



City of Fairburn Special Called Meeting Agenda

August 2, 2022
5:30pm

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. Invocation:
- III. Pledge of Allegiance:
- IV. Roll Call: City Clerk
- V. Adoption of the City Council Agenda:
- VI. Agenda Items:

1. **Agreement with Charles Abbott Associates for Building Development Services**

Recommendation: For Mayor and Council to approve the agreement with Charles Abbott Associates, Inc for Building Department Services to include Building Inspections and Building Plan Review and approve the revised Building Permit Fee Schedule.

2. **Resolution Authorizing the Establishment of a COVID -19 Pandemic Leave Policy**

Recommendation: For Mayor and Council to approve the Resolution to establish the COVID-19 Pandemic Leave Policy. This will provide safety guidance with respect to the City's response to the pandemic.

3. Introduction to Municipal Electric Authority of Georgia (MEAG)

VII. 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

CITY COUNCIL AGENDA ITEM

SUBJECT: Charles Abbott Associates, Inc. Agreement for Building Development Services

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

Submitted: 07/29/2022

Work Session: N/A

Council Meeting: 08/02/2022

DEPARTMENT: City Administrator's Office

BUDGET IMPACT: 60/40 Revenue Split

PUBLIC HEARING: () Yes (X) No

PURPOSE: Mayor and Council approval of an agreement with Charles Abbott Associates, Inc. (CAA) for Building Department Services to include Building Inspections and Building Plan Reviews.

HISTORY: The City of Fairburn has continued to see an increase in development throughout the City with regard to residential and commercial projects. Over the past several years, the City has operated with one employee serving as the building official and inspector which, does not meet the current demand of development. Additionally, the building permit fee schedule has not been updated since 2003.

FACTS AND ISSUES: The agreement with Charles Abbot Associates, Inc. is based on revenue collections and Charles Abbott Associates, Inc. proposes to provide all Building and Safety Services, including Residential and Commercial Building Plan Review, Inspection, and Building Official Services. The current fee schedule is outdated and does not clearly identify all fees required. The revised fee schedule is based on the International Code Council (ICC) Building Evaluation Data which is produced annually based on current construction costs.

FUNDING SOURCE: The agreement is structured where the contractor's total fees are deducted from incoming revenues utilizing a 60/40 split. The contractor's share will be based on the total amount of building permit fees calculated and collected for the assigned projects. Fees are inclusive of all costs necessary to complete the project.

RECOMMENDED ACTION: Request Mayor and Council approval authorizing the City Administrator to execute the Charles Abbott Associates, Inc. agreement for Building Department Services and to approve the revised Building Permit Fee schedule.



Tony M. Phillips, City Administrator

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between THE CITY OF FAIRBURN hereinafter referred to as "City", with principal offices at 56 Malone Street SW, Fairburn, GA 30213, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA.

WHEREAS, The City proposes to utilize the services of Consultant for Building Department Services.

WHEREAS, the Consultant has represented to the City that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

- A. Consultant will perform full-service Building Department Services to the City, including Building Inspections and Building Plan Reviews.
- B. Consultant will perform services based on directives issued by the City. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the City. Consultant will not further subcontract or assign said work to any other individual or company without consent of the City.
- C. The City may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the City and Consultant. If approved by the City, a written task order will be provided.

COMPENSATION

- A. The City will compensate Consultant according to the fee schedule outlined in Exhibit A, Cost Proposal.
- B. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The City will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the City. The City will contact Consultant not later than 5 business days of receipt of any invoice which is in dispute.

TERM

- A. This Agreement shall remain in effect for an initial term beginning October 1, 2022 and shall terminate absolutely and without further obligation on the part of City at the close of the calendar year in which it is executed (the "Initial Term") and at the close of each succeeding calendar year for which it may be renewed; provided, however, that this Agreement will automatically renew for additional one (1) year terms

(each a "Renewal Term" and together with the "Initial Term", the "Term"), unless either party provides at least thirty (30) days' written notice of its intent not to renew to the other party prior to the start of any Renewal Term. Notwithstanding the foregoing, this Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under this Agreement.

- B.** This Agreement may be terminated by the City without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the City, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the City with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.
- C.** Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

- A.** Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.
- B.** Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the City and Consultant the following insurance policies:
 - General Liability Insurance – Providing protection of \$1,000,000 per occurrence / \$2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
 - Professional Liability Insurance – Providing protection for at least \$2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
 - Automobile Liability Insurance – Providing protection for at least \$1,000,000 combined single limit.
 - Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the City, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the City, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, sex, age, physical or mental disability, genetic information, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the City and will be provided by the Consultant to the City upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the parties hereto.

GOVERNING LAW AND VENUE

- A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.
- B. Fulton County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other

remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the City to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

City of Fairburn
56 Malone Street SW
Fairburn, GA 30213

Charles Abbott Associates, Inc.
27201 Puerta Real, Suite 200
Mission Viejo, CA 92691

Print Name

Rusty R. Reed

Print Name

Signature

Signature

Title

CEO/President

Title

ATTEST

City Clerk

APPROVED AS TO FORM

City Attorney

Attachment: Exhibit A, Cost Proposal

Cost Proposal



The fees outlined below assume the adoption of a valuation-based fee schedule as in the example shown below, which is used at the City of Peachtree City.

CAA proposes to provide all Building and Safety Services, including Residential and Commercial Building Plan Review and Inspection Services, for the following share of total fees calculated and collected for the assigned project. Fees are inclusive of all costs, including general and administrative, travel, per diem, training, materials, supplies, and other items necessary to complete the project.

Monthly Fees Collected	CAA's % of Fees
All building permit fees collected	60%

CAA will provide additional services as needed for the following hourly rate:

Service Provided	Hourly Rate	Min Hours
Engineering Plan Review	\$149	1 hour
Land Development Inspector	\$80	4 hours

BUILDING PERMIT FEES:

Calculating Building Valuation	Unless otherwise stated, the valuation for all new construction will be based on the actual contract cost of the work or calculated by using the latest <u>construction cost data</u> as published in the Building Safety Journal by the International Code Council. For Interior Completion only, the construction cost is valued at 50% of the calculated ICC building valuation.		
Fee Payment	Plan review fees are non-refundable and due at time of application.		
Plan Review Fee	Residential Plan Review	\$150	
	Commercial/Industrial Plan Review	Additional 50% of permit fee (minimum \$200)	
Permit Fees	Minimum Permit Fees	Residential - \$300	Commercial - \$300
	TOTAL VALUATION		FEE
	\$1 to \$25,000	\$14 for each \$1,000, or fraction thereof, to and including \$25,000	
	\$25,001 to \$50,000	\$350 for the first \$25,000plus \$10 for each additional \$1,000, or fraction thereof, to and including \$50,000	
	\$50,001 to \$100,000	\$600 for the first \$50,000 plus \$7 for each additional \$1,000, or fraction thereof, to and including \$100,000	
	\$100,001 to \$500,000	\$950 for the first \$100,000 plus \$6 for each additional \$1,000, or fraction thereof, to and including \$500,000	
	\$500,001 to \$1,000,000	\$3,350 for the first \$500,000 plus \$5 for each additional \$1,000, or fraction thereof, to and including \$1,000,000	
	\$1,000,001 and up	\$5,850 for the first \$1,000,000 plus \$3 for each additional \$1,000, or fraction thereof	
Certificate of Occupancy or Completion (C/O C/C)	New commercial building	\$100	
	New single family detached, condo, townhome	\$50	
	New or renovated commercial tenant space	\$100	
Trade Permits (MEPs)	Electrical, Plumbing, HVAC, etc.	\$80 + \$5.00 for each \$1,000 or fraction thereof, of valuation of work being done.	
	T-Pole or power reconnect	\$150	
Demolition	Interior demo (bldg or tenant space)	\$150	
	Single family residential house demo	\$150	
	Commercial building demo	\$300	
Permit Extensions	Residential extension	\$100	
	Commercial extension	\$200	
Re-Inspections	Re-inspection fee	\$100	
Re-submittal	Re-submittal of all plans	\$100 each re-submittal	
Other (Plan	Transfer of Permit/change of contractor	\$100	

