# City of Fairburn Work Session
# Agenda
## September 26, 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 Alex Heath | The Honorable Pat Pallend |
| The Honorable Ulysses J. Smallwood | The Honorable James Whitmore |

| | |
|---|---|
| Mr. Rory Starkey | City Attorney |
| Mr. Tony Phillips | City Administrator |
| Ms. Brenda B. James | City Clerk |

I. Meeting Called to Order: The Honorable Mayor Avery

II. Roll Call: City Clerk

III. Agenda Items:

1. Annual Comprehensive Financial Report for September 30, 2021 (Audit) by Mauldin & Jenkins

IV. Adjournment

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: Auditor's presentation of September 30, 2021 Annual Comprehensive Financial Report**

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

**Submitted: 09/19/2022** **Work Session: 09/26/2022** **Council Meeting: N/A**

**DEPARTMENT:** Finance

**BUDGET IMPACT: None**

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

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**PURPOSE:** To present the September 30, 2021 Annual Comprehensive Financial Report and findings.

**HISTORY:** At the end of each fiscal year, each municipality must have a comprehensive financial audit performed by a third party. Every fiscal year an Annual Comprehensive Financial Report must be completed to report all financial activities of the City and to ensure GAAP principles and all laws are being followed.

**FACTS AND ISSUES:** Mauldin & Jenkins, a third-party accounting firm will present the September 30, 2021 Annual Comprehensive Financial Report and their findings.

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** None

*Tony M. Phillips, City Administrator*

# City of Fairburn Council Meeting
# Agenda
# September 26, 2022
# 7:00 pm

## *The Honorable Mayor Mario Avery, Presiding*

The Honorable Mayor Pro-Tem Hattie Portis-Jones
The Honorable Allex Heath
The Honorable Ulysses J. Smallwood
The Honorable Linda J. Davis
The Honorable Pat Pallend
The Honorable James Whitmore

Mr. Rory Starkey — City Attorney
Mr. Tony Phillips — City Administrator
Ms. Brenda B. James — City Clerk

**I.** Meeting Called to Order: The Honorable Mayor Avery

**II.** Roll Call: City Clerk

**III.** Invocation: Pastor William O'Neal Sr., Living Word Church Ministries

**IV.** Pledge of Allegiance:

**V.** Presentations and Proclamations:

**VI.** Adoption of the City Council Agenda:

**VII.** Approval of the Minutes: Regular Council Meeting Minutes of September 12, 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. **Addition of Two Positions in Police Department (One Sergeant & One Corporal)**

**Recommendation:** The two positions will enhance the operational needs of the department by streamlining the chain of command. Staff recommends Mayor and Council approval of the two positions for the Police Department. **(Police Department)**

2. **Task Order #151 with Integrated Science & Engineering for GI/LID Program Activities**

   **Recommendation:** For Mayor and Council to approve Task Order #151 with Integrated Science & Engineering, Inc. for the 2022-2023 GI/LID Program Activities in the amount of $2,300 and authorize the Mayor to sign. **(Utilities/Stormwater)**

3. **Task Order #152 with Integrated Science & Engineering for NPDES Phase 1 Compliance Activities**

   **Recommendation:** For Mayor and Council to approve the Task Order #152 with Integrated Science & Engineering, Inc. for the 2022-2023 NPDES Phase 1 Compliance Activities in the amount of $23,500 and authorize the Mayor to sign. **(Utilities/Stormwater)**

4. **Task Order #153 with Integrated Science & Engineering for Impaired Waters Sampling of Whitewater Creek and Trickum Creek for the Annual NPDES Report**

   **Recommendation:** For Mayor and Council to approve the Task Order #153 with Integrated Science & Engineering, Inc. for the 2022-2023 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of $13,600 and authorize the Mayor to sign. **(Utilities/Stormwater)**

5. **Resolution to Enter into An Intergovernmental Agreement with Participating Cities For Sharing of Certain Cost Related to Local Option Sales Tax Negotiation with Fulton County.**

   **Recommendation:** For Mayor and Council to approve the Resolution to enter into an Intergovernmental Agreement with the other participating cities for sharing of cost to engage the Firms to provide certain services. Further the City of Sandy Springs will contract and make payments to the Firm and each participating city shall reimburse Sandy Springs pro rata as based on population. **(Mayor)**

X. **AGENDA ITEMS:**

6. **Agreement with Trees Unlimited**

   **Recommendation:** For Mayor and Council to approve the agreement with Trees Unlimited for the trimming/clearing of tree limbs and vegetation from around the overhead circuits in an amount not to exceed $75,000 and authorize the Mayor to sign. **(Utilities/Stormwater)**

7. **Ordinance to Increase Compensation for the Mayor and Council for the City of Fairburn**

   **Recommendation:** For Mayor and Council to adopt the ordinance to increase the compensation for the Mayor's salary from $18,000 to $27,000 yearly and Council Member's salary from $9,000 to $13,500. The increase would become effective January 2024. **(Mayor and Council)**

8. **Approval of the Classification and Compensation Study for City of Fairburn Staff**

   **Recommendation**: For Mayor and Council to approve the proposed Pay Plan Schedule, classifications and pay recommendations. **(Human Resources)**

9. **Amendment to the Contract of the City Administrator**

   **Recommendation**: For Mayor and Council to amend the contract of the City Administrator to include a 5% increase. This salary increase is in line with the classification and compensation study approved by Mayor and Council for all city staff. **(Mayor)**

**XI. Monthly Financial Report:**

**XII. City Administrator's Report:**

**XIII. Council Comments:**

**XIV. Adjournment:**

When an Executive Session is required, one will be called for the following issues:
**(1) Personnel (2) Real Estate** or **(3) Litigation**

City of Fairburn
Mayor and Council Meeting
Minutes
September 12, 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 B. James, City Clerk, found the following members present:

The Honorable Mayor Mario Avery

The Honorable Mayor Pro Tem Hattie Portis-Jones
The Honorable Linda J. Davis
The Honorable Alex Heath
The Honorable Pat Pallend
The Honorable Ulysses Smallwood
The Honorable James Whitmore

Also present was Assistant City Administrator Jamila Criss, City Administrator Tony Phillips, City Clerk Brenda B. James, Attorney Rory Starkey, and Assistant Attorney Serena Nowell.

III. Invocation: The invocation was led by City Administrator, Tony Phillips.

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 Councilman Smallwood. **The motion carried unanimously.**

VII. Approval of Minutes:

Councilwoman Davis made a motion to approve the August 22, 2022, Regular Council Meeting minutes as submitted with the second provided by Councilman Heath. **The motion carried unanimously.**

VIII. Public Comments:

Lee Walton resides at 43 Greene Street, Fairburn, Georgia. Mr. Walton is representing a small group of residents that live around the courthouse. They sent a letter to the City of Fairburn regarding the fire at the Campbell County Courthouse. He showed great appreciation for the fire department for their tirelessly efforts in putting the fire out. He thanked Mr. Tony Phillips for his responses to the email correspondence, and for making time to meet with him in person. They are interested in the future plans of the courthouse and is eager to participate.

Ellen Stegall resides at 120 Oak Street, Fairburn, Georgia. Ms. Stegall was concerned about Bay Street being blocked off for Landmark Christian School from 8:30 a.m. to 3:30 p.m. She asked that a four way stop sign be placed at Bay Street and Fayetteville Road, because there are too many accidents happening there. Ms. Stegall stated old trees are falling and asked to have the trees looked at and trimmed on Bay Street, Green Street, and Fayetteville Road. She spoke on speeders and people running the stop sign at Bay and Oak Street.

IX. Agenda Items:

**1. Creative Crosswalk Project**

Economic Director, Sylvia Abernathy presented this item and asked Mayor and Council to approve the Art Advisory Council and staff recommendation of artists to design and install creative crosswalk murals at four locations within the Downtown Historic Commercial District. A Call for Artists Request for Proposal was conducted in June 2022 and closed out on July 21, 2022. Four artists' proposals were received and reviewed by a committee of staff and the Art Advisory Council. Artists were selected based on experience, concept, artistic merit/quality, and fee proposals. The Art Advisory Council is recommending the artists and site locations; Jason Tetlak at Landmark Christian School, Rod Parker at Campbell Elementary School, and Naila Smith for Fairburn Youth Center and Duncan Park.

Councilman Heath made a motion to approve the proposed art designs and concepts for the Creative Crosswalk Project, with the second provided by Councilman Smallwood.

Mayor Pro Tem Portis-Jones asked for a timeline. Ms. Abernathy stated the timeline for implantation is over the next 30 days.

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

**2. Mural Installation**

Assistant City Administrator, Jamila Criss gave an overview and asked for approval for the installation of a painted mural by John Christian of Go Georgia Arts, Inc. on the side exterior wall of the building located at 41 West Broad Street, Fairburn, Georgia. She stated 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 and the grant was awarded in November 2019 but 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, Georgia, suitable and desirable for the placement of a mural.

Councilman Smallwood made a motion to approve the installation of a painted mural by John Christian of Go Georgia Arts, Inc. on the side exterior wall of the building located at 41 West Broad Street, with the second provided by Councilman Whitmore.

Mayor Pro Tem Portis-Jones asked how long the mural would last and asked about the maintenance requirements of the mural. Ms. Criss will follow up with the artist for the maintenance outlines and will let them know. Mayor Pro Tem Portis-Jones recommended that art

project painting be considered for the utility boxes located at crosswalks. Ms. Criss stated the Arts Advisory Committee is reviewing their project list and will bring that back to Council in October.

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

**3. Art Advisory Council Appointment**

The Art Advisory Council consist of seven (7) members, nominated and appointed by the Mayor of the City of Fairburn. Mayor Avery would like to appoint Fredrick Harper to replace the current vacancy left by Michael Sawicki. Mr. Harper has experience in the film industry and with non-profit organizations.

