



City of Fairburn Work Session Agenda - Zoom

April 11, 2022
6:00 pm

Dial (646) 558-8656
Meeting ID 731 291 3121

Electronic Device
<https://bit.ly/3FDfMto>

The Honorable Mayor Mario Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Linda J. Davis
The Honorable Pat Pallend

The Honorable Alex Heath
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

Mr. Rory Starkey
Mr. Tony Phillips
Brenda B. James

City Attorney
City Administrator
City Clerk

I. Meeting Called to Order:

The Honorable Mayor Avery

II. Roll Call:

City Clerk

III. Agenda Items:

1. Presentation by Clear Gov for Budgeting and Transparency Platform
2. Proposed City of Fairburn Travel Policy Manual Update

IV. Adjournment



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Presentation by Clear Gov

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

Submitted: 04/05/2022

Work Session: 04/11/2022

Council Meeting:

DEPARTMENT: Finance

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: A representative from Clear Gov will be present to make a presentation for a budgeting and transparency platform.

HISTORY:

RECOMMENDED ACTION:

Tony M. Phillips, City Administrator

Mario B. Avery, Mayor



Fairburn City Council Meeting

Monday, April 11, 2022

Presented by: Gabby Yetten

It's Time to Budget Better.



Legacy Budgeting Cycles are Inefficient

SCATTERED

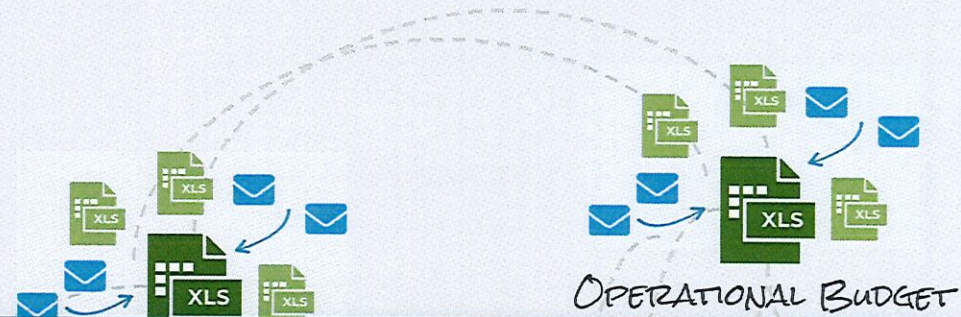
Documents, emails, notes, etc. are spread across multiple inboxes and desktops.

DISJOINTED

Excel, Word and email are distinct, generic products that inhibit collaboration.

TEDIOUS

Constructing, combining and correcting multiple spreadsheets is taxing, tiresome and time-consuming.



Modernization is a Must!





Our Mission

We create easy-to-use software to help governments budget better.

ClearGov Delivers “Just Right” Software

Built specifically for local governments.



Easy to Implement

ClearGov will onboard your budget data for you.



Easy to Use

Familiar, intuitive, and simple.
Little-to-no learning curve.

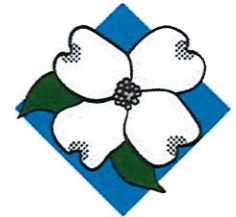
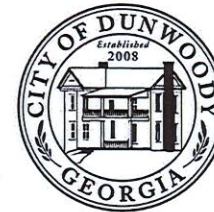
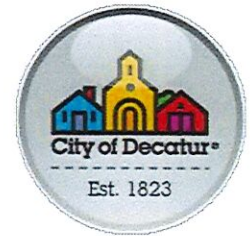


Easy to Connect

Works well together and complements your ERP.

ClearGov works with hundreds of communities across the country.

Your Georgia ClearGov Community



Budget Cycle Management Suite

Capital Budgeting
Automate the way you collect, organize and optimize capital utilization

Transparency
Tell your financial story to drive community support



Personnel Budgeting
Salary management, scenario planning and what-if analysis

Operational Budgeting
Build your forecast and annual budget more efficiently and collaboratively

Digital Budget Book
Produce an interactive and award-winning budget book in a fraction of the time



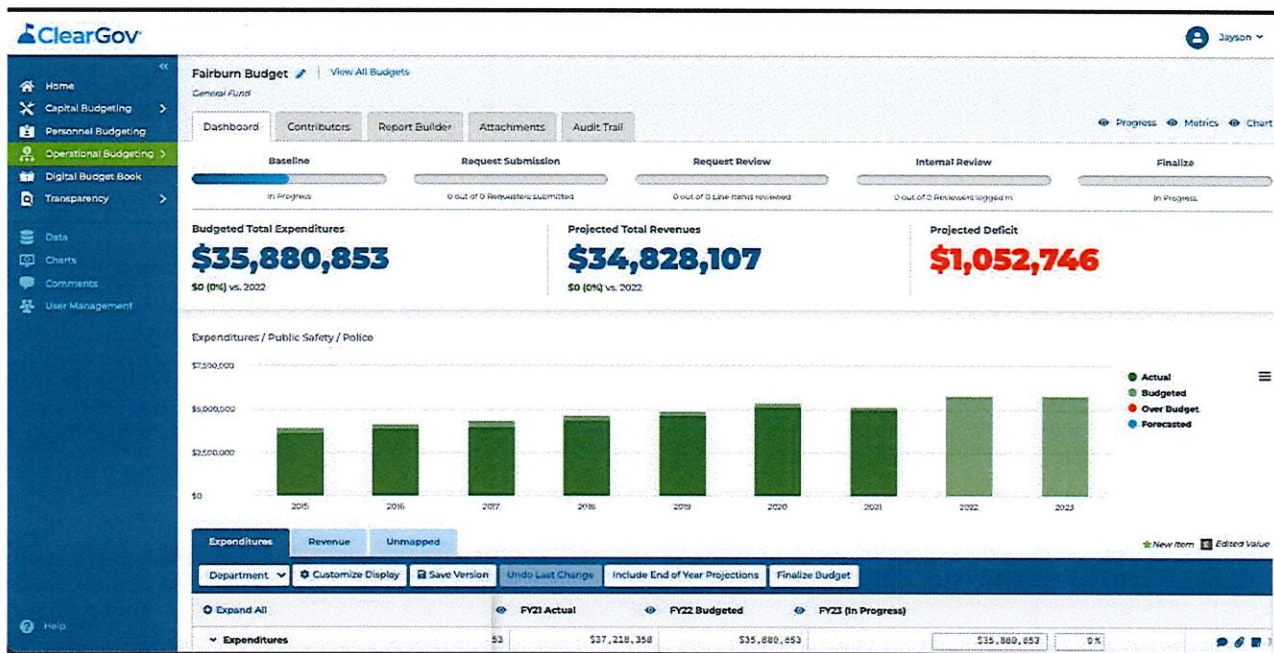
Budgeting | Product Overview

Collaborative budgeting software that streamlines communication with department heads and other budget stakeholders. A one-stop shop to dynamically forecast what-if scenarios, build a budget and communicate budgeting rationale.

- ◆ **Departmental Collaboration**
 - Easily assign and invite departments to submit budget requests and rationale
- ◆ **Dashboards**
 - Quickly share and see status of budget building process
- ◆ **Scenario Planning**
 - Create unlimited multi-year scenario plans across your capital, personnel and operational budget plans
- ◆ **Report Builder**
 - Download and print custom reports for monthly and quarterly updates



Live View Budgeting



Communications | Product Overview

Digital Budget Book. Meet GFOA award criteria and deliver new levels of clarity, engagement and understanding for your citizens.

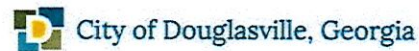
Transparency. Tell your financial story using a simple-to-navigate transparency center. Easy-to-understand infographics help you share financial information, departmental goals, and results in a way that informs and engages your community.

- ◆ **Financial Story**
- ◆ **Open Checkbook**
- ◆ **Custom Chart Builder**
- ◆ **Budget vs. Actuals Reporting**
- ◆ **Department Dashboards**
- ◆ **Project Pages**
- ◆ **Downloadable and Printed PDFs**



Live View

Digital Budget Book



powered by ClearGov

[Introduction](#)[Budget Overview](#)[Departments](#)[Revenue Overview](#)[Fund Summaries](#)[2016 SPLOST](#)[>](#)[Print](#)

Transmittal Letter

Mayor Rochelle Robinson

We are home to more than 30,000 residents that enjoy a family-friendly environment with the benefits of a major city nearby. Our community offers excellent schools, a variety of cultural activities, exceptional civic amenities, and a welcoming community.

Douglasville is located 20 miles west of Atlanta, Georgia, and is bisected by Interstate 20. We share in the benefits of existence within close proximity to Hartsfield-Jackson International Airport, the world's busiest airport. We are near major professional sports venues and numerous major attractions, such as the world's largest aquarium, the Georgia Aquarium.