Review Included)	Structure move	\$200
	Siding replacement	\$150
	Residential Re roof	\$150
	Commercial Re-roof	\$200 + \$5.00 for each \$1,000 or fraction thereof, of valuation of work being done.
	Fence Permit and Res. Portable Storage Bld./carport	\$75
	Swimming Pool- in ground	Residential - \$600 Commercial - \$750
	Swimming Pool - above ground/ hot tub	Residential - \$300
	Inspections outside of normal business hours	\$125 per hour (3 hour minimum)
	Replacement of permits, CO's, etc.	\$25
	Minor Plan Revision Reviews - Review on changes to plans after approval	\$100 Residential \$200 Commercial
	Fee for work done without a permit	Original permit fee + 100% penalty (double permit fee)
	Temporary Construction Trailer	\$100
	Preliminary/ code compliance/ safety inspections	\$100
Administrative Fee		\$25 (all permits)



City of Fairburn

Residential Site Development Permit, Building Permit Procedures & Utility Fees

Residential Site Development Permit (Foundation Permit)

Submit:

- Completed Site Development Application
- Required Documents (See Site Development Application)
- **Proof of Residential Basic State License (State card & picture I.D.)**

Site Development Plan Review	\$ 150/Lot
Re-submittal Fee	\$ 100.00
Site Development Inspection (Utilities, Drainage, and Landscaping)	\$ 1,800/Lot
Foundation Only/ Site Inspections for Erosion Control	

Building Permit Procedures

Submit:

- Completed Building Permit Application
- Building Plans
- Foundation Location Survey drawn at a scale of 1"=20 ft.
- Notification of Site Plan Approval
- Trade Permits along with Affidavit, a current copy of business license, a current tradesmen certification card issued by the state, and photo ID.

Utility Fees

Water Tap	\$2,700.00 or \$3,150.00 (Based on location)
Sewer Tap	\$3,500.00
*Temporary Electricity	\$150.00
*Permanent Electricity	\$1,500.00 (Underground required for all new developments)
	\$200.00 (Above ground)
Utility Deposit	\$100.00 (Water & Electric)
	\$40.00 (Water Only)

* Electric fees are collected only if the building is within Fairburn Utilities service area.

For all Building Inspections call 770-964-2244 ext. 401.

Please leave your name, number, permit number, property address, and inspection request, if applicable, for a return call. Inspections will be done within 24 hours, excluding weekends and holidays.



City of Fairburn

COMMERCIAL UTILITY FEES

Water Taps:

1"	\$2,700.00
2"	\$5,400.00
3"	\$8,100.00
4"	\$10,800.00
6"	\$16,200.00
8"	\$21,600.00

Sewer Taps:

\$3,500.00	less than 2" water service
\$9,600.00	2" water service
\$18,100.00	3" water service
\$30,200.00	4" water service
\$60,300.00	6" water service
\$96,600.00	8" water service

Electricity:

Permanent Electricity \$1,500.00 (Underground required for all new developments)

* Electric fees are collected only if the building is within Fairburn Utilities service area.

Commercial Utility Deposit Quotes

- minimum Deposit - \$600.00 (Electric, Water & Sewer)
- minimum Deposit - \$400.00 (Water Only)



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: Authorize Establishment of the City's Pandemic Leave Policy

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☒ RESOLUTION

☐ OTHER

Submitted: 07/28/2022

Work Session: N/A

Council Meeting: 08/02/2022

DEPARTMENT: Human Resources

BUDGET IMPACT: \$0.00

PUBLIC HEARING: ☐ Yes ☒ No

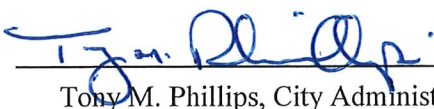
PURPOSE: Authorize Establishment of the City's Pandemic Leave Policy

HISTORY: The spread of the COVID-19 virus has been declared a global pandemic. The health and safety of all Fairburn employees, onsite contractor employees, and individuals interacting with the workforce is the City's highest priority. The City has developed a policy that provides safety guidance with respect to the City's response to the pandemic, to establish safety protocols, and to mitigate the spread of COVID-19 within the workplace.

FACTS AND ISSUES: The City has established a policy that sets forth safety guidance with respect to the City's response to the pandemic, to establish safety protocols, and to mitigate the spread of COVID-19 within the workplace. Additionally, the policy will establish a pandemic leave benefit for employees who are unable to telework and have tested positive for the COVID-19 virus and are required to quarantine or isolate in accordance with the guidance established by the Centers for Disease Control and Prevention ("CDC") and the Georgia Department of Public Health.

FUNDING SOURCE: No additional funding is requested to establish pandemic leave. Leave will be paid in accordance with the employee's respective salary which is currently budgeted annually. This leave has no accrual rate or monetary value upon an employee's separation of employment.

RECOMMENDED ACTION: Request Mayor and Council approval to establish the COVID-19 Policy and Pandemic Leave Benefit.



Tony M. Phillips, City Administrator

1 STATE OF GEORGIA
2 COUNTY OF FULTON

RESOLUTION NO: _____

3
4 **A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A COVID-19**
5 **PANDEMIC LEAVE POLICY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR**
6 **OTHER RELATED PURPOSES.**

7
8 **W I T N E S S E T H:**
9

10 **WHEREAS**, the City of Fairburn (the "City") is a municipal corporation duly organized
11 and existing under the laws of the State of Georgia, and is charged with providing for the health,
12 safety, and welfare of the residents, employees, businesses, and visitors within the City; and
13

14 **WHEREAS**, the spread of the COVID-19 virus has been declared a global pandemic by
15 the World Health Organization ("WHO"); and
16

17 **WHEREAS**, the COVID-19 virus and newly developing variants thereof continue to
18 represent a substantial threat to public health and safety; and
19

20 **WHEREAS**, the U.S. Centers for Disease Control has established guidance related to
21 mitigation of the spread of the COVID-19 virus; and
22

23 **WHEREAS**, the City wishes to establish a policy that sets forth minimum safety guidance
24 with respect to the City's response to the pandemic, to establish safety protocols, and to mitigate
25 the spread of COVID 19 within the workplace; and
26

27 **WHEREAS**, the proposed policy will establish a pandemic leave benefit for employees
28 who are unable to telework and have tested positive for the COVID-19 virus and are required to
29 quarantine or isolate in accordance with the guidance established by the Centers for Disease
30 Control and Prevention ("CDC") and the Georgia Department of Public Health; and
31

32 **WHEREAS**, the Mayor and City Council, in the exercise of their sound judgment and
33 discretion, and in consultation with staff, after giving thorough thought to all implications
34 involved, and keeping in mind the health, safety, and welfare of the residents, employees,
35 businesses, and visitors within the City, have determined it to be in the best interest of the citizens
36 of the City, that this Resolution be adopted.
37

38 **NOW THEREFORE BE IT RESOLVED** that the COVID-19 Pandemic Leave Policy,
39 in substantially the form attached hereto as Exhibit "A", is hereby established.
40

41 **BE IT FURTHER RESOLVED**, in the event any section, subsection, sentence, clause,
42 or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such
43 adjudication shall in no manner affect the previously existing provisions of the other sections,
44 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and
45 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or
46 unconstitutional were not originally a part thereof. The City Council declares that it would have

47 passed the remaining parts of this Resolution if it had known that such part or parts hereof would
48 be declared or adjudicated invalid or unconstitutional.

