



# City of Fairburn Work Session Agenda

August 8, 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. Presentation for Downtown Facade Improvement Grant (**Economic Development**)
  - 2. Presentation of Community Garden Strategy (**Planning & Zoning**)
  - 3. Presentation for FY2022-2023 Budget (**City Administrator**)
- IV. Adjournment



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: DOWNTOWN FAÇADE IMPROVEMENT GRANT**

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☐ RESOLUTION

☐ CONTRACT  
☒ OTHER

**Submitted:** 8/2/2022

**Work Session:** 8/8/2022

**Council Meeting:** 8/22/2022

**DEPARTMENT:** ECONOMIC DEVELOPMENT

**BUDGET IMPACT:** \$50,000

**PUBLIC HEARING:** ☐ Yes ☒ No

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**PURPOSE:** For Mayor and City Council to approve funding of the Downtown Façade Grant Program. The Façade Grant Program implements transformative strategies that promote business growth within the downtown Historic Commercial District, revitalize historic buildings, and provide opportunities for Artists to help in the district's conceptual design and placemaking strategies.

**HISTORY:** The City of Fairburn has a rich history that is well-preserved within its downtown. Preservation projects that maintain its historic character offer capital improvements, which stimulate growth; while beautifying the space, providing an opportunity to showcase Fairburn's central business district. Façade improvements bring vibrancy to the downtown area and help cultivate unique spaces for residents and visitors.

**FACTS AND ISSUES:** The City of Fairburn developed the Façade Grant Program to allow business owners to apply for financial grant funds to facilitate area improvements. The Main Street Board and Downtown Development Authority (DDA) will administer the grant program.

**FUNDING SOURCE:** Budget Account # 230-000-52-3995

**RECOMMENDED ACTION:** Approval by the Mayor and City Council for funding to facilitate the implementation of the Downtown Façade Improvement Grant.

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

*Tony M. Phillips, City Administrator*



## **CITY OF FAIRBURN FAÇADE GRANT PROGRAM**



**Department of Economic Development  
26 West Campbellton Street  
Fairburn, Georgia 30213  
[www.fairburn.com](http://www.fairburn.com)**



## PROJECT OVERVIEW

### PURPOSE:

- To implement transformative strategies that promote business growth within the downtown Historic Commercial District.
- To revitalize historic buildings and provide opportunities for Artists to help in the conceptual design and placemaking strategies within the district.

**FUNDING SOURCE:** American Rescue Plan Act (ARPA)

### JUSTIFICATION:

The City of Fairburn has a rich history that is well-preserved within its downtown. Preservation projects that maintain its historic character offer capital improvements, which stimulate growth; while beautifying the space, providing an opportunity to showcase Fairburn's central business district. Façade improvements bring vibrancy to the downtown area and help cultivate unique spaces that will make residents and visitors proud.

PROGRAM ELEMENTS	OBJECTIVES	TIMELINE
<b>Phase I</b>		
Business Recruitment	<ul style="list-style-type: none"><li>• Introduce pilot project and solicit grant applications.</li><li>• Provide pre-application orientation.</li></ul>	October 2022 – March 2023
<b>Phase II</b>		
Design Partners and Technical Consultants	<ul style="list-style-type: none"><li>• Establish design concept and guidelines.</li><li>• Call for contractors and design consultants.</li><li>• Identify Design &amp; Development Group to partner with to facilitate grants to businesses.</li></ul>	October 2022 – March 2023
<b>Phase III</b>		
Build-Out	<ul style="list-style-type: none"><li>• Selection process</li><li>• Discuss implementation and construction schedule with businesses</li></ul>	April 2023 – July 2023



## FREQUENTLY ASKED QUESTIONS:

- **What is the Façade Grant Program?** The Façade Grant Program is intended to incentivize business owners to rehabilitate the facades of businesses located within the designated Historic Downtown District for economic growth and vitality.
- **What types of projects are approved to receive the grant?** The program was specifically designed to assist commercial businesses with façade improvements.
- **How are matching grants awarded?** The Façade Grant Program awards up to 50% percent of the total project costs with a maximum grant award of \$10,000. Applicants must contribute at least 50% percent of total expenses.
- **How long does it take before my project is completed?** The process begins with a pre-submittal conference, which is a meeting with the Planning and Zoning staff before the Façade Grant Program application to familiarize applicants with the process and policies. Once an applicant is awarded the grant, the applicant has sixty days to start the project and up to one (1) year after the award for completion. Extensions will be granted upon written documentation and approval. Once the project is complete, grants will be funded as a reimbursement within 30-45 business days of submission. Copies of all applicable bills and invoices must be attached.
- **Are there any program restrictions?**  
The Façade Grant Program is reimbursement for approved exterior rehabilitation and renovation of historic and modern buildings within the downtown Historic Commercial District. Projects within the scope include masonry cleaning or painting and landmark preservation and stabilization. Grant funds can only be applied to approved exterior improvements at a maximum of \$10,000 within an award year. Funds are awarded at the discretion of the Downtown Development Authority (DDA), and the program scoring is as specified by the Grant Review & Incentives Team.
- **How do I obtain an extension?** Extensions may be accepted in writing, explaining the reasons for the delay. Applicants must complete projects within one year of the approval date.
- **Where do I apply?** Applicants should complete the 'Façade Grant Application' based on the program requirements described herein. Applications must be submitted and approved before the start of work for which funding is requested. Grants will not be awarded to projects that are under construction or completed. Nine (9) copies of the application, together with all required documentation, should be delivered to the following address:

City of Fairburn  
Economic Development Department  
Attention: Façade Grant Program  
26 W. Campbellton Street  
Fairburn, Georgia 30213

- **What is the deadline for submissions?** March 31, 2023

## **INTRODUCTION:**

Fairburn's Historic Downtown District has a rich architectural legacy as one of the early destination points for the CSX railroad. The City's continued growth has attracted many of the nation's largest manufacturers and transportation distribution companies while still preserving the historical landmarks that make the area an emerging destination point. Fairburn's Downtown Historic District is prime for revitalization and plays a vital role in improving the economy and image of the City.

Cultivating a sense of community that honors the past while moving towards the future relies on Fairburn showcasing its attractiveness and good quality of life to developers and residents alike. Thus, the exterior improvements of downtown businesses must be coordinated and organized to ensure the appropriate image and foster revitalization.

The City of Fairburn developed the Façade Grant Program to allow business owners to apply for financial grant funds to facilitate area improvements. The following information and guidelines will aid applicants in improving or rehabilitating the exterior facades of buildings within the Facade Program eligibility area. The grant program is being administered by the Main Street Program and Downtown Development Authority (DDA). Questions relating to the program should be directed to Sylvia Abernathy, Economic Development Director, at (770) 964-2244 ext. 127 or by email at [sabernathy@fairburn.com](mailto:sabernathy@fairburn.com).

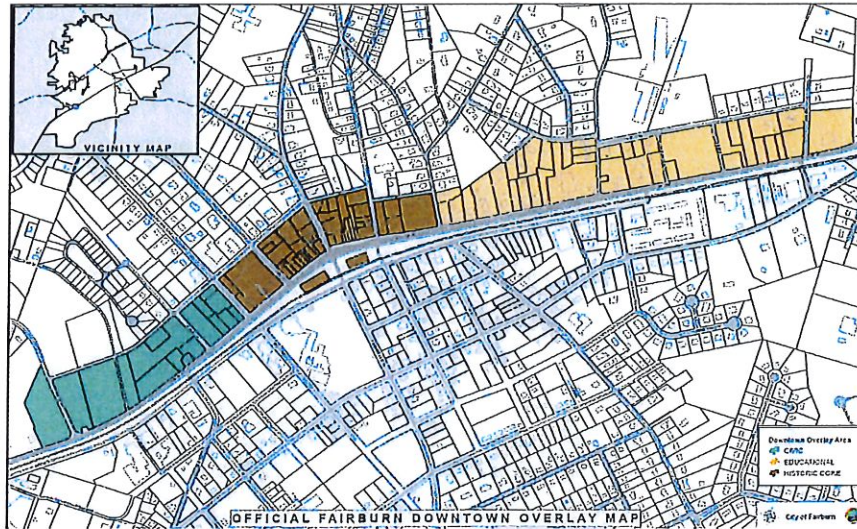
The Façade Grant Program is looking for projects that will have a significant aesthetic impact on the commercial environment; it reserves the right to reject any application at its sole discretion and reserves the right to provide funding at a lesser amount than requested.

## **PURPOSE:**

The purpose of the Facade Grant Program is to provide an economic incentive to commercial businesses for exterior improvements:

- To implement transformative strategies that promote business growth within the downtown Historic Commercial District.
- To revitalize historic buildings and provide opportunities for Artists to help in the conceptual design and placemaking strategies within the district.
- Assist business owners and residents with façade improvements of specific commercial properties within targeted revitalization areas by improving the appearance of economic vitality, marketability, and aesthetics to increase property values.
- Encourage good design projects that promote rehabilitation, maintaining the original design and fabric of existing historic properties.
- Preserve the unique character of Fairburn's Historic Downtown District.





### **PROGRAM BOUNDARIES:**

The boundaries were determined based on areas with the most redevelopment potential within the Historic Downtown District and included four blocks from Church Street to Dodd Street, as defined by the Mayor and City Council and referenced in the 2009 Fairburn Historic downtown LCI Study.

### **TIME FRAME:**

The Façade Program Grant Program application period is October 3, 2022 – March 31, 2023, and is advertised on the City's media platforms, including the website, Facebook, Instagram, and Twitter. Awards are made open and given to qualifying applicants on a first-come-first-served basis or until funds are depleted.

### **ELIGIBILITY:**

This grant program intends to provide financial incentives to property owners or tenants (requires the property owner's consent) to revitalize historic areas through rehabilitation of buildings and signage enhancement(s). The Façade Grants will be awarded for exterior renovation and restoration of buildings within the downtown overlay district. The applicable code ordinance will govern applicant eligibility for signage, which requires that the grantee is the recorded owner, and that the property is within the Façade Grant Program's defined boundary, with preference to frontage properties. Additional eligibility requirements include:

- Businesses that are operating within the program boundaries and having an active street presence.
- Façade Grant Program applicant(s) must provide at least three (3) bids for all eligible improvements; and
- For-profit and Non-profit retail businesses are eligible.

### **ELIGIBLE PROJECTS:**

- Historic Storefront restoration
- Historic masonry stabilization
- Awnings & Paint
- Fresh facades
- Non-conforming feature removal



## **CRITERIA OF EVALUATION – CATEGORIES RANGING FROM TIER 1 TO TIER III:**

### **Tier I. Major Renovation (Improvements of \$20,000 or greater)**

- Façade enhancements of \$20,000 or greater
- Stabilization of historic property

### **Tier II. Minor Improvement (Rehabilitation project)**

- New awning or recovery of existing awning
- Storefront of masonry stabilization
- Repainting of existing façade
- Fresh facade

### **Tier III. Grant Incentive (Non-conforming renovation or preservation projects)**

- Preservation of historic storefront
- Removal of slum and blight conditions
- Restoration of documented historic features
- Removal of non-conforming feature

## **OTHER CONSIDERATIONS:**

1. Façade design and installation must come from a professional, licensed, and bonded contractor.
2. All eligible projects will follow the City's sign ordinance, Highway 29 Overlay District, and other applicable codes. To request a meeting with a member of the Planning and Zoning Staff, please contact the Planning and Zoning Office at (770) 964-2244.
3. The project should positively contribute to the appearance and vitality of Downtown Fairburn.
4. There is a demonstrated need for the new façade.
5. The project must comply with City of Fairburn codes and receive related permit approvals.
6. Successful applicants will be required to obtain appropriate permits before receiving grant funds.

## **GRANT AMOUNTS:**

The City of Fairburn's downtown Façade Grant is a reimbursement program providing 50% percent, up to \$10,000 per grant recipient for the cost of a façade improvement.

## **APPLICATION AND AWARD PROCESS:**

- **PRE-SUBMITTAL CONFERENCE**
  - The applicant must meet with Planning and Zoning staff for application review and submission.
- **APPLICATION SUBMITTAL**
  - The Façade Grant application process will begin on October 3, 2022, until March 31, 2023, or until funding is depleted. Once an applicant is selected for a grant, they will have up to one (1) year to complete.
- **DESIGN REVIEW**
  - Applicants must submit three quotes from contractors for projects \$1,000 dollars and greater.
  - Quotes must be on the contractor's letterhead.
- **COMMITTEE REVIEW AND APPROVAL**
  - Applicants who are awarded a grant will receive notification by April 14, 2023

- The Downtown Development Authority (DDA) will convene an architectural committee of at least three members to review all applications and assign award amounts.
- Projects are not approved until the grantee has obtained the appropriate permits to start work.
- **GRANT AWARD**
  - No grant award will exceed 50% of the eligible project costs.
  - Grantees will receive a 50% reimbursement up to \$10,000, whichever is lesser.

DRAFT



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Adoption of Community Garden Strategy

☐ AGREEMENT

☐ POLICY / DISCUSSION

☐ CONTRACT

☐ ORDINANCE

☒ RESOLUTION

☐ OTHER

**Submitted:** 07.25.2022

**Work Session:** 08.08.2022

**Council Meeting:** 08.22.2022

**DEPARTMENT:** Planning and Zoning

**BUDGET IMPACT:** Policy recommendations may require future budget requests for implementation. The grant match for the Strategy has already been budgeted.

**PUBLIC HEARING:** ☐ Yes ☒ No

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#### **PURPOSE:**

Adoption of a Community Garden Strategy that establishes policy preferences that support access to healthy, affordable food through a municipal-sponsored community garden program.