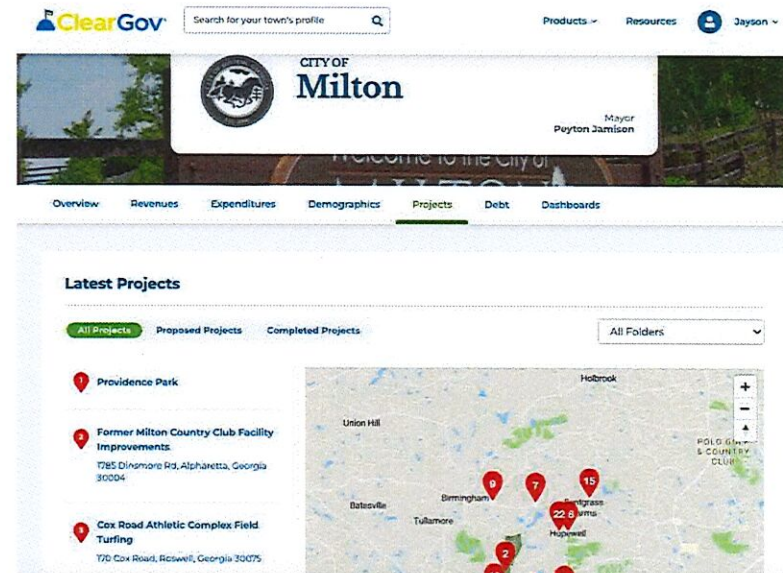
Locally, we take pride in our community and the benefits we offer to residents and businesses. Douglasville is home to industries of various sizes, employing some of the best and brightest in Georgia. It is our mission to provide the amenities that companies seek when deciding to relocate or open a business. Arbor Place Mall, located in Douglasville, is one of Georgia's largest regional malls. Our residential and business growth shows that Douglasville continues to be a choice for companies and families. The City of Douglasville provides a superb level of customer service for our visitors and residents. From our Public Safety Department to our Parks and Recreation Department, visitors and residents are and will continue to be a top priority.

On behalf of the citizens of Douglasville, I welcome you. We hope to see you soon!

Sincerely,

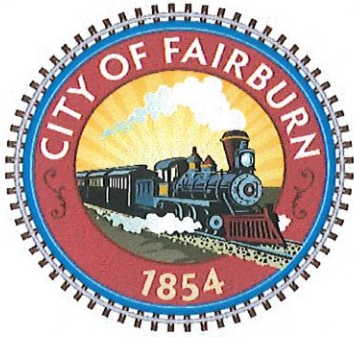
Rochelle Robinson, Mayor

Live View Transparency



Thank you for your time!

Questions?



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: Proposed City of Fairburn Travel Policy Manuel Update

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

Submitted: 04/05/2022

Work Session: 04/11/2022

Council Meeting:

DEPARTMENT: Finance

BUDGET IMPACT:

PUBLIC HEARING? () Yes (X) No

PURPOSE: The Finance Director would like to have Mayor and Council review a proposed update to the City of Fairburn Travel Policy.

HISTORY:

RECOMMENDED ACTION:

Tony M. Phillips, City Administrator

Mario B. Avery, Mayor

Proposed City of Fairburn Travel Policy Manual Update



City of Fairburn

TABLE OF CONTENTS

Introduction	3
General Provisions	4
Policies Applying to All Travel Expenses	4
Section One: Air Travel	7
1.1 Booking	7
1.2 Lowest Logical Airfare	7
1.3 Business and First-Class Tickets	7
1.4 International Travel	8
1.5 Advance Booking	8
1.6 Connecting Flights	8
1.7 Cancellations	8
1.8 Exchanges	8
1.9 Baggage Charges	8
1.10 Other Expenses	9
1.11 Private Aircraft	9
Section Two: Ground Transportation and Car Rental	10
2.1 Ground Transportation	10
2.2 City Vehicle	10
2.3 Personal Automobile	10
2.4 Other Transportation	11
2.5 Mileage Reimbursement	11
Section Three: Lodging	12
3.1 Lodging	12
3.2 Cancellation	12
3.3 Conference Lodging	13
Section Four: Meals and Incidental Travel Expenses	14
4.1 General	14
4.2 Meal Per Diem During Non-Overnight Travel	14
Section Five: Miscellaneous Travel Expenses	15
Section Six: Payment Methods	17
6.1 City Credit Cards	17
6.2 Travel Advances	17
6.3 Other Payments	17

City of Fairburn

INTRODUCTION

Purpose

The purpose of the City of Fairburn Travel Policy (hereinafter called "Policy") is to provide guidelines to city employees, consultants, and city officials (collectively, "City/Cities") for payment of travel expenses in an efficient, cost-effective manner, and to enable city travelers (hereinafter called "Travelers") to successfully execute their travel requirements at the lowest reasonable costs, resulting in the best value for the City. Teleconferencing instead of travel should be considered when appropriate and possible. The traveler is charged with the responsibility for determining the necessity, available resources and justification for the need and the method of travel.

The Policy is based on travel industry best practices and with total cost management in mind. As such, it is important for Travelers to understand the intent of the Policy and work with their management to ensure compliance when traveling for work.

Authority

City of Fairburn rules and regulations governing travel. The Mayor in cooperation with City of Fairburn Council Members is authorized to and shall adopt rules and regulations governing in-state and out-of-state travel and travel reimbursement that promote economy and efficiency in city government and which treat employees fairly and equitably.

Applicability

This Policy applies to all city employees, consultants, and city elected officials. If this Policy does not specifically discuss procedures applicable to the City, in order to be in compliance with the Policy, the City should establish procedures that ensure compliance. For personnel with disabilities, the City has authority to provide reasonable accommodations during travel on official city business. Decisions regarding specific situations not addressed by this Policy shall be made and documented by the City.

Compliance and Accountability

Throughout the Policy, the words "may", "must" and "should" are used. When the term "may" is used, the Traveler may comply with the stated direction or they may choose not to comply based on the need of the City and the Traveler. When the term "must" is used, the City nor the Traveler has the authority to deviate from the specific policy/procedure. When the term "should" is used, the City and the Traveler are expected to follow the policy/procedure as written and are required to justify any departures from such policy/procedure when the specifics of the situation indicate an alternate procedure is a reasonable departure from the recommended policy/procedure. All Travelers are required to follow the minimum guidelines outlined in the Policy.

Periodically, the Mayor and City Council may perform a review of the city's travel records to ensure compliance with all aspects of this Policy. This Policy may be revised based on the results found during the reviews. Dependent on the nature of the findings, appropriate and progressive sanctions for misuse will be implemented. All travel claims are subject to detailed audits conducted by the Finance Department.

City of Fairburn

GENERAL PROVISIONS

A necessary expense is one for which there exists a clear business purpose and is within the cities' expense policy limitations. A clear business purpose contains all information necessary to substantiate the expenditure, including a list of attendees, if appropriate, their purpose for attending, business topics discussed, and/or how the expenditure benefited the city. Establishing policies and procedures for travel expenses enables the City of Fairburn to effectively comply with federal and state regulations. This Policy is intended to be a comprehensive guide for the planning and reimbursement of all city-approved travel expenses. There are several key points to remember when incurring expenses on behalf of the city:

- Under no circumstances should a Traveler approve their own expense report. Staff should not approve the expense reports of a person to whom they functionally or administratively report.
- All expense reports must be submitted by the Traveler who incurred the expense or administrative staff for executive leadership, Mayor and Council.
- A large number of exceptions or Policy violations will increase the likelihood of expense report audits.
- The City of Fairburn will not reimburse Travelers for personal expenses.

POLICIES APPLYING TO ALL TRAVEL EXPENSES

A. Approval and Authorization

A Traveler's immediate supervisor or higher administrative authority must approve a travel expense report and forward to the Finance Department for final approval before reimbursement will be issued. The approver should be at a higher level of authority that is able to determine the appropriateness and reasonableness of the expenses.

B. Role of the Approver

By approving travel expenses, the approver is attesting that they have thoroughly reviewed each transaction and the supporting documentation and have verified that all transactions are allowable expenses. The approver is the "check" in the expense reporting process to identify potential and/or actual errors in expense reporting and is equally accountable for all expenditures. The approver role should be assigned to an individual who can judge the business appropriateness of each expenditure.

Each transaction must be consistent with departmental budgetary guidelines. The approver may be required to ensure the correct funding sources are charged according to city procedure and in keeping with proper fiscal stewardship.

Should expenses not meet approval guidelines, the approver should deny the request. Denied expenses will be considered a personal expense to the Traveler and will be processed in accordance with the policies, herein. City approvers will deny the expense by comment and return the expense report to the Traveler for correction.

By approving a Traveler's expense submission, approvers are certifying:

- Appropriateness of the expenditure and reasonableness of the amount requested;

City of Fairburn

- Compliance with city regulations and city reimbursement policies; and
- Completeness and accuracy of documentation.

C. Business Purpose Justification and Explanation Statements

In cases where a submitted expense does not conform to Policy, or if a receipt is lost or missing, an explanation is required when submitting the expense. Comments must be provided explaining why this exception to the Policy was necessary and, if applicable, describe the missing documentation. The Traveler's immediate supervisor or higher administrative authority must approve these statements.

D. Internal Revenue Service Requirements

In order for travel advances and reimbursements of travel expenses to be excluded from a Traveler's taxable income, the cities' travel policies must meet the Internal Revenue Service (IRS) requirements for an "Accountable Plan." In general, the City Travel Policy has been developed with the IRS Regulations as its primary payment framework; accordingly:

- Advances and reimbursements must be reasonable in amount, must be made for travel only, must be in line with actual costs incurred and must be within Policy limitations. Expenses that do not comply with Policy guidelines will be the obligation of the Traveler that incurred the expense.

Policy requires that Travelers submit expenses via expense reimbursement forms substantiating the amount, date, use and business purpose, ideally within 10 days, but no later than 45 calendar days after completion of the trip or event. Expenses submitted in excess of 60 calendar days may not be reimbursed. Expenses submitted more than 60 calendar days after completion of the trip or event, if reimbursed, should be included in the Traveler's IRS Form W-2 as taxable income.