49
50 **BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately
51 upon signature by the Mayor.

52
53 **BE IT FINALLY RESOLVED**, that any and all resolutions in conflict with this resolution
54 be and the same are hereby repealed, only to the extent of such conflict.

55
56 This ____ day of _____, 2022.

57
58
59
60 _____
61 Mario B. Avery, Mayor

62
63
64 ATTEST:

APPROVED AS TO FORM:

65
66
67 _____
68 Brenda B. James, City Clerk

Rory K. Starkey, City Attorney

EXHIBIT A

PANDEMIC LEAVE POLICY

[TO BE ATTACHED]

2-53.21 COVID-19 POLICY

I. Policy Purpose and Scope

The City of Fairburn recognizes that COVID-19 is a highly contagious infectious disease. Therefore, the health and safety of all Fairburn employees, onsite contractor employees, and individuals interacting with the workforce is the City's highest priority. This policy sets forth minimum safety guidance with respect to the City's response to the pandemic, to establish safety protocols, and to mitigate the spread of COVID-19 within the workplace.

This policy also establishes a pandemic leave benefit for employees who are unable to telework and have tested positive for COVID-19 and are required to quarantine or isolate in accordance with the Centers of Disease Control (CDC) and Georgia Department of Public Health agency.

As part of the safety protocol, the City Administration office may implement at any time mask mandates, social distancing protocols, screening testing requirements, and/or office closures in response to the pandemic. This policy supersedes any guidance prior to January 10, 2022.

II. Definitions: The following definitions shall apply to this section only.

- a. "*Exposure*" is contact with someone infected with COVID-19, in a way that increases the likelihood of getting infected with the virus.
- b. "*Close contact*" is when someone who was less than 6 feet away from an infected person for a cumulative total of 15 minutes or more over a 24-hour period. (Note: Individuals who are exposed to someone after they have completed a 5 day isolation is not considered a close contact).
- c. "*Quarantine*" is a method used to prevent the transmission of COVID-19 by keeping individuals who are in close contact with someone with COVID-19 apart from others.
- d. "*Isolation*" is a method used to separate individuals with confirmed or suspected COVID-19 from those without COVID-19.
- e. "*Symptoms of COVID-19*" means health conditions which may include fever of 100.0 F or greater, chills, persistent cough, sore throat, shortness of breath, trouble breathing, fatigue, muscle or body aches, headache, congestion or runny nose, new loss of taste or smell, nausea or vomiting, diarrhea, or persistent pain or pressure in the chest. (Note: This list of health conditions may not be all inclusive. This list will be updated as the CDC continues to learn more about COVID-19.)
- f. "*Fully vaccinated*" means at least two weeks have passed after a person received a single-dose of an FDA or WHO authorized or approved COVID-19 vaccine or the second dose of an FDA or WHO authorized or approved two-dose COVID-19 vaccine.
- g. "*Send home*" means to request an employee to leave the on-site city work location, when the "send home" direction is given. An employee requested to

leave the worksite location may be allowed to telework, upon approval from the City Administration office and the respective Department Head for positions designated are capable for telework arrangement.

III. COVID-19 GUIDELINES AND PROTOCOL

- A. An employee who has tested positive through a COVID-19 diagnostic test, an employee who has been in close contact with another person who tested positive for COVID-19, or an employee who has exhibited symptoms of COVID-19, must not report to work until the following conditions are met:
1. Isolation or quarantine period have been met, and
 2. If asymptomatic and you continue to have no symptoms or had symptoms and symptoms have improve (fever free for at least 24 hours with no fever reducing medicine), and
 3. Provided a lab-confirmed negative test result or medical documentation from a licensed treating physician confirming that the exhibited symptoms are non-communicable and able to return to work.
- B. An employee that develops a fever or developed other symptoms that are consistent with the vaccine within three (3) days after receiving a vaccination for COVID-19 (including boosters) must not report until the following conditions are met:
1. The employee has not had any COVID-19 symptoms as listed in Section II(b) above, and
 2. Fever free for at least 24 hours with no fever reducing medicine), and
 3. Provided a negative test result or medical documentation from a licensed treating physician confirming that the exhibited symptoms are non-communicable and able to return to work.
- C. Exposure Protocol
- City employees shall promptly report to their department head and the Human Resources Director if they have been exposed to a person infected with COVID-19.
- D. Symptoms Protocol
- City employees shall promptly report to their department head if they have any symptoms associated with COVID-19. If any signs and symptoms occur while working, the employee MUST immediately leave the work area and notify their Department Head and the Human Resources Director.
- Employees that develop any of the symptoms above should not report to work.
- D. Employees Exposed by Co-Workers
- This internal reporting protocol is designed to protect the privacy of affected employees while at the same time, permitting the City to implement proper space disinfection and other safety measures.

It is important for Department Heads to know how to (1) report employees who have confirmed cases of COVID-19 and (2) employees whom have been ordered to isolate or quarantine based on known or suspected exposure to the virus.

If an employee who has been coming to work contracts or is diagnosed with COVID-19, the Department Head shall notify employees determined to have experienced a potential exposure, without revealing the infected or potentially infected employee's name and while otherwise maintaining ADA-mandated confidentiality. To facilitate this, the infected employee should be asked - if possible - to identify all employees with whom he had close contact. If the contacts identified rise to the level of exposure, the department head(s) should notify the Human Resources Director and send these other employees home in accordance with the recommended quarantine or isolation time periods.

IV. LEAVE POLICY

A. Pandemic Leave Benefit

The company paid pandemic leave benefit allows for eligible employees to take up to five (5) working days within one calendar year if they test positive for COVID-19 and is required to quarantine or isolate. Company paid pandemic leave have no monetary value, the leave has no accrual rate, and no employee shall receive payment for unused leave upon expiration of this benefit or separation from the City.

Employees may not use company paid leave intermittently. The leave must be taken as a full day. To qualify for the leave, employee must:

1. Be employed by the City as an active, full-time employee (no waiting period for new hires);
2. Be fully vaccinated with FDA or WHO authorized or approved COVID-19 vaccine;
3. Be unable to work or telework due to COVID-19;
4. Provide documentation of a positive test result;
5. Provide medical documentation from a licensed treating physician indicating that the employee is required to quarantine or isolate.

B. General Leave Guidance

Employees do not have to request the company paid pandemic leave. Leave will be applied to the employee's timecard in the City's timekeeping system in coordination with the employee's Department Head and the Director of Human Resources.

Employees who require additional time to be out of work past the isolation or quarantine period beyond the 5 working days of company paid pandemic leave may use any available accrued sick or vacation leave. Human Resources will consult with employees regarding any additional leave options.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: AN INTRODUCTION TO MUNICIPAL ELECTRIC AUTHORITY OF GEORIGIA (MEAG)

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


Submitted: 07/29/2022

Special Called Meeting: 08/02/2022

DEPARTMENT: MAYOR AND COUNCIL

BUDGET IMPACT: NONE

PURPOSE: A Representation from MEAG will be present to give an introduction and further information regarding the Municipal Electric Authority of Georgia.