#### **HISTORY:**

The Atlanta Regional Commission (ARC) awarded the City of Fairburn a technical assistance grant (Community Development Assistance Program – CDAP) in the 2021 grant cycle for the purpose of creating a strategy to develop a community garden program in the City. Since the kickoff of the CDAP assistance, the City has worked in partnership with ARC to analyze the need for healthy food access within the City, outreach to the community to understand support for a community garden program, and incorporation of a series of strategies to implement a garden program.

#### **FACTS AND ISSUES:**

Through the data analysis conducted as a function of the project, ARC found that the USDA designates the entirety of Fairburn to be either Low Access or Low Income/Low Access as it relates to area median income and proximity to a large grocery store. As a result, a community garden program would be well-suited as one in a series of government interventions to address the access to healthier food options.

#### **FUNDING SOURCE:**



The Strategy identifies a series of funding sources to initiate the community garden program, including the Food Well Alliance and US Department of Agriculture (USDA) National Institute of Food and Agriculture (NIFA). Likely, there will be some implementation funds budgeted from the general fund for matching or supplemental funds.

**RECOMMENDED ACTION:**

Staff recommends the City Council adopt the Community Garden Strategy.

  
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*Tony A. Phillips, City Administrator*



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT:** Presentation on FY2022-2023 Budget

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

**Submitted:** 08/03/2022

**Work Session:** 08/08/2022

**Council Meeting:**

**DEPARTMENT:** City Administrator

**BUDGET IMPACT:**

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

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**PURPOSE:** The City Administrator will transmit the proposed FY 2022-2033 Budget to the Mayor and Council.

**HISTORY:**

**FACTS AND ISSUES:**

**FUNDING SOURCE:**

**RECOMMENDED ACTION:** Presentation by City Administrator

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*Tony M. Phillips, City Administrator*

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Public Hearing For  
Adoption of the 2022-2023 Budget  
&  
Setting of the Millage Rate

On August 8, 2022, at 7:00 p.m. The City Administrator's Office will transmit the FY 2022-2023 Proposed Budget to Mayor and Council.

A **Public Hearing** for the Fiscal Year 2022-2023 proposed budget for the City of Fairburn will be held at 7:00p.m. on Monday, August 22, 2022, at the regular City Council meeting. The **Adoption of the Budget** and **Setting of the Millage Rate** will be at 7:00pm on Monday, September 12, 2022, at the regular City Council meeting. Both meetings will be held at City Hall 56 Malone Street Fairburn Georgia 30213.

All residents wishing to speak on the budget may do so at the **Public Hearing**. A copy of the proposed budget will be available for review at City Hall and on the City's webpage [www.fairburn.com](http://www.fairburn.com).

Brenda B. James  
City Clerk





# City of Fairburn Council Meeting Agenda

August 8, 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 Deris Coto, First Baptist Church of Fairburn
- IV. Pledge of Allegiance:
- V. Presentations and Proclamations:
- VI. Adoption of the City Council Agenda:
- VII. Approval of the Minutes: Special Called Meeting Minutes of July 20, 2022, and Regular Council Meeting Minutes of July 25, 2022
- VIII. 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.
- IX. **Consent Agenda Items:**
  1. **Appointment to Development Authority and Downtown Development Authority (Economic Development)**

**Recommendation:** Mayor Avery would like to appoint A. Todd Ireland, owner operator of IE Coin Laundry of Fairburn to the Development Authority and Downtown Development Authority. This appointment will replace Paris Hill. The term will begin immediately and will expire January 31, 2026.

**2. Appointment to Development Authority and Downtown Development Authority (Economic Development)**

**Recommendation:** Mayor Avery would like to appoint Jett Hattaway, co-founder of Cochran Mills Brewing Company of Fairburn to the Development Authority and Downtown Development Authority. This appointment will replace David Orr. The term will begin immediately and will expire January 31, 2024.

**3. Resolution to Adopt the City of Fairburn Community Garden Strategy (Planning & Zoning)**

**Recommendation:** For Mayor and County to approve the Resolution to adopt the Community Garden Strategy that establishes policy preferences that support access to healthy, affordable food through a municipal-sponsored community garden program.

**4. Site License Agreement for Mural Installation (City Administrator)**

**Recommendation:** Request for Mayor and Council to enter into a Site License Agreement with Fairburn Pawn, Inc, John Christian and Go Georgia Arts, Inc. for the installation of a painted mural on the side exterior wall of the building located at 41 West Broad Street, Fairburn, Georgia.

**X. Regular Agenda Items:**

**5. Task Order #149 with Integrated Science & Engineering for GIS Water Database Update (Utilities/Water & Sewer)**

**Recommendation:** For Mayor and Council to approve the Task Order #149 with Integrated Science & Engineering for the GIS Water Database Update and authorize the Mayor to sign the Task Order for an amount not to exceed \$134,500.00.

**XI. Council Comments**

**XII. Adjournment:**

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

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





City of Fairburn  
Mayor and Council Special Called Meeting  
Minutes  
July 20, 2022  
6:00 pm

I. The meeting was called to order at 6:00 pm by Honorable Mayor Mario Avery.

II. Roll call by Brenda 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  
Mayor Pro Tem Hattie Portis-Jones (Zoom)

The Honorable Ulysses J. Smallwood-Absent

Also present was City Administrator, Tony Phillips, City Clerk, Brenda James, and Attorney, Serena Nowell.

III. Adoption of the Agenda:

Councilman Whitmore made a motion to approve the agenda as submitted, with the second provided by Councilwoman Davis. **The motion carried unanimously.**

City Clerk Brenda James stated she would switch the items and read number two first.

IV. Agenda Items/Public Hearings:

1. **Ordinance to Authorize the Sale of Distilled Spirits and Alcoholic Beverages on Sunday and to Call for the Question on a Special Election on November 8, 2022**

For Mayor and Council to adopt the ordinance to authorize the sale of distilled spirits and alcoholic beverages on Sundays and call for a Special Election to place the referendum on a ballot for the November 8, 2022, General Election for the Voters of the City of Fairburn to approve or disapprove.

A motion was made by Councilman Pallend to adopt the ordinance to authorize the sale of distilled spirits and alcoholic beverages on Sundays and call for a Special Election to place the referendum on a ballot for the November 8, 2022, General Election for the Voters of the City of Fairburn to approve or disapprove. The second was provided by Councilman Whitmore. **The motion carried unanimously.**



2. **Intergovernmental Agreement between the City of Fairburn and Fulton County Government for Election Services for the Special Election**

For Mayor and Council to approve the intergovernmental agreement between the City of Fairburn and Fulton County to contract with the County to conduct the special election. The agreement shall commence on the date executed and will terminate on December 31, 2022.

Councilwoman Davis made a motion to approve the intergovernmental agreement between the City of Fairburn and Fulton County to contract with the County to conduct the special election and the second was provided by Councilman Heath. **The motion carried unanimously.**

V. **Adjournment:**

Councilwoman Davis made a motion to adjourn the meeting with Councilman Whitmore providing the second. The meeting adjourned at 6:05 p.m. **The motion carried unanimously.**

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Brenda B. James, City Clerk

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Mario Avery, Mayor



City of Fairburn  
Mayor and Council Meeting  
Minutes  
July 25, 2022  
7:00 pm

I. The meeting was called to order at 7:00 pm by Honorable Mayor Mario Avery.

II. Roll call by Brenda James, Deputy 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  
Mayor Pro Tem Hattie Portis-Jones

The Honorable Ulysses J. Smallwood was absent.

Also present was Assistant City Administrator, Jamila Criss, City Clerk, Brenda James, and Assistant Attorney, Serena Nowell.

III. The Honorable Mayor Mario Avery led the invocation.

IV. The Pledge of Allegiance was said in unison.

V. Presentations and Proclamations: N/A

VI. Adoption of the Agenda:

Councilman Heath made a motion to approve the agenda as submitted, with the second provided by Councilwoman Davis. **The motion carried unanimously.**

VII. Approval of Minutes:

Councilman Whitmore made a motion to approve the July 11, 2022, minutes as submitted with the second provided by Councilwoman Davis. **The motion carried unanimously.**

VIII. Public Comments: None

IX. Agenda Items:

1. **FY 2021-2022 Budget Amendment – Retention Bonus**

Finance Director, Peterson David stated the amendment to the FY 2021-2022 budget will address city staffing issues by providing a onetime \$3,000 retention bonus to the Police and Fire departments. The budget amendment will increase the general fund budget by \$305,360.



Councilman Heath made a motion to approve the amended FY 2021-2022 budget ordinance to provide a retention bonus for Police and Fire. The second was provided by Councilman Pallend. **The motion carried unanimously.**

## 2. SOOFA Smart City Digital Display Installation

Economic Development Director, Sylvia Abernathy stated the Economic Development Department applied for and received a matching grant from the National Endowment for the Arts to implement a pilot program to showcase Fairburn's downtown district's history, arts, and entertainment using the Soofa System. Matching funds were allocated in the FY2022 budget. She said digital technology was submitted for review and received unanimous approval from the Main Street Board of Directors in January 2022, and the Art Advisory Board on February 17, 2022.

The Soofa Neighborhood Navigational System is 100% solar-powered and wireless platform that functions as a digital community board, navigation, and advertisement which provides users access to government services. As a pilot project, the installation is not permanent, and kiosks can be relocated as needed.

Councilman Pallend made a motion to approve the installation of the Soofa Digital Displays within the downtown Fairburn Historic Commercial District and the second was provided by Councilman Heath.

Councilwoman Davis asked how long the pilot program would be and what they were looking for in the program. Ms. Abernathy stated the pilot program will be two years and would give us enough time to place them appropriately and get continuous data. They are looking for customer feedback and to apply for additional grant opportunities in the future.

Mayor Pro Tem Portis-Jones asked if this was a federal grant and asked about reporting obligations for these funds. Ms. Abernathy stated this is a federal grant and she would report how the funds have been spent in September.

Mayor Pro Tem Portis-Jones asked how the National Endowment of the Arts (NEA) would measure the success of the program. Ms. Abernathy stated NEA have been looking for innovative strategies. This was during COVID, and they were looking for ways to engage with the community. Mayor Pro Tem Portis-Jones thanked Ms. Abernathy for reevaluating and asked for reports to show how this project is going.

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

## X. Finance Director Monthly Report

Finance Director, Peterson David stated he was presenting the financials for month ending June 30, 2022. The City of Fairburn's General Fund concludes it's ninth month of 2022 operation with \$4.9 million in net cash flow and has generated \$18.7 million in revenue with \$13.8 million in expenditures. The City has collected 86% of it's revenues and has expensed 64% of its budget for the General Fund.



Fairburn's Enterprise Fund concludes it's ninth month of 2022 operation with roughly \$300 thousand in net cash flow and has generated \$14.7 million in revenue with \$14.4 million expenditures. The City has collected 73% of revenues and has expensed 71% of its budget for the Enterprise Fund.

#### XI. City Administrator Monthly Report

Assistant City Administrator, Jamila Criss presented the City Administrator's May and June monthly report. She highlighted a few monthly administrative activities to include:

- Facilitated a successful Senior Leadership Retreat at GMA
- City Hall was reopened to the public and returned to in person Council meetings
- Duncan Pool and Splashpad opened for the summer season with over 900 patrons the first weekend
- Recruiting for all vacant positions to help with our service delivery, we onboarded fourteen new employees in May
- Facilitated an introductory meeting with new and current appointees to the Downtown Development Authority
- On June 17<sup>th</sup>, the Fire Department celebrated the addition of Squad 22 with a Push-In ceremony
- The Employee Engagement Committee was formed
- The Classification & Compensation Study kick off was on June 13<sup>th</sup> and anticipate receiving those findings for the September 12<sup>th</sup> Council meeting
- Installation of the 10-ton HVAC system for the Youth Center
- In June, we onboarded nine new employees

Ms. Criss introduced Interim Director of Planning & Zoning, Rebecca Keefer. Ms. Keefer comes from the CPL Team with over twelve years of experience in Planning & Zoning. The City Administrator's office is actively recruiting to fill the director's vacancy.

#### XII. Council Comments – None

Mayor Avery stated Fulton County is broadcasting the LOST meetings between the Mayors on FTV. Ms. Criss confirmed they will televise the last public meeting this Friday at 10 a.m.

Mayor Avery stated he will discuss the budget meeting schedule with the City Administrator and the Finance Director.

#### XIII. Adjournment

Councilwoman Davis made a motion to adjourn the meeting with Councilman Heath providing the second. The meeting adjourned at 7:30 p.m. **The motion carried unanimously.**

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Brenda B. James, City Clerk

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Mario Avery, Mayor



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: DEVELOPMENT AUTHORITY (DA)/ DOWNTOWN  
DEVELOPMENT AUTHORITY (DDA) BOARD MEMBER APPOINTMENT**

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

**Submitted: 8/1/2022**

**Work Session: N/A**

**Council Meeting: 8/8/2022**

**DEPARTMENT: DEVELOPMENT AUTHORITY (DA)/ DOWNTOWN DEVELOPMENT  
AUTHORITY (DDA)**

**BUDGET IMPACT: N/A**

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

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**PURPOSE:** Mayor Mario Avery has nominated A. Todd Ireland, owner-operator of IE Coin Laundry of Fairburn, for appointment to Fairburn's Development Authority (DA) and Downtown Development Authority (DDA). This appointment replaces Paris Hill, whose term expired in January 2022. The new position will begin immediately and expire on January 31, 2026.

