



## City of Fairburn Work Session

### Agenda - Zoom

April 25, 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. City of Fairburn Outstanding Bonds by Bill Johnston of Stephens, Inc.

2. Enterprise Fleet Management Program Presentation

3. City of Fairburn Art in the City

IV. Adjournment



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

**SUBJECT: CITY OF FAIRBURN OUTSTANDING BONDS PRESENTATION**

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

**Submitted: 04/15/2022**

**Work Session: 04/25/2022**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** N/A

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

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\_\_\_\_\_  
Tony M. Phillips, City Administrator

\_\_\_\_\_  
Mario B. Avery, Mayor





# AIRBURN, GEORGIA

## G BONDS

April 8, 2022

**Bill Johnston**  
**Stephens Inc. | Member NYSE, SIPC**  
**3344 Peachtree Road, Suite 1650, Atlanta, GA 30326 | 404-461-5155**



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1. OUTSTANDING BONDS
  2. MARKET OVERVIEW





## 1. OUTSTANDING BONDS

# FAIRBURN OUTSTANDING BOND DEBT

City of Fairburn, Georgia  
Schedule of Outstanding Bond Issues  
For the Period Ending September 30,

Unaudited  
2022

Refundings

**General Obligation Bonds:**

Series 2017 Refunding Bonds	\$ 6,765,000	2017 Refunding Saved	\$ 648,970
Total General Obligation Bonds	<u>\$ 6,765,000</u>		

**Revenue Bonds:**

Series 2014 Combined Public Utility	\$ 3,325,000		
Series 2013 Combined Public Utility Refunding Bonds	3,175,000		
Series 2017 DDA Education Campus Refunding Bonds	<u>12,645,000</u>	2017 Refunding Saved	\$ 780,305
Total Revenue Bonds	<u>\$ 19,145,000</u>		
		Total Refunding Savings	<u>\$ 1,429,275</u>



## **FAIRBURN – SERIES 2017 G.O. REFUNDING BONDS-BALANCE \$6,765,000**

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- **GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017**
- **October 6, 2017**
- **Project:** The Series 2017 General Obligation Bonds were issued to (a) partially refund the Series 2011 GO Bonds.
- **Principal Amount:** \$7,365,000
- **Final Maturity:** 12-1-31
- **Purpose:** Refunding.
- **Tax Status:** Tax Exempt Obligation.
- **Security and Source of Payments:** The City has pledged it's full faith and credit to secure the Series 2017 General Obligation Bonds.
- **Maturity Date:** December 1, for the following dates and amounts:



## FAIRBURN – ORIGINAL SERIES 2011 G.O. BONDS – BALANCE \$0

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- **GENERAL OBLIGATION BONDS, SERIES 2011**
- **March 3, 2011**
- **Project:** The Series 2011 General Obligation Bonds were issued to (a) acquire, construct and furnish a fire station, certain City recreation facilities, and downtown renewal projects (b) constructing and installing certain road rebuilding projects and (c) projects of the City as may be determined.
- **Principal Amount:** \$10,415,000
- **Final Maturity:** 12-1-31
- **Purpose:** Construction of Projects.
- **Tax Status:** Tax Exempt Obligation.
- **Security and Source of Payments:** The City has pledged it's full faith and credit to secure the Series 2011 General Obligation Bonds.
- **Maturity Date:** December 1, for the following dates and amounts:

# FAIRBURN – SERIES 2017 G.O. REFUNDING BONDS

Refunding General Obligation Bond, Series 2017  
2.50%

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
12/01/2022	640,000.00	2.500%	169,125.00	809,125.00
12/01/2023	650,000.00	2.500%	153,125.00	803,125.00
12/01/2024	655,000.00	2.500%	136,875.00	791,875.00
12/01/2025	665,000.00	2.500%	120,500.00	785,500.00
12/01/2026	670,000.00	2.500%	103,875.00	773,875.00
12/01/2027	680,000.00	2.500%	87,125.00	767,125.00
12/01/2028	690,000.00	2.500%	70,125.00	760,125.00
12/01/2029	695,000.00	2.500%	52,875.00	747,875.00
12/01/2030	705,000.00	2.500%	35,500.00	740,500.00
12/01/2031	715,000.00	2.500%	17,875.00	732,875.00
<b>Total</b>	<b>\$6,765,000.00</b>	<b>-</b>	<b>\$947,000.00</b>	<b>\$7,712,000.00</b>

## Yield Statistics

Bond Year Dollars	\$67,330.21
Average Life	9.142 Years
Average Coupon	2.5000000%
Net Interest Cost (NIC)	2.5000000%
True Interest Cost (TIC)	2.5002048%
Bond Yield for Arbitrage Purposes	2.5002048%

## **FAIRBURN – SERIES 2014 CPU REVENUE BONDS-BALANCE \$3,325,000**

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- **COMBINED PUBLIC UTILITY REVENUE BONDS, SERIES 2014**
- **September 16, 2014**
- **Project: The Series 2014 CPU Bonds were issued to acquire, construct, equip and install certain improvements to the water and sewerage system of the City and acquire certain wastewater treatment rights.**
- **Principal Amount:                      \$4,610,000**
- **Final Maturity:      10-1-34**
- **Purpose:                      New Money.**
- **Tax Status:                      Tax Exempt Obligation.**
- **Security and Source of Payments: Pledged revenues of the City's Combined Public Utility System.**
- **Maturity Date:      October 1, for the following dates and amounts:**

# FAIRBURN – SERIES 2014 COMBINED PUBLIC UTILITY REVENUE BONDS

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2022	205,000.00	3.000%	126,700.00	331,700.00
10/01/2023	210,000.00	3.000%	120,550.00	330,550.00
10/01/2024	215,000.00	3.000%	114,250.00	329,250.00
10/01/2025	225,000.00	4.000%	107,800.00	332,800.00
10/01/2026	235,000.00	4.000%	98,800.00	333,800.00
10/01/2027	240,000.00	4.000%	89,400.00	329,400.00
10/01/2028	250,000.00	4.000%	79,800.00	329,800.00
10/01/2029	260,000.00	4.000%	69,800.00	329,800.00
10/01/2030	275,000.00	4.000%	59,400.00	334,400.00
10/01/2031	285,000.00	4.000%	48,400.00	333,400.00
10/01/2032	295,000.00	4.000%	37,000.00	332,000.00
10/01/2033	310,000.00	4.000%	25,200.00	335,200.00
10/01/2034	320,000.00	4.000%	12,800.00	332,800.00
<b>Total</b>	<b>\$3,325,000.00</b>	<b>-</b>	<b>\$989,900.00</b>	<b>\$4,314,900.00</b>

## Yield Statistics

Bond Year Dollars	\$53,671.83
Average Life	11.642 Years
Average Coupon	3.7429296%
Net Interest Cost (NIC)	3.4688124%
True Interest Cost (TIC)	3.3623445%



## **FAIRBURN – SERIES 2013 CPU REVENUE BONDS-BALANCE \$3,175,000**

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- **COMBINED PUBLIC UTILITY REVENUE BONDS, SERIES 2013**
- **September 12, 2013**
- **Project: The Series 2013 CPU Bonds were issued to refund the City's Series 2006 CPU Revenue Bonds.**
- **Principal Amount:                      \$9,310,000**
- **Final Maturity:      10-1-24**
- **Purpose:                      Refunding.**
- **Tax Status:                      Taxable.**
- **Security and Source of Payments: Pledged revenues of the City's Combined Public Utility System.**
- **Maturity Date:      October 1, for the following dates and amounts:**



# FAIRBURN – REMAINING BALANCE SERIES 2013 CPU REVENUE BONDS

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
10/01/2022	1,010,000.00	4.454%	147,964.50	1,157,964.50
10/01/2023	1,055,000.00	4.654%	102,979.10	1,157,979.10
10/01/2024	1,110,000.00	4.854%	53,879.40	1,163,879.40
<b>Total</b>	<b>\$3,175,000.00</b>	<b>-</b>	<b>\$304,823.00</b>	<b>\$3,479,823.00</b>

## Yield Statistics

Bond Year Dollars	\$63,399.31
Average Life	6.810 Years
Average Coupon	4.0171774%
Net Interest Cost (NIC)	4.1374910%
True Interest Cost (TIC)	4.1158751%
Bond Yield for Arbitrage Purposes	4.0486298%

## FAIRBURN – SERIES 2017 DDA CAMPUS PROJECT REFUNDING BONDS-AUDITED 2018 BALANCE \$12,645,000

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- **DOWNTOWN DEVELOPMENT AUTHORITY (EDUCATION CAMPUS PROJECT) REVENUE REFUNDING BONDS, SERIES 2011**
- **October 6, 2017**
- **Project:** The Series 2017 Bonds were issued to refund the City's Series 2011 Campus Project Bonds.
- **Principal Amount:** \$13,125,000
- **Final Maturity:** 7-1-33
- **Purpose:** Advance Refunding.
- **Tax Status:** Tax Exempt.
- **Security and Source of Payments:** The City's full faith and credit is pledged with an Intergovernmental Contract to secure the Campus Project financing.
- **Maturity Date:** July 1, for the following dates and amounts:

# FAIRBURN – SERIES 2017 DDA CAMPUS PROJECT REFUNDING BONDS

Revenue Refunding Bond, Series 2017 (Campus Project)  
2.66%

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
07/01/2022	775,000.00	2.660%	336,357.00	1,111,357.00
07/01/2023	815,000.00	2.660%	315,742.00	1,130,742.00
07/01/2024	875,000.00	2.660%	294,063.00	1,169,063.00
07/01/2025	925,000.00	2.660%	270,788.00	1,195,788.00
07/01/2026	970,000.00	2.660%	246,183.00	1,216,183.00
07/01/2027	1,015,000.00	2.660%	220,381.00	1,235,381.00
07/01/2028	1,060,000.00	2.660%	193,382.00	1,253,382.00
07/01/2029	1,135,000.00	2.660%	165,186.00	1,300,186.00
07/01/2030	1,185,000.00	2.660%	134,995.00	1,319,995.00
07/01/2031	1,240,000.00	2.660%	103,474.00	1,343,474.00
07/01/2032	1,295,000.00	2.660%	70,490.00	1,365,490.00
07/01/2033	1,355,000.00	2.660%	36,043.00	1,391,043.00
<b>Total</b>	<b>\$12,645,000.00</b>	<b>-</b>	<b>\$2,387,084.00</b>	<b>\$15,032,084.00</b>

## Yield Statistics

Bond Year Dollars	\$138,186.46
Average Life	10.528 Years
Average Coupon	2.6600000%
Net Interest Cost (NIC)	2.6600000%
True Interest Cost (TIC)	2.6602420%





## 2. MARKET OVERVIEW



# Market Overview

Market Snapshot							
	4/1/2021	12/31/2021	3/25/2022	4/1/2022	Last Week Change	YTD Change	Year Change
Dow Jones	32,982	36,398	34,861	34,818	-0.1%	-4.3%	5.6%
Nasdaq	13,247	15,742	14,169	14,262	0.7%	-9.4%	7.7%
Russell 2000	2,221	2,249	2,078	2,091	0.6%	-7.0%	-5.8%
S&P 500	3,973	4,779	4,543	4,546	0.1%	-4.9%	14.4%
FTSE 100	6,714	7,403	7,483	7,538	0.7%	1.8%	12.3%

Eur-USD	1.173	1.133	1.098	1.104	0.5%	-2.5%	-5.9%
Oil	59.16	76.99	113.90	99.27	-12.8%	28.9%	67.8%
Natural Gas	2.61	3.56	5.57	5.72	2.7%	60.6%	119.3%
Gold	1,691.05	1,805.85	1,953.80	1,929.40	-1.2%	6.8%	14.1%

Fed Funds	0.05	0.07	0.32	0.32	0.0%	357.1%	540.0%
Prime Rate	3.25	3.25	3.50	3.50	0.0%	7.7%	7.7%
30-day LIBOR	0.111	0.102	0.445	0.438	-1.7%	329.5%	293.7%
Rev Bond Index	2.71	1.97	2.95	3.01	2.0%	52.8%	11.1%
G.O. Bond Index	2.35	2.06	2.67	2.73	2.2%	32.5%	16.2%

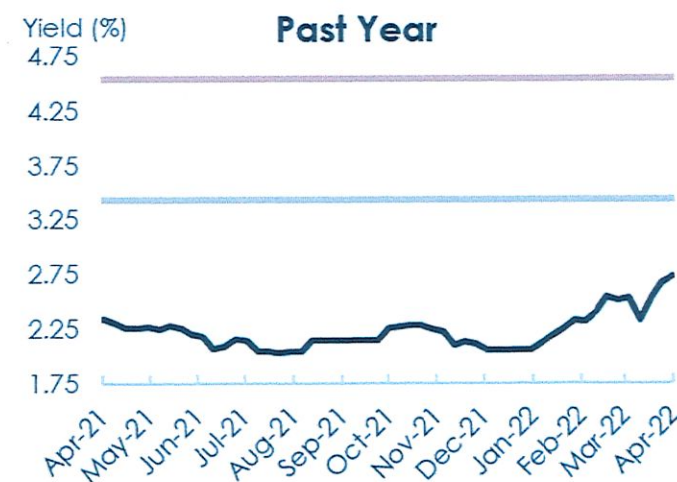
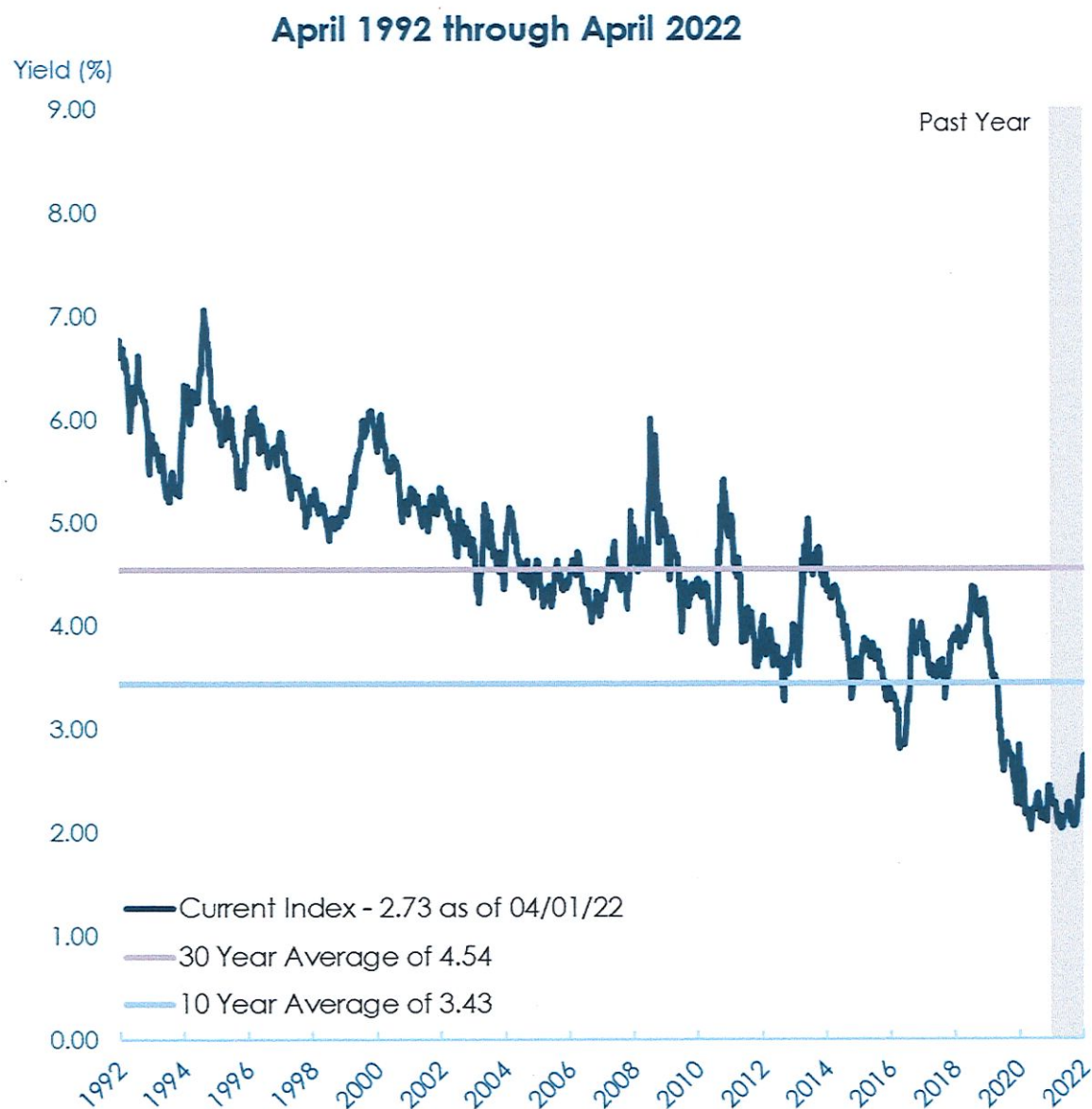
Treasury Yields							
Trsy	4/1/2021	12/31/2021	3/25/2022	4/1/2022	Last Week Change (bps)	YTD Change (bps)	Year Change (bps)
2 Yr	0.17	0.73	2.30	2.44	↑ 14	↑ 171	↑ 227
5 Yr	0.90	1.26	2.55	2.56	↑ 1	↑ 130	↑ 166
10 Yr	1.69	1.52	2.48	2.38	↓ -10	↑ 86	↑ 69
30 Yr	2.34	1.90	2.60	2.44	↓ -16	↑ 54	↑ 10

AAA MMD Yield							
MMD	4/1/2021	12/31/2021	3/25/2022	4/1/2022	Last Week Change (bps)	YTD Change (bps)	Year Change (bps)
5 Yr	0.52	0.59	1.96	1.98	↑ 2	↑ 139	↑ 146
10 Yr	1.11	1.03	2.18	2.18	0	↑ 115	↑ 107
20 Yr	1.53	1.30	2.41	2.40	↓ -1	↑ 110	↑ 87
30 Yr	1.73	1.49	2.54	2.53	↓ -1	↑ 104	↑ 80

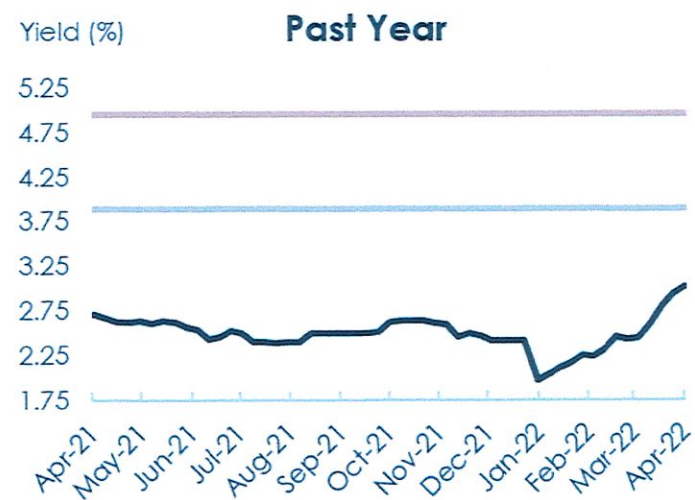
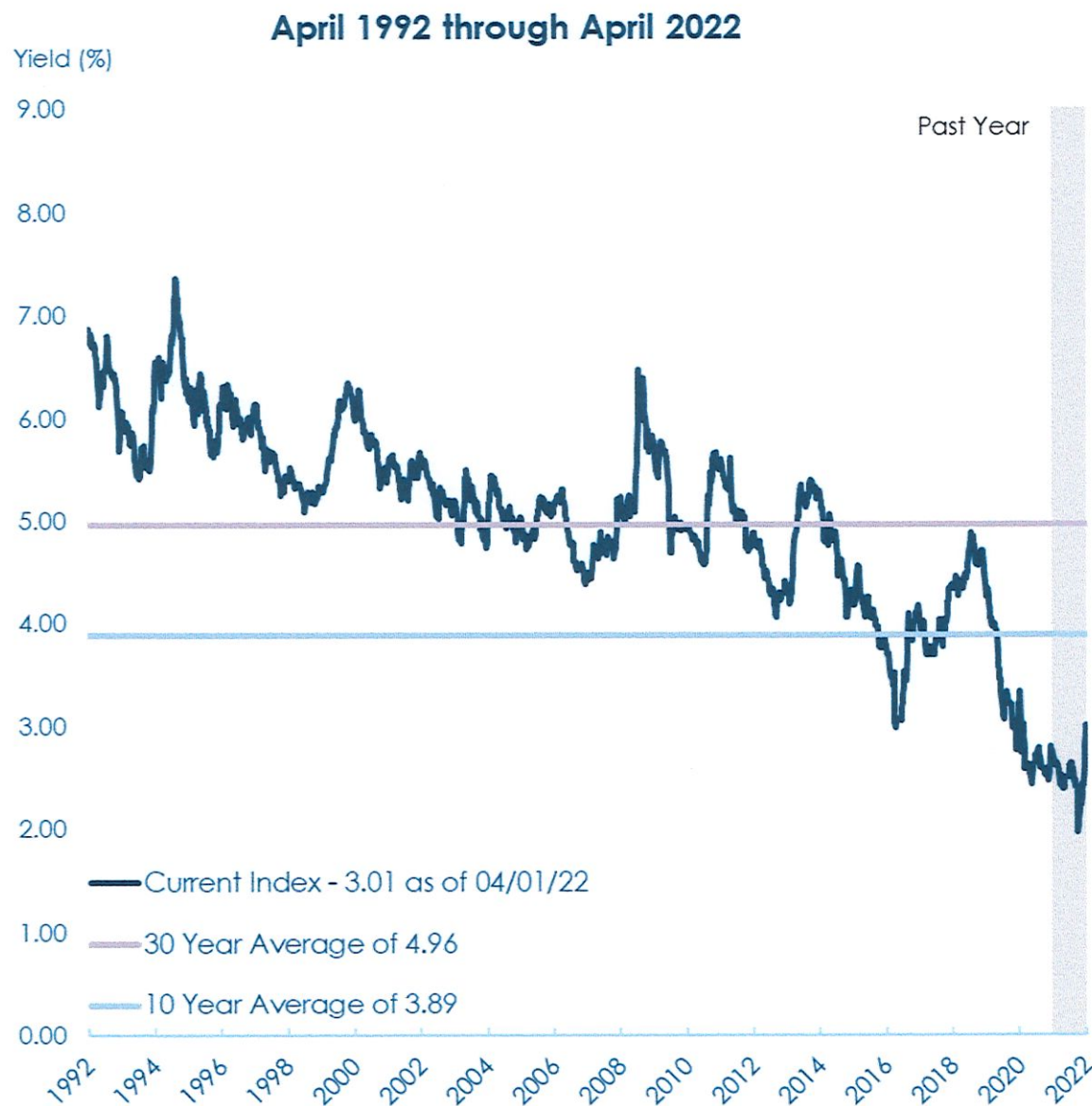
Economic Calendar		
TIME (ET)	REPORT	PERIOD
MONDAY, APRIL 4		
10:00 AM	Factory Orders	Feb
10:00 AM	Durables	Feb F
10:00 AM	Cap Goods Nondef Ex Air	Feb F
TUESDAY, APRIL 5		
8:30 AM	Trade Balance	Feb
9:45 AM	S&P Global US PMI	Mar F
10:00 AM	ISM Services Index	Mar
WEDNESDAY, APRIL 6		
7:00 AM	MBA Mortgage Applications	1-Apr
2:00 PM	FOMC Meeting Minutes	16-Mar
THURSDAY, APRIL 7		
8:30 AM	Revisions: Jobless Claims	
8:30 AM	Initial Jobless Claims	1-Apr
8:30 AM	Continuing Claims	26-Mar
3:00 PM	Consumer Credit	Feb
FRIDAY, APRIL 8		
9:00 AM	Bloomberg April United States Economic Survey	
10:00 AM	Wholesale Trade Sales	Feb
10:00 AM	Wholesale Inventories	Feb F



# Bond Buyer G.O. Bond Index

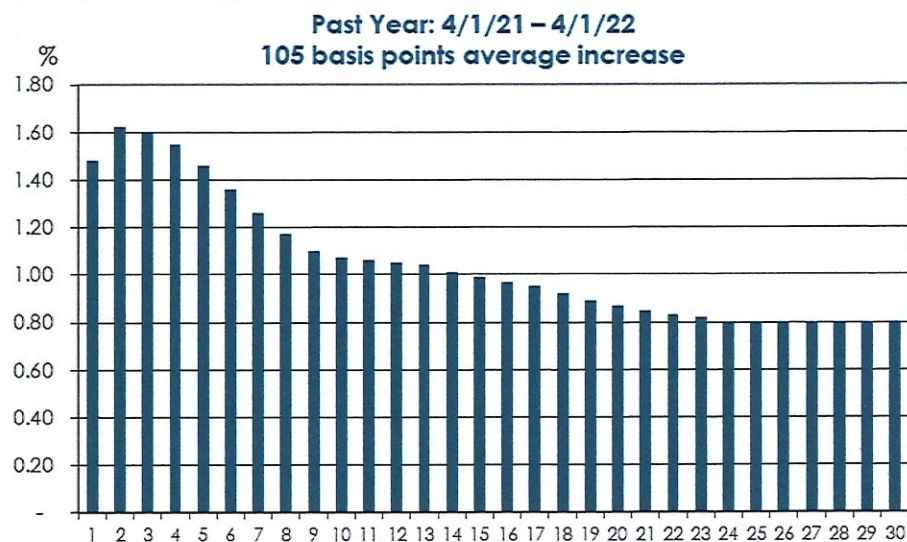
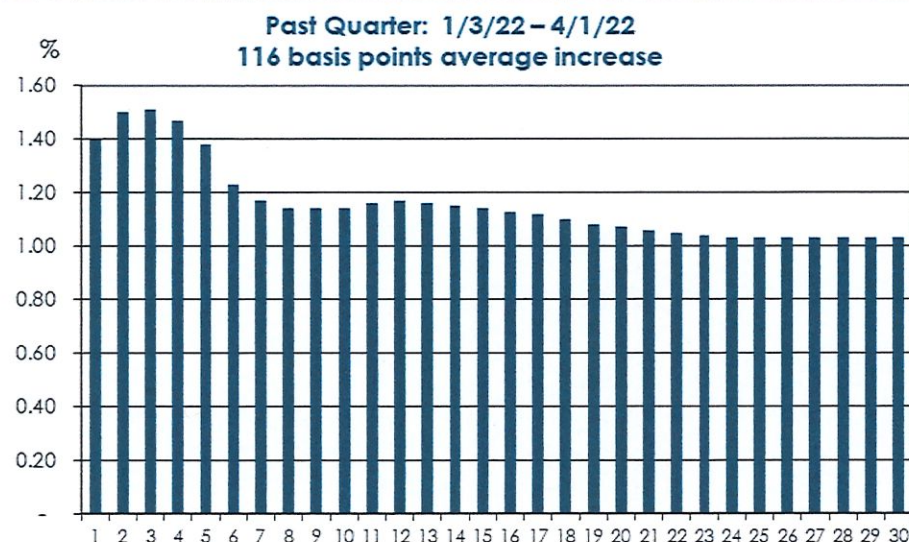
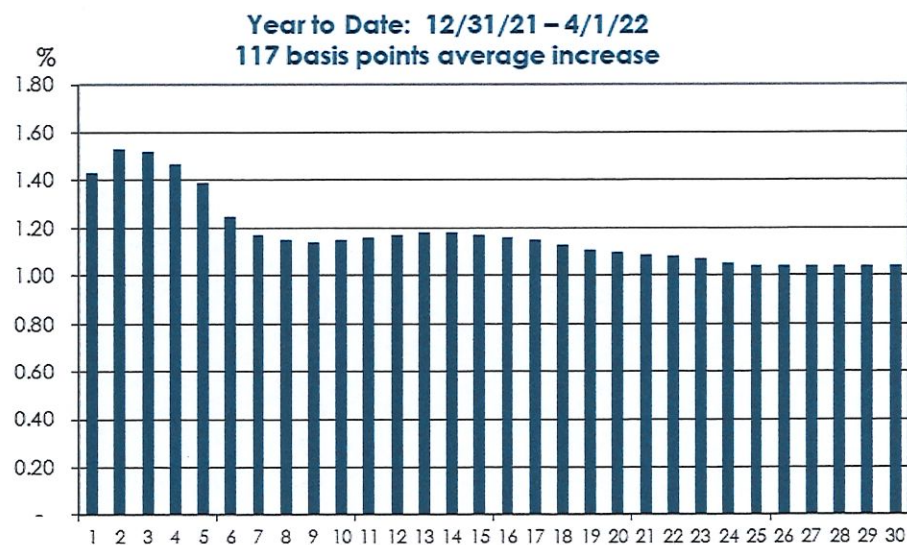


# Bond Buyer Revenue Bond Index

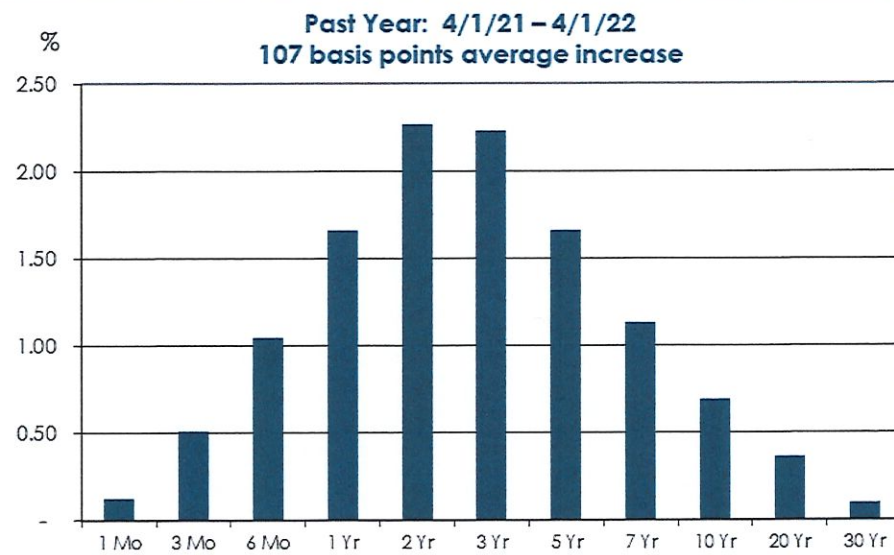
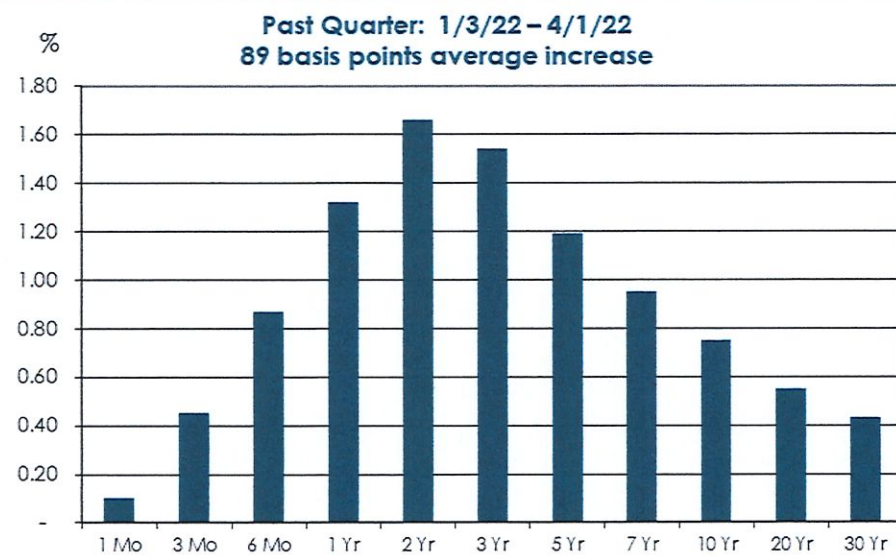
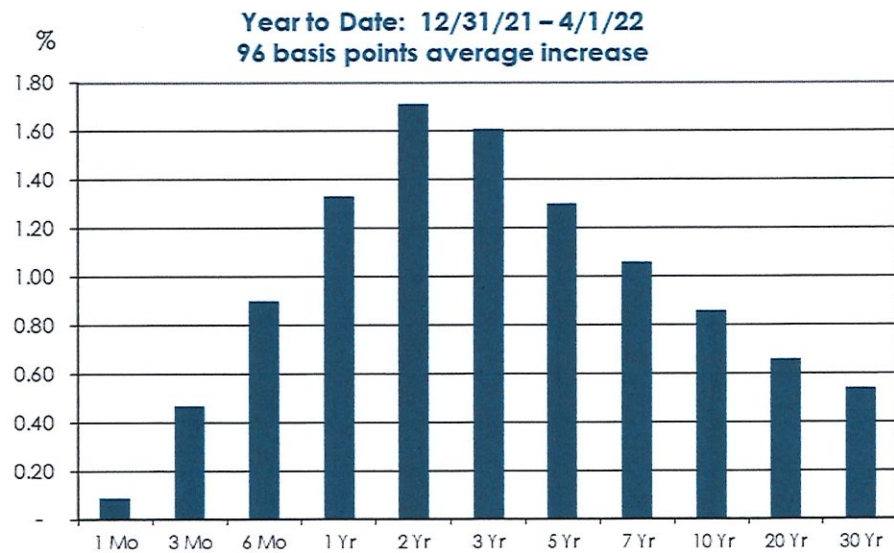
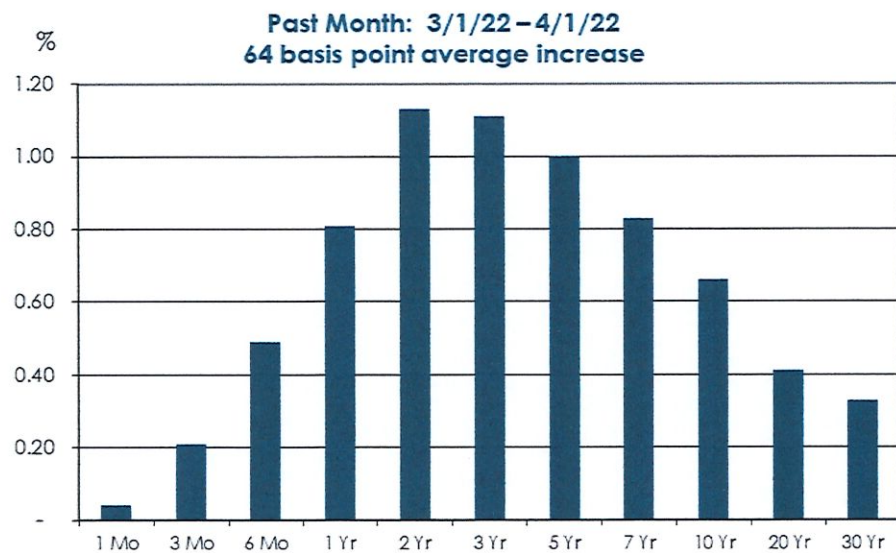




# Change AAA MMD Rates per Maturity (Tax-Exempt)



# Change US Treasury Rates per Maturity (Taxable)





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## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Enterprise Fleet Management Program Presentation

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☒ OTHER

Submitted: 4/20/2022

Work Session: 4/25/2022

Council Meeting: 4/25/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:**

**PUBLIC HEARING?** ☐ Yes ☒ No

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**PURPOSE:** A representative from Enterprise Fleet Management will be present to make a presentation on the benefits of participating in the Fleet Management Program to enhance the City's current fleet to meet operational needs.