Tony M Phillips, City Administrator



AN INTRODUCTION TO MEAG POWER

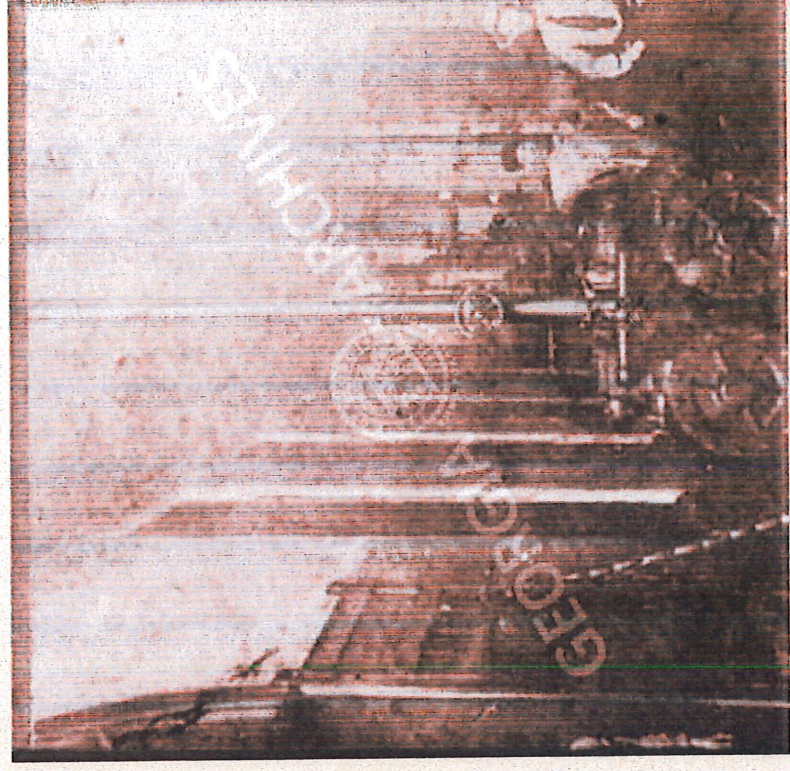
MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA
Wholesale Electric Supplier to 49 Georgia Communities

July 20, 2022

HISTORY OF MUNICIPAL ELECTRIC SYSTEMS



- Municipal Systems date back to the 1890s and early 1900s when central station electric service could be provided to citizens.
- Originally, most of these systems provided their wholesale power from a small plant that they owned and operated.

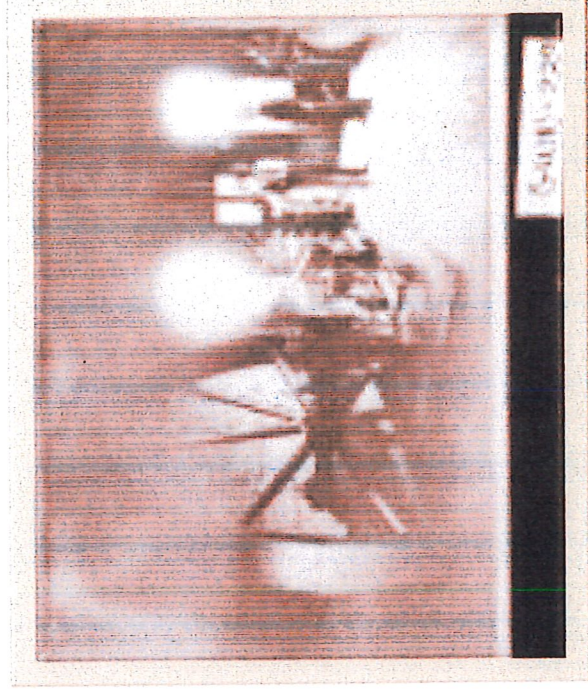


Georgia Archives: Newnan – Early 1900s

HISTORY OF MUNICIPAL ELECTRIC SYSTEMS



- With the advent of large generating stations connected by transmission systems and resulting lower costs from economies of scale, these municipal systems became wholesale power customers of Georgia Power Company ("GPC").



Georgia Archives: Lawrenceville 1906
Mechanic Street

- Following WWII, electric prices continued to drop due to the economies of scale and the expansive industrial growth after the war that continued to create more demand.

HISTORY OF MUNICIPAL ELECTRIC SYSTEMS



- GPC indicated in the early 1970s that in the event of power shortages it would provide first for its retail load, and could not be responsible for supplying the wholesale requirements of the municipal systems.
- At the same time that GPC was seeking an operating license for Hatch Unit 2 and construction license for Vogtle Units 1 & 2, the Atomic Energy Act was being amended to require an anti-trust review by the Department of Justice.
- Under the settlement agreement reached as a result of the anti-trust review, GPC agreed to sell to the municipals and to the EMCs appropriate shares of its facilities.

FORMATION OF MEAG POWER



- As a result, the General Assembly in 1975 created MEAG, a public corporation and instrumentality of the State, for the purpose of acquiring generation and transmission assets to provide wholesale power supply to the municipalities.
- MEAG's initial acquisitions in four power plants were financed and the sales were completed in early 1977.



From L-R:

Charlie Newcomer – Fitzgerald
Roland Clayton – Thomasville
Charlie Smith – Griffin
Ed Pope – Washington
Alpheus Stakely – College Park
Frank Olson – Crisp County
Gayle Manley – Albany

O.C.G.A. 46-3-110: MUNICIPAL ELECTRIC AUTHORITY



Code § 46-3-125 Purpose: The purpose of the authority shall be to acquire or construct, or to acquire and construct, and to operate and maintain, or to cause to be constructed, operated, and maintained, electric generation and transmission facilities.

In addition, it shall be the purpose of the authority to take all other necessary or desirable action in order to provide or make available an adequate, dependable, and economical supply of electric power and energy and related services to those political subdivisions of this state identified in Code § 46-3-130 which may desire the same and, incidentally and so as to take advantage of economies of scale in the generation and transmission of electric power and energy, to other persons and entities.

PARTICIPANTS STATEWIDE



49 Participants

48 Municipalities

1 County

Population

Territory: 634,000

Diversity: 208 to 74,000

Area

2 sq. mi. to 280 sq. mi.

Designated Territories

1973 Territorial Act



MEAG POWER MISSION, VISION & VALUES



- **Mission:** To provide our Participants with competitive and reliable electric power to enhance the quality of life in their communities.
- **Vision:** To be our Participants' #1 choice for wholesale power that is essential to their growth and prosperity.
- **Values:** Customer Focus, Integrity, Excellence, Teamwork, Stewardship, Responsiveness

WHY WAS IT IMPORTANT TO BEGIN MEAG POWER?



The short answer is, “that it was a matter of survival for the Electric Cities.” During the 1960s and ’70s the municipal systems were wholesale customers of Georgia Power, and had no alternative options for their power supply.

The passing of that Act allowed the Municipal systems to gain control of their own power supply destiny.

The leadership in the Power Section responsible for this direction came from the ranks of the city councils, including mayors, city administrators and system operators.

– **Frank Olson** (Crisp County), Original MEAG Board Member and 2nd President & CEO

QUOTES FROM ORIGINAL BOARD MEMBERS



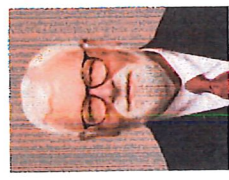
- **Olen Gunnin** (East Point) – “Economic development is a must as all units come on line, so we can use all our available power most efficiently.”
- **Frank Olson** (Crisp County) – “Our mission means staying on top of and keeping a handle on operating expenses. It is important that we do our homework and keep Participant involvement high – their communication is key to the success of MEAG.”
- **Ed Pope** (Washington) – “One of the biggest challenges of the future will be maintaining economic development as we level out our power supply. It is remarkable that 47 out of 50 joined.”