**HISTORY:** The DA/DDA of the City of Fairburn, Georgia, is a public corporation established by the Mayor and City Council of the City of Fairburn, Georgia, according to the Downtown Authorities Law O.C.G.A. 36-42-1; and the Development Authorities Law, O.C.G.A. 36-62-1.

**FACTS AND ISSUES:** The City of Fairburn maintains a Joint Development DA/DDA, and shall be managed by a Board of Directors, consisting of seven (7) members, who shall each be nominated by the Mayor of Fairburn and approved by the City Council.

**FUNDING SOURCE:** There is no budget impact on the city.

**RECOMMENDED ACTION:** Approval by the City Council of Mayor Avery nomination of A. Todd Ireland for appointment to the DA/DDA for four years by applicable law, which shall expire on January 31, 2026.

  
Tony M. Phillips, City Administrator





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: DEVELOPMENT AUTHORITY (DA)/ DOWNTOWN  
DEVELOPMENT AUTHORITY (DDA) BOARD MEMBER APPOINTMENT**

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

**Submitted: 8/1/2022                      Work Session: N/A                      Council Meeting: 8/8/2022**

**DEPARTMENT: DEVELOPMENT AUTHORITY (DA)/ DOWNTOWN DEVELOPMENT  
AUTHORITY (DDA)**

**BUDGET IMPACT: N/A**

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

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**PURPOSE:** Mayor Mario Avery has nominated Jett Hattaway, co-founder of Cochran Mills Brewing Company of Fairburn, for appointment to Fairburn's Development Authority (DA) and Downtown Development Authority (DDA). This appointment replaces David Orr who resigned and whose term expires in January 2024. The new position will begin immediately and expire on January 31, 2024.

**HISTORY:** The DA/DDA of the City of Fairburn, Georgia, is a public corporation established by the Mayor and City Council of the City of Fairburn, Georgia, according to the Downtown Authorities Law O.C.G.A. 36-42-1; and the Development Authorities Law, O.C.G.A. 36-62-1.

**FACTS AND ISSUES:** The City of Fairburn maintains a Joint Development DA/DDA, and shall be managed by a Board of Directors, consisting of seven (7) members, who shall each be nominated by the Mayor of Fairburn and approved by the City Council.

**FUNDING SOURCE:** There is no budget impact on the city.

**RECOMMENDED ACTION:** Approval by the City Council of Mayor Avery nomination of Jett Hattaway for appointment to the DA/DDA to complete the term of Mr. Orr, which shall expire on January 31, 2024.

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





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Adoption of Community Garden Strategy

☐ AGREEMENT  
☐ ORDINANCE

☐ POLICY / DISCUSSION  
☒ RESOLUTION

☐ CONTRACT  
☐ OTHER

**Submitted:** 07.25.2022

**Work Session:** 08.08.2022

**Council Meeting:** 08.08.2022

**DEPARTMENT:** Planning and Zoning

**BUDGET IMPACT:** Policy recommendations may require future budget requests for implementation. The grant match for the Strategy has already been budgeted.

**PUBLIC HEARING:** ☐ Yes ☒ No

---

#### **PURPOSE:**

Adoption of a Community Garden Strategy that establishes policy preferences that support access to healthy, affordable food through a municipal-sponsored community garden program.

#### **HISTORY:**

The Atlanta Regional Commission (ARC) awarded the City of Fairburn a technical assistance grant (Community Development Assistance Program – CDAP) in the 2021 grant cycle for the purpose of creating a strategy to develop a community garden program in the City. Since the kickoff of the CDAP assistance, the City has worked in partnership with ARC to analyze the need for healthy food access within the City, outreach to the community to understand support for a community garden program, and incorporation of a series of strategies to implement a garden program.

#### **FACTS AND ISSUES:**

Through the data analysis conducted as a function of the project, ARC found that the USDA designates the entirety of Fairburn to be either Low Access or Low Income/Low Access as it relates to area median income and proximity to a large grocery store. As a result, a community garden program would be well-suited as one in a series of government interventions to address the access to healthier food options.

#### **FUNDING SOURCE:**

The Strategy identifies a series of funding sources to initiate the community garden program, including the Food Well Alliance and US Department of Agriculture (USDA) National Institute of Food and Agriculture (NIFA). Likely, there will be some implementation funds budgeted from the general fund for matching or supplemental funds.

**RECOMMENDED ACTION:**

Staff recommends the City Council adopt the Community Garden Strategy.

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

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

**RESOLUTION NO.:**

4 **A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF**  
5 **FAIRBURN, GEORGIA, TO ADOPT THE CITY OF FAIRBURN COMMUNITY**  
6 **GARDEN STRATEGY; TO REPEAL CONFLICTING RESOLUTIONS; TO**  
7 **PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES:**  
8

9 **WHEREAS**, the Mayor and City Council of the City of Fairburn, Georgia have determined  
10 that community gardening stimulates social interaction amongst citizens, increases  
11 physical activity, improves overall health, and provides access to fresh, healthy fruits and  
12 vegetables for residents; and  
13

14 **WHEREAS**, community gardening fosters a better sense of community and pleasant living  
15 environments by providing places to learn and practice teamwork while offering citizens  
16 the opportunity to connect with nature, reduce stress, and improve their well-being; and  
17

18 **WHEREAS**, community gardening provides an important source of fresh produce that is  
19 locally grown; and is a catalyst for community building and a tool for economic  
20 development.  
21

22 **NOW THEREFORE BE IT RESOLVED**, that the Mayor and City Council of the City  
23 of Fairburn, the governing authority of the City, hereby do adopt the City Fairburn  
24 Community Garden Strategy.  
25

26 **BE IT FURTHER RESOLVED** that any and all resolutions in conflict with this  
27 resolution be and the same hereby repealed.  
28

29 **BE IT RESOLVED** by the City Council of FAIRBURN, this 8th day of August, 2022.  
30

31 CITY OF FAIRBURN, GEORGIA  
32

33 This \_\_\_\_\_ day of \_\_\_\_\_, 2022.  
34  
35

36 \_\_\_\_\_  
37 Mario Avery, Mayor  
38  
39

40 ATTEST:  
41  
42

APPROVED AS TO FORM:  
43  
44

43 \_\_\_\_\_  
44 Brenda James, City Clerk  
45

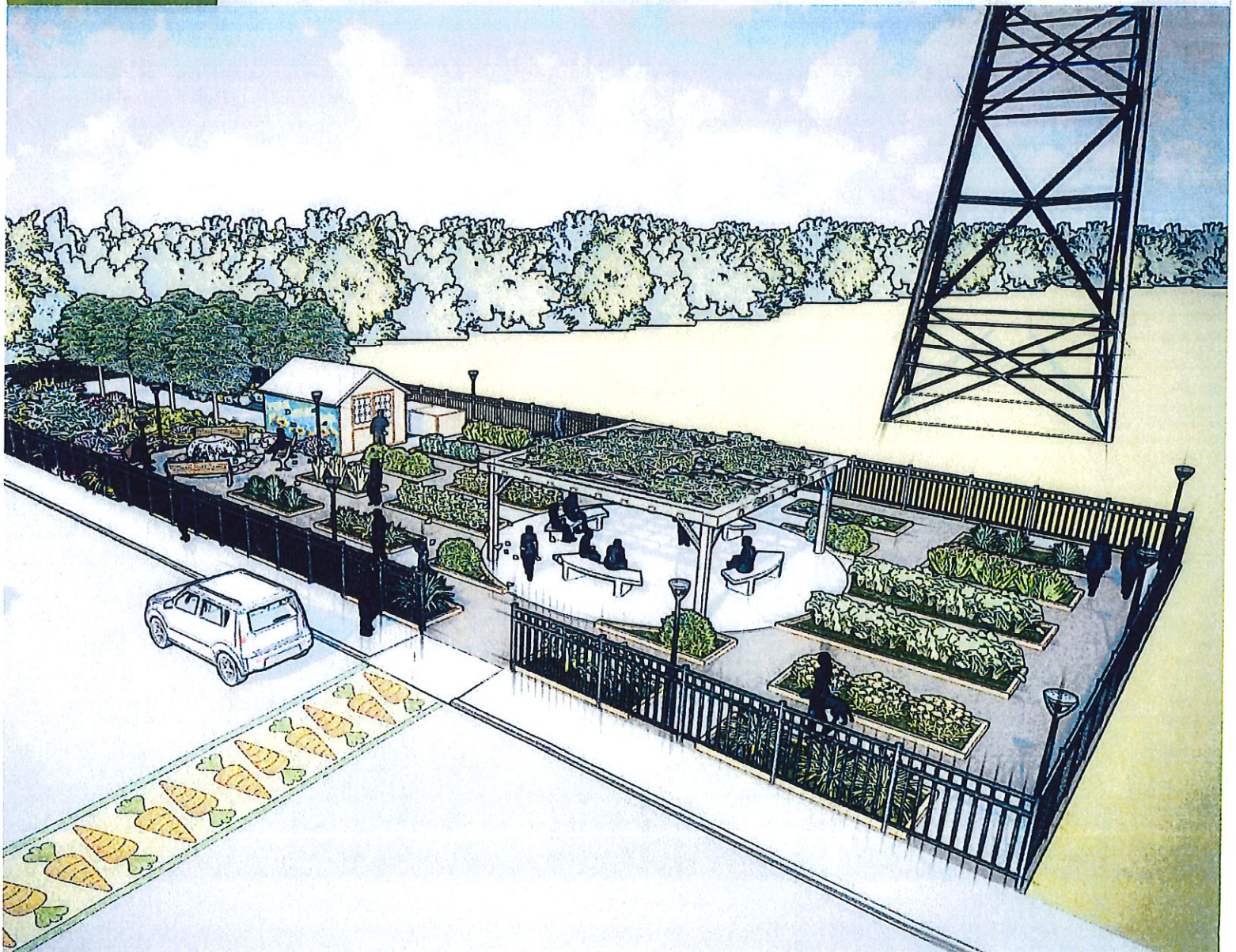
\_\_\_\_\_  
Rory K. Starkey, City Attorney



July 2022  
prepared by the  
**ARC**  
Atlanta Regional Commission

Fairburn  
Situating to Succeed

# CITY OF FAIRBURN **COMMUNITY GARDEN STRATEGY**





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## ATLANTA REGIONAL COMMISSION

### Mission

The Atlanta Regional Commission advances the national and international standing of the region by leveraging the uniqueness of its evolving communities, anticipating and responding to current realities and driving a data-driven planning process that provides a high quality of life, balancing social, economic and environmental needs of all our communities.

### Vision

The Atlanta Regional Commission employs shared foresight, expert staff, the ability to convene diverse communities and its reputation as a regional and national leader in order to support local governments, enhancing the lives of all our citizens by providing world-class infrastructure, building a competitive economy and shaping a regional ecosystem comprised of healthy and livable communities.



# INTRODUCTION

## Purpose

Access to healthy, fresh food is essential to support healthy lifestyles. The City of Fairburn has pursued past initiatives to increase access for residents, including establishing a Farmers Market and partnering with a local non-profit, Margie's House, which operates a small garden in the Lightning Community and distributes produce to food-insecure households. Facilitating a community garden program will give residents the opportunity to grow their own food, especially residents who may not have access to growing space of their own. The City of Fairburn sought an ARC Community Development Assistance Program project to lay a foundation for establishing a successful community garden program, including establishing a process for selecting a site, best practices for operating a garden, and outreach to community members with an interest in a garden. This report compiles a path to implementation for the City of Fairburn Community Garden program.

In addition to summarizing the community engagement element of the project, giving an overview of existing conditions, and providing resources to aid in implementation, this report includes recommendations for next steps that the City can take to establish a program. Case studies were also conducted to provide a model for a successful City-initiated community garden.

## TIMELINE

- 
- August 2021**  
*Initial project kickoff*
  - December 2021**  
*Beginning of Monthly PMT Meetings*
  - January 2022**  
*Steering Committee Meeting #1*
  - February 2022**  
*Community Meeting  
Online Survey*
  - March 2022**  
*Steering Committee Field Trips*
  - April 2022**  
*Steering Committee Meeting #2  
Existing Conditions Memo*
  - June 2022**  
*Steering Committee Meeting #3  
Draft Document Review*
  - July 2022**  
*Final Document*
  - August 2022**  
*Council Review for Adoption*



# COMMUNITY ENGAGEMENT

## Online Survey

An online survey consisting of a visual preference survey, site suggestions, open comment section, and subscription function for those interested in joining a garden club was provided through the Public Input platform in February and March of 2022. The survey was advertised through the City's newsletter and through flyers. The survey received 14 responses. Half of those respondents indicated they would be interested in joining a community garden club. Responses to the visual preference survey, which provided options for various elements to be included in a community garden, are detailed in Preferred Elements. Map 1 shows the location of potential garden sites suggested by survey respondents. Full survey results are available in the Appendix.