Councilman Heath made a motion to approve Mayor Avery's nomination of Fredrick Harper to the Art Advisory Council, with a second provided by Mayor Pro Tem Portis-Jones. **The motion carried unanimously.**

**4. Ordinance to Abolish Comp Leave Policy and Authorize Change to Leave Accruals**

TaLisha Champagne, Human Resources Director made the presentation. She said the Fire Department's shift personnel are assigned to a 24-hour shift and work a 28-day cycle, and has used comp time leave accrual in lieu of payment for overtime as a method to use accrued comp leave to take time off to care for self, a family member, and a child, or as a method to take vacation due to the low accrual rate within the annual leave and sick leave policy.

Mayor Pro Tem Portis-Jones made a motion to abolish the Compensatory Time Off Policy provision, authorize payout of the Fire personnel current balance of comp time leave, front load 72.0 hours of annual leave to Fire personnel assigned to a 24-hour shift, and authorize a new sick leave and annual leave accrual rate schedule that reflect years of service for all full-time employees, with the second provided by Councilman Heath. **The motion carried unanimously.**

**5. Resolution to Adopt the FY2022 Millage Rate**

Finance Director, Peterson David stated the City of Fairburn has a public hearing each fiscal year to allow citizens the opportunity to comment on the proposed millage rate. The meeting was held on August 22, 2022, for Mayor, Council and citizens to ask questions and voice any concerns. A millage rate must be set each year. The 2022 mills will be 1.46 mills for General Obligation (G.O.) Bonded Indebtedness and 8.1 mills for the millage rate, for a total of 9.56 mills.

Councilwoman Davis made a motion to approve the 2022 millage rate of 9.56 mills with the second provided by Councilman Heath. **The motion carried unanimously.**

**6. Ordinance to Adopt the FY 2022-2023 Budget**

Finance Director, Peterson David stated the City of Fairburn has held meetings open to the public to discuss the FY2022-2023 proposed budget. Work sessions were held on August 15th and 16th and a public hearing was held on August 22nd. These meetings allowed Mayor, Council, and citizens to ask questions and voice any concerns about the budget. Each fiscal year a balance

budget must be established for the City. The FY 2022-2023 budget will be $23,547,873 in general funds, $39,470,584 in other funds, for a total of $63,018,457.

Mayor Pro Tem Portis-Jones made a motion to approve the FY 2022-2023 Budget Ordinance in the amount of $63,018,457. The second was provided by Councilwoman Davis.

Mayor Pro Tem Portis-Jones asked what funds were included in the total of $39,470,584, other funds. Mr. David stated the following funds were included: Confiscated Fund, American Rescue Act Fund, Grant Fund, Tree Fund, Technology Fund, Hotel/Motel Tax, Capital Projects, Gold Bonds, TSPLOST, Water & Sewer, Stormwater, Water & Sewer Bond, Electric, Sanitation, and the Educational Complex.

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

## 7. GRPA Boost Grant Memorandum of Understanding

Parks & Recreation Director, Chapin Payne Scott presented this item and stated Fairburn Parks & Recreation received a reimbursable award of $59,000 through the Georgia Recreation and Park Association (GRPA) Building Opportunities Out-of-School Time (BOOST) Afterschool Program Grant. Our city was selected to operate a comprehensive afterschool program to help address the learning loss in Georgia for the 2022-2023 school year.

Mrs. Scott stated the Fairburn Parks & Recreation Department has developed an afterschool program designed to support students in building a stronger academic foundation. We will focus on bridging the educational gap through literacy enrichment, health and wellness, and STEAM programming. The BRIDGE Afterschool Program will include the following focus areas academic reinforcement, learning acceleration, health and wellness, character and leadership development, exposure, and innovation. This will allow us to continue to reengage youth by connecting them to opportunities that are critical needs. These focus areas will be led by certified instructors and qualified recreation staff.

Councilman Heath made a motion to approve the 2022-2023 Georgia Recreation and Parks Association BOOST Program MOU, with the second provided by Councilman Smallwood.

Mayor Pro Tem Portis-Jones asked if $59,000 was the total cost of the program. Mrs. Scott stated they have additional money in the Parks and Recreation budget to support supplies and will utilize the current staff, but the recreation dollars will support additional hiring of any staff members from local school systems and getting teachers from our feeder schools.

Councilman Heath asked if there would be programs offered for adults like ceramic classes, canning classes, quilting and art classes. He asked Mrs. Scott to get cost associated with those types of classes. Mrs. Scott stated they just concluded their Sensational Summer Senior Program which was a twelve-week program where we offered daily classes through arts and crafts, and other programs like candle making, jewelry making, we also had Senior's walking every Monday and Wednesday and they walked 713 miles. Resident, Ms. Honi Williams stated they offered chair exercising, cake decorating, made bags, planted flowers, water aerobics, learned how to cook with their canes, and walking. Mrs. Scott stated Fairburn Police Department led a senior women's self-defense class. Councilman Heath asked if there were a lot of

participation from the Seniors. Mrs. Scott stated yes, we have maxed out and wished we had more spaces available and thanked Mayor and Council for supporting their first Sensational Summers Program for seniors.

Councilman Whitmore asked Mrs. Scott to help identify the need for a community center in Fairburn. Mrs. Scott stated our community has a need for a large community space. Our Parks Master Plan includes staff engagement, Mayor and Council engagement, and community engagement to help develop a space that everyone can come to. It is focused on youth, seniors and the community. We want classroom space to teach life skills. Our outdoor swimming pool has been a blessing to our community and would like to add some type of indoor aquatics activity.

Mayor Avery thanked Council and stated we still have a few things we must address and still grow as a city. He is excited about Duncan Park and would like to see a park on the other side of Hwy 74.

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

**8. Resolution for 2022 Fulto9n County Multi-Jurisdictional Hazard Mitigation Plan**

Fire Chief, Cornelius Robinson stated the Federal Disaster Mitigation Act of 2000 (DMA) provides the legal framework for (FEMA) mitigation, planning requirements for state, local and tribal governments as a condition of mitigation grant assistance. It has been determined the best interest of the citizens of the City of Fairburn is for the city to adopt the 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan revised by AFCEMA based on the hazard mitigation assistance planning.

A motion was made by Councilman Heath to approve a Resolution authorizing the City of Fairburn adoption of the 2022 Fulton County Multi-Jurisdictional Hazard Mitigation Plan, with the second provided by Councilwoman Davis. **The motion carried unanimously.**

**9. Portable Modular Building for Temporary Fire Station on Bohannon Road**

Fire Chief, Cornelius Robinson stated due to the major growth of the city and the extended response times of fire and rescue apparatus, we have an emergency need to put a fire station in place on the eastside of the city for better service and fire protection for our citizens and businesses. The 56 x 56 modular building built by Satellite Shelters Inc. will serve the eastern side of the city as a temporary location while Fire Station 23 is under construction. This will greatly improve our fire service response times.

Councilman Pallend made a motion to approve the purchase and installation of a portable modular building for a temporary fire station on Bohannon Road in the amount of $274,571, with the second provided by Mayor Pro Tem Portis-Jones.

Councilwoman Davis asked how long the temporary building would be in use once Fire Station 23 has been completed. Mr. Robinson stated it is hard to say when the new Fire Station will be completed, but we are hoping within 10 to 12 months. City Administrator, Tony Phillips, stated we must bid out the architectural design which is already underway and there's other contractual

things we must bid out and then with the construction process itself, weather delays and things of that nature. Chief Robinson said this modular unit can be repurposed, so it is not a one-time use. We are growing as a city and if we continue to grow at the rate since the last census, the likelihood is by the time we finish Fire Station 23, it will be time to talk about Fire Station 24. This modular unit can be relocated as we need to deploy it to ensure we have adequate fire safety across the city, so it's not a singular investment for this instance, but will be useful to the city moving forward which will also help us to maintain our ISO rating.

Councilman Whitmore asked if there would be a fire truck housed with the modular building and if it was big enough to enclose the fire truck. Chief Robinson stated yes, a fire truck will be housed there and would need to ask Mr. Dana Smith for more details. Mr. Phillips stated there is an adjacent structure there to cover the fire truck.

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

Mayor Avery asked Mr. Phillips to comment on the old Campbell County Courthouse. Mr. Phillips provided an update on the fire at the Campbell County Courthouse along with steps that have been taken. He acknowledged and congratulated our fire department; they did an outstanding job over a 24-hour period. We immediately responded as soon as we were aware of the fire and contacted a fire mitigation vendor. Within 24 hours, we had the facility boarded, fenced and had onsite a generator to power dehumidifiers. We wanted to quickly stabilize the building, there were thousands of gallons of water poured into that structure and we had to dry that out quickly. We've engaged with our fire marshal along with the State Fire Marshal, which has launched an investigation as to the cause of the fire. We have engaged Travelers Insurance, so the claim process is underway. We have not changed anything because of the fire investigation and the insurance claim, you can't go in and start moving things around until the investigation is complete. We've made an intentional effort along with the fire staff to be responsive to the community. The Campbell County Courthouse has a long 151-year history in the city and have a lot of residents who are deeply connected. We don't know what the future of the facility will be, but we will provide elected officials a full assessment of the structural integrity of the building. We've engaged through a task order with Atlas to have structural engineers come on site to do a complete assessment. You will see in the near future a full report on the status of the building, to see if it structurally sound, can it be renovated and if so, what does a path forward look like. We will continue to be transparent for the residents that immediately surround the Campbell County Courthouse.

X. Council Comments:

Mayor Pro Tem Portis-Jones stated she appreciates the work and effort of the fire department regarding the old Campbell Courthouse fire and was devastated to learn of the damages. She was very happy to know that the neighbors around the building and the community at large want to work with us to do everything possible to restore that building. She thanked staff and Mr. Peterson David for the outstanding budget process.

Councilman Whitmore had no comments.

Councilman Pallend had no comments.

Councilman Heath thanked everyone for coming out tonight and asked if there were grants with the State of Georgia available for historical sites so they could renovate the Campbell Courthouse.

Councilman Smallwood thanked everyone for coming out tonight and thanked the Art Council for bringing beauty to the city. He mentioned the concern of speeders and feels it is a concern and wants that looked into. There are a lot of bus stops and kids, so the presence of the police department is needed.

Councilwoman Davis thanked the Chief of Police for looking into the speeders on Hwy 92 and wanted them to know they are doing a great job.