CURRENT MEAG POWER BOARD MEMBERS

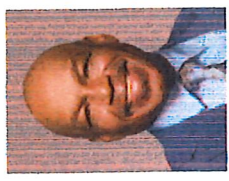
Representation From Around the State



R. Steve "Thunder" Tumlin, Jr.
Chairman
Mayor, Marietta



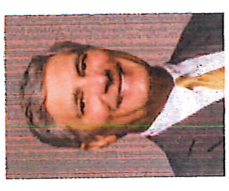
Larry M. Vickery
Vice Chairman, General Manager
Calhoun Utilities



L. Timothy Houston, Sr.
Secretary-Treasurer
Alderman, Acworth



Patrick C. Bowie, Jr.
Utility Director, LaGrange



L. Keith Brady
Mayor, Newnan



Terrell D. Jacobs
Muni. Ops. Consultant, GMA



Steve A. Rentfrow
Retired – Former General Manager
Crisp County Power Commission

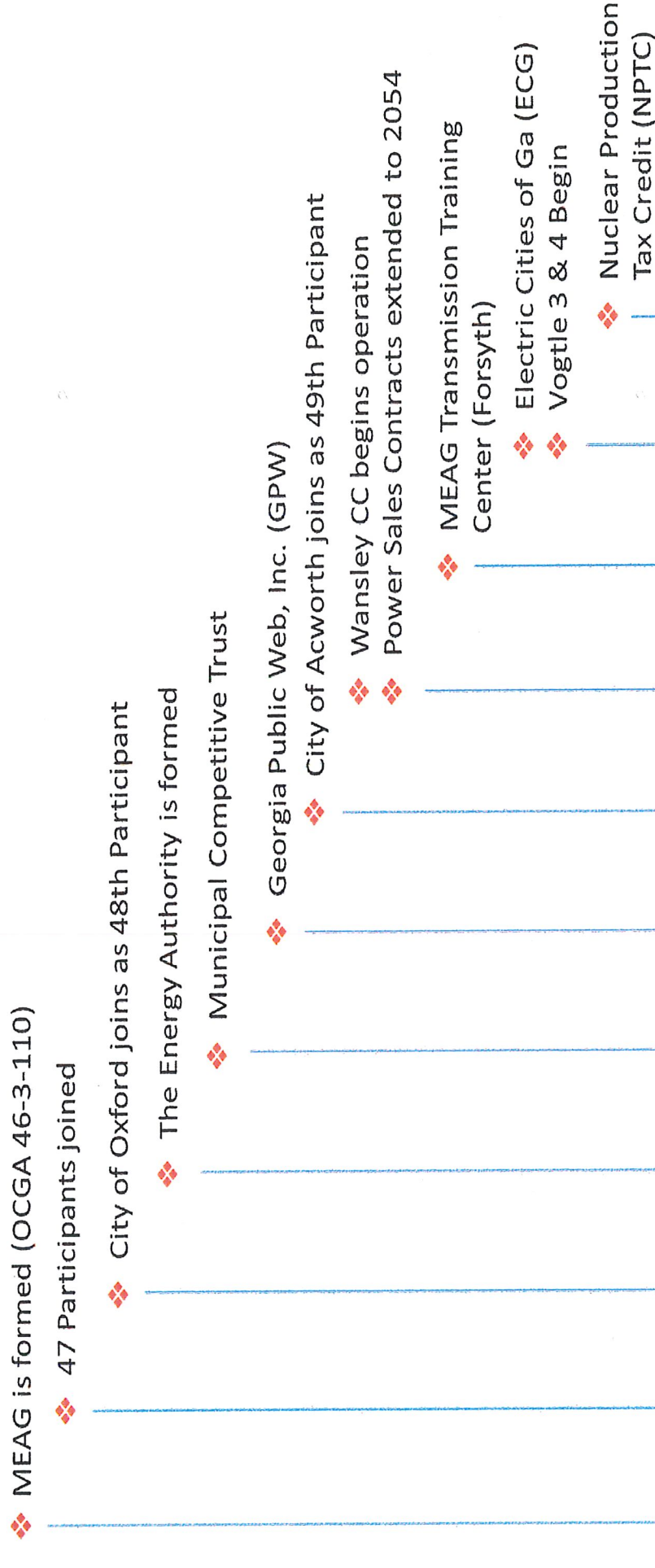


Gregory P. Thompson
Businessman, Monroe