- Policy requires that travel expenses associated with advances must be reconciled, substantiated, submitted, and approved as soon as possible, but no later than 45 calendar days after completion of the trip or event. Any portion of an advance that was not used must be returned to the city within this same timeframe.

Travel expenses, related to an advance, which are reconciled, substantiated, submitted, and approved more than 60 days after the conclusion of the travel or event should be included in the Traveler's IRS Form W-2 as taxable income.

Advance amounts in excess of substantiated travel expenses that are not returned to the city within 120 days after the trip should also be included in the Traveler's IRS Form W-2 as taxable income.

- A Traveler's commuting miles are considered personal mileage and, as such, are not reimbursable. Thus, when a Traveler attempts to claim reimbursement for their personal commuting mileage, the total amount of commuting Miles (one-way or round trip) must be deducted when calculating total mileage reimbursement. Commuting miles is defined as the actual mileage travelled by the Traveler between their Residence and Primary Workstation. If a Traveler's travel begins or ends at their Primary Workstation AND they are not attempting to claim their Commuting Miles between Residence and Workstation or vice versa, then Commuting Miles would not be deducted. The Finance

City of Fairburn

Department is responsible for implementing internal monitoring processes to ensure compliance with these IRS regulations.

E. Documentation and Receipt Requirements

IRS requirements are met with the submission of approved expenses on the expense reimbursement forms. The overall, specific business purpose of the trip should clearly be stated on expense submissions. Business purpose should include information such as:

- People involved
- Business topics covered
- Brief explanation of duties performed

Required receipts must be attached, receipts must contain appropriate detail, including starting and ending destinations, hotel charges, and detailed item charges (credit card signature copies without detail are not acceptable). A specific business purpose for the expenditure must be noted on every expense submitted. Note that receipts are not required for meals per diem. Valid, unaltered receipts are required for the following:

- Air, lodging, rental cars and rail (such as Amtrak, etc.)
- Visa/Passport fees
- Conference registration fees
- Itemized receipts equal to or above \$25 (Expenses over the threshold should not be approved if a required receipt is missing)

City of Fairburn

SECTION ONE: AIR TRAVEL

1.1 Booking

Travelers are responsible for booking their own flights. Executive Assistants, Administrative Assistants, and City Clerk can book flights on behalf of Executive Management, Mayor and Council. Travelers who are combining personal travel with business travel may only do so when the personal portion does not add any cost to the city. Travel arrangements must be made to accommodate the business duties of the Traveler and not their personal preference.

Airfare tickets are not eligible for reimbursement for personal, companion or partner/spouse/family travel. Accordingly, persons booking tickets for non-official business using city credit cards or funds will be subject to disciplinary action, up to and including termination, as well as reimbursement of the cost incurred for the airfare reservation.

Travelers must state the business reason for the need to alter the flight reservation, and the total cost of the flight should be evaluated and approved as reasonable by the approver when completing the final expense report submission.

1.2 Lowest Logical Airfare

Travelers on city business should always select the lowest priced airfare that meets their approved, most logical itinerary and is in compliance with Policy. Travelers are expected to use their best judgment to save on airfare costs, considering points of departure and destination, flight times and schedules, ground transportation, etc.

Travelers should use penalty or nonrefundable fares whenever feasible. If a refundable fare must be used, the difference in the cost of the flight must not exceed \$150. Lower cost flights should be chosen when they are within two hours before or after the preferred flight time. Lower cost fares that are declined should be related to the job functions of the traveler and justified with a written explanation attached to manual expense reimbursement forms.

Travelers on City business may not open and maintain frequent flyer/guest accounts with airlines, hotels, car rental companies, and other travel suppliers.

1.3 Type/Class of Ticket Allowable

Higher class/grade tickets, such as business class, premium select, business select, first class, and comfort are not reimbursable for domestic flights with the exception of travel to Alaska and Hawaii. Higher grade tickets are allowable for international travel when approved in advance by the respective Department head and Executive Management.

It is not permissible to confirm a higher fare for upgrade eligibility or for personal reasons. Upgrades at the City's expense are not permitted. However, upgrades may be purchased after the travel is booked at the Traveler's expense.

City of Fairburn

1.4 International Travel

Federal regulations require that U.S. carriers be used for foreign travel for trips funded by federally sponsored programs, unless a U.S. carrier is not available. The Traveler is responsible for knowing which visas and passports are needed. Associated costs and fees are reimbursable if the travel is required, and the Traveler does not currently possess the valid documents. Receipts must be included for reimbursement.

1.5 Advance Booking

Once travel dates have been confirmed, all flights should be booked at least 14 days, but no more than 30 days in advance, when practical. Flights booked within 30 days of travel help manage the city's cash flow and reduce the risk of potential change fees and administrative costs related to any subsequent change in travel plans.

Flights booked with less than 14 days advanced purchase are more expensive and require that a written explanation for the booking delay be provided to the approver. Approvers and/or Department Heads may deny charges and/or additional costs that result from last minute airline bookings.

1.6 Connecting Flights

Connecting flights should be chosen over nonstop flights when the connection does not add more than two hours to travel time and the connection saves \$200.00 or more. Travelers are not required to take a lower fare if a change of airline at the connection point is required.

1.7 Cancellations

It is the Traveler's responsibility to closely examine the cancellation/exchange rules and fees before purchasing a ticket (fees typically range from \$125 to \$250). If a trip is cancelled after a ticket has been issued, the airline reservation must be cancelled. If the airline reservation is not cancelled in a timely manner, any fees associated will be at the Travelers expense.

1.8 Exchanges

Unused tickets that are not used prior to their expiration lose their value. It is the Traveler's responsibility to use airline credits prior to expiration. Credits for cancelled tickets should be used as soon as possible. Most airlines require tickets to be exchanged and used within one year from original purchase date. Credits shall be used for the Traveler's next official business trip if the airline serves the destination.

1.9 Baggage Charges

Most airlines are now charging for checked luggage and for curbside check-in. In the event there is a charge for checking the Traveler's first piece of luggage, the City will reimburse for that charge. The City will not reimburse for anything other than the first piece of luggage unless an appropriate business purpose explanation is provided. Baggage charges incurred for excess weight will not be reimbursed, unless an appropriate business purpose explanation is provided.

City of Fairburn

1.10 Other Expenses

Charges for priority (reserved) seating are not reimbursable.

1.11 Private Aircraft

The use of aircraft owned, rented, or operated by a Traveler on city business is strongly discouraged. If it is determined that the use of this type of aircraft is advantageous (cost-efficient and practical) to the City, written pre-approval should be obtained and an explanation must be noted in the comments section of the Expense Report. The approval should be submitted with the Traveler's Expense Report. In the comments section of the Expense Report the employee should add the following comment "traveled by private aircraft; registration number NXXXX; mileage (as calculated from U.S. DOT website)."

Reimbursement for the use of private aircraft is calculated per mile based on the current reimbursement rate published by the U.S General Services Administration (GSA). For calculating the mileage between airports, please visit the U.S. Department of Transportation Inter-Airport Distance website. For trips using airports not listed on this website, a reasonable alternative should be used, e.g., an official highway map. Airplane nautical miles (NMs) should be converted into statute miles (SMs) or regular miles when submitting a voucher using the formula (1 NM equals 1.15077945 SMs).

Lodging and meal expenses en route will not be reimbursed if the expenses are a direct result of the decision to take a personal aircraft, rather than commercial aircraft.

If a Traveler opts to use a personal aircraft when use of commercial aircraft would be the most economical and advantageous for the City, the Traveler will be reimbursed up to the value of the commercial airfare (lowest coach fare).

City of Fairburn

SECTION TWO: GROUND TRANSPORTATION AND CAR RENTAL

2.1 Ground Transportation

The most cost-effective method of transportation that will accomplish the purpose of the travel should be selected. Travelers should use their own discretion when determining the most cost-effective ground transportation. Among the factors to be considered should be length of travel time, cost to operate a vehicle, cost and availability of common carrier services, etc.

Travelers are responsible for knowing which type of ground transportation is the least expensive in the area. In some areas, taxis, shuttles, mass transit, or ride share services may be the more economical alternative. In other areas, it may be more cost effective to rent a car. When renting a car, the Traveler should also consider the costs of parking fees and fuel.

When traveling by air or train, Travelers should use shuttle services, mass transit or ride share services when such options are available and less expensive than other means of ground transportation.

2.2 City Vehicle

When practical, employees or city officials shall utilize city vehicles for travel. The following rules apply to city vehicle use:

- Travel should not normally exceed one (1) day, eight (8) hours, of driving time. (Exception – two or more employees/officials traveling to the same destination.)
- Dependents of employees/officials traveling should not travel in city vehicles.
- City vehicles shall not be used for personal travel while at the destination.

2.3 Personal Automobile

Reimbursement for business use of a personally owned vehicle is calculated per business-use mile, from point of departure to point of arrival, including any way points and deducting actual commute mileage, as applicable. Reimbursement rates are based on the current federal reimbursement rate. Use of a personal vehicle for city business must have written approval of the employees' supervisor or Mayor or City Administrator if the employee/official desires reimbursement for mileage. Use of a personal vehicle for travel on official business may be approved under the following circumstances:

- City vehicle is not available.
- The employee/official desires the accompaniment of a family member or is taking vacation in conjunction with official travel.
- It is cost effective to do so (see mileage reimbursement).
- If two or more employees or city officials attend the same training / conference, every attempt should be made to arrange for carpooling to avoid unnecessary costs to the city.