Mayor Avery congratulated Chapin Payne Scott on her recent marriage, she had a beautiful wedding ceremony. He asked for prayer for one of our employees that will have surgery tomorrow and asked for prayers for the two officers and their families that lost their lives in the City of Marietta. We are three Saturdays away from the biggest event in the city, the Fairburn Festival, please go to the website and look at the times, we are hoping to make a mark for decades to come.

XI. Executive Session:

Councilman Pallend made a motion to go into executive session to discuss litigation with the second provided by Councilman Smallwood. **The motion carried unanimously.**

Councilwoman Davis made a motion to exit Executive Session with the second provided by Councilman Smallwood. **The motion carried unanimously.**

Councilman Smallwood made a motion to approve the authorization request regarding Fairburn vs. Greenland to increase the settlement by $100,000 for the Howell Avenue extension project on condemnation negotiations to Attorney Jack Hancock. The second was provided by Councilwoman Davis. **The motion carried unanimously.**

XII. Adjournment:

Councilwoman Davis made a motion to adjourn the meeting with Councilman Heath providing the second. The meeting adjourned at 8:30 p.m. **The motion carried unanimously.**

_____ _____

Brenda B. James, City Clerk Mario Avery, Mayor

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT:** Addition of two positions (one Sergeant and one Corporal)

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

**Submitted: 09-19-2022** **Work Session: N/A** **Council Meeting: 09-26-2022**

**DEPARTMENT:** Police

**BUDGET IMPACT:** FY 2023 at a cost of $128,633

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

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**PURPOSE:** To add two positions that will enhance the operational needs of the department by streamlining the chain of command.

**HISTORY:** The current layout of the agency dates back to when the Department had 36 officers, not the current 44.

**FACTS AND ISSUES:** The Police Department is in need of these positions to enhance the delivery of services to the citizens of Fairburn.

**FUNDING SOURCE:** FY 2023 at a cost of $128,633. From Salaries 100-3200-51-1100 ($100,770), Group Insurance 100-3200-51-2100 ($20,154), and FICA 100-3200-51-2200 ($7,709).

**RECOMMENDED ACTION:** Staff requests Council approval of two positions for the Police Department.

*Tony M. Phillips, City Administrator*

CITY OF FAIRBURN
Police Department

| Current FY23 Police Positions | | Request | Final Total |
|---|---|---|---|
| *Job Title* | *Count* | *Count* | *Count* |
| Police Chief | 1 | | 1 |
| Police Deputy Chief | 1 | | 1 |
| Police Captain | 1 | | 1 |
| Police Lieutenant | 4 | | 4 |
| Police Sergeant | 6 | 1 | 7 |
| Police Detective | 3 | | 3 |
| Police Corporal | 4 | 1 | 5 |
| Senior Police Officer | 5 | | 5 |
| Police Officer | 19 | | 19 |
| Police Budget/Purchasing Assistant | 1 | | 1 |
| Police Administrative Aide | 4 | | 4 |
| Police GCIC Clerk | 1 | | 1 |
| **Total Police Positions** | **50** | **2** | **52** |

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #151 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2022-2023 GI/LID PROGRAM ACTIVITIES**

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

**Submitted: 09/13/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be $2,300. The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

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

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**PURPOSE:** For Mayor and Council to approve Task Order #151 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 GI/LID Program Activities in the amount of $2,300.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14th , 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** This task order was prepared to assist the City of Fairburn with the City's annual Green Infrastructure/ Low-Impact Development (GI/LID) program to maintain compliance with the NDPES MS4 Phase I permit. The City of Fairburn has 3 GI/LID structures identified on the GI/LID Inventory.

**FUNDING SOURCE:** The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #151 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 GI/LID Program Activities and authorize the Mayor to sign the Task Order in the amount of $2,300.

*Tony M. Phillips, City Administrator*

INTEGRATED Science & Engineering

# TASK ORDER FORM

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

| | | | |
|---|---|---|---|
| **To:** | John Martin | **Date:** | July 14, 2022 |
| **Company:** | City of Fairburn | **From:** | Jason Ray, GISP |
| **Address:** | 56 Malone Street<br>Fairburn, Georgia | **Copy to:** | file |
| **Project:** | 2022-2023 GI/LID Program Activities | **TOF #:** | 151 |

## BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has prepared this Task Order Form (TOF) in accordance with the terms and conditions in our Master Services Agreement dated August 14, 2017. This TOF has been prepared to assist the City of Fairburn (City) with City's annual Green Infrastructure / Low-Impact Development (GI/LID) program to maintain compliance with their NDPES MS4 Phase I permit.

## SCOPE OF SERVICES

***Task 1 – GI/LID Inventory***

As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually update the GI/LID Inventory with any newly constructed GI/LID structures. ISE will work with City staff in the Community Development Department to identify all newly constructed GI/LID structures. For any newly constructed GI/LID structures identified, ISE will revise the existing GI/LID Inventory to include the structure location, structure type, structure practice, and structure ownership.

***Task 2 – GI/LID Inspections***

As required by the City's approved Stormwater Management Plan (SWMP), the City shall inspect 100% of the privately owned non-residential and publicly owned GI/LID structures during the 5-year permit period. Additionally, the City shall annually inspect a minimum of 5% of the total number of GI/LID structures identified on the GI/LID Inventory. At this time, the City has 3 GI/LID structures that need to be inspected during the 2022-2023 period.

The GI/LID inspection checklist applicable to the specific GI/LID practice (included as part of the City's GI/LID Program) will be used during all inspections. If any poor condition(s) are documented during the inspection process, ISE will notify the City, as well as the property owner, of the condition(s) requiring maintenance.

## SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 will be completed by December 30, 2022. Task 2 will be completed by April 30, 2023.

## FEE ESTIMATE

| Task | Contract Amount |
|---|---|
| Task 1 – GI/LID Inventory | $ 300 (Lump Sum) |
| Task 1 – GI/LID Inspections | $2,000 (Lump Sum) |
| **Total Contract Amount** | **$2,300** |

## AUTHORIZATION

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

| City of Fairburn | | Integrated Science & Engineering, Inc. | |
|---|---|---|---|
| Signature: | _____ | Signature: |  |
| Name: | _____ | Name: | Jason Ray, GISP |
| Title: | _____ | Title: | Principal |
| Date: | _____ | Date: | July 14, 2022 |

## What is LID & GI?

**Green Infrastructure (GI)** includes both natural features such as forests and wetlands as well as engineered landscapes that mimic these natural processes like a rain garden.

**Low Impact Development (LID)** works to preserve the natural landscape and minimize impervious surfaces to keep stormwater close to the source and use it as a resource rather than a waste product.

Together, LID and GI not only manage stormwater and improve ground water supplies, but also offer many free ecosystem services including cleaner air and water, flood control, shade and energy savings, recreational opportunities, and enhanced property values and quality of life. Preserving our existing GI is our first line of defense against climate impacts such as increased storm frequency and intensities as well as achieving long-term cost savings.

**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% |

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #152 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2022-2023 NPDES PHASE I COMPLIANCE ACTIVITIES**

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

**Submitted: 09/13/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be $23,500. The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

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

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**PURPOSE:** For Mayor and Council to approve Task Order #152 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 NPDES Phase I Compliance Activities in the amount of $23,500.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14th, 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. This task order is to conduct Phase I MS4 inspections of storm drain structures in the Deep Creek watershed, inspect 20% of industrial facilities, document conditions and produce the required reports for the City's 2022-2023 Phase I NPDES MS4 Annual Report.

**FUNDING SOURCE:** The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #152 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 NPDES Phase I Compliance Activities and authorize the Mayor to sign the Task Order in the amount of $23,500.

*Tony M. Phillips, City Administrator*

INTEGRATED Science & Engineering

# TASK ORDER FORM

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

| | | | |
|---|---|---|---|
| **To:** | John Martin | **Date:** | July 14, 2022 |
| **Company:** | City of Fairburn | **From:** | Jason Ray, GISP |
| **Address:** | 56 Malone Street<br>Fairburn, Georgia | **Copy to:** | |
| **Project:** | 2022-2023 NPDES Phase I Compliance Activities | **TOF #:** | 152 |

## BACKGROUND

Integrated Science & Engineering, Inc. (ISE) has prepared this Task Order Form (TOF) in accordance with the terms and conditions in our Master Services Agreement dated August 14, 2017. This TOF has been prepared to assist the City of Fairburn (City) with City's annual NDPES Phase I compliance efforts.

## SCOPE OF SERVICES

***Task 1 – Reporting Period Documentation Assistance***

Previously, Annual Report's have been late or on time with missing documentation. It has been our experience that with the reporting period ending at the beginning of summer, acquiring all documentation can be time consuming and staff may be on vacation. In order to assist the City with documentation collection and to ensure that all elements of the SWMP are being completed, ISE will assist the City on a monthly basis, starting January 2023. This will help facilitate the documentation collection process and ensure an on time and complete Annual Report. It is anticipated that ISE will work with multiple City departments.

***Task 2 – Phase I MS4 Inspections***

Based on the City's approved Stormwater Management Plan referenced in the National Pollutant Discharge Elimination System (NPDES) Phase I MS4 permit, the City is required to inspect all catch basins, storm pipes, and ditches in the 2022-2023 sector. All information will be recorded in a GIS database and then processed in the office to produce the required inspection forms. Please note that all work will be performed digitally and no hard copies are proposed as part of this effort. The data will be produced in a PDF format document and provided to the City for inclusion in the City's annual report due on June 15, 2023.

***Task 3 – Dry Weather Screening***

In accordance with the City's approved SWMP, the City is required to complete Dry Weather Screening on 20% of the total number of outfalls within the city limits that outfall to Waters of the State annually. ISE will conduct Dry Weather Screening of the defined outfalls for the City during the 2022-2023 reporting period.

Dry weather screening will be performed according to the City's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall

visited and inspected. The checklists will be delivered in a format that can be easily inserted into the City's NPDES Phase I 2022-2023 Annual Report. Additionally, this task will include preparation of a map for insertion into the annual report outlining the outfalls screened as part of this effort. This effort will constitute Level 1 visual screening.