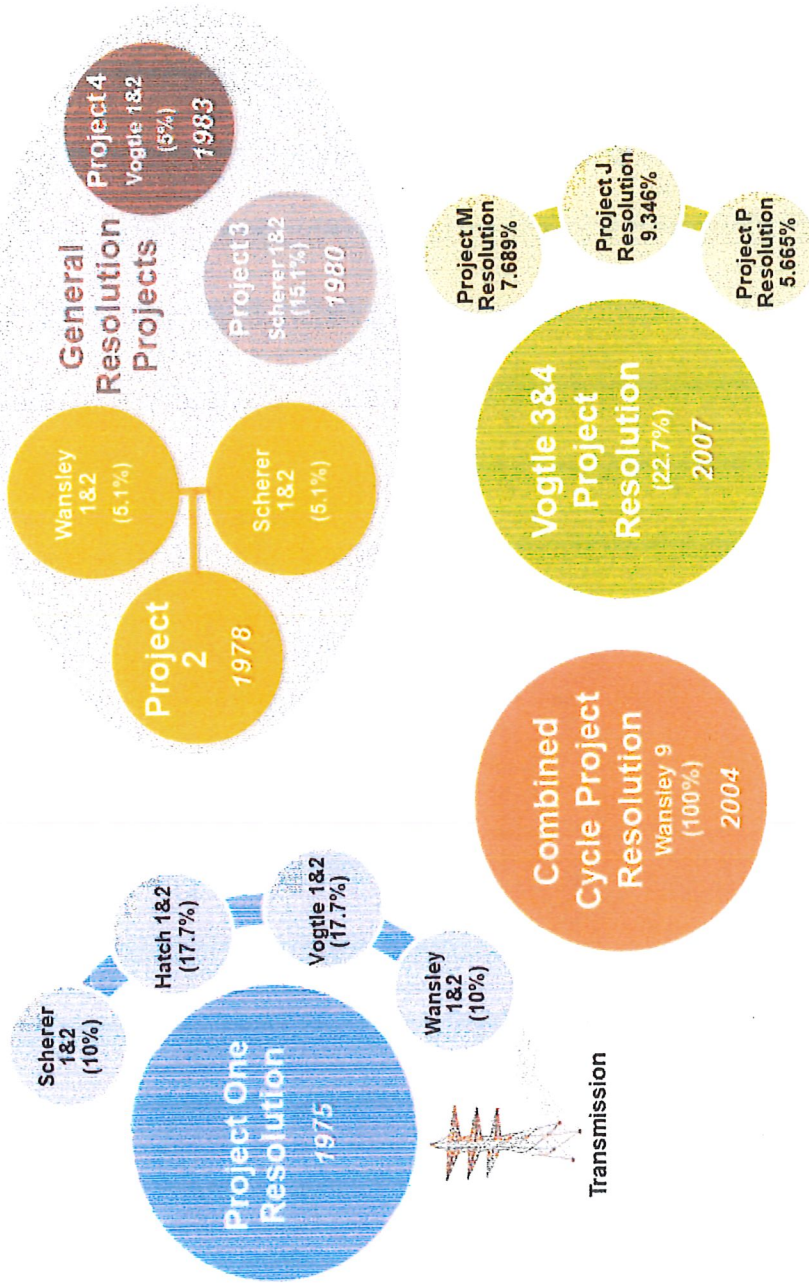


William J. Yearta
State Representative, Sylvester

MEAG POWER TIMELINE



PROJECT FACILITIES BY RESOLUTION PROJECT



MEAG POWER GENERATION FACILITIES



Plant Wansley – Eastern Coal

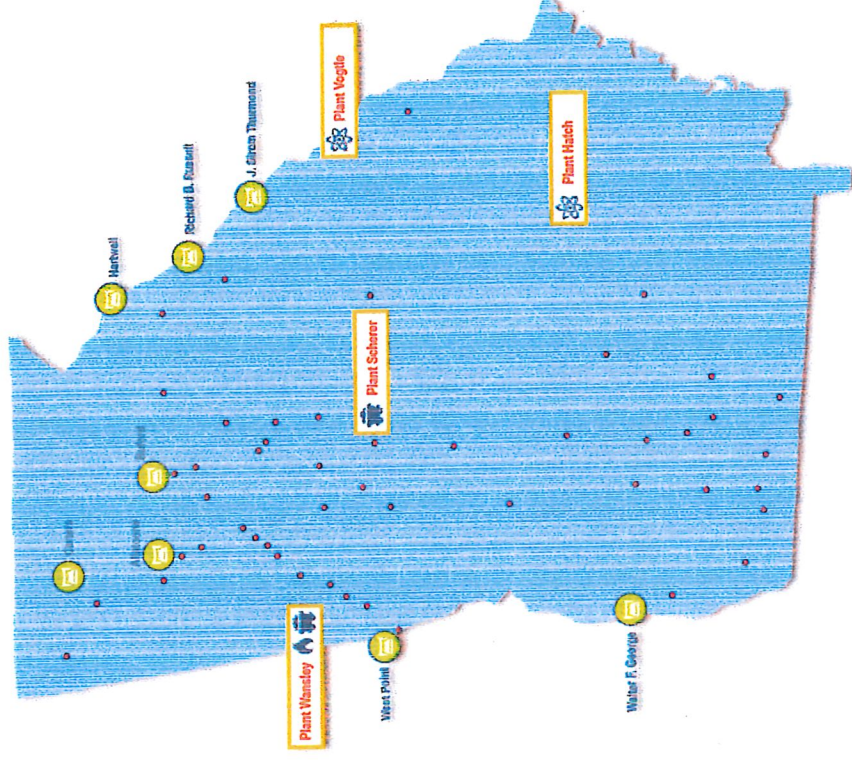
Wansley Combined Cycle – Natural Gas

Plant Scherer – Western Coal

Plant Vogtle – Nuclear

Plant Hatch – Nuclear

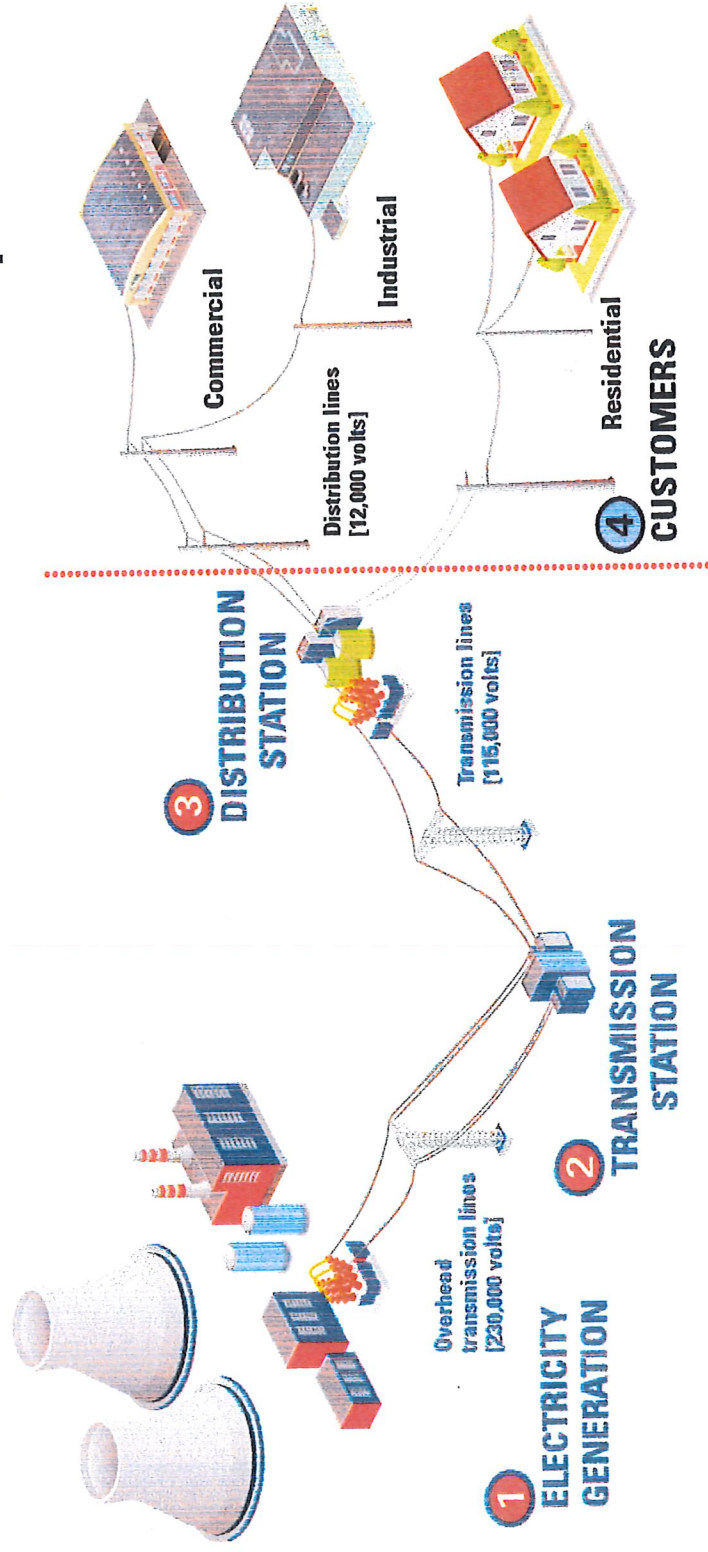
**Southeastern Power Administration
(SEPA) – Hydro Dams**



AREAS OF RESPONSIBILITY



MEAG Power Participants

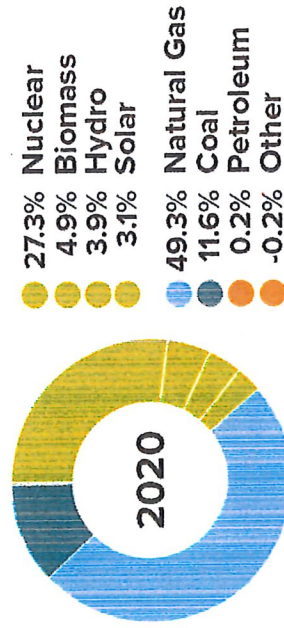


HOW MEAG POWER COMPARES TO GA & U.S.



How we compare vs. GA & U.S.

