

City of Fairburn Work Session

Agenda

May 9, 2022

6:00 pm

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. Downtown Stage & Courtyard Sign Installation
- IV. Adjournment



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: DOWNTOWN STAGE & COURTYARD SIGN
INSTALLATION**

☐ AGREEMENT
☐ ORDINANCE

☐ POLICY / DISCUSSION
☐ RESOLUTION

☐ CONTRACT
☒ OTHER

Submitted: 5/3/2022

Work Session: 5/9/2022

Council Meeting: N/A

DEPARTMENT: ECONOMIC DEVELOPMENT

BUDGET IMPACT: NONE

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: To update existing plaques on the front of the Frankie Arnold Stage and Courtyard that were damaged due to weathering with replacement plaques. In keeping with the naming of the stage and courtyard, provide lettering on the front of the stage.

HISTORY: The Frankie Arnold Stage & Courtyard were closed following the global pandemic. Since its reopening in May 2021, there have been ongoing beautification efforts such as painting, ceiling repair, and pressure washing. Additionally, there was concern regarding the continued weathering and condition of the existing markers and plaques.

FACTS AND ISSUES: The plaque replicas and lettering (spelling out Frankie Mae Arnold Stage) were ordered, as directed, and have since been received for installation. The sign company Eagle Sign Group was contracted to complete the installation and conducted a site review to access the installation requirements with the Building Director and Economic Development Director.

FUNDING SOURCE:

Funded by the previous administration for two projects 1) Plaque replicas totaling \$6,327.
2) Stage lettering totaling \$4,893.

Installation cost by Eagle Sign Group: \$800

Projects billed to Account: Administrator 1001320-52-3900. Invoices were paid 12/15/2021.

RECOMMENDED ACTION:

For Mayor and City Council to approve the installation of replacement plaques. Also, for Mayor and Council to review the stage lettering and support the application to stage.

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

Tony M. Phillips, City Administrator

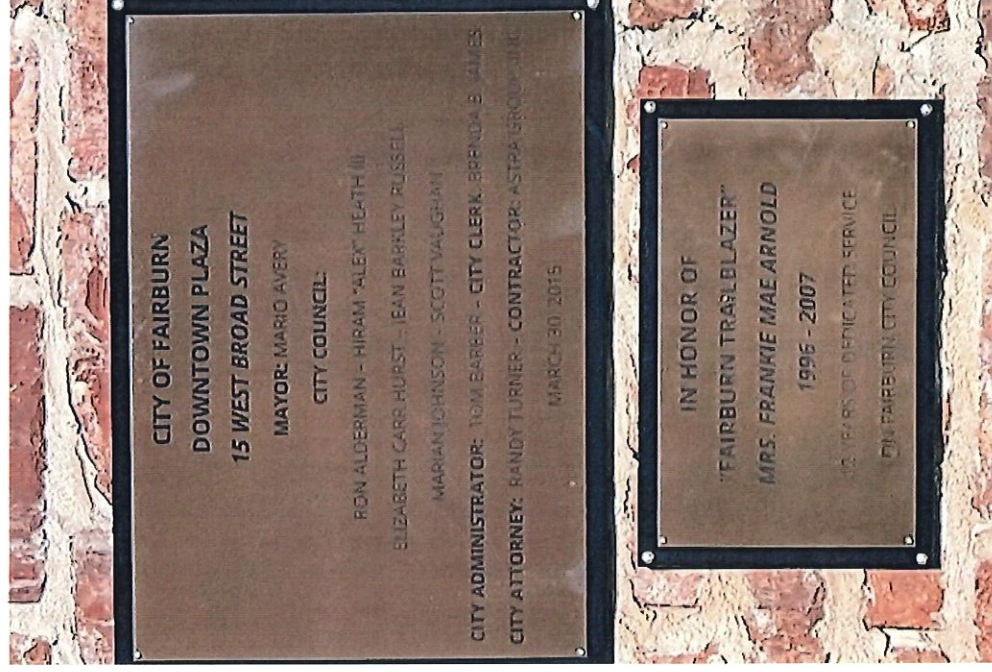


Downtown Beautification: Sign Installation

Economic Development Department
City Council Work Session
May 9, 2022 @ 6:00 PM

Frankie Arnold Stage & Courtyard Sign Replacements

Existing Entryway Plaques



Frankie Arnold Stage & Courtyard Sign Replacements



IN HONOR OF
"FAIRBURN TRAILBLAZER"
MRS. FRANKIE MAE ARNOLD
1996 – 2007
12 YEARS OF DEDICATED SERVICE
ON FAIRBURN CITY COUNCIL

PRECISION TOOLED PLAQUE
MATERIAL - BRONZE
SIZE - 12" W X 8" H
QTY - 1
DEPTH - 5/16" Thick Painted Edges
SHAPE - Rectangular Square
COPY - Raised Copy
FINISH - Leatherette w/Polished Surface
BORDER - Single Line Border
COLOR - FEAR Brown Gloss
STYLE - Per Artfile Supplied
CLEAR - Gloss Finish
MOUNT - Blind Stamping Stud
ROSETTES - No Rosettes Required
PATTERN - Yes
RAISED - BRONZE
RECESSED - FEAR Brown

EXTERIOR WALL COURTYARD & STAGE PLAQUE

CITY OF FAIRBURN
DOWNTOWN PLAZA
15 WEST BROAD STREET
MAYOR: MARIO AVERY

CITY COUNCIL:
RON ALDERMAN - HIRAM "ALEX" HEATH III
ELIZABETH CARR HURST - JEAN BARKLEY RUSSELL
MARION JOHNSON - SCOTT VAUGHN
CITY ADMINISTRATOR: TOM BARBER - CITY CLERK: BRENDA B. JAMES
CITY ATTORNEY: RANDY TURNER - CONTRACTOR: ASTRA GROUP, INC.

MARCH 30, 2015

PRECISION TOOLED PLAQUE
MATERIAL - Bronze
SIZE - 42" W X 24" H
QTY - 1
DEPTH - 5/16" Thick Painted Edges
SHAPE - Rectangular Square
COPY - Raised Copy
FINISH - Leatherette w/Polished Surface
BORDER - Single Line Border
COLOR - FEAR Brown SATIN
STYLE - Per Artfile Supplied
CLEAR - Satin
MOUNT - Blind Stamping Stud
ROSETTES - No Rosettes Required
PATTERN - Yes
RAISED - Bronze
RECESSED - FEAR Brown

Q & A



City of Fairburn Council Meeting Agenda

May 9, 2022
7:00 pm

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
Ms. Brenda B. James

City Attorney
City Administrator
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Pastor Dwight Boone, Crossroads Church
- IV. Pledge of Allegiance
- V. Adoption of the City Council Agenda:
- VI. Approval of the Minutes: City Council Minutes of April 25, 2022
- 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. Agreement Between Trees Unlimited and the City of Fairburn

Recommended Action: For Mayor and Council to approve the trimming and clearing of tree limbs/vegetation from around the overhead circuits exiting Substation #2 and approve the Agreement with Trees Unlimited in the amount not to exceed \$69,640.00. The location of Substation #2 (F0862 and F0872) – Highway 29NW Broad Street.
(Electric Utilities)

2. Purchase of One Case CX57C Mini Excavator from Border Equipment

Recommended Action: For Mayor and Council to approve the purchase of a 2022 Case CX57C mini-Excavator with a 2-year/3,000-hour full machine warranty for Water and Sewer from Border Equipment in the amount of \$64,370.00.

3. Approval of Task Order #12 with Atlas Technical Consultants for Construction Engineering and Inspection Services

Recommended Action: For Mayor and Council to approve Task Order #12 with Atlas Technical Consultants (Moreland Altobelli) for Construction engineering and inspection (CEI) Services on the roadway Improvement on various city roads project (22-001).

