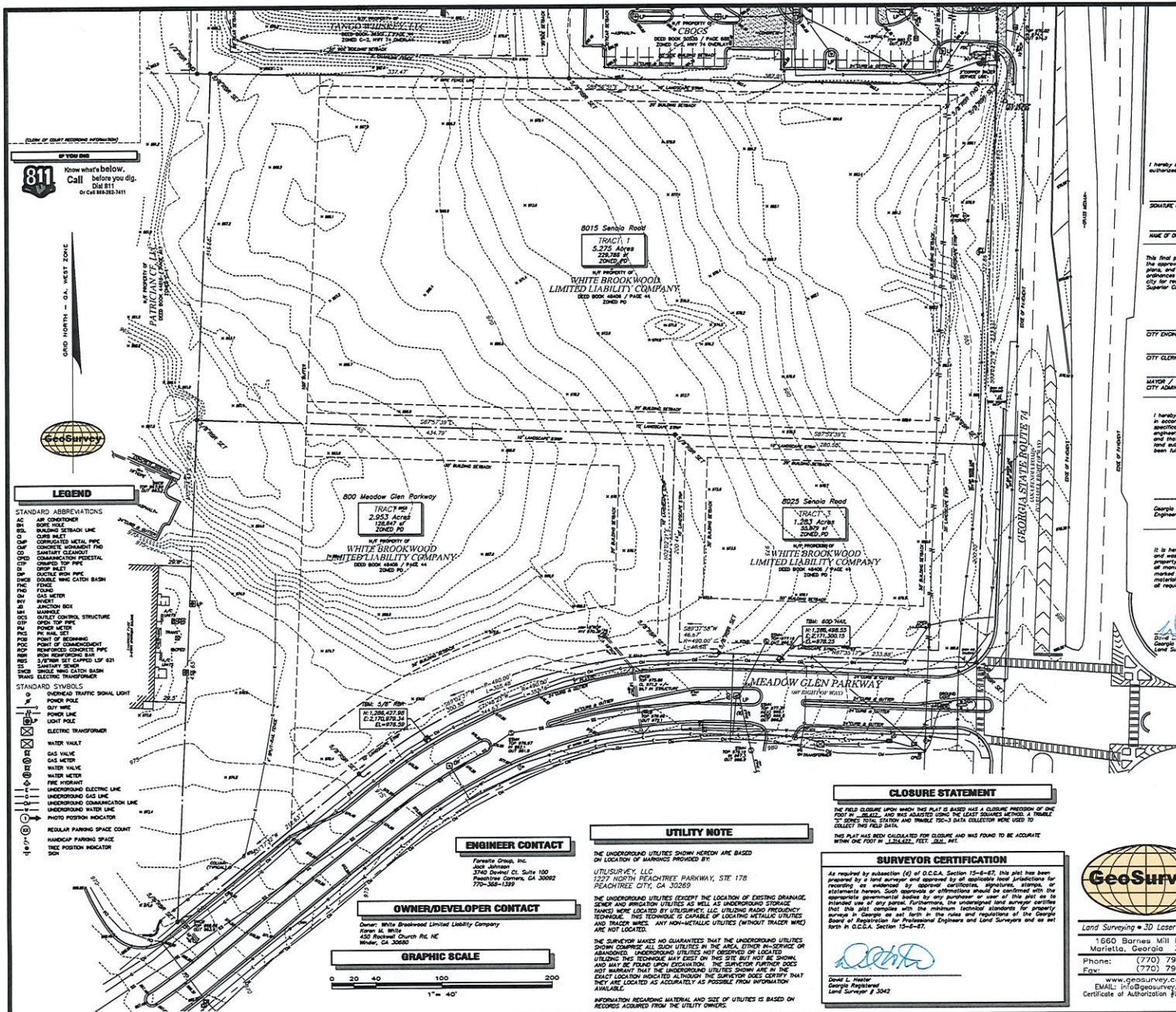
RECOMMENDED ACTION: For the Mayor and Council to **APPROVE** the Highway 74 and Meadow Glen Parkway Final Plat which will authorize the applicant to record the plat with Fulton County Superior Court.