**HISTORY:**

**FACTS AND ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDED ACTION:**

  
\_\_\_\_\_  
Tony M. Phillips, City Administrator



## FLEET MANAGEMENT

PREPARED FOR:



Damon Martin  
FLEET CONSULTANT

(336) 337-3744  
PHONE

Damon.D.Martin@efleets.com  
EMAIL





# FLEET SYNOPSIS | CITY OF FAIRBURN, GA

## THE SITUATION

### Current fleet age is negatively impacting the overall budget and fleet operations

- 37% of the light and medium duty fleet is currently 10 years or older
- 75% of the light and medium duty fleet is currently 6 years or older
- 8.7 years is the current average age of the fleet
- 15.3 years – time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

## THE OBJECTIVES

### Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$644,000 million over 10 years

- Shorten the current vehicle life cycle from 15.38 years to 4.39 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Significantly reduce Maintenance to an average monthly cost of \$73.28 vs. current \$218.75
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity

### Increase employee safety with newer vehicles

- Currently:
  - 13 vehicles predate Anti-Lock Brake standardization (2007)
  - 36 vehicles predate Electronic Stability Control standardization (2012)
    - *ESC is the most significant safety invention since the seatbelt*

### Piggyback The Sourcewell awarded RFP #060618-EFM that addresses the following:

- Access to all fleet management services as applicable to the needs of the city
- Supports the city's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

## THE RESULTS

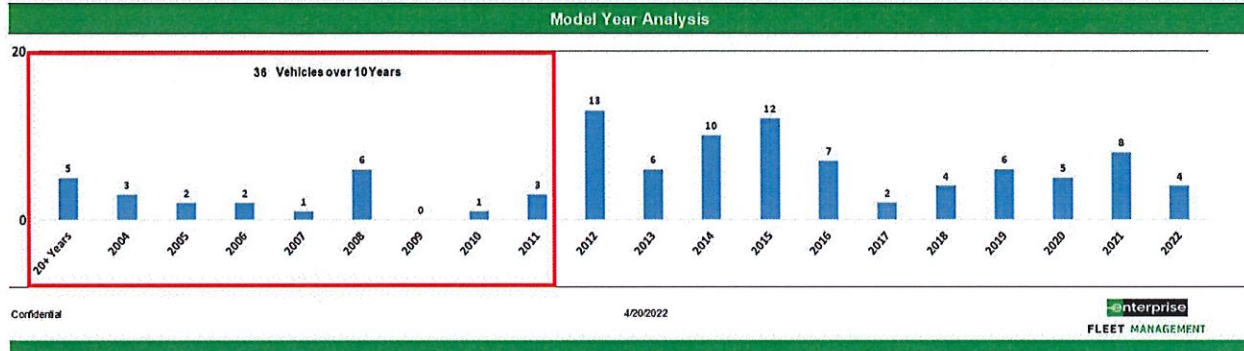
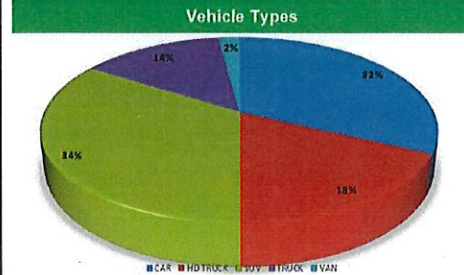
By partnering with Enterprise Fleet Management, **City of Fairburn** will be better able to leverage its buying power, implement a tighter controlled resale program to lower total cost of ownership and in turn minimize operational spend. **City of Fairburn** will reduce fuel costs by 28% and reduce maintenance costs from \$218.75 on average to \$73.28 per unit. Leveraging an open-end lease maximizes cash flow and recognizes equity from vehicles sold creating an internal replacement fund. Furthermore, **City of Fairburn** will leverage Enterprise Fleet Management's ability to sell vehicles at an average of 109% above Black Book value. By shifting from reactively replacing inoperable vehicles to proactively planning vehicle purchases, **City of Fairburn** will be able to replace all of its vehicles over the course of 5 years while creating an annual savings of \$27,087.



# FLEET PROFILE & ANALYSIS | CITY OF FAIRBURN, GA

## City of Fairburn - Fleet Profile

Fleet Profile				Fleet Replacement Schedule						Replacement Criteria	
Vehicle Type	# of Type	Average Age (years)	Average Annual Mileage	2022	2023	2024	2025	2026	Under-Utilized		
Mid-size Sedan	4	11.1	13,000	4	0	0	0	0	0	* Fiscal Year 2022 - 10 years old and older, or odometer over 100,000	
Full-size Sedan	4	9.5	9,200	2	1	0	0	0	1	* Fiscal Year 2023 - 8 years old and older, or odometer over 70,000	
Full-size Sedan-ERV	24	9.0	12,900	14	7	1	0	2	0	* Fiscal Year 2024 - 6 years old and older, or odometer over 50,000	
Full-size Van-Passenger	1	21.5	2,800	1	0	0	0	0	0	* Fiscal Year 2025 - 4 years old and older, or odometer over 40,000	
3/4 Ton Van Cargo	1	6.3	11,500	0	1	0	0	0	0	* Fiscal Year 2026 - Remaining Vehicles	
Compact SUV 4x2	2	7.3	6,600	0	1	1	0	0	0	* Under-Utilized - Annual Mileage less than	
Mid-size SUV 4x2	5	11.7	9,900	1	3	0	1	0	0		
Mid-size SUV 4x4-ERV	22	2.9	10,100	0	4	1	2	15	0		
Full-size SUV 4x4-ERV	5	5.6	9,700	2	0	0	0	3	0		
Compact Pickup Reg 4x2	2	16.3	8,400	1	1	0	0	0	0		
Compact Pickup Ext 4x2	1	8.3	11,600	0	1	0	0	0	0		
1/2 Ton Pickup Reg 4x2	1	7.2	5,000	0	1	0	0	0	0		
1/2 Ton Pickup Ext 4x2	8	9.5	7,400	2	3	1	1	1	0		
1/2 Ton Pickup Quad 4x2	2	9.3	7,500	1	0	0	0	1	0		
3/4 Ton Pickup Reg 4x2	1	23.5	3,700	1	0	0	0	0	0		
3/4 Ton Pickup Ext 4x4	2	9.8	11,600	2	0	0	0	0	0		
3/4 Ton Pickup Quad 4x2	7	11.9	10,700	3	4	0	0	0	0		
3/4 Ton Pickup Quad 4x4	3	6.6	11,500	0	2	1	0	0	0		
1 Ton Pickup Quad 4x4	2	8.8	11,600	1	1	0	0	0	0		
1 Ton Cab Chassis	3	25.1	10,600	0	3	0	0	0	0		
<b>Totals/Averages</b>	<b>100</b>	<b>8.7</b>	<b>10,600</b>	<b>35</b>	<b>33</b>	<b>5</b>	<b>4</b>	<b>23</b>	<b>0</b>		

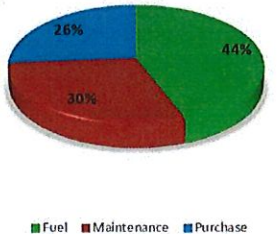


## City of Fairburn - Fleet Planning Analysis

Current Fleet	100	Fleet Growth	0.00%	Proposed Fleet	100
Current Cycle	15.38	Annual Miles	10,500	Proposed Cycle	4.39
Current Maint.	\$218.75	Current MPG	10	Proposed Maint.	\$73.28
Maint. Cents Per Mile	\$0.25			Price/Gallon	\$3.75

## Fleet Costs Analysis

Fiscal Year	Fleet Size	Fleet Mix	Owned	Leased	Purchase	Lease*	Fleet Cost	Maintenance	Fuel	Fleet Budget	Annual Net Cash
		Annual Needs					Equity (Owned)	Equity (Leased)			
Average	100	6.5	100	0	234,060	0			262,500	393,750	890,310
'22	100	35	65	35	0	328,061	-90,000	201,402	361,947	801,410	88,900
'23	100	37	32	68	0	531,694	-165,000	143,794	331,962	842,450	47,860
'24	100	15	27	73	0	569,669	-35,000	135,066	327,418	997,154	-106,844
'25	100	15	23	77	0	596,637	-36,000	129,083	323,784	887,010	3,300
'26	100	36	0	100	0	806,538	-253,000	-529,122	87,933	302,885	415,234
'27	100	47	0	100	0	806,538		-448,514	87,933	302,885	748,842
'28	100	38	0	100	0	806,538		-193,299	87,933	302,885	1,004,056
'29	100	19	0	100	0	806,538		-162,476	87,933	302,885	1,034,880
'30	100	17	0	100	0	806,538		-387,847	87,933	302,885	809,508
'31	100	38	0	100	0	806,538		-478,534	87,933	302,885	718,822
<b>10 Year Savings</b>										<b>\$643,726</b>	<b>Avg. Sustainable Savings \$27,087</b>



## Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Under-Utilized
QTY	35	33	5	4	23	0
Est \$	\$2,571	\$5,000	\$7,000	\$9,000	\$11,000	\$0
TOTAL	\$90,000	\$165,000	\$35,000	\$36,000	\$253,000	\$0
Estimated Current Fleet Equity**						\$579,000

\* Lease Rates are conservative estimates  
 \*\* Estimated Current Fleet Equity is based on the current fleet "sight unseen" and can be adjusted after physical inspection  
 Lease Maintenance costs are exclusive of tires unless noted on the lease rate quote.

## KEY OBJECTIVES

- Lower average age of the fleet**  
 36% of the current light and medium duty fleet is over 10 years old  
 Resale of the aging fleet is significantly reduced
- Reduce operating costs**  
 Newer vehicles have a significantly lower maintenance expense  
 Newer vehicles have increased fuel efficiency with new technology implementations
- Maintain a manageable vehicle budget**  
 Challenged by inconsistent yearly budgets  
 Currently vehicle budget is underfunded



# PROGRAM RESOURCES | CITY OF FAIRBURN, GA

## SAFETY

- 37% of all vehicles are older than 10 years of age and do not contain the most up to date safety features, such as electronic stability control, airbag standardization and anti-lock brake control.

## ACCOUNT MANAGEMENT

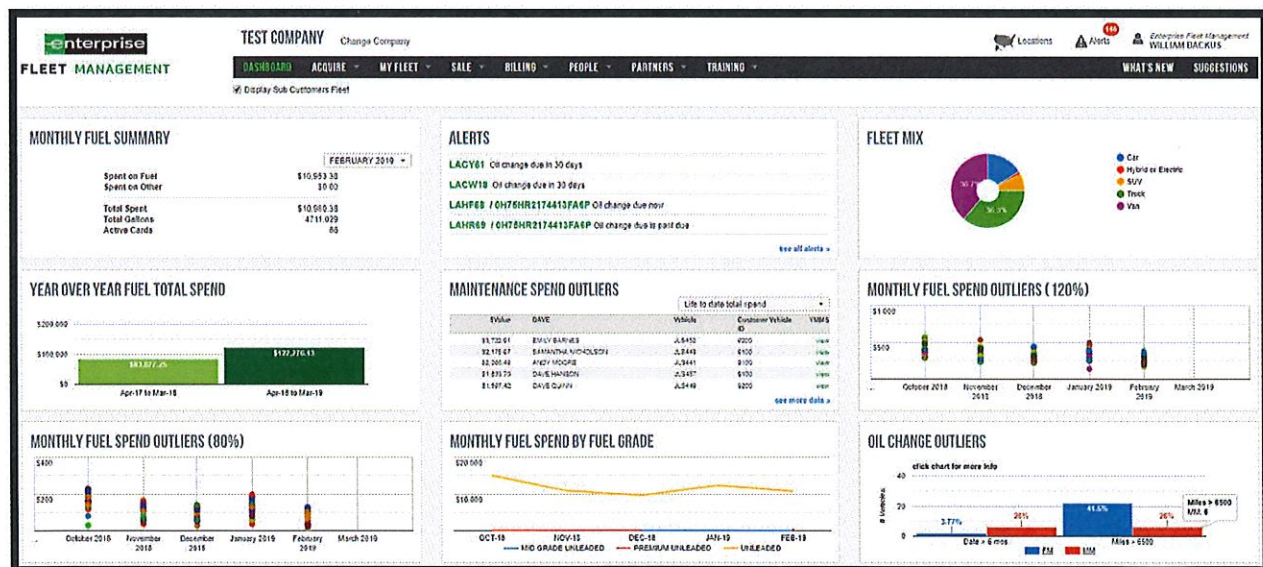
The **City of Fairburn** will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

## TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all of the convenience and functionality they need.

- **Consolidated Invoices** - Includes lease, maintenance, and any additional ancillaries
- **Maintenance Utilization** - Review the life-to-date maintenance per vehicle
- **Recall Information** - See which units have open recalls
- **License & Registration** - See which plate renewals are being processed by Enterprise and view status
- **Alerts** - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- **Lifecycle Analysis** - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



# REFERENCES | CITY OF FAIRBURN, GA

## CURRENT PARTNERS

- City of Covington
- City of Roswell
- City of Norcross
- City of Savannah
- City of Union City
- Sumter County
- Cherokee County
- Rabun County
- City of Jonesboro
- Butts County

## REFERENCE:

Below is a list of at least two (2) client references including company name, contact person, and telephone number.

1. County: **Sumter County**  
Business Phone #: (229) 938-9908  
Contact Person: Rayetta Volley, County Administrator
2. City: **City of Covington**  
Business Phone #: (678) 230-7923  
Contact Person: Randy Smith, Director of Finance

## COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL





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

**SUBJECT: CITY OF FAIRBURN ART IN THE CITY**

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

**Submitted: 04/15/2022**

**Work Session: 04/25/2022**

**DEPARTMENT:** Economic Development and Planning & Zoning

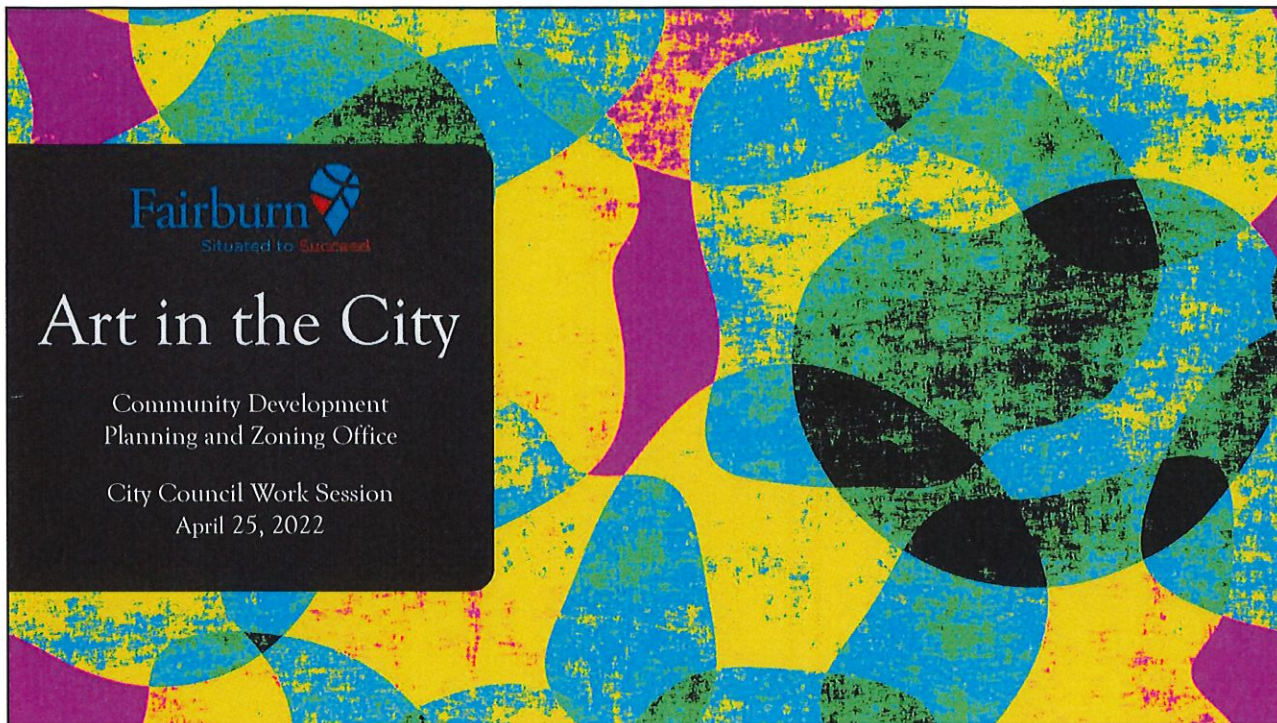
**BUDGET IMPACT:** N/A

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


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\_\_\_\_\_  
Tony M. Phillips, City Administrator

\_\_\_\_\_  
Mario B. Avery, Mayor

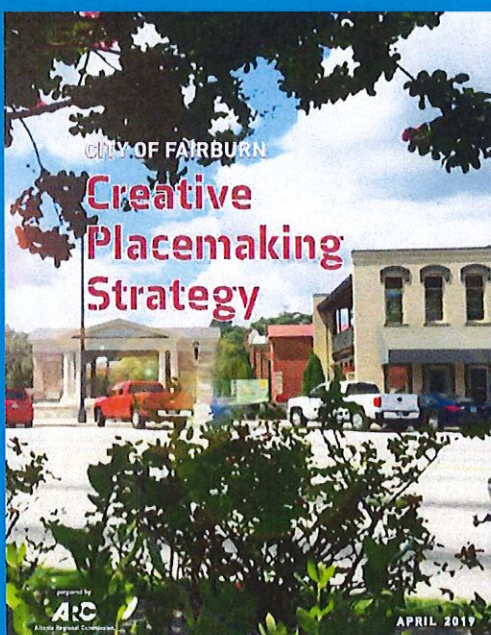


1



## The Beginning

- Application submitted to ARC (2018)
- Creative Placemaking Strategy
  - Recommend and prioritize locations for public art
  - Identify potential art for each location
  - Identify estimated cost and potential funding sources and partnerships
  - Recommend potential actions and key next steps to further public art initiatives

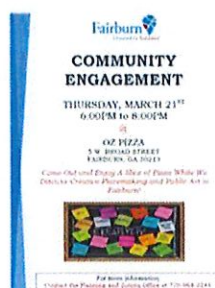


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## The Process

- Three Steering Committee Meetings
- Two Public Meetings & Two Engagement Events
- Two Focus Group Discussions
- Online Surveys
- Presentation to City Council December 2018 and April 2019
- Strategy completed in April 2019



3

## The Purpose & Vision

**Purpose:** The strategy acts as a unified plan for creative placemaking initiatives in Fairburn and includes a review of communities in the metro region with similar plans as well as an outline of priority projects based on community feedback.

**Vision:** We envision a city with engaging public spaces, where citizens and visitors alike will encounter works of public art that will surprise and delight them. The inclusion of art will inspire passion and enthusiasm about the built environment and stimulate economic development in the city.

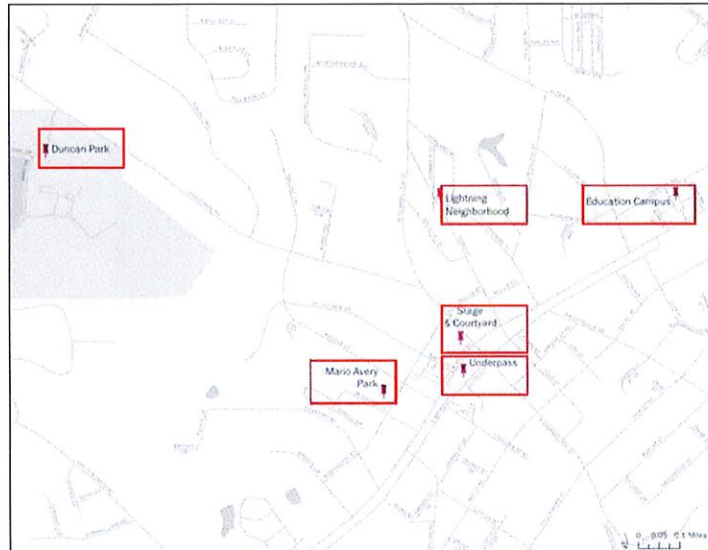


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## Six Potential Art Sites

1. Stage and Courtyard
2. Underpass
3. Mario Avery Park
4. Fairburn Education Campus
5. Lightning Community
6. Clarence Duncan Park

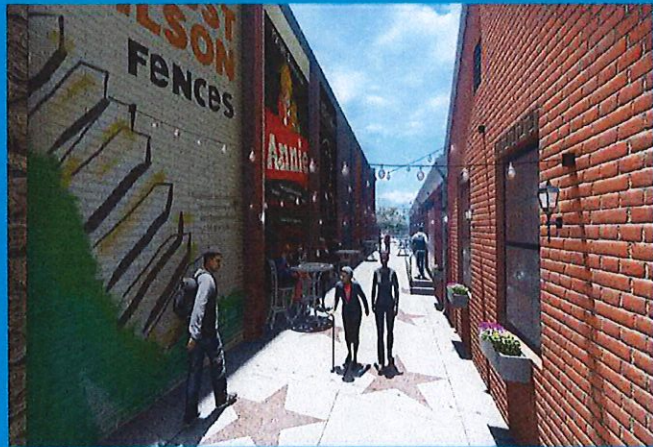
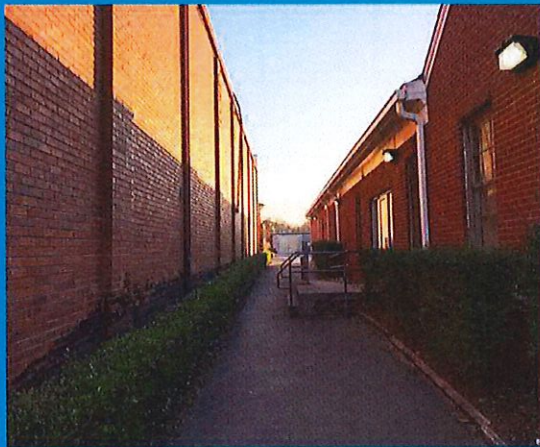


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## The Priority Areas

### Alley



6



## The Priority Areas

### Underpass



7

## The Progress

- Established the Art Advisory Council (2020)
  - Monthly Meetings
- 1<sup>st</sup> Call for Artist for Downtown Mural (2021)
- Alley Transformation 2021
  - Installation of concrete
  - Stringed Lights
  - Bistro Seating
- 1<sup>st</sup> Art exhibit in the alley (2021)
- Recipient of \$8,500 grant from Fulton County Arts and Culture (2021)



8



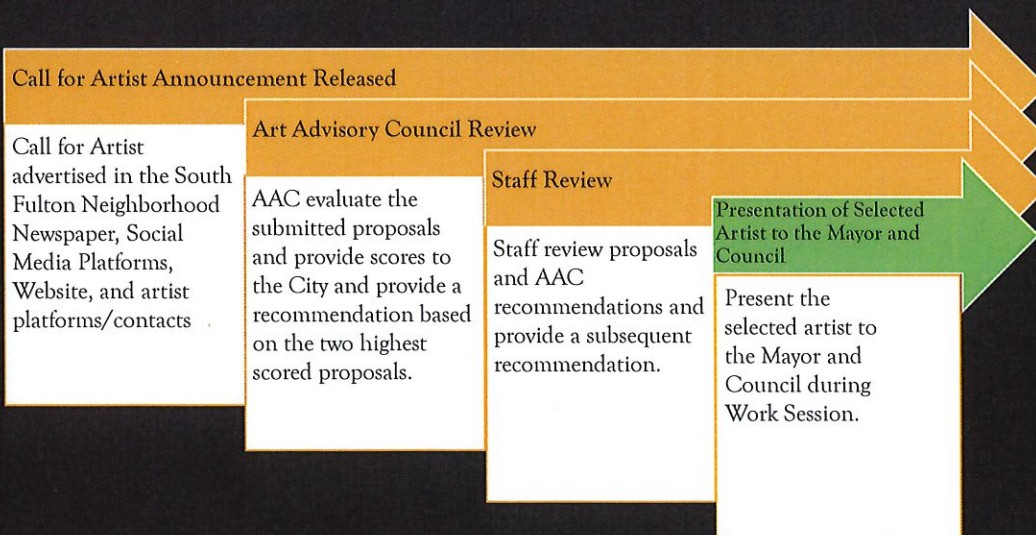
## What's Next

- 2<sup>nd</sup> Mural installation (Summer 2022)
- 2<sup>nd</sup> Call for Artist Crosswalks and Utility Boxes (Summer 2022)
- 2<sup>nd</sup> Art Activation Event in the Alley (August 20, 2022)
- Establish a Public Art Program in accordance with the recommendations from the Creative Placemaking Strategy



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## The Call for Artist Approval Process



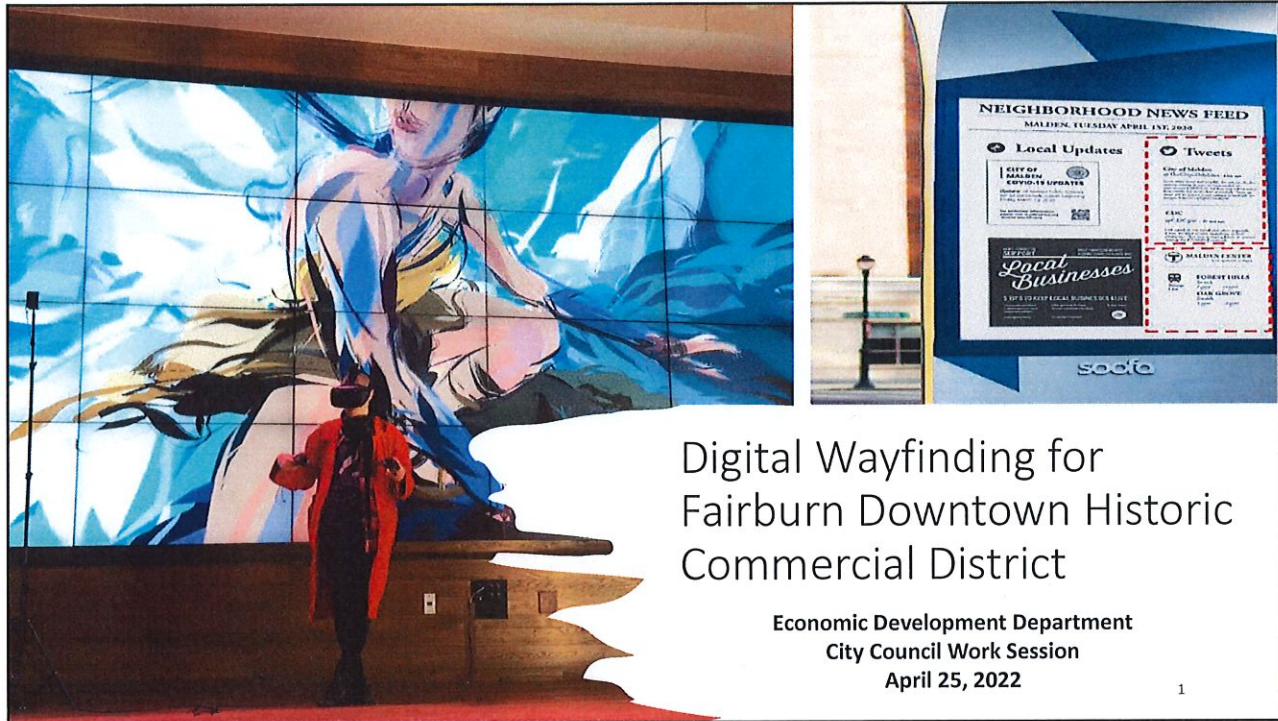
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Digital Wayfinding  
Sylvia Abernathy  
Director of Economic Development

Followed by Q&A





## Digital Wayfinding for Fairburn Downtown Historic Commercial District

Economic Development Department  
City Council Work Session  
April 25, 2022

1

1



## Overview

**Federal funded project by National Endowment of the Arts to implement to promote beautification of public spaces and supports Fairburn's ongoing placemaking activities.**

- **Goals**
  - Cultivate arts, entertainment, and culture by activating underutilized public and private spaces
  - Enhance the visual appeal of existing structures and streetscapes to improve our local economy
  - Work with businesses, civic and educational groups, and residents to promote local artists to design, promote, organize and spur economic growth and development

1

2





## Sharing our story

- Downtown beautification projects
  - Banners
  - Seasonal Enhancements & Decorations
  - Community Partnerships & Beautification Activities (CBAs, KFB, Schools, non-profits)
  - Business Activation & Special Events (i.e., B2B, Third Fridays, Shop Local)



3

## Downtown Branding – Business Activation & Retention

- Neighborhood Navigation – Wayfinding System to showcase History, Arts, & Entertainment
  - Digital Community Boards
  - Navigation
  - Advertisements
  - Polls
  - Access to government services

### Screen Applets



4

4

## Local Business Engagement

**20% of all Net Advertising Revenue is shared back with Fairburn**

Soofa works with Local Businesses to **maximize revenue share:**

- Active Media Team
- Self-Service Platform
- What's New Applet
- Soofa Lunch & Learn
- City Introductions & Discount Code



5

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## Static Sponsorships

**\$850 - \$1500/month**

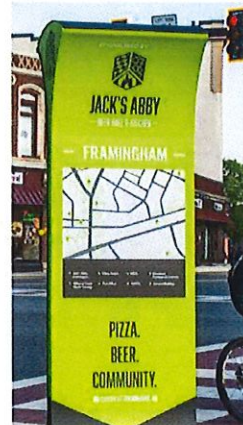
📍 Brookline, MA



📍 Amherst, MA



📍 Framingham, MA




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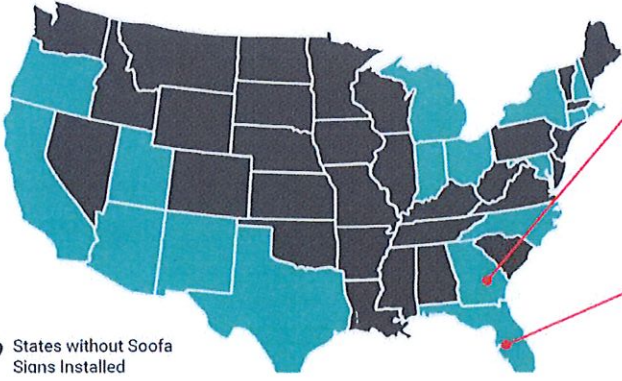
## Digital Advertisements

\$100 - \$200/hour



7

## Soofa Partnerships



♥ States without Soofa Signs Installed

### Nearby Soofa Cities

- Atlanta, GA
- Sugar Hill, GA
- Powder Springs, GA
- Fayetteville, GA

### Model Soofa City: Groveland, FL

- 6 Signs
- 13K Population
- Pilot Goals: Wayfinding, Redevelopment, Communication, Local Business

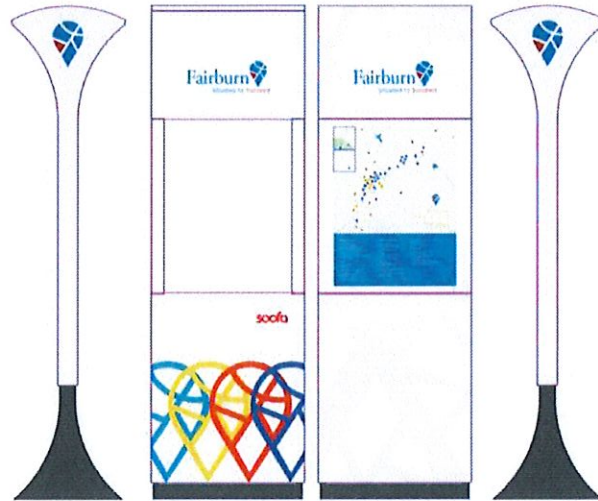
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## Our Partnership with Fairburn

### 2 Signs

#### Pilot Focus

Soofa Signs as a tool for Placemaking and Wayfinding. Bringing visibility to events, announcements, and local businesses to boost engagement with the community.