City of Fairburn

2.4 Other Transportation

The most reasonable and customary means of transportation should be used when traveling. The city will reimburse for shuttle, rideshare or taxi fares to and from airports and railroad stations when such service is not included in air and rail fares. Fares between business meetings while in travel status are also reimbursable. The City will reimburse tips for shuttle, taxi, or ride share services, up to 20% of the total fare cost. Approvers should review these expenses prior to approving.

2.5 Mileage Reimbursement

The City of Fairburn is authorized to reimburse employees and officials for the use of their privately owned automobile in the conduct of necessary and official business if this expense has not been placed on a city credit card. This reimbursement is for "point to point" travel, which is defined as travel from one city or town to another, or from a business location to another business location.

Point to point mileage as determined from standard highway guides for trips, from private residence or work location to destinations in cities or towns not adjacent to the city limits of Fairburn, will be used to reimburse mileage claims. The standard highway guide used to ascertain the point-to-point mileage is a website suggested by the State Department of Transportation "<http://www.mapquest.com>".

In Order to be reimbursed for mileage expense, an expense report must be completed, approved, and submitted to the Finance Department. An attachment of the MapQuest print out must accompany the expense report. Reimbursement rates will be determined from guidelines established by the Internal Revenue Services (IRS). This can be found at "irs.gov".

City of Fairburn

SECTION THREE: LODGING

3.1 Lodging Expense

The Traveler should select the least expensive option available taking into consideration proximity to the business destination and personal safety. The Traveler or the travel arranger must inquire about the government rate availability, or the conference lodging rate, and select the lowest available rate. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate, if available.

Travelers on city business are allowed lodging expenses when their destination is located more than 50 miles from their work station and they are away for more than twelve (12) hours. Written pre-approval must be obtained from the Department Head and City Administrator when lodging is required within the 50-mile radius, must be justifiable and necessary. The approval must be submitted with the Traveler's receipts and documented mileage when requesting reimbursement.

Reasonable lodging expenses are reimbursed at actual cost. All lodging claims must be documented with receipts and must be at a business that offers lodging to the general public, such as a hotel or motel, NOT a private residence. **Lodging rentals obtained through vacation rental marketplaces such as Airbnb, HomeAway, and Vrbo are not considered commercial lodging facilities and should not be used while in travel status.**

When lodging is shared, the Traveler paying for the lodging seeks reimbursement for the full expense. Upgraded room accommodations that incur an additional charge are not allowed. A complimentary upgrade should be noted on the expense report. Mandatory resort fees are reimbursable as lodging expenses.

The City will not pay hotel/motel taxes. Employees or city officials must present the hotel/motel tax exemption form, as well as sales tax exempt form upon check-in to avoid being charged taxes. If a reservation is made via telephone or fax, the person making the reservation must advise the hotel/motel of tax-exempt status. If lodging has been charged to a city credit card, no reimbursement will be considered.

3.2 Cancellation

Travelers should not book nonrefundable rates or rates that require a deposit unless required by conference lodging.

It is the Traveler's or arranger's responsibility to understand the cancellation rules of the room confirmed. No-show charges and penalties will not be reimbursed when the Traveler does not cancel reservations within the allotted time. Nonrefundable rates cannot be changed or cancelled; therefore, the Traveler is accepting the risk of a non-reimbursable cancellation fee.

In a case where all efforts have been taken, and a fee is still charged, an explanation must be provided when submitting the Traveler's expense report in order for the fee to be reimbursed.

3.3 Conference Lodging

Travelers who stay at a hotel/motel that is holding a scheduled meeting or seminar may incur lodging expenses that exceed the rates generally considered reasonable. The higher cost may be justified to avoid excessive transportation costs between a lower cost hotel/motel and the location of the business function. When the conference/business function does not have an official hotel, the Traveler is required to obtain a property within reasonable proximity.

City of Fairburn

SECTION FOUR: MEALS AND INCIDENTAL TRAVEL EXPENSES

4.1 General

Generally, meals are reimbursable on a per diem basis (not actual expenses) for overnight official business travel outside the Traveler's primary work assignment. When filing an expense report the travel allowance functionality will assist the Traveler in obtaining the proper per diem amounts based upon travel to specific cities. Per Diem expenses do not require receipts to be provided.

Reasonable incidental travel expenses, also known as incidentals, are reimbursed separately from Per Diem Rates for In-State or Out-of-State travel; incidental travel expenses are included in International Per Diem Rates and are not separately reimbursed.

A) **In-state and Out-of-state travel per diem rates** include the cost of meals, taxes and tips on meals and follows the appropriate GSA per diem rates for a given geographical area. These rates, as well as a breakdown by meal, can be found on the GSA website "<https://www.gsa.gov/travel/plan-book/per-diem-rates>".

B) **International per diem rates** include the cost of meals, taxes, tips on meals and other travel incidental expenses and follows the appropriate GSA per diem rates for a given geographical area. (Incidentals are included in the per diem rates.) These rates, as well as a breakdown by meal, can be found on the GSA website.

4.2 Meal Per Diem During NON-OVERNIGHT Travel

Travelers on City business who travel more than 50 miles from their Residence on a work assignment AND are away for more than twelve (12) hours, may receive the total eligible per diem allowance for that day, even when there is no overnight lodging.

City of Fairburn

SECTION FIVE: MISCELLANEOUS TRAVEL EXPENSES

Reimbursable expenses while on official travel status include, but are not limited to, the following:

- Baggage handling services, not including tips
- Business office expenses (copy services, postage, and supplies)
- Business related phone calls, faxes, and internet usage charges and fees
- Conference/Registration fees
- Costs related to passports and travel visas, when necessary to accomplish the official business purpose of the trip
- Costs related to vaccinations required and/or recommended for international business travel
- Currency conversion fees
- Laundry or cleaning expenses on trips lasting seven (7) calendar days or more
- Reasonable incidental travel expenses, also known as incidentals, are reimbursed separately from Per Diem Rates for In State and Out of State travel
- Transportation costs from lodging or businesses to restaurants (domestic travel only)
- Shuttle, taxi, or rideshare service to and from airports when public transportation is not practical.
- Shuttle, taxi, or rideshare services between business meetings.

Non-reimbursable expenses include, but are not limited to, the following:

- Airline, car, and card membership dues and club fees
- Airline reserved/priority seating fees
- Travel upgrade fees (air, rail, car)
- Alcoholic beverages
- Cigarettes, vaping, tobacco or other smoking paraphernalia
- Bank charges for ATM withdrawals, except on international travel
- Childcare costs
- Pet housing/boarding/sitting
- Clothing or toiletry items
- Commuting between Residence and Primary Workstation
- Country Club dues
- Expenses related to vacation or personal days taken before, during or after a business trip
- Haircuts and personal grooming
- Incidental travel expenses are included in International Per Diem Rates and are not separately reimbursed.
- Laundry, cleaning, pressing costs for trips of less than seven days
- Loss Damage Insurance
- Loss or theft of cash advance money or airline tickets
- Loss or theft of personal funds or property
- Lost baggage
- Luggage or briefcases
- Medical expenses while traveling (Exceptions may be made to accommodate ADA compliance)
- Mini-bar charges
- Movies

City of Fairburn

- No-show/Cancellation fees or fees related to hotel late check-out (unless business or weather related)
- Personal reading materials (magazines, newspapers, etc.)
- Personal vehicle maintenance (including car washes)
- Personal entertainment
- Personal Pet care
- Recreational expenses
- Rental vehicle maintenance (including car washes)
- Saunas, massages
- Shoeshines
- Souvenirs or personal gifts
- Tips covered by per diem allowances
- Traffic citations (moving violations), parking tickets, court fees and other fines
- Travel accident insurance premiums
- TSA PreCheck application fee for airport pre-screening convenience service
- Valet services for parking, when self-parking options are available, unless there are valid security reasons
- Hotel Incidentals

City of Fairburn

SECTION SIX: PAYMENT METHODS

6.1 City Credit Cards

Employees or city Officials that have a city credit card may use their government issued card for travel expenses. Upon returning from travel, an expense report with all receipts and documentation must be submitted to the Finance Department within seven (7) business days.

6.2 Travel Advances

To acquire a cash advance, the approval process must be followed. The cash advance form must be submitted a minimum of fourteen (14) days prior to travel to the Finance Department for processing. Cash advances will be allocated seven days prior to travel and not before.

Upon returning from travel, an expense report with all receipts and documentation must be completed and submitted to the Finance Department within seven (7) business days. If expenses should exceed the cash advance, a written explanation must be attached to the expense report for consideration of reimbursement. If expenses are less than the daily cash advance, the employee or city official will be required to reimburse the city the difference.

In general, a Traveler should have only one travel advance outstanding at a time. However, in certain business cases (such as having multiple advances issued to accommodate continuous business travel), it may be necessary to have more than one outstanding advance.

6.3 Other Payment Methods

Personal credit cards or cash should be used for reimbursable travel expenses not covered in section 6.1 and 6.2.

Employees or city officials who incur reimbursable out-of-pocket expenses while traveling may submit these for reimbursement. Receipts must be attached to the expense report, which must be signed by the Department Head or Mayor, or City Administrator and submitted to the Finance department within seven (7) business days.