ATTACHMENT

Highway 74 and Meadow Glen Parkway Final Plat



Elizabeth Carr-Hurst, Mayor



GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR PERSONS WHOSE NAME IS ON THE TITLE. NO OTHER PERSONS SHALL BE ENTITLED TO ANY PORTION OF THE INFORMATION SHOWN HEREON. NO CORRECTION OF MISTAKES SHALL BE MADE TO THE INFORMATION SHOWN HEREON. THE DATE OF THIS SURVEY IS SEPTEMBER 12, 2020. THIS INFORMATION WAS MADE BY MEASURING THE POSITION OF THE SITE ON GROUND FROM A RECENTLY SURVEYED POINT.

THE DATA FOR THIS SITE WAS ESTABLISHED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) DATA. THE DATA WAS COLLECTED USING A REAL TIME KINEMATIC (RTK) SYSTEM. THE DATA WAS COLLECTED USING A REAL TIME KINEMATIC (RTK) SYSTEM. THE DATA WAS COLLECTED USING A REAL TIME KINEMATIC (RTK) SYSTEM.

NO ZONING REPORT OR ZONING LETTER WAS PROVIDED TO THE SURVEYOR. THE ZONING MAP OF THE CITY OF FAIRBURN, GEORGIA, IS SHOWN ON THE TOWNING MAP OF THE CITY OF FAIRBURN, GEORGIA. THE ZONING MAP OF THE CITY OF FAIRBURN, GEORGIA, IS SHOWN ON THE TOWNING MAP OF THE CITY OF FAIRBURN, GEORGIA.

PLEASE NOTE: TREES 24-INCH DBH (QUARTER AT BREAST HEIGHT) AND LARGER WERE LOCATED FOR THIS SURVEY. TREES 4-INCH DBH AND LARGER WERE LOCATED IN THE TREE SAMPLE AREA SHOWN.

THE PROPOSED SUBDIVISION INCLUDES SUBDIVIDING THE SUBJECT PARCEL INTO 3 SEPARATE TRACTS. ALL TRACTS WILL INCLUDE COMMERCIAL DEVELOPMENTS. TRACT 1 WILL INCLUDE A COMMERCIAL RETAIL USE, WHICH WILL INCLUDE A 25,000 SQ. FT. BUILDING. TRACT 2 WILL INCLUDE A 25,000 SQ. FT. BUILDING. TRACT 3 WILL INCLUDE A 25,000 SQ. FT. BUILDING.

COSTING UTILITY INFRASTRUCTURE TO PROVIDE SERVICE FOR THE SUBDIVISION:

- WATER AND FIRE PROTECTION - A 12" DP CITY OF FAIRBURN WATER MAIN AND 8" DP CITY OF ATLANTA WATER MAIN RUNNING NORTH TO SOUTH ALONG SENOLA RD (S.E. 74) ON THE EASTERN PORTION OF THE SUBDIVISION.
- ELECTRICAL POWER - AN OVERHEAD POWER LINE RUNNING NORTH TO SOUTH ALONG SENOLA RD (S.E. 74) ON THE EASTERN PORTION OF THE SUBDIVISION.
- SEWAGE - A 12" DP CITY OF FAIRBURN SEWER LINE RUNNING NORTH TO SOUTH ALONG SENOLA RD (S.E. 74) ON THE EASTERN PORTION OF THE SUBDIVISION.
- STORMWATER MANAGEMENT FOR TRACT 1 (TRACTOR SUPPLY CO. SITE) WILL BE PROVIDED BY THE CITY OF FAIRBURN. THE CITY OF FAIRBURN WILL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STORMWATER MANAGEMENT FOR TRACT 1. THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF THE STORMWATER MANAGEMENT FOR TRACTS 2 AND 3 WILL BE PROVIDED AND HANDLED AT A FUTURE DATE WHEN THOSE TRACTS ARE DEVELOPED.

PROPERTY DESCRIPTION

ALL THAT TRACT OR PART OF LAND Lying or being in Land Lot 27, 9th District, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a 5/8-inch rebar set at the intersection of the northern right-of-way of Meadow Glen Parkway (80' right-of-way) with the western right-of-way of State Route 74 (Senola Road) (various right-of-way); Thence along said right-of-way of Meadow Glen Parkway the following courses and distances: North 87 degrees 35 minutes 17 seconds West a distance of 233.68 feet to a 5/8-inch rebar set; along a curve to the left having a radius of 480.00 feet and an arc length of 332.19 feet, being subtended by a chord bearing of South 71 degrees 48 minutes 23 seconds West for a distance of 344.83 feet to a 5/8-inch rebar set; South 31 degrees 17 minutes 32 seconds West a distance of 212.63 feet to a 5/8-inch rebar set; Thence bearing of South 62 degrees 02 minutes 42 seconds East a distance of 772.24 feet to a 5/8-inch rebar set; Thence South 68 degrees 52 minutes 21 seconds East a distance of 713.32 feet to a 5/8-inch rebar set on the western right-of-way of State Route 74; Thence along said right-of-way of State Route 74 a distance of 11 seconds West a distance of 527.28 feet to a 5/8-inch rebar set; said 5/8-inch rebar set being the true corner.