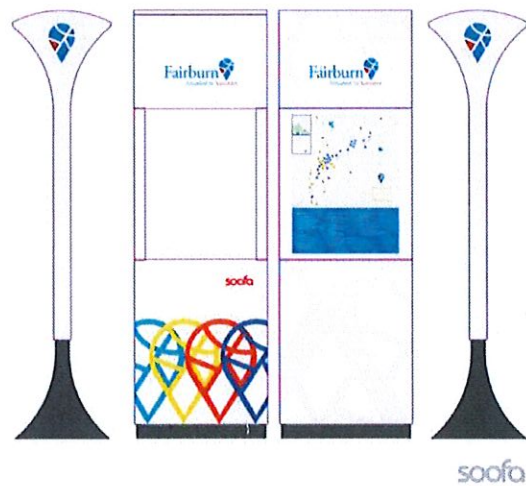


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## Q & A



10

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## City of Fairburn Council Meeting

### Agenda - Zoom

April 25, 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

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

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

City Attorney  
City Administrator  
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Rev. Evan Hill, First Baptist Church
- IV. Pledge of Allegiance
- V. Adoption of the City Council Agenda:
- VI. Approval of the Minutes: February 28, 2022, Regular Council Minutes, March 28, 2022, Special Called Minutes and April 11, 2022, Regular Council 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 generally referred to City Administration for review. Responses will be provided later.

VIII. Agenda Items/Public Hearings:

1. **2022 Liability and Property Insurance with Tanner, Ballew and Maloof, Inc.**

**Recommended Action:** Coverage is currently in place for 2021-2022. Staff recommends the Mayor and Council direct Tanner, Ballew and Maloof, Inc to maintain property and liability coverage with Travelers effective May 1, 2022, for \$407,360 for 2022-2023 policy year. **(Administration)**

2. **Enterprise Fleet Management Master Equity Lease and Maintenance Agreement**

**Recommended Action:** For Mayor and Council to approve a lease and maintenance agreement which allows the city to refresh and replenish its fleet of vehicles. To authorize the City Administrator to execute the Master Equity Lease and Maintenance agreement for city vehicles in an amount not to exceed \$289,664.00. **(City Administrator)**

3. **Award of Contract to Magnum Paving for roadway improvements on various city roads project.**

**Recommended Action:** Staff recommends the Mayor and Council approve the contract award for the 2022 Roadway Improvements on various city roads to Magnum Paving, LLC for the bid price of \$1,750,141.07. **(Community Development)**

4. **7- Year Lease Purchase of Two (2) Pierce Pumpers**

**Recommended Action:** Request for Mayor and Council to approve the purchase of 2 Pierce Pumpers to replace the aging fleet and add to the fleet due to growth of the city and call volume. This is a 7-year lease purchase program not to exceed \$1,430,000.00. **(Fire Department)**

5. **10-Year Lease Purchase of one (1) Pierce Enforcer Tiller**

**Recommended Action:** Request for Mayor and Council to approve the purchase of 1 Pierce Enforcer Tiller to replace the aging Fleet and add to the fleet due to the growth of the city and call volume. This is a 10-year lease purchase program not to exceed \$1,577,000.00. **(Fire Department)**

6. **Proposed City of Fairburn Travel Policy**

**Recommended Action:** Staff is requesting Mayor and Council approve the proposed policy to become the City of Fairburn's new travel policy. **(Finance Department)**

7. **Mental Fitness, 21<sup>st</sup> Century Learning, Inc Usage Agreement**

**Recommended Action:** For Mayor and Council to approve the usage agreement for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. 2022 summer camp program. **(Parks and Recreation)**



- |      |                                   |                    |
|------|-----------------------------------|--------------------|
| IX.  | Finance Director Monthly Report   | Mr. Peterson David |
| X.   | City Administrator Monthly Report | Mr. Tony Phillips  |
| XI.  | Council Comments                  |                    |
| XII. | 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. Mayor Avery took Roll Call, 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	

Absent: Mayor Pro Tem Hattie Portis-Jones

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

Mayor Avery announced they City Clerk is still on medical leave for a few more days, therefore, an adjustment has to made; he will do part himself and Dr, Parks will handle part.

- 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 was made by Councilman Smallwood and seconded by Councilwoman Davis.

Motion to approve the February 14, 2022, City Council Executive Session Minutes was made by Councilman Smallwood and seconded by Councilman Heath. **The motion carried unanimously.**

- 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. **The motion carried unanimously.**

- VII. **Public Comments:**

Agnes Czegledi asked when City Hall would be open for the public.

Carol Ann Mackenzie also inquired about the opening of City Hall. She made an announcement on March 9, 2022, at 7:00p.m. there will be a meeting of Duncan Park in reference to A and R1R2. 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

Councilman Pallend made a motion to appoint Brenda James as the City Clerk for the City of Fairburn. Councilwoman Davis seconded the motion. Council Member Davis asked if they could get a copy of the resume for Ms. James. Mayor Avery said he thought he had sent it, but he will make sure to get a copy to everyone. **The motion carried unanimously.**

### 2. Property Management

Mr. Harvey Stokes

Councilman Heath made a motion to create a Custodian position in the Property Management Department. The second was provided by Councilman Smallwood. Harvey Stokes said this would be a fulltime position to operate under the Property Management Department. He said the amount of money the city is paying for the outside contractors; we can put a full-time person on staff Monday through Friday and also work events on weekends. There was much discussion regarding previous contracts. Council Member Davis stated anything in excess of \$25,000 should come before Council for approval. **The motion carried unanimously.**

### 3. Community Development

Mr. Lester Thompson

Councilman Heath made a motion 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. Lester Thompson said the budget impact for this contract will be \$291,600 and the funds would come from T SPLOST infrastructure roadway account. **The motion carried unanimously.**

### 4. Community Development

Mr. Lester Thompson

Councilwoman Davis made a motion 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. **The motion carried unanimously.**

### 5. City Attorney

Mr. Rory Starkey

Councilman Heath made a motion 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 affect the purposes of the Trust and the Resolution. The second was provided by Councilman Smallwood.

Attorney Starkey discussed the background and stated the city is a Beneficiary of the Municipal Competitive Trust that MEAG Power that was established January 1, 1999. The City is allowed to transfer certain funds between accounts and withdraw certain funds from

accounts by written direction to MEAG Power and the Trustee. In order to improve the notification process, MEAG Power has requested that all written directions communicating city decisions with respect to the Trust be executed by two independent City officials. The city, has determined that the requested procedural changes are in the best interest of the city.

Councilwoman Davis asked if this request was made by MEAG Power and why they requested it at this point? She also stated that the city previously delegated authority to just a city official now they are asking for two city officials' signatures.

Utilities Director, John Martin stated since there was a change in Administration, MEAG requires this to be done to give authority to the new administration so necessary funds can be transferred when requested.

Mr. Starkey stated that this request is a change that provides additional security as well as making the process safer for the City of Fairburn and it complies with city ordinance and all applicable state laws. **The motion carried unanimously.**

## **6. Planning & Zoning**

**Ms. Tarika Peeks**

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

Planning and Zoning Director, Tarika Peeks said the request tonight is to extend the highway 74 moratorium to Monday March 28, 2022. She said the extension will allow adequate time to present the proposed amendments to the Planning and Zoning Commission, as well as adhere to the public notification requirements.

Councilman Heath stated that he noticed land clearing next to Cracker Barrel and was under the impression that they wouldn't be doing anything.

Ms. Peeks that is the tractor supply site and they are exempt from this moratorium. **The motion carried unanimously.**

## **7. City Administrator**

**Mr. Tony Phillips**

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

## **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 stated this item is for Mayor and Council to authorize a form to be used in connection with the appeals of decisions of the Community Development Director and



to authorize a fee to be charged for such appeals. The fee was recommended to be \$100 to \$250. By way of background, Section 77-194 of the Code of Ordinances provides that decisions of the Community Development Director concerning the administrative interpretation, or enforcement of regulations related to the subdivision of land within the City of Fairburn may be appealed to the City Administrator. This section also provides specifically that such appeals should be submitted on a form prescribed by the city and provides for the amount of fees or charges imposed by the city to be established by resolution of the City Council from time to time as the Council deems necessary.

City Administrator, Tony Phillips stated that the fee is determined by Council and the area fees are varied from city to city, and he recommend \$175 fee for the application and submit that for Council approval.

Councilwoman Davis asked if this had ever been exercised before. Attorney Starkey stated that there was an attempt back in October 2021, but the format was not there. The form was not prescribed, and the matter ended up in Superior Court.

Mr. Phillips asked Attorney Starkey if the absence of this form and the application fee increases the City's legal exposure of not having this in place as required by ordinance.

Attorney Starkey requested an executive session to discuss the item in litigation. **No Further Discussion.**

#### **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. The second was provided by Councilman Heath.

City Administrator, Tony Phillips stated this item was for Mayor and Council to authorize the amendment of Article II of Chapter 20 of the Code of Ordinances. This is to reorganize Fairburn Municipal Court to establish the positions of Chief Judge, Court Administrator, Chief Clerk and Bailiff. Municipal Court is already established in our Charter, as Recorders Court but did not provide for staff positions. The proposed amendment codifies all the staff positions and brings the Municipal Court structure in alignment with best practices. He discussed the amendment with the City Attorney and he confirmed that restructuring the Court by amending the existing Ordinance is legally permissible and in compliance with State and local laws.

Councilwoman Davis stated she read in the amendment, that a person shall be at least 25 years of age and a member of the State Bar of Georgia and in good standing with a minimum of 10 years' experience and stated that should nullify the 25 years of age qualification. After a brief discussion, Councilwoman Davis amended her motion to remove the age requirement in the ordinance and the second was provided by Councilman Heath. **The motion carried unanimously.**

#### **IX. City Administrator's Update:**

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



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. 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 8<sup>th</sup>. 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's 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**

Councilwoman Davis made a motion to adjourn into executive session to discuss a litigation issue. The second was made by Councilman Heath. **The motion carried unanimously**

After Executive Session, Councilwoman Davis made a motion to authorize a form to be used in connection with appeals of decisions of the Community Development Director and to include a fee of \$175 to be charged for appeals. The second was made by Councilman Heath. **The motion carried unanimously.**

**XII. Adjournment:**

Councilman Heath made a motion to adjourn. A second was provided by Councilwoman Davis. The meeting adjourned at 8:22 pm. **The motion carried unanimously.**

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Deannia Ray, City Clerk

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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.**

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Brenda B. James, City Clerk

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Mario Avery, Mayor



City of Fairburn  
Mayor and Council Meeting- Zoom  
April 11, 2022  
7:00 pm

- I. The meeting was called to order at 7:00 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 Gary Taylor with Open Word Christian Ministries.
- IV. The Pledge of Allegiance was presented by Dr. D'Avante' Parks.

Mayor Avery stated he had several items that he is looking into on the day-to day operations and wanted to give his first 90-day mark report to the public and the members of the legislative body. He stated that the assessments were being done by him and the city Administrator. Their goal is to simply improve our service levels.

- Determine efficiency and effectiveness of Leadership Team
- Assessing Public Safety for proper procurement, vehicle, and equipment for readiness
  - Purchase fire truck
  - Police Department nearly full staff
  - Reduction in crime rate
  - 8 new firefighters
  - Upgrade fire station
- Assessing procurements from 2018 to 2021 to determine if the items acquired were properly approved by City Council
- Hearing Policy to grant due process for vendors
- Acquiring and assessing facts and documentation regarding resident complaints on the homes built in Durham Lakes
- Assessing construction management services charged with ensuring efficient, effective, and quality work
- Addressing dangerously low staffing levels that have negatively impacted service levels
- Preparing scope of work/hiring Procurement Officer
- Technological Finance Budget Program
- Update travel policy



- Reopen City Hall May 2, 2022, with proper protocols in place except for Municipal Court
- First City wide Easter Egg Hunt scheduled April 12<sup>th</sup> from 6 to 8 pm
- Non-compliance status with the Federal EPD from 2020 to 2021

V. Adoption of the Agenda: Councilwoman Davis made a motion to adopt the agenda with the removal of item number 3 (Swim Lesson Services). The second was provided by Councilman Smallwood. **The motion carried unanimously.**

VI. Adoption of the Minutes:

February 28, 2022, Regular Meeting Minutes – Councilman Smallwood made a motion to approve the February 28, 2022, minutes with the second provided by Councilman Heath. Councilwoman Davis requested that discussions be summarized under each of these agenda items. Councilman Smallwood rescinded his first motion and provided a motion to hold the minutes. Councilwoman Davis provided the second. **The motion carried unanimously.**

March 28, 2022, Special Called Minutes – Item died for lack of a motion. **No Action Taken.**

March 28, 2022, Regular Meeting Minutes – Councilwoman Davis made a motion to approve the March 28<sup>th</sup> Regular Meeting Minutes with the second provided by Councilman Heath. **The motion carried unanimously.**

VII. Public Comments: No Public Comments.

VIII. Agenda Items

#### 1. **Mental Fitness, 21<sup>st</sup> Century Learning, Inc. Usage Agreement**

Chapin Payne, Director of Parks, and Recreation stated the purpose of this item is for Mayor and Council to review and approve the usage agreement for Mental Fitness, 21<sup>st</sup> Century Learning Inc., for the 2022 summer camp program. She stated since we are at the six-year mark, the plan is to prepare a request for proposal in the future to see which vendors will work best for the City of Fairburn.

Councilman Heath made a motion to approve the usage agreement for Mental Fitness, 21<sup>st</sup> Century Learning, Inc. Summer Camp Program with the second provided by Mayor Pro Tem Portis-Jones.

Councilwoman Davis wanted to know the square footage of the space they were renting.

Ms. Payne broke down the rental rates of the spaces that are included in the contract; \$1,440 for the Youth Center, \$500 for the Education Campus and \$400 for supplies. She explained that these amounts were generated by our approved fee schedule not by square footage and would need Mr. Harvey Stokes provide the square footage.

Councilman Whitmore stated in the past when a Council person had a project, the department head and now city administrator would share the things they are trying to do with



the Councilperson. He stated this vendor is a nonprofit vendor who pays the city for the use of the building and has been very proactive in keeping up with the mandates he put in place to make sure the rates were to remain low so that families that could afford to send their kids to such a high-level program.

Councilman Whitmore stated this is the only contract that the City had in place during COVID where the vendor was still paying rent but not utilizing the facility because we could not allow children to go in the facility. In June of 2021, we allowed children back in the facility at half capacity, and he still paid rent. There were grants and contributions made to this entity, so he could offer scholarships for those who could not afford to pay. He finds it offensive that rent is going from \$800 to \$2340. He stated this vendor was buying his own supplies and putting them in the building and they were being used by staff, but we are charging him \$400 for supplies. He stated when you have a program that is as important as this where parents have verbalized how great of a program this is for the city and now it looks like they are trying to push the program out of the city. He would like to see this item come back to the table for discussion and to be fair, they have been here for six years.

Mayor Pro Tem stated for the record to Councilman Whitmore and everyone, that they should stick to the facts and issues of the contract and not make comments regarding personal issues they might have.

Ms. Payne stated this is the reason we want to do a RFP. When Mental Fitness first started, the rates were \$90 a week and now this summer the rates are \$150 per week. This is a \$3,600 increase. Typically, for recreation departments and partnerships with vendors, there is a percentage split of either 70/30, 80/20 or 60/40. Right now, we are receiving 6.5%.

City Administrator, Tony Phillips stated as it relates to how this item ended up on tonight's agenda, this item was routed to the City Attorney prior to getting on the agenda. He didn't approach operational items as belonging to one Councilmember or another. If it is a city agreement, he would forward it to Council for their direction to approve or not, but he did not know this was Councilman Whitmore's program and did not approach it that way. He has managed Parks and Recreation for a number of years and the standard is referenced about 80/20 normally being best practice and is consistent across most agencies.

Mr. Phillips recognized the room for negotiations since we are only receiving 6% of the revenue being generated by this program. He stated they have done a good job and may be the best fit, but it is also a due diligence practice to periodically conduct a RFP. There are many programs in the metro Atlanta area, so we want to make sure that we are providing the best services for the residents of Fairburn and if Mental Fitness is that option, we certainly, want to continue that. But we also need to see what other programs are available and what other options we may need to consider.

Mr. Phillips stated he would have recommended amending those agreements if we were ever shut down and shelter in place. He would not suggest having a vendor pay for a space they were not occupying. He was not sure how they unfolded this with the prior administration. The Mental Fitness Usage Agreement is well within best practices for Parks and Recreation agencies. He stated he would be happy to take Council's direction if they need to have more negotiation.



Councilman Whitmore stated that he brought the STEAM Program to the City and when Mayor Pro Tem Portis-Jones had her program, she stayed in touch with it. We are not talking operational; we are talking about consideration when you are looking at doing something different. It took a lot of time inventing this nonprofit organization and he just wants to be fair and equitable and present an argument to show that he appreciates everything that has been done on this vendor's part to keep the pricing low so that we can have our students, citizens, kids come and participate in the program

Mayor Avery stated the intent is not to second guess Mr. Childs; he does a great job And he will attest to that. Being in professional procurement, he is a firm believer that periodically, somewhere between 5 to 7 years, the competition has too at least be given an opportunity to bid, they cannot corner the market. This is a procurement policy and believes that opens the door of fairness.

Mayor Avery stated why Mr. Childs was paying rent in the middle of a pandemic is a question Councilman Whitmore should be asking Mayor Hurst. He would have never had a person paying for services they were not using, that is a disservice to him as a business owner.

Mayor Pro Tem Portis-Jones stated that best practices also states that performance evaluations should be part of contracts and she would like that put in place.

Councilman Whitmore made a substitute motion to bring this item back for further discussion and the second was made by Councilman Smallwood. Councilmembers Heath, Whitmore, Smallwood, and Portis-Jones voted yes. Councilmembers Davis and Pallend voted no. **Motion Passed.**

## **2. Usage Agreement for Youth Center Parking**

Councilwoman Davis made a motion to approve the Usage Agreement for Youth Center Parking and the second was provided by Councilman Heath. **The motion carried unanimously.**

Mayor Pro Tem Portis-Jones asked for more clarification on overnight parking. She also asked if Fairburn was subcontracting for overnight parking.

Ms. Payne stated the only vehicles parked overnight are two mental fitness vans which are used for transportation for after school and summer camp as well as Fulton County School Police vehicles, because there was an overflow at the Police Department building. It has been an issue clearing out the parking lot when we have noticed cars parked there overnight or for a substantial amount of time, and the Police Department is helping us with this.

## **IX. City Administrator's Update:**

Mr. Tony Phillips provided the City Administrators report advising Council as well as the citizens who are viewing this evening's meeting, that the Mayor has requested the City Attorney conduct a comprehensive review of the concerns of homeowners related to various properties built by Marmos Properties in the Durham Lakes community. To conduct a complete and thorough investigation, the City Attorney is reviewing voluminous documents and all related City Ordinances and Georgia Laws related to the building process for the subject homes. Once

those files have been reviewed and analyzed, the City Attorney will interview homeowners, City staff, and any building professionals involved in the construction of the subject homes.

A legal opinion will be delivered to the governing body for purposes of advising the City on the path forward to help the homeowners address these critical concerns. The health and safety of our residents is a top priority of Mayor and Council. Please be assured that we are working diligently to facilitate a resolution of these issues at the earliest opportunity and will provide an update as soon as one is available.

**X. Council Comments:**

Councilman Whitmore had no comments.

Mayor Pro-Tem Portis Jones had no comments.

Councilman Smallwood had no comments.

Councilman Heath had no comments.

Councilwoman Davis had no comments.

Councilman Pallend had no comments.

**XI. Executive Session**

Councilman Heath made a motion to go into executive session at 8:02 pm to discuss litigation, the second was provided by Councilman Whitmore. **The motion carried unanimously.**

**XII. Adjournment:**

After Executive Session, Councilwoman Davis made a motion to adjourn with Mayor Pro Tem Portis-Jones providing the second. The meeting adjourned at 8:54 pm. **The motion carried unanimously.**

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Brenda B. James, City Clerk

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Mario Avery, Mayor





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: 2022 LIABILITY AND PROPERTY INSURANCE IN THE AMOUNT OF \$407,360.00**

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

**Submitted: 04/18/22**

**Council Meeting: 04/25/2022**

**DEPARTMENT:** Administration

**BUDGET IMPACT:** \$407,360.00 ( 7.31)% increase from 2021 Insurance Update)

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**PURPOSE:** For Mayor and Council to approve the 2022 – 2023 property and liability insurance agreement.

**HISTORY:** The City of Fairburn is required to have liability and property insurance. The 2021-2022 premium was \$379,601.

**FACTS AND ISSUES:** The City uses Tanner, Ballew and Maloof, Inc. (TBM) as their insurance broker. Travelers again provided this year's best quote for property and liability insurance, Law Enforcement Liability, Public Entity Management, and Employment Practices.

**RECOMMENDED ACTION:** Coverage is currently in place for the 2021 – 2022 policy year. Staff recommends that the City Council authorize Mayor Avery to direct Tanner, Ballew and Maloof, Inc. to maintain property and liability coverage with Travelers effective May 1, 2022, for an estimated annual premium of \$407,360.00 and to also execute all documents necessary to bind coverage for the 2022 – 2023 policy year.

  
\_\_\_\_\_  
Tony M. Phillips, City Administrator



# INSURANCE PROPOSAL

Prepared for City of Fairburn

April 19, 2022

**Presented By:**

Stephen M. Maloof, ARM

**Effective Date:**

May 1, 2022 to May 1, 2023



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## ANNUAL REVIEW SUMMARY

Proposal for City of Fairburn

COVERAGE	PREMIUM 2021-2022	PREMIUM 2022-2023	SUMMARY OF CHANGES - REMARKS		
			DESCRIPTION OF CHANGES	2021 EXPOSURES	2022 EXPOSURES
Commercial Property	\$46,872	\$49,109	Building & Contents Limit	\$29,338,733	\$30,487,431
Business Income/Extra Expense	Included	Included	Limit	\$1,000,000	\$1,000,000
Commercial Crime	\$2,709	\$2,709	Limit	\$500,000	\$500,000
Inland Marine	\$3,640	\$3,744	Contractors Equipment Scheduled Property	\$1,475,482	\$1,475,482
General Liability	\$52,634	\$52,166	Revenues	\$57,137,278	\$59,623,418
Employee Benefits Liability	\$381	\$381	# of Employees	166	160
Law Enforcement Liability	\$48,572	\$64,210	# of Officers	43	45
Public Entity Management Liability	\$17,164	\$21,087	Revenues	\$57,137,278	\$59,623,418
Employment Practices Liability	\$21,524	\$27,114			
Commercial Auto	\$110,123	\$123,650	# of Vehicles	120	115
Umbrella	\$63,413	\$63,190	Limit	\$5,000,000	\$5,000,000
Cyber Liability	\$12,569	TBD	Limit	\$1,000,000	\$1,000,000
"Going In" Annual Cost	\$379,601	\$407,360			



COVERAGE	LIMIT	DEDUCTIBLE
Blanket Buildings and Contents	\$27,885,794	\$2,500
Specified Building and Contents*	\$2,551,637	\$2,500
Personal Property of Others	\$50,000	\$2,500
Electronic Data Processing	Included	\$2,500
Equipment Breakdown	Included	\$2,500
Artificial Turf** (Named Perils)	\$1,000,000	\$10,000
Flood***	\$4,000,000	\$25,000
Earthquake	\$4,000,000	\$25,000
Coinsurance	None	

## Description of Coverage

Insures your property against all risk of direct physical loss. Subject to policy terms, conditions and exclusions.

\*The following locations are not included in the blanket building limit. Specific limits and/or deductibles are applied as follows:

- 7 West Broad Street, Fairburn GA 30213 - \$572,000 building limit; \$104,000 contents limit
- 30 West Broad Street, Fairburn GA 30212 - \$572,000 building limit; \$104,000 contents limit
- 8563 Bohannon Road, Fairburn GA 30213 - \$165,000 building limit; \$25,000 deductible
- 45 East Broad Street, Fairburn GA 30213 - \$878,637 building limit; \$156,000 contents limit

\*\*Artificial Turf Named Perils are Fire, Lightening, Explosion, Windstorm/Hail, Smoke, Aircraft/Vehicles, Riot, Civil Commotion, Vandalism, Sinkhole Collapse, Volcanic action, Weight of Snow, Ice or Sleet. Applies to the following location:

- 6000 Rivertown Road, Fairburn GA 30213

\*\*\*Flood applies to all locations except:

- Cora Robinson Park – Playground Equipment

ADDITIONAL COVERAGE	LIMIT
Accounts Receivable - At all Described Premises	\$250,000
Accounts Receivable - In Transit or At Undescribed Premises	\$25,000
Appurtenant Buildings & Structures	\$100,000
Claim Data Expense	\$25,000
Confiscated Property	\$100,000
Covered Leasehold Interest	Up to \$100,000
Debris Removal (Additional Limit)	\$250,000
Duplicate Electronic Data Processing Data & Media	\$50,000
Emergency Portable Equipment	\$40,000
Employee Tools (\$2,500 any one item)	\$25,000
Expediting Expenses	\$25,000
Extra Expense	\$25,000
Fine Arts - At all Described Premises	\$50,000
Fine Arts - In Transit	\$25,000
Fire Department Service Charge	Included
Fire Protective Equipment Discharge	Included
Green Building Alternatives - Increased Cost	\$100,000
Green Building Reengineering and Recertification Expense	\$25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot	\$25,000
Loss of Master Key	\$25,000
Newly Constructed or Acquired Property - Buildings	\$2,000,000
Newly Constructed or Acquired Property - Contents	\$1,000,000
Newly Constructed or Acquired Property - Business Income	\$500,000
Non-Owned Detached Trailers	\$25,000
Ordinance or Law	\$250,000



ADDITIONAL COVERAGE	LIMIT
Outdoor Property (\$2,500 any one tree, shrub or plant)	\$25,000
Outdoor Signs - At all Described Premises	\$100,000
Outdoor Signs - At Undescribed Premises	\$5,000
Personal Effects	\$25,000
Personal Property - At Premises Outside Coverage Territory	\$50,000
Personal Property - In Transit Outside Coverage Territory	\$25,000
Pollutant Cleanup and Removal - Annual Aggregate	\$100,000
Preservation of Property - Expenses to Move/Temp Storage	\$250,000
Preservation of Property - Direct Loss to Moved Property	Included
Reward Coverage - 25% of covered loss	Up to \$25,000
Spoilage Coverage	\$250,000
Stadium Lights - Each Item	\$10,000
Stadium Lights - Maximum per Occurrence	\$113,000
Stored Water	\$25,000
Theft Damage to Rented Property	Included
Undamaged Part of Stock in Process	\$50,000
Utility Services - Direct Damage (\$2,500 deductible)	\$500,000
Valuable Papers (Cost of Research) - All at Described Premises	\$250,000
Valuable Papers (Cost of Research) - All Undescribed Premises	\$25,000
Water or Other Substance Loss - Tear Out/Replace Expense	Included

STATEMENT OF VALUES   2022-2023 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
1	19 East Broad Street Fairburn, GA 30213 <b>Fire Station #1</b>	\$ 1,087,657	\$ 676,836	\$ 11,865	\$ -	\$1,776,358
2	56 Malone Street Fairburn, GA 30213 <b>City Hall</b>	\$ 794,939	\$ 218,400	\$ 504,035	\$ 1,000,000	\$2,517,374
3	191 Southwest Broad Fairburn, GA 30213 <b>Police Department</b>	\$ 952,853	\$ 225,472	\$ 350,000	\$ -	\$1,528,325
4	26 West Campbellton Street Fairburn, GA 30213 <b>Fairburn Exchange</b>	\$ 794,939	\$ 52,000	\$ 50,000	\$ -	\$896,939
5	102 Howell Avenue Fairburn, GA 30213 <b>Public Works Garage</b>	\$ 157,740	\$ 850,000	\$ 5,000	\$ -	\$1,012,740
6	102 Howell Avenue Fairburn, GA 30213 <b>Public Works Shed</b>	\$ 61,050	\$ 21,000	\$ -	\$ -	\$82,050
7	7 West Broad Street Fairburn, GA 30213 <b>Passenger Depot</b>	\$ 572,000	\$ 104,000	\$ -	\$ -	\$676,000
8	30 West Broad Street Fairburn, GA 30213 <b>Freight Depot</b>	\$ 572,000	\$ 104,000	\$ -	\$ -	\$676,000
9	40 Washington Street Fairburn, GA 30213 <b>Annex</b>	\$ 130,000	\$ 20,000	\$ -	\$ -	\$150,000
10	106 Howell Avenue Fairburn, GA 30213 <b>Utilities Department</b>	\$ 359,902	\$ 728,000	\$ 400,000	\$ -	\$1,487,902
11	106 Howell Avenue Fairburn, GA 30213 <b>Utilities Shed I</b>	\$ 35,750	\$ 35,000	\$ -	\$ -	\$70,750
12	106 Howell Avenue Fairburn, GA 30213 <b>Utilities Shed II</b>	\$ 75,790	\$ 50,000	\$ -	\$ -	\$125,790
13	8563 Bohannon Road Fairburn, GA 30213 <b>House &amp; 300 Acres of Land</b>	\$ 165,000	\$ -	\$ -	\$ -	\$165,000
14	149 West Broad Street Fairburn, GA 30213 <b>Youth Center</b>	\$ 1,434,917	\$ 111,659	\$ -	\$ -	\$1,546,576
14A	149 West Broad Street Fairburn, GA 30213 <b>Fire Station #2</b>	\$ 732,231	\$ 319,862		\$ -	\$1,052,093
15	45 East Broad Fairburn, GA 30213 <b>Old Campbell</b>	\$ 878,637	\$ 156,000		\$ -	\$1,034,637