City of Fairburn Council Meeting

Agenda - Zoom

April 11, 2022
7:00 pm

Dial (646) 558-8656
Meeting ID 731 291 3121

Electronic Device
<https://bit.ly/3FDfMto>

The Honorable Mayor Mario Avery, Presiding

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Linda J. Davis
The Honorable Pat Pallend

The Honorable Alex Heath
The Honorable Ulysses J. Smallwood
The Honorable James Whitmore

Mr. Rory Starkey
Mr. Tony Phillips
Brenda B. James

City Attorney
City Administrator
City Clerk

- I. Meeting Called to Order: **The Honorable Mayor Avery**
- II. Roll Call: **City Clerk**
- III. Invocation
- IV. Pledge of Allegiance
- V. Adoption of the City Council Agenda:
- VI. Adoption of the Minutes: February 28, 2022, Regular Minutes,
March 28, 2022, Special Called Minutes and March 28, 2022, Regular Meeting Minutes
- 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 referred to City Administration for review. Responses will be provided later.
- VIII. Agenda Items:

1. Mental Fitness, 21st Century learning, Inc. Usage Agreement

Purpose: Request for Mayor and Council to review and approve the Usage Agreement for Mental Fitness, 21st Century Learning, Inc. 2022 summer camp program. **(Parks & Recreation)**

2. Usage Agreement for Youth Center Parking

Purpose: Request for Mayor and Council to review and approve the rental agreement with G. Pat Green for use of 129 W. Broad Street for City of Fairburn Youth Center daily and event parking. **(Park & Recreation)**

3. Swim Lesson Services- Duncan Park Pool and Splash Pad

Purpose: Request for Mayor and Council to review and approve the service contract with H2O Academy for swim lesson services at Duncan Park Pool and Splash Pad. **(Parks & Recreation)**

IX. Council Comments

X. Executive Session

XI. Adjournment

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

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



City of Fairburn
Mayor and Council Meeting- Zoom
February 28, 2022
7:00 pm

- I. The meeting was called to order at 7:00 pm by the Honorable Mayor Mario Avery.
- II. Roll Call was taken by Mayor Avery, with the following members present:

The Honorable Mayor Mario Avery	
The Honorable James Whitmore	The Honorable Pat Pallend
The Honorable Alex Heath	The Honorable Ulysses J. Smallwood
The Honorable Linda J. Davis	

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

Absent: Mayor Pro Tem Hattie Portis-Jones

City Attorney, Rory Starkey and City Administrator, Tony Phillips were also in attendance.

- III. The invocation was led by Pastor Dwight Boone with Crossroads Church.
- IV. The pledge of allegiance was presented by Dr. D'Avante' Parks.
- V. Adoption of City Council Minutes:
Motion to approve the February 14, 2022, City Council Minutes (Zoom) was made by Councilman Smallwood and seconded by Councilwoman Davis. Vote: 6-0: Motion Carried.

Motion to approve the February 14, 2022, City Council Executive Session Minutes (Zoom) was made by Councilman Smallwood and seconded by Councilman Heath.
Vote: 6-0: Motion Carried.
- VI. Mayor Avery asked for a motion to approve the City Council agenda.
Motion to approve the agenda was made by Councilwoman Davis and the second was provided by Councilman Smallwood. Vote: 6-0: Motion Carried.
- VII. **Public Comments:**
Both Agnes Czegledi and Carol Ann McKenzie asked when City Hall would be open for public meetings. Mayor Avery stated the city will provide an official date. Ms. McKenzie announced a meeting scheduled for March 9th at 7 pm. Mayor Avery stated there would be police presence during that meeting for the seniors.
- VIII. **Agenda Items**
 1. **Office of the Mayor** **Mayor Mario Avery**
A motion was made by Councilman Pallend to appoint Brenda James as the City Clerk for the City of Fairburn. Councilwoman Davis seconded the motion. Vote: 6-0: Motion Carried.
 2. **Property Management** **Mr. Harvey Stokes**
A motion was made by Councilman Heath to create a Custodian position in the Property

Management Department. The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

3. Community Development

Mr. Lester Thompson

A motion was made by Councilman Heath to approve a contract award to Southeastern Engineering, Inc. (SEI) to design the Duncan Park Roadway Extension Project not to exceed \$291,600. The second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

4. Community Development

Mr. Lester Thompson

A motion was made by Councilwoman Davis to approve a Task Order with Pond & Company to design the Lightning Community Pond not to exceed \$39,000.00. The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

5. City Attorney

Mr. Rory Starkey

A motion was made by Councilman Heath to adopt the Resolution to authorize the Mayor and City Administrator to communicate City decisions with respect to the Trust by jointly executing written directions to MEAG Power and the Trustee; and the Mayor and City Administrator to execute, and the City Clerk to attest and deliver, certificates specifying the names, titles, terms of office and specimen signatures of the Mayor and City Administrator and other certificates and documents that MEAG Power may require from time to time to effect the purposes of the trust and the Resolution. The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

6. Planning & Zoning

Ms. Tarika Peeks

A motion was made by Councilman Pallend to approve extending the Highway 74 moratorium to Monday, March 28, 2022. The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

7. City Administrator

Mr. Tony Phillips

A motion was made by Councilman Heath to approve the 2022 benefits renewal to include dental, vision and flexible spending accounts (FSA). The second was provided by Councilman Smallwood.

Vote: 6-0: Motion Carried.

8. City Attorney

Mr. Rory Starkey

Councilman Heath made a motion to adopt the resolution to authorize a form to be used in connection with appeals of decisions of the Community Development Director and to establish and authorize the fee to be charged for such appeals. The second was provided by Councilwoman Davis. Attorney Rory Starkey requested an executive session to discuss this item in litigation.

Vote: 6-0: Motion Carried.

9. City Attorney

Mr. Rory Starkey

Councilwoman Davis made a motion to adopt the amended ordinance to accomplish the reorganization of the Municipal Court by adding new sections to be numbered 20-27 through 20-29, setting forth the positions, qualifications and duties of the Chief Judge, Court Administrator, Chief Clerk, Deputy Clerk(s), and Bailiff. Councilwoman Davis amended her motion to include removing the age requirement in the ordinance. The second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

IX. City Administrator's Update:

Mr. Tony Phillips stated that our goal is to always be transparent and to keep both the elected body and our citizens informed about all significant activities. He covered a couple of brief highlights to include:

- reestablishing City Council work sessions
- creating bi-weekly department directors' meetings
- addressing pay and class equity pursuant to the cost-of-living increases
- proactively recruiting for all open positions
- moving forward with the renovation of Fire Station 21. We have recently purchased a much-needed fire engine to augment our fleet. The unit will cover response for fire, heavy rescue, and hazmat for South and West sides of Fairburn

Mr. Phillips provided an update on a project that received much attention. The two commercial developments that were previously proposed on Durham Lakes Parkway.

Currently, there are no pending legal documents for the proposed curb cuts in Durham Lakes Parkway associated with the proposed liquor store which is Dumont Plaza and the proposed gas station St. Charles Square. No permits have been approved for either project, therefore, the applicant is not authorized to move forward with the installation of the proposed curb cuts. Neither one of these projects have resubmitted or come back to the City at any time since the June 2021, denial by the Planning and Zoning Commission.

He provided clarity to the process. He stated that staff reviews conceptual site plans. The conceptual site plans are solely reviewed to determine conformity with Fairburn's codes, ordinances, and regulations. After review of the conceptual site plans, staff prepares a report for the Planning and Zoning Commission which explains the proposed project and makes recommendations as to whether the conceptual site plan should be approved and if so, what conditions should be included. With that approval, the Planning and Zoning Commission makes the final determination on proposed conceptual site plans. If the plans are approved by the Planning and Zoning Commission, the applicant is then authorized to prepare necessary plans and specifications for the construction of the building.

These are divided into two separate submittals. The first submittal is for the site development land disturbance permit (LDP), and the second is for the building and construction permit. They have not been resubmitted to the City, there are no pending legal documents and there are no proposed projects currently before the City Council or before the Planning and Zoning Commission or under consideration for Durham Lakes Parkway.

Mr. Phillips also mentioned the career fair on March the 8th. We have several employees as well as city departments participating in the job fair at the Fairburn Youth Center to further our recruitment efforts to fill our vacancies.

Councilman Whitmore asked the City Attorney, Rory Starkey since the applicant for Durham Lakes has not officially submitted anything in writing, they should have an expiration date. Mr. Starkey stated he would consult with the city zoning attorney. Planning and Zoning Director, Tarika Peeks stated that there has been no legal action taken on either one of these projects. The decision of the Planning and Zoning Commission was made, and it stopped there.

Councilman Whitmore asked the Mayor if he could send a letter to Durham Lakes with this information so they can send it out via their email stream to all residents of Durham Lakes.

Mayor Avery suggested submitting the minutes of this meeting to Durham Lakes so they can distribute to the HOA, that way it removes any question that's related to what was said.

Councilman Heath stated that he has noticed work going on at Hwy 74 & I-85 Interchange Project. He was concerned about raising the bridge and wanted to know when they could get started. Mr. Lester Thompson responded that 19 parcels had been acquired and they couldn't move forward with the construction until all the right of way was acquired. Once that is done, they can finalize the plans and put it out for bid.

X. Council Comments:

Councilman Smallwood had no comment.

Councilman Heath thanked the citizens for showing interest in our community and know that we are doing the best job that we can do under the circumstances.

Councilman Pallend had no comment.

Councilwoman Davis commended the administration, mayor, and staff for the tremendous amount of work that is being done.

Councilman Whitmore thanked Mr. Phillips for the report and the willingness to have an additional conversation with the President of Durham Lakes who now sits on the Planning and Zoning Board. Councilman Whitmore asked the Mayor to have a conversation with the zoning attorney to discuss the zoning on these two parcels. Mayor Avery suggested starting with the HOA President.