Sold Tract of land containing 8.531 Acres.

FINAL PLAT

Highway 74 and Meadow Glen Parkway

FOR

Trinity Fairburn, LLC

Stewart Title Insurance Company

CS JOB NO.	20185795	DRIVING SCALE	1" = 40'	SURVEY DATE	October 12, 2020
FILED NO.	LR	STATE	GEORGIA	REVISION	
PROJ. NO.	DLM	COUNTY	FULTON	% Done	
REVISION	BDC	LAND	LR	27	
FILE NAME	20185795-02.dwg	DISTRICT	97		

CLOSURE STATEMENT

THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE PART IN 10,000. THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE PART IN 10,000. THE FIELD CLOSURE UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE PART IN 10,000.

UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MANHOLE PROVIDED BY UTILITY SURVEY, LLC. THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MANHOLE PROVIDED BY UTILITY SURVEY, LLC. THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MANHOLE PROVIDED BY UTILITY SURVEY, LLC.

ENGINEER CONTACT

Farrate Group, Inc.
Joe Johnson
2740 Diversey Ct. Suite 100
Marietta, Georgia, GA 30067
770-588-1189

OWNER/DEVELOPER CONTACT

Owner: White Brookwood Limited Liability Company
Robert M. White
150 Peachtree North Ave. NE
Atlanta, GA 30309

GRAPHIC SCALE



Land Surveying • 3D Laser Scanning
1660 Barnes Mill Road
Marietta, Georgia 30067
Phone: (770) 795-9900
Fax: (770) 795-8880
www.geosurvey.com
Email: info@geosurvey.com
Certificate of Authorization #55-000221

SURVEYOR CERTIFICATION

As required by subsection (4) of O.C.G.A. Section 15-8-87, this plat has been prepared by a land surveyor and approved by an eligible local jurisdiction for recording as evidenced by approval certificates, signatures, stamps, or electronic means. Such approval or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to its intended use of any parcel. Furthermore, the undersigned surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-8-87.

David L. Hester
Georgia Registered
Land Surveyor # 3042



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #20 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES

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

Submitted: 12/02/2021 Work Session: N/A Council Meeting: 12/13/2021

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 (X) No

PURPOSE: For Mayor and Council to approve Task Order #20 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 22nd, 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, Task Order #20 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #20 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

TASK ORDER 20: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)

To: City of Fairburn

PO Box 145

Fairburn, GA 30213

Attn: Mr. Lester Thompson

Date: November 1, 2021

From: Andrew Kohr (Pond)

Copy to: James McNabb

Scope of Work

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

Background:

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

Specific Tasks:

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

Budget

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

Architects
Engineers
Planners
Constructors

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

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 22nd day of July 2019 by and between POND & COMPANY, a Georgia corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

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

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

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

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

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);
 - (b) Compile or provide the necessary database of information to complete the scope of work;
 - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
 - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

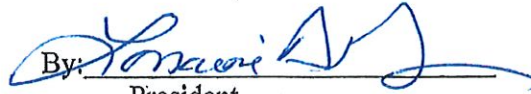
IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

POND & COMPANY, a Georgia corporation.