4. Budget Amendment: Establish Procurement Manager Position in the Finance Department

Recommended Action: The City of Fairburn has outgrown its current procurement operations and so there is a need to centralize this function. The Procurement Manager position will effectively oversee full cycle procurement operation across all operational department. This request is for the Mayor and Council to approve the Budget Amendment to establish the Procurement Manager position.

IX. Council Comments

X. 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
April 25, 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 Reverend Evan Hill with First Baptist Church.
- IV. The Pledge of Allegiance was presented by City Administrator, Tony Phillips.

Mayor Avery reminded Members of Council the Rules of Decorum that was adopted on March 26, 2018. He discussed some procedural rules for council meetings.

- Rule # 9 – Council Members are expected to conduct themselves in a respectful manner and the Presiding Officer shall enforce the Rules of Decorum
- Rule # 3 – During a debate, Council Members will not speak more than five (5) consecutive minutes, but no more than a total of ten (10) minutes
- Rule # 11 – Closing remarks are limited to two (2) minutes

- V. Adoption of the Agenda: Councilwoman Davis made a motion to adopt the agenda as presented. The second was provided by Councilman Smallwood. **The motion carried unanimously.**

- VI. Adoption of the Minutes:

February 28, 2022, Regular Meeting Minutes – Mayor Pro Tem Portis-Jones made a motion to approve the February 28, 2022, minutes with the second provided by Councilwoman Davis. **The motion carried unanimously.**

March 28, 2022, Special Called Minutes – Councilman Heath made a motion to approve the Special Called Minutes for March 28, 2022, with the second provided by Councilman Smallwood. **The motion carried unanimously.**

April 11, 2022, Regular Meeting Minutes – Councilwoman Davis made a motion to approve the April 11th Regular Meeting Minutes with the second provided by Councilman Heath. **The motion carried unanimously.**

VII. Public Comments: No Public Comments.

VIII. Agenda Items

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

Councilman Heath made a motion to approve the property and liability insurance coverage with Tanner, Ballew, and Maloof, Inc., for 2022-2023, for an estimated annual premium of \$407,360.00. The second was provided by Councilwoman Davis. **The motion carried unanimously.**

2. Enterprise Fleet Management Master Equity Lease and Maintenance Agreement

Councilman Heath made a motion to approve the Enterprise Fleet Management Master Equity Lease and Maintenance Agreement not to exceed \$289,664.00. The second was provided by Mayor Pro Tem Portis-Jones. **The motion carried unanimously.**

3. Award of Contract to Magnum Paving for Roadway Improvements on Various City Roads Projects

Councilman Heath made a motion to award the contract to Magnum Paving for roadway improvements on various city roads projects not to exceed \$1,750,141.07. The second was provided by Councilwoman Davis.

Mayor Pro Tem Portis-Jones asked for a list of streets that were a part of this contract and a schedule.

Community Development Director, Lester Thompson stated that Magnum Paving will have 120 days to complete the project and the Contractor would provide the order in which the streets would be paved except a couple of streets that needed certain priorities. The list of streets were included in the agenda packet. **The motion carried unanimously.**

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

Councilman Pallend made a motion to approve the seven-year lease purchase for two Pierce Pumpers not to exceed \$1,430,000.00. The second was provided by Councilman Whitmore.

Fire Chief, Cornelius Robinson stated the Fire Department has an aging fleet with the oldest engine being 15 years old with over 100,000 miles. We are replacing the original pumper we purchased when the fire department was created, and the other pumper is for the new fire station that we plan on opening in the near future. He stated with the purchase of these two trucks, they will have a reserve pumper which counts toward the ISO ratings. Chief said when the trucks were first bought there were approximately 612 calls yearly and now the volume of calls is over 4000. He said we anticipate at least 1,364 more residential structures to service, so these pumpers are very needed. **The motion carried unanimously.**

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

Councilwoman Davis made a motion to approve the 10 -year lease purchase of (1) Pierce Enforcer Tiller not to exceed \$1,577,000.00. The second was provided by Councilman Smallwood. **The motion carried unanimously.**

6. Proposed City of Fairburn Travel Policy

Councilman Heath made a motion to approve the proposed Travel Policy as presented. The second was provided by Councilman Smallwood.

Finance Director, Peterson David stated the proposed travel policy was put together based on state and federal guidelines to revamp our current policy that hasn't been updated since 2009.

Mayor Avery stated our policies are predicated by standard market practice for employees as well as elected officials and would like Council to deem what type of travel is city business. He stated attending funerals is not a standard practice but wants to take the lead from City Council.

Councilman Whitmore expressed his concerns about attending conventions and other events with Georgia Municipal Association and the 50-mile radius statement that would not allow them to utilize the travel policy. He said the policy presented is for state government employees and the City of Fairburn should improve our own policy.

Councilman Whitmore made a substitute motion to approve the policy, striking out the 50-mile radius for GMA purposes, with the second provided by Mayor Pro Tem Portis-Jones.

Councilwoman Davis agreed with Councilman Whitmore and asked for clarity.

City Administrator, Tony Phillips stated the 50-mile radius relates to travel, lodging and per diem, it is not a connection to training. The current policy says for the city to pay for your hotel, you must travel more than 50 miles, however, the city would pay for your meals and travel just not your hotel. You can still participate in training if its less than 50 miles, you just wouldn't have your hotel covered by city funds.

Councilwoman Davis stated she is on the Municipal Training Board, and she would not feel safe coming and going every day, so this is something we need to consider as well as additional flexibility as it relates to the per diem in relation to the increase cost of gas.

Councilman Whitmore stated for the record if we did not have a policy in place, the January class should not have been pulled back because of the possible implementation of another policy. We need to drill down on this policy to ensure that we're doing the right thing for the City of Fairburn. Mr. Phillips said it did not preclude anyone from going to training.

Mayor Avery stated he was in total opposition of Whitmore's explanation of why this is needed. This is standard market practice; people get up and go to work and go back home every day, to and from Atlanta.

Mr. Peterson David responded to Councilwoman Davis' concerns about the per diem rate. The per diem rate is updated on a yearly basis and is a fixed amount. Every year the Federal Government reviews gas rates and cost of living in all the different cities. If you remove the 50-mile radius, you're setting a precedent where every employee going to training 10 miles down the road, can stay at a hotel. We are building this policy as a best practice to be fiscally responsible with taxpayers' dollars, not just for council members.

Councilman Whitmore stated he wasn't sure what the finance director stated as far as city employees were concerned but he thinks Council should consider separating two policies for your elected officials and city employees.

Mayor Avery stated there is a substitute motion on the floor and it's been properly seconded. A vote was taken, and the motion fails with Councilman Whitmore voting yes and all others voting no.

Mayor Pro Tem Portis-Jones made a substitute motion to approve the travel policy, excluding lodging within the 50-mile radius, but adding per diem and cost of parking, the second was provided by Councilman Heath. **The substitute motion carried unanimously.**

Mayor Avery requested direction from Council regarding Council attending funerals out of Town and do they deem this city business and pay mileage.

Councilman Whitmore stated he had a request from a citizen for a Proclamation for a family member that passed who lived her life to be 92-93 years of age and he traveled on official business to present that Proclamation which was signed by the Mayor and his fellow Council members and feels this is classified city business. He called the Mayor at the last minute, and the Mayor had the Proclamation prepared so he traveled to take care of that business. He felt it was the same difference when Ms. James's mother passed away, we all traveled to Alabama and it was official business and funds were generated and used. He felt because he presented a Proclamation, it was city business.

Mayor Pro Tem Portis-Jones stated as we continue this discussion, more elements get put into play. First, the statement was to attend funerals, there was never any indication a Proclamation was being presented or traveling on behalf of the city. She feels if you are presenting a Proclamation, it is city business, if it is her decision to attend because she respected that individual, she should pay for travel.