XI. Executive Session – Litigation

A motion was made by Councilwoman Davis to adjourn into executive session to discuss a litigation issue. The second was made by Councilman Heath. Vote: 6-0: Motion Carried.

A motion was made by Councilwoman Davis to authorize a form to be used in connection with appeals of decisions of the Community Development Director. Councilwoman Davis amended her motion to include a fee of \$175 to be charged for appeals. The second was made by Councilman Heath. Vote: 6-0: Motion Carried.

XII. Adjournment:

A motion was made by Councilman Heath to adjourn. A second was provided by Councilwoman Davis. The meeting adjourned at 8:22 pm. Vote: 6-0: Motion Carried.

Deannia Ray, City Clerk

Mario Avery, Mayor

Since there was a City Council Meeting at 7:00p.m. the meeting had to stop. Attorney Covington had more questions for Mr. Thompson. First, there was discussion regarding statement of facts by affidavit, but later Attorneys Covington and Starkey agreed any further interviews would be by zoom and Attorney Covington would have not less than 15 minutes more to question Lester Thompson. Attorney Starkey said he may call Danelle Murray and if so, Attorney Covington would be able to question her. They agreed to meet per zoom on Wednesday, March 30, 2022, at 9:00 a.m. There was also discussion on the briefings.

VII.. Adjournment:

Councilman Pat Pallend made a motion to adjourn the hearing subject to further interviews of witnesses by Attorneys Covington and Starkey and briefing due on April 1, 2022. Mayor Pro Tem Hattie Portis Jones provided the second. **The motion carried unanimously.**

Brenda B. James, City Clerk

Mario Avery, Mayor



City of Fairburn
Mayor and Council Meeting- Zoom
March 28, 2022
7:00 pm

- I. The meeting was called to order at 7:05 pm by the Honorable Mayor Mario Avery.
- II. Roll call by Brenda B. James, City Clerk, found the following members present:

The Honorable Mayor Mario Avery

The Honorable James Whitmore
The Honorable Alex Heath
The Honorable Linda J. Davis

The Honorable Pat Pallend
The Honorable Ulysses J. Smallwood
Mayor Pro Tem Hattie Portis-Jones

Also present was City Attorney, Rory Starkey, City Administrator, Tony Phillips, and City Clerk, Brenda B. James.

- III. The invocation was led by Pastor Donald Dorsey with Miller Grove Baptist Church.
- IV. The Pledge of Allegiance was presented by Dr. D'Avante' Parks.
- V. Adoption of the Agenda: Councilwoman Davis made a motion to approve the agenda and the second was provided by Councilman Heath. **The motion carried unanimously.**
- VI. Adoption of the Minutes: None
- VII. **Public Comments:**

Braelynn White with Girl Scouts Troup 16908 asked Mayor and Council for permission to use Duncan Park for her Girl Scouts project. Geocaching is an outdoor recreational activity where participants use a mobile device or navigational technique to hide and seek containers called geocaches. This teaches kids how to read maps and they earn awards with these projects.

Amy Brumelow spoke in favor of the rezoning on Elder Street and would like to see the project on their property.

Inga Kennedy stated she was in support of the rezoning on Elder and Strickland Street.

Sherri Rivers opposed the rezoning of Elder Street.

Dianne Sinkfield stated she was not opposed to the property being developed on Strickland Street, she opposed too many structures being built.

Jonathan Clark spoke in support of the use permit for A Step at a Time Early Learning Center Daycare.

Carole Ann McKenzie commented on the water runoff from Broad Street down to Strickland and Elder Streets on the R2R4 rezoning.

Russell Hargraves opposed the rezoning of Elder Street.

Floyd McKenzie spoke about his traffic concerns and opposed the rezoning of Elder Street.

Carolyn Hodges opposed the DRB rezoning request.

Ciamaruel Fears reported some utility poles on the ground at the I-85 exit and asked Council to change policy to inform or notify residents that live more than 500 feet on locations being rezoned.

Jazmine Fanning – Skye Washington spoke on behalf of Jazmine Fanning to show support of the use permit for A Step at a Time Early Learning Center Daycare.

VIII. **Agenda Items**

1. Ordinance to Rezone Certain Property 2021159 DRB Group Georgia, LLC

Motion died due to lack of no motion. The applicant can come back in six months to resubmit request to rezone property. **No Action Taken.**

2. Ordinance 2022-001TA/Text Amendment – Small Box Discount Retail Stores

The public hearing was opened for public comments.

Lydia Glaze spoke in support of the text amendment.

No one spoke in opposition.

Councilman Heath made a motion to approve Ordinance 2022-001TA/Text Amendment with Mayor Pro Tem Portis-Jones providing the second.

The motion carried unanimously.

3. Ordinance 2022-002TA/Text Amendment – Small Box Discount Retail Stores in the Highway 29 Overlay District

The public hearing was opened for public comments.

Lydia Glaze spoke in support of the text amendment.

No one spoke in opposition.

Mayor Pro Tem Portis-Jones made a motion to approve Ordinance 2022-002TA/Text Amendment with Councilwoman Davis providing the second. **The motion carried unanimously.**

4. Ordinance 2022-003TA/Text Amendment – Small Box Discount Retail Stores & Self Storage Facilities Highway 74 Overlay District

The public hearing was opened for public comments.

Lydia Glaze spoke in support of the text amendment.

No one spoke in opposition.

Councilman Heath made a motion to approve Ordinance 2022-003TA/Text Amendment with Mayor Pro Tem Portis-Jones providing the second. **The motion carried unanimously.**

5. Ordinance 2022-004TA/Text Amendment – Restaurants, Drive Throughs in Highway 74 Overlay District

The public hearing was opened for public comments.

Ciamaruel Fears spoke in support of the text amendment.

No one spoke in opposition.

Councilwoman Davis made a motion to approve Ordinance 2022-004TA/Text Amendment with Mayor Pro Tem Portis-Jones providing the second. **The motion carried unanimously.**

6. Ordinance 2022-006TA/Text Amendment – R-4 Single - Family Residential Zoning District

The public hearing was opened for public comments.

No one spoke in favor or in opposition.

Mayor Pro Tem Portis-Jones made a motion to approve Ordinance 2022-006TA/Text Amendment with Councilman Heath providing the second. **The motion carried unanimously.**

7. Ordinance 2022-005TA/Text Amendment – Definitions

The public hearing was opened for public comments.

Lydia Glaze spoke in support of the text amendment.

No one spoke in opposition.

Councilman Heath made a motion to approve Ordinance 2022-005TA/Text Amendment with Councilwoman Davis providing the second. **The motion carried unanimously.**

8. Ordinance / Use Permit 2021186 – A Step at a Time Early Learning Center

The public hearing was opened for public comments.

Spoke in Favor:

Vaneesa Thompson
Kimberly Holmes
Tanisha Waller
Ms. Kemp
Jelissa Hammond
Lydia Glaze
Jasmine Fanning
Dawn Matthews
Doctor Luther Daniel
Doctor Danielle Baker

Spoke in Opposition:

None

Mayor Pro Tem Portis-Jones made a motion to approve the use permit for A Step at a Time Early Learning Center with Councilwoman Davis providing the second.
The motion carried unanimously.

9. Approval to Transfer Position to Property Department

Councilwoman Davis made a motion to approve a budget amendment to move funds and position from Streets Department to Property Management Department with Mayor Pro Tem Portis-Jones providing the second. **The motion carried unanimously.**

10. Appointments to the Development Authority of Fairburn

Councilman Heath made a motion to appoint Patricia Chambers of Chambers Drum Company, Inc. and Chris Wiley of Oz Pizza to the Downtown Development and Development Authority of Fairburn whose terms will expire January 31, 2026, with Mayor Pro Tem Portis-Jones providing the second. **The motion carried unanimously.**

IX. Mayor and City Administrator's Update:

Mayor Avery stated he has received several alerts on his cell phone regarding missing persons and thanked Fairburn Police Department being instrumental in finding these people. He also mentioned that Fairburn is now in compliance with EPD on the water situation that Mr. Tony Phillips, City Administrator will explain in his report.

Mr. Tony Phillips first commended Chief McCarthy and all our first responders, both police and fire for how diligently they responded to the missing person alerts.

He also stated the EPD reached out to the City and made us aware that Fairburn was out of compliance from a violation back in February and October of 2020. The violations were a lack of sight sampling and when these violations occur, the ordinance requires the public be given notice, which did not occur, under the old administration. Mr. Phillips stated that he has been

working with John Martin, Utilities Director and Fairburn is now in full compliance with all EPD requirements as we speak. Notices will be sent out to residents on their upcoming utility bills. We've also posted an update on the City's website as well as on all social media platforms. These are the steps we've taken to ensure we continue to comply and that our water supply is safe and healthy for all our residents.

Mr. Phillips had a couple other brief highlights to include:

- Continuing to recruit for all open positions in the City
- Announced the new staff we've hired:
 - New Utilities Billing Operations Manager, Quakita Lane
 - Assistant City Administrator, Jamila Criss
 - City Clerk, Brenda James
 - Three new police officers
- The renovation of Fire Station 21 is ongoing
- Welcomed a new business in the downtown district, Realty One Group Terminus located at 4 N West Broad Street
- The American Rescue Plan Act has supplied approximately \$3.1 million to the City of Fairburn and was previously allotted. We are reviewing and updating based on the new guidance around the parameters for ARPA. We will bring this back to Mayor and Council at a later date to discuss what projects are now permitted under the American Rescue Plan Act.