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

By: 
President

Date signed by Contractor:

[CORPORATE SEAL]

July 31st, 2019

CITY:

Address:

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

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

By: 
Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Approved as to form:

Attest: 

Interim City Clerk: Shana T. Moss



City Attorney: William Randy Turner

[SEAL]

Exhibit A
100-General Fund
Public Works Admin
EXPENDITURES

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	2020-2021 Y-T-D ACTUAL	2021 Estimated By 9/30/2021	(FY2021-22) REQUESTED BUDGET	(FY2021-22) APPROVED BUDGET
Personal Services									
100-4100-51-1100	Salaries & Wages	164,754	126,848	127,564	126,568	93,225	-	223,642	224,561
100-4100-51-1300	Overtime	258	305	179	300	37	263	300	300
100-4100-51-1900	Allocate to Stormwater	(64,544)	-	-	-	-	-	-	-
100-4100-51-2100	Group Insurance	30,693	30,972	35,617	35,617	21,297	35,617	51,000	51,000
100-4100-51-2150	Health Reimbursement	-	-	1,152	1,152	2	1,150	1,152	1,152
100-4100-51-2200	F.I.C.A. & Medicare Tax	11,196	8,727	8,655	12,000	6,245	8,655	17,000	17,948
100-4100-51-2400	Retirement	14,391	10,444	14,391	14,391	4,254	10,137	14,391	14,391
100-4100-51-2600	Unemployment	-	-	-	-	-	-	-	-
100-4100-51-2700	Workers Comp	5,550	4,858	4,771	6,000	2,533	3,467	6,000	6,000
100-4100-51-2905	Incentive Pay	1,949	1,299	1,299	0	-	-	-	1,800
TOTAL									
Personal Services		164,247	183,453	193,628	196,028	127,593	59,289	313,485	317,152
Purchased-Contracted									
100-4100-52-1200	Professional	93,306	73,659	103,016	120,000	106,644	5,000	120,000	120,000
100-4100-52-1242	Pre-Employment Screeni	-	-	-	-	-	-	500	500
100-4100-52-2200	R&M Building	-	-	-	-	-	-	-	-
100-4100-52-3200	Telephone	1,172	1,160	1,099	1,000	373	627	1,500	1,500
100-4100-52-3300	Advertising	2,215	2,703	2,673	2,000	811	-	5,000	5,000
100-4100-52-3400	Printing & Binding	128	405	49	1,500	-	-	1,500	1,500
100-4100-52-3450	Postage	-	15	71	250	24	226	500	500
100-4100-52-3500	Travel	225	-	-	2500	-	-	2,500	2,500
100-4100-52-3600	Dues & Subscriptions	-	-	-	250	-	250	250	250
100-4100-52-3700	Education & Training	1,259	1,337	475	3,000	1,404	1,596	8,500	8,500
100-4100-52-3705	Business Meetings	-	-	-	-	-	-	-	-
100-4100-52-3900	Other Contract Service	-	-	-	5,000	-	5,000	5,828	5,828
TOTAL									
Purchased-Contracted		98,305	79,279	107,383	135,500	109,256	12,699	146,078	146,078
Supplies									
100-4100-53-1100	Office Supplies	1,291	1,686	2,284	3,000	1,226	-	3,000	3,000
100-4100-53-1270	Gasoline	1,000	889	488	1,000	116	-	1,000	1,000

□

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2021 Estimated By 9/30/2021	REQUESTED BUDGET	APPROVED BUDGET
100-General Fund									
Public Works Admin									
EXPENDITURES									
100-4100-53-1600	Small Equip 500-5000	-	-	2,108	2,000	-	2,000	10,000	10,000
100-4100-53-1700	Misc Supplies <500	-	-	28	500	-	500	500	500
100-4100-53-1710	Uniforms/Clothing	265	425		500	-	500	2,500	2,500
100-4100-53-1720	Repair Parts	35	-		0	-	-	-	-
100-4100-53-1730	Duncan Park	-	-		-	-	-	-	-
TOTAL									
Supplies		2,591	3,000	4,908	7,000	1,342	3,000	17,000	17,000
Capital Outlay									
100-4100-54-2200	Vehicles	-	-		-	-	-	30,000	30,000
100-4100-54-2300	Furniture & Fixtures	-	-		5,000	2,028	2,972	-	-
100-4100-54-2500	Other Equipment	-	-		-	-	-	15,000	15,000
TOTAL									
Capital Outlay		-	-	-	5,000	2,028	2,972	45,000	45,000
TOTAL									
Public Works Admin		265,143	265,732	305,919	343,528	240,219	77,960	521,563	525,230



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE PURCHASE OF A NEW VEHICLE FOR THE COMMUNITY DEVELOPMENT DEPARTMENT

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

Submitted: 12/06/2021 Work Session: 12/06/2021 Council Meeting: 12/13/2021

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of the purchase of the vehicle is \$27,840.00. This is a budgeted item 100-4100-54-2200 @ \$30,000.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the purchase of a new vehicle for the Community Development Department.