If a dry weather discharge is present, the discharge will be tested per EPD requirements for pH level and specific conductivity utilizing an in-situ water quality meter and field observations noted. Additionally, a sample will be collected and analyzed for fluoride, surfactants, and fecal coliform (under certain circumstances) by a laboratory (Analytical Environmental Services). This effort will constitute Level 2 in-situ water quality screening.

Source Tracing
Source tracing activities will need to be undertaken if the dry weather screening data indicates that there is a potential water quality impairment present (see parameters above). The City will be notified immediately if the in-situ parameters or visual observations indicated that there is a potential illicit discharge prior to beginning any source tracing activities. ISE will not initiate source tracing activities without prior authorization of the City.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase I permit requires that the City source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the City is only required to document the activities undertaken and the findings. A checklist will be filled out for each source tracing exercise. The checklist will be in a format that can be easily inserted in the City's 2022-2023 NPDES Phase I Annual Report.

In the event that ISE performs a source tracing work effort. The estimated cost for ISE to conduct the work will be based on a "per source tracing exercise", not to exceed three hours of field time by the ISE staff person. If the illicit discharge source cannot be clearly identified within a three-hour time frame, the work will be documented and provided to the City for possible further investigation.

***Task 4 – HVPS Inspections***
As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the HVPS inventory. Additionally, the City shall annually inspect 20% of the total number of HVPS facilities identified on the inventory.

The standard facility inspection checklist (included as part of the City's SWMP) will be used during all inspections. If any violations are documented during the inspection process, ISE will notify the City, as well as the property owner, of the violation and provide recommendations on fixing the violation.

***Task 5 – Industrial Inspections***
As required by the City's approved Stormwater Management Plan (SWMP), the City shall annually review and add any new businesses to the Industrial inventory. Additionally, the City shall annually inspect 20% of the total number of Industrial facilities identified on the inventory.

The standard facility inspection checklist (included as part of the City's SWMP) will be used during all inspections. If any violations are documented during the inspection process, ISE will notify the City, as well as the property owner, of the violation and provide recommendations on fixing the violation.

***Task 6 – Phase I Annual Report***

ISE will work with City staff to collect information on programs implemented during the 2022 – 2023 reporting period. ISE will then develop the Annual report for submittal to the EPD. The Annual Report will be submitted to the EPD by the due date of June 15, 2023. EPD comments on the Annual Report will be addressed hourly.

**SCHEDULE**

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 -Task 5 will be completed by April 30, 2023. Task 6 will be completed by June 15, 2023.

**FEE ESTIMATE**

| Task | Contract Amount |
|---|---|
| Task 1 – Reporting Period Documentation Assistance | $2,500 (Lump Sum) |
| Task 2 – Phase I MS4 Inspections | $10,200 (Lump Sum) |
| Task 3 – Dry Weather Screening | $1,600 (Lump Sum) |
| In-Situ Screening ($110/Outfall) | (If Required) |
| Source Tracing (Hourly) | (If Required) |
| Task 4 – HVPS Inspections | $1,500 |
| Task 5 – Industrial Inspections | $1,300 |
| Task 6 – Phase I Annual Report | $5,200 (Lump Sum) |
| Task 6.1 – EPD Comments | $1,200 (Hourly, NTE) |
| **Total Contract Amount** | **$23,500** |

## AUTHORIZATION

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

| City of Fairburn | | Integrated Science & Engineering, Inc. | |
|---|---|---|---|
| Signature: | _____ | Signature: |  |
| Name: | _____ | Name: | Jason Ray, GISP |
| Title: | _____ | Title: | Principal |
| Date: | _____ | Date: | July 14, 2022 |

**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% |

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF TASK ORDER #153 WITH INTEGRATED SCIENCE & ENGINEERING FOR THE 2022-2023 IMPAIRED WATERS SAMPLING OF WHITEWATER CREEK AND TRICKUM CREEK FOR THE ANNUAL NPDES REPORT**

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

**Submitted: 09/13/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** Utilities (Stormwater)

**BUDGET IMPACT:** The budget impact of this task order will be $13,600. The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

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

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**PURPOSE:** For Mayor and City Council to approve Task Order #153 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 Impaired Waters Sampling of Whitewater Creek and Trickum Creek in the amount of $13,600.

**HISTORY:** The City of Fairburn entered into a Master Services Agreement with Integrated Science & Engineering, Inc. (ISE) on August 14th, 2017 for professional engineering and consulting services.

**FACTS AND ISSUES:** The agreement with ISE was approved with the understanding that task orders associated with civil engineering, water, wastewater and water resourced engineering would be issued on an as need basis. All results will be provided in an Annual Water Quality Monitoring Report and included in the City's 2022-2023 Phase I NPDES MS4 Annual Report.

**FUNDING SOURCE:** The proposed expenditures will come out of the Stormwater Account (506-0000-52-1200).

**RECOMMENDED ACTION:** Staff recommends that the City Council approve the Task Order #153 with Integrated Science & Engineering, Inc. (ISE) for the 2022-2023 Impaired Waters Sampling of Whitewater Creek and Trickum Creek and authorize the Mayor to sign the Task Order in the amount of $13,600.

*Tony M. Phillips, City Administrator*

INTEGRATED Science & Engineering

# TASK ORDER FORM

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

| | | | |
|---|---|---|---|
| **To:** | John Martin | **Date:** | July 14, 2022 |
| **Company:** | City of Fairburn | **From:** | Jason Ray, GISP |
| **Address:** | 56 Malone Street<br>Fairburn, Georgia | **Copy to:** | |
| **Project:** | 2022-2023 Impaired Waters Sampling | **TOF #:** | 153 |

## BACKGROUND

This TOF has been prepared to assist the City of Fairburn (City) with water quality sampling in Whitewater Creek and Trickum Creek. The City's NPDES Phase I MS4 Stormwater Permit (#GAS000115) and the Metropolitan North Georgia Water Planning District requires Fairburn to perform water quality monitoring on 305(b)/303(d) listed waterways within the City. Whitewater Creek is listed for a Biota impairment and Fecal Coliform Bacteria. Additionally, Trickum creek is listed for a Biota impairment.

## SCOPE OF SERVICES

***Task 1 – Water Quality Monitoring Program and Training***

Monitoring Locations

ISE will monitor Whitewater Creek at Milam Road per the approved Impaired Waters Monitoring Plan. Additionally, Trickum Creek will be monitored at Landrum Road per the approved Impaired Waters Monitoring Plan.

Physical and Chemical Parameters

Sampling and analysis or in place (*in situ*) measurements will be performed for the water quality parameters listed below as well as Total Suspended Solids and Fecal Coliform Bacteria.

| Parameter | Analysis | Rationale |
|---|---|---|
| Water Temperature | *In situ* (1) | Water temperature will vary naturally with seasonal changes in air temperature but can be altered by human activity |
| Dissolved Oxygen (DO) | *In situ* (1) | Measures oxygen content of water which is essential for respiration of aquatic organisms. Oxygen in water can be depleted by pollutants especially those associated with wastewater. |
| Turbidity | *In situ* (1) | Measures the clarity of water which is often associated with the amount of suspended sediments. |
| Conductivity | *In situ* (1) | Measure of the ability of water to pass an electrical current which is affected by the concentration of inorganic dissolved solids |

| | | |
|---|---|---|
| pH | *In situ* (1) | pH directly influences the amount of chemical constituents that can be dissolved in water (solubility). |

(1) *In situ* measurements will be measured directly from the stream with a Horiba U-52 Multi Water Quality Checker

Whitewater Creek Sampling Schedule

*Fecal Coliform Bacteria*

Per new requirements set for the in the permit issued June 11, 2019, sampling will be performed to calculate four (4) geometric means per year requiring a total of 16 sampling events. Each geometric mean requires four (4) samples to be collected over a 30-day period. ISE will conduct two (2) geomeans during the winter period (November through April) and two (2) geomeans during the summer period (May through October) each year. Sampling will be performed without regard to weather conditions (dry or wet weather) and ideally will be performed once per week on the same day for four consecutive weeks per geometric mean.

*Total Suspended Solids (TSS)*

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

Trickum Creek Sampling Schedule

*Total Suspended Solids (TSS)*

Water quality monitoring will be conducted during six (6) wet weather events and two (2) dry events per year. Three (3) wet events and one (1) dry event will be monitored during the summer period from (May – October) and three (3) wet and one (1) dry event during the winter period from (November – April). This sampling frequency is in accordance with the Long-term Ambient Trend Monitoring procedures described in the Metropolitan North Georgia Water Planning District's Standards and Methodologies for Surface Water Monitoring.

***Task 2 – Microbial Source Tracing (MST)***

Previously, the City conducted a stream walk of Whitewater Creek. Recently EPD recommended that the stream walk BMP be removed and replaced with an activity that will help address the pollutant of concern (POC) fecal coliform. The U.S. EPA has approved the MST methodology for determining the source of fecal pathogen contamination in environment samples. MST could identify the cause of fecal coliform pathogen, which in turn could assist the City in deciding future BMPs to reduce the contamination.

***Task 3 – Water Quality Report***

The monitoring results will be evaluated and compared to any baseline and previous data. A summary of the monitoring results and water quality evaluation will be provided in an Annual Water Quality Monitoring Report and included in the City's 2022-2023 Phase I NPDES MS4 Annual Report.

## SCHEDULE

ISE will begin work immediately after receiving authorization from the City of Fairburn. Task 1 and Task 2 will be completed by April 30, 2023. Task 3 will be completed by June 15, 2023.