Councilman Whitmore stated the initial presentation didn't mention he was representing the city with a Proclamation or Resolution and there seems to be something steered around him, so he wanted to be on the record for speaking up.

Mayor Avery stated that the person deceased had no relationship with the City of Fairburn and he didn't have a problem with it because that was a request Councilman Whitmore made, but the person had no history of family and no relationship in Fairburn, so it was a concern and wanted a consensus from Council. He asked Council to send him an email giving their position so, this subject matter will be discussed later.

7. Mental Fitness, 21st Century Learning, Inc. Usage Agreement

Mayor Pro Tem Portis-Jones made a motion to approve the usage agreement for Mental Fitness 21st Century Learning, Inc., 2022 summer camp program with the second provided by Councilwoman Davis.

Mayor Avery asked Mr. Phillips to advise the members of Council the modifications that were made since the last discussion.

Mr. Phillips stated after the last Council Meeting, they met with Mr. John Childs to see if they could create some flexibility. The monthly amount was \$2,340.00, and \$400.00 of that was for cleaning supplies that Mr. Childs indicated he could provide through donations and other means and he was more than willing to take full responsibility for cleaning the facility. In D6 of the agreement, there's a reference to mental fitness status, responsible for the daily cleaning of the youth center and the education campus. There's more language about restrooms and common areas, so we agreed to remove the \$400 charge. That lowered the amount from \$2,340 to \$1,940 a month, bringing the revenue retained by Mental Fitness up to 95%.

Ms. Chapin Payne, Parks and Recreation Director stated there was also an increase in registration of Mental Fitness. We were at \$90 a week when we started this contract, now there rates this summer will be \$150 per week per child. That's an increase of \$60 for the weekly registration as well as them providing janitorial supplies.

Mayor Pro Tem Portis-Jones asked if Mr. John Childs could give some information about the Program and asked if the agreement was from May to August.

Mr. John Childs confirmed the agreement was a two-month agreement and this makes six years for them in the City of Fairburn. He stated it's been an absolute pleasure and he appreciated every yes vote and kind word that's he's ever gotten from Mayor and Council. He said Councilman Whitmore, Councilwoman Portis-Jones, Councilwoman Lydia Glaze and even then, Councilwoman Hurst gave him an opportunity to present this program to provide high quality stem and steam enrichment for kids that otherwise could not afford it and his promise was that we would keep the price affordable and the way he was able to do that was because of the subsidized rent that we are paying the City of Fairburn and he thought was fair and we delivered everything we promised.

Mr. Childs stated he had a great meeting with Mr. Phillips, Ms. Payne, and Ms. Criss to discuss how the City is moving towards a more uniform way of charging vendors and programs where they want an 80/20 revenue split. He stated they are neither a park nor recreational program, Mental Fitness is an educational program and stated he would be irresponsible in his duties as Executive Director to give anyone 20% of what they take in, so no matter what happens, he would not be able to move forward with that kind of an agreement.

Councilman Whitmore stated it was his understanding that for the summer program, Mr. Childs was looking at going to the educational campus, but the contract states both the youth center and educational campus and was surprised that the youth center was not taken off the agreement.

Mr. Phillips stated that conversation did not come up in their meeting but would certainly make that adjustment if Mr. Childs would like to have the program solely in one facility.

Councilman Whitmore stated that he had that conversation with Ms. Payne, and he advised Mr. Childs that he shouldn't sign a contract for two locations if he wasn't going to use both.

Ms. Payne stated she did have a conversation with Mr. Childs of them possibly utilizing only the college but nothing was ever confirmed.

Mr. Childs stated that was probably miscommunication, it was confirmed on his end and he had no intention of using the youth center at the usage rate that was presenting, so that's his fault for not making it clearer.

Mayor Avery stated the motion has been made and properly seconded. **The motion carried unanimously.**

IX. Finance Director Monthly Report

Finance Director, Peterson David stated he is presenting Fairburn's midyear financial update. This report concludes a six-month of 2022 operations with \$7.6 million in net cash flows. To date, the General Fund has generated \$14.9 million in revenues with \$7.3 million in General Fund expenditures as of March 31, 2022. The city has collected 7.42% of this year's revenues to date and has expensed 34.43% of its budget. Expenditures are anticipated to increase. Property tax and sales tax revenues represent the General Fund's primary source of operating resources, 52% of real property tax and 17% of revenues come from sales tax. All revenue streams are on track to meet the budget.

Our revenue projections for fiscal year 22 are roughly over \$21.2 million and as of mid-year, we have collected \$14.9 million, which equates to 70% of our revenues. As of mid-year, the current expenditures are \$7.3 million which equates to 34% of the budget spent. As the city continues to follow its conservative spinning approach, we continue to be in alignment with the budget.

Our property tax revenues have steadily increased by \$1 million each year and as the city continues to grow, this trend will likely continue to grow. We have collected 94% of our property taxes which are made of real property, personal property and public utility tax. The Enterprise Fund concludes its six-month of 2022 operations with \$1.3 million in net cash flows to date and has generated \$9.7 million in revenues with \$8.4 million in Enterprise Fund expenditures. The city has collected 48.20% to date and have expensed 41.59% of its budget. All revenue streams are on track to meet the budget. 41% of the budget has been expensed which highlights our conservative approach while providing excellent customer service to the residents.

Mayor Pro Tem Portis-Jones thanked Mr. Peterson for the mid-year financials and is happy that they are now receiving that information. She asked if they were planning on a mid-year budget review to reallocate some of money and when.

Mr. Peterson stated that he has met with all department heads to review their budgets and will be presenting to Council if budget amendments are needed.

Mayor Pro Tem Portis-Jones discussed the funding from the federal government on the American Rescue Plan Act and asked if they are on task submitting the report by April 30th and asked if Council could get a copy of the report.

Mr. Phillips stated that they are on track, our team closely monitors all reporting deadlines and advised Mayor Pro Tem Portis-Jones that Council could get a copy of the report. Lastly, the ARPA funds that we have in place is one of the agenda items that our Mayor and Council will discuss during the retreat this weekend.

Mr. David confirmed they are on track with submitting the report, however, the federal government had training today on how to submit the report and just like she said, their portal is having issues so he created a ticket where they would expedite the report as soon as the portal comes back up.

X. City Administrator's Update:

Mr. Tony Phillips provided the City Administrators report advising Council that department heads provide their monthly report, which gives us an operational overview by department.

Mr. Phillips introduced our new Human Resources Director, Talisha Champagne. He said the City continues proactive recruitment for all of our open positions to help elevate our departmental service delivery. Our vacancy rate has been significantly high, but in the months of March, we onboarded nine new employees across five departments including, City Clerk, Finance, Fire, Streets and Utilities.

Ms. Champagne thanked everyone for the employment opportunity and is super excited to be a part of the Fairburn team and being a part of the branding, which is situated to succeed.

Mr. Phillips established a communications consultant, Ashley Nicole Communications. They will be assisting the city with expanding our communications efforts. There's great opportunity to promote the many projects, events and initiatives currently underway. We want to make sure we do a better job telling the Fairburn story and this communications consultant is going to help us with that.

The renovation of Fire Station 21 is underway, Mr. Harvey Stokes, Buildings Director did a great job getting that project up and running along with Chief Robinson. The firefighters are very appreciative of the improvements made so far.

We have a plan in place to reopen city facilities on May 2nd and are closely monitoring all the information from the CDC, the State Department of Health and we participate weekly in the Atlanta-Fulton County Emergency Management Agency COVID call each week. Chief Robinson participates in this call along with cities all throughout Fulton County, we monitor all the numbers and will adjust our reopening plans as the pandemic moves forward. We will have our first in person City Council meeting on May 9th.

Mr. Phillips announced the Mayor and Council retreat being held this weekend and is ready to hear from elected officials on providing some direction that will be used to operationalize and springboard into FY23 with some guidance and input as we take your vision and turn it into operational realities.