HISTORY: The Community Development Department has been planning on hiring a new Erosion Control/Site Development Inspector to assist the inspection and enforcement of the new and existing commercial and residential site development projects. A new vehicle will be needed for this proposed new hire.

FACTS AND ISSUES: The current budget allocates \$30,000 for the purchase of a vehicle. Allen Vigil Ford has a statewide contract with the State Purchasing Division (SPD). The State Purchasing Division (SPD) oversees the procurement functions for the State of Georgia and manages all policies related to procurement. By leveraging the buying power of state entities and identifying shared needs, SPD negotiates discount prices for quality products and services in the form of Statewide Contracts. These contracts are available to all state entities, including cities, counties, and other local government entities. In addition to discounted prices, SPD saves State Entities the time, labor and costs associated with managing the bidding process themselves.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the proposal from Allen Vigil Ford for the purchase of a 2022 Ford F150 for the purchase price of \$27,840.00.


Elizabeth Carr-Hurst, Mayor

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2022 Ford F150 (1/2 ton)
Regular Cab, 6 Cyl, 4x2, SWB

SWC #99999-SPD-ES40199373-002

Equipment included in

Base price

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

Crew Cab only:

Power Windows, Locks & Mirrors

Exterior Colors	Interior Color
D1 Stone Gray	Gray
PQ Race Red	"
HX Antimatter Blue	"
B3 Atlas Blue	"
JS Iconic Silver	"
UM Agate Black	"
M7 Carbonized Gray	"
YZ Oxford White	"

School Bus Yellow is available at
 \$925.00 per vehicle

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

* **5.0L V8 or 3.5L Ecoboost**
engine required

** **Not available with regular**
cab short wheel base

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

**** **Super cab & Crew cab only**

***** **Crew Cab only**

Base Price

\$21,495.00

!!!Pricing through 11/30/2021 only!!!

Options	Price	Code
5.0L V8 Flex Fuel engine	1,836.00	995
3.5L V6 EcoBoost engine**	2,388.00	99G
2.7L V6 Ecoboost	1,125.00	99P
Long Bed (8 ft)	295.00	145
Extended range fuel tank**	410.00	655
Super Cab (6.5 ft. bed)	2,525.00	X1C
Super Cab (8 ft. bed) *	3,690.00	X1C/Long
4x4 Option- Regular cab	3,495.00	F1E
4X4 Option- Super&Crew Cabs	3,045.00	X1E
Skid plates (4X4s only)	155.00	413
Crew Cab SWB (5.5 ft bed)	5,850.00	5850 W1Cs
Crew Cab LWB* (6.5 ft bed)	6,740.00	W1C/Long
3.5L Hybrid engine- Crew Cab)	7,150.00	99D
Limited Slip Axle	525.00	XL9
Daytime Running Lights	42.00	942
Power Windows/Locks/Mirrors	1,088.00	included 85A
Power Seat- requires 85A	345.00	91P
XL w/ Power W-L-M, SYNC,		
AM/FM, & Cruise control.	2,075.00	101A
101A for Crew Cab	995.00	101A
Class IV Hitch (w/o tow pkg)	189.00	53B
Trailer Tow Pkg(includes 67T)	995.00	53A
Electric Brake Controller	265.00	67T
Tow Mirrors w/ spotlights***	495.00	54Y/59S
Running boards (black)	262.00	18B
Cruise Control	215.00	50S
40-20-40 Cloth Split Bench	N/C	N/C CS
Cloth Buckets w/console****	275.00	WS
Rear window defroster	305.00	57Q/924
Fog Lights	135.00	595
Carpet w/ Mats	140.00	168
Aluminum Wheels & Bumpers	740.00	86A
SYNC 4 w/ SiriusXM	305.00	524/582
Bed Utility pkg/ tailgate step	765.00	68L
Spray-in Bedliner	420.00	420 ATK
Reverse Sensing- requires	255.00	76R
53A or 53B		
XLT Package	5,250.00	300A
XLT Power Driver Seat	330.00	91P
Navigation pkg (XLT Only)	755.00	50N