## FEE ESTIMATE

| Task | Contract Amount |
|---|---|
| Task 1 – Water Quality Monitoring Program | $8,800 (Lump Sum) |
| Task 2 – Microbial Source Tracing | $2,700 (Lump Sum) |
| Task 3 – Water Quality Report | $2,100 (Lump Sum) |
| **Total Contract Amount** | **$13,600** |

## AUTHORIZATION

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

| City of Fairburn | | Integrated Science & Engineering, Inc. | |
|---|---|---|---|
| Signature: | _____ | Signature: |  |
| Name: | _____ | Name: | Jason Ray, GISP |
| Title: | _____ | Title: | Principal |
| Date: | _____ | Date: | July 14, 2022 |

**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. AVERA

(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% |

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PARTICIPATING CITIES FOR SHARING OF CERTAIN COST RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA**

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

**Submitted: 09/21/2022** **Council Meeting: 09/26/2022**

**DEPARTMENT: Mayor**

**BUDGET IMPACT:**

---

**PURPOSE:** The participating cities have determined that it is to their mutual advantage and benefit for each city to share the cost of engaging the Firms to provide certain services and have further determined that the City of Sandy Springs shall contract with and make payments to the Firms for such services and each participating city shall reimburse Sandy Springs pro rata based on population, as described.

**Recommendation:** For Mayor and Council to approve the Resolution to enter into an Intergovernmental Agreement with the other participating cities for sharing of certain cost related to Local Option Sales Tax Negotiations with Fulton County. **(Mayor)**

Tony M. Phillips, City Administrator

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION NO:_____

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SANDY SPRINGS, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF UNION CITY, GEORGIA (THE "PARTICIPATING CITIES"), FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY, GEORGIA; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**

**W I T N E S S E T H:**

**WHEREAS**, the local option sales tax ("LOST") is a one percent (1%) sales tax activated by a local referendum and imposed on the purchase, sale, rental, storage, use, or consumption of tangible personal property and related services; and

**WHEREAS**, Georgia law (O.C.G.A. §48-8-81) creates 159 special districts in Georgia for the purpose of levying a LOST and each of such special districts corresponds with one of Georgia's 159 counties; and

**WHEREAS**, in each special district where LOST is imposed, the counties and qualified municipalities enter into a distribution agreement that identifies each local government that will receive a portion of the sales tax revenues and lists the percentage that each local government will receive; and

**WHEREAS**, proceeds from LOST are collected by the Georgia Department of Revenue ("DOR") and disbursed directly to the counties and qualified municipalities based upon the distribution agreement; and

**WHEREAS**, LOST revenues are used by the qualified municipalities to fund services such as public safety, parks and recreation, municipal courts, and other local government services, and by counties to fund state-mandated services like county courts, jails, health departments, and other services; and

**WHEREAS**, LOST is one of the most significant sources of revenue for municipal governments in Georgia, second only to the property tax; and

**WHEREAS**, Fulton County constitutes one of the special districts in Georgia and is currently a party to a distribution agreement with qualified municipalities within Fulton County to share LOST proceeds based on a population-based formula; and

**WHEREAS**, Georgia law requires periodic renegotiation of the LOST distribution certificate based on specific triggering events, one being the decennial census; and

**WHEREAS**, with the release of the 2020 census data, all counties and municipalities that currently impose a LOST are required to begin to renegotiate the distribution certificate for the proceeds of the tax on or before July 1, 2022, and negotiations must conclude in a new distribution certificate filed with DOR by December 30, 2022; and

**WHEREAS**, pursuant to Georgia law, Fulton County and the Participating Cities have begun discussions and are currently in the process of renegotiating the distribution agreement and how the revenue is to be distributed among them; and

**WHEREAS,** there is disagreement among Fulton County and the Participating Cities as to how the LOST proceeds should be apportioned; and

**WHEREAS**, if a new distribution agreement is not reached by December 30, 2022, LOST will cease to be collected in Fulton County until a new referendum authorizing LOST is approved, with the possibility that the Participating Cities could lose a substantial revenue stream estimated between $2 billion and $3 billion; and

**WHEREAS**, the Participating Parties desire to develop and implement a campaign effort to educate and prepare the public regarding this potential loss of revenue and to advocate for citizens to engage their Fulton County commissioners, informing them of the need to reach an agreement for an equitable split of LOST revenues; and

**WHEREAS**, to advance that effort, the Participating Cities desire to engage Robinson Republic, LLC/Ohio River South, Inc. and Bedrock Advocacy ("Firms"), full-service management and consulting services firms experienced in such campaigns; and

**WHEREAS**, the Participating Cities have determined that it is to their mutual advantage and benefit for each Participating City to share the cost of engaging the Firms to provide certain services, as more particularly described herein, and have further determined that the City of Sandy Springs ("Sandy Springs") shall contract with and make payment to the Firms for such services and that each Participating City shall reimburse Sandy Springs pro rata based on population, as more particularly described herein; and

**WHEREAS**, the Constitution of the State of Georgia provides, in Article IX, Section III, Paragraph I, subparagraph (a), that any county or municipality of the State of Georgia may contract

for any period not exceeding fifty (50) years, with each other or with any other public agency, public corporation, or public authority for the provision of services, or for the joint or separate use of facilities or equipment when such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

**WHEREAS**, it is the desire of the City of Fairburn to enter into the proposed cost-sharing Agreement pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3; and

**WHEREAS**, the City, after due consideration, has determined that it is in the best interest of the city to enter into the cost-sharing Agreement.

**NOW THEREFORE BE IT RESOLVED that** the Mayor is authorized to execute the cost-sharing Agreement, in substantially the form attached hereto as Exhibit "A".

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

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

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

This ____ day of _____, 2022.

_____
Mario B. Avery, Mayor

ATTEST:

_____
Brenda B. James, City Clerk

APPROVED AS TO FORM:

_____
Rory K. Starkey, City Attorney

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF ALPHARETTA, GEORGIA, CITY OF ATLANTA, GEORGIA, CITY OF CHATTAHOOCHEE HILLS, GEORGIA, CITY OF COLLEGE PARK, GEORGIA, CITY OF EAST POINT, GEORGIA, CITY OF FAIRBURN, GEORGIA, CITY OF HAPEVILLE, GEORGIA, CITY OF JOHNS CREEK, GEORGIA, CITY OF MILTON, GEORGIA, CITY OF MOUNTAIN PARK, GEORGIA, CITY OF PALMETTO, GEORGIA, CITY OF ROSWELL, GEORGIA, CITY OF SANDY SPRINGS, GEORGIA, CITY OF SOUTH FULTON, GEORGIA, and CITY OF UNION CITY, GEORGIA (THE "PARTICIPATING CITIES"), FOR SHARING OF CERTAIN COSTS RELATED TO LOCAL OPTION SALES TAX NEGOTIATION WITH FULTON COUNTY**

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF THE AGREEMENT FOR THE TRIMMING AND CLEARING OF TREE LIMBS/VEGETATION FROM AROUND THE OVERHEAD CIRCUITS TO TREES UNLIMITED FOR THE AMOUNT NOT TO EXCEED $75,000**

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

**Submitted: 09/07/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** Utilities (Electric)

**BUDGET IMPACT:** The FY23 budget impact will not exceed over $75,000. The proposed expenditures will come out of the FY23 Electric Account (510-0000-52-2270).

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

---

**PURPOSE:** For Mayor and Council to approve the trimming and clearing of tree limbs/vegetation from around the overhead circuits to Trees Unlimited for the amount to not exceed $75,000.

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

**FACTS AND ISSUES**: The completion of this service will prevent numerous of power outages due to overgrowth of vegetation near power lines. This agreement will allow for three (3) months and two (2) weeks of tree trimming service effective October 1, 2022.

**FUNDING SOURCE:** The proposed expenditures will come out of the FY23 Electric Account (510-0000-52-2270).

**RECOMMENDED ACTION:** Staff recommends that City Council approve the agreement for the trimming/clearing of tree limbs and vegetation from around the overhead circuits to Trees Unlimited and authorize the Mayor to sign the agreement for the amount not exceed $75,000.

*Tony M. Phillips, City Administrator*

*Beauty through trees*

# TREES UNLIMITED

October 1, 2022

City of Fairburn Contract Proposal

Trees Unlimited would like to continue servicing the City of Fairburn. Our proposed rate continues to be $135/Hr., which is all inclusive (with equipment costs, including a 55' bucket truck, chip truck, and chipper). This price includes a three man crew (Foreman, Trimmer, and Groundsman). We look forward to working with you and servicing your area. Thank you for your continued support!

Sawyer Hicks

Sawyer Hicks
Vice President
Trees Unlimited

10-01-22

Date

City of Fairburn Representative

Date

P.O. BOX 10 • CAVE SPRING, GEORGIA 30124 • PHONE 706-777-9777 • FAX 706-777-1633

MEMBER: INTERNATIONAL SOCIETY OF ARBORCULTURE • NATIONAL ARBORIST ASSOCIATION • SOUTHERN ARBORIST ASSOCIATION

## 2022-2024 Recommendation
## Electric Right of Way Clearing
## and Maintenance Service

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

*Hourly rate, 3 Man Crew as specified

**Contact Info:**

| | | |
|---|---|---|
| Trees Unlimited | Sawyer Hicks | (706) 512-7222 |
| W. A. Kindall | Craig Faulk | (770) 235-6344 |
| ECG | Shannon Compton | (770) 689-8984 |

# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

| | |
|---|---|
| PRODUCER<br>STARR-MATHEWS AGENCY<br>108 North Court St.<br>P. O. Box 188<br>Calhoun GA 30703-0188 | CONTACT NAME: Ashley Mears<br>PHONE (A/C, No, Ext): (706) 629-4441 FAX (A/C, No): (706) 629-3631<br>E-MAIL ADDRESS: amears@starrmathews.com |
| INSURED<br>W. E. Hicks Inc., DBA: Trees Unlimited<br>PO Box 10<br>Cave Spring GA 30124 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Selective Way Ins Co — 26301<br>INSURER B: American Interstate Insurance Company<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | S 2366864 | 06/30/2021 | 06/30/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[ ] HIRED AUTOS ONLY<br>[ ] SCHEDULED AUTOS<br>[ ] NON-OWNED AUTOS ONLY | | | S 2366864 | 06/30/2021 | 06/30/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 0 | | | S 2366864 | 06/30/2021 | 06/30/2022 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 1,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y] Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | AWCGA3005392021 | 06/30/2021 | 06/30/2022 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