## LOCATION SCHEDULE

Proposal for City of Fairburn

STATEMENT OF VALUES   2022-2023 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
16	326 West Broad Street Fairburn, GA 30213 <b>College Campus</b>				\$ -	\$0
17	334 West Broad Street Fairburn, GA 30213 <b>Classroom #1</b>	\$ 2,528,221	\$ -	\$ -	\$ -	\$2,528,221
18	310 West Broad Street Fairburn, GA 30213 <b>Retail South</b>	\$ 312,000	\$ -	\$ -	\$ -	\$312,000
19	314 West Broad Street Fairburn, GA 30213 <b>Classroom #2</b>	\$ 2,457,841	\$ -	\$ -	\$ -	\$2,457,841
20	320 West Broad Street Fairburn, GA 30213 <b>Admin Building</b>	\$ 2,197,361	\$ -	\$ -	\$ -	\$2,197,361
21	330 West Broad Street Fairburn, GA 30213 <b>Retail North</b>	\$ 312,000	\$ -	\$ -	\$ -	\$312,000
22	268 West Broad Street Fairburn, GA 30213 (Land only)	\$ -	\$ -	\$ -	\$ -	\$0
23	164 W Washington Street Fairburn, GA 30213 (Land Only)	\$ -	\$ -	\$ -	\$ -	\$0
24	15 West Broad Street Fairburn, GA 30213 <b>Stage</b>	\$ 1,768,000	\$ -	\$ -	\$ -	\$1,768,000
25	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213	\$ -	\$ -	\$ -	\$ -	\$0
25A	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Concession Stands (2)</b>	\$ 200,000	\$ -	\$ -	\$ -	\$200,000
25B	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Pavilions - Picnic Shelters (3)</b>	\$ 80,800	\$ -	\$ -	\$ -	\$80,800
25C	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Dugouts (14)</b>	\$ 42,000	\$ -	\$ -	\$ -	\$42,000
25D	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Outdoor Tennis Courts (2)</b>	\$ 125,000	\$ -	\$ -	\$ -	\$125,000

## LOCATION SCHEDULE

Proposal for City of Fairburn

STATEMENT OF VALUES   2022-2023 RENEWAL						
#	DESCRIPTION & LOCATION OF PROPERTY	BUILDING	CONTENTS	EDP EQUIPMENT	BUSINESS INCOME/ EXTRA EXPENSE	TOTAL VALUES
25E	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Outdoor Basketball Courts (2)</b>	\$ 100,000	\$ -	\$ -	\$ -	\$100,000
25F	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Athletic Field Lights (51)</b>	\$ 113,000	\$ -	\$ -	\$ -	\$113,000
25G	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Artificial Turf</b>	\$ 1,000,000	\$ -	\$ -	\$ -	\$1,000,000
25H	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Playground Equipment</b>	\$ 95,000	\$ -	\$ -	\$ -	\$95,000
25I	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Playground Restrooms</b>	\$ 125,000	\$ -	\$ -	\$ -	\$125,000
25J	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Football Press Box</b>	\$ 125,000	\$ -	\$ -	\$ -	\$125,000
25K	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Football Concession / Restrooms</b>	\$ 325,000	\$ -	\$ -	\$ -	\$325,000
25L	Clarence E. Duncan Memorial Park 6000 Rivertown Road Fairburn, GA 30213 <b>Pool and Equipment (Furnitures &amp; Fixtures)</b>	\$ 1,040,000	\$ 104,000	\$ -	\$ -	\$1,144,000
26	5 West Broad Street Fairburn, GA 30213 <b>Deck</b>	\$ 150,000	\$ -	\$ -	\$ -	\$150,000
27	336 West Broad Street Fairburn, GA 30213 <b>Classroom #3</b>	\$ 3,309,526	\$ -	\$ -	\$ -	\$3,309,526
28	Cora Robinson Park Corner of Aderhold Street & Dobbs St Fairburn, GA 30213 <b>Playground Equipment</b>	\$ 89,148	\$ -	\$ -	\$ -	\$89,148
29	Corner of State Route 29 & Hwy 138 Fairburn, GA 30213 <b>Gateway Monument Signs</b>	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
<b>TOTAL</b>		<b>\$25,400,302</b>	<b>\$3,776,229</b>	<b>\$1,320,900</b>	<b>\$1,000,000</b>	<b>\$31,497,431</b>





## BUSINESS INCOME / EXTRA EXPENSE

Proposal for City of Fairburn

COVERAGE	LIMIT	WAITING PERIOD
Business Income / Extra Expense	\$1,000,000	72 Hours
Coinsurance	None	

### Description of Coverage

**Business Income** provides coverage to reimburse you for your loss of income when your business is forced to close, either totally or partially, due to a covered cause of loss up to the limit stated above. The coinsurance clause will apply unless suspended.

**Extra Expense** provides coverage for extra expenses you may incur "during the period of restoration" that would not have been incurred if there had been no direct physical loss or damage to property.

Subject to policy terms, conditions and exclusions.

COVERAGE	LIMIT	DEDUCTIBLE
Employee Dishonesty	\$500,000	\$2,500
Depositors Forgery	\$500,000	\$2,500
Loss Inside the Premises	\$500,000	\$2,500
Loss Outside the Premises	\$500,000	\$2,500
Computer Fraud	\$500,000	\$2,500
Money Orders and Counterfeit Papers	\$500,000	\$2,500

### Description of Coverage

**Employee Dishonesty** – covers money, securities, merchandise and other business property losses arising from the dishonest acts of employees

**Depositors Forgery** – protects your bank account against loss by forgers or alteration of outgoing checks, drafts or notes

**Loss Inside the Premises** – covers theft, destruction or disappearance of money or securities within your premises or banking premises

**Loss Outside the Premises** – covers theft, destruction or disappearance of money or securities outside your premises in the care and custody of a messenger

**Computer Fraud** – insures against loss of money, securities and property other than money and securities by “computer fraud” defined as theft of property following and directly related to the use of any computer to fraudulently cause a transfer of property from inside the premises or banking premises to a person or place outside those premises

**Money Orders and Counterfeit Papers** – acceptance of any money order that is not paid upon presentation and counterfeit United States or Canadian paper currency that is acquired during the regular course of business

Subject to policy terms, conditions and exclusions



## CONTRACTORS' EQUIPMENT

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Emergency Portable Equipment	\$300,134	\$1,000
Contractor's Equipment	\$1,175,348	\$1,000
Leased or Rented Items (per Item)	\$50,000	\$1,000
Unschedule Equipment (\$5K per item max)	\$40,000	\$1,000
Newly Acquired Contractors Equipment	\$250,000	\$1,000
Rental Expense	\$5,000	\$1,000
Loss to Any One Replacement Item	\$100,000	\$1,000
Flood	Included	\$25,000
Earth Movement	Included	\$25,000
Coinsurance	None	
Valuation	Actual Cash Value	

### Description of Coverage

Provides coverage for equipment, including equipment that leaves the premises, damaged or destroyed due to a covered cause of loss. Subject to policy terms, conditions and exclusions.

## EQUIPMENT SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	DESCRIPTION	DEPARTMENT	COST NEW
<b>CONTRACTORS EQUIPMENT</b>					
1	1997	John Deere 310SE	Tractor, Backhoe	Water	\$45,000
2	1994	LeRoi 185	Trailer, Air Compressor	Water	\$16,000
3	1997	Water Jet FR200	Water Jet	Water	\$22,000
4	1990	Robotic Rodder	Robotic Rodder	Water	\$16,000
5	1993	John Deere 310D	Tractor, Backhoe	Water	\$60,000
6	2015		6 Smart Covers	Water	\$33,478
7	2015		Sewer Camera	Water	\$9,700
8	2017		Sewer Camera	Water	\$74,146
9	2009	Yanmar V1045-5	Excavator	Electric	\$35,810
10	1976	Ford 3600	Tractor	Electric	\$10,000
11	2004	Ditch Witch 3700DD	Tractor	Electric	\$80,000
12			Diesel Generator	Electric	\$506,416
13	1997	Better Built	Utility Trailer	Electric	\$20,000
14	2011	Vermeer	Pole Trailer	Electric	\$16,125
15	2015	Vermeer	Trenching Tractor	Electric	\$62,500
16		Suzuki	ATV	Police	\$1,000
17		Gym Equipment		Recreation	\$19,207
18		Basketball goals		Recreation	\$10,396
19		Argus	Storm Image Camera	Public Works	\$7,180
20		John Deere	Turf Mower	Public Works	\$17,477
21	2015	Weather Siren		Fire	\$12,851
22	1999	Vermeer	BC 1800A	Street	\$32,000
23		Massey Ferguson 1240	Tractor	Street	\$12,000
24		Leeboy 300-1		Street	\$8,000
25	2014	Vermeer, BC1500	Chipper	Street	\$10,000
26		S630	S630A71STD	Street	\$34,048
27		74	74" CI Bucket w/Teeth	Street	\$1,003
28		74IG	74" Industrial Grapple	Street	\$3,011
<b>EMERGENCY EQUIPMENT</b>					
29		(20) Motorola APX6000 700/800 Model 2.5	Portable Radio	Police	\$45,390
30		(20) AES Encryption	Portable Radio-Accessory	Police	\$7,125
31		(20) 3Y Essential Service	Portable Radio-Accessory	Police	\$2,200
32		(20) Astro digital CAI Operation	Portable Radio-Accessory	Police	\$7,725
33		(20) TMDA Operation	Portable Radio-Accessory	Police	\$6,750
34		(20) Smartzone Operation	Portable Radio-Accessory	Police	\$18,000
35		(20) P25 99600 Baud trunking	Portable Radio-Accessory	Police	\$4,500
36		(20) Motorola Battery pack	Portable Radio-Accessory	Police	\$2,480
37		(20) Motorola Plus RSM 3.5 MM	Portable Radio-Accessory	Police	\$1,520
38		(20) Motorola Charger Single Unit	Portable Radio-Accessory	Police	\$2,400
39		(20) Motorola Carry Case	Portable Radio-Accessory	Police	\$1,144
40		Emergency Portable Equipment			\$40,000
41	2019	Lifepak monitors			\$60,000
42		Lifepak 15s			\$90,000
43		Lifepak 1000s			\$10,900
<b>TOTAL</b>					<b>\$1,475,482</b>





## PUBLIC ENTITY GENERAL LIABILITY

Proposal for City of Fairburn

COVERAGE	LIMIT
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury & Advertising Injury	\$1,000,000
Tenants Fire Legal Liability	\$100,000
Medical Payments	Excluded
Abuse or Molestation	
Each Offense	\$1,000,000
Aggregate	\$1,000,000
Limited Pollution Coverage	Included
Sewage Back-Up	\$1,000,000
Failure to Supply Services	\$1,000,000
Employee Benefits Liability (Retro Date: 5/1/1988)	
Aggregate	\$3,000,000
Per Claim	\$1,000,000
Deductible	\$1,000

### Description of Coverage

Provides coverage for damages due to bodily injury and property damage caused by an occurrence during the policy period that you become legally obligated to pay. Subject to policy terms, conditions and exclusions.

Defense costs are in addition to the Limit of Liability

Including:

- Blanket Additional Insureds – As Required By Written Contract
- Blanket Waiver of Subrogation – As Required By Written Contract
- Punitive Damages Where Allowable By Law

Definition of Insured's includes: Public Entities, Owners, Managers or Lessors of Premises, Elected or Appointed Officials, Lessors of Equipment, Board Members, Watercraft Users, Employees and Volunteer Workers

Exclusions of Coverage (including but not limited to)

- Pollution Liability
- Asbestos Liability
- Employment Practices Liability
- EFIS/Stucco
- Nuclear Liability
- War Liability

Not Subject to Audit



## LAW ENFORCEMENT LIABILITY

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$10,000
Aggregate	\$2,000,000	

### Description of Coverage

Provides coverage for the premises and operations exposures and the professional liability of law enforcement agencies. Covers amounts any protected person is legally required to pay as damages for the covered injury or damages that result from the conduct of law enforcement duties and is caused by a wrongful act including but not limited to:

- Bodily Injury, Personal Injury or Property Damage
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of Mace, Pepper Spray or Tear Gas
- Mental Anguish, Emotional Distress, Humiliation
- Mutual Aid Agreements
- Violation of Civil Rights protected under any Federal, State or Local Law

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$10,000
Aggregate	\$2,000,000	
Non-Monetary Injunctive Relief	\$10,000	10%
Key Employee Coverage	\$25,000	10%
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	9/1/1988	

### Description of Coverage

Provides coverage for damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties and is caused by a wrongful act. This policy specifically protects officers and professionals of the City for Errors and Omissions committed while performing duties for the City.

Non-Monetary Injunctive Relief covers costs and expenses to comply with an order, judgment or award of injunctive or other equitable relief.

Key Employee coverage covers special expenses related to the replacement of key employees in the event of death or medically confirmed situation that results in the resignation or retirement.





## PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Each Claim	\$1,000,000	\$15,000
Aggregate	\$2,000,000	
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	9/1/1988	

### Description of Coverage

Provides liability insurance which covers the insured organization, its directors and officers, and often, all employees for liability arising out of various employment related offenses alleged to have been committed against its employees, such as wrongful termination, discrimination and sexual harassment.

Wrongful Employment – provides insurance covering the insured organization, its directors and officers and employees for liability arising out of wrongful employment practices or third-party discrimination. Written on a Claims-Made basis.

Subject to policy terms, conditions and exclusions

COVERAGE	SYMBOL	LIMIT	DEDUCTIBLE
Liability - Combined Single Limit	1	\$1,000,000	
Uninsured / Underinsured Motorists - Added on to / Reduced by At Fault	2	\$100,000	
Medical Payments - Each Person	2	\$5,000	
Physical Damage	10*	Please see attached Automobile Schedule	
Hired Physical Damage	8	Actual Cash Vaue	Comprehensive \$1,000
			Collision \$1,000
*For more information regarding Automobile Ratings, please see Insurance Definitions page.			

### Description of Coverage

**Liability** protects your business in the event of an accident or injury involving your vehicles and your employees while driving owned vehicles. **Non-owned Coverage** protects you should an employee be involved in an accident while on company business while driving a vehicle not owned by you. **Hired Car Coverage** responds to accidents involving a rented vehicle or vehicle leased for less than one year.

**Uninsured / Underinsured Motorists** provides coverage for your damages and injuries caused by another driver who does not have any insurance or does not have enough insurance to coverage your damages or injuries. Under the new law, effective January 1, 2009, you have two coverage options:

- Added on to At-Fault – allows you to collect the limits from the at-fault driver's policy PLUS the limit of your policy, up to the loss limit or coverage limit (whichever comes first) with no reduction of limits
- Reduced by At-Fault – reduces your Underinsured limit by the amount paid by the at-fault driver's insurance. This is the coverage your have carried in the past.

#### Physical Damage

- Hired Car Physical Damage provides Comprehensive and Collision coverage for vehicles hired that are used in your business.





## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYS DAMAGE
<b>AUTO SCHEDULE</b>					
1	2017	Ford Explorer	1FM5K8B80HGC78087	City Engineer	Y
2	2018	GMC Acadia	1GKKNLLA8JZ192026	Electric	Y
3	1986	Ford F-350 4x4	1FTHF36H1GNA38947	Electric	N
4	2005	Ford F-150 Super Cab	1FTRX12WX5NB80611	Electric	Y
5	2005	Ford F-150 Super Cab	1FTYR10U54PA50312	Electric	Y
6	2004	Ford Ranger	1HTMMAAL7BH394270	Electric	Y
7	2011	International 4300 Versalift	1FDAF56F2YEA71609	Electric	N
8	2000	Ford F-550	1GBP7C1C95F530867	Electric	Y
9	2005	ALTEC D2050TR	1FVACXDT8GHHG1270	Electric	Y
10	2016	Freightliner	3ALHCYFE5KDKK7338	Electric	Y
11	2019	Freightliner M2-106	1FT7W2B66FEA88462	Electric	Y
12	2015	Ford F-250	1FT8W3B65FEB32364	Electric	Y
13	2015	Ford F-350	1FTYR19058PB02351	Electric	Y
14	2008	Ford Ranger	1FM5K8B80HGC78087	Police / Code Enforcement	Y
15	2006	Ford Expedition	1FT7W2B69HEB61861	Fire	Y
16	2017	Ford F-250	1FT7W2B69FEA70649	Fire	Y
17	2015	Ford F-250	1GNLC2E07DR289783	Fire	Y
18	2007	Ford F-150	2B3KA43H88H138683	Police	Y
19	2013	Chevy Tahoe	1FT7W2A64FED29999	Fire	Y
20	2008	Dodge Charger	1FM5K7B84FGC51420	Fire	Y
21	2015	Ford F-250	4P1CD01H66A006000	Fire	Y
22	2015	Ford Explorer	4P1CD01H37A007039	Fire	Y
23	1992	International 3000 SERIES 38 (6 CYL)	4P1CV01H87A007258	Fire	Y
24	1992	E-ONE 4900 4X2 FIRE TRUCK	1FDXE4FP4ADA01945	Fire	Y
25	2006	Pierce Pumper, Dash (R) Series DDC Series 60, 14' OL FIRE TRUCK	1FDLF47F1VEB42621	Fire	Y
26	2007	Pierce Ladder Truck	1GNLCDEC3KR286902	Fire	Y
27	2008	Pierce Velocity Fire Truck	4P1BAAHFXLA020900	Fire	Y
28	2010	Ford E-450	1GDM8C1A68F407568	Fire	Y
29	1997	Ford F-Super Duty	1FTRX12W37NA40743	Fire	Y
30	2019	Chev Tahoe	4P1CA01D0CA013168	Fire	Y
31	2020	Pierce Saber	1FTEX1CG3JFB05811	Parks and Recreation	Y
32	2008	GMC C8500 Altec Bucket Truck	2G1WA5E35E1174271	Planning & Zoning	Y
33	2007	Ford F-150	1FTEX1CM9CFD01714	Police / Code Enforcement	Y
34	2018	Ford F150 XL	1FMCU0G93GUB00422	Police	Y
35	2014	Chev Impala Silver	1FM5K8AR8FGA21217	Police	Y



## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYS DAMAGE
<b>AUTO SCHEDULE</b>					
36	2012	Ford F-150	1FTRF18L0XNA90452	Police	N
37	2016	Ford Escape	1GNLC2E05CR190720	Police	Y
38	2001	Ford E350	2C3CDXAT0CH230922	Police	Y
39	2015	Ford Explorer PI SUV	2C3CDXAT2CH230923	Police	Y
40	1999	Ford F-150 4x4	2C3CDXAT2DH642809	Police	Y
41	2012	Chev Tahoe	2C3CDXAT2EH223957	Police	Y
42	2012	Dodge Charger	2C3CDXAT2EH223960	Police	Y
43	2013	Dodge Charger	2C3CDXAT4EH223958	Police	Y
44	2014	Dodge Charger	2C3CDXAT6CH230925	Police	Y
45	2012	Dodge Charger	2C3CDXAT7DH642806	Police	Y
46	2013	Dodge Charger	2C3CDXAT8EH208184	Police	Y
47	2014	Dodge Charger	2C3CDXAT9DH642807	Police	Y
48	2014	Dodge Charger	2C3CDXAT9EH223955	Police	Y
49	2012	Dodge Charger	2FAFP71V38X141379	Police	Y
50	2014	Dodge Charger	2FAFP71W26X143596	Police	Y
51	2012	Dodge Charger	3FAHP0HG8CR342693	Police	Y
52	2013	Dodge Charger	3FAHP0HG0BR275408	Police	Y
53	2014	Dodge Charger	3FAHP0HG2BR275409	Police	Y
54	2013	Dodge Charger	1FM5K8AR5GGA02108	Police	Y
55	2014	Dodge Charger	1FM5K8AR7GGA02109	Police	Y
56	2008	Ford Crown Victoria	1FM5K8AR3GGA02107	Police	Y
57	2008	Ford Crown Victoria	2C3CDXKT9GH304309	Police	Y
58	2008	Ford Crown Victoria	2C3CDXKT5GH304310	Police	Y
59	2005	Ford Crown Victoria	1FM5K8AR8HGD59848	Police	Y
60	2006	Ford Crown Victoria	1FM5K8AR8KGA62859	Police	Y
61	2005	Ford Crown Victoria	1FM5K8AR4KGA62860	Police	Y
62	2012	Ford Fusion	1FM5K8AR8JGC43992	Police	Y
63	2011	Ford Fusion	1FM5K8AR6JGC43991	Police	Y
64	2011	Ford Fusion	1GNLCDEC6KR219128	Police	Y
65	2011	Ford Fusion	2C3CDXBG8KH622191	Police	Y
66	2016	Ford Explorer	2C3CDXAG5LH147926	Police	Y
67	2016	Ford Explorer	2C3CDXAG7LH147927	Police	Y
68	2016	Ford Explorer	1FM5K8ABXMGA19470	Police	Y
69	2016	Dodge Charger	1FM5K8AB3MGA19472	Police	Y
70	2016	Dodge Charger	1FM5K8ABXMGA19467	Police	Y





## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYS DAMAGE
<b>AUTO SCHEDULE</b>					
71	2017	Ford Explorer	2FAFP71V88X141376	Police	Y
72	2019	Ford Explorer	1FM5K8AB1LGC51485	Police	Y
73	2019	Ford Explorer	1FM5K8ABXLGC51484	Police	Y
74	2018	Ford Explorer PI Utility	1GNLDEC2LR300788	Police	Y
75	2018	Ford Explorer Police AWD	2C3CDXKT9FH903208	Police	Y
76	2019	Chevrolet Tahoe	2C3CDXKT0FH903209	Police	Y
77	2019	Dodge Charger	2B3AA4CT9AH304523	Police	Y
78	2020	Dodge Charger	2C3CDXAT3CH282657	Police	Y
79	2020	Dodge Charger	1FM5K8AB1MGB83478	Police	Y
80	2021	Ford Explorer	1FM5K8AB3MGB83479	Police	Y
81	2021	Ford Explorer	1FM5K8ABXMGB83480	Police	Y
82	2021	Ford Explorer	1FM5K8AB1MGB83481	Police	Y
83	2008	Ford Crown Victoria	1FM5K8AB3MGB83482	Police	Y
84	2006	Ford Crown Victoria	1FM5K8ABXNGA00208	Police	Y
85	2020	Ford Explorer	1FM5K8AB1NGA00209	Police	Y
86	2020	Ford Explorer	1FM5K8AB8NGA00210	Police	Y
87	2020	Chev Tahoe	1FM5K8AB4NGA00219	Police	Y
88	2015	Dodge Charger	1FTEX1C81FFB25443	Police / Code Enforcement	Y
89	2015	Dodge Charger	1FMCU0F79EUD95393	Police	Y
90	2010	Dodge Charger	1FTEW1CB6KKC53967	Police	Y
91	2012	Dodge Charger	1FMZU63E52UA34075	Property Mgr	N
92	2015	Ford F-150 4x2	1FTYR1YM6GKB22415	Property Mgr	Y
93	2014	Ford Escape	1FTFX1CF9CFB56938	Street	Y
94	2014	Ford F-150	1FT7W2A64FEC81937	Street	Y
95	2019	Ford F150 Crew Cab	1FT7W2A66FEC81938	Street	Y
96	2002	Ford Explorer	1FT7X2A60CEB68298	Street	Y
97	2012	Ford Explorer	1FT7X2B63CEB74871	Street	Y
98	2016	Ford T-250	1FTNW20L14EA90360	Street	Y
99	2012	Ford F-150	1FTNW20L34EA90361	Street	Y
100	2015	Ford F-250	1FTRX12W35NB80613	Street	Y
101	2015	Ford F-250	1FTSW20548EE53891	Street	Y
102	2012	Ford F-250 Crew Cab	1FTSW20568EE53892	Street	Y
103	2012	Ford F-250 4x4	1GBP7H1J5TJ105197	Street	N
104	2004	Ford F-250 Crew Cab	3FRXF7FJ2FV646536	Street	Y
105	2004	Ford F-250 Crew Cab	1FTSE34L4YHA18188	Street	N



## BUSINESS AUTOMOBILE SCHEDULE

Proposal for City of Fairburn

ITEM #	YEAR	MAKE/MODEL	IDENTIFICATION NUMBER	DEPARTMENT	PHYS DAMAGE
<b>AUTO SCHEDULE</b>					
106	2005	Ford F-150 Super Cab	1FDAF56R08EE56998	Street	Y
107	2008	Ford F-250 Crew Cab	1FTEX1CG3FFB00938	Water	Y
108	2008	Ford F-250 Crew Cab	1FT8W3B64CEB42850	Water	Y
109	1996	Chevrolet Kodiak	1FD8X3D69CEB43157	Water	Y
110	2015	Ford F-750	1FDWW37R28EE57014	Water	Y
111	2000	Ford E-350 w/ Bucket	1N6BD0CT8EN772692	Water	Y
112	2008	Ford F-550	1FT7W2B61DEA42194	Water	Y
113	2015	Ford F- 150	1FVAG3FE0JHJX9233	Water	Y
114	2012	Ford F350	1FTEX1C5XMKD59090	Street	Y
115	2012	Ford F350	3C7WRMBL5HG654131	Street	Y
<b>TRAILER SCHEDULE</b>					
1	2011	Haulmark 7T271-TPT	1L9PU2714CG423604	Electric	N
2	2004	Better Built Utility Trailer	4MNDP162241002597	Electric	N
3	2015	Better Built Utility Trailer	4MNDP2226G1000254	Electric	N
4	2001	Hardeebilt	1B9TL15HX1X103107	Electric	N
5	1996	Tow Pro	4HDLS1228TD607320	Street	N
6	2009	Hardeebilt	1H9E030209W509128	Street	N
7	2014	Custom Heavy Haul	1L9PU2026EG423786	Street	N
8	2015	Utility Landscape	4YMUL1621FG003574	Street	N
9	2015	Utility Landscape	4YMUL1623FG002782	Street	N
10	1998	Haulmark MC610BS	4XSCB1018WG006203	Street	N
11	2018	Element	53BLTE611KU035886	Fire	N
12	2008	Lark United Mfg	5RTBE24218D011934	Fire	N





## STATUTORY CAP LIMITS OF COVERAGE ENDORSEMENT

COVERAGE	LIMIT
Georgia Bodily Injury Total Limit - Statutory Cap	\$700,000
Georgia Bodily Injury Each Person - Statutory Cap	\$500,000
Georgia Property Damage Limit - Statutory Cap	\$50,000

### Description of Coverage

Designed to protect the City and is written specifically to address Georgia Law. It is structured to amend policy limits to the cap amount, so the cap limit is not inadvertently waived.

Proposal for City of Fairburn

COVERAGE	LIMIT	SELF-INSURED RETENTION
Per Occurrence	\$5,000,000	\$10,000
Aggregate	\$5,000,000	

## Description of Coverage

Provides Excess Liability insurance to protect against claims in excess of the limits of underlying insurance, primary insurance or for claims covered by the Umbrella policy but not covered by the primary insurance program. Claims not covered by the primary policies are subject to the self-insured retention. Subject to policy terms, conditions and exclusions.

### Schedule of Underlying Coverage

- Commercial General Liability
- Employee Benefits Liability
- Automobile Liability
- Public Entity Management Liability
- Employment Practices Liability
- Law Enforcement Liability

### Exclusions of Coverage (including but not limited to)

- Pollution Liability
- Property Damage to Property in your Care, Custody and Control
- Asbestos Liability
- ERISA Liability
- Uninsured / Underinsured Motorists

Not Subject to Audit

**NOTE: Higher limits are readily available. Please let us know if you wish to consider a higher level or protection.**



## PRIVACY LIABILITY & NETWORK RISK

Proposal for City of Fairburn

COVERAGE	LIMIT	DEDUCTIBLE
Aggregate	\$1,000,000	TBD
Privacy Liability	\$1,000,000	TBD
Privacy Regulatory Claims	\$1,000,000	TBD
Security Breach Response	\$1,000,000	TBD
Security Liability	\$1,000,000	TBD
Multimedia Liability	\$1,000,000	TBD
Cyber Extortion	\$1,000,000	TBD
Business Income and Digital Asset Restoration		
1. Business Income Loss	\$1,000,000	TBD
2. Restoration Loss	\$1,000,000	
3. Reputation Business Income	\$1,000,000	
4. Systems Integrity Restoration (Bricking)	\$250,000	
PCI DSS Assessment	\$1,000,000	TBD
Electronic Fraud		
1. Phishing Loss	\$50,000	TBD
2. Services Fund Loss	\$100,000	TBD
3. Reward Fund Loss	\$50,000	TBD
4. Personal Financial Loss	\$250,000	TBD
5. Corporate Identity Theft Loss	\$250,000	TBD
6. Telephone Hacking Loss	\$100,000	TBD
7. Direct Financial Loss (Funds Transfer)	\$100,000	TBD
8. Cyber Deception (Social Engineering)	\$250,000	TBD
Claim-Made Basis	The wrongful act must occur after the retroactive date and before the expiration date of this policy. All claims must be made during the policy period. Defense Costs are included within the limit.	
Retroactive Date	Full Prior Acts	

### Description of Coverage

#### Multimedia and Intellectual Property Liability

- Coverage for damages and claim expenses which you become legally obligated to pay resulting from any actual or alleged arising from your multimedia activities

#### Security and Privacy Liability

- Coverage for damages and claim expenses which you become legally obligated to pay resulting from any actual or alleged security and privacy wrongful act(s)

#### Network Interruption and Recovery

- Indemnification to you for network expenditures for loss of business income resulting from a network event.

#### Event Support Services

- Indemnification to you for event management costs, notification expenses and support and credit monitoring exposures following a security event, privacy event, social media event or breach of privacy regulation

#### Privacy Regulatory Defense and Penalties

- Coverage for claims expense as a result of civil regulatory action or investigation including a regulatory compensation aware, civil penalty or fines to the extent insurable by law, imposed by federal, state or governmental regulatory body against you as a result of a privacy event, security event or breach of privacy regulations sustained by you.

#### Network Extortion

- Indemnification to you for network extortion monies following a network extortion threat

**Subject to policy terms, conditions and exclusions.**

#### Coverage Territory

- Wrongful act may be committed and claim, or suit may be made or brought anywhere in the world, except areas where the United States Government prohibits doing business.