Options total

6270

Other vendor added equipment

Delivery

75

Total

\$27,840.00

Contact person

OK Bob burtnr

Agency

Allan Vigil Ford

Phone Number

10/27/21

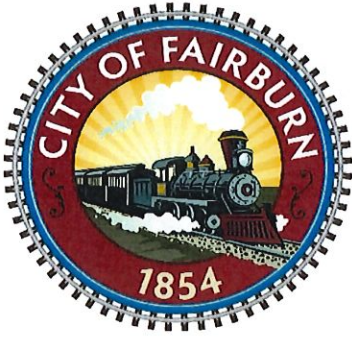
10/13/21

Exhibit A100-General Fund
Public Works Admin
EXPENDITURES

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	2020-2021 Y-T-D ACTUAL	2021 Estimated By 9/30/2021	(FY2021-22) REQUESTED BUDGET	(FY2021-22) APPROVED BUDGET
Personal Services									
100-4100-51-1100	Salaries & Wages	164,754	126,848	127,564	126,568	93,225	-	223,642	224,561
100-4100-51-1300	Overtime	258	305	179	300	37	263	300	300
100-4100-51-1900	Allocate to Stormwater	(64,544)	-	-	-	-	-	-	-
100-4100-51-2100	Group Insurance	30,693	30,972	35,617	35,617	21,297	35,617	51,000	51,000
100-4100-51-2150	Health Reimbursement	-	-	1,152	1,152	2	1,150	1,152	1,152
100-4100-51-2200	F.I.C.A. & Medicare Tax	11,196	8,727	8,655	12,000	6,245	8,655	17,000	17,948
100-4100-51-2400	Retirement	14,391	10,444	14,391	14,391	4,254	10,137	14,391	14,391
100-4100-51-2600	Unemployment	-	-	-	-	-	-	-	-
100-4100-51-2700	Workers Comp	5,550	4,858	4,771	6,000	2,533	3,467	6,000	6,000
100-4100-51-2905	Incentive Pay	1,949	1,299	1,299	0	-	-	-	1,800
TOTAL									
Personal Services		164,247	183,453	193,628	196,028	127,593	59,289	313,485	317,152
Purchased-Contracted									
100-4100-52-1200	Professional	93,306	73,659	103,016	120,000	106,644	5,000	120,000	120,000
100-4100-52-1242	Pre-Employment Screeni	-	-	-	-	-	-	500	500
100-4100-52-2200	R&M Building	-	-	-	-	-	-	-	-
100-4100-52-3200	Telephone	1,172	1,160	1,099	1,000	373	627	1,500	1,500
100-4100-52-3300	Advertising	2,215	2,703	2,673	2,000	811	-	5,000	5,000
100-4100-52-3400	Printing & Binding	128	405	49	1,500	-	-	1,500	1,500
100-4100-52-3450	Postage	-	15	71	250	24	226	500	500
100-4100-52-3500	Travel	225	-	-	2500	-	-	2,500	2,500
100-4100-52-3600	Dues & Subscriptions	-	-	-	250	-	250	250	250
100-4100-52-3700	Education & Training	1,259	1,337	475	3,000	1,404	1,596	8,500	8,500
100-4100-52-3705	Business Meetings	-	-	-	-	-	-	-	-
100-4100-52-3900	Other Contract Service	-	-	-	5,000	-	5,000	5,828	5,828
TOTAL									
Purchased-Contracted		98,305	79,279	107,383	135,500	109,256	12,699	146,078	146,078
Supplies									
100-4100-53-1100	Office Supplies	1,291	1,686	2,284	3,000	1,226	-	3,000	3,000
100-4100-53-1270	Gasoline	1,000	889	488	1,000	116	-	1,000	1,000

□

		2017-2018 ACTUAL	2018-2019 ACTUAL	2019-2020 ACTUAL	CURRENT BUDGET	Y-T-D ACTUAL	2021 Estimated By 9/30/2021	REQUESTED BUDGET	APPROVED BUDGET
100-General Fund									
Public Works Admin									
EXPENDITURES									
100-4100-53-1600	Small Equip 500-5000	-	-	2,108	2,000	-	2,000	10,000	10,000
100-4100-53-1700	Misc Supplies <500	-	-	28	500	-	500	500	500
100-4100-53-1710	Uniforms/Clothing	265	425		500	-	500	2,500	2,500
100-4100-53-1720	Repair Parts	35	-		0	-	-	-	-
100-4100-53-1730	Duncan Park	-	-		-	-	-	-	-
TOTAL									
Supplies		2,591	3,000	4,908	7,000	1,342	3,000	17,000	17,000
Capital Outlay									
100-4100-54-2200	Vehicles	-	-		-	-	-	30,000	30,000
100-4100-54-2300	Furniture & Fixtures	-	-		5,000	2,028	2,972	-	-
100-4100-54-2500	Other Equipment	-	-		-	-	-	15,000	15,000
TOTAL									
Capital Outlay		-	-	-	5,000	2,028	2,972	45,000	45,000
TOTAL									
Public Works Admin		265,143	265,732	305,919	343,528	240,219	77,960	521,563	525,230