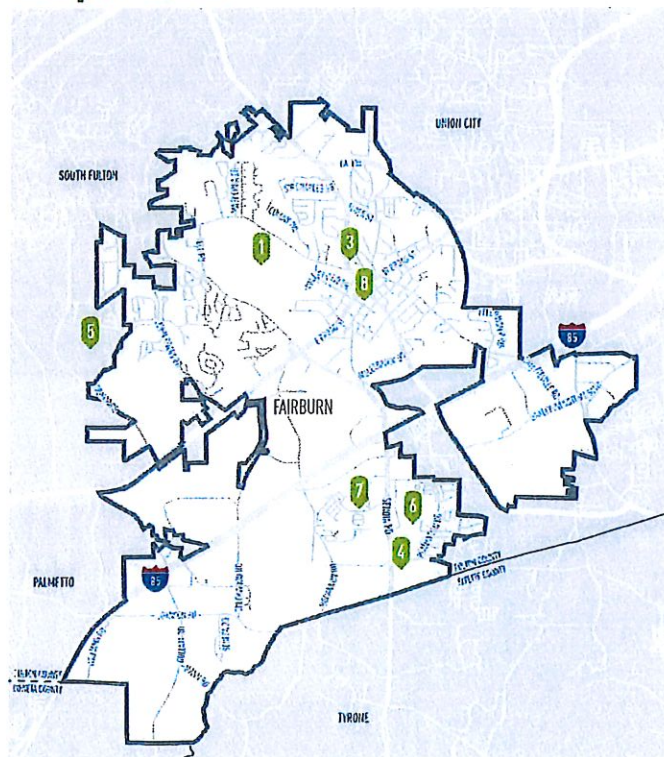
## Steering Committee Meetings

Representatives from the Fairburn City Council, Fairburn Planning and Zoning and Parks and Recreation departments, Landmark Christian School, Margie's House, and other residents and gardeners gathered for three meetings and two field trips between January and June of 2022. The Steering Committee hosted Fred Conrad, Community Garden Manager at local agriculture non-profit Well Alliance, for a discussion of community gardening best practices. Steering Committee members also visited the University of Georgia (UGA) Extension GROWL Garden in College Park and Scharko Farms in Fairburn to observe local growers. Steering Committee members offered invaluable feedback and insight into the groundwork needed to establish a community garden program.

## Community Meeting

A community meeting was held via Zoom on February 22, 2022. The meeting was advertised in the Fairburn newsletter and using flyers. Three Fairburn residents attended the meeting. Residents spoke in support of establishing a community garden and suggested educational opportunities be offered at the garden.

## Map 1. Sites Suggested by Survey Respondents



- |                        |                           |                        |
|------------------------|---------------------------|------------------------|
| 1. DUNCAN PARK         | 4. MILAM ROAD/SENIOA ROAD | 7. MEADOW GLEN PARKWAY |
| 2. MARIO B. AVERY PARK | 5. CREEKSIDE HIGH SCHOOL  | 8. DOWNTOWN            |
| 3. LIGHTNING COMMUNITY | 6. FAIRBURN PARK AND RIDE |                        |

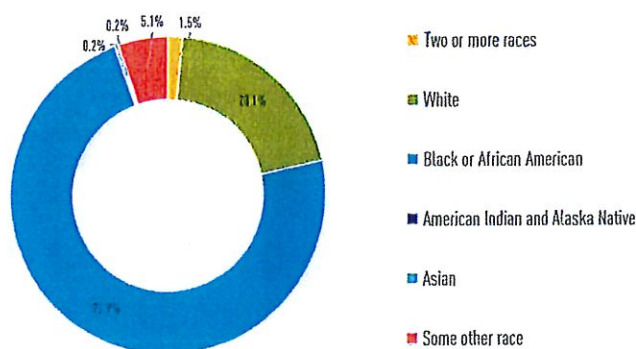
# EXISTING CONDITIONS

## Demographics

As of 2019, Fairburn's population totaled 15,295 residents. Fairburn is a majority-minority city, with around 73% of residents identifying as Black or African American, while about 20% of residents identify as White (Figure 1. Racial Composition). Additionally, 15% of Fairburn residents of any race identify as ethnically Hispanic or Latinx. In 2019, the median age of Fairburn residents was just under 29 years, significantly younger than the Fulton County median age, which is roughly 36 years.

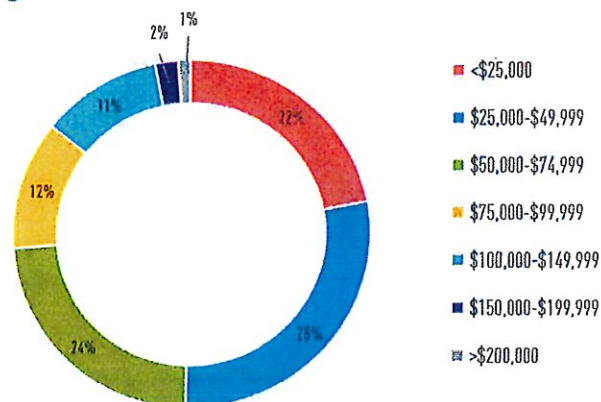
The median household income in Fairburn in 2019 was \$49,601; about half of Fairburn households make less than \$50,000 annually (Figure 2. Income Distribution). Roughly half of Fairburn households rent their homes, while the other half live in homes they own. The US Department of Housing & Urban Development estimates that as of 2018, over a quarter (28%) of households in Fairburn are considered cost-burdened, which means that they pay more than 30% of income towards housing expenses.

**Figure 1. Racial Composition**



Data: US Census Bureau, American Community Survey (2019)

**Figure 2. Income Distribution**



Data: ESRI Business Analyst (2019)

## Low-Income Low-Access (LILA)

The US Department of Agriculture measures access to sources of healthy food using the Food Access Research Atlas, which designates census tracts as low-income and/or low-access. Low-income tracts are those with a poverty rate of 20% or higher, or where the median family income is 80% or less of the surrounding metropolitan area's median family income. Low-access tracts are those where a third or more of the population is greater than 1 mile from the nearest supermarket or large grocery store.

Map 2. USDA Food Access Map shows census tracts in Fairburn according to their USDA food access designations. The entirety of Fairburn is considered low-access. The portion of Fairburn that lies south of Interstate 85 and the corridor along Highway 138 in east Fairburn are considered Low-Income and Low-Access (LILA). Siting a community garden in either area could provide a resource to households that would otherwise struggle to access and afford fresh food.



# EXISTING CONDITIONS

## Community Food Assets

Food assets are places, businesses, or organizations where people can access food, constituting different components of an area's food system. Map 3. Food Asset Map shows places in Fairburn that can be considered food assets. Fairburn has a number of restaurants and fast food establishments, mostly located to the south along Senoia Road. There are no large conventional grocery stores in Fairburn; the nearest is a Kroger located to the east in Union City. Fairburn does have a discount grocery store (Food Depot) and two small markets. A number of faith-based organizations and non-profits provide food distribution, including Margie's House, which operates the Golightly Street Community Garden (Figure 3) in Fairburn's Lightning Community. Scharko Farms, located just south of downtown Fairburn, is an organic farm that sells produce through community-supported agriculture (CSA), while Evoline C. West Elementary School in neighboring South Fulton has a school garden. The Fairburn Farmers Market is shown on the map in downtown Fairburn, although it is currently on hiatus.

**Figure 3. Golightly Street Garden**



*Photo courtesy of City of Fairburn.*

## Zoning Code Review

Per Sec. 80-197 of the City of Fairburn's Code of Ordinance, community gardens are permitted in all zoning districts provided the following standards are met:

1. Minimum lot size shall be five acres.
2. Permitted curb cut access shall not be from a local street.
3. Food services may be provided.
4. A minimum of 100-foot setback is required from all property lines for activity areas, including parking.
5. All structures housing animals shall be set back a minimum of 100 feet from all property lines.
6. All parking and access areas must be of an all-weather surface per Article IX.
7. A maximum continuous sound level of 60 dBA and a maximum peak sound level of 75 dBA shall not be exceeded at property lines of adjacent residential districts and/or AG districts used for single family.
8. Hours of operation shall commence no earlier than 6:00 a.m. and cease by 11:00 p.m.
9. If located adjacent to any residential district or an AG district used for single family, the minimum buffers and landscape strips required for the O&I district as specified in the tree protection and landscaping ordinance shall be required.
10. Sanitary facilities or trash receptacles shall be located a minimum of 100 feet from a property line of any residential district and/or AG district used for single family.

However, municipally-sponsored community gardens located on City-owned property are not required to comply with any of the above regulations.



# EXISTING CONDITIONS

## Summary of Relevant Plans

### Fairburn Downtown Master Plan (2021)

The 2021 Downtown Master Plan is an update to the 2009 Livable Centers Initiative plan for the area. Two recommendations from the 2009 LCI plan that remain a priority in this update are connecting and activating greenspace and improving pedestrian and park amenities in the Lightning Community, including the addition of community gardens (23). The LCI update also points to opportunities to create community parks in the Southwest Downtown area (77) and along Campbellton Road as part of the concept for the South of Broad redevelopment (108).

In the Lightning Community, goals from the previous LCI plan are being implemented: Cora Robinson Park has been expanded (27), with a plaza at the corner of Orchard Street and Dodd Street that includes community garden beds (89), while pedestrian and roadway improvements are in progress on Orchard Street, Golightly Street, Margaret Street, and Washington Street (156). The Downtown Master Plan recommends continued activation of the Lightning Community as well as Mario B. Avery Park, as outlined in the Creative Placemaking Strategy (131).

One key recommended change to the zoning code is to permit urban gardens by right in the Highway 29 Overlay Zoning District (120). Analysis of the future land use map also reveals that several parcels in the study area are slated to be greenspace, although there is currently no dedicated zoning district for greenspace; however, there is an agricultural zoning district (86).

### Fairburn Plan 2040: City of Fairburn Comprehensive Plan (2020)

Fairburn Plan 2040 envisions the City as an “economically thriving community and a desired destination for residents and visitors of all ages” (20). Part of this vision includes the establishment of a robust community garden program. “Foster[ing] community supported agriculture” by “[making] any necessary updates to the Zoning Ordinance to allow community gardens and small-scale farming” sets the stage for this programming in the plan’s Community Goals section (22). This goal is supported through both short- and long-term Community Work Program items (Figure 4. Fairburn Comprehensive Plan Short Term Work Program). The “establish[ment] of a community garden program” is scheduled for completion in 2022 by the City’s Planning and Zoning Office using the General Fund and Community Development Block Grant monies (73).

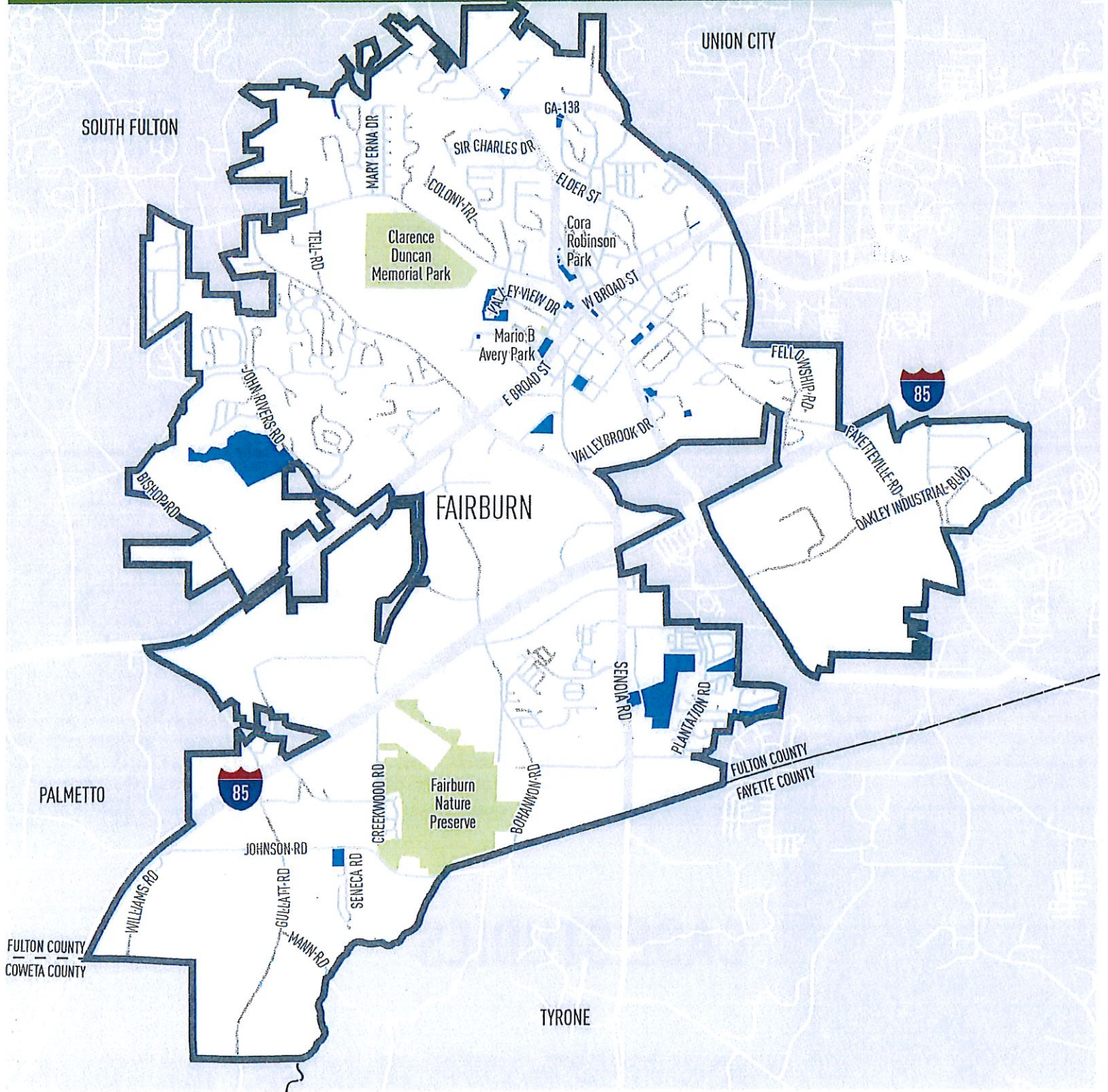
**Figure 4. Fairburn Comprehensive Plan Short Term Work Program**

#### SHORT TERM WORK PROGRAM

Goal	Action/Implementation Strategy	2021	2022	2023	2024	2025	Responsible Party	Cost Estimate	Funding Source
Parks, Rec, Greenspace	Create access to Duncan Park from Virlyn B Smith	X	X				Parks & Rec	\$2,000,000	General Fund, TSPLOST
Parks, Rec, Greenspace	Conduct Active Recreation Study to create a Parks Development Plan	X	X				Parks & Rec	\$25,000	General Fund
Parks, Rec, Greenspace	Build an active recreation park south of I-85	X					Parks & Rec	\$2,000,000	General Fund
Parks, Rec, Greenspace	Community connections through trails/paths, etc. This plan should be developed in coordination with the Greenspace Plan	X					Parks & Rec	TBD	General Fund
Parks, Rec, Greenspace	Develop plan for Harris Rd Park	X	X				Parks & Rec	\$400,000	Identify
Parks, Rec, Greenspace	Develop regional park on Bohannon Road	X			X		Parks & Rec	TBD	Identify
Parks, Rec, Greenspace	Establish a community Garden Program	X	X				Planning and Zoning	TBD	General Fund, CD8G



# POTENTIAL SITES



- GREENSPACE
- CITY-OWNED LAND
- FAIRBURN CITY LIMITS
- COUNTY BORDERS



# CASE STUDIES

## Sugar Hill Community Garden

Established in 2011, the Sugar Hill Community Garden (SHCG), located at Gary Pirkle Park, is managed by the SHCG Advisory Board, a volunteer group elected by the general membership of the garden. The Board manages the general operation of the garden for the City of Sugar Hill and makes recommendations to the City of Sugar Hill for operation of the garden where city input, maintenance, or resource is required. The garden is comprised of 90 5' x 15' plots for the growing of vegetables, fruits, flowers, and herbs. A \$35 annual membership fee includes 1 plot, as well as water, tools, soil, mulch, and other necessary supplies. Additional plots are \$20 each, with a maximum of 3 plots per member, while new members may only cultivate 1 plot in their first year.