#### Not Subject to Audit





## OTHER COVERAGES AVAILABLE

Proposal for City of Fairburn

- Accounts Receivable – Higher Limits
- Valuable Papers – Higher Limits
- Crime – Employee Dishonesty, Monies & Securities, Depositor’s Forgery – Higher Limits
- Business Income / Extra Expense – Higher Limits
- Automobile Uninsured Motorists Liability – Higher Limits
- Workers’ Compensation – Other States
- Fire Legal Liability – Higher Limits
- Fiduciary Liability
- Employment Practices Liability – Wrongful Termination, Discrimination, Sexual Harassment, Third Party and Wage & Hour – Higher Limits
- Flood and Earthquake – A, B, D and V Zones
- Umbrella Liability – Higher Limits
- Worldwide Coverage
- Pollution Liability / Environmental Remediation
- Ordinance or Law Coverage
- Directors & Officers Liability – Higher Limits
- Network Security and Privacy Liability – Higher Limits

## PREMIUM SUMMARY

Proposal for City of Fairburn

LINE OF COVERAGE	AS IS	OPTIONS
Commercial Property	\$49,109	
Business Income/Extra Expense	Included	
Commercial Crime	\$2,709	
Inland Marine	\$3,744	
General Liability	\$52,166	
Employee Benefits Liability	\$381	
Law Enforcement Liability	\$64,210	
Public Entity Management Liability	\$27,114	
Employment Practices Liability	\$21,087	
Commercial Auto	\$123,650	
Commercial Umbrella/Excess	\$63,190	
Cyber Liability	TBD	
<b>Total</b>	<b>\$407,360</b>	<b>\$0</b>

COVERAGE WOULD BE WRITTEN THROUGH THE FOLLOWING COMPANY(IES)		
COMPANY	COVERAGE	A.M.BEST RATING*
Travelers	All Lines Except Crime and Cyber	A++ XV
Hanover	Crime	A XV
TBD	Cyber Liability	TBD
<p>The rating shown is the financial rating as published by A.M. Best Company based on information filed with them in the latest calendar year. Tanner, Ballew and Maloof, Inc. (TBM) recommends that you carefully consider the financial rating of companies for which we have offered proposed coverage. *For more information regarding A.M. Best Company's ratings, please visit: <a href="http://www.ambest.com/ratings/guide.asp">http://www.ambest.com/ratings/guide.asp</a></p>		



## PAYMENT INFORMATION

COVERAGE	DOWN PAYMENT	INSTALLMENTS
All lines except Cyber	25%	4 Equal Quarterly Installments
Crime	100%	None
Cyber Liability	100%	None

### Notes

Down payment is due and is to be collected on the date coverage is bound. Any changes in coverage or exposures and resulting premium revisions will be adjusted on the first installment billing.

All installment billings will be paid no later than their due date. Any premiums that are not paid within 30 days will prompt a 10-day notice of cancellation for non-payment of premiums to be mailed to you and all certificate holders.

All voluntary (payroll reporting form) and final audits will be questioned and returned to our agency or paid within 15 days.



## WHEN TO CONTACT US

It is important for you to advise Tanner, Ballew and Maloof, Inc. (TBM) of any material changes in your operations which may have a bearing on your insurance program. Your insurers have evaluated and accepted the risk on the basis of the information provided. Any variation of these details could lead to complication in the event of a loss. Changes to your risk profile may include, but are not limited to:

- Changes of personnel affecting responsibility for insurance decisions
- Personnel traveling overseas/on temporary assignment overseas/working on a military base
- Acquisition or creation of new companies or subsidiaries and/or mergers in which you are involved or any legal change in the corporate structure
- Purchase, construction or occupancy of new premises, alteration, vacating the premises or temporary vacancy
- Increase in values of building or personal property for both scheduled and unnamed locations
- Removal of business personal property or stock to a new or temporary location
- Addition of a new location, equipment or vehicles, whether hired, leased or borrowed
- Change in processes, occupancy, products or business operations
- Employment of personnel in states in which you were not previously doing business in

Please visit our website at [www.tbmins.com](http://www.tbmins.com) and click on Client Services for the following items:

- Report a claim
- Request Automobile ID Cards
- Request a Certificate of Insurance
- Add/Delete a vehicle





## YOUR RISK MANAGEMENT & INSURANCE TEAM

### Commitment to Excellence

**Stephen M. Maloof, ARM**  
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Managing Partner  
404.917.1919

**Jaime Burns, AAI, CISR**  
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404.917.1924

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**Ryan M. McLaughlin, CPCU CIC**  
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Director of Risk Management  
404.917.1935

**Lakin Snavelly, CISR**  
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Account Manager  
404.917.1911

Proposal for City of Fairburn

**Actual Cash Value (ACV)** – The value of the damaged or destroyed property less the depreciation of the damaged property.

**Aggregate Limit** – The maximum amount an insurer will pay under a policy in any one policy period.

**Agreed Value** – The Agreed Value Endorsement suspends the coinsurance clause.

**Blanket Insurance** - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

**Coinsurance** - A policy provision requiring the insured to carry insurance equal to a specific percentage of the value of the property covered. It provides for the full payment, up to the amount of the policy, of all losses if the insured has insurance at least equal to the specified percentage of the value of the property covered. The loss payment, in the case of most partial losses, is reduced proportionately if the amount of insurance falls short of the named percentage.

**The Coinsurance Formula:**

$$((\text{Amount of Insurance Purchased}) / (\text{Amount Required})) \times (\text{Amount of Loss}) = (\text{Amount Paid})$$

**Deductible** - Amount of a loss that the insured is held responsible for paying.

**Occurrence** - An event that results in an insured loss. In some lines of business, such as liability, an occurrence is distinguished from accident in that the loss doesn't have to be sudden and fortuitous and can result from continuous or repeated exposure which results in bodily injury or property damage neither expected nor intended by the insured.

**Percentage Deductible** - Often seen in Windstorm and Earthquake policies, the percentage shown in the declarations is multiplied by the total limits of insurance applicable to all covered property that suffered loss or damage.

**Agreed Value** - The Agreed Value Endorsement suspends the coinsurance clause.

**Blanket Insurance** - Insurance covering multiple items of property as a group. Covered property may be at one location or several.

**Example:**

\$1,000,000 building with a 2% Percentage Deductible suffers a \$100,000 loss.

$2\% \times \$1,000,000 = \$20,000$  Deductible

$\$100,000 - \$20,000 = \$80,000$  paid by insurance



**Replacement Cost** – The dollar amount needed to replace damaged property without deducting for depreciation limited by the maximum dollar amount shown on the declarations page of the policy.

**Retroactive Date** - The date that defines the extent of coverage in time under claims-made liability policies. Claims resulting from occurrences prior to the policy's stated retroactive date are excluded.

**Self Insured Retention (SIR)** - A dollar amount specified in an insurance policy that must be paid by the insured before the insurance policy will respond to the loss. SIR's are often seen on Umbrella policies and only apply if a loss covered by the Umbrella policy is not covered by an underlying policy.

DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS	
Symbol 1	Any "Auto"
Symbol 2	Owned "Autos" Only
Symbol 3	Owned Private Passenger "Autos" Only
Symbol 4	Owned "Autos" Other Than Private Passenger "Autos" Only
Symbol 5	Owned "Autos" Subject to No-Fault
Symbol 6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law
Symbol 7	Specifically Described "Autos"
Symbol 8	Hired "Autos" Only
Symbol 9	Non-owned "Autos" Only
Symbol 10	Mobile Equipment Subject to Compulsory or Financial Responsibility or Other Motor Vehicle Insurance Law Only



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Enterprise Fleet Management Master Equity Lease and Maintenance Agreements

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☒ CONTRACT  
☐ OTHER

Submitted: 4/20/2022

Work Session: 4/25/2022

Council Meeting: 4/25/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$289,664

**PUBLIC HEARING?** ☐ Yes ☒ No

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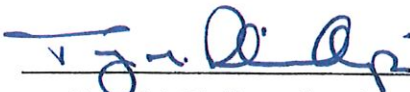
**PURPOSE:** Mayor and Council approval of a lease and maintenance agreement which allows the City to refresh and replenish its fleet of vehicles at a lower cost than the previous City practices while simultaneously acquiring more vehicles.

**HISTORY:** The City of Fairburn has an aging fleet that is negatively impacting the City's overall budget, fleet operations, and quality of service delivery. An assessment of our existing vehicle inventory revealed 37% of our fleet is 10 years or older. As a result, we continue to experience increased costs to properly maintain and fuel these vehicles. Additionally, the City of Fairburn has seen significant growth over the last few years which has led to a growth in service delivery.

**FACTS AND ISSUES:** Due to the vehicle inventory shortage, all 35 leased vehicles outlined in the proposal will not be turnkey ready in FY22. Therefore, staff will only take possession of those vehicles that can be sourced and delivered prior to September 30, 2022 in an amount not to exceed \$289,664.

**FUNDING SOURCE:** Fire: \$155,664 (100-3500-54-2200); Public Works Administration: \$30,000 (100-4100-54-2200); and Water & Sewer: \$104,000 (505-000-54-2200).

**RECOMMENDED ACTION:** Request Mayor and Council approval authorizing the City Administrator to execute the Enterprise Fleet Management Master Equity Lease and Maintenance Agreements for City vehicles in an amount not to exceed \$289,664 in FY22.

  
Tony M. Phillips, City Administrator



## MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

### **3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

#### **11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Initials: EFM\_\_\_\_\_ Customer\_\_\_\_\_



Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue



at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

**WITNESSETH**

- 1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM\_\_\_\_\_ Lessee\_\_\_\_\_



in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

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

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

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

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

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Lessee \_\_\_\_\_



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS PROJECT CONTRACT AWARD TO MAGNUM PAVING**

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

Submitted: 04/11/2022                      Work Session: N/A                      Council Meeting: 04/25/2022

**DEPARTMENT:** Community Development

**BUDGET IMPACT:** The budget impact will be \$1,750,141.07. The project expenditures will come out of account number (360-0000-54-1410) T-SPLOST Infrastructure-Roadway.

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

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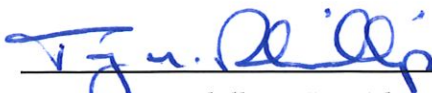
**PURPOSE:** For Mayor and Council to approve the Roadway Improvements on Various City Roads Project Contract Award to Magnum Paving, LLC for an amount of \$1,750,141.07.

**HISTORY:** The Invitation for Bid for the Roadway Improvements on Various City Roads Project (IFB#22-001) was advertised on February 23<sup>rd</sup>, 2022. The bid opening date was March 25<sup>th</sup>, 2022, at 2:00pm at which time the six (6) bids received were opened and read aloud.

**FACTS AND ISSUES:** After completion of the bid evaluation, it was determined that Magnum Paving, LLC was the lowest responsive and responsible bidder with a bid price of \$1,750,141.07.

**FUNDING SOURCE:** The project expenditures will come out of the T-SPLOST Infrastructure-Roadway account (360-0000-54-1410).

**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the contract award for the 2022 Roadway Improvements on Various City Roads Project to Magnum Paving, LLC for a bid price of \$1,750,141.07.

  
\_\_\_\_\_  
Tony M. Phillips, City Administrator

\_\_\_\_\_  
Mario B. Avery, Mayor



**CITY OF FAIRBURN  
INVITATION FOR BID**

IFB # 22-001 – ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

February 23, 2022

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete the **ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS CONTRACT # 22-001**. The work includes milling, temporary traffic control, asphalt paving, manhole adjustments and associated tasks. All work must be completed within one hundred and twenty (120) calendar days of the Notice to Proceed with Construction (NTP).

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 2:00 PM, Friday, March 25, 2022**, at which time the bids will be opened and read aloud. However, the bid opening will not be done in person, it will be done via teleconference. The call-in number is: +1 (605) 475-4022. The Access Code is: 507-837. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Contact Ms. Marceia Lindley at [mlindley@fairburn.com](mailto:mlindley@fairburn.com) or 770-964-2244 (ext. 305) to order bid packages. Questions of a technical nature should be submitted in writing to the City of Fairburn via electronic mail, attention Lester Thompson: [lthompson@fairburn.com](mailto:lthompson@fairburn.com).



## **ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

**PROJECT NUMBER 22-001**

**City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213**



## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

**This project consists of milling, patching, resurfacing and striping on various City roads.**

BIDDERS ARE ADVISED TO THOROUGHLY UNDERSTAND THE GENERAL CONDITIONS AND SPECIAL PROVISIONS, PRIOR TO SUBMITTING THEIR BID.

### I. GENERAL CONDITIONS

#### A. QUALIFICATIONS

1. Bids will be considered only from experienced and well-equipped Contractor engaged in work of this type and magnitude.
2. Bidders may be required to submit evidence setting forth qualifications, which entitle them to consideration as a responsible Contractor. A list of work of similar character successfully completed within the last two years may be required giving the location, size and listing equipment available for use on this work. Before accepting any bid, the City may require evidence of the Contractor's financial ability to successfully perform the work to be accomplished under the contract.
3. Status as a State D.O.T. certified contractor is one of the factors to be considered in determining qualification for this bid.
4. All questions concerning the project shall be addressed in writing to Lester Thompson at [lthompson@fairburn.com](mailto:lthompson@fairburn.com) no later than **Wednesday, March 16, 2022**.

#### B. GUARANTEE TO ACCOMPANY BID

1. Bids must be accompanied by a certified check or cashier's check or acceptable bid bond in an amount not less than five percent (5%) of the amount bid and made payable to City of Fairburn. Failure to submit a bid bond will be cause for rejection.

#### C. JOINT VENTURES

1. Joint Ventures between two contractors will NOT be allowed. The General Contractor shall be required to perform 100% of the actual resurfacing/paving work and will not be allowed to sublet these items. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.

#### D. SUBMITTING BIDS

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, SW, Fairburn, GA 30213 (770-964-2244) **until 2:00 PM, Friday, March 25, 2022**, at which time the bids will be publicly opened and read aloud. However, the bid opening will not be done in person, it will be done via teleconference. The call-in number is: +1 (605) 475-4022. The Access Code is: 507-837. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities. Bids received after the designated time will not be considered.

1. Bids must be submitted in envelope with the following information clearly typed or printed on the outside:
  - City of Fairburn
  - Resurfacing on Various City Roads
  - Bid Number
  - Date of Bid Opening
  - Company Name

E. AUTHORITY TO SIGN

The Bidder should ensure that the legal and proper name of their proprietorship, firm, partnership or corporation is printed or typed in the space provided on the Schedule of Items.

F. RIGHTS RESERVED

1. City of Fairburn reserves the right to reject any or all Bids, to waive informalities and to re-advertise. It is understood that all Bids are made subject to this agreement, that City of Fairburn reserves the right to decide which Bid it deems lowest and best, and in arriving at this decision, full consideration will be given to the reputation of the Bidder, their financial responsibility, and work of this type successfully completed.
2. Bidders are advised to examine the Plans and Specifications carefully and to make examinations of the Site of the proposed work as are necessary to familiarize themselves with local conditions, which may affect the proposed work. Bidders are also advised to inform themselves fully in regard to conditions under which the work will be performed. City of Fairburn will not be responsible for Bidders errors or misjudgment, nor for any information on local conditions or general laws and regulations.
3. Any unauthorized additions; conditions, limitations, or provisions attached to the Bid shall render it informal and may be cause for rejection.
4. No Bids may be withdrawn after submission for a period of 60 days after the date set for opening thereof.
5. City of Fairburn reserves the right to reject any and all bids from any person, firm, or corporation who is in arrears in any department or obligation to City of Fairburn, Georgia.
6. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative.

G. AWARD OF CONTRACT

1. The contract will be awarded to the lowest responsive and responsible bidder whose bid will be most advantageous to City of Fairburn, price and other factors considered. The City is to make the determination.
2. A Contract will be an "Open End" type to provide for the requirements of City of Fairburn on an as needed basis. As it is impossible to determine the exact quantities of items and the roads, parking areas, etc., to receive these items, either for resurfacing or new roads, the quantities of items may be increased or decreased as required to satisfy the needs of the City. It is anticipated that the quantities referenced in these bid documents are approximate and subject to change.



3. Prior to award of the contract, the successful bidder will be required to submit a construction schedule to the City, demonstrating the bidder's ability to commence and proceed in a timely manner on all of the City of Fairburn resurfacing contracts for which they are the successful bidder. A bidder's failure to demonstrate the ability to proceed as required may result in the award to the next low, responsive and responsible bidder, as deemed in the City's best interest.
4. Prior to execution of a contract, a Contract Performance Bond and a Payment Bond, each equal to 100% of the Contract amount, must be provided by the successful Bidder by a surety company qualified to do business in the State of Georgia and satisfactory to City of Fairburn. Bonds given shall meet the requirements as listed in this Bid package. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of coverage of the insurance required within ten days after the date of Notice of the Contract may be just cause for the annulment of the award and for the forfeiture of the guaranty to City of Fairburn, not as a penalty, but a liquidation of damages sustained.  
Failure to progress in a timely manner after beginning may also be just cause for such which annulment of award. At the discretion of the City, re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

#### H. TERM

1. This contract shall commence upon Notice to Proceed (NTP). All work must be completed in one hundred and twenty (120) days from the NTP. However, for any order to pave and/or resurface any given roads, parking areas, etc., mailed or received, if forwarded by other means than through the mail to the Contractor on or before the Contract expiration date, the Contractor will be required to perform such work within a time agreed to by both parties and at the Contract unit prices.

#### I. RETAINAGE

1. Retainage on work completed will be withheld by City of Fairburn as follows:
  - a) The City shall retain 5% of the gross value of the completed work, indicated by current estimates, until all pay items are substantially completed.

#### J. LOCATION AND SITE

1. The site of the proposed work is at the stated location(s) within City of Fairburn, Georgia. A list of proposed roads is included in these specifications.
2. The Contractor shall accept the site in its present condition and carry out all work in accordance with the requirements of the specifications, as indicated on the drawings or as directed by the engineer.
3. The Contractor, before submitting a bid, is advised to visit the site, and acquaint themselves with the actual conditions and the location of any or all obstructions that may exist on the site.
4. The Contract Documents contain the provisions required for the completion of the work to be performed pursuant to this Contract. Information obtained from an Officer, agent, or employee of City of Fairburn or any other person shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract. Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with

the Contract Documents. The failure or omission of any Bidder to so familiarize themselves shall in no way relieve any Bidder from any obligation in respect to their Bid.

5. The Contractor is responsible for the location of above and below ground utilities and structures, which may be affected by the work.

K. COMPLIANCE WITH OSHA STANDARDS AND REGULATIONS

The work connected with this Contract shall be performed in accordance with all applicable OSHA regulations and standards including any additions or revisions thereto until the job is completed and accepted by City of Fairburn.

L. MATERIALS

All materials furnished and/or installed by the Contractor shall be furnished only by Georgia Department of Transportation certified source and shall be within the limits, tolerances, formulae, etc., as established by the Georgia Department of Transportation.

M. INSPECTION

City of Fairburn does not commit to have a full-time inspection or testing of work while in progress or at sources of materials furnished. Any lack of inspection and or testing will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications. Any test ordered under the supervision of the City that fail to meet standards and replacement is required will be at the contractor's expense.

N. GENERAL BOND REQUIREMENTS

1. Bid Bonds - Amount of bond should be 5% of contract amount for each section bid. City of Fairburn form attached. Failure to use City of Fairburn Bid Bond Form may result in bid being deemed non-responsive and automatic rejection may occur.
2. Performance Bond - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
3. Payment, Labor and Materials Bonds - (Supplied by successful vendor) - Amount of bond should be 100% of contract amount.
4. Bonding Company must be authorized to do business by the Georgia Secretary of State and by the Georgia Insurance Department.
5. An original/certified copy of the Bonding Company's Certificate of Authority must be attached to bond. The Certificate of Authority may be obtained from the Georgia Insurance Department.
6. Bonding Company must have a minimum AM Best rating of A-6 or higher.
7. Bonding Company must be listed in the Department of the Treasury's publication of companies holding Certificates of Authority as acceptable surety on Federal Bonds and as acceptable reinsuring companies. (Dept. Circular 570; 1992 Revision).



## O. CONTRACT REQUIREMENTS

1. Successful vendor is required to do the following within ten (10) days of Notice:
  - a) Return to City Administrator contract documents executed by the authorized representative and attested by the corporate secretary treasurer.
  - b) Provide Insurance certificates as specified in the bid documents.
  - c) Provide bonding as required by the bid documents.
3. Failure to execute the Contract, Contract Performance Bond and Payment Bond, or furnish satisfactory proof of carriage of the insurance required within ten days after the date of Notice of Award of the Contract may be just cause for the annulment of the award and for the forfeiture of the bid guaranty to the City of Fairburn, not as a penalty, but as liquidation of damages sustained. At the discretion of the City, the award may then be made to the next lowest, responsible bidder, or the work may be re-advertised or constructed by City forces. The Contract and Contract Bonds shall be executed in duplicate.

## II. SPECIAL PROVISIONS

### A. AREAS OF WORK

1. The area of work for resurfacing will be within the limits defined on the "2022 Roadway Improvements" document.

### B. GEORGIA DEPARTMENT OF TRANSPORTATION

Unless otherwise directed, all work performed under contract shall be in accordance with the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition, and any supplemental specification (Published and unpublished) modifying them except as noted below and in the special provisions.

#### 1. Modifications of Standard Specifications

Section 101.14 COMMISSIONER	Delete in its entirety
Section 101.22 DEPARTMENT	Delete as written and substitute the following: THE CITY OF FAIRBURN PUBLIC WORKS
Section 101.24 ENGINEER	The City Engineer of the City of Fairburn, acting directly or through their duly authorized representative.
Section 101.26 EXTENSION AGREEMENT	Delete in its entirety
Section 101.28 FORCE ACCOUNT	Delete in its entirety

### C. FEDERAL REGULATIONS

The Contractor must be in compliance with all applicable Federal regulation.

#### D. RECORDS

The Contractor is required to maintain and make available to City of Fairburn and auditors, complete records of the work covered, for the life of the contract and for three years thereafter. All tickets must show the road name where the mix was used.

#### E. ANTI-STRIPPING ADDITIVE

The asphaltic cement used in all asphaltic concrete mixtures shall have a heat stable anti-stripping additive in accordance with Section 828.2A of the Georgia Department of Transportation Standard Specifications, Construction of Roads and Bridges, 2013 Edition.

#### F. GENERAL CONSTRUCTION GUIDELINES

1. The General Contractor shall be required to perform 100% of the actual resurfacing paving work and will not be allowed to sublet this item. Contractor must demonstrate successful experience in placing at least 25,000 tons of surface mix using their own labor and equipment over the past 5 years, with at least 5,000 tons being on a single project. Subletting of the additional items (milling, structure adjustment, crack filling, etc.) shall be in accordance with Section 108.01 of the Standard Specifications of the Georgia Department of Transportation.
2. The contractor shall be required to give 24 hours' notice to City of Fairburn or its Representative before proceeding with paving on any road.
3. The contractor shall be required to email a work schedule every Thursday during the course of the resurfacing contract to City of Fairburn or its representative. This paving schedule shall outline the anticipated work activities planned for the following week and locations in which this work will take place.
4. Prior to beginning the patching work (or paving work if there is no patching), the Contractor shall install the appropriate post-mounted road construction signs on each non-residential road they are resurfacing. These signs will remain in place until approved for removal by the Engineer.
5. Control and testing of materials will be the contractors' responsibility for all mix provided in accordance with sections 106, 400, 402, 432, 652 and related special provisions of the Georgia Department of Transportation Standard Specifications. The cost of such testing shall be included in the unit price of the material being used, and no additional compensation will be made.
6. All driveways and intersections shall be tied-in with surface mix at the time of paving for a sufficient distance to provide a smooth transition from the new pavement to the existing surface. Unless approved by the Engineer, all intersections will be pulled back a minimum of a spreader length (12'). Speed humps shall be tied-in as stated above, to a distance of 12" - 18" from the edge of the humps. The tied-in area shall be cleaned and tacked prior to paving, and the material placed and compacted in such a manner to eliminate edge raveling.
7. City of Fairburn does not commit to furnishing full-time inspection or testing of the work in progress, or at material sources. Lack of inspection and/or testing by the City will in no way relieve the Contractor of their responsibility to provide quality workmanship in accordance with the Specifications.



8. On roads to be resurfaced the contractor shall furnish, install, maintain and remove all necessary traffic signs, barricades, lights, signals, cones and other traffic control devices, and all flagging and other means of traffic protection and guidance as required by the Standard Specifications of the Georgia Department of Transportation. Such work shall be considered incidental to the overall contract, and no additional compensation will be made.
9. On roads without curb and gutter, where the contractor is directed by the Engineer not to perform the Shoulder Reconstruction pay item; the contractor shall be required to knock down any windrows created by the clipping operation. This work shall be done following resurfacing, at such time that the mix has sufficiently cured to prevent damage. Such work shall be incidental to the cost of the resurfacing work being performed and no additional payment shall be made.
10. Any excess tape, not covered by pavement marking, must be removed.

#### G. ROAD PATCHING

1. Road Patching, as described herein, shall apply to the removal and replacement of failed areas, as indicated by the Engineer, on roads scheduled for resurfacing.
2. The City will pre-mark the areas to be patched.
3. The Contractor will give the City at least 24 hours' notice before proceeding on patching a - particular road.
4. The required procedures for patching Bituminous Asphaltic Concrete roads shall be as follows:
  - a) Areas to be patched shall be milled using an approved machine.
  - b) Material shall normally be removed to a required depth of 4". Where existing pavement thickness causes more than the required depth to be removed, the additional depth shall be inspected and approved by the Engineer prior to placing the asphalt. Less milling may be allowed but must be approved by the Engineer prior to placing the asphalt.
  - c) Where unsuitable material exists below the required depth, the contractor will notify the Engineer prior to placing asphalt; so a decision can be made as to the method of dealing with the unsuitable material. When directed by the Engineer, the Contractor shall remove the unsuitable material, and replace it with Graded Aggregate Base, which will then be leveled to the appropriate grade.
  - d) The base and edges around the patch shall be tack coated using approved material.
  - e) Patch material, Bituminous Asphaltic Concrete, shall be compacted using approved equipment. Prior to starting any work, the City shall approve the job mix design.
  - f) The existing pavement surface shall be cleaned to remove all loose patching related materials, upon completion of the day's work, using suitable equipment.
5. The above patching operations shall be paid for as follows:
  - a) Bituminous Asphaltic Concrete Roads: Will be paid at the Unit price bid for Asphalt Concrete Patching, 12.5mm Superpave, and shall cover all work required; including milling, removal and disposal of all existing material disturbed during the patching operation and any new

loose material not incorporated into the patching on the same day; applying tack coat; placing and compacting new material and all required traffic control.

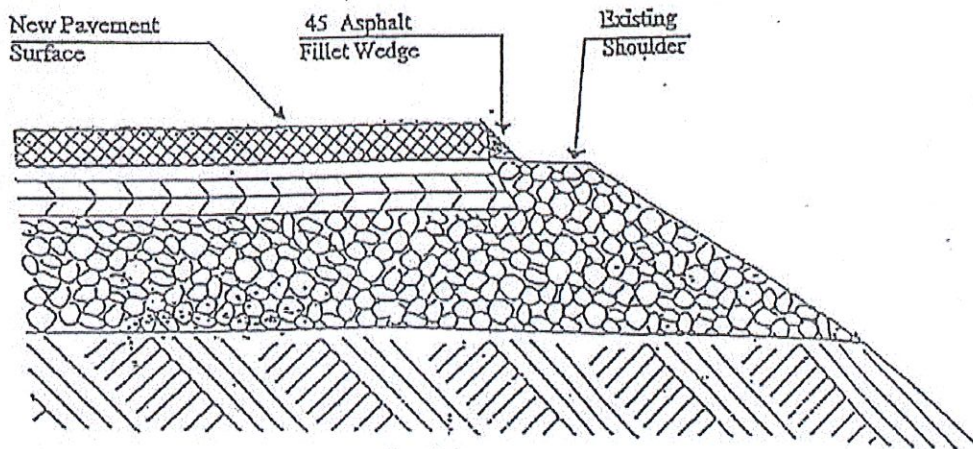
b) The placing and leveling of Graded Aggregate Base, where necessary, will be paid for at the bid unit price per ton of "Graded Aggregate Base".

6. City of Fairburn reserves the right to perform any patching using in-house labor, as deemed practicable.

#### H. ASPHALTIC CONCRETE PAVEMENT EDGE FILLET

- This work shall consist of constructing a 45-degree asphaltic concrete fillet along the pavement edge (see diagram below), on each road being resurfaced, where curb and gutter is not present or residential road posted 25 mph. This fillet wedge shall be mechanically constructed at the time each pavement course is placed, by an attachment to the spreader or other method approved by the Engineer. The wedge should extend at a 45-degree (or flatter) angle from the top edge of each paving course to the existing earth shoulder grade.

- Any additional labor or equipment necessary to place this asphalt fillet shall be considered incidental to the resurfacing operation, and no additional compensation will be made with the exception of the extra asphalt material being paid for at the bid unit price for the particular material being used.



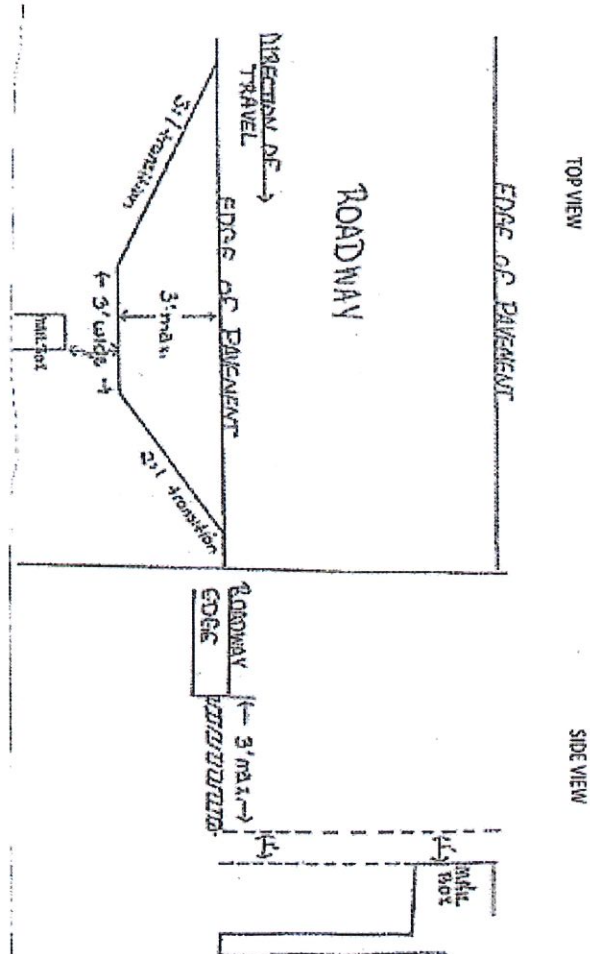
#### ASPHALTIC CONCRETE PAVEMENT FILLET WEDGE

TAKEN FROM: The Elimination or Mitigation of Hazards Associated with Pavement Edge Drop Offs During Roadway Resurfacing.

BY: Jack B. Humphreys  
J. Alan Parham



I. MAILBOX TURNOUTS



General Notes

1. Area involved will be graded and compacted to a depth of 2".
2. 2" asphaltic concrete topping will be placed and rolled.
3. Turnout will extend to within one foot of front of mailbox structure, up to a maximum of 3' wide from edge of pavement.
4. Turnout will be tapered out on a 3:1, and back to roadway on a 2:1 to allow adequate transition.
5. Any excess material will be picked up and hauled off.
6. Preparation and grading work will be considered incidental to the overall contract, and not additional compensation will be made. All asphalt will be paid at the contract unit price for mix used.

I. HOT MIX RECYCLED ASPHALTIC CONCRETE

1. All work shall be performed in accordance with the Georgia Department of Transportation Standard Specifications-Section 402 except where otherwise noted herein:
2. References to "The Department" shall be taken to mean City of Fairburn or its representative.