Mayor Avery stated when we open city buildings to the public, we will have to follow the last mask mandate that was approved in the prior administration. We will do an assessment between now and the next Council meeting on the numbers provided by the CDC.

Mr. Phillips stated the mask mandate was extended late last year and they are reviewing the policy closely. The language largely connects to commercial businesses, so the City Attorney is reviewing this to provide clarity as to exactly how this ordinance applies to city facilities. No one knows where this pandemic is headed and if the numbers start to go in one direction significantly or the other, we will adjust based on public health guidelines. Our goal is to keep our employees and citizens safe.

XI. Council Comments:

Mayor Pro-Tem Portis Jones welcomed Ms. Champagne and complimented Mr. Phillips on his hiring skill set.

Councilman Smallwood welcomed Ms. Champagne and gave a salute to Deputy Chief Bazydlo. It's that time of the year where the Renaissance Festival is open, and the residents of Durham Lakes could not get out. Deputy Chief Bazydlo adjusted his schedule to make sure traffic was moving.

Councilman Whitmore welcomed Ms. Champagne and thanked Mr. John Childs from Mental Fitness for his comments about the program and looks forward to communicating with Mr. Phillips in reference to the desires of the program to have one site versus both.

Councilman Pallend was glad this evening is over.

Councilwoman Davis welcomed Ms. Champagne to the City of Fairburn and thanked the City Administrator and Finance Director for all the hard work they are doing behind the scenes.

Councilman Heath welcomed Ms. Champagne and thanked Mr. Phillips for getting the limbs picked up on Mehaffey Drive and the Bethel area.

Mayor Avery welcomed Ms. Champagne aboard and stated that they are excited about what she's bringing in terms of professionalism to our city as we continue to hire men and women in critical positions.

Mayor Avery stated he meets with the City Administrator in the mornings to discuss the different areas and feels we need to bring back to Council for consistency, professionalism and to ensure that we're accountable to the money that we're spending from the taxpayer's money. He thanked Deputy Chief Bazydlo and Mr. Phillips for an emergency meeting on Saturday night to address the Durham Lakes traffic. The Renaissance festival had its highest attendance rate in three years and thanked them for helping the officers bring the level of professionalism and care for our community. He discussed the City Council retreat this weekend.

XII. Executive Session

Councilman Heath made a motion to go into executive session at 8:41 pm to discuss litigation matters, the second was provided by Councilwoman Davis. **The motion carried unanimously.**

XIII. Adjournment:

After Executive Session, Councilwoman Davis made a motion to adjourn with Mayor Pro Tem Portis-Jones providing the second. The meeting adjourned at 9:59 pm. **The motion carried unanimously.**

Brenda B. James, City Clerk

Mario Avery, Mayor



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE AGREEMENT FOR THE TRIMMING AND CLEARING OF TREE LIMBS/VEGETATION FROM AROUND THE OVERHEAD CIRCUITS EXITING SUBSTATION #2 TO TREES UNLIMITED FOR THE AMOUNT NOT TO EXCEED \$69,600.00

(X) AGREEMENT
() ORDINANCE

() POLICY / DISCUSSION
() RESOLUTION

() CONTRACT
() OTHER

Submitted: 04/19/2022

Work Session: N/A

Council Meeting: 05/09/2022

DEPARTMENT: Utilities (Electric)

BUDGET IMPACT: The budget impact will not exceed over \$69,600. The proposed expenditures will come out of the Electric Account (510-0000-52-2270).

PUBLIC HEARING? () Yes (X) No

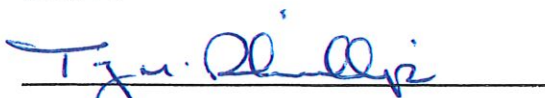
PURPOSE: For Mayor and Council to approve the trimming and clearing of tree limbs/vegetation from around the overhead circuits exiting Substation #2 to Trees Unlimited for the amount to not exceed \$69,640. **Substation #2 (FO862 & FO872)**-Hwy 29/NW Broad Street.

HISTORY: The Electric Department has gradually experienced this service to be needed annually.

FACTS AND ISSUES: The completion of this service will prevent numerous of power outages due to overgrowth of vegetation near power lines. For example, Substation #2 (FO862 & FO872) are the main circuits that control essential facilities throughout the city such as Georgia Military College, Fulton County STEM School and all subdivisions along Rivertown Road. This agreement will allow for three (3) months and three (3) days of tree trimming service.

FUNDING SOURCE: The proposed expenditures will come out of the Electric Account (510-0000-52-2270)

RECOMMENDED ACTION: Staff recommends that City Council approve the agreement for the trimming/clearing of tree limbs and vegetation from around the overhead circuits exiting Substation #2 to Trees Unlimited and authorize the Mayor to sign the agreement for the amount not to exceed \$69,600.


Tony M. Phillips, City Administrator



TREES
UNLIMITED

Beauty through trees

April 18, 2022

City of Fairburn Contract Proposal

We would like to thank you for allowing Trees Unlimited to be a part of the process for this upcoming project. Our proposed rate is \$135/Hr., which is all inclusive (with equipment costs, including a 55' bucket truck, chip truck, and chipper). This price includes a three man crew (Foreman, Trimmer, and Groundsman). We look forward to working with you and servicing your area.

Sawyer Hicks

Sawyer Hicks
Vice President
Trees Unlimited

City of Fairburn Representative

04-20-22

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER STARR-MATHEWS AGENCY 108 North Court St. P. O. Box 188 Calhoun GA 30703-0188		CONTACT Ashley Mears PHONE (706) 629-4441 FAX (706) 629-3631 E-MAIL amears@starmathews.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Way Ins Co	
		INSURER B: American Interstate Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED W. E. Hicks Inc., DBA: Trees Unlimited PO Box 10 Cave Spring GA 30124		NAIC # 26301	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