## Jonesboro Community Garden

The Jonesboro Community Garden was established in early 2021 by the City of Jonesboro as part of the Jonesboro Police Department Senior Citizens' Outreach Plus Engagement (SCOPE) initiative. It is operated by the Community Garden Club of Jonesboro. Members elect Garden Officers annually that oversee the Club. The Club receives help with garden maintenance from the Jonesboro Police Department, Jonesboro Public Works, and through volunteer assistance from organizations like Food Well Alliance and Girl Scouts. While the garden started with 21 4' x 8' raised beds, they have doubled available beds this year due to demand, and now have 42 total beds. Members must pay a \$50 annual fee for each bed, and there is an additional requirement of attending three out of every four garden meetings and workdays. Dues are paid to the City of Jonesboro. Individuals can pay a \$20 annual fee if they would like to remain a member but do not wish to have a garden bed that year. The garden received a 2022 Community Garden Grant from Food Well Alliance.

**Figure 5. Sugar Hill Community Garden**



*Photo credit: City of Sugar Hill.*

**Figure 6. Jonesboro Community Garden**



*Photo credit: Community Garden Club of Jonesboro.*



# PRELIMINARY FINDINGS

---

## Site Selection Criteria

Through field trips to geographically similar gardens and farms and research concerning best practices for garden placement, the following criteria were developed to be used as a guide for selecting a site from among a variety of City-owned properties that could potentially house a community garden.

## Site Characteristics

### Water Access

An easily accessible water source is a top criterion for site selection, especially for a garden using raised beds with well-draining soil. The site will ideally have a municipal water connection located within a hundred feet of the garden area to allow for a hose, or the presence of a nearby water main to allow a connection to be installed by Fairburn Utilities.

Rainwater barrels are an additional option for supplying water, and they were the top choice of additional garden amenity in the online community survey. However, rainwater is best used as a supplemental water source, as dry periods necessitating extra watering also mean that barrels are not collecting rainwater.

### Sun

Full sun is essential for successful cultivation of fruits and vegetables. The minimum amount of sun for a garden area is six to eight hours daily, with more sun being ideal. The garden area is best located where there are no trees to the south of garden beds, as they can cast large shadows and inhibit sunlight.

### Slope

An ideal site will be largely flat, so that raised beds can be easily situated and paths and walkways are accessible to all gardeners regardless of mobility.

### Convenience

An ideal site will be located within reasonable driving distance of residential communities where potential garden members live. It would also be advantageous for a site to be located near a community facility such as a youth or senior center, as this could be a source of volunteers in addition to potential gardeners.

Additionally, since an overwhelming majority of Fairburn residents use vehicles as a primary means of transportation, a site must have sufficient parking, either onsite or in close proximity, to accommodate both garden members and deliveries of garden soil, wood chips, compost, and other materials and equipment.

### Easement Considerations

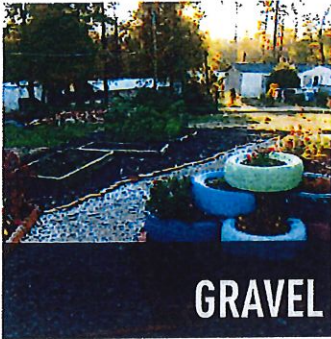
One of the City-owned sites to be evaluated for inclusion of a community garden is right-of-way for a Georgia Power easement, similar to the GROWL Garden in College Park. If selected, a garden must be set back at least 25 feet from transmission towers. Fences are allowed if they are no higher than 12 feet, and must also comply with the setback requirements. AgLanta, the City of Atlanta's urban agriculture program, maintains a more extensive list of [Secondary Land Use Guidelines](#)<sup>1</sup> for gardening or farming within a Georgia Power right-of-way.

1. AgLanta Secondary Land Use Guidelines. <https://static1.squarespace.com/static/5810d4f2d482e9e1f1211dfa/t/59ef4852be42d6c82c6e1ef8/1508853863827/>



# PRELIMINARY FINDINGS

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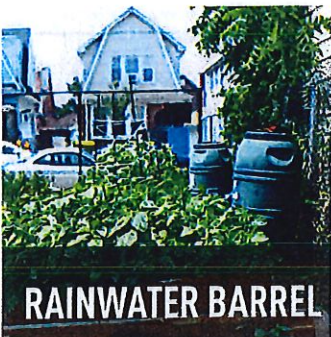
## Paths and Walkways

The online survey showed a strong preference for gravel paths among respondents. While gravel is relatively low-cost and can be installed fairly easily, it is not ideal for accessibility purposes. Smooth paved paths should be installed, if only near accessible beds, for ease of access to people with a range of mobilities and for those who use wheelchairs.



## Gathering Spaces

Survey respondents overwhelmingly preferred that benches be included in a community garden, with the second preference being for an open lawn. Benches would be best placed in a shady area. Community members indicated that they would be interested in educational events and programming at a community garden, which could be held in an outdoor classroom. Incorporating moveable seating and an open space could allow for an outdoor classroom to be assembled when needed.



## Accessory Elements

The online survey asked residents which accessory elements they would prefer to see from a selection that included rainwater barrels, water fountains, solar panels, a storage shed, and a bike rack. Most respondents preferred to see rainwater barrels. As discussed above, rainwater can be a supplemental water source, but cannot adequately replace an accessible connection to municipal water.

## Tools and Storage

While the storage shed was ranked next to last by online survey respondents, a form of storage is a necessary element for a community garden. This can be a tool shed, a locker, or part of a greenhouse or other small structure. The City should consider purchasing a small supply of shared tools to be kept onsite in a tool shed or locker, including shovels, a rake, trowels, and spare gloves. Tool storage should be locked, ideally with a combination lock so that members can access tools at any time, and placed near to the garden bed area.

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# POTENTIAL FUNDING SOURCES

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## Food Well Alliance

### Community Garden Grant

Eligible applicants for Food Well Alliance's Community Garden Grant<sup>1</sup> can receive \$1,500 towards garden bed materials, tools, storage, signage, irrigation, and fencing. Applicant gardens must serve at least five households. Gardens must also meet two of these three requirements: have existing onsite garden infrastructure, have a current agreement or MOU in place for garden operations, and/or have engaged the surrounding community in planning and establishing the garden. The application window opens in October for funds to be awarded in early 2023, ahead of the growing season.

### Orchard Project

Food Well Alliance's Orchard Project<sup>2</sup> uses assistance from Direct Relief and the Giving Grove to provide applicants with fruit-bearing trees and shrubs. Sites must have appropriate growing conditions (a nearby water source, sufficient sun, and well-draining soil) and dedicated staff or volunteers that can tend the orchard. The next application will open in December 2022.

## US Department of Agriculture (USDA) National Institute of Food and Agriculture (NIFA)

USDA NIFA administers the Community Food Projects Competitive Grants Program<sup>3</sup>, which funds two grants: Community Food Project grants of up to \$400,000 over 48 months, and Planning Project grants of up to \$35,000 over 36 months. Community Food Project grants are geared towards implementation and can fund the establishment of community gardens if the low-income population is being served. Grant applications open in November and close in May of the following year.

# RESOURCES

---

## General Information

UGA Extension's Center for Urban Agriculture maintains an extensive list of resources<sup>4</sup> related to community gardens.

## Compost

CompostNow, a home compost pickup service, provides regular deliveries of donated compost through their Garden Partner Program.

Applications<sup>5</sup> to become a Garden Partner are accepted on a rolling basis.

Food Well Alliance provides one (1) annual delivery of 1-2 cubic yards of compost<sup>6</sup> to existing community gardens with at least five involved households. Applications for compost delivery are accepted winter through early spring, and compost is usually delivered within two weeks following the request.

Animal manure can also be used to amend and enrich soil. The City of Fairburn and community gardeners could consider establishing a long-term partnership with a local equestrian facility for regular deliveries of manure.

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# RECOMMENDATIONS

## Recommendation 1: Establish a Community Garden Club

*The City should consider leveraging existing networks of gardeners, including contacts gained through the community engagement process of this plan, to facilitate the establishment of a community garden club that will assume primary responsibility for garden maintenance, organization of workdays, and communication with membership.*

Many community gardens that are established by a city government, such as the community gardens at Jonesboro and Sugar Hill, operate with a garden club as the primary entity overseeing the garden. The City of Fairburn Planning and Zoning and Parks and Recreation departments can advertise through existing networks, such as the newsletter and online channels, as well as contacting existing interested residents, to establish a relationship with a group of interested gardeners.

Once established, a resolution establishing an agreement with the Fairburn Community Garden Club (see Sample Agreement in Chapter 8: Sample Documents) should be brought before City Council for approval and a City staff member designated as primary liaison for the Garden Club. Once established, the Community Garden Club should be responsible for electing its own officers and coordinating its own regular meetings.

### TIMEFRAME:

Short term (6 months)

### LEAD:

Planning and Zoning, Parks and Recreation

### STARTING STEPS:

- » Reach out to the community members who took the survey and provided their contact information to be contacted about a gardening club
- » Consult with the City attorney to prepare an establishing resolution with an operating agreement to be brought before the City Council
- » Designate a City staff member as Garden Club liaison
- » Collect initial garden club applications



# RECOMMENDATIONS

## Recommendation 3: Establish a Larger Community Garden Site with Room for Expansion

*The City should consider installing a community garden on a large City-owned lot, with potential to expand the garden to include more beds and an orchard to respond to resident interest and demand.*

Based on community feedback from the community meeting and the online survey, locating a garden at the large City-owned Park and Ride site off Senoia Road and Renaissance Parkway (Figure 9) would respond to resident demand for more amenities in this area of Fairburn. The Park and Ride itself provides ample parking for potential gardeners, and the City-owned parcel to the east includes a Georgia Power easement, meaning the site can be utilized for little else. It is also close to the Dylan at Fairburn development.

Garden beds, paths, tool storage, and composting equipment should be installed close to the street in a flat area, on the north side of the property adjacent to the detention pond, to avoid shade from tree coverage. Lighting should be installed on the eastern side of Renaissance Parkway. A water connection suitable for a hose of no longer than 100 feet must be installed near the garden area, requiring coordination with Fairburn Utilities. The City should consider beginning with 20-30 beds, with the option to expand annually as demand grows. A crosswalk may need to be striped across Renaissance Parkway to facilitate access from the Park and Ride facility. An artistic painted crosswalk could be incorporated to add a placemaking element to the site. Conceptual renderings (Figures 12 and 13) show the potential for full use of this space.

Using the UGA Extension GROWL Garden as a model, an agreement should be made with Georgia Power concerning mowing and maintenance of the area. Georgia Power may be willing to provide woodchips for the garden from trimmed trees in the easement. A 25 foot setback from transmission towers must be factored into garden planning.

Alternate sites that the City could consider in the event that a garden at the Park and Ride site does not prove feasible or desirable to pursue include Mario B. Avery Park (Figure 10), located downtown, and a site at 6760 Johnson Road (Figure 11) that houses a disused community facility. A garden at Mario B. Avery Park would be advantageous due to its proximity to the Manor at Broad Street senior living community. However, it would be limited in capacity due to the size of the park. The Johnson Road site has level ground and is located near the Asbury Park subdivision. However, it also houses a dilapidated building which would need to be demolished or have access restricted.