3. References to "The Laboratory" shall be taken to mean either the Georgia Department of Transportation's Materials Lab, or a private testing consultant firm approved by City of Fairburn.
4. It shall be the responsibility of the Contractor to determine the actual composition of the RAP material and to fabricate from that the final asphaltic concrete design(s) and grade of asphalt cement necessary to meet the performance requirements of these Specifications. The contractor shall be responsible for performing daily testing on plant produced asphalt mixes as described in the 2013 Edition of the Georgia Department of Transportation Standard Specifications section 400.3.06. The contractor shall fax these results to inspecting contractor designated by City of Fairburn by noon of the day following production. Any deficiencies in the material characteristics or performance will be corrected by the Contractor, as provided for in the Specifications, at no additional cost to the City.
5. References to "The Plans" shall be taken to mean the contents of the contract and bid documents, or written supplements to these documents.
6. The City will not provide a stockpile of RAP material for the contractor to draw. If RAP material removed from City roads is insufficient or out of tolerance, the contractor shall provide materials. (NOTE: See paragraph in the General Construction Guidelines Section of the Special Provisions, regarding the City's right to reclaim material).
7. The work performed, and materials furnished, as prescribed by these specifications, will be paid for at Contract Unit Price per ton for the type of mix being placed. This payment shall be full compensation for providing all materials, hauling and necessary crushing, processing, placing, rolling, and finishing of the recycled mixture, and labor, tools, equipment, and incidentals necessary to complete the work, including hauling and stockpiling of any surplus RAP material. Any milling of existing asphaltic concrete pavements required by the City, prior to placement of the RAP material, will be performed as per the Specifications for Mill Asphaltic Concrete Pavement, and paid for at the unit price for that item.



## INSURANCE REQUIREMENTS

### 1. Statutory Workers' Compensation Insurance

#### (a) Employers Liability:

Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$500,000 each employee

### 2. Commercial General Liability Insurance

#### (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

#### (b) Separate Owner's and Contractor's Protective policy with City of Fairburn (and any applicable authority) as Named Insured

#### (c) The following additional coverages must apply:

- \* 1986 (or later) ISO Commercial General Liability Form
- \* Dedicated Limits per Project Site or Location (CG 2503 or CG 2504)
- \* Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations or a separate endorsement covering Completed Operations)
- \* Blanket Contractual Liability
- \* Broad Form Property Damage
- \* Severability of Interest
- \* Underground, explosion, and collapse coverage
- \* Personal Injury (deleting both contractual and employee exclusions)
- \* Incidental Medical Malpractice
- \* Hostile Fire Pollution Wording

### 3. Auto Liability Insurance

#### (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage

#### (b) Comprehensive form covering all owned, non-owned, leased, hired, and borrowed vehicles

#### (c) Additional Insured Endorsement

#### (d) Contractual Liability

### 4. Umbrella Liability Insurance - Minimum \$5,000,000 limit of liability (Higher limit may be required depending on the extent of contract)

#### (a) The following additional coverages must apply

- \* Additional Insured Endorsement
- \* Concurrence of Effective Dates with Primary
- \* Blanket Contractual Liability
- \* Drop Down Feature
- \* Care, Custody, and Control - Follow Form Primary
- \* Aggregates: Apply Where Applicable in Primary
- \* Umbrella Policy must be as broad as the primary policy

### 5. Builder's Risk Insurance or Installation Floater Insurance required on all new structures, bridges, overpasses, culverts and railroad crossings - limit at least as broad as contract amount

6. City of Fairburn (and any applicable Authority) should be shown as an additional insured on General Liability, Auto Liability and Umbrella Liability policies.
7. The cancellation provision should provide 30 days' notice of cancellation.
8. Certificate Holder should read:

City of Fairburn  
56 Malone Street  
Fairburn, Georgia 30213

9. Insurance Company, except Worker' Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Workers' Comp funds may be acceptable by the approval of the Risk Management Division. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- 6 or better.
10. Insurance Company should be licensed to do business by the Georgia Department of Insurance.
11. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and project/bid number.
12. The Contractor shall agree to provide complete certified copies of current insurance policy (ies) or a certified letter from the insurance company (ies) if requested by the City to verify the compliance with these insurance requirements.
13. All insurance coverages required to be provided by the Contractor will be primary over any insurance program carried by the City.
14. Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor's expense.
15. No Contractor or Subcontractor shall commence any work of any kind under this Contract until all insurance requirements contained in this Contract have been complied with and until evidence of such compliance satisfactory to City of Fairburn as to form and content has been filed with City of Fairburn. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.
16. The Contractor shall agree to waive all rights of subrogation against the City, the Board of Commissioners, its officers, officials, employees, and volunteers from losses arising from work performed by the contractor for the City.
17. Special Form Contractors' Equipment and Contents Insurance covering owned, used, and leased equipment, tools, supplies, and contents required to perform the services called for in the contract. The coverage must be on a replacement cost basis. The City will be included as a Loss Payee in this coverage for City owned equipment, tools, supplies, and contents.



18. The Contractor shall make available to the City, through its records or records of their insurer, information regarding a specific claim related to any City project. Any loss run information available from the contractor or their insurer relating to a City project will be made available to the City upon their request.
19. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all Subcontractors of their liability provisions of the Contract.
20. The Contractor and all Subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, and any other laws that may apply to this Contract.
21. The Contractor shall at a minimum apply risk management practices accepted by the contractors' industry.

Surety Bonds (If Required)

All of the surety requirements will stay the same except the Surety Company must have the same rating as item 9 above.

**SERVICE PROVIDER CONTRACT  
ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS**

This **AGREEMENT** made and entered into this day of \_\_\_\_\_ by and between City of Fairburn, Georgia (Party of the First Part, hereinafter called the "Owner"), and, (Party of the Second Part, hereinafter called the "Service Provider").

**NOW THEREFORE**, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

**1. TERM:**

This contract shall commence upon Notice to Proceed. All work must be completed within one hundred and twenty (120) calendar days of the Notice to Proceed with Construction (NTP).

**2. ATTACHMENTS:**

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the Owner during the Bid process (hereinafter collectively referred to as the "Bid ") are attached hereto and are specifically incorporated herein by reference. In the event of a conflict between the Owner's contract documents and the Bid, the Owner's contract documents shall control.

**3. PERFORMANCE:**

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Bid.

**4. PRICE:**

As full compensation for the performance of this Contract, the Owner shall pay the Service Provider for the actual quantity of work performed. Bid amount shown on Exhibit A is the total obligation of the City pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this agreement shall be charged to the Owner in accordance with the rate schedule referenced in the Bid. The Owner agrees to pay the Service Provider following receipt by the Owner of a detailed invoice, reflecting the actual work performed by the Service Provider.

**5. INDEMNIFICATION AND HOLD HARMLESS:**

Service Provider agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the City, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

**6. TERMINATION FOR CAUSE:** The City may terminate this agreement for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of



any term of this Agreement. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

**7. TERMINATION FOR CONVENIENCE:**

The City may terminate this Agreement for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the City's termination of this Agreement for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

**8. AGREEMENT NOT TO DISCRIMINATE:**

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.

**9. ASSIGNMENT:**

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or their right, title, or interest therein to any person, firm, or corporation without the previous consent of the Owner in writing.

**10. WAIVER:**

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

**11. SEVERABILITY:**

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

**12. GOVERNING LAW:**

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. This agreement has been signed in City of Fairburn, Georgia.

**13. MERGER CLAUSE:**

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

(Signatures Next Page)

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

CITY OF FAIRBURN, GEORGIA

By: \_\_\_\_\_  
Mario B. Avery, Mayor  
City of Fairburn

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Deannia Ray, City Clerk  
City of Fairburn

APPROVED AS TO FORM:

\_\_\_\_\_  
Signature  
Rory Starkey  
City of Fairburn Attorney

SERVICE PROVIDER: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Corporate Secretary  
(Seal)



## Certification Regarding Debarment and Suspension

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.



**Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Certification (B)**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

<b>Applicant</b>	<b>Date</b>
<b>Signature of Authorized Certifying Official</b>	<b>Title</b>



## **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITS**

The City of Fairburn, Georgia and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor further agrees that its compliance with the requirements of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

1. To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto; and
2. To submit such subcontractor affidavit(s) to the City when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended, and DOL Rule 300-10-1-.02 as set forth in this Agreement throughout the contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, City of Fairburn shall be entitled to all available remedies, including termination of the contract and damages.

Required Affidavits are included on the following pages.

**CONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

The undersigned further agrees that should it employ any new employees or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with City of Fairburn, Georgia, the Contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91, as amended, on the attached Subcontractor Affidavit. The undersigned contractor further agrees to use the federal work authorization program throughout the contract period and to maintain records of such compliance and to provide a copy of each such verification to City of Fairburn, Georgia, at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll/>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**SUBCONTRACTOR AFFIDAVIT & AGREEMENT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is contracting with City of Fairburn, Georgia, has registered and is participating in a federal work authorization program\* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the provisions established in O.C.G.A. § 13-10-91, as amended.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User  
Identification Number  
(<https://e-verify.uscis.gov/enroll>)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
By: Authorized Officer or Agent

\_\_\_\_\_  
Date of Execution Affidavit

\_\_\_\_\_  
Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires: \_\_\_\_\_

Note: As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau (USCIS) of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

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

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

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

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



**SUBCONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES**

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor: \_\_\_\_\_

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

Project Number (if applicable): \_\_\_\_\_

Name and Title of Signer (Print or Type): \_\_\_\_\_

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

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

**CITY OF FAIRBURN, GEORGIA**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

A Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

hereinafter called Obligee;

for the use and protection of all subcontractors and all persons supplying labor, services, skill, tools, machinery, materials and/or equipment in the prosecution of the work provided for in the contract hereinafter referred to in the full and just sum of.

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_), in lawful money of the United States, for the payment of which sum, will and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, and faithfully perform said Contract according to its terms, covenants, and conditions, and shall promptly pay all persons furnishing labor, materials services, skill, tools, machinery and/or equipment for use in the performance of said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect.



ALL persons who have furnished labor, materials, services, skill, tools, machinery and/or equipment for use in the performance of said Contract shall have a direct right of action on this Bond, provided payment has not been made in full within ninety (90) days after the last day on which labor was performed, materials, services, skill, tools, machinery, and equipment furnished or the subcontract completed.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, HOWEVER, that no suit or action shall be commenced hereunder by any person furnishing labor, materials, services, skill, tools, machinery, and/or equipment having a direct contractual relationship with a subcontractor, but no contractual relationship express or implied with the Principal:

Unless such person shall have given notice to the Principal within ninety (90) days after such person did, or performed the last of the work or labor, or furnished the last of the materials, services, skill, tools, machinery and/or equipment for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials, services, skill, tools, machinery and/or equipment were furnished, or for whom the work or labor was done or performed.

Such a notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer, and a copy of such notice shall be delivered to the Obligee, to the person and at the address provided for in the Contract, within five (5) days of the mailing of the notice to the Principal.

PROVIDED, FURTHER, that any suit under this bond must be instituted before the expiration of one (1) year after the acceptance of the public works covered by the Contract by the proper authorities.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

[Signatures Next Page]

CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

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

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



**CITY OF FAIRBURN, GEORGIA**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Obligee)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Obligee)

hereinafter referred to as Obligee, are held and firmly bound unto said Obligee and all persons doing work or furnishing skill, tools, machinery, supplies, or material under or for the purpose of the Contract hereinafter referred to, in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, as whereas the Principal entered into a certain contract, hereto attached, with the Obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well, truly, fully and faithfully perform said contract according to its terms, covenants, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety to this Bond, for value received, hereby stipulates and agrees that no change, extension of time, alterations, or additions to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations, or additions to the terms of the Contract or to the work to be performed thereunder.

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A. § 36-91-1 et seq., and is intended to be and shall be construed as a bond in compliance with the requirements thereof.

(Signatures Next Page)



CITY OF FAIRBURN, GEORGIA  
ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

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

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

**BONDING AGENT CONTACT INFO**

Print Name \_\_\_\_\_

Company Name \_\_\_\_\_

E-Mail \_\_\_\_\_

Phone \_\_\_\_\_

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**CITY OF FAIRBURN, GEORGIA**  
**LIST OF SUBCONTRACTORS**

**I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to Subcontract work to the following subcontractors:**

[illegible]

Company Name \_\_\_\_\_



City of Fairburn requests a minimum of three, (3) references where work of a similar size and scope has been completed.

1. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

3. Company Name \_\_\_\_\_

Brief Description of Project \_\_\_\_\_

Completion Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

## ROADWAY IMPROVEMENTS ON VARIOUS CITY ROADS

### BASE BID ITEMS

ITEM #	DESCRIPTION	UNIT	APPROX QTY	UNIT PRICE	TOTAL
1	12.5mm Recycled Asph. Conc. Patching- including Bituminous Material, Lime and Tack Coat	TN	250		
2	9.5mm Recycled Asph. Conc.- including Bituminous Material, Lime and Tack Coat @1.5"	TN	9968		
3	Milling (1.5")	SY	84,865		
4	Adjust Manhole to Grade	EA	69		
5	Adjust Water Valve to Grade	EA	9		
6	Striping, Ther. 5-inch yellow	LF	9,660		
7	Striping, Ther. 5-inch white	LF	9,660		
8	Striping, Ther. 8-inch white	LF	500		
9	Striping, Ther. 24-inch white	LF	456		
10	Striping, Ther. Rt. Turn Arrow Pavement Marking	EA	3		
11	Striping, Ther. (ONLY) Pavement Marking TP 2	EA	2		
12	Raised Pavement Markers, TP 1	EA	320		
13	Traffic Print Textured Paving Crosswalk	SY	336		
14	Speed Humps	EA	4		
		<b>TOTAL</b>		\$	

Company Name \_\_\_\_\_



**FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN REJECTION OF BID.**

**BID SCHEDULE**

Note: City of Fairburn requires pricing and terms remain firm for the duration of this contract. This contract shall commence upon Notice to Proceed (NTP). All work must be completed one hundred and twenty (120) days from NTP. Failure to hold pricing firm for the duration of this contract will be sufficient cause for City of Fairburn to declare bid non-responsive.

The undersigned acknowledges receipt of the following addenda, listed by number and date appearing on each:

Addendum No.	Date	Addendum	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Certificate of Noncollusion in Bid Preparation \_\_\_\_\_  
 \_\_\_\_\_ Signature \_\_\_\_\_ Date

In Compliance With The Attached Specifications, The Undersigned Offers And Agrees, If This Bid Is Accepted By The City of Fairburn Within Sixty (60) Days Of The Date Of Bid Opening, To Furnish Any And All Of The Items Upon Which Prices Are Quoted, At The Price Set Opposite Each Item, Delivered To The Designated Point(S) Within The Time Specified In The Bid Schedule.

The City requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. Further, all bidders should identify which of the three statutory employee-number categories they represent:

\_\_\_\_\_ 100 or more employees  
 \_\_\_\_\_ Fewer than 100 employees

Legal Business Name \_\_\_\_\_ Federal Tax ID \_\_\_\_\_

Address \_\_\_\_\_

Does your company currently have a location within City of Fairburn? Yes ☐ No ☐

Representative Signature \_\_\_\_\_

Print Authorized Representative's Name \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**CITY OF FAIRBURN, GEORGIA**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_  
(Corporation, Partnership or Individual)

hereinafter called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

a Corporation of the State of \_\_\_\_\_, and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

City of Fairburn

\_\_\_\_\_  
(Name of Oblige)

56 Malone Street, Fairburn, Georgia 30213

\_\_\_\_\_  
(Address of Oblige)

Thereinafter referred to as Oblige: in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted, to City of Fairburn, Georgia, a proposal for furnishing materials, labor, and equipment for: \_\_\_\_\_

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the Principal shall within ten days after receipt of notification of the acceptance, execute a Contract in accordance with the Proposal and upon the terms, conditions, and prices set forth in the form and manner required by City of Fairburn, Georgia, and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to City of Fairburn, Georgia, each in the amount of 100% of the total



Contract Price, in form and with security satisfactory to said City of Fairburn, Georgia, and otherwise, to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to City of Fairburn, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

(Signatures Next Page)

**City of Fairburn, Georgia**

PROVIDED, FURTHER, that Principal and Surety agree and represent that this bond is executed pursuant to and in accordance with the applicable provisions of the Official Code of Georgia Annotated, as Amended, including, but not limited to, O.C.G.A.. 36-91-1 et seq., and is intended to be and shall be constructed as a bond in compliance with the requirements thereof.

Signed, sealed and dated this day of \_\_\_\_\_, 20 \_\_\_\_

CITY OF FAIRBURN, GEORGIA

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

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

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

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

ATTEST:

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
Resident Agent

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness as to Surety)

\_\_\_\_\_  
(Address)

NOTE: If Contractor is Partnership, all partners should execute Bond. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



**\*\*\* ATTENTION\*\*\***

**FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION:**

- 1. FAILURE TO USE CITY BID SCHEDULE.**
- 2. FAILURE TO RETURN APPLICABLE COMPLIANCE SHEETS/SPECIFICATION SHEETS.**
- 3. FAILURE TO RETURN APPLICABLE ADDENDA.**
- 4. THE CITY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE BID.**

## **CITY OF FAIRBURN**

### **GENERAL INSTRUCTIONS FOR BIDDERS, TERMS AND CONDITIONS**

#### **I. PREPARATION OF BIDS:**

- A. Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.
- B. Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.
- C. Individuals, firms and businesses seeking an award of a City of Fairburn contract may not initiate or continue any verbal or written communications regarding a solicitation with any City officer, elected official, employee or other City representative without permission of the City Administrator named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the City Administrator. Violations will be reviewed by the City Administrator. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.
- D. Sample contracts (if pertinent) are attached, as are the affidavit(s) and affirmation. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful bidder(s) will be required to complete them prior to contract execution.

#### **II. DELIVERY:**

- A. Each bidder should state time of proposed delivery of goods or services.
- B. Words such as "immediate," "as soon as possible," etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

#### **III. EXPLANATION TO BIDDERS:**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all bidders before the close of bid. Any information given to a prospective bidder concerning an invitation for bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders. The written bid documents supersede any verbal or written communications between parties. Receipt of addendum should be acknowledged in the bid.

Although the City Administrator will make every effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the City Administrator prior to bid submittal.



#### **IV. SUBMISSION OF BIDS:**

- A. Bids shall be enclosed in sealed envelopes, addressed to the City of Fairburn with RESURFACING ON VARIOUS CITY ROADS, the date and hour of opening, bid number and name of the bidder on the face of the envelope. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
- B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the line item identified or City of Fairburn reserves the right to apply deduct however it deems appropriate.
- C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the City, at no expense to the City. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
- D. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.
- E. Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. Manufacturer's literature may be furnished,
- F. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
- G. Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The City will determine this.
- H. City of Fairburn is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by City of Fairburn. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in City construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

1. Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary,

#### **V. WITHDRAWAL OF BID DUE TO ERRORS:**

The bidder shall give notice in writing of their claim of right to withdraw their bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation

of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the City of Fairburn, City Administrator of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise.

Bid withdrawal is not automatically granted and will be allowed solely at City of Fairburn discretion.

#### **VI. TESTING AND INSPECTION:**

Since tests may require several days for completion, the City reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item, which fails to meet the specifications, shall be borne by the bidder.

#### **VII. F.O.B. POINT:**

Unless otherwise stated in the invitation to bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. PATENT INDEMNITY:**

The contractor guarantees to hold the City, its agents, officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS:**

A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to City of Fairburn for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation.

#### **X. AWARD:**

A. Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, and the



delivery terms will be taken into consideration in making the award. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract.

B. The City reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

C. The City reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

#### **XI. DELIVERY FAILURES:**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the City Administrator, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the City Administrator, shall constitute authority for the City Administrator or to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the City within a reasonable time specified by the City Administrator for any expense incurred in excess of contract prices, or the City shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the City may penalize the contractor one percent (1 %) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the City Administrator.

#### **XII. CITY FURNISHED PROPERTY:**

No material, labor or facilities will be furnished by the City unless so provided in the invitation to bid.

#### **XIII. REJECTION AND WITHDRAWAL OF BIDS:**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XIV. CONTRACT:**

Each bid is received with the understanding that the acceptance in writing by the City of Fairburn of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the bidder and the City which shall bind the bidder on their part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The City, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a bid package containing a City of Fairburn "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that City of Fairburn requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, City of Fairburn shall pay to the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that City of Fairburn fails to pay the contractor within sixty (60) days of receipt of a pay requested based upon work completed or service provided pursuant to the contract, the City shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61<sup>st</sup>) day following receipt of pay requests. The contractor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

#### **XV. NON-COLLUSION:**

Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

#### **XVI. DEFAULT:**

The contract may be canceled or annulled by the City Administrator in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or their surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on their bid, unless extended in writing by the City Administrator, shall constitute contract default.

#### **XVII. TERMINATION FOR CAUSE:**

The City may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

#### **XVIII. TERMINATION FOR CONVENIENCE:**

The City may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the City's termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

#### **XIX. INELIGIBLE BIDDERS:**

The City may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses or other monies due to the City. Failure to respond to three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.



**XX. AMERICANS WITH DISABILITIES ACT:**

All contractors for City of Fairburn are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), City of Fairburn provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees with disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of City of Fairburn should be directed to Tom Barber, City Administrator, 56 Malone Street, Fairburn, Georgia 30213, (770) 964-2244.

**XXI. TAX LIABILITY:**

Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor.

See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

**XXVIII. STATE LAW REGARDING WORKER VERIFICATION:**

State Law requires that all who enter into a contract for the physical performance of services with the City must satisfy O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, in all manner, and such are conditions of the contract. By submitting a proposal to the City, contractor agrees that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they are in compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02. Such attestation(s) shall be maintained and may be inspected by the City at any time. Any such attestation shall become a part of the contractor/subcontractor agreement.

An affidavit of such compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 will be initiated by the City, signed by the contractor, and will become part of the contract.

**XXIX. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

It is the policy of City of Fairburn that unauthorized aliens shall not be employed to perform work on City contracts involving the physical performance of services. Therefore, the City shall not enter into a contract for the physical performance of services within the State of Georgia unless the contractor shall provide evidence on City-provided forms that it and its subcontractors have registered for and are participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) to verify information of all new employees. The City Administrator with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor's or subcontractors' compliance with O.C.G.A. § 13-10-91 and the rules and regulations of the Georgia Department of Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of three (3) years following completion of the contract. This requirement shall

apply to all contracts for the physical performance of services where more than three (3) persons are employed on the City contract. Whenever it appears that a contractor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the City Administrator shall report same to the Department of Homeland Security.

A contractor's failure to participate in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract. If it is determined that a subcontractor is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2), City of Fairburn may direct the contractor to terminate that subcontractor. A contractor's failure to follow City of Fairburn instruction to terminate a subcontractor that is not participating in the federal work authorization program as defined by O.C.G.A. § 13-10-90(2) may be sanctioned by termination of the contract.

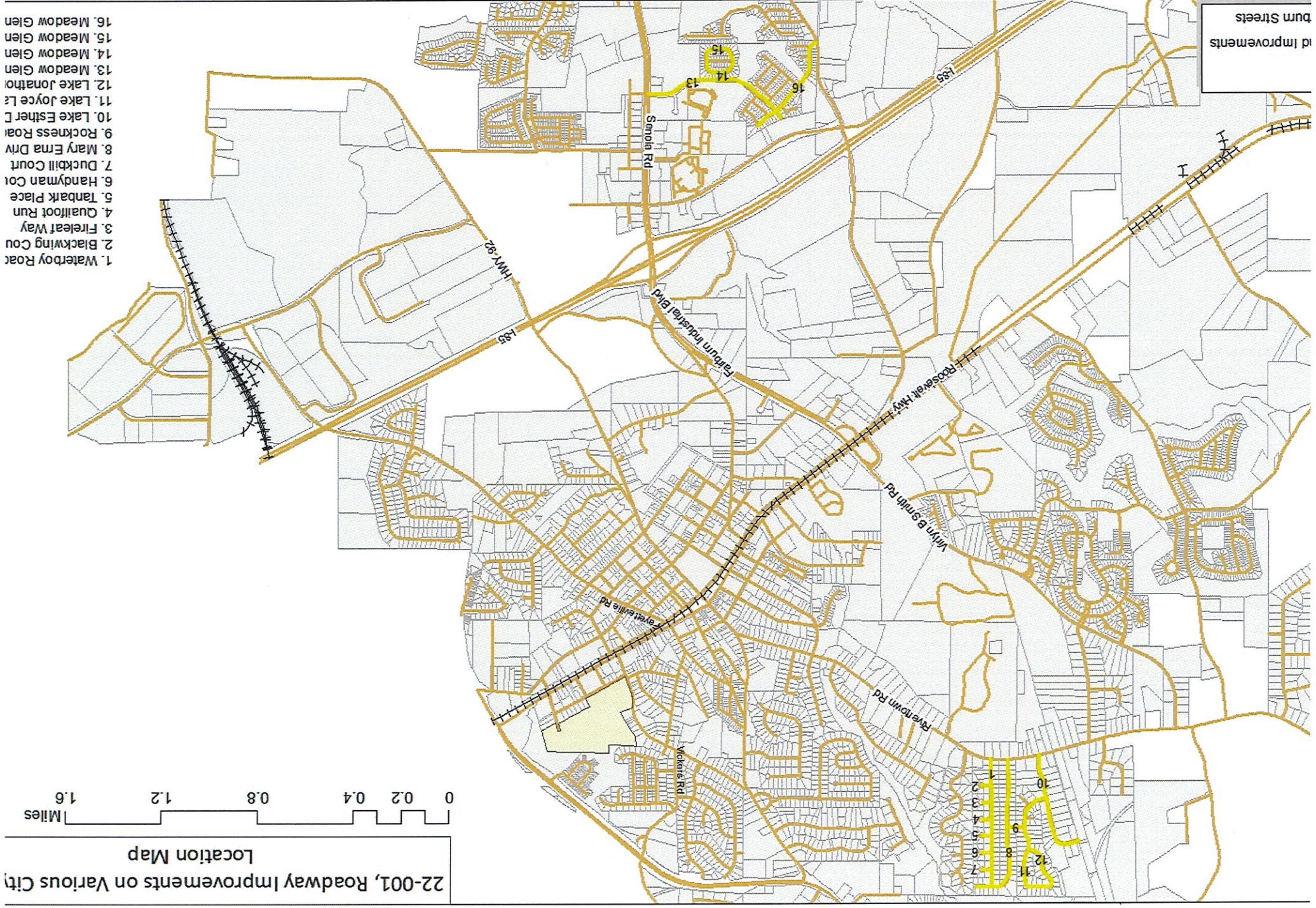
The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.



# 22-001, Roadway Improvements on Various City

## Location Map

0 0.2 0.4 0.8 1.2 1.6 Miles



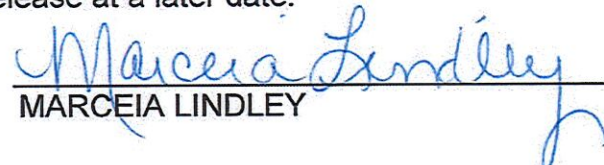


**Bid Opening Results IFB# 22-001 Roadway Improvements on Various City Roads**  
**BID OPENING: Friday, March 25, 2022-2:00 P.M.**

	<b>BIDDERS</b>	<b>Bid Bond</b>	<b>ADDEND. #1</b>	<b>Bid Amount</b>
1	ShepCo Paving, Inc.			
2	Blackjack Paving			
3	Blount Construction Company, Inc.	√	√	\$ 1,988,337.48
4	Baldwin Paving Co. Inc.			
5	C.W. Matthews Contracting Co., Inc.	√	√	\$ 2,187,892.86
6	E.R. Snell Contractor, Inc.	√	√	\$ 2,359,344.80
7	Piedmont Paving, Inc.	√	√	\$ 1,910,109.45
8	Stewart Brothers, Inc.	√	√	\$ 2,057,642.00
9	Sol Construction, LLC.			
10	Professional Paving			
11	Magnum Paving	√	√	\$ 1,750,141.07
12				
13				
14				

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

  
 LESTER THOMPSON

  
 MARCEIA LINDLEY





CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF:MARCH 31ST, 2022

## 360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Taxes</u>							
360-0000-31-3400 T-Splost Revenue	1,260,000.00	235,523.08	0.00	1,486,906.75	0.00	( 226,906.75)	118.01
TOTAL Taxes	1,260,000.00	235,523.08	0.00	1,486,906.75	0.00	( 226,906.75)	118.01
<u>Investment Income</u>							
360-0000-36-1000 Interest Income	10,000.00	0.00	0.00	1,324.95	0.00	8,675.05	13.25
360-0000-36-9002 City of South Fulton	504,019.00	0.00	0.00	0.00	0.00	504,019.00	0.00
TOTAL Investment Income	514,019.00	0.00	0.00	1,324.95	0.00	512,694.05	0.26
<u>Miscellaneous Revenue</u>							
360-0000-38-9000 Misc Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-38-9001 South Fulton CID	606,008.00	0.00	0.00	370,010.08	0.00	235,997.92	61.06
TOTAL Miscellaneous Revenue	606,008.00	0.00	0.00	370,010.08	0.00	235,997.92	61.06
<u>Other Financing Sources</u>							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	2,733,268.00	0.00	0.00	0.00	0.00	2,733,268.00	0.00
TOTAL Other Financing Sources	2,733,268.00	0.00	0.00	0.00	0.00	2,733,268.00	0.00
** TOTAL REVENUES **	5,113,295.00	235,523.08	0.00	1,858,241.78	0.00	3,255,053.22	36.34



CITY OF FAIRBURN  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF:MARCH 31ST, 2022

360-T-SPLOST Fund  
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Purchased-Contracted</u>							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	208,370.00	10,875.00	0.00	83,517.86	6,150.00	118,702.14	43.03
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	208,370.00	10,875.00	0.00	83,517.86	6,150.00	118,702.14	43.03
<u>Capital Outlay</u>							
360-0000-54-1400 Infrastruct-Ped & Str	283,243.00	0.00	0.00	0.00	0.00	283,243.00	0.00
360-0000-54-1410 Infrastruct-Roadway	4,621,682.00	0.00	0.00	1,052,270.04	0.00	3,569,411.96	22.77
TOTAL Capital Outlay	4,904,925.00	0.00	0.00	1,052,270.04	0.00	3,852,654.96	21.45
TOTAL Non-Departmental	5,113,295.00	10,875.00	0.00	1,135,787.90	6,150.00	3,971,357.10	22.33
TOTAL EXPENDITURES	5,113,295.00	10,875.00	0.00	1,135,787.90	6,150.00	3,971,357.10	22.33

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** 7-Year Lease Purchase of Two (2) Pierce Pumpers

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☒ OTHER

Submitted: 04/18/2022

Work Session: N/A

Council Meeting: 04/25/2022

**DEPARTMENT:** Fire

**BUDGET IMPACT:** \$53,339 (FY 2023); \$184,722.94 each fiscal year (FY 2024-2030)

**PUBLIC HEARING?** ☐ Yes ☒ No

---


**PURPOSE:** To approve the purchase of 2 Pierce Pumpers to replace our aging fleet and add to the fleet due to the growth of our city and call volume under a 7-year lease purchase program not to exceed \$1,430,000.00. The annual payment will not affect the budget for two (2) budget years. These units on average will take 24 months to build. Also, with this approval before the inflation date of May 1, 2022, it will save the city a cost of about \$107,250.00.

**HISTORY:** The fire department is seeking to replace one existing frontline apparatus which is the original unit purchased when the fire department was established in 2006 and a new apparatus for the new fire station.

**FACTS AND ISSUES:** Due to increasing call volume since 2006, these aging units went from responding to 612 calls yearly in 2007 to 3781 calls yearly in 2021.