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

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

**CERTIFICATE HOLDER**

City of Fairburn
56 Malone St. SW
Fairburn GA 30213

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

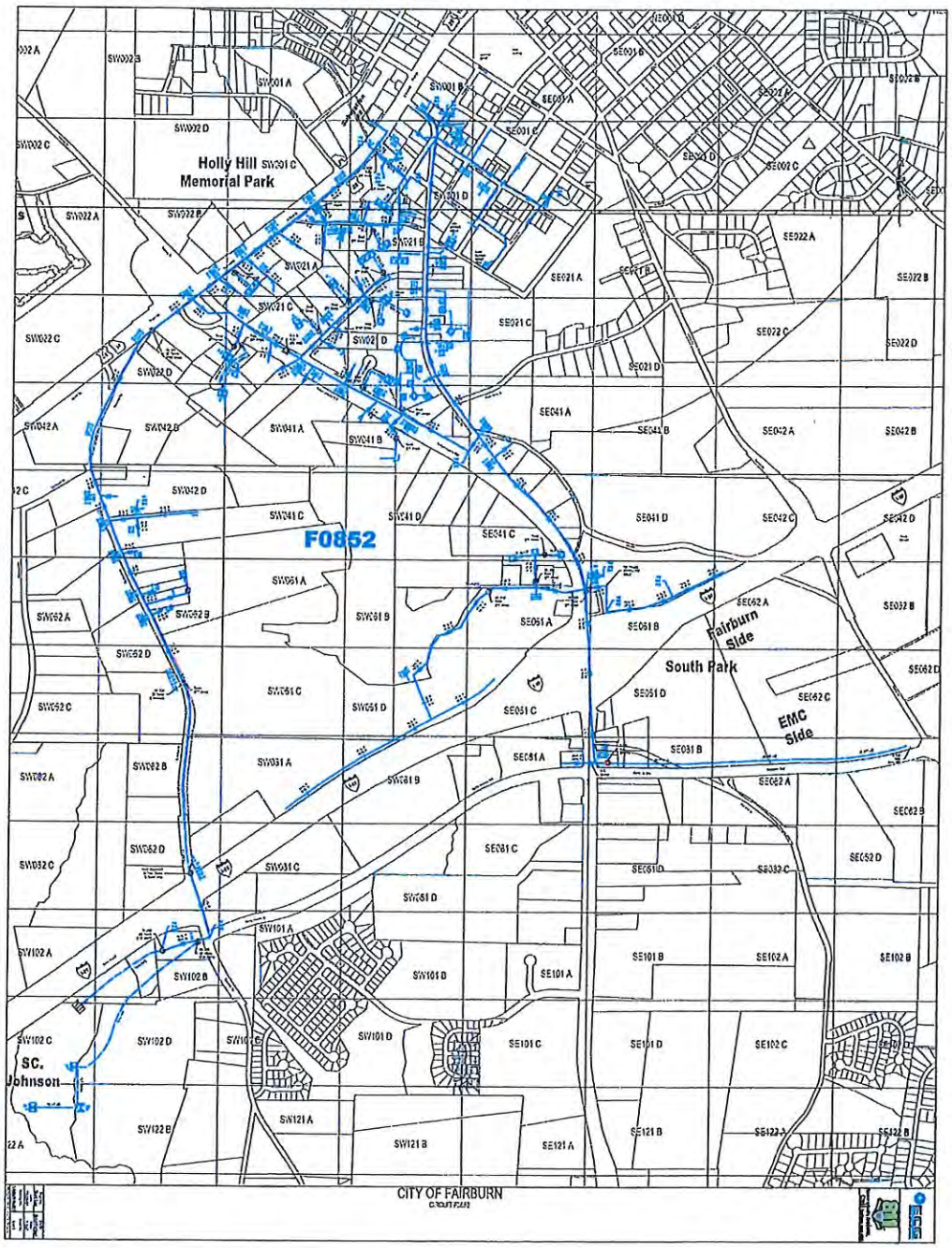
AUTHORIZED REPRESENTATIVE

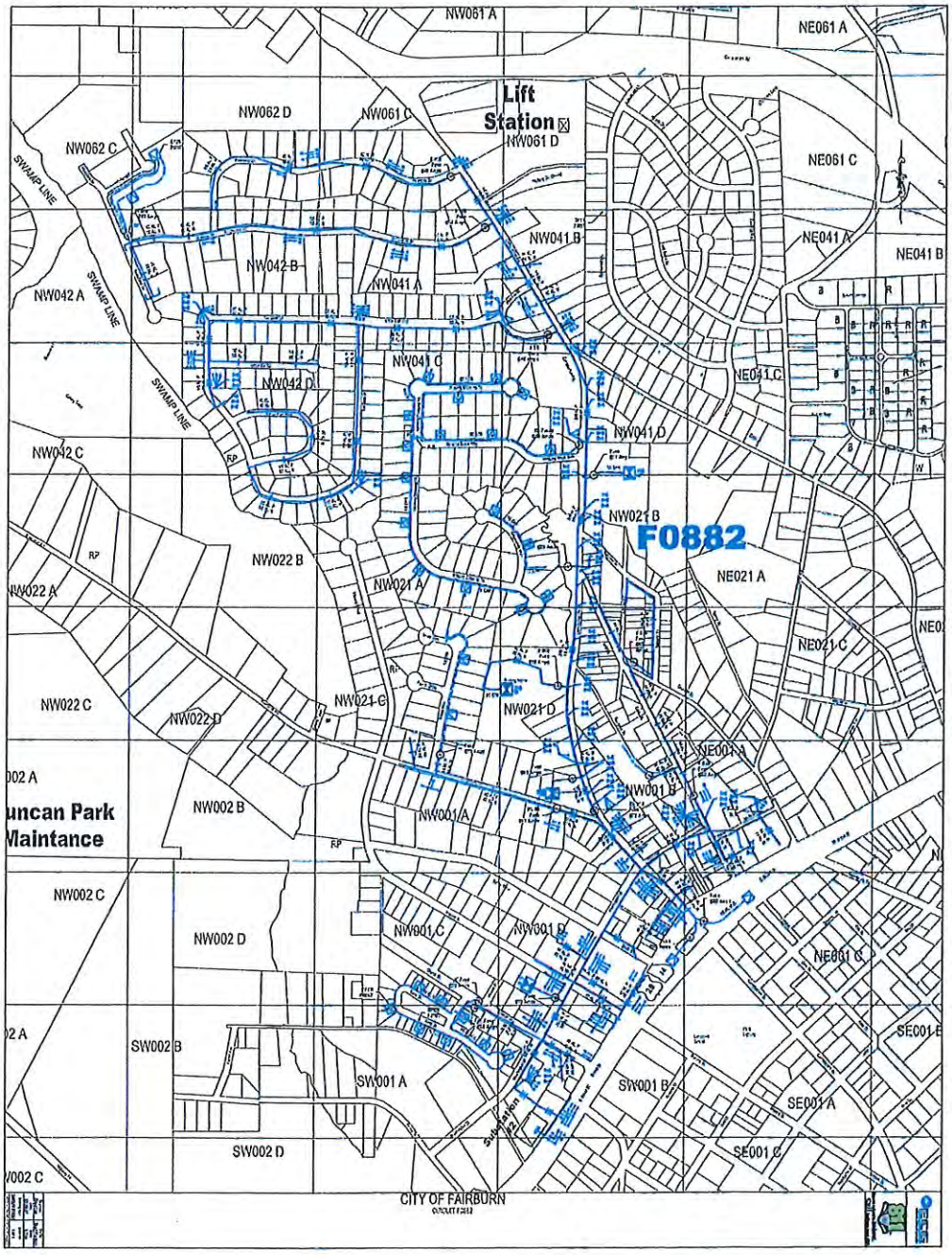
Robert H Mathews

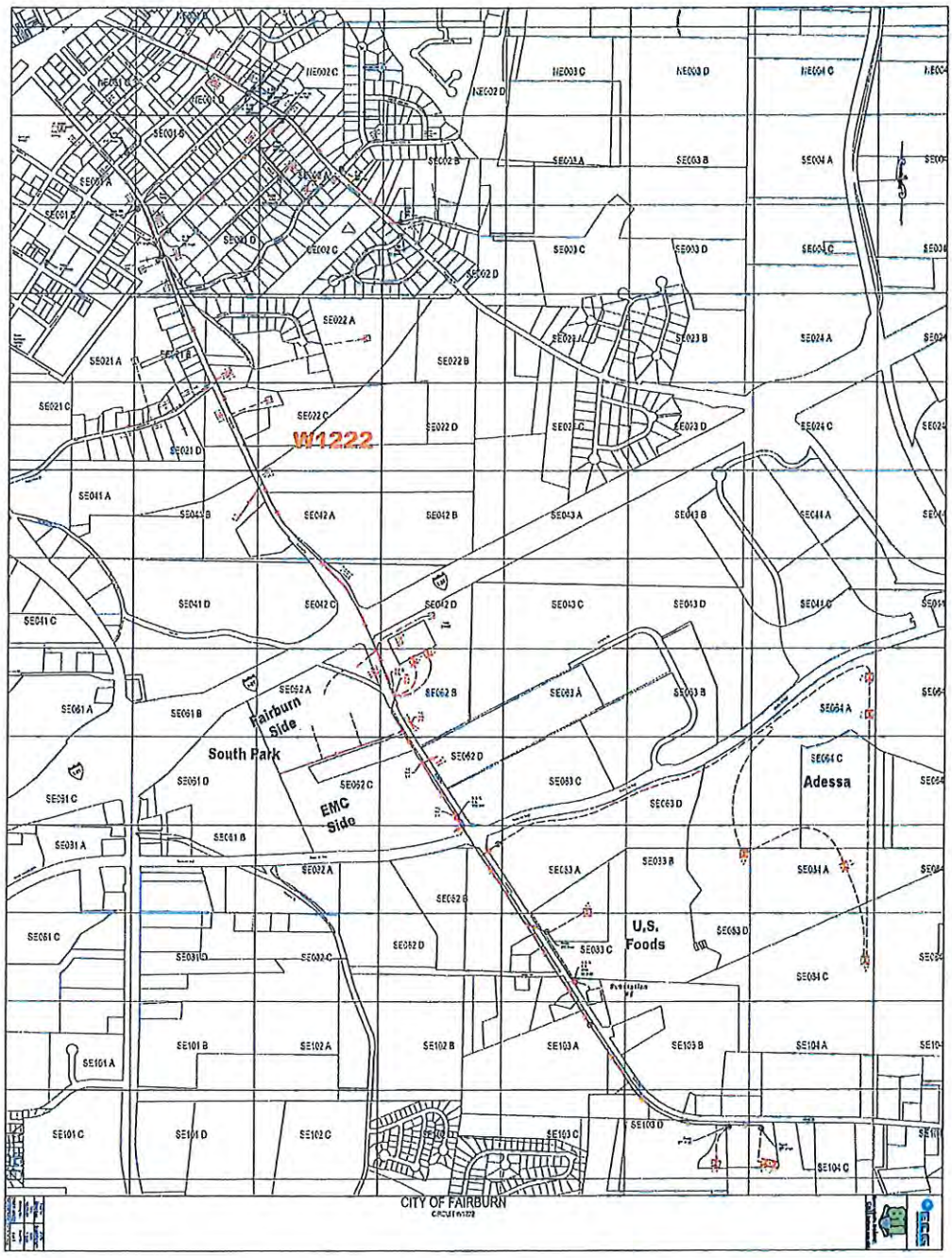
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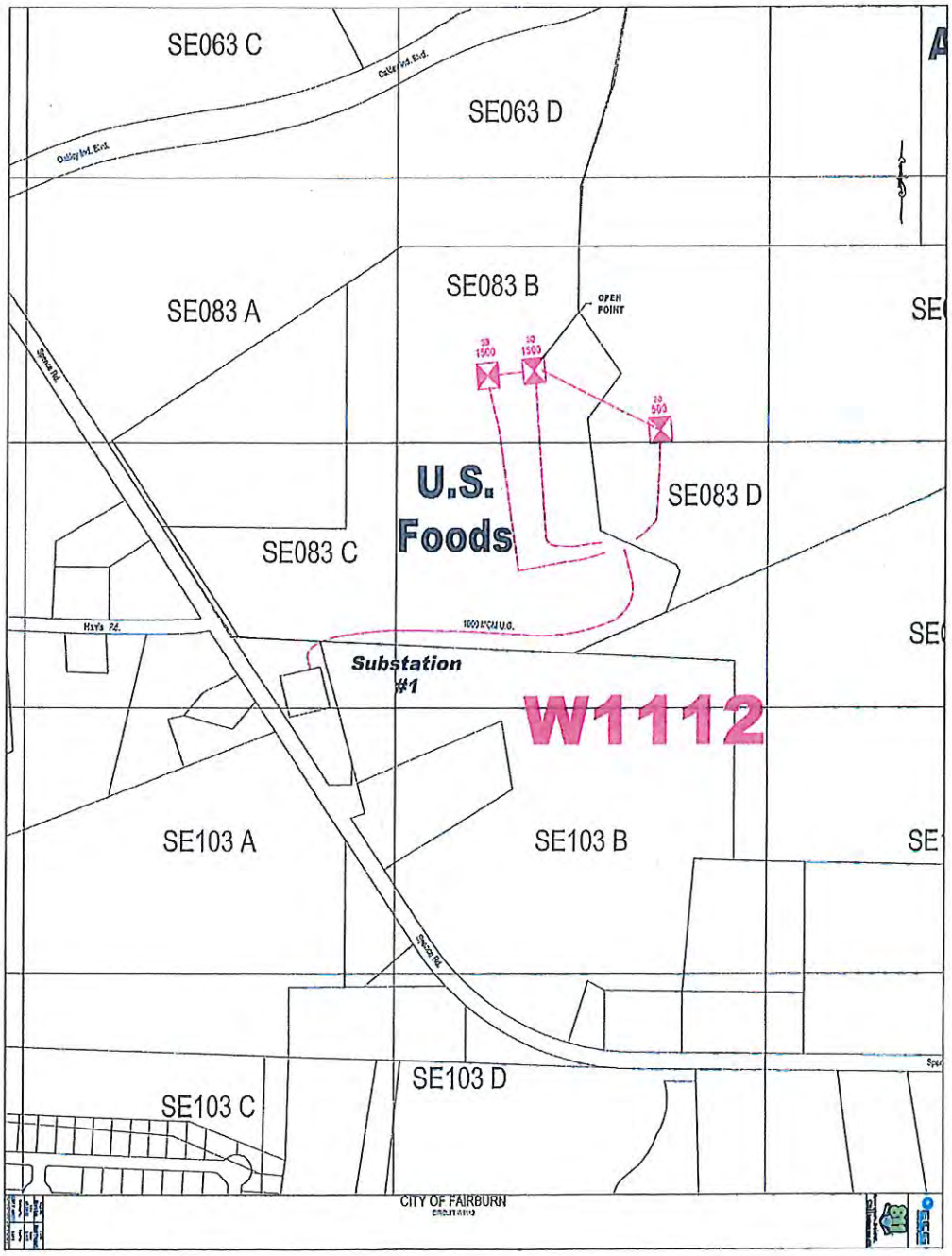


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Holly Hill
Memorial Park
F0852
Fairburn
Side
South Park
EMC
Side
SC.
Johnson
CITY OF FAIRBURN


NW061 A
NE061 A
Lift Station
NW062 D
NW061 C
NW061 D
NW062 C
NE061 C
SWAMP LINE
NW041 B
NE041 A
NE041 B
NW042 B
NW041 A
NW042 A
SWAMP LINE
NW041 C
NE041 C
NW042 D
SWAMP LINE
NW041 D
NW042 C
NW021 B
F0882
NW022 B
NE021 A
NW022 A
NW021 A
NE021 C
NW022 C
NW022 D
NW021 C
NW021 D
NE001 A
NW001 B
002 A
uncan Park
Maintance
NW002 B
NW001 A
NW002 C
NW002 D
NW001 C
NW001 D
NE001 C
02 A
SW002 B
SW001 A
SW001 B
SE001 B
SE001 A
SW002 D
SE001 C
002 C
CITY OF FAIRBURN


W1222
Fairburn Side
South Park
EMC Side
Adessa
U.S. Foods
CITY OF FAIRBURN


SE063 C
SE063 D
SE083 A
SE083 B
OPEN POINT
SE083 C
U.S. Foods
SE083 D
Substation #1
W1112
SE103 A
SE103 B
SE103 C
SE103 D
CITY OF FAIRBURN

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: ORDINANCE TO INCREASE COMPENSATION FOR THE MAYOR AND COUNCIL FOR THE CITY OF FAIRBURN**

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

**Submitted: 09/20/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** MAYOR

**BUDGET IMPACT:**

---

**PURPOSE:** To increase the salaries of the Mayor and Council by %50 and become effective January 2024.

**Recommendation:** For Mayor and Council to adopt the ordinance to increase the compensation for the Mayor's salary from $18,000 to $27,000 yearly and Council Member's salary from $9,000 to $13,500.00. The increase would become effective January 2024. **(Mayor and Council)**

Tony M. Phillips, City Administrator

STATE OF GEORGIA
COUNTY OF FULTON

ORDINANCE NO:_____

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY COUNCIL TO INCREASE THE SALARY OF THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS,** an Act creating a new Charter for the City of Fairburn (the "City"), approved August 3, 1925 (Ga. L. 1925, p. 1024, § 16), as amended by Ga. L. 1958, p. 2743, § 3, as amended by Ga. L. 1967, Art. No. 279, § 3, as codified in Section 7 of the City Charter; and