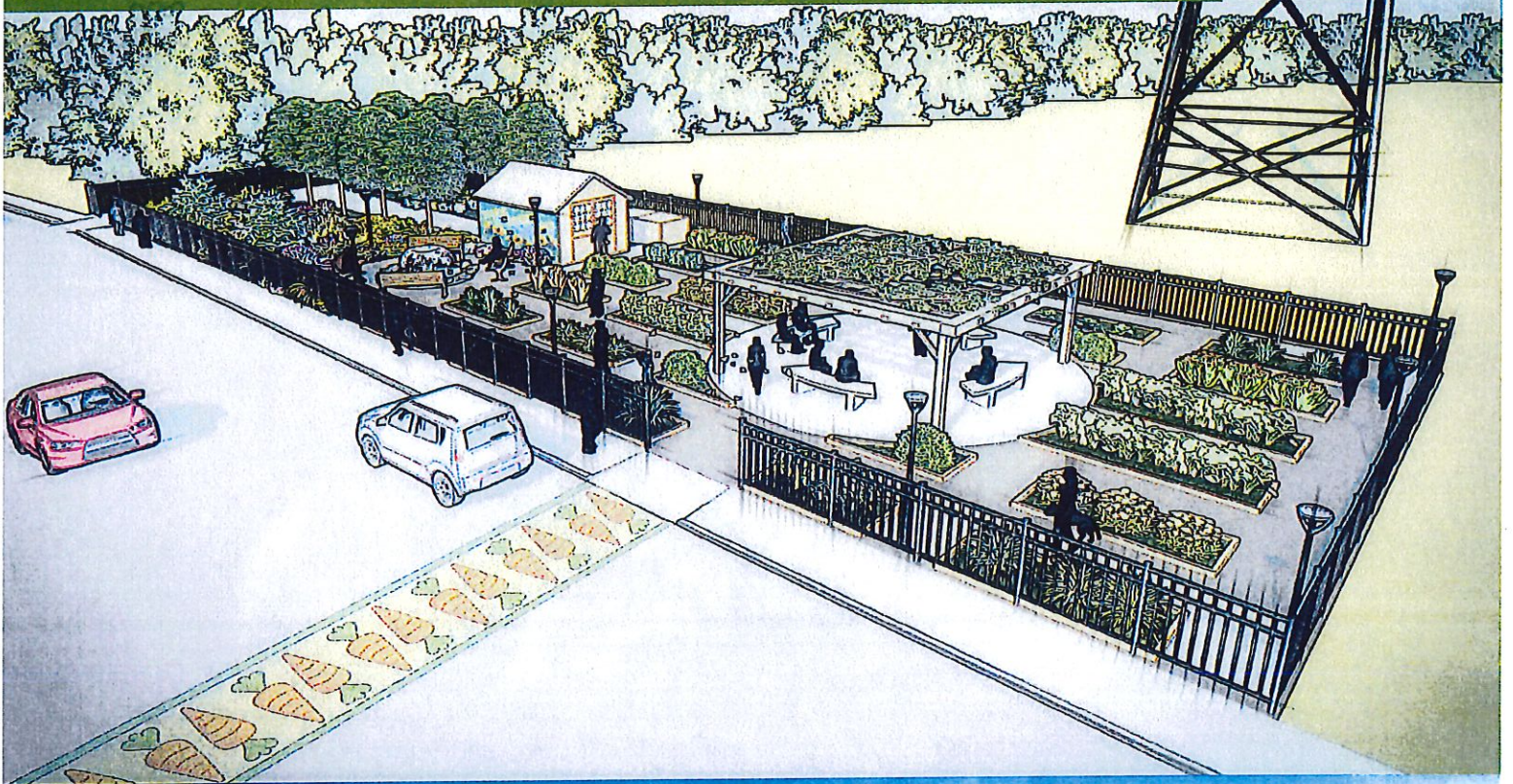
**Figure 9. Park and Ride Site**



*Photo courtesy of City of Fairburn.*



# COMMUNITY GARDEN RENDERINGS



Renderings courtesy of Sizemore Group.



# SAMPLE BUDGET

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## Set Up Costs

Seeds and starter plants	\$200
Fence	\$5,000
Tools and hoses	\$500
Toolshed	\$1,000
Signage	\$200
Compost Container	\$150
Wooden Garden Bed Frames	\$4,000
Soil	\$400
Rainwater barrels	\$2,500
Pergola	\$2,500
Seating	\$800

## Set Up Total

**\$17,250**

## Maintenance (Annual)

Seeds	\$150
Water bill	\$780
Soil	\$200
Tool replacement and repairs	\$200

## Maintenance Total

**\$1,180**



# SAMPLE GARDEN AGREEMENT

---

The Parties agree that their obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of their respective employees or agents. In the event one of the parties incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the other party.

## 8. Waiver of Liability

The Volunteers shall waive all liability with respect to the City for any injuries or accidents which may occur with respect to their work activities on the site. All individual volunteers must annually sign a liability waiver before beginning any work in the Garden.

## 9. Subletting or Assigning of Contracts

Neither the City nor the Garden Club shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the prior written consent of the other.

## 10. Extent of Agreement/Modification

This Agreement represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated.

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: City Attorney

## Section 2: City's Responsibility

### 1. Garden Management

Fairburn Parks & Recreation has the overall management responsibility for the development and operation of the Garden. This is to be accomplished through the efforts of a staff liaison whose responsibilities include, but are not limited to:

- General operation and maintenance of the Garden through City personnel, contractors, and volunteers.
- Acting as primary contact and liaison with the Garden Club and other organizations to assist in the coordination of their efforts and activities with respect to the Garden.
- Tracking and verifying use of all donations designated for use at the Garden.
- Developing and monitoring operating budget.

# SAMPLE GARDEN RULES & OPERATING PROCEDURES

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1. Plot fees are due in full at the beginning of the garden season and must be paid to the City of Fairburn by no later than \_\_\_\_ (date). New gardeners are limited to one (1) plot.
2. The garden is open from \_\_ am to \_\_ pm. Gardeners must lock the garden when leaving.
3. Each gardener must complete a liability waiver form before any work in the garden can begin.
4. Gardeners may only grow in and harvest from their assigned plot. Each gardener is responsible for the maintenance and upkeep of their garden plot. Watering, weeding, harvesting, and any other garden-related maintenance is the responsibility of the gardener. Gardeners may arrange for other gardeners to water their plots.
5. Garden plots should be cared for at least once a week. If any plot remains unattended for more than three weeks, that plot is subject to reassignment.
6. Gardeners may not plant invasive plants, including but not limited to kudzu, St. John's wart, sacred bamboo and any other plants that may harm others' plots, including plants that grow over 6' high.
7. The application of herbicides or chemical pesticides to the garden plots is prohibited.
8. Tools will be made available for use during operating hours. Each gardener will be given access to tool storage and watering equipment. Gardeners must return all tools and lock tool storage. Gardeners may bring additional tools but cannot store them on site.
9. At the end of the garden season, gardeners are responsible for clearing their plots of all plant material.
10. Gardeners must attend \_\_ workdays during the garden year.
11. Children are welcome in the garden but must be accompanied by an adult and supervised at all times.
12. Gardeners may not use the garden while under the influence of alcohol or drugs.
13. Gardeners may not bring weapons or animals to the garden. Storage of personal belongings on site is not permitted.

## SAMPLE MEMBERSHIP AGREEMENT

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- I will pay annual dues of \$\_\_\_\_ to the City of Fairburn help cover garden expenses.
- I will have something planted in the garden by (date) and keep it planted all summer long.
- If I must abandon my plot for any reason, I will notify the garden leaders.
- I will weed my plot and maintain the areas immediately surrounding my plot, if any.
- If my plot becomes unkempt, I understand I will be given a one-week notice to clean it up. It will be reassigned if it is not cleaned.
- I will keep trash and litter cleaned from the plot, as well as from adjacent pathways and fences.
- I will participate in the fall cleanup of the garden.
- I will plant tall crops only where they will not shade neighboring plots.
- I will pick only my own crops unless given permission by another plot user.
- I will not use fertilizers or pesticides that will in any way affect other plots.
- I agree to volunteer hours toward community gardening efforts including \_\_\_\_\_.
- I will not bring pets to the garden.



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# SURVEY RESULTS

## Fairburn Community Garden Plan

### Project Engagement

VIEWS  
50

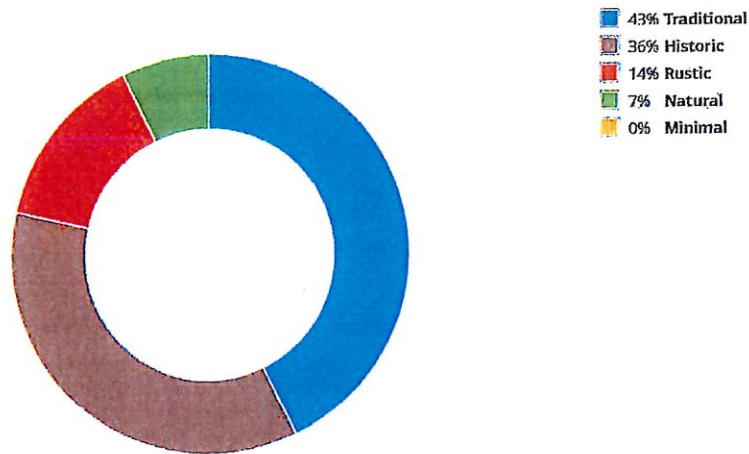
RESPONSES  
543

SUBSCRIBERS  
7

PARTICIPANTS  
14

COMMENTS  
12

Please choose one of the fence and gate designs depicted above.



14 respondents

Please rank the planting bed materials depicted above from most to least desired.

100%	Metal	Rank: 2.85	13 ✓
100%	Wood	Rank: 2.92	13 ✓
100%	Brick	Rank: 2.92	13 ✓
100%	Stone	Rank: 3.08	13 ✓
100%	Concrete Block	Rank: 3.23	13 ✓

13 Respondents



# SURVEY RESULTS

Please rank the shade structures depicted above from most to least desired.

100%	Pergola	Rank: 2.00	13 ✓
100%	Pavilion	Rank: 2.23	13 ✓
100%	Airbor	Rank: 3.23	13 ✓
100%	Shade Sail	Rank: 3.31	13 ✓
100%	Umbrella or Tent	Rank: 4.23	13 ✓

13 Respondents

Please rank the following types of public art from most to least desired.

100%	Water Feature	Rank: 2.15	13 ✓
100%	Sculpture	Rank: 2.85	13 ✓
100%	Mural	Rank: 2.92	13 ✓
100%	Interactive	Rank: 3.46	13 ✓
100%	Functional	Rank: 3.62	13 ✓

13 Respondents

Please rank the types of signage depicted above from highest to lowest priority.

100%	Welcome Sign	Rank: 1.77	13 ✓
100%	Garden Rules Sign	Rank: 2.38	13 ✓
92%	Information Kiosk	Rank: 3.00	12 ✓
85%	Message Center	Rank: 3.45	11 ✓
92%	Directional Signs	Rank: 4.00	12 ✓

13 Respondents

# SURVEY RESULTS

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The map below shows City-owned properties in red. Using them as a guide, place a pin on where you would prefer a garden be located.

No data to display...

Add any other ideas, comments, or thoughts about a community garden for Fairburn using the idea board.

Lighting options

one month ago

Add your contact information if you'd be interested in being a community garden club member!

No data to display..

No data to display..

Loading more report objects...



# CASE STUDY REFERENCE DOCUMENTS

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## 5. ELECTION OF OFFICERS

Elections for Members of the Advisory Board will be held at the Spring general membership meeting. General members wishing to hold a board position may submit a nomination form to the board of directors. The deadline for submitting a nomination form will be 14 days before the Spring general membership meeting. In the event a board member resigns or is unable to complete their term of office and/or perform their duties, the board will temporarily appoint someone from the general membership to fill this vacancy until an election can be held at the Spring general membership meeting. Board members will be elected for a two (2) year term. In the inaugural year of the board (2012), 2 board members will serve 1 year terms and rotate off the board while the other 3 board members will serve 2 year terms. This will assure that a majority of the board remains intact each year for continuity. Board members rotating off may submit nomination forms for election as long as they have not met their maximum number of terms. No board member may serve for more than two (2) terms consecutively. Each board member will be entitled to one (1) vote and a minimum of three (3) members will constitute a quorum, which is needed to conduct any official business. In the event of a tie vote the President will cast the deciding vote. The officers of the Board of Directors shall consist of the (5) board members:

- President - Represents the Sugar Hill Community Garden members to the city of Sugar Hill. President will preside at all meetings and will construct an agenda prior to each meeting with other officers' input and prepared by the Secretary.
- Vice-Presidents (3) – Responsible for one or more committees as necessary.
- Secretary - Keeps the minutes of all meetings and makes them available to the general membership. Keeps a record of membership attendance for all meetings with a sign-up sheet made available. Assists the President in preparing the meeting agendas and supports the President in communicating with the community.

## 6. COMMITTEES

Committees may be established and abolished as needed by the Board. All committees will be staffed by general membership. A committee will be directed by a committee chairperson who will report to the board on the committees' members and activities. A board member (usually a Vice President) will be assigned to oversee each committee.

Examples of such committees:

- Compost - committee will set up a composting station at the garden, define signage to help gardeners place garden waste in the proper bins, members will educate the general membership on proper composting procedures
- Food Bank - committee will define procedures for gathering and delivering donations to the local food bank, members will harvest crops and deliver them to the local food bank
- Social/Event - committee will plan and execute social and educational events for the general membership as well as the community at large
- Water/Drainage - committee will work with the city of Sugar Hill to improve garden drainage and determine ideal watering schedules, members will monitor garden drainage and watering and propose improvements when needed
- Maintenance - committee will schedule work days and provide details of work to be accomplished, members will educate gardeners in work to be done and propose maintenance improvements as needed
- Communications - committee will manage updates to the garden page(s) on the Sugar Hill web site, publish garden newsletter and support other communication to the garden membership and to the community at large

# CASE STUDY REFERENCE DOCUMENTS

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for the current year of gardening are at risk of not being allowed to renew their plots for the new season.