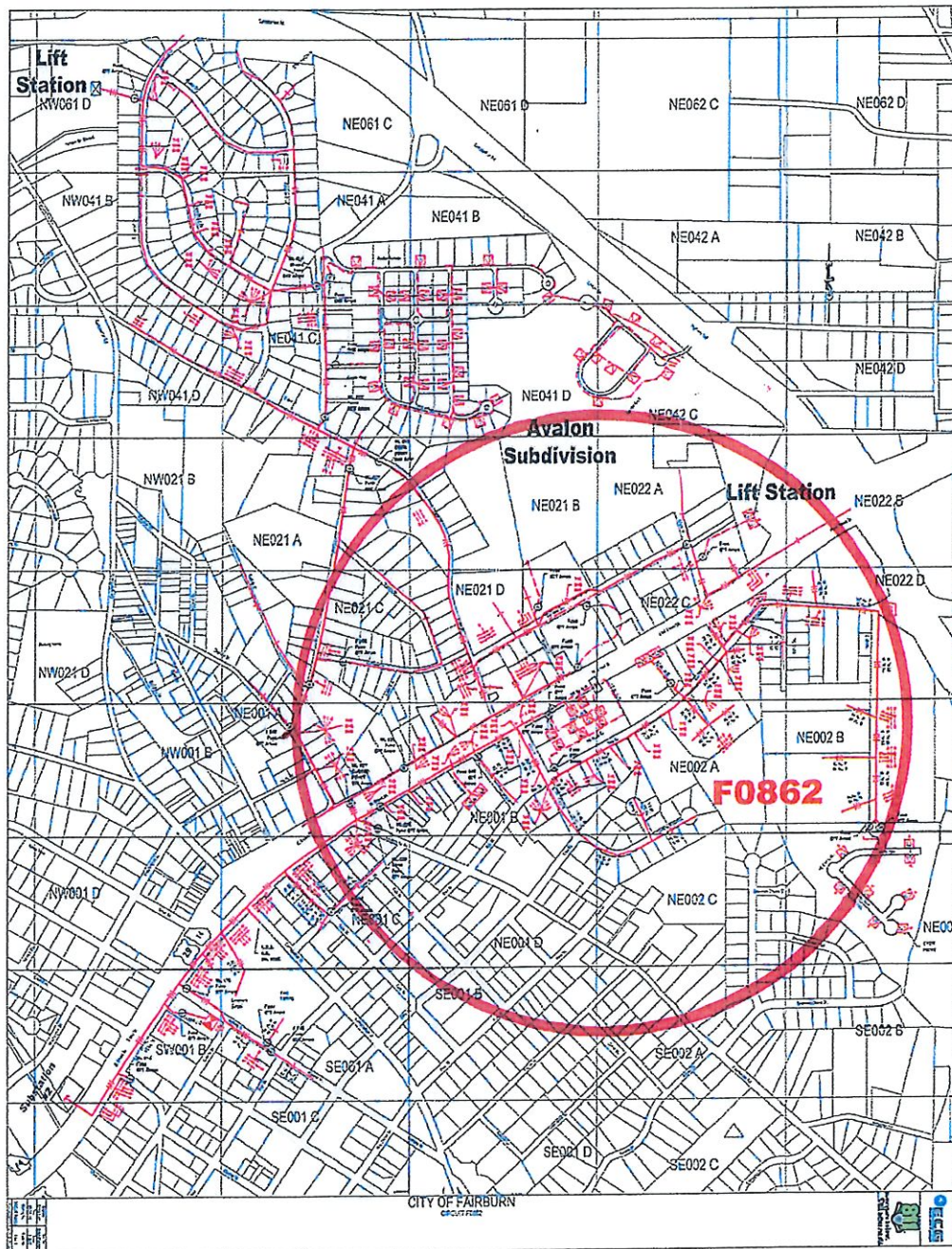
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S 2366864	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2366864	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			S 2366864	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000
			AGGREGATE \$				
			\$				
			\$				
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			A/VWCGA3005392021	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

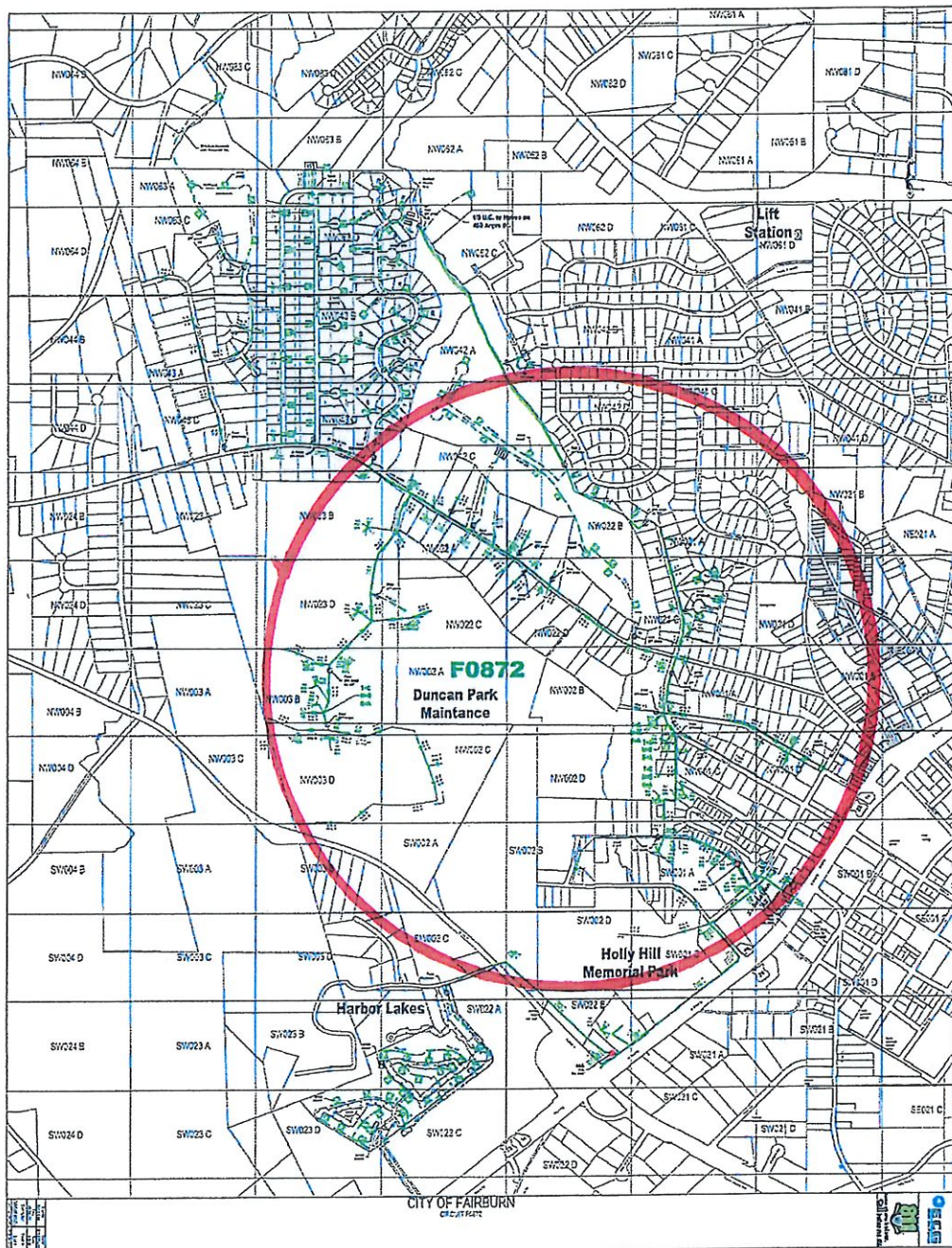
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ElitePac General Liability Extension, CG 73 00 01 19; ElitePac Commercial Automobile Extension, CA 78 09 11 17; Waiver of Our Right to Recover From Others Endorsement, WC 00 03 13; Commercial Umbrella Liability coverage, CXL 4 04 03; Waiver of Transfer of Rights of Recovery Against Others to Us-Blanket Basis, CXL 456 03 20

CERTIFICATE HOLDER City of Fairburn 56 Malone St. SW Fairburn GA 30213	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**2022-2024 Recommendation
Electric Right of Way Clearing
and Maintenance Service**

Recommendation	Primary Award	Alternate Award
	Trees Unlimited	W.A. Kindall
Albany	\$135.00	\$153.34
Calhoun	\$135.00	\$153.34
Cartersville	\$135.00	\$153.34
College Park	\$135.00	\$153.34
Commerce	\$135.00	\$153.34
Douglas	\$135.00	\$153.34
East Point	\$135.00	\$153.34
Fairburn	\$135.00	\$153.34
Fitzgerald	\$135.00	\$153.34
Fort Valley	\$135.00	\$153.34
Grantville	\$135.00	\$153.34
Griffin	\$135.00	\$153.34
Lafayette	\$135.00	\$153.34
Lawrenceville	\$135.00	\$153.34
Mansfield	\$135.00	\$153.34
Monroe	\$135.00	\$153.34
Norcross	\$135.00	\$153.34
Quitman	\$135.00	\$153.34
Sandersville	\$135.00	\$153.34
Sylvester	\$135.00	\$153.34
Thomaston	\$135.00	\$153.34
West Point	\$135.00	\$153.34

*Hourly rate, 3 Man Crew as specified

Contact Info:

Trees Unlimited
W. A. Kindall
ECG

Sawyer Hicks
Craig Faulk
Shannon Compton

(706) 512-7222
(770) 235-6344
(770) 689-8984



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE PURCHASE OF ONE (1) CASE CX57C MINI EXCAVATOR FROM BORDER EQUIPMENT (STATE CONTRACT # 99999-001-SPD0000102-0022; VENDOR ID# 17677) FOR THE AMOUNT OF \$64,370.00

<input type="checkbox"/> AGREEMENT	<input type="checkbox"/> POLICY / DISCUSSION	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input checked="" type="checkbox"/> OTHER

Submitted: 04/20/2022

Work Session: N/A

Council Meeting: 05/09/2022

DEPARTMENT: Utilities (Water and Sewer)

BUDGET IMPACT: FY 2022 ANNUAL: CAPITAL OUTLAY (\$64,370.00)

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Request approval from Mayor and Council to purchase from Border Equipment (the selected vendor) a 2022 CASE CX57C Mini Excavator with a 2-year /3,000-hour full machine warranty for Water and Sewer in the amount of \$64,370.