X. Council Comments:

Mayor Pro Tem Portis Jones also thanked Fairburn Police Department for finding the persons as she had the same experience when the police department found her husband. She stated with Alzheimer's, early onset of dementia has increasingly become an issue. She asked for a review of skills that the City needs to enhance their efforts regarding this issue. She also thanked the Community Development team for all the text amendments, giving the City a better handle on issues and better guidance. She welcomed the new Assistant Administrator, Jamila Criss, and City Clerk, Brenda James.

Councilman Whitmore also thanked Fairburn Police Department for doing an excellent job with the missing persons. He is familiar with a program that they used with his mother having dementia and shared that with the police department which is reviewing and will come to council later for presentation. Councilman Whitmore acknowledged losing one of our Planning and Zoning Commissioners, Jerry Williams.

Councilwoman Davis congratulated Assistant City Manager, Jamila Criss and City Clerk, Brenda James and welcomed them on board. She also gave kudos to Tarika Peeks and her department that worked on the text amendments. She stated they were right on target with the things we needed in the City.

Councilman Heath stated it was a delight to be able to interject various things that are taking place in our City. He received a lot of calls on the first vote we had, and the number of homes threw him for a loop. Thanked everyone for the confidence as the City Council will do what needs to be done in each situation. He welcomed Jamila Criss, Assistant City Administrator.

Councilman Smallwood stated he was really excited to be a part of an effective change with the text amendments. He is also on board with notifying people outside the distance of 500 feet on proposed zoning changes around them.

Councilman Pallend agreed with everything that everyone said and stated its going to get better for all of us and for the folks who live in this town.

Mayor Avery wanted to acknowledge the presence of Lydia Glaze, one of the former members of this governing body.

Mayor Avery welcomed the Assistant City Manager, Jamila Criss.

He thanked Attorney Serena Nowell for her help today.

Mayor Avery also welcomed Brenda James back as City Clerk.

Mayor Avery stated that Mr. Jerry Williams was a proud member who served on the Planning and Zoning Board. He thanked the members of Planning and Zoning as well as Councilman Whitmore for attending his homegoing.

Mayor Avery thanked Councilman Smallwood for a program where he's helping Creekside High School Band go to D.C. Councilman Smallwood confirmed that this is the only school in Fulton County that was selected to represent the state in the Independence Day parade on July 4th.

XI. Executive Session – N/A

XII. Adjournment:

Councilwoman Davis made a motion to adjourn with Mayor Pro Tem Portis-Jones providing the second. The meeting adjourned at 8:30 pm. **The motion carried unanimously.**

Brenda B. James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Mental Fitness, 21st Century Learning, Inc. Usage Agreement

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

Submitted: March 28, 2022

Council Meeting: April 11, 2022

DEPARTMENT: Parks and Recreation

BUDGET IMPACT: none

PUBLIC HEARING? (☐) Yes (☒) No

PURPOSE: For Mayor and Council to review and approve the usage agreement for Mental Fitness, 21st Century Learning, Inc. 2022 summer camp program.

HISTORY: Mental Fitness, 21st Century Learning Inc. to provides summer camp programming that offer students' academic/educational enrichment and recreational STEAM activities in the City of Fairburn.

FACTS AND ISSUES:

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

Tony Phillips, City Administrator

Mario Avery, Mayor

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

This Amended Agreement, made as of March 28, 2022 by and between Mental Fitness, 21st Century Learning, Inc. (hereinafter "Mental Fitness") and the City of Fairburn, Georgia (hereinafter "the City") is for the provision of a summer camp program to be provided by Mental Fitness to the City of Fairburn, Georgia.

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

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

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

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

A. CITY PARK PROPERTY INCLUDED: Mental Fitness agrees to operate a summer camp program to be located at the following facilities:

1. Fairburn Youth Center
149 SW Broad Street
Fairburn, GA 30213
A. Summer Camp: Monday -- Friday (7:00am -- 7:00pm)
2. Fairburn Education Campus
310 NW Broad St,
Fairburn, GA 30213
A. Summer Camp: Monday -- Friday (7:00am - 7:00pm)

B. TERM: This amended agreement shall be effective as of May 30, 2022, effect until August 5, 2022; provided, however, that this Agreement may be terminated by either Mental Fitness or the City, with or without cause, upon giving thirty (30) days prior written notice to the other.

C. RENT: The City agrees to provide space in the Fairburn Youth Center and Fairburn Education Campus for summer programming. Mental Fitness agrees to pay the City of Fairburn for such space a gross rent during the Term of this Agreement in the amount of \$2,340.00 per month June & July, which rent shall be paid on or before the tenth (10th) day

of each month. Effective on the fifteenth (15th) day of the month, a ten percent (10%) late fee shall be applied.

D. MENTAL FITNESS AGREES TO:

1. Provide high-quality summer camp program that offer students' academic/educational enrichment and recreational activities for Grades K-8. Mental Fitness will implement an enriching and enjoyable summer camp format that blends academic assistance, enrichment, recreation, physical activities, and arts.
2. Hire and manage all personnel who shall be Mental Fitness employees; be responsible for continuous staffing of the afterschool and summer camp programs; comply with all local and state laws, codes, and regulations regarding summer camp program personnel shall be adhered to, including, without being limited to -- that all staff, contractors, and volunteers must have a background check on file with Mental Fitness and City of Fairburn, that the cost of such background checks will be the sole responsibility of Mental Fitness, that all Mental Fitness personnel shall maintain a clean and neat appearance, and that the maximum allowable child to staff ratio will comply with the requirements of the Department of Health and Children Services, 25:1.
3. Provide transportation for field trips
4. To keep all areas clean, sanitary, and maintained in an orderly fashion.
5. Mental Fitness shall provide janitorial supplies and janitorial services for the summer camp program located at the Fairburn Education Campus 310 NW Broad St.
6. Mental Fitness staff is responsible for the daily cleaning of the Fairburn Youth Center. The City of Fairburn will provide janitorial for City of Fairburn programs and events.
7. Provide tables and chairs for the Fairburn Education Campus as necessary to conduct the summer camp program.
8. Mental Fitness shall be responsible (after each day's use) keeping the used spaces, including all City-owned equipment, in a neat and clean condition, and shall be responsible for repairing any damages caused by Mental Fitness's negligent acts or omissions or intentional misconduct of Mental Fitness, or by the negligent acts of omissions or intentional misconduct of Mental Fitness's students, invitees, agents, and representatives.
9. Pursuant to Georgia Law, Mental Fitness shall maintain in force and effect throughout the term of this lease a policy of liability insurance, in the amount of

not less than one million (\$1 million) per claim, naming the City of Fairburn as an additional insured. (review attachment for insurance requirements)

10. Abide by the terms of this Agreement and the Parks & Recreation facility use policies and procedures.

D. THE CITY AGREES TO:

1. To provide the following spaces for program use;
 - a. Fairburn Youth Center – Gymnasium
 - b. Fairburn Youth Center – Multipurpose Room
 - c. Fairburn Youth Center – “Game room”
 - d. Fairburn Education Campus - 310 NW Broad St. Interior
2. Make periodic inspections (a minimum of once a month) of the Fairburn Youth Center premises and equipment at the operating facility during the contract term.
3. Make periodic inspections (a minimum of once a month) of the Fairburn Education Campus premises and equipment at the operating facility during the contract term.
4. Provide utilities, including electricity, solid waste disposal, and water and sewer service.
5. The City shall be responsible for the routine maintenance of the City’s facilities unless such maintenance is required as a result of damage caused by Mental Fitness, its employees, agents, or representatives.
6. Provide a “office” area inside of the Fairburn Youth Center’s gymnasium

E. WORK PRODUCTS AND SERVICES REQUIRED

1. EQUIPMENT AND PROPERTY
The City will provide trash containers and the City will provide disposal.
2. MAINTENANCE OF EQUIPMENT
All program related equipment and equipment maintenance will be the responsibility of Mental Fitness.
3. UTILITIES
The City of Fairburn shall provide utilities to Mental Fitness, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The City of Fairburn will not provide telephone service or be responsible for charges incurred for this service.

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

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

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

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

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

Mental Fitness, 21st Century Learning Inc.

City of Fairburn, Georgia

John Childs – Signature

Mario B. Avery, Mayor

John Childs – Printed

Date: _____

Date: _____

Title: _____

Attest:

Brenda James, City Clerk

Approved as to Form:

Rory Starkey, City Attorney

ADDENDUM A INSURANCE REQUIREMENTS

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

A. MINIMUM LIMITS OF INSURANCE

Mental Fitness shall maintain limits no less than:

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

B. DEDUCTIBLES AND SELF-INSURED RETENTION

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

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability, and Umbrella Liability Coverages
The City and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Mental Fitness.

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

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

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees and volunteers for losses arising from the work performed by Mental Fitness for the Owner.
3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of said change of coverage, cancellation, suspension, termination / or non-renewal.

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

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

F. SUBCONTRACTORS

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

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

G. WAIVER OF SUBROGATION

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

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

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

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



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Usage Agreement – Youth Center Parking

☒ (X) AGREEMENT

☐ () POLICY / DISCUSSION

☐ () CONTRACT

☐ () ORDINANCE

☐ () RESOLUTION

☐ () OTHER

Submitted: March 28, 2022

Council Meeting: April 11, 2022

DEPARTMENT: Recreation

BUDGET IMPACT: \$6,000.00

PUBLIC HEARING? ☐ () Yes ☒ (X) No

PURPOSE: For Mayor and Council to review and approve the rental agreement with G. Pat Green for use of 129 W. Broad Street for City of Fairburn Youth Center daily and event parking.