- Gardeners are required to attend at least one (1) of the two (2) annual General Garden Meetings or an orientation at the garden. The General Meetings are held in the spring and in fall. The exact dates, times, and locations of the General Meetings will be determined each year by the SHCG advisory board. Gardeners who attend a General Meeting will receive 3 hours of credit toward the community service 12 hour requirement.
- Gardeners are required to clean and prepare their plot(s) when they terminate their membership in the garden. All personal items in the garden or barn must also be removed. Gardeners who fail to leave their garden plot ready for the next gardener will not be allowed to return to the garden for at least two years, and at the discretion of the board

## Gardening

- The garden is intended for growing fruits, vegetables, flowers, and herbs ONLY. No illegal plants may be grown.
- Pets are not allowed in the garden.
- Pots, containers etc. are not allowed to be used in the garden for permanent planting areas. Permanent planting is any planting longer than 14 days.
- Any gardening supplies will not be kept on or by your plot(s) longer than 14 days (i.e. bags of soil, fertilizer, compost, tools, etc.). Pathways/areas around plot(s) need to remain clear of obstructions.
- All plants must be planted within the plot. All vegetation growth must be contained within the plot (i.e. vines/overgrowth should not reach the ground outside the plot).
- Any produce grown in the garden is for the consumption by gardeners and their families, or for donation to a food bank or charity. The garden may not be used for commercial purposes, and anything grown in the garden is not to be sold.
- Tall plants (such as corn and pole beans) must be planted so that they do not shade the plots of other gardeners.
- Invasive plants (such as bamboo, mint, Jerusalem artichokes, raspberries, and others that may be determined by the SHCG advisory board as potentially harmful to the garden) are prohibited.
- Gardeners should not harvest, water, or tend to another gardener's plot without the prior permission of the gardener or the SHCG advisory board.
- Gardeners will plant their garden plot or prepare their plot for planting, by May 15th. Plots which have not been planted or prepared will be considered abandoned and may be re-assigned. Tarped/weed fabric covered plots are not considered prepared.
- The intent of the garden is to have actively worked plots. Non active plots are considered to be any bed not used for growing in 30 days. Gardeners not actively using their plots may be asked to relinquish their plot(s).
- Gardeners are expected to control all weeds and grass in their plot and the area surrounding the plot. No trash/litter, supplies, tools etc. should be left in their plot or surrounding area. Periodic inspections will occur throughout the year to monitor this.
- The area from a gardener's plot to the adjacent walkway, adjacent fence and/or halfway to the adjacent plot is considered the area a gardener is to keep mulched and clear of weeds/grass.
- During inspections if a garden plot is deemed weedy or unkempt it is considered out of compliance. The gardener will be notified via email about the violation(s). They will have 14

Gardener's agreement revised January 2022



# CASE STUDY REFERENCE DOCUMENTS

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- Gardeners are expected to follow the general park and garden rules posted on the signs in the garden area. Failure to do so may result in termination.
- Behavior on garden property deemed inappropriate by the SHGB may result in termination.
- Gardeners are responsible for any guests they bring to the garden and assuring that their guests understand and follow the rules.
- Gardeners should respect and take care of all community tools, equipment, community spaces and facilities.
- Gardeners will lock all gates and barn if they are the last gardeners to leave the garden.
- No personal garden deliveries are allowed without board approval. If approved, no equipment is allowed inside the garden gates or off the parking lot surface without board and City approval. All deliveries should be addressed and cleaned up within the same day of delivery unless written approval from the board. Gardener is responsible for any and all damages caused by 3<sup>rd</sup> party deliveries to the garden.

These Rules and policies are subject to change by the SHCG board or the City of Sugar Hill. The City of Sugar Hill reserves the right to reclaim a gardener's plot for failure to comply with the above policies and rules, in which case the gardener's fee will not be returned.

Who to contact with garden questions, how to get involved, and (for inexperienced gardeners) who to contact to get help with gardening:

Committee Chairperson – for information on the specific committee (posted in the barn)  
Advisory Board members - for any other information ([sugarhillcg@gmail.com](mailto:sugarhillcg@gmail.com))

**Email is the official means of communication of the garden.** Be sure to regularly check your email for Sugar Hill Community Garden news, announcements, calendar of events and any changes to the Sugar Hill Community Garden policies and rules.

# CASE STUDY REFERENCE DOCUMENTS

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## 2022 Community Garden Club of Jonesboro Guidelines

### AS A MEMBER OF THE COMMUNITY GARDEN CLUB OF JONESBORO, I AGREE TO THE FOLLOWING:

- I will pay the annual membership fee on or before Jan 1 of the enrollment year.
- I will sign updated Garden Guidelines annually at the time of enrollment.
- I will attend 75% of all garden events (bi-monthly meetings & scheduled events).
- Elected Officers are required to attend all bi-monthly meetings.
- I will keep all personal items in my bed and out of walkways.
- I will keep my bed seasonally planted or use a crop cover in bed at all times. This will ensure the health of my bed, as an open, bare bed is a haven for weeds and insects.
- I will dispose of all plant debris properly by bagging it and taking it home.
- I will abide by Maintenance Policy and practice general safety precautions and rules.
- I will notify a Garden Officer in writing if I can no longer care for my bed.
- I **will not** use known invasive and obstructive plants. See the prohibited crop list for more information.
- I **will not** use fertilizers, insecticides, or weed repellents that will in any way affect neighboring crops.

### ANNUAL FEES - DUE JANUARY 1ST OF THE ENROLLMENT YEAR

- I agree to pay the annual commitment fee of \$50.00 per 4'x8' raised bed. I further understand that annual fees are non-refundable. All fees must be paid at the time the application is submitted.

### RECOMMENDATIONS AND REMINDERS

- Only plant tall crops on the north side of my bed so it will not shade neighboring beds.
- Select a Garden Buddy from the membership to call if you need your bed watered and you cannot get there to water it for any reason. (Please note: Garden Officers



# CASE STUDY REFERENCE DOCUMENTS

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## RESOLUTION STATEMENT

"We the undersigned members of the Community Garden Club of Jonesboro group hereby agree to hold harmless the City of Jonesboro from and against any damage, loss, liability, claim, demand, suit, cost, and expense directly or indirectly resulting from arising out of or in connection with the use of the Community Garden Club of Jonesboro by the garden group, its successors, assigns, employees, agents, and invites."

## MAINTENANCE POLICY

Be mindful of your surroundings. Please use general safety precautions. If you see a person performing garden maintenance with motorized equipment or otherwise, please step aside and allow them to proceed. Please wait until maintenance is complete to enter the garden.

## GRIEVANCES POLICY

The expectation for All grievances is to be discussed between the involved parties first. (Do NOT email or discuss with other non-involved members If it cannot be resolved between said parties, then contact the Board (Club Officers) only. The Board will meet and hear the grievances of all parties. A decision will be made and brought before the garden club for a vote. Any deviation from this procedure may result in membership termination.

## MEDIA RELEASE AGREEMENT:

This is ongoing permission for the life of my membership in the Community Garden Club of Jonesboro. I hereby consent to the use of my name, voice, statements, photographs, and likenesses of me, including motion pictures, videotape, and related representations involving the use of my voice or pictures of me or both (also for any minors that might be accompanying me at any said time that I am the parent or legal guardian of) by the Community Garden Club of Jonesboro and the City of Jonesboro. For any purpose including in and for purposes of advertising, promotion, television reporting/broadcasting news and trade in all media throughout the world, without restriction as to frequency or duration of usage and compensation to me.

Name

# CASE STUDY REFERENCE DOCUMENTS

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Address

City, State and Zip

Phone Number

Please enter a valid phone number.

Email

example@example.com

SIGNATURE

Clear

Date

Date

To complete your membership enrollment, please submit the application and pay the \$50.00 annual enrollment fee to the Jonesboro City Hall, located at 124 North Avenue, Jonesboro, GA 30236. A representative from the garden will notify you of your raised bed space and schedule a garden tour.

## FOR OFFICE USE ONLY (DO NOT FILL OUT THIS SECTION)

\_\_\_\_\_ Approved      \_\_\_\_\_ Denied      \_\_\_\_\_ Assigned Bed Number





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Site License Agreement for Mural Installation

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

**Submitted:** 08/02/2022

**Work Session:** N/A

**Council Meeting:** 08/08/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** N/A

**PUBLIC HEARING:** (    ) Yes                      ( ☒ ) No

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**PURPOSE:** Mayor and Council approval to enter into a Site License Agreement with Fairburn Pawn, Inc., John Christian, and Go Georgia Arts, Inc. for the installation of a painted mural on the side exterior wall of the building located at 41 West Broad Street, Fairburn, Georgia 30213.

**HISTORY:** The City of Fairburn is focused on engaging public spaces, where citizens and visitors alike will encounter works of public art that will enhance the community, produce a sense of city pride, create excitement around the arts, and increase economic and community development. The installation of this mural is just one of the ways to beautify the city and build on Fairburn's efforts to increase public art.

**FACTS AND ISSUES:** In October 2019, the City of Fairburn applied for a grant with Go Georgia Arts, Inc. for the creation and installation of a mural in the historic downtown area on City-owned property. The grant was awarded to the City of Fairburn in November 2019, and it was determined that none of the proposed locations for installation of the mural were suitable. Fairburn Pawn Inc., John Christian, Go Georgia Arts, along with City staff deemed the building located at 41 West Broad Street, Fairburn, GA 30213 suitable and desirable for the placement of a mural.

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Request Mayor and Council approval to enter into a Site License Agreement with Fairburn Pawn, Inc., John Christian, and Go Georgia Arts, Inc. for the installation of a painted mural on the side exterior wall of the building located at 41 West Broad Street, Fairburn, Georgia 30213.

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

## SITE LICENSE AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 is entered into by and between the Fairburn Pawn, Inc. ("Owner"), John Christian ("Artist"), Go Georgia Arts, Inc. ("Grantor") and the City of Fairburn ("COF").

WHEREAS, COF envisions a city with engaging public spaces, where citizens and visitors alike will encounter works of public art that will enhance the community, produce a sense of city pride, create excitement around the arts, and increase economic development; and

WHEREAS, Fairburn Pawn, Inc. and COF have determined that one of the ways to beautify the city and build on Fairburn's efforts to increase public art for economic and community development is to paint a mural on the exterior wall of the building located at 41 West Broad Street, Fairburn, Georgia, as shown on **Exhibit "A"**, attached hereto; and

WHEREAS, Go Georgia Arts, Inc. is a Georgia nonprofit corporation whose mission is to promote, educate, and create great art and help others create art on city or community at a time; and

WHEREAS, in October 2019, COF applied for a grant with Go Georgia Arts, Inc. for the creation and installation of a mural in the historic downtown area of COF on City-owned property; and

WHEREAS, Go Georgia Arts, Inc. awarded a grant to COF in November 2019, and

WHEREAS, it was determined that none of the proposed locations for installation of the mural were suitable; and

WHEREAS, Owner owns the building situated at 41 West Broad Street, Fairburn (the "Property"), and John Christian, Grantor and COF have deemed it suitable and desirable for the placement of one such mural; and

WHEREAS, Owner and COF wish to agree on the use of the building for such a mural.

NOW THEREFORE, in consideration of the mutual terms and conditions, promises and covenants hereinafter set forth the parties agree as follows:

### **Fairburn Pawn, Inc. Representations and Responsibilities:**

1. Owner represents that it is duly organized/formed, validly existing, and in good standing and have all rights, power, and authority to make this license and bind itself hereto. Owner further represents that it has an ownership interest in the Property and that Owner is the duly authorized owner of the Property and that the Property is unencumbered by any limitations which might restrict or limit the installation of the mural.
2. Owner hereby grants John Christian and COF a license and the right to place a mural on the outer side of the wall of the Property. The parties agree that the mural shall be placed on the side exterior wall of the building (with frontage on Smith Street, Fairburn, Georgia).



3. Owner shall allow COF and Artist access to the mural site at reasonable times and days for a period of time sufficient to complete the mural and to allow proper maintenance of the mural.
4. Owner will ensure that the color of any future needed exterior paint is compatible with the color scheme of the mural.
5. Owner shall ensure that the mural remains intact and becomes a condition of sale should the property be sold or transferred.
6. Owner agrees to preserve the integrity of the wall and agrees not to alter, damage, desecrate, obstruct or remove the mural in any manner.

**COF Representations and Responsibilities:**

1. COF represents that it is a municipal corporation duly organized and validly existing under the laws of the State of Georgia and has all the rights, power, and authority to make this license and bind itself hereto.
2. COF agrees to work with Artist and local citizens to ensure the successful installation of the mural.
3. COF agrees to work with Artist, local citizens, and Owner to coordinate an appropriate media response to the official "unveiling" of the mural.
4. COF agrees to provide other services in accordance with the guidelines of the grant award.
5. COF agrees to share information and promotional opportunities with other counties and tourism organizations to bring higher visibility to the City of Fairburn/Fulton County and its tourism industry.

**John Christian and Go Georgia Arts, Inc. Representations and Responsibilities:**

1. Go Georgia Arts, Inc. represents that it is duly organized/formed, validly existing, and in good standing and has all the rights, power, and authority to make this license and bind itself hereto.
2. Artist represents that the mural is an original work of art and has not appeared or been installed at any other time and any other site.
3. Artist agrees to the completion of the mural in accordance with the rendering approved by Owner and COF.
4. Artist agrees to utilize paints and other artistic products that are of high quality to produce a work of art that is of excellent value as perceived by Owner and COF.
5. Artist shall ensure that the mural will be permanently affixed to the exterior structure located at 41 West Broad Street, Fairburn, GA and that the mural will be sustainable for ten (10) years, through a personal guarantee of his work in form and substance acceptable to Owner and COF.