Georgia Generation



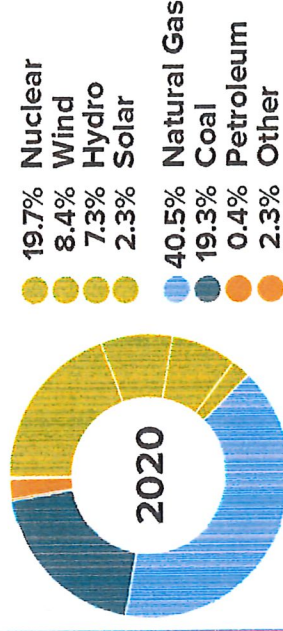
34.3% Emissions-Free

MEAG Power Delivered Energy



66% Emissions-Free

U.S. Generation



37.7% Emissions-Free

Source for GA & U.S.: U.S. Energy Information Administration

MEAG POWER VISION 2045



In 2020 MEAG Power adopted a new Integrated Resource Plan (IRP) – a roadmap to meet the future capacity and energy requirements of its 49 public power Participant communities.

Since 2008, MEAG Power has delivered more than 50% emissions-free wholesale energy – and since 2016 has averaged nearly 70% emissions-free delivered energy. Even though our clean energy portfolio compares extremely favorably with both the state and national averages, we're aiming higher.

Our vision is to continue to transition our resource portfolio to address future requirements, including increasing our emissions-free energy delivered to nearly 90% by 2045.

THE 2020 IRP CHARTS A COURSE



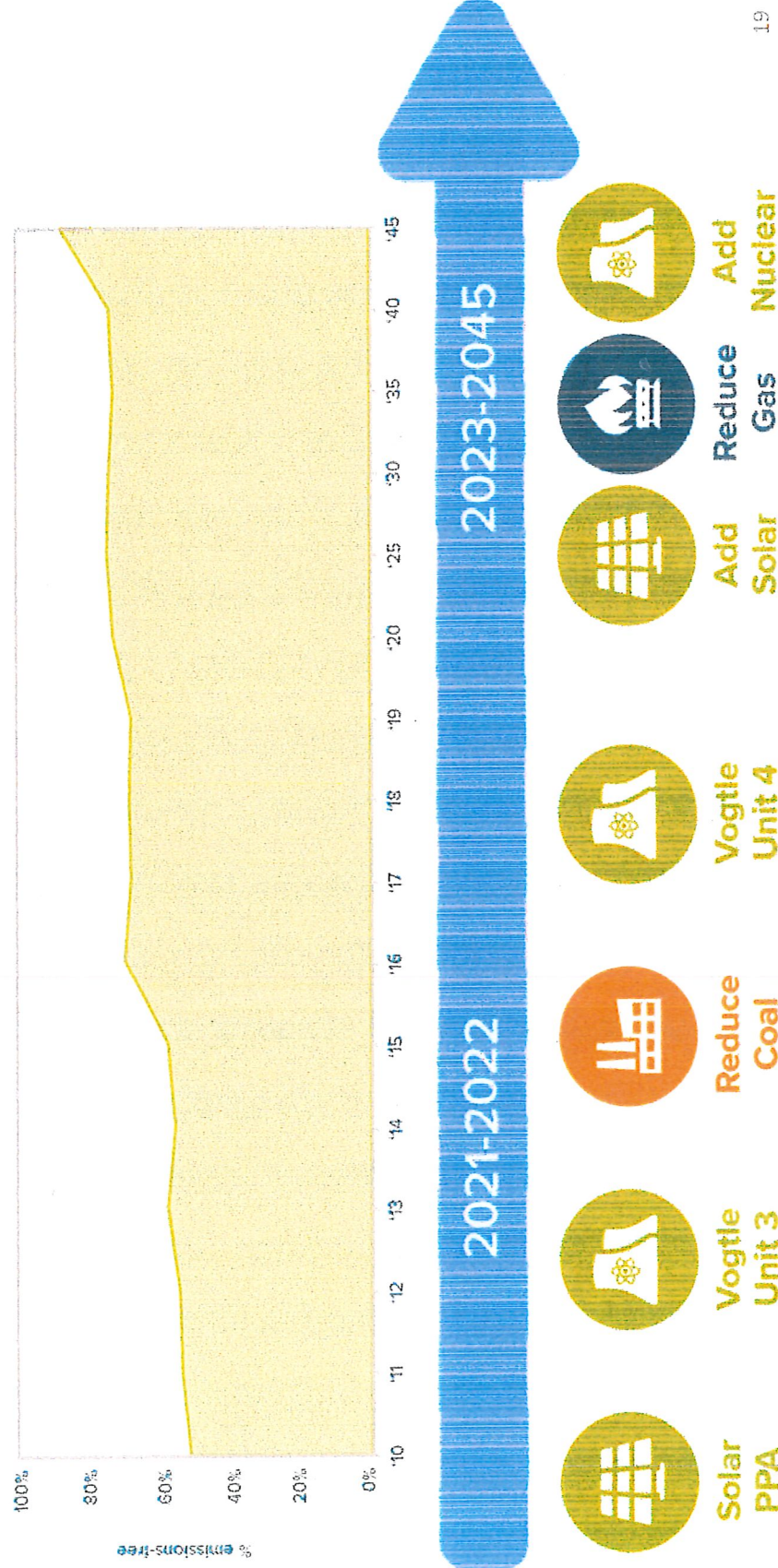
The newly adopted IRP charts a course toward achieving this vision that calls for a number of strategic steps, most already underway:

1. Continue to lessen our reliance on coal, and to exit our participation in Plant Wansley's coal units.
2. Complete our first solar PPA (an approximately 80 MW initiative expected to enter commercial operation in 2024), and roll out additional solar in the future.
3. Support application for a subsequent license renewal to extend the operating license for Plant Hatch Unit 1 from 2034 to 2054, and for Hatch Unit 2 from 2038 to 2058.
4. Integrate the output from the new Plant Vogtle Units 3&4 into our portfolio when they are slated to come online in 2023.

CLIMBING TOWARD NEARLY 90% EMISSIONS-FREE



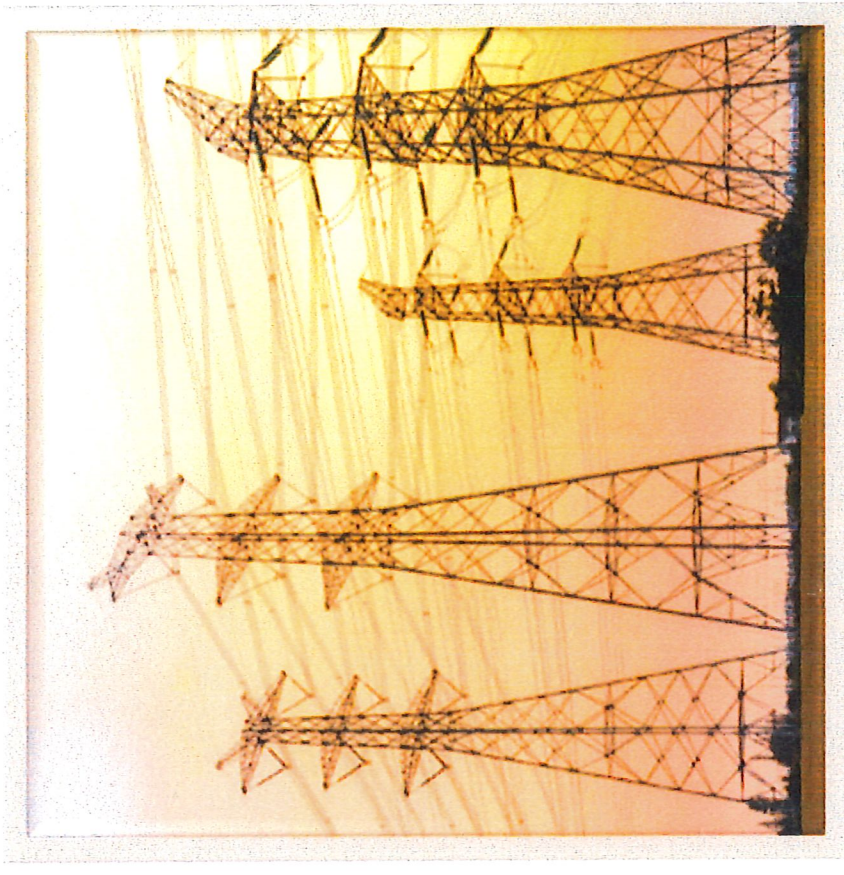
MEAG Power's Projected Delivered Energy



INTEGRATED TRANSMISSION SYSTEM



- Totals 17,800 Miles of Transmission Lines, Covering 90% of the State
- Provides Participant Access to Lines and Substations Around the State
- 1,336 Miles Owned by MEAG Power