**FUNDING SOURCE:** General Fund-Capital 100-3500-58-1200 Capital Lease Principal  
100-3500-58-2200 Capital Lease Interest

**RECOMMENDED ACTION:** Requesting Mayor and Council Approval to Execute a 7-year Lease Agreement with PNC Equipment Finance for two (2) Pierce Pumpers in an amount not to exceed \$1,430,000.00

  
Tony Phillips, City Administrator





FINANCIAL SOLUTIONS



## Tax Exempt Lease Purchase

4/15/2022

SALES ORGANIZATION: **Ten-8 - Jeff**  
 LESSEE: City of Fairburn, GA  
 TYPE OF EQUIPMENT: Two (2) Enforcer Pumps  
 EQUIPMENT COST: \$ 1,430,000.00  
 CUSTOMER DOWNPAYMENT: \$0.00  
 TRADE-IN: \$0.00  
 DELIVERY TIME: Per contract  
 PAYMENT MODE: Annual In Arrears  
 FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement  
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

Contact information:  
 Kim Simon  
 Locator: B4-B230-05-07  
 155 East Broad St  
 Columbus, OH 43215  
 Ph: 614-670-3994  
 Fax: (866) 352-3101  
 Kim.simon@pnc.com

Term	7 years
Number of Payments	7 annual payment with balloon due 30 days after final payment
Payment Amount	1 @ interest of \$53,339.00 due in 12 months only Then 7 @ \$184,722.94 due starting 2024
Balloon	1 @ \$415,705.86

**NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.**

**PERFORMANCE BOND:** To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a balloon payment at the end of lease term. Lessee shall have the option of turning-in the leased apparatus at the end of the contract term. If Lessee decides to purchase another Pierce apparatus of equal or higher value than the balloon amount, Pierce and PNC Equipment Finance will guarantee that the value of the leased vehicle will be equal to the balloon payment amount. If Lessee decides to keep the leased vehicle, it must either pay the balloon payment due or refinance the amount due for another term. Any refinancing will be subject to the credit approval of the Lessee at the discretion of PNC Equipment Finance. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Maximum cumulative mileage of 10,000 miles per year.

**BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

**This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.**

Accepted by: \_\_\_\_\_ Proposal submitted by Kim Simon

## Cornelius Robinson

---

**From:** Philip Potter <ppotter@gacities.com>  
**Sent:** Tuesday, April 19, 2022 11:48 AM  
**To:** Cornelius Robinson  
**Subject:** RE: GMA Lease Rates / Payments

Hi Chief Robinson—thanks again for your call. Please see the revised rates/payments below per your request:

### Pierce Pumpers (\$1,430,000)

Term	Interest Rate	Annual Payment
7 years	3.07%	\$230,129.99
10 years	3.23%	\$169,613.26
13 years	3.39%	\$137,837.99
15 years	3.45%	\$123,718.76

### Tiller Ladder (\$1,577,000)

Term	Interest Rate	Annual Payment
7 years	3.07%	\$253,786.71
10 years	3.23%	\$187,049.02
13 years	3.39%	\$152,007.35
15 years	3.45%	\$136,436.71

Thanks again and please let me know if I can provide any other info! -Philip

**From:** Philip Potter  
**Sent:** Monday, April 18, 2022 3:51 PM  
**To:** 'corobinson@fairburn.com' <corobinson@fairburn.com>  
**Subject:** GMA Lease Rates / Payments

Hi Chief Robinson—very good speaking with you a few minutes ago. Please see the rates, terms and payments below for your \$2.9 million transaction. As we discussed, we already have a Master Lease in place which would streamline the process, and in our transaction the City owns the trucks with clean title at the end of the term.

Term	Interest Rate	Annual Payment (\$2.9 million)
10 years	3.23%	\$343,970.94
13 years	3.39%	\$279,531.59
15 years	3.45%	\$250,898.19

Please let me know if you have any other questions or I can provide any further information.

Thanks again,

Philip Potter  
404-808-9343





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** 10-Year Lease Purchase of One (1) Pierce Enforcer Tiller

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

**Submitted:** 04/19/2022

**Work Session:** N/A    **Council Meeting:** 04/25/2022

**DEPARTMENT:** Fire

**BUDGET IMPACT:** \$64,499.30 (FY 2023); \$177,036.27 each fiscal year (FY 2024-2033)

**PUBLIC HEARING?** ( ) Yes    (X) No

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**PURPOSE:** To approve the purchase of 1 Pierce Enforcer Tiller to replace our aging fleet and add to the fleet due to the growth of our city and call volume under a 10-year lease purchase program not to exceed \$1,577,000.00. The annual payment will not affect the budget for two (2) budget years. This unit on average will take 24 months to build. Also, with this approval before the inflation date of May 1, 2022, it will save the city a cost of about \$118,275.00.

**HISTORY:** The fire department is looking to replace one existing frontline apparatus which is the original unit purchased when creating the new ladder company for the fire department in 2007 and will be relocated to the new fire station.

**FACTS AND ISSUES:** Due to increasing call volume since 2006, this aging unit went from responding to 688 calls yearly in 2007 to 3781 calls yearly in 2021.

**RECOMMENDED ACTION:** Requesting Mayor and Council Approval to Execute a 10-year Lease Agreement with PNC Equipment Finance for one (1) Pierce Enforcer Tiller in an amount not to exceed \$1,577,000.00

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

*Tony Phillips, City Administrator*



FINANCIAL SOLUTIONS



## Tax Exempt Lease Purchase

SALES ORGANIZATION: **Ten-8 - Jeff**  
 LESSEE: City of Fairburn, GA  
 TYPE OF EQUIPMENT: One (1) Pierce Enforcer Tiller  
 EQUIPMENT COST: \$ 1,577,000.00  
 CUSTOMER DOWNPAYMENT: \$0.00  
 TRADE-IN: \$0.00  
 DELIVERY TIME: Per contract  
 PAYMENT MODE: Annual In Arrears  
 FIRST PAYMENT DUE DATE: 1 Year After Lease Commencement  
 LEASE COMMENCEMENT DATE: Upon contract signing with Pierce

4/7/2022

Contact information:  
 Kim Simon  
 Locator: B4-B230-05-07  
 155 East Broad St  
 Columbus, OH 43215  
 Ph: (800) 820-9041 ext. 1  
 Fax: (866) 352-3101  
 Kim.simon@pnc.com

Term	<b>10 years</b>
Number of Payments	10 annual payments with balloon due 30 days after final payment
Payment Amount	1 @ interest of \$64,499.30 due in 12 months only Then 10 @ \$ 177,036.27 due starting 2024
Balloon	1 @ \$229,223.44

**NOTE: All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.**

**PERFORMANCE BOND:** To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a balloon payment at the end of lease term. Lessee shall have the option of turning-in the leased apparatus at the end of the contract term. If Lessee decides to purchase another Pierce apparatus of equal or higher value than the balloon amount, Pierce and PNC Equipment Finance will guarantee that the value of the leased vehicle will be equal to the balloon payment amount. If Lessee decides to keep the leased vehicle, it must either pay the balloon payment due or refinance the amount due for another term. Any refinancing will be subject to the credit approval of the Lessee at the discretion of PNC Equipment Finance. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes. Maximum cumulative mileage of 10,000 miles per year.

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**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

**This proposal will be valid for fourteen (14) days from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.**

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Please let me know if you have any other questions or I can provide any further information.

Thanks again,

Philip Potter  
404-808-9343



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: PROPOSED CITY OF FAIRBURN TRAVEL POLICY**

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

**Submitted: 04/11/2022**

**Work Session: 04/11/2022**

**Council Meeting: 04/25/2022**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** There are no budget impacts.

**PUBLIC HEARING?** ☐ Yes      ☒ No

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**PURPOSE:** For Mayor and Council to approve the proposed travel policy.

**HISTORY:** The current travel policy for the City of Fairburn is over ten (10) years old. It does not consider the changes and advancements in travel that are current and relevant to date.

**FACTS AND ISSUES:** This policy was created using the current policy, state, and federal guidelines. By establishing this policy, it will guide and answer questions that travelers and approvers may have.

**FUNDING SOURCE:** There are no budget impacts, and thus no funding sources are needed.

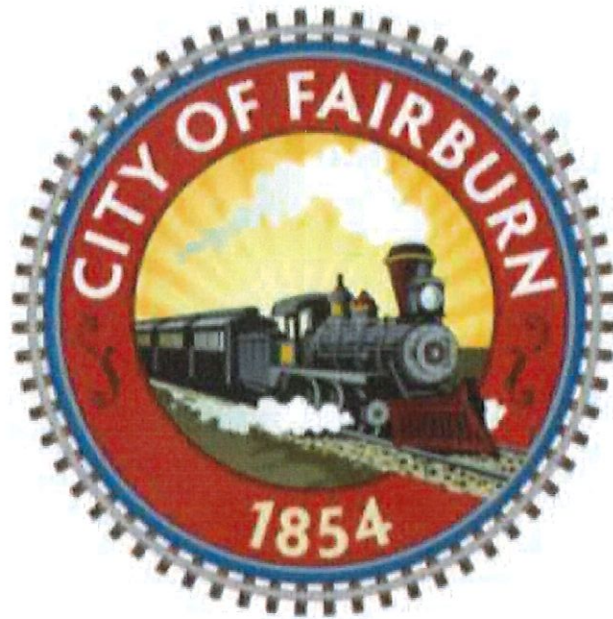
**RECOMMENDED ACTION:** Staff recommends that Mayor and Council approve the proposed policy to become the City of Fairburn's new travel policy.

  
\_\_\_\_\_  
Tony M. Phillips, City Administrator

\_\_\_\_\_  
Mario B. Avery, Mayor



# Proposed City of Fairburn Travel Policy Manual Update



# City of Fairburn

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# City of Fairburn

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## 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

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## 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

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- 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

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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

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## 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

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## **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

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## **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

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## 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

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## **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](http://irs.gov)".

# City of Fairburn

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## 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

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## 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

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## 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

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- 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

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## 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 TRAVEL EXPENSE REPORT

Employee Name \_\_\_\_\_

Travel From \_\_\_\_\_ Travel To \_\_\_\_\_

Department \_\_\_\_\_

Destination \_\_\_\_\_

Event Name \_\_\_\_\_

Estimated Cost of Total Trip \$ -

EXPENSES	ESTIMATED	PRE-PAID	TOTAL	CHK or CRD	Notes:																																										
<b>Registration Cost:</b>			0.00		<i>*Per Diem rates can be found at <a href="http://www.gsa.gov/portal/category/26429">http://www.gsa.gov/portal/category/26429</a>- Please note first and last day breakdowns are calculated at 75%</i>																																										
<b>Lodging:</b> # of Nights ____ x Rate of \$__ per night			0.00																																												
<b>Transportation:</b>																																															
<input type="checkbox"/> GOVT VEHICLE MILEAGE			0.00		<b>Comments:</b>																																										
<input type="checkbox"/> PERSONAL VEHICLE MILEAGE: # of miles ____ x Rate of \$_.585__ per mile			0.00																																												
<input type="checkbox"/> RENTAL CAR/LIMO/TAXI			0.00																																												
<input type="checkbox"/> AIRLINE: Departure Date: _____ Arrival Date: _____ Rate: \$ _____					<b>Meal Expenditures</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Travel Date</th> <th style="width: 10%;">Breakfast Allowance</th> <th style="width: 10%;">Lunch Allowance</th> <th style="width: 10%;">Dinner Allowance</th> <th style="width: 10%;">Incidental Allowance</th> <th style="width: 10%;">Daily Total</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ -</td> </tr> </tbody> </table>	Travel Date	Breakfast Allowance	Lunch Allowance	Dinner Allowance	Incidental Allowance	Daily Total						\$ -						\$ -						\$ -						\$ -						\$ -						\$ -
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Parking: # of Days: ____ @ Rate of \$ ____ per day			0.00																																												
<b>Meal Expenditures</b>			0.00																																												
<b>Other Expenses:</b>																																															
Specified:			0.00																																												
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<b>TOTAL</b>	\$ -	\$ -	\$ -		<b>Total</b> <div style="display: flex; justify-content: space-between;"> <span>Accounts Payable Use Only</span> <span>Date Received: _____</span> </div>																																										
<b>Line Items</b>	I certify that the above statements are true and that the expenses reported have been incurred by me in the participation of the referenced program(s).  Prepared by: _____ Date: _____ Mgr. Approval: _____ Date: _____ Asst. Administrator Approval: _____ Date: _____ Administrator Approval: _____ Date: _____				Check Amount: \$ _____ Check Date: \$ _____ Check #: _____																																										
1) Training Account #																																															
2) Travel Account #																																															







**STATE OF GEORGIA**  
**CERTIFICATE OF EXEMPTION OF LOCAL HOTEL/MOTEL EXCISE TAX**

**ATTENTION: GEORGIA HOTEL AND MOTEL OPERATORS**

Effective April 2, 1987, Act Number 621 amending Official Code of Georgia Annotated Section 48-13-51 provides that Georgia state or local government officials or employees traveling on official business should not be charged county or municipal excise tax on lodging, often referred to as local hotel/motel tax.

Upon verification of the identity of the government official or employee identified below, Georgia hotel and motel operators are required to exempt the individual from any applicable tax(es), as outlined below.

Tax	Acceptable Payment Methods	Required Form(s) – Provided by the Traveler
Occupancy Tax (local, county, or municipal lodging, or excise tax)	ALL payment methods accepted (Personal or Government payment)	State of GA Certificate of Exemption of Local Hotel/Motel Excise Tax

A copy of this exemption form must be maintained with hotel tax records to document the individual's status as a government official or employee traveling on official business. If you have any questions, please contact the traveler's accounting or fiscal office contact, identified below.

**CERTIFICATION:**

This is to certify that the lodging obtained on the date(s) identified below was required in the discharge of my official duties for the named agency, and qualifies for exemption of the local hotel/motel excise tax under Official Code of Georgia Annotated Chapter 48-13 (as amended by Act 621, Georgia Laws 1987).

Signature of Official or Employee \_\_\_\_\_ Date \_\_\_\_\_

**Please complete below:**

Name of Official or Employee \_\_\_\_\_

Title of Official or Employee \_\_\_\_\_

Government Agency Represented \_\_\_\_\_

Accounting/Fiscal Office Contact Name \_\_\_\_\_ Phone No. \_\_\_\_\_

Date(s) of Lodging \_\_\_\_\_

**NOTE:** Government officials or employees are also exempt from Georgia State Sales Tax when individuals submit the "Department of Revenue Sales Tax Certificate of Exemption Form (ST-5)" to hotel operators. The payment methods that are applicable to the exemption of this sales tax are either a State of Georgia issued credit card or payments made by directly billing the governmental organization.



**STATE OF GEORGIA  
DEPARTMENT OF REVENUE  
SALES TAX CERTIFICATE OF EXEMPTION  
GEORGIA PURCHASER**

**To:**

SUPPLIER

DATE

SUPPLIER'S ADDRESS

CITY

STATE

ZIP CODE

**THE UNDERSIGNED HEREBY CERTIFIES** that all purchases\* made after this date will qualify for the tax-free or tax-exempt treatment indicated below. (Check the Applicable Box) (\*The terms "purchase" and "sale" include leases and rentals.)

- ☐ 1. Purchases of tangible personal property or services for **RESALE ONLY**. O.C.G.A. § 48-8-30. A sales and use tax number is required unless the purchaser is one of the following: church, qualifying tax exempt child caring institution, tax exempt parent-teacher organization or association, private school (grades K-12), nonprofit entity raising funds for a public library, member councils of the Boys Scouts of America or Girl Scouts of the U.S.A. TAX-FREE TREATMENT DOES NOT EXTEND TO ANY PURCHASE TO BE USED BY THE PURCHASER, INCLUDING ITEMS THE PURCHASER WILL DONATE. O.C.G.A. §§ 48-8-3(15), (39), (41), (56), (59), (71).
- ☐ 2. Purchases of tangible personal property or services made by the United States government, the state of Georgia, any county or municipality of this state, fire districts which have elected governing bodies and are supported in whole or in part by ad valorem taxes, or any bona fide department of such governments when paid for directly to the seller by warrant on appropriated government funds. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(A).
- ☐ 3. Purchases of tangible personal property or services made by any authority created by local law enacted by the General Assembly or local constitutional amendment, which authority provides public water or sewer service. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(1)(B).
- ☐ 4. Purchases of tangible personal property or services made by the University System of Georgia and its educational units, the American Red Cross, a Community Service Board located in this state, Georgia Department of Community Affairs Regional Commissions, or specific qualified authorities provided with a sales tax exemption under Georgia law. A sales and use tax number is not required for this exemption. O.C.G.A. §§ 37-2-6.1(d), 48-8-3(8), 50-8-44.
- ☐ 5. The sale, use, consumption, or storage of materials, containers, labels, sacks, or bags used for packaging tangible personal property for shipment or sale. Materials purchased at a retail establishment for consumer use are not exempt. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(94).
- ☐ 6. Aircraft, watercraft, motor vehicles, and other transportation equipment manufactured or assembled in this state when sold by the manufacturer or assembler for use exclusively outside this state and when possession is taken from the manufacturer or assembler by the purchaser within this state for the sole purpose of removing the property from this state under its own power when the equipment does not lend itself more reasonably to removal by other means. A sales and use tax number is not required for this exemption. O.C.G.A. § 48-8-3(32).
- ☐ 7. The sale of aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles, and major components of each, that will be used principally to cross the borders of this state in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States Government. Replacement parts installed by carriers in such aircraft, watercraft, railroad locomotives and rolling stock, and motor vehicles that become an integral part of the craft, equipment, or vehicle are also exempt. The exemption does not extend to private carriers. O.C.G.A. § 48-8-3(33)(A).
- ☐ 8. Purchases of tangible personal property or services made by the Federal Reserve Bank, a federally chartered credit union, or a credit union organized under the laws of this state. A sales and use tax number is not required for this exemption. 12 U.S.C. §§ 531, 1768 § 1768; O.C.G.A. § 48-6-97.

*Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, this certificate is true and correct and made in good faith, pursuant to the sales and use tax laws of the State of Georgia. Further, I understand that any tangible personal property obtained under this certificate is subject to sales and use tax if the purchaser uses or consumes the property in any manner other than indicated above.*

Purchaser's Name: \_\_\_\_\_ Sales Tax Number: \_\_\_\_\_  
(IF REQUIRED)

Purchaser's Type of Business: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

Printed Name and Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Supplier must secure and maintain one properly completed certificate of exemption from each purchaser making purchases without the payment of tax.**



## CITY OF FAIRBURN

### CASH ADVANCE AUTHORIZATION FOR TRAVEL EXPENSES

Date of Request \_\_\_\_\_

Date Check is Needed \_\_\_\_\_

#### EMPLOYEE INFORMATION:

Employee Name: \_\_\_\_\_ Title \_\_\_\_\_

Division/Office: \_\_\_\_\_ Location: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Amount of Advance Requested: \$ \_\_\_\_\_

Purpose for Advance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### Please attach backup documentation

Other employees attending same training/event: Yes \_\_\_\_ No \_\_\_\_

#### AUTHORIZATION:

\_\_\_\_\_ is hereby authorized to receive a travel advance of \$ \_\_\_\_\_

Division Director: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

#### ACCOUNTING INFORMATION:

Budget Year: \_\_\_\_\_

Budget Account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Check Number: \_\_\_\_\_ Date: \_\_\_\_\_

#### AGREEMENT:

I hereby acknowledge receipt of the above authorized funds and agree to utilize these funds only for the purposes authorized in the City's Travel Expense Policy.

**I further agree to submit a travel expense report with appropriate receipts and promptly refund all unused funds.**

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

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



# GOVERNMENT OF THE CITY OF FAIRBURN

## Office of the City Administrator

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective service areas prior to the City Administrator's receipt for final approval and signature, as needed. Items should be routed in the following order: 1) Originating Department and any other applicable Departments; 2) Finance Director; 3) Assistant City Administrator; and 4) City Administrator.

### Parties Consulted:

### Initials

### Date

- ☒ Assistant City Administrator  
Complies with operational processes and guidelines
- ☐ City Attorney / General Counsel  
Legal issues have been addressed
- ☐ Buildings Director  
Complies with Division/Programmatic processes
- ☐ City Clerk  
Complies with Division/Programmatic processes
- ☐ Community Development Director  
Complies with Division/Programmatic processes
- ☐ Economic Development Director  
Complies with Division/Programmatic processes
- ☒ Finance Director  
Complies with Division/Programmatic processes
- ☐ Fire Chief  
Complies with Division/Programmatic processes
- ☐ Human Resources Director  
Complies with Division/Programmatic processes
- ☐ Municipal Court Judge  
Complies with Division/Programmatic processes
- ☐ Parks & Recreation Director  
Complies with Division/Programmatic processes
- ☐ Planning & Zoning Director  
Complies with Division/Programmatic processes
- ☐ Police Chief  
Complies with Division/Programmatic processes
- ☐ Street Department Director  
Complies with Division/Programmatic processes
- ☐ Utilities Director  
Complies with Division/Programmatic processes

J/C

4/12/22

RMD

4.12.22

**City Administrator's Decision**    ☒ **Approved**    ☐ **Disapproved**

In this section, the City Administrator will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

### City Administrator's Comments:

Tyler De la Rosa  
City Administrator's Signature

4/12/22  
Date





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: Mental Fitness, 21<sup>st</sup> Century Learning, Inc. Usage Agreement**

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

**Submitted: April 19, 2022**

**Council Meeting: April 25, 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, 21<sup>st</sup> Century Learning, Inc. 2022 summer camp program.

**HISTORY:** Mental Fitness, 21<sup>st</sup> 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:** This item was brought to Mayor and Council on April 11, 2022 and was voted to hold for further discussion.

**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, 21<sup>ST</sup> CENTURY LEARNING INC.  
AND CITY OF FAIRBURN, GEORGIA**

This Amended Agreement, made as of April 25, 2022 by and between Mental Fitness, 21<sup>st</sup> Century Learning, Inc. (hereinafter "Mental Fitness") and the City of Fairburn, Georgia (hereinafter "the City") is for the provision of 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 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 \$1,940.00 per month June & July, which rent shall be paid on or before the tenth (10<sup>th</sup>) day of each month. Effective on the fifteenth (15<sup>th</sup>) day of the month, a ten percent (10%) late fee shall be applied.



**D. MENTAL FITNESS AGREES TO:**

1. Provide high-quality 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 programs located at the Fairburn Youth Center located at 149 SW Broad St. and the Fairburn Education Campus located at 310 NW Broad St.
6. Mental Fitness staff is responsible for the daily cleaning of the Fairburn Youth Center and the Fairburn Education Campus including the restrooms, common areas, kitchen and program areas. Daily cleaning should include the following tasks.
  - Disinfect all high touch areas – door handles, water fountains, toilet handles, sinks, bleachers
  - Clean, disinfect and restock restrooms – hourly
  - Empty trash cans
  - Clean all entrance and exit door windows
  - Dust and disinfect
  - Sweep and mop all tile floors (excluding the gym)
  - Clean window seals
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.

**E. 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 week) 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 week) 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 an “office” area inside of the Fairburn Youth Center's gymnasium.

**F. 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 addendum. Should there be any discrepancy amongst the documents; the above order of priority will prevail.

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

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

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

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

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

City of Fairburn, Georgia

\_\_\_\_\_  
John Childs – Signature

\_\_\_\_\_  
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:** Monthly Financial Presentation

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☐ RESOLUTION

☒ OTHER

Submitted: 04/19/2022

Work Session: N/A

Council Meeting: 04/25/2022

**DEPARTMENT:** Finance

**BUDGET IMPACT:** There are no budget impacts.

**PUBLIC HEARING?** ☐ Yes ☒ No

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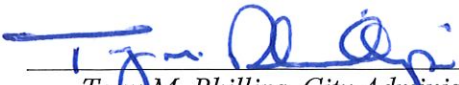
**PURPOSE:** Financial presentation to Mayor and Council.

**HISTORY:** This presentation is the first financial presentation for the fiscal year FY2022.

**FACTS AND ISSUES:** This presentation is a report on the financial standings of the City of Fairburn as of March 31, 2022.

**FUNDING SOURCE:** There are no budget impacts.

**RECOMMENDED ACTION:** No recommended actions.

  
Tony M. Phillips, City Administrator



# CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED MARCH 31, 2022

AS OF APRIL 25, 2022



PRESENTED BY

PETERSON M. DAVID, MBA, MSFS

DIRECTOR OF FINANCE



# CITY OF FAIRBURN GENERAL FUND

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## FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)  
MARCH 31, 2022

1. The City of Fairburn's General Fund (GF) concludes its 6<sup>th</sup> month of 2022 operation with \$7.6M in net cash flow.
2. To date the General Fund has generated \$14.9M in Revenue with \$7.30M in General Fund Expenditures.
3. As of March 31, 2022, the City has collected 70.42% of its YTD Revenues.
4. To date the City has expensed 34.43% of its budget, however expenditures are anticipated to increase.
  - Filling Vacant Positions
  - Upcoming Events & Festivals
  - Community Activities
  - Seasonal Expenditures
5. Property and Sales Tax Revenue represents the City's General Fund primary source of operating resources.
  - Real Property Tax represents 52% of GF Revenue
  - Sales Tax represents 17% of GF Revenue
6. All revenue streams are on track to meet the budget.



# CITY OF FAIRBURN GENERAL FUND

## Statement of Revenues & Expenditures

FOR MONTH ENDING  
MARCH 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	YTD REVENUE
Real Property Tax	\$7,207,321	\$7,824,520
Motor Vehicle Tax	\$550,000	\$329,060
Franchise Tax	\$1,100,000	\$1,108,943
Local Option Sales Tax	\$3,800,000	\$2,572,523
Business & Occupation Tax	\$750,000	\$757,051
Other Taxes	\$2,180,946	\$1,553,512
Licenses & Permits	\$580,890	\$247,452
Charges for Services	\$149,500	\$36,952
Fines & Forfeitures	\$507,000	\$425,869
Other Revenues	\$4,394,527	\$86,332
<b>TOTAL REVENUES</b>	<b>\$21,220,184</b>	<b>\$14,942,214</b>



# CITY OF FAIRBURN GENERAL FUND

## Summary of Revenues

FOR MONTH ENDING  
March 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	MARCH 2022	YTD REVENUE	% OF YTD REVENUE
Real Property Tax	\$7,207,321	\$31,430	\$7,824,520	52.37%
Motor Vehicle Tax	\$550,000	\$59,176	\$329,060	2.20%
Franchise Tax	\$1,100,000	\$560,336	\$1,108,943	7.42%
Local Option Sales Tax	\$3,800,000	\$404,362	\$2,572,523	17.22%
Business & Occupation Tax	\$750,000	\$366,217	\$757,051	5.07%
Other Taxes	\$2,180,946	\$27,791	\$1,553,512	10.40%
Licenses & Permits	\$580,890	\$57,476	\$247,452	1.66%
Charges for Services	\$149,500	\$13,250	\$36,952	0.25%
Fines & Forfeitures	\$507,000	\$83,551	\$425,869	2.85%
Other Revenues	\$4,394,527	\$9,655	\$86,332	0.58%
TOTAL REVENUES	\$21,220,184	\$1,613,244	\$14,942,214	100%



# CITY OF FAIRBURN GENERAL FUND

## Statement of Revenues & Expenditures

FOR MONTH ENDING  
March 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	YTD EXPENDITURES	% OF BUDGET
Mayor & Council	\$414,332	\$126,694	30.58%
City Clerk	\$218,612	\$68,116	31.16%
City Administrator	\$1,097,004	\$404,799	36.90%
Finance	\$709,327	\$337,503	47.58%
Technology	\$340,000	\$86,685	25.50%
Human Resources	\$419,393	\$168,941	40.28%
Property Management	\$965,848	\$254,866	26.39%
Court Services	\$702,385	\$294,080	41.87%
Police	\$4,677,878	\$2,348,099	50.20%
Fire	\$4,072,338	\$1,712,266	42.05%
Public Works Administration	\$525,230	\$173,339	33.00%
Streets	\$1,583,400	\$600,106	37.90%
Maintenance & Shop	\$306,648	\$141,327	46.09%
Recreation Programs	\$632,101	\$202,393	32.02%
Inspection & Enforcement	\$333,580	\$137,672	41.27%
Planning & Zoning	\$393,921	\$110,345	28.01%
Economic Development	\$288,575	\$138,824	48.11%
Downtown Development Authority	\$20,700	\$0	0.00%
Non-Departmental	\$3,518,912	\$0	0.00%
<b>TOTAL EXPENDITURES</b>	<b>\$21,220,184</b>	<b>\$7,306,055</b>	<b>34.43%</b>

# PROPERTY TAX REVENUE

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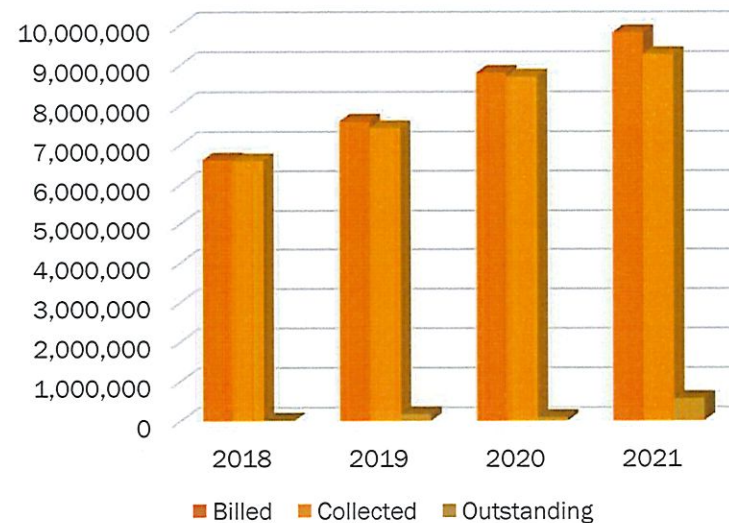
## Tax year billing amounts

- ❖ 2021 - \$9,824,509
- ❖ 2020 - \$8,809,359
- ❖ 2019 - \$7,600,997
- ❖ 2018 - \$6,621,971

## Tax year collection amounts and rate %

- ❖ 2021 - \$9,268,420 (94.34%)
- ❖ 2020 - \$8,715,354 (98.93%)
- ❖ 2019 - \$7,427,067 (97.71%)
- ❖ 2018 - \$6,601,714 (99.69%)

Property Tax Year Comparison





# CITY OF FAIRBURN ENTERPRISE FUND

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## FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)  
MARCH 31, 2022

1. The City of Fairburn's Enterprise Fund (EF) concludes its 6<sup>th</sup> month of 2022 operation with \$1.3M in net cash flow.
2. To date the Enterprise Fund has generated \$9.7M in Revenue with \$8.4M in Enterprise Fund Expenditures.
3. As of March 31, 2022, the City has collected 48.20% of its YTD Revenues.
4. To date the City has expensed 41.59% of its budget,
5. All revenue streams are on track to meet the budget.

# CITY OF FAIRBURN ENTERPRISE FUND

## Statement of Revenues & Expenditures

FOR MONTH ENDING  
MARCH 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	YTD REVENUE
Charges for Services	\$19,314,571	\$9,752,096
Investment Income	\$154,722	\$1,622
Miscellaneous Revenue	\$522,233	\$34,257
Other Financing Sources	\$312,249	\$0
TOTAL REVENUES	\$20,303,775	\$9,787,975



# CITY OF FAIRBURN ENTERPRISE FUND

## Summary of Revenues

FOR MONTH ENDING  
March 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	MARCH 2022	YTD REVENUE	% OF YTD REVENUE
Charges for Services	\$19,314,571	\$1,476,648	\$9,752,096	99.63%
Investment Income	\$154,722	\$0	\$1,622	0.02%
Miscellaneous Revenue	\$522,233	\$15,651	\$34,257	0.35%
Other Financing Sources	\$312,249	\$0	\$0	0.00%
TOTAL REVENUES	\$20,303,775	\$1,492,299	\$9,787,975	100%

# CITY OF FAIRBURN ENTERPRISE FUND

## Statement of Revenues & Expenditures

FOR MONTH ENDING  
March 31, 2022

ACCOUNT DESCRIPTION	2022 BUDGET	YTD EXPENDITURES	% OF BUDGET
Water & Sewer	\$8,838,437	\$2,602,255	29.44%
Stormwater	\$859,687	\$461,624	53.70%
Water & Sewer Bond	\$331,700	\$63,350	19.10%
Electric	\$9,423,951	\$4,995,106	53.00%
Sanitation	\$850,000	\$322,445	37.93%
TOTAL EXPENDITURES	\$20,303,775	\$8,444,780	41.59%





# QUESTIONS?





# City Administrator's Monthly Report

March 2022

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Fairburn, GA

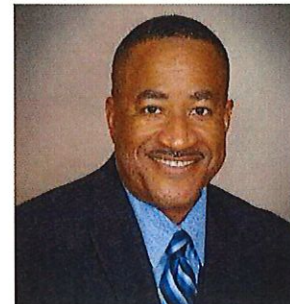
Authored by: Tony M. Phillips, CPM®





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## Government of the City of Fairburn



Greetings Honorable Mayor & City Council Members,

I am honored to present a summary of the City's monthly administrative activities. Fairburn continues to be unequivocally "Situated to Succeed". A city that combines multiple assets into one of the state's best live, work, play communities. Our staff is focused on continuing our daily commitment to ensuring our residents receive best in class customer service, while being responsive to our neighborhoods, communities, and local businesses to support a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities through the end of March 2022. The City continues its positive path forward under the leadership of the Honorable Mayor Mario B. Avery.