**The Parties of Fairburn Pawn, Inc.; John Christian, Go Georgia Arts, Inc. and COF agree:**

1. Either of the parties may assign this license provided that their successors agree to comply with the terms of the license and the assigning party notified the non-assigning party in writing of the name and address of the assignee.
2. This license may be modified by mutual consent of the parties, signed by authorized officials of each party.
3. This license shall become effective upon the signature of authorized officials from all three parties.
4. Notices to either party shall be made in writing and sent to the other party, by certified mail, return receipt requested, at the address set forth below. Notice is effective upon receipt.
5. No revision of this license is valid unless in writing and executed by the parties.
6. The terms of this license shall be subject to extension and/or renewal on \_\_\_\_\_, \_\_\_\_\_, if not entered into prior to that time.
7. At the time of said extension or renewal, the three entities shall determine the best method to ensure additional sustainability of the mural and the appropriate avenue for funding of same.
8. This license constitutes the entire agreement of the parties.
9. The parties agree to comply with all applicable laws, rules, and regulations respecting the building and its uses
10. This license shall be governed by the laws of the State of Georgia.
11. The parties agree that an electronic signature is as valid as an original signature.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date set forth above.

**Fairburn Pawn, Inc.**

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

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

Address: 41 West Broad Street, Fairburn, GA 30213

**City of Fairburn**

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

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

Address: 56 Malone Street, SW, Fairburn, GA 30213

\_\_\_\_\_  
**John Christian**

**[SIGNATURES CONTINUE ON NEXT PAGE]**



**Go Georgia Arts**

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

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

**Address:** 3280 Sims Street, Hapeville, GA, 3035



## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #149 WITH INTEGRATED SCIENCE & ENGINEERING, INC. FOR THE CITY OF FAIRBURN GIS WATER DATABASE UPDATE FOR THE AMOUNT NOT TO EXCEED \$134,500.00**

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

Submitted: 07/25/2022

Work Session: N/A

Council Meeting: 08/08/2022

**DEPARTMENT:** Utilities (Water & Sewer)

**BUDGET IMPACT:** The budget impact will be \$134,500.00 The proposed expenditures will come out of the Water & Sewer Account (505-0000-52-1300).

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

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**PURPOSE:** For Mayor and Council to approve the Task Order #149 with Integrated Science & Engineering, Inc. for the City of Fairburn GIS Water Database Update.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. on August 14<sup>th</sup>, 2017 for professional engineering and consulting services. The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater, and water resources engineering would be issued on an as-need basis.

**FACTS AND ISSUES:** The City has a GIS map of the water system, but it is incomplete, inaccurate and has areas of discrepancy when compared to the City of Atlanta maps. This makes it very difficult to accurately determine utility availability, utility locations, capacity availability, and processing rezoning requests. A complete and accurate GIS map of the water system is critical to the future management and expansion of these systems including receiving water from the new water treatment plant from the Middle Chattahoochee project.

**FUNDING SOURCE:** The proposed expenditures will come out of the Water & Sewer Account (505-0000-52-1300).

**RECOMMENDED ACTION:** Staff recommends that City Council approve the Task Order #149 with ISE for the GIS Water Database Update and authorize the Mayor to sign the Task Order for the amount not to exceed \$134,500.00.

  
Tony M. Phillips, City Administrator





## TASK ORDER FORM

1039 Sullivan Road, Suite 200, Newnan, GA 30265  
(p) 678.552.2106 (f) 678.552.2107

**To:** John Martin  
**Company:** City of Fairburn  
**Address:** P.O. Box 145  
Fairburn, Georgia

**Date:** July 15, 2022  
**From:** Scott Thompson  
**Copy to:** Jason Ray  
Cary R. Dial

**Project:** GIS Database Update - Water

**TOF #:** 149

### BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has been asked by the City of Fairburn (City) to review and update the City's geographic information system (GIS) map of the water system. The City has experienced significant growth over the recent years with several types of development including residential, commercial, and industrial. These new developments require domestic water service and have various demands. The City currently owns and operates water infrastructure throughout the area. Additionally, the City of Atlanta provides water service to areas directly adjacent to Fairburn. The City has a GIS map of the water system but it is incomplete, inaccurate and has areas of discrepancy when compared to the City of Atlanta maps. This makes it very difficult to accurately determine utility service availability, utility locations, capacity availability, and process rezoning requests. A complete and accurate GIS map of the water system is critical to the future management and expansion of these systems including receiving water from the new water treatment plant from the Middle Chattahoochee project. This information will equip the City to efficiently process utility related requests and provide the data required for future analysis of the system for capital improvement planning. This Task Order Form (TOF) outlines the Scope, Schedule, and Fee associated with performing the work outlined herein.

### SCOPE OF SERVICES

#### Task 1 – Project Management

Projects with multiple tasks require project management and coordination for efficient and cost-effective engineering services. ISE will provide a Project Manager for coordination and correspondence for both internal and external services associated with project kickoff, project meetings, information requests, and final project delivery.

#### Task 2 – Coordination with City of Fairburn and City of Atlanta

ISE will coordinate with the City of Fairburn and the City of Atlanta to review existing map data and to determine extents of ownership among the services. The information gathered from this coordination effort will be critical in efficiently completing the subsequent tasks. This task includes 2 coordination meetings.

#### Task 3 – Water System Infrastructure Inventory

Based on coordination results with the City of Atlanta determined in Task 2, ISE will review existing mapped infrastructure and perform inventory on all fire hydrants within the system. During the inventory process it will be noted if the hydrant is owned by Fairburn or Atlanta and an elevation of the hydrant will be collected.



# TASK ORDER FORM

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ISE is estimating a total of 1,540 fire hydrants. Water valves will also be located and surveyed. ISE is estimating a total of 1,350 valves. Note: ISE will make a reasonable effort to locate water valves but will not spend excessive time searching for valves.

## Task 4 – Field Testing

Field testing needs to be performed to obtain data needed for system analysis as it relates to the Middle Chattahoochee project. This information will be used in the decision-making process on what the City needs to do to prepare to receive the water from the new water treatment plant. ISE will select strategic locations for twenty-five (25) fire flow tests and ten (10) extended period pressure tests. ISE will visit each location to assess physical conditions and potential safety hazards, finalize the testing plan with City staff and the fire department, and dispatch field crews to begin testing. ISE will safely perform up to five fire flow tests per day and initiate two extended period pressure tests on a schedule that avoids both types of tests being simultaneously conducted to prevent fire flow withdrawals from inducing error in pressure test results. Concurrent with field testing, ISE will process daily fire flow and pressure test data for later use in system analysis.

## Task 5 – GIS Database Map

ISE will compile all data collected in Tasks 3 into a complete map of the system. ISE will coordinate with City staff to obtain as-built drawings of recent water line installations to ensure an up-to-date map. This as-built information will be input into GIS and will be based on best available information. The deliverable for this task will include an electronic GIS map of the entire system with associated databases of all collected attributes. The map will clearly distinguish ownership boundaries between the different municipalities.

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## SCHEDULE

Task 1 – Project Management: Provided for the duration of the project.

Task 2 – Coordination with City of Fairburn and City of Atlanta: To begin immediately upon receiving authorization from the City of Fairburn.

Task 3 – Water System Infrastructure Inventory: To begin immediately upon receiving authorization from the City of Fairburn.

Task 4 – Field Testing: To begin immediately upon receiving authorization from City of Fairburn.

Task 5 – GIS Database Map: Provided concurrent with Task 3 and Task 4.

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## FEE ESTIMATE

Task	Fee
Task 1 – Project Management	\$13,500 (Lump Sum)
Task 2 – Coordination with City of Fairburn and City of Atlanta	\$2,925 (Lump Sum)
Task 3 – Water System Infrastructure Inventory	\$85,350 (Hourly, NTE)



# TASK ORDER FORM

Task 4 – Field Testing  
Task 5 – GIS Database Map

\$17,225 (Hourly, NTE)  
\$15,500 (Hourly, NTE)

**Total Contract Amount**

**\$134,500**

The fees listed contain ISE labor, subconsultants, and direct project expenses previously noted in the Scope of Work section. Additional efforts, including fees and services outside the Scope of Work detailed herein will be coordinated directly with the Client prior to proceeding. Additional fees will be billed hourly and in accordance with the rate schedule herein.

## AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement with City of Fairburn dated 8/14/2017. As our authorization, please sign in the space provided below.

City of Fairburn

Integrated Science & Engineering, Inc.

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

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

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

Name: Scott Thompson, PE

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

Title: Principal

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

Date: 7/15/22

**MASTER SERVICES AGREEMENT  
CITY OF FAIRBURN**

THIS IS AN AGREEMENT made as of 8/14, 2017, between the City of Fairburn, Georgia ("CLIENT") and Integrated Science & Engineering, Inc. ("ENGINEER"). The CLIENT wishes to engage ENGINEER to provide professional engineering and consulting services. The services provided under this agreement shall encompass primarily the areas of civil engineering, water and wastewater engineering, and water resources engineering. In general, the services provided by the ENGINEER will include, but not necessarily be limited to, the following services:

- Project Management
- Project Planning
- Feasibility Studies
- Engineering Analysis
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design and Surveying
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and Right-of-Way Acquisition
- Other engineering services may be added at the discretion of the CLIENT, under the terms of this AGREEMENT

The ENGINEER will work with the CLIENT to coordinate and integrate the overall management, planning, analysis, engineering design, consulting, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, and project cost control, as well as address additional design related tasks specifically requested by the CLIENT.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the CLIENT and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the CLIENT), which will specify the scope of services, schedule, and fee arrangement. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The CLIENT has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

CLIENT and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by CLIENT as set forth below.



**1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES**

- 1.1 **Description.** ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.
  - 1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
  - 1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.
  - 1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.
  - 1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

**2.0 SECTION 2 – BASIC ENGINEERING SERVICES**

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.
- 2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:
- 2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.
  - 2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

- 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
- 2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.
- 2.3 **Comprehensive Design Phase.** The ENGINEER shall:
  - 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
  - 2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.
  - 2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.
  - 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
  - 2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
  - 2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction Phase.** The ENGINEER shall:
  - 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
  - 2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
  - 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.



- 2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
- 2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
  - 2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
  - 2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.
  - 2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.
  - 2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

### 3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- a) Geotechnical Engineering and Related Services.
  - b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
  - c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
  - d) Hydrogeology and Geology.
  - e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).
  - f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.
  - g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.



- h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)
- i) Resident Inspection for Construction.
- j) Preparation of As-built Drawings, unless required by a specific project TOF.

#### 4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.
- 4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.
- 4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

## **5.0 SECTION 5 – CLIENT’S RESPONSIBILITIES**

### **5.1 CLIENT shall:**

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.
- 5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT’s consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER’s subconsultants harmless from any claim, liability or cost (including reasonable attorneys’ fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.
- 5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.6 Designate a person (or persons) to act as CLIENT’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

## **6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES**

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with all applicable codes. All plans and specifications shall bear the signature and seal of the ENGINEER,



which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.

- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.
- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, with \$100,000 per claim deductible, \$200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.



- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.
- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.
- 7.0 **SECTION 7 – GENERAL CONSIDERATIONS**
- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.



**7.4 Successors and Assigns.**

- 7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.
- 7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.
- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

- 7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed \$50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
- 7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.
- 7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.
- 7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to



locate utility lines and other objects that may exist beneath the site's surface. The CLIENT recognizes that the ENGINEER's research may not identify all subsurface utility lines and manmade objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions. For example, evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which cannot be viewed by reasonable visual observation. The CLIENT understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.


- 7.14 **Dispute Resolution.** The CLIENT and ENGINEER agree to use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. However, neither party is obligated to use alternative dispute resolution absent its written agreement.

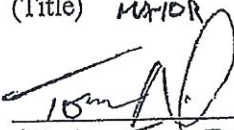
This AGREEMENT (consisting of thirteen (13) pages) constitutes the entire AGREEMENT between CLIENT and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby. The attached documents and those incorporated herein constitute the entire AGREEMENT between the parties and cannot be changed except by a written instrument signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

**CLIENT:**

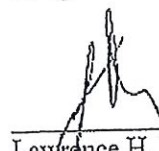
City of Fairburn

  
(Name) MARIO B. AVERY  
(Title) MAYOR

  
Attest: TOM RIDGWAY

**ENGINEER:**

Integrated Science & Engineering, Inc.

  
Lawrence H. Davis, Jr., P.E.  
President

  
Attest:

## ATTACHMENT A

### UNIT RATES

Integrated Science & Engineering, Inc.

	Rate/Hour
Principal	\$185
Senior Engineering Manager / Project Manager	\$160
Project Engineer III	\$145
Project Engineer II	\$130
Project Engineer I	\$115
Engineer II	\$105
Engineer I	90
GIS Professional III	\$115
GIS Professional II	\$90
GIS Professional I	\$80
Senior Planner	\$90
Senior Surveying Manager / Registered Land Surveyor	\$130
Survey Crew (2-Person)	\$135
Survey Crew (1-Person)	\$115
Engineer / Survey Technician III	\$115
Engineer / Survey Technician II	\$85
Engineer / Survey Technician I	\$65
Administration / Clerical	\$60
Subcontractor / Subconsultant	Cost + 15%
Reimbursables	Cost + 15%