PUBLIC POWER IN GEORGIA



Benefits of Public Power

- Local Control, Local Employment
- Revenue Stays in the Community
- Responsiveness to Customer Concerns
- Quick Response from Local Crews
- Focus on Long-Term Community Goals

Public Power In Georgia

- 51 Municipal Utilities
- 1 County-Owned Utility
- MEAG Power

Other Utility Types

- Rural Electric Cooperatives (EMCs)
- Private, Investor-Owned Utilities
- Federal Power Agencies
- Independent Generators

PARTICIPANT BENEFITS WITH MEAG POWER



Competitive

- Among the Lowest Cost Wholesale Energy in the Region
- High Reliability
- Strong Credit Rating; Conservative Balance Sheet
- Veteran Management

Participant-Focused

- Leverage Low Interest Rates
- Secure Favorable Government Funding
- Negotiate, Arrange and Manage Long-Term Power Purchase Agreements

PARTICIPANT BENEFITS WITH MEAG POWER



Monitor and
Advocate for
Appropriate Legislation
& Regulations

- Clean Power Plan; Affordable Clean Energy
- Coal Ash & Wastewater
- Cross State Air Pollution
- Distributed Generation
- Threat to Tax Exempt Financing

Work with
Educational, Trade
& Business
Organizations

- American Public Power Association (APPA)
- Large Public Power Council (LPPC)
- Georgia Mayors Council for Public Power
- Georgia Allies
- Georgia Energy & Industrial Construction Consortium (GEICC)
- Georgia Chamber of Commerce

GROWTH IS KEY TO OUR PARTICIPANTS



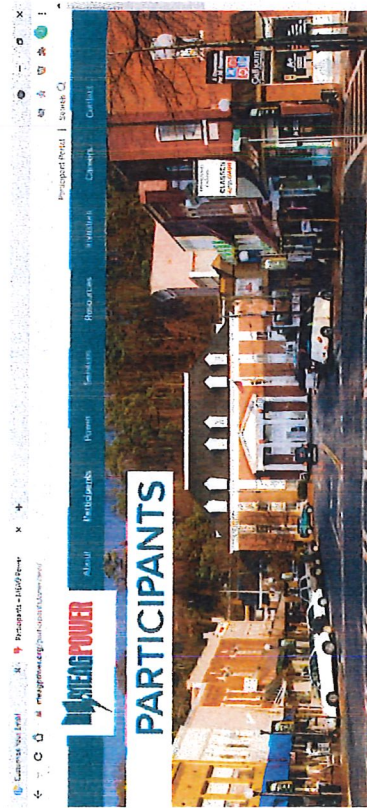
Importance of Growth

- Eases Pressure on Utility Rates; spreads fixed costs
- Creates Jobs & New Residents; multiplier effect
- Additional Revenue for the Local Community

MEAG Power's Commitment

- Collaborating with ECG in Economic Development Activities
- Sponsoring Strategic Events
- Maintaining Community Profiles on meagpower.org
- Advertising in Georgia Trend Magazine with Co-Branding Incentive

CORPORATE SITE IS MARKETING RESOURCE



Many of the 43 MEAG Power Participant communities have fully integrated public utilities, offering not only reliable, affordable, low-emissions electricity but also natural gas, water and sewer services, and fiber optic or digital

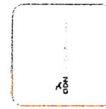


Economic Development

Our 43 MEAG Power Participant communities regularly attract new business and industry, and generate both economic and quality-of-life recognition. Below is a sampling of recent Participant regions.



Adel
Hudson-based Renewable Biomass Group will construct a \$95-million wood pellet facility in Adel, initially creating 60 new jobs.



Albany
Outdoor Network (ONN), a dealer for marine and power sports equipment for Honda, Mercury, Evinrude, OMC MerCruiser, and other globally recognized companies, will invest nearly \$22 million and create 125 jobs.



This one-of-a-kind community is all about more – more incentives to attract growth, more advanced-process workers, more educational support, more building sites, more logistics, plus high-tech communication and recreational treasures.

WORK-READY LABOR

- Highest Tier 1 Job Tax Credit
- More than 72,000 workers in metro area
- Home to nation's fourth largest Job Corps Center
- Employees trained in advanced-process manufacturing, logistics and distribution
- One of the first to earn Certified Work Ready designation

COUNTY: Dougherty
COUNTY POPULATION: 92,493

DELIVERED ENERGY



Emissions-Free

LOCAL, WELL-FUNDED JOB CREATION FUND

ACCESS TO AIR, WATER, RAIL AND EXPRESS HIGHWAYS

- Southwest Georgia Regional Airport second largest cargo center in the state (passenger service also provided)
- 30 minutes to Cordele Inland Port with direct rail link to Port of Savannah
- Rail connections through Norfolk Southern and Georgia & Florida Railway, two switching yards
- Four lane roadways to I-75, I-40, I-86 & I-95

HOME TO HIGHER EDUCATION INSTITUTIONS INCLUDING:

- Albany State University
- Troy University

PRO-BUSINESS

- Ranked #1 in the U.S. for Competitiveness in the Cost of Doing Business
- Broad and Diverse Business Base
- Three Designated Military Zones (enhanced job tax credits)
- Highest Job Tax Credit
- Low ISO Filing Rating (lower insurance costs)
- Streamlined Permitting and Favorable Regulation
- Metro Overall Cost of Living: 18.5% below National Average
- One of the First to Earn Entrepreneur Friendly Designation
- Designated Opportunity Zone
- 100% Freeport Inventory Tax Exemption

LEARN MORE: WATCH OUR ALBANY COMMUNITY VIDEO

YOUR REGIONAL MANAGERS



Senior Regional Manager

Stuart Jones



770-563-0431 – Office
678-576-5060 – Mobile
stjones@meagpower.org

Acworth	LaFayette
Buford	LaGrange
Calhoun	Lawrenceville
Cartersville	Marietta
College Park	Newnan
East Point	Norcross
Fairburn	Palmetto
Grantville	West Point
Hogansville	

YOUR REGIONAL MANAGERS



Senior Regional Manager

Holly Bisig



770-661-2889 – Office
404-936-4381 – Mobile
hbisig@meagpower.org

Barnesville	Mansfield
Commerce	Monroe
Covington	Monticello
Elberton	Oxford
Forsyth	Sandersville
Fort Valley	Sylvania
Griffin	Thomaston
Jackson	Washington

YOUR REGIONAL MANAGERS



Senior Regional Manager

Matthew Chancey



770-661-2712 – Office

770-560-2587 – Mobile

mchancey@meagpower.org

Adel

Albany

Blakely

Brinson

Cairo

Camilla

Crisp County

Doerun

Douglas

Ellaville

Fitzgerald

Moultrie

Quitman

Sylvester

Thomasville

Whigham