- Ms. TaLisha Champagne, MBA, PHR has been hired as the Director of Human Resources. She brings an impressive set of skills, qualifications, and education in conjunction with over 15 years' experience.
- We are continuing our proactive recruitment for all open positions in the City to help elevate departmental service delivery. In the month of March, we onboarded nine (9) new employees across five (5) departments (City Clerk, Finance, Fire, Streets, and Utilities)
- The implementation of the ClearGov Budget Cycle Management platform will begin in May. It will significantly increase the transparency and accessibility of the City's finance information while simultaneously enhancing efficiency and productivity for city staff.
- Ashley Nicole Communications LLC will be assisting the City with expanding our communication efforts as a consultant. There is a great opportunity to promote the many projects, events and initiatives currently underway in Fairburn and to sharpen our overall public communications.
- The renovation of Fire Station 21 is well underway, and we are seeing firsthand the impact of these needed improvements.

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I am passionate about our path forward in Fairburn. We are continuing to systematically build a topflight management team and staff to serve our residents at the highest level. We are consistently looking to implement innovative ways to connect with our citizens and provide opportunities to make Fairburn our region's most accessible government. This report highlights our initial and ongoing efforts to improve delivery of services in line with your collective vision as our elected leaders. Please review a summary of the City's successful outcomes from March 2022.

**Tony M. Phillips, CPM®**

City Administrator

City of Fairburn





## City Clerk

Director: Brenda James

March 2022

### **Department Highlights/Accomplishments:**

Received 107 open records request for March 2022 – researched and processed  
Processed incident reports to Travelers insurance  
Registered Council Members to attend training and processed per diem expense reports  
Prepared City Council Meeting packets for 03/28/22 and processed the agenda afterwards  
Processed the annual liability insurance policies, awaiting renewal correspondence  
Reviewed ordinances sent to Muni code  
Emailed weekly open requests report to Attorney, Mayor, City Administrator  
Prepared City Council Minutes

### **Project Status:**

Continue to work with open records request several times a day  
Continue to organize City records

### **Upcoming Events/Actions/Meetings:**

Index four (4) filing cabinets with contracts and agreements- Review 4 boxes of paperwork in Deputy Clerk's office  
Discuss open records request software with Attorney, Mayor, and City Administrator



## Community Development Department

Director: Lester Thompson, MPA

March 2022

### Department Highlights/Accomplishments:

The Notice to Proceed was issued to Pond & Company to Design the Lightning Community Pond and Greenspace Project on March 24<sup>th</sup>, 2022.

The Notice to Proceed was issued to Southeastern Engineering, Inc. (SEI) to Design the Duncan Park Roadway Extension Project on March 24<sup>th</sup>, 2022.

The bid opening for the 2022 Local Maintenance Improvement Grant (LMIG)/TSPLOST City-Wide Resurfacing Project; Roadway Improvements on Various City Roads Project (22-001), was conducted on March 25<sup>th</sup>, 2022.

### Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	3
Clearing & Grading Permits	0
Land Disturbance Permits (LDPs)	1

### Project Status:

Community Development Projects Under Construction		
Project Name	Permit Type	Permit Issuance Date
Fairburn Station	Land Disturbance Permit	March 16 <sup>th</sup> , 2022
1162 Hwy 54 East, LLC	Land Disturbance Permit	February 16 <sup>th</sup> , 2022
Tractor Supply Company	Land Disturbance Permit	February 11 <sup>th</sup> , 2022
Fairburn DC, Howell Avenue	Land Disturbance Permit	February 8 <sup>th</sup> , 2022
Trillium Reserve Subdivision	Land Disturbance Permit	September 29 <sup>th</sup> , 2021
TEREX (TRX) – USA – Fairburn	Land Disturbance Permit	August 20 <sup>th</sup> , 2021
Iron Horse Storage	Land Disturbance Permit	April 20 <sup>th</sup> , 2021
Graham Road Site	Land Disturbance Permit	April 2 <sup>nd</sup> , 2021
Fern Dale Subdivision	Land Disturbance Permit	March 31 <sup>st</sup> , 2021
Legend Creek Subdivision	Land Disturbance Permit	October 15 <sup>th</sup> , 2020





<b>Public Works/Capital Improvement Projects Under Design</b>		
<b>Project Name</b>	<b>Current Design Phase</b>	<b>Let Date</b>
I-85 @ SR 74/Senoia Road Interchange Project (PI# 0007841)	Right-of-Way	Management: October 15 <sup>th</sup> , 2022

The project currently has 53 parcels. GDOT has closed on nineteen (19) parcels, six (6) parcels are pending condemnation with one (1) filed, thirteen (13) options are with their attorney for closing, seventeen (17) parcels are still being negotiated, ten (10) parcels will need to be reappraised.

<b>Public Works/Capital Improvement Projects Under Construction</b>		
<b>Project Name</b>	<b>Notice to Proceed Date (NTP)</b>	<b>Completion Date(s)</b>
Downtown LCI Streetscape Project [SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI] (19-005/ PI #0012636)	July 6 <sup>th</sup> , 2020	Substantial: April 13 <sup>th</sup> , 2022 Final: May 22 <sup>nd</sup> , 2022
Oakley Industrial Full Depth Reclamation Project (21-001)	July 6 <sup>th</sup> , 2021	Substantial: October 29 <sup>th</sup> , 2021 Final: March 31 <sup>st</sup> , 2022
Rivertown Road Pedestrian Improvements Project (21-002)	October 4 <sup>th</sup> , 2021	Substantial: March 31 <sup>st</sup> , 2021 Final: May 31 <sup>st</sup> , 2022
Cora Robinson Park Improvements Phase II Project (21-003)	September 27 <sup>th</sup> , 2021	Substantial: April 30 <sup>th</sup> , 2022 Final: May 31 <sup>st</sup> , 2022
Dodd Street Community Plaza Project (21-003)	September 27 <sup>th</sup> , 2021	Substantial: April 30 <sup>th</sup> , 2022 Final: May 31 <sup>st</sup> , 2022
Roadway Improvements on Various City Roads Project (21-004), 2021 Local Maintenance Improvement Grant (LMIG)/TSPLOST City-Wide Resurfacing Project	September 20 <sup>th</sup> , 2021	Substantial: December 17 <sup>th</sup> , 2021 Final: March 31 <sup>st</sup> , 2022
Margaret Street Pedestrian Improvements Project (21-005)	September 27 <sup>th</sup> , 2021	Substantial: January 28 <sup>th</sup> , 2022 Final: March 31 <sup>st</sup> , 2022

**Upcoming Events/Actions/Meetings:** A Contract Award recommendation for the 2022 Local Maintenance Improvement Grant (LMIG)/TSPLOST City-Wide Resurfacing Project; Roadway Improvements on Various City Roads Project (22-001), will be presented at the April 25<sup>th</sup>, 2022, City Council Meeting.





## Economic Development

Director: Sylvia Abernathy

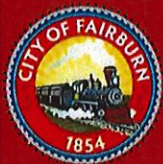
March 2022

- Participated in Aerotropolis Atlanta Blueprint 2.0 Project Workshop regarding 22- proposed catalytic sites, to provide input and information gathering. – March 15th
- **State of the Program with Georgia Main Street:** Participated in annual assessment meeting update. DCA reports job growth and business expansion within the city of Fairburn's Main Street Program district.
- **Aerotropolis/ Developers' Bus Tour:** Fairburn site selection and marketing completed to promote commercial development opportunities.
  - Site 1: 8515 Senoia Road/ 29.87 acres
  - Site 2: 8350 Senoia Road/ 2.38 acres
  - Site 3: 5650 Milam Road/ 14.31 acres
  - Site 4: 0 Meadow Glen Circle / 23.7 acres
- **Partners In Education:** Presented seven graduating Creekside High School JROTC seniors received the Fairburn Community Service Award, in recognition of outstanding support with the Keep Fairburn Beautiful/ Community Beautification Ambassadors (CBA) for volunteer hours, leadership, and contributions in civic responsibility. – March 25th
- **April City Newsletter.**

### Department Updates:

- DDA/DA Board Appointments: New Appointee letters issued. Orientation schedule and agenda forthcoming in May. Date: TBD
- **Downtown Design Project:** Digital wayfinding system presentation set for April 25 City Council Work Session.
- Completed February compliance survey for Fairburn Main Street Community Activities Report. Submitted update to GA Main Street/ DCA regarding downtown retail data, events, activities, and public/private improvements within the district.
- Downtown Special Events: Ongoing planning and coordination for upcoming event schedule, promotional campaigns, and concert series.



**Project Status:**

- **Development Projects.**
  - **LCI Roosevelt Highway Study:** Application completed and scope of work review underway.
  - Redevelopment of downtown parcels.
    - Ongoing discussions with business and property-owner stakeholders.
  - **Aerotropolis Blueprint 2.0:** Submitted Fairburn potential catalytic sites and completed jurisdiction survey. – February 7th
    - Ongoing workshops are scheduled.
    - Developers bus tour – scheduled for April 26th
- **Workforce Development Initiatives:**
  - Mentoring/ Apprenticeship program in development.
  - The apprenticeship program for ready-to-work youth. Meeting to review GMA, *Starts with Me* program model.
  - Ongoing meeting with education and business stakeholders.
- **Business Activation & Retention:**
  - Marketing meeting with Golden Krust Caribbean Café completed business profile for upcoming cooperative advertising.
  - Restored Promises Grand Opening Ribbon Cutting – scheduled for April 23rd
  - Cochran Mill Brewing Company 2nd Anniversary Ribbon Cutting – scheduled for May 7th (confirmation pending)

**Upcoming Events/Actions/Meetings:**

- Downtown Business Association Interest Meeting – TBD
- Taste of Fairburn- May 20th
- Third Friday Events & Concert Series
- Agricultural Day virtual event – TBD
- Main Street Board Meeting – March 15th
- Community Beautification Ambassador Meeting – March 22nd
- DDA/DA Board Meeting - TBD



## Finance

Director: Peterson David

March 2022

### **Department Highlights/Accomplishments:**

#### **Department Updates:**

Interviews held for vacant Revenue Specialist I position

- Candidate chosen, started 03/30/22

#### Personal Property Tax

- Collected: \$2,753,044.76
- Outstanding: \$71,997.54

#### Real Property Tax

- Collected: \$6,504,864.93
- Outstanding: \$241,092.83

#### Public Utility Tax

- Collected: \$10,510.26
- Outstanding: \$226,568.89

#### New services, March 1 – 31, 2022

- Electric: 35
- Water: 67
- Garbage: 69

#### **Project Status:**

FY20-21 Single Audit: Final stages

#### **Upcoming Events/Actions/Meetings:**

1. Present New Proposed Travel Policy to Council
2. Cleargov presentation – Transparency, Capital Projects, Personnel, & Budget tool
3. Finalize FY22 budget request
4. Present Mid-year Budget vs Actual report to Council
5. Short-Term rentals, Business & Alcohol Licenses moving to Finance





## Fire Department

Director: Chief Cornelius Robinson

March 2022

### **Department Highlights/Accomplishments:**

- Congratulations to Chief Robinson for receiving his 2<sup>nd</sup> Master's Degree in Business Administration from Columbia Southern University.
- Sergeant Krishna Craig represented the Fire Department in a Career Fair video posted on the city's Facebook page.
- 03/12/2022: Fairburn Fire (along with agencies from surrounding cities) were able to put out the fire that took place at Hair Joy Salon inside of Hudson Plaza. The damages were maintained only to Hair Joy.
- 03/30/22: Fairburn Fire unit successfully extracted passengers and a driver from a vehicle struck by a fallen tree at the intersection of East Broad Street and Senoia Road.

### **Department Updates:**

- The Georgia Renaissance Festival begins Saturday, April 9, 2022. Fairburn Fire Department will oversee First Aid for the duration of the festival, which ends May 30, 2022.
- 3 New Personnel members added
- Purchased new appliances for Station 21

### **Project Status:**

- Did follow up on Squad 22
- Traveled to Pierce Manufacturing in Appleton, WI, to review new apparatus and discuss needed specifications and features
- Still in talks with locking down a temporary station location
- Finalizing TAD positions

### **Upcoming Events/Actions/Meetings:**

- Newly graduated recruits are preparing to take the Emergency Medical Technician course offered by Atlanta Technical College.



## Planning and Zoning

Director: Tarika Peek

March 2022

### Department Highlights/Accomplishments:

#### Boards & Commissions Meetings

- The Planning and Zoning Commission meeting scheduled for April 5<sup>th</sup> was canceled due to the lack of agenda items. Next meeting - May 3<sup>rd</sup>
- The Art Advisory Council meeting scheduled for March 17<sup>th</sup> was canceled due to scheduling conflicts. Next meeting - April 21<sup>st</sup>

#### Community Meetings and other Meetings:

The Community Garden Plan Project Team Meeting was held on March 3<sup>rd</sup>.

Community Garden Field Visits: GROWL Garden on March 17<sup>th</sup> and Scharko Farms on March 28<sup>th</sup>

The Elder St./Strickland St. Rezoning Community Meeting was held on March 9<sup>th</sup> at 7:00 pm.

### Department Updates:

Permit Type & Other	Number Issued
Sign Permit	0
Film Permit	1
Short Term Rental Permit	1
Special Event Permit	1
Occupational Tax License Review	3
Zoning Verification Letter	1
Yard Sale Permit	2

### Project Status:

Community Development Projects Under Review	
Project Name	Plan Type
Popeye's	Site Development Plan
South Park Bldg. A	Site Development Plan
Buckingham - Google	Site Development Plan
South Park Bldg. B & C	Conceptual Site Plan
Copart	Clearing and Grading





**Upcoming Events/Actions/Meetings:**

**Rezoning Petitions**

DRB Group Georgia, LLC – A request to rezone 18.26 acres from R-1 (Single-family Residential) to R-4 (Single-family Residential) for 86 single-family residential lots.

**Meeting Dates: Planning and Zoning Commission - January 11, 2022 -**

**APPROVAL**

**City Council - February 14, 2022 - Deferred to March 28, 2022 -**

**FAILED**

**\*The rezoning petition will be scheduled for a future public hearing date.\***

Hernan Creek - A request to rezone 26.35 acres from AG (Agriculture) to R-4 (Single-family Residential) for 56 single-family residential lots.

**Meeting Dates: Planning and Zoning Commission - May 3, 2022**

**City Council - June 13, 2022**

Liberty Communities - A request to rezone 46.1 acres from AG (Agriculture) to R-4 (Single-family Residential) for 175 single-family residential lots.

**Meeting Dates: Planning and Zoning Commission - May 3, 2022**

**City Council - June 13, 2022**

Grind Capital Group - A request to rezone 32.3 acres from AG (Agriculture) to M-1 (Light Industrial) Residential) for a 273,000 square foot warehouse with a future build-out for an additional 128,000 square feet.

**Meeting Dates: Planning and Zoning Commission - June 7, 2022**

**City Council - July 11, 2022**

South City Partners - A request to rezone 14.979 acres from C-2 (General Commercial) to PD (Planned Development) for 288 multi-family units with a clubhouse, 4,000 square feet of retail space, and conservation open space with a concurrent variance to reduce the number of parking spaces from 2 per unit to 1.5 per unit.

**Meeting Dates: Planning and Zoning Commission - June 7, 2022**

**City Council - July 11, 2022**

Richard Lindsey - A request to rezone 3.14 acres from R-1 (Single-family Residential) to C-2 (General Commercial) for a convenience store with six pumps and two retail spaces.

**Meeting Dates: Planning and Zoning Commission - July 5, 2022 (Date may change to July 12<sup>th</sup>)**

**City Council - August 8, 2022**



**Proposed Text Amendments**

- Add liquor stores to the list of prohibited uses within the Highway 74 Overlay District
- Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
- Notice of public hearing letters to property owners distance increase from 500 feet





## PARKS AND RECREATION

Director: Chapin Payne

March 2022

### Department Highlights/Accomplishments:

- City-wide Career Fair
- New Hire: Recreation Coordinator – Christopher Barnes
  - Start date: April 27, 2022
- Pool & Splash Pad Passes – Now on Sale
- Outdoor basketball court fence repaired

### Department Updates:

- City-wide Career Fair – 70 participants
- Coffee & Canvas – 18 participants
- 2022 Duncan Park Pool & Splash Pad information updated
- GA Cities Week schedule confirmed
  - **Sunday, April 24th @10:30AM - 6:00 PM:** GA Cities Week Kickoff at the Georgia Renaissance Festival located right here in Fairburn. Visit [www.garenfest.com](http://www.garenfest.com) for ticket information.
  - **Monday, April 25th @ All Day:** Support your local Fairburn businesses! Provide a receipt and win a Fairburn prize
  - **Tuesday, April 26th @5:00PM -6:30 PM:** Public Safety Day! Visit with our Fairburn Police & Fire Departments. Enjoy a look inside our safety vehicles and ice cream.
  - **Wednesday, April 27th @6:00PM - 7:30 PM:** Education Night: Celebrating Literacy and Arts
  - **Thursday, April 28th @10:00AM - 12:00 PM:** City Tour - Connect for Success on our City Tour with City leadership
  - **Friday, April 29th @7:00PM -** Finale Jazz, Rhythm & Blues Concert
- Duncan Park Pool & Splash Pad seasonal prep started
- Weekly Youth Track & Field Meets – Season ending May 6, 2022
- Weekly Youth Tee-Ball Practice – Every Tuesday & Thursday



- Youth Football registration opens April 11, 2022
- New Program: Wellness Wednesdays – Every 1<sup>st</sup> and 3<sup>rd</sup> Wednesday June – July

### **Project Status:**

- Youth Center HVAC installation – (3) quotes received
  - Seeking additional quotes through Property Management Department due to additional electrical needs.
- Duncan Park entrance gate repair – scheduled for the week of April 18<sup>th</sup>
  - Damaged by a vehicle / gate re-located to front of the park
- Outdoor basketball court fence repair – Complete
- Duncan Park field maintenance – on going
- Mental Fitness Summer Camp facility usage agreement – April 11, 2022
- Pat Green Parking Lot usage contract – April 11, 2022
- Swim Lessons facility usage agreement – April 25, 2022
- Youth Center landscape – due to rain/ expected completion May 1<sup>st</sup>
- Fall Festival planning – on-going
- Duncan Park Pool & Splash Pad – season planning
  - Opening Day – May 28, 2022
  - Activities: Day camps, Swim Lessons, Open Swim, Water Aerobics
- Youth Center access control – reviewing best options

### **Upcoming Events/Actions/Meetings:**

- Easter Wreaths – April 13<sup>th</sup>
- Tee-Ball Opening Day – April 23<sup>rd</sup>
- GA Cities Week – April 24<sup>th</sup> – April 30<sup>th</sup>
- Popcorn & A Movie – April 27<sup>th</sup>
- Pool Opening Day – May 28<sup>th</sup>





## Marketing Materials:

**Georgia Cities Week**  
April 24th - 30th  
"Connecting for Success"

<b>SUNDAY</b> <b>Fairburn Day @ the Sun Fast</b> <small>Frankie Arnold Stage &amp; Courtyard</small> <b>Apr. 24th</b> <small>10:30A - 6:00P</small> Enjoy Fairburn's historic 18th Century attraction - Fleet, Ship, and Play Area Festival	<b>TUESDAY</b> <b>Public Safety Day</b> <small>Duncan Park</small> <b>Apr. 26th</b> <small>5:00P - 6:30P</small> Meet your Fairburn Police & Fire Department. See inside our safety vehicles and much more!
<b>WEDNESDAY</b> <b>Education Night</b> <small>Frankie Arnold Stage &amp; Courtyard</small> <b>Apr. 27th</b> <small>4:00P - 7:00P</small> An evening celebrating youth through Literacy & Art! Fun for all ages	<b>THURSDAY</b> <b>City Tour</b> <small>Various Locations</small> <b>Apr. 28th</b> <small>10AM - 12PM</small> Tour with City of Fairburn Leadership and Connect for Success!
<b>FRIDAY</b> <small>Frankie Arnold Stage &amp; Courtyard</small> <b>Apr. 29th</b> <small>7:00P - 10:00P</small> <b>Jazz and R&amp;B Concert</b> Enjoy a night of live music featuring Jazz & R&B artists.	

**Register for Events**  
  
[WWW.FAIRBURN.COM](http://WWW.FAIRBURN.COM)

**Fairburn Flames Youth Football**

REGISTRATION OPENS  
APRIL 11TH

**Age Groups:**  
 Flag Football - 3 & 4  
 5U, 6U, 7U, 8U, 9U  
 10U, 11U, 12U, 14U

Register Online at [www.fairburn.com](http://www.fairburn.com)  
 "How Do I" - Register for an Activity

For More information contact us  
 770-964-2244 ext. 134 or  
[jaberry@fairburn.com](mailto:jaberry@fairburn.com)

"Payment Plans Available"

Fairburn Parks & Recreation Department

## UPCOMING ADULT PROGRAMS

**04.13** **EASTER WREATH MAKING CLASS**  
10AM- 12PM  
Fairburn Youth Center

**04.27** **POPCORN & A MOVIE**  
11AM- 1PM  
Fairburn Annex

**05.04** **FLOWER POT PAINTING & PLANTING**  
11AM- 1PM  
Fairburn Youth Center

**05.18** **COFFEE & CANVAS**  
11AM- 1PM  
Fairburn Youth Center

REGISTER BY CALLING (770) 964-2244 EXT. 133 OR BY  
EMAILING [SHJACKSON@FAIRBURN.COM](mailto:SHJACKSON@FAIRBURN.COM)

## DUNCAN PARK POOL & SPLASH PAD

## SEASON SPLASH PASSES NOW ON-SALE

A SEASON SPLASH PASS PROVIDES ACCESS TO THE DUNCAN PARK POOL AND SPLASH PAD DURING OPEN SWIM HOURS FOR THE 2022 SEASON (MAY 28, 2022 - SEPTEMBER 4, 2022).

VISIT [WWW.FAIRBURN.COM](http://WWW.FAIRBURN.COM) - PARKS & RECREATION  
TO PURCHASE A SEASON PASS OR  
USE THE QR CODE

## WELLNESS WEDNESDAY'S

EVERY FIRST AND THIRD  
WEDNESDAY IN JUNE AND JULY

**HEALTHY FOOD AND LIFESTYLE VENDORS  
NEEDED**

PLEASE EMAIL [JABERRY@FAIRBURN.COM](mailto:JABERRY@FAIRBURN.COM) IF  
YOU WOULD LIKE TO TAKE PART IN THESE  
WELLNESS EVENTS. WE ARE CURRENTLY  
LOOKING FOR HEALTHY FOOD AND LIFESTYLE  
VENDORS!





## Police Department

Director: Chief James A. McCarthy

March 2022

### **Department Highlights/Accomplishments:**

- Three new officers hired on 4/04. One in the academy, three in field training.
- Part 1 crime rate for March 2022 down 9.6% from March 2021

### **Department Updates:**

- Upcoming public safety day for Georgia Cities Week on 4/26

### **Project Status:**

- Planning stages for:
  - Citizen Police Academy

### **Upcoming Events/Actions/Meetings:**

- Command Staff meeting every Wednesday at 10 AM
- 4/20 attending intern reception at Georgia State University for student that completed internship from January through March
- Lieutenant assessment on 4/29



**March 2022 Crime Report****Total Part 1 Crime Incidents****YTD**

○ 2022	76
○ 2021	328
○ 2020	416
○ 2019	589
○ 2018	709
○ 2017	824

Part 1 crimes are murder, manslaughter, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, and arson

Month	Increase / Decrease Same Month Prior Year	Total Part 1 Crimes
January 2021	- 56.9%	26
February 2021	- 7.4%	25
March 2021	- 19.4%	31
April 2021	- 22.2%	21
May 2021	4%	26
June 2021	- 9.6%	29
July 2021	- 14.2%	32
August 2021	- 35.2%	24
September 2021	- 30.5%	26
October 2021	- 31%	27
November 2021	36%	32
December 2021	- 23.6%	28
January 2022	7%	28
February 2022	- 8%	23
March 2022	-9.6%	28



- **Uniform Patrol Division**

○ Total Calls Answered:	738
▪ Self-Initiated	1408
▪ Dispatched	738
○ Arrests	48
○ Arrest – Released	50
○ Citations	529
○ Warnings	793
○ Incident Reports	308
○ Accident Reports	103

- **Special Services**

○ Total Calls Answered:	5
▪ Self-Initiated	112
▪ Dispatched	5
○ Arrests	11
○ Arrest – Released	5
○ Citations	42
○ Warnings	71
○ Incident Reports	33
○ Accident Reports	1

- **Criminal Inv. Division – March**

○ Cases Assigned	24
○ Ex-Cleared	1
○ Cleared by Arrest	1
○ Unfounded	1
○ Inactivated	7

- **CID – Cases Prior to March**

○ Carry Over	81
○ Ex-Cleared	1
○ Cleared by Arrest	4
○ Unfounded	10
○ Inactivated	30

- **Internal Affairs**

○ Vacancies	
▪ 3 police officers	

### Code Enforcement

#### March 2022

• Site Insp	0
• Stop Work	0
• Signs Removed	73
• Door Hangers	35
• 5 Day Notice	43
• Citations	1
• Complaints Resolved	38

### Police

#### March 2020

• Citations	643
• Warnings	1,175
• Arrests	39
• A/R	55

#### March 2021

• Citations	731
• Warnings	1,734
• Arrests	36
• A/R	79

#### March 2022

• Citations	529
• Warnings	793
• Arrests	48
• A/R	50

*Mar. '21 compared to Mar. '22*

*9.6% Part 1 crime decrease*





## Property Management

Director: Harvey Stokes

March 2022

### **Department Highlights/Accomplishments:**

- Designed the keyless entry access security system for Human Resources new location at 131 Washington Street. Installation scheduled for April 26<sup>th</sup> if not earlier.
- Reviewed and approved and released the construction documents and permits for the new Daycare Center located off Senoia Road.
- Repaired damaged support column at 131 Washington Street Bldg.
- Organized the workshop/ storage area including the Van with both power and hand tools for Facility Maintenance Tech
- Building inspections on both residential and commercial projects.

### **Department Updates:**

- Full time custodian position created and approved by Mayor & Council for this department
- Five applicants applied for the posted in-house custodian position, with four being selected for interviews April 14th.
- The Facility Maintenance Tech-I position has been filled by Mr. Cody Kimble, a transferred employee from our Street Department.
- Facility Manager position is being advertised for this department.

### **Project Status:**

- Fairburn Utility: New carpeting, LVT tiles, painting, Lighting, HVAC system, ceiling completed, resealing of a leak in the roof in progress, project 90% near completion, this space will house the Streets Directors and staff.
- Annex Building: All stored files are to be relocated from the rear of the building and stored in my office. The overhead projector system to be installed.



- Rewire the HVAC system in Planning and Zoning office, after hours or weekend project.
- Replacement of HVAC system in IT room at Fairburn Utility.
- Human Resources new facility: Security system' separate light switches for the two offices, install a land line for faxing, purchase a refrigerator and Microwave oven and add one additional receptacle.
- Meeting with contractor and staff next week to work out the logistics for the work to be performed on phase one of the renovations at Fire Station 21, without interfering with the day-to-day operations, actual work to begin 4/14/22.

**Upcoming Events/Actions/Meetings:**

- Complete the following:
  - a. Security access system at the Police Dept.
  - b. Security access system at the H.R. Center on Washington St.
  - c. Security access system at Fairburn Youth Center.
  - d. Interviews for custodian position 4-14 from 10 to 2pm.
- Continue to monitor the complaints from the homeowner at 2019 Broadmoor Way.
- Continue to monitor the complaints from the homeowner at 41 Somerset Hills.
- Continue to monitor the complaints from the homeowner at 59 Somerset Hills.





## STREET DEPARTMENT

Director: Gale Higgs

March 2022

### **Department Highlights/Accomplishments:**

Three staff members have received their Bucket Truck operator certifications

One new employee started on March 14, 2022

### **Department Updates:**

New employee will start on April 13, 2022

Several Trees removed throughout the city

Working with the Utility Department to maintain sewer drains

Continuing to work with GFL regarding the new pickup schedule change coming soon.

### **Project Status:**

Repairs to the damaged guardrails on Fayetteville Rd scheduled to begin on April 26, 2022

### **Upcoming Events/Actions/Meetings:**

Obtaining quotes for landscaping options

Scheduling interviews for potential new hires



## Utilities Department

Director: John D. Martin, QWLA

March 2022

### **Department Highlights/Accomplishments:**

#### **Director's Office:**

- Utilities Department Leadership Meeting
- Attended Special Call Meeting
- Meeting with GFL Environmental concerning quality improvements
- GFL Environmental Landfill Presentation
- Fairburn Career Fair @ Fairburn Youth Center
- GFL Re-Route Meeting
- Monthly ECG Meeting
- Water Distribution System-Valves, Hydrants, & Water Meters (Zoom Training)
- Monthly Project Meeting with Integrated Science Engineering
- Monthly Budget Meeting with Finance Director
- Senior Leadership meeting

#### **Customer Service/Meter Reading:**

- Mailed out 8,789 utility bills in March 2022
- Daily operations of handling customer inquiries
- Administered field/system audit for water accounts due to billing errors
- Disconnection service orders were issued for "seriously delinquent" customers

#### **Electric:**

- Pole Replacement @ 120 Greene Street
- Pole Replacement @ 320 Fayetteville Road
- Trimmed tree limbs on Fayetteville Road
- Car Accident (East Broad Street)-Pole Replacement
- Infrastructure Upgrade (Smart Switch Installation @ Hwy 74)
- 3-phase Meter Testing (Choice Customer Accounts)
- After hour calls: 54





Water/Sewer:

- Emergency handled at Fireside Pump Station to prevent overflow
- Flushed fire hydrants (Bucknell Terrace)
- Meter Installations (Radford Loop)

Stormwater:

- Identifying and inspecting of damaged storm drains
- Jetted overflowing storm drains

COVID-19:

- Water and Sewer personnel are maintaining restrictions and social distancing.
- Utilities buildings are wiped down on Mondays and Thursdays to prevent exposure.

**Department Updates:**

- Utilities Operations Manager started.
- Customer Service/Meter Reader Work orders completed: 536
- Water/Sewer Work orders completed: 61

**Project Status:**

- Fire Hydrant Replacement Project bid opening (03/31/22)
- Upgrade Power Grid (Elder & Poplar)-ECG mapping completed
- 2021 Storm Drain Lining Project (*In Progress*)
- 2021-2022 Impaired Waters Monitoring-Winter period sampling (*In Progress*)
- 2021-2022 NPDES Phase I Compliance Activities-Inspections (*In Progress*)

**Upcoming Events/Actions/Meetings:**

- Upgrade Power Grid (Elder & Poplar)
- Overhead to Underground Power Installation (Rivertown Road)
- Purchase of Case CX-57C Mini Excavator
- Implementation of the Backflow/FOG (Fats, Oils, and Grease) software
- Prepare Backflow Ordinance for Mayor and Council approval
- Ordering of (2) trucks for meter readers
- Tree trimming contract for Council approval
- Review meter details for new developments and renovations