HISTORY: Water and Sewer has a 24-year-old non-working 1997 John Deere backhoe. The purchase of the new equipment will replace the old rubber tire backhoe (Exhibit A). Due to the condition and current damages, it is deemed unsafe, and repairs will be costly.

FACTS AND ISSUES: The new mini excavator will have a Ga State Contract discount for the State Contract# 99999-001-SPD0000102-0022; Vendor ID# 17677. This piece of equipment allows the operator to work in tight spaces, particularly in areas that cannot accommodate a backhoe. The mini excavator is also ideal for grading once the debris has been cleared from the site.

FUNDING SOURCE: Water and Sewer Account Line Item-505-0000-54-2500 (Other Equipment)

RECOMMENDED ACTION: Staff recommends that the Mayor and City Council approve the purchase of one (1) CASE CX57C Mini Excavator for the amount of \$64,370.00 and authorize the City Administrator to sign the proposal for the City of Fairburn.

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

Tony M. Phillips, City Administrator



G, J&L, Inc.
Proposal



3185 Moreland Ave
Conley, GA 30288

Date 4/19/2022

Customer	City of Fairburn Utilities 56 SW Malone Street Fairburn, GA 30213 Attn: John Martin	Product Rep:	Judson Connell
		Number (o):	770-322-6960
		Number (c):	470-686-1926

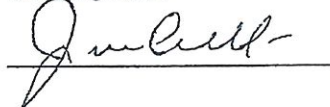
Qty	Equipment	Sell Price
1	CASE CX57C Mini Excavator Cab heat/ac Long arm 2 way Proportional Hydraulics Rear View Camera 18" Heavy Duty Bucket with teeth Hydraulic Thumb Mechanical Pin Grabber Coupler Additional Counterweight Rotating Beacon Rubber Tracks	\$96,593.00

	Grand Total	\$96,593.00
<u>State of Georgia Contract discount</u>	-36%	-\$34,773.00
Ga State Contract #	Total	\$61,820.00
99999-001-SPD0000102-0022	Factory Freight	\$1,900.00
Vendor ID # 17677	PDI & del	\$650.00
	Sales Price	\$64,370.00

Customers Signature

Date

Dealer Signature



Date

4-19-22

John Martin

From: Judson Connell <judson.connell@borderequipment.com>
Sent: Wednesday, April 20, 2022 3:53 PM
To: John Martin
Subject: CASE CX57 MINI EXCAVATOR WARRANTY

Good afternoon John,

The CX57 Mini Excavator will be a NEW 2022 and has a 2 year/3,000 hour Full Machine Warranty.

If you need anything, please don't hesitate to call me.

Have a good evening.

Thank You,

Judson Connell
Border Equipment
Sales Representative

470-686-1926 cell

Judson.Connell@BorderEquipment.com

Locations: Atlanta, Augusta and Savannah





EXHIBIT A

MORE POWER. MORE PRODUCTIVITY. MORE VALUE.

CASE C Series mini excavators — ranging from 1.7 to 6.0 metric tons — are ideal for use in tight spaces and applications such as residential construction, landscaping and utility work.

C Series mini excavators allow for excellent operation near obstacles, tree lines and foundations thanks to their zero, short-tail or conventional swing design. Parallel digging directly next to structures is achieved through an independent center swing boom that can be offset left or right.

Backfilling and stability is provided by the standard, hydraulically controlled backfill blade. And surface damage is kept to a minimum due to the standard, durable rubber tracks. Optional steel tracks are available for greater traction.

- + Zero, short or conventional tail swing
- + Standard auxiliary hydraulics
- + Thumb ready
- + Automatic 2-speed travel
- + Centralized grease points
- + Protected cylinders
- + Standard pattern change valve



CX17C



CX26C



CX30C



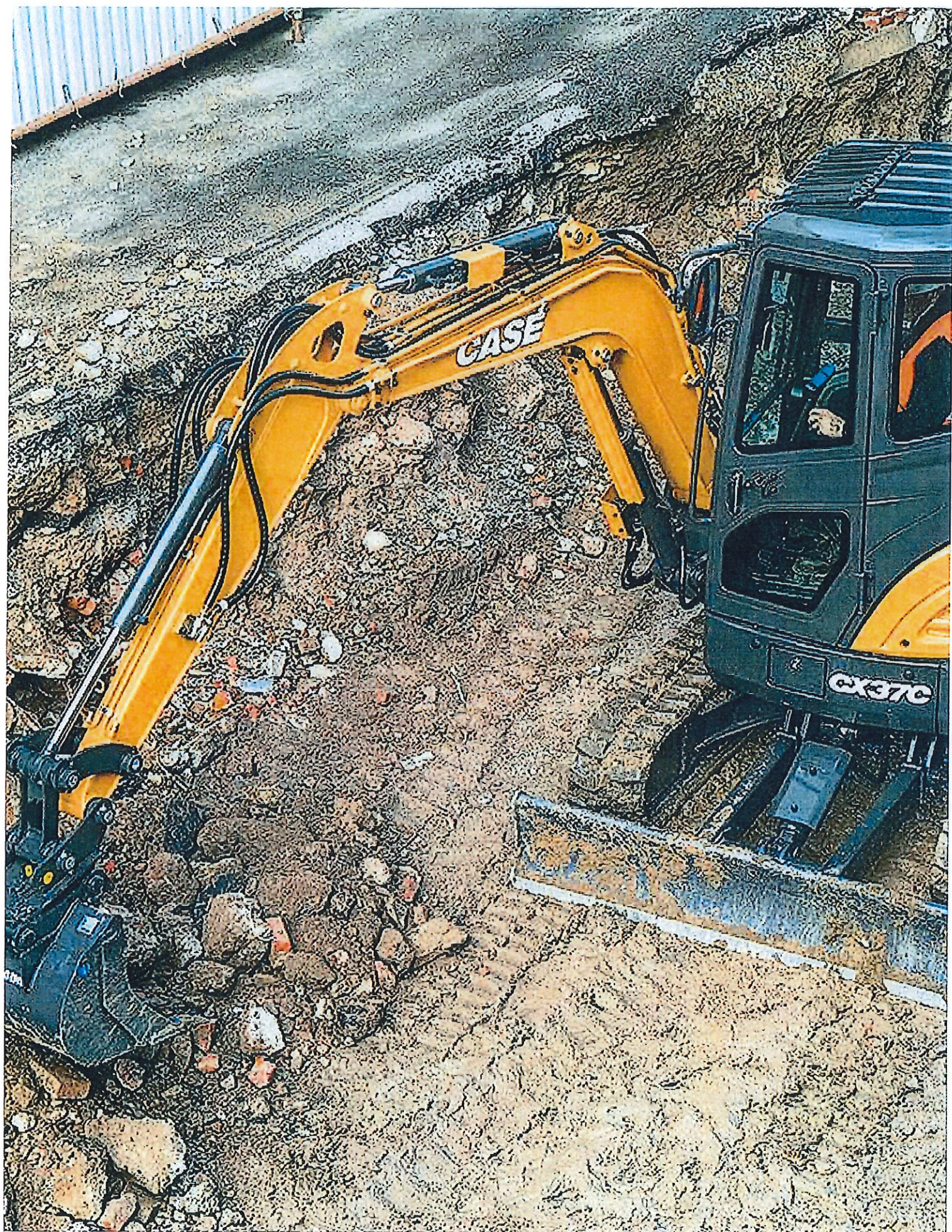
CX37C



CX57C



CX60C

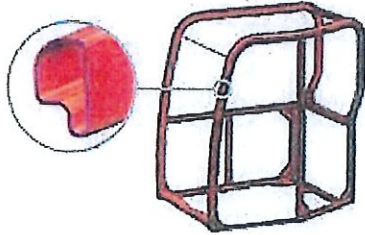


**STANDARD
AUXILIARY HYDRAULICS**

All C Series mini excavators come standard with auxiliary hydraulics directly controlled from the joystick — giving you the opportunity to operate attachments for even greater versatility.