**WHEREAS**, the City Charter was further amended by City Ordinance 98-20 to enact a new Section 7A of the Charter to provide for the Mayor and Council Members to receive compensation for their services in an amount established by ordinance; and

**WHEREAS,** Section 2-58 of the City Code of Ordinances establishes the compensation of the Mayor and Council Members; and

**WHEREAS**, the compensation of the Mayor and Council Members has not been adjusted since 2014; and

**WHEREAS**, a survey of similarly-situated governing bodies in the metropolitan areas surrounding the City reveal that the compensation of the members of the governing body is significantly below comparative municipalities; and

**WHEREAS,** in order to ensure the compensation to the Mayor and Council Members is in alignment with the significant growth of the City and the corresponding increase in responsibility attendant to serving the citizens of the City of Fairburn, the Mayor and City Council recommend increasing their compensation; and

**WHEREAS,** O.C.G.A. §36-35-4, any proposed salary increase must be advertised in the Legal organ of the county in which a municipality sits for at least once a week for three consecutive weeks immediately preceding the week during which the action to authorize the proposed salary increase is taken; and

**WHEREAS,** the City Clerk has caused publication of the required advertisement the Fulton County Daily Report, in accordance with O.C.G.A. §36-35-4; and

**WHEREAS**, the City, after due consideration, has determined that the proposed salary increase is in the best interest of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRBURN,** that Chapter 2, Article III, Division 1 of the Code of Ordinances is amended as follows:

**Section 1.** Section 2-58 of the Code of Ordinances is deleted in its entirety and is replaced by a new Section 2-58 as follows:

**Sec. 2-58. Compensation of officers; expenses.**

(a) The salary of the mayor shall be $[_____] per annum, payable annually in December, and the salary of each councilmember shall be $[_____] per annum, payable annually in December; provided, however, the mayor and each member of city council may elect, individually, on or before December 31 of each year, to have their said annual compensation in the next following year paid in equal, bi-weekly installments. Whenever the mayor or a member of city council has not elected to receive their said annual compensation in equal, bi-weekly installments, such mayor or member of city council may request at any time, based on the existence of extraordinary circumstances, that he or she be compensated for the pro rata share of his or her annual compensation. Four affirmative votes of the governing body shall be required to approve such requests and the mayor or member making the request may participate in any discussions, but shall not be eligible to vote.

(b) In addition to the salaries set forth in subsection (a) of this section, the mayor and council shall be entitled to receive their actual and necessary lodging and transportation expenses, and a per diem of $[_____] per day when traveling in the state and $[_____] per day when traveling outside of the state for the expenses incurred in the performance of their duties of office.