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE MEAG POWER SALE OF EXCESS CAPACITY AND EXCESS RESERVE CAPACITY TO THE CITY OF FAIRBURN ON BEHALF OF THE CITY OF GRIFFIN

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

Submitted: 12/06/2021

Work Session:

Council Meeting: 12/13/2021

DEPARTMENT: Utilities (Electric)

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

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to review and approve the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Griffin.

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

FACTS AND ISSUES: The agreement is to purchase 3,013 kW of Excess Capacity (\$24,104.00) at \$8.00 per kW-year and to purchase 3,033 kW of Excess Reserve Capacity (\$18,198.00) at \$6.00 per kW-year for this year. This will also accommodate any extended wintry months as well as upcoming developments.

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Griffin and authorize the Mayor to sign the agreement for the City of Fairburn.


Elizabeth Carr-Hurst, Mayor



October 15, 2021

City of Griffin, Georgia
Attn: Ms. Jennifer Freeman, Electric Director
100 South Hill Street
Griffin, GA 30223

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

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

Dear Ms. Freeman and Mayor Carr-Hurst:

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

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

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

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

(a) Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Griffin, Griffin has declared capacity in the amount of 3,033 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Griffin has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

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

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

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



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

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

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

(5) **Term.** The initial term of the sale of Griffin's excess reserve capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2022 and end at 2400 hours on December 31, 2022. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Griffin's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

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

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

**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

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

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



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

CITY OF GRIFFIN

By: _____

ATTEST:

City Clerk

[SEAL]

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

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]

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

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



October 15, 2021

City of Griffin, Georgia
Attn: Ms. Jennifer Freeman, Electric Director
100 South Hill Street
Griffin, GA 30223

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

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

Dear Ms. Freeman and Mayor Carr-Hurst:

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

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



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

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

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

(5) Term. The initial term of the sale of Griffin's excess reserve capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2022 and end at 2400 hours on December 31, 2022. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Griffin's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

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**MUNICIPAL ELECTRIC AUTHORITY OF
GEORGIA**

ATTEST:

By:

James E. Fuller
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

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

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



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

CITY OF GRIFFIN

By: _____

ATTEST:

City Clerk

[SEAL]

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

CITY OF FAIRBURN

By: _____

ATTEST:

City Clerk

[SEAL]

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

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

[CITY ATTORNEY LETTERHEAD FOR THE CITY OF _____]

Addressee [Parties to the IPT]

RE: Opinion Re: Enforceability of Inter-Participant Contract

Dear _____:

The purpose of this letter is to provide my legal opinion concerning the execution and enforceability of that certain Inter-Participant Contract entered into by the cities of _____, _____ and MEAG Power dated _____ ("IPT") for Supplemental Capacity and Excess Reserve Capacity. I have conducted a thorough review of applicable law, including statutory and constitutional law of Georgia, the Charter of the City of _____, and all applicable ordinances and resolutions of the City of _____. I am also knowledgeable concerning the procedure utilized by the City of _____ in reviewing and approving the IPT.

For the benefit of and reliance of each of the parties to the IPT, I hereby opine as follows:

- (1) That the process utilized by the governing body of the City of _____ in approving the IPT complied in full with each of the requirements set forth in the City's Charter, ordinances and resolutions; and,
- (2) The signatory of the IPT on behalf of the City of _____ is fully authorized by applicable law to execute the IPT on behalf of the City of _____ and that the City of _____ upon execution will be fully bound by the terms of the IPT; and,
- (3) Upon execution, the IPT will be a fully enforceable document legally binding the City of _____ to the terms thereof.

I understand fully that the parties to the IPT are relying upon this opinion in moving forward with this transaction.

Very truly yours,