DESIGNED FOR DURABILITY AND PERFORMANCE



RUGGED UPPER AND LOWER FRAME

The upper frame is designed with optimum structural integrity to absorb impact and operational stress. The x-style center frame and reinforced box section track frame provide exceptional strength and longer service life to withstand tough working conditions.



ADVANCED HYDRAULIC SYSTEM

The C Series advanced hydraulic system includes an arm flow summation system and a swing brake for smooth and fine control. Other valuable features include a hydraulic damper in the travel pedal and a hydraulically lubricated swing reducer with a leak-free grease chamber.



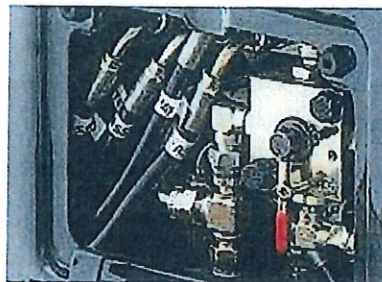
AUTO SHIFT TRAVELING SYSTEM

The Auto Shift traveling system automatically downshifts when the load increases to enhance travel torque on slopes and in difficult conditions, and shifts back up to secure a faster travel speed after the load decreases.



LONG-LIFE COMPONENTS

C Series mini excavators are equipped with bushings designed for long-life lube intervals, polymer shims (wear resistant, noise reducing), long-life hydraulic filters, long-life hydraulic oil, more efficient cooling systems and integrated preheating systems. These lasting components help extend service intervals, minimize operating costs and reduce machine downtime.



STANDARD PATTERN CHANGE VALVE

Changing joystick patterns from ISO to SAE is made easy with the standard pattern change valve. The CX57C offers an electronic pattern change switch inside the cab for added convenience.



OPTIONAL LONG ARM WITH HEAVY COUNTERWEIGHT*

If you need more reach and dig depth, equip your machine with the optional long arm. The longer dipper arm reaches farther from one spot to do more work without repositioning the machine. The long arm option includes an additional counterweight that enhances the C Series mini excavator's lifting capabilities.

* Not available on CX30C



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #12 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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

Submitted: 04/25/2022

Work Session: N/A

Council Meeting: 05/09/2022

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact will be \$58,000. The project expenditures will come out of account number (360-000-52-1110) T-SPLOST Admin-Program Management.

PUBLIC HEARING? () Yes () No

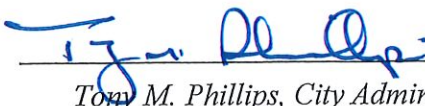
PURPOSE: For Mayor and Council to approve Task Order #12 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Roadway Improvements on Various City Roads Project (22-001).

HISTORY: The City of Fairburn entered into a Master Services Agreement with Moreland Altobelli Associates, LLC on July 22nd, 2019, for On-Call Construction Management Services. The firm subsequently changed its name to Atlas Technical Consultants, LLC on January 1st, 2020.

FACTS AND ISSUES: The agreement with Moreland Altobelli (Atlas) was approved with the understanding that task orders associated with Construction Management Services would be issued on an as need basis. As such, Task Order #12 for said services has been submitted for review and approval.

FUNDING SOURCE: The budget impact will be \$58,000. The project expenditures will come out of account number (360-000-52-1110) T-SPLOST Admin-Program Management.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #12 with Atlas Technical Consultants for Construction Engineering and Inspection Services on the Roadway Improvements on Various City Roads Project and authorize the Mayor to sign the Task Order for an amount not to exceed \$58,000.


Tony M. Phillips, City Administrator



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

Date: April 22, 2022
From: Chris Parypinski
Copy to: Hank Collins

Project: Roadway Improvements on Various City Roads,
Project Number 22-001
TO No.: 12

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the resurfacing work on Project Number 22-001

BACKGROUND INFORMATION

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

Task 1 – Construction, Engineering and Inspection Services

- Provide inspection services for the resurfacing, milling, patching, striping, speed hump, and structure adjustments of the approved roads in the contract with Magnum Paving for Project Number 22-001
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of \$58,000.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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

Authorization:

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

Authorized by: _____

Title: Mayor

Print Name: Mario Avery

Date: _____



April 22, 2022



Roadway Improvements Various on City Roads IFB 22-001

CEI Services
City of Fairburn

PERSONNEL COSTS:

EST HRS

RATE/HR

COST(\$)

Coring and Pavement Investigation

CONSTRUCTION SERVICES MGR

80

\$125.00

\$10,000

SENIOR INSPECTOR

640

\$75.00

\$48,000

SUBTOTAL

\$58,000

DIRECT COSTS

REPRODUCTION/PLOTTING

\$0

TRAFFIC CONTROL

TOTAL DIRECT COSTS

\$0

TOTAL COST

\$58,000



City of Fairburn

July 26, 2019

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

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

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

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

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

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

Sincerely,


Lester Thompson, Deputy Director Community Development/Public Works

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Moreland Altobelli Associates, LLC


Buddy Gratton, PE

President


Date

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22nd day of July 2019 by and between MORELAND ALTOBELLI ASSOCIATES, LLC, a Limited Liability Company ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Duration and Termination. This Agreement shall remain in effect until July 22, 2022, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such

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

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

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

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

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

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

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

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

[Signature page follows]

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

CONTRACTOR:

Address:

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

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

Date signed by Contractor:

August 13, 2019

By:


President

[CORPORATE SEAL]

CITY:

Address:

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

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

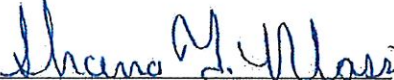
By:


Mayor: Elizabeth Carr-Hurst

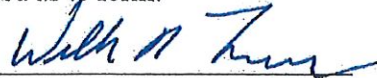
Date signed by City:

July 22nd, 2019

Attest:



Approved as to form:



Interim City Clerk: Shana T. Moss

City Attorney: William Randy Turner

[SEAL]



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Budget Amendment: Establish Procurement Manager Position in the Finance Department

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

Submitted: 5/2/2022

Work Session: N/A

Council Meeting: 5/9/2022

DEPARTMENT: Finance

BUDGET IMPACT: FY22: \$26,802

PUBLIC HEARING? () Yes (X) No

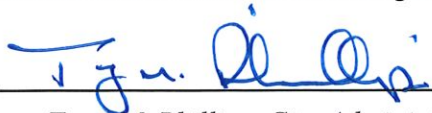
PURPOSE: Budget Amendment: Establish Procurement Manager Position in the Finance Department

HISTORY: The City of Fairburn has outgrown its current procurement operations and there is a need to centralize this function. The establishment of the Procurement Manager position will ensure that all goods and services are properly acquired to move projects and processes forward successfully and efficiently. The Procurement Manager position will effectively oversee full cycle procurement operations across all operational departments, inclusive of established policies and practices, regular vendor/contractor performance evaluations, as well as make recommendations to streamline procurement efficiency.