HISTORY: 129 W. Broad Street is located adjacent to the Fairburn Youth Center and provides approximately (16) additional parking spaces and additional grass parking.

FACTS AND ISSUES: G. Pat Green is the owner of 129 W. Broad Street

RECOMMENDED ACTION: For Mayor and Council to approve the Rental Agreement between G. Pat Green and the City of Fairburn for use of the parking lot located at 129 W. Broad Street for the term of the lease.

Tony Phillips, (City Administrator)

Mario Avery, Mayor

RENTAL AGREEMENT

129 West Broad Street, Fairburn GA 30213

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

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

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

TERM: This Agreement is to become effective on the April 1, 2022 and shall terminate on March 31, 2023.

FEES: Lessee agrees to pay G. Pat Green a rental fee during the Term in the amount of \$500.00 per month. Payment is due by the 15th of each month

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

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

8. Each party may terminate this agreement without further obligation by giving the other thirty (30) days' notice in writing
9. If Lessee fails to pay rent or any other sum due, or otherwise fails to abide by and perform any of the obligations, term, conditions or provisions of this Rental Agreement, including, but not limited to, failure to reimburse Landlord for any damages, repairs or costs when due, abandonment of the Premise, or violate any of the rules and regulations set forth herein, each and any breach shall constitute a default under this Rental Agreement. If such default continues for three (3) business days written notice of default from Landlord may terminate the lease by written notice to the Lessee.
10. Any failure of Landlord to seek redress for the violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Agreement shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future with such covenant or condition and shall not prevent a subsequent action by Landlord for any such violation. Acceptance by Landlord of any late payment of rent shall not constitute a waiver of any rights of Landlord, including without limitation, the right to terminate this Agreement as herein provided. The receipt of any rent or additional rent by Landlord with the knowledge of such breach shall not operate as a waiver by Landlord unless such waiver is in writing and signed by Landlord.
11. The parking lot included in this Lease shall not be sub-leased without the written approval of the Landlord.

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

This Agreement entered into this _____ day of _____, 2022.

Lessee, CITY OF FAIRBURN

Landlord, G. PAT GREEN

By: _____
Mario B. Avery, Mayor

By: _____
G. Patrick Green (Print Name)

Attest: _____
Deannia Ray, City Clerk

G. Patrick Green (Print Name) Signature

Attest: _____
Rory Starkey, City Attorney

Mailing Address: _____



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Swim Lesson Services – Duncan Park Pool & Splash Pad

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

Submitted: March 28, 2022

Council Meeting: April 11, 2022

DEPARTMENT: Recreation

BUDGET IMPACT: \$8,000.00

PUBLIC HEARING? (☐) Yes (☒) No

PURPOSE: For Mayor and Council to review and approve the service contact with H2O Academy for swim lesson services at the Duncan Park Pool & Splash Pad.

HISTORY: In recent years it's become difficult to hire internal water safety instructors. Due to this decline, it will hinder our ability to provide swim lesson services to our Fairburn residents. Drowning is the leading cause of non-accidental childhood deaths. Quality swim lessons provide education and foster a safe environment to learn to swim and help minimize the risk of drownings. Partnering with H2O Academy will allow us to still provide this essential service.

FACTS AND ISSUES:

RECOMMENDED ACTION: For Mayor and Council to review and approve the service contact with H2O Academy for swim lesson services at the Duncan Park Pool & Splash Pad for the agreement term.

Tony Phillips, (City Administrator)

Mario Avery, Mayor

**SERVICE AGREEMENT FOR SWIM LESSONS
BETWEEN H2O ACADEMY.
AND CITY OF FAIRBURN, GEORGIA**

This Amended Agreement, made as of April 11, 2022, by and between H2O Academy. (hereinafter "H2O ACADEMY") and the City of Fairburn, Georgia (hereinafter "the City") is for the provision of a swim lessons services to be provided by H2O Academy to the City of Fairburn, Georgia.

WHEREAS, the City desires to enter into a contract for instruction/ service in swimming lessons for the City of Fairburn Parks and Recreation Department; and

WHEREAS, H2O Academy was determined to be a responsible, responsive offeror for such services; and

WHEREAS, the City desires to have H2O Academy provide such services under certain conditions and at certain locations now or hereafter to be determined.

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

A. CITY PARK PROPERTY INCLUDED: H2O Academy agrees to operate swimming lessons to be located at the following facilities:

1. Duncan Park Pool & Splash Pad
6000 Rivertown Road
Fairburn, GA 30213

B. TERM: This agreement shall be effective as of May 30, 2022, effect until August 5, 2022; provided, however, that this Agreement may be terminated by either H2O Academy or the City, with or without cause, upon giving thirty (30) days prior written notice to the other.

C. PAYMENT: The City agrees to pay H2O Academy 70% of fees charged per registrant. Payment shall be provided on the 15th & 30th of each month of the contract term.

D. H2O ACADEMY AGREES TO:

1. Provide a positive learning experience while teaching lifelong swimming and water safety skills.
2. Hire and manage all personnel who shall be H2O Academy employees; be responsible for continuous staffing of swim lesson instructors; comply with all local and state laws, codes, and regulations regarding swim lessons and water safety personnel shall be adhered to, including, without being limited to -- that all

staff, contractors, and volunteers must have a background check and certifications on file with H2O Academy and City of Fairburn, that the cost of such background checks will be the sole responsibility of H2O Academy, that all H2O Academy personnel shall maintain a clean and neat appearance.

3. H2O Academy is an independent contractor, and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Contract shall be interpreted or construed to constitute Contractor to be the agent, employee, or representative of the City.
4. Register all swim lesson participants through the Fairburn Parks & Recreation approved registration process. Individuals shall not be allowed to participate in any activity contemplated by this Contract until registration is complete.
5. Immediately notify the Fairburn Parks & Recreation personnel whenever a postponement or cancellation due to illness, accident, weather, etc. is necessary and aid the staff in notifying class participants. Substitute or sub-contracted instruction/services shall not be permitted under this Contract except under the express written permission of the City.
6. H2O Academy shall be responsible (after each day's use) keeping the used spaces, including all City-owned equipment, in a neat and clean condition, and shall be responsible for repairing any damages caused by H2O Academy's negligent acts or omissions or intentional misconduct of H2O Academy, or by the negligent acts of omissions or intentional misconduct of H2O Academy's students, invitees, agents, and representatives.
7. Pursuant to Georgia Law, H2O Academy shall maintain in force and effect throughout the term of this lease a policy of liability insurance, in the amount of not less than one million (\$1 million) per claim, naming the City of Fairburn as an additional insured. (review attachment for insurance requirements)
8. Abide by the terms of this Agreement and the Parks & Recreation facility use policies and procedures.

D. THE CITY AGREES TO:

1. To provide the following spaces for program use.
 - a. Duncan Park Pool & Splash Pad
 - i. Including parking lot, water slides, main pool, locker rooms, and splash pad.
2. All registrations and/or enrollments shall be through the Fairburn Parks and Recreation Department will distribute registration payments to H2O Academy

based on the number of participants registered pursuant to the method of payment indicated by this agreement

3. Maximum and minimum enrollment figures will be determined by the Fairburn Parks & Recreation Department. Any variation from these figures will require written notice.
4. Maintain the facility chlorine levels for pool operations.
5. Provide utilities, including electricity, solid waste disposal, and water and sewer service.
6. The City shall be responsible for the routine maintenance of the City's facilities.
7. Provide janitorial and supplies

E. WORK PRODUCTS AND SERVICES REQUIRED

1. EQUIPMENT AND PROPERTY

The City will provide trash containers and the City will provide disposal.

2. MAINTENANCE OF EQUIPMENT

All program related equipment and equipment maintenance will be the responsibility of H2O Academy

3. UTILITIES

The City of Fairburn shall provide utilities to H2O Academy, at no additional charge, which includes electricity, solid waste disposal, water and sewer service. The City of Fairburn will not provide telephone service or be responsible for charges incurred for this service.

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

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

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

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

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

H2O Academy

City of Fairburn, Georgia

Kraig – Signature

Mario B. Avery, Mayor

John Childs – Printed

Date: _____

Date: _____

Title: _____

Attest:

Brenda James, City Clerk

Approved as to Form:

Rory Starkey, City Attorney

ADDENDUM A INSURANCE REQUIREMENTS

H2O Academy shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by H2O Academy, their agents, representatives, employees or subcontractors.

A. MINIMUM LIMITS OF INSURANCE

H2O Academy shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.

2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.

3. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officer's officials, and employees; or H2O Academy shall procure a bond guaranteeing payment of losses related to investigations claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

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

The City and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of H2O Academy.

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

H2O Academy is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees and volunteers for losses arising from the work performed by H2O Academy for the Owner.

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

D. ACCEPTABILITY.

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

E. VERIFICATION OF COVERAGE.

H2O Academy shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Subcontractor means one not in the employment of H2O Academy who is performing all or part of the services under this Agreement under a separate contract with H2O Academy.

H2O Academy shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this Agreement. The City may request evidence of subcontractor's insurance.

G. WAIVER OF SUBROGATION

H2O Academy shall require all insurance policies in any way related to the work and secured and maintained by H2O Academy to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the City. H2O Academy shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

H2O Academy shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of H2O Academy, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by H2O Academy in the performance of the work; or c) liens, claims or actions made by H2O Academy or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for H2O Academy or his/her subcontractor, as approved by the City of Fairburn, under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be borne by H2O Academy.