FACTS AND ISSUES: Due to the City not having an established Procurement Manager position, procurement data is currently not centralized.

FUNDING SOURCE: Funds in the amount of \$26,802 will be transferred from the Fire Department (Salary 100-3500-51-1100, \$22,400; FICA 100-3500-51-2200, \$1,714; Insurance 100-3500-51-2100, \$2,688) to the Finance Department (Salary 100-1510-51-1100, \$22,400; FICA 100-1510-51-2200, \$1,714; Insurance 100-1510-51-2100, \$2,688) to cover the cost for the remainder of FY22. The proposed FY23 budget will reflect the cost to fully fund the position.

RECOMMENDED ACTION: Request Mayor and Council approval of the Budget Amendment to establish the Procurement Manager position.



Tony M. Phillips, City Administrator

**CITY OF FAIRBURN
POSITION REQUEST**

DATE: 05/2/2022

TO: City Council

FROM: Tony M. Phillips, City Administrator

SUBJECT: POSITION REQUEST –

I do hereby request and submit the following Position Request to be approved.

INCREASE TO DEPARTMENT:

<u>Department Name</u>	<u>Current Position Count</u>	<u># of Positions Request</u>	<u>Cost of Position</u>
Finance	8	1	\$26,802

DECREASE TO DEPARTMENT:

<u>Department Name</u>	<u>Current Position Count</u>	<u># of Positions Removed</u>	<u>Cost of Position</u> -
Fire	N/A	N/A	\$26,802

REASON: The City of Fairburn has outgrown its current procurement operations and there is a need to centralize this function. The establishment of the

Procurement Manager position will ensure that all goods and services are properly acquired to move projects and processes forward successfully and efficiently.

The Procurement Manager position will effectively oversee full cycle procurement operations across all operational departments, inclusive of established

policies and practices, regular vendor/contractor performance evaluations, as well as make recommendations to streamline procurement efficiency.

According to the Statement of Policy, the above-listed transfer has been approved.

5.2.22
Date

Peterson David
Peterson David, Finance Director

5/2/22
Date

Tony Phillips
Tony Phillips, City Administrator

Vote: Approved # _____ Denied # _____

Budget Amendment – 05/9/2022



CITY OF FAIRBURN JOB DESCRIPTION

POSITION TITLE: Procurement Manager

DEPARTMENT: Finance

COMPENSATION: Grade 29: Salary \$67,255.60 - \$72,779.20

BENEFITS: Eligible for City's core benefits, ancillary benefits, eleven (11) paid holidays, ten (10) days annual leave, ten (10) days Sick leave annually and eligible for other City benefits.

REPORTS TO: Finance Director

SCHEDULE: Normal operating hours: Monday – Friday, 8:00 am – 5:00 pm
(schedule flexibility is available to accommodate the needs of the city).

POSITION SUMMARY:

The Procurement Manager is an exempt professional level position that reports to the Finance Director. The purpose of this classification is to perform duties related to procuring materials, equipment, supplies, and services. Responsibilities include preparing and issuing Requests for Proposals (RFPs), Request for Quotations (RFQs), opening, and tabulating quotes, and providing information to vendors in accordance with purchasing laws. The Procurement Manager conducts internal procurement analysis and consultation in collaboration with City departments to source and make recommendations for materials, equipment, supplies, and services.

ESSENTIAL JOB DUTIES AND RESPONSIBILITIES:

- Surveys vendors to evaluate products and supplies for the lowest prices; utilizes current supply catalogues and other references for sources of supply.
- Obtain price quotes from vendors and compares quotes with requested commodity specifications and availability of items.
- Collaborates with user departments to develop clear and concise technical bid specifications to meet department needs; ensures minimum requirements are clearly defined and allow for competitive quotes; and analyzes quotation specifications to ensure accuracy in defining a purchase such as supplies, equipment, services, or materials.
- Prepares and issues quotes and related materials; distributes quotes to vendors; opens and tabulates quotes; analyzes bids to determine most responsible/responsive bidders; sends results of quote responses to request City departments; and prepares and issues addendums to notify vendors of additions/changes in quote solicitations.

- Maintains lists of active vendors; provides information on vendors to City personnel engaged in departmental purchasing processes; and maintains vendor files for vendors that solicitations have been sent to.
- Prepares and generates purchase orders and/or service contracts utilizing automated financial systems and ensures that specifications and commodity codes are current.
- Conducts training with city employees on the procurement process; periodically reviews the City's Purchasing Policy and makes recommendations that are in accordance with current purchasing trends.
- Processes a variety of documentation associated with department/division operations, within designated timeframes and per established procedures; receives and reviews various documentation, including Solicitation Responses, Evaluation Documents, specifications, insurance certificates, invoice, payment vouchers, and time sheets; reviews, completes, processes, forwards or retains as appropriate.
- Prepares or completes various forms, reports, correspondence, and other documentation, including notification letters, payment vouchers, production/status reports, addendums, purchase orders, recommendation letters, and termination letters; compiles data for further processing or for use in preparation of department reports; and updates/maintains a wide variety of computerized and/or hardcopy procurement and product documents/records.
- Communicates with supervisor, department liaison(s), sales representatives, consultants, vendors, the public, and other individuals as needed to coordinate procurement activities, review status of requisitions, exchange information, resolve problems, or provide assistance.
- Defines contract recommendations that support department business goals in collaboration with senior management and internal customers.
- Establishes and maintains regular written and in-person communications regarding contract activities with organization executives, department heads and end users.
- Provides analytical data and information to support procurement initiatives and contract negotiations.
- Conducts market research to identify potential suppliers.
- Maintains contractor database and monitors contract for performance of essential terms including renewal and expiration protocols.
- Monitors contract performance for compliance with organizational needs and requirements, including following up checks for corrective action, and regular contractor performance evaluations.
- Conducts pre-bid meetings.
- Develops procurement strategies.
- Monitors all purchases.

MINIMUM QUALIFICATIONS:

- Bachelor's degree in accounting, business, public administration, or a related field required; supplemented by (3) three years of experience in procurement, purchasing or contract administration or a related field; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this position.
- Possess a valid Georgia driver's license and maintain a satisfactory driving record.

PREFERRED QUALIFICATIONS:

- Professional designation as a Certified Professional Public Buyer (CPPB) or Certified Public Procurement Officer (CPPO) issued through the Universal Public Purchasing Certification Council (UPPCC) is preferred.
- Experience in the public sector or local government is preferred.

KNOWLEDGE, SKILLS AND ABILITY REQUIREMENTS:

- Ability to demonstrate proficiency in performance of the essential functions and learn, understand, and apply all City or departmental policies, practices, and procedures necessary to function effectively in the position.
- Knowledge of the public purchasing principles and practices, including competitive bidding procedures.
- Knowledge of relevant local, state and federal regulations.
- Knowledge of the methods and techniques used in the grading and analysis of the quality of supplies, materials, and equipment.
- Knowledge of computers, and job-related software programs.
- Knowledge of supply sources.
- Skill in establishing priorities and organizing work.
- Skill in developing specifications for purchases.
- Skill in public and interpersonal relations.
- Skill in oral and written communication.

PHYSICAL DEMANDS

Work is typically performed while sitting at a desk or standing for brief periods of time. Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or workstation.

SENSORY REQUIREMENTS

Some tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally.

WORK ENVIRONMENT

Essential functions are regularly performed without exposure to adverse environmental conditions.

EEO STATEMENT

We are an equal employment opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability status, protected veteran status or any other characteristic protected by law.

This job description has been reviewed and approved on _____ by:

Tony M. Phillips, City Administrator

(Department Head Name), (Department Name)

I have read this job description and understand the duties assigned and the expectations of my performance.

Employee Signature

Date