(c) The city's obligation to make lodging, transportation and per diem payments in accordance with this section is limited to the extent that funds have been budgeted for such purposes by the mayor and city council. Whenever the mayor or a councilmember shall incur expenses in excess of budgeted funds, the full amount of the expenditure in excess of budget shall be reimbursed to the city unless the mayor and city council, within the next following (90) days, votes to increase the amount of funds budgeted for such purposes. In the case of requests through the administrative process to expend funds in excess of budget such requests shall be denied until such time as the mayor and council shall increase the amount of budgeted funds.

**Section 2.** In the event any section, subsection, sentence, clause, or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions of the other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part thereof. The City Council declares that it would have passed the remaining parts of this Ordinance or retained the previously existing Ordinance if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

**Section 3.** This ordinance shall become effective on January 8, 2024, immediately after the then current duly elected members of the governing body are sworn into office.

**Section 4.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.

Adopted this ____ day of _____, 2022.

_____
Mario B. Avery, Mayor

ATTEST:

_____
Brenda B. James, City Clerk

APPROVED AS TO FORM:

_____
Rory K. Starkey, City Attorney

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: Approve Pay Plan Schedule, New Classification, and Pay Recommendations**

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

**Submitted: 09/06/2022** **Work Session: 09/12/2022** **Council Meeting: 09/26/22**

**DEPARTMENT:** Human Resources

**BUDGET IMPACT: $760,486.92**

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

---

**PURPOSE:** The City is committed to promoting equity by accurately aligning classifications and assignments, fostering the attraction and retention of qualified individuals, providing opportunities for employee growth and development, and ensuring competitive pay practices and internal equity. A classification and compensation study was conducted to develop an equitable, reliable, and competitive classification system that supports the City's mission.

**HISTORY:** The City's classification, pay schedule, and pay practices have not been reviewed or formalized. This has led to inconsistent salary actions and compression across departments, high turnover amongst public safety personnel, and operational challenges to sustain consistent internal equity and recruit or retain talented personnel.

**FACTS AND ISSUES:** The goal of the classification and compensation study was to ensure the City's compensation system follows best management practices, is equitable across all departments, and market competitive to attract and retain highly qualified employees. The consultant has conducted a comprehensive market analysis of all City positions with comparable and surrounding jurisdictions. Based on the market analysis, the City is on average about 30% behind market.

**FUNDING SOURCE:** Each respective department will absorb the cost of salary changes resulting from the class and comp study in their respective Personnel Services budget line.

**RECOMMENDED ACTION:** Request Mayor and Council approval of the proposed Pay Plan Schedule, classifications, and pay recommendations.

Tony M. Phillips, City Administrator

# Classification and Compensation Study for the City of Fairburn, GA



## Council Presentation

Evergreen Solutions, LLC

September 12, 2022

# Proposed Classification System

- In general, the classification system was found to be appropriate for the current organizational structure.

- Updates are recommended to seven (7) classifications to reflect contemporary titles and job duties.

| Current Classification | Proposed Classification |
|---|---|
| Chief of Staff | Assistant to the Mayor |
| Community Development Director | Public Works Director |
| Director Streets/Maintenance & Shop | Street Maintenance and Fleet Director |
| Firefighter Basic, Firefighter EMT | Firefighter (Basic EMT) |
| Firefighter II | Firefighter (Advanced) |
| Police Administrative Aide | Administrative Assistant |
| Street Department Crew Leader | Lead Street Maintenance Worker |

# *Proposed Classification System*

- Five (5) new classifications were created to provide additional opportunities for career progression.

| Proposed New Classifications |
| --- |
| Firefighter Medic |
| IT Manager |
| IT Support Technician |
| Senior Electric Lineman |
| Senior Police Officer |

# Recommendations

- Compensation Changes
  - Based on being competitive at the market median
  - Maintain consistency in structure; allow for flexibility moving forward
  - Implement three (3) new open-range pay plans
    1. General Pay Plan
    2. Police Pay Plan
    3. Fire Pay Plan

# *Proposed Pay Plans*

- **General Pay Plan**
  - Twenty-two (22) pay grades; 60% range spread; open-range, no steps
  - New Minimum - $31,200; Old Minimum – $20,904
    - Groundskeepers, Custodians
  - Average minimum increase of 58.9%

- **Police Pay Plan**
  - Nine (9) pay grades; 50% range spread; open-range, no steps
  - New Minimum - $45,000; Old Minimum - $27,409
    - Police Recruit
  - Average minimum increase of 50.2%

- **Fire Pay Plan**
  - Ten (10) pay grades; 50% range spread; open-range, no steps
  - New Minimum - $40,000; Old Minimum - $33,127.12
    - Firefighter Recruit
  - Average minimum increase of 24.7%

# Recommendations

## General Pay Plan

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|---|---|---|---|---|---|
| G01 | $31,200.00 | $40,560.00 | $49,920.00 | 60% | - |
| G02 | $33,540.00 | $43,602.00 | $53,664.00 | 60% | 7.5% |
| G03 | $36,055.50 | $46,872.15 | $57,688.80 | 60% | 7.5% |
| G04 | $38,759.66 | $50,387.56 | $62,015.46 | 60% | 7.5% |
| G05 | $40,697.65 | $52,906.94 | $65,116.23 | 60% | 5.0% |
| G06 | $42,732.53 | $55,552.29 | $68,372.04 | 60% | 5.0% |
| G07 | $44,869.15 | $58,329.90 | $71,790.65 | 60% | 5.0% |
| G08 | $47,112.61 | $61,246.40 | $75,380.18 | 60% | 5.0% |
| G09 | $49,468.24 | $64,308.72 | $79,149.19 | 60% | 5.0% |
| G10 | $51,941.65 | $67,524.15 | $83,106.65 | 60% | 5.0% |
| G11 | $54,538.74 | $70,900.36 | $87,261.98 | 60% | 5.0% |
| G12 | $57,265.67 | $74,445.38 | $91,625.08 | 60% | 5.0% |
| G13 | $60,128.96 | $78,167.65 | $96,206.33 | 60% | 5.0% |
| G14 | $64,638.63 | $84,030.22 | $103,421.81 | 60% | 7.5% |
| G15 | $69,486.53 | $90,332.49 | $111,178.44 | 60% | 7.5% |
| G16 | $74,698.02 | $97,107.42 | $119,516.83 | 60% | 7.5% |
| G17 | $80,300.37 | $104,390.48 | $128,480.59 | 60% | 7.5% |
| G18 | $86,322.90 | $112,219.76 | $138,116.63 | 60% | 7.5% |
| G19 | $92,797.11 | $120,636.25 | $148,475.38 | 60% | 7.5% |
| G20 | $102,076.82 | $132,699.87 | $163,322.92 | 60% | 10.0% |
| G21 | $117,388.35 | $152,604.85 | $187,821.36 | 60% | 15.0% |
| G22 | $134,996.60 | $175,495.58 | $215,994.56 | 60% | 15.0% |

# Recommendations

## Police Pay Plan

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|---|---|---|---|---|---|
| P01 | $45,000.00 | $56,250.00 | $67,500.00 | 50% | - |
| P02 | $49,500.00 | $61,875.00 | $74,250.00 | 50% | 10.00% |
| P03 | $51,975.00 | $64,968.75 | $77,962.50 | 50% | 5.00% |
| P04 | $54,573.75 | $68,217.19 | $81,860.63 | 50% | 5.00% |
| P05 | $57,302.44 | $71,628.05 | $85,953.66 | 50% | 5.00% |
| P06 | $60,167.56 | $75,209.45 | $90,251.34 | 50% | 5.00% |
| P07 | $66,184.32 | $82,730.39 | $99,276.47 | 50% | 10.00% |
| P08 | $76,111.96 | $95,139.95 | $114,167.94 | 50% | 15.00% |
| P09 | $87,528.76 | $109,410.95 | $131,293.14 | 50% | 15.00% |

# Recommendations

## Fire Pay Plan

| Grade | Proposed Minimum | Proposed Midpoint | Proposed Maximum | Range Spread | Grade Progression |
|---|---|---|---|---|---|
| F01 | $40,000.00 | $50,000.00 | $60,000.00 | 50% | - |
| F02 | $42,000.00 | $52,500.00 | $63,000.00 | 50% | 5.00% |
| F03 | $45,150.00 | $56,437.50 | $67,725.00 | 50% | 7.50% |
| F04 | $48,536.25 | $60,670.31 | $72,804.38 | 50% | 7.50% |
| F05 | $52,176.47 | $65,220.59 | $78,264.70 | 50% | 7.50% |
| F06 | $56,089.70 | $70,112.13 | $84,134.56 | 50% | 7.50% |
| F07 | $64,503.16 | $80,628.95 | $96,754.74 | 50% | 15.00% |
| F08 | $70,953.48 | $88,691.84 | $106,430.21 | 50% | 10.00% |
| F09 | $78,048.82 | $97,561.03 | $117,073.23 | 50% | 10.00% |
| F10 | $89,756.15 | $112,195.18 | $134,634.22 | 50% | 15.00% |

# Implementation Option

## 5% Minimum Increase for All Eligible Employees

A calculation is performed so that all eligible employees receive a minimum of a 5 percent increase to their current salary. An additional adjustment is made for employees whose salaries are less than the minimum of their classification's proposed pay grade to bring them up to the new minimum.

| Implementation Option | Total Implementation Cost | # Employees Receiving Adjustments | Average Salary Adjustment | Average Percentage Adjustment |
|---|---|---|---|---|
| 5% Minimum Increase for All Eligible Employees | $733,379.91* | 159 | $4,612.45 | 9.3% |

*Estimated cost based on employee data received in June 2022

# Recommendations

- Adopt the proposed classification changes within the current system so job titles accurately reflect work performed.
- Adopt the proposed pay plans to address pay inequities and bring consistency to the compensation system.
- Transition employee salaries into the proposed pay plans utilizing option described above.

# Recommendations

- Update current job descriptions and corresponding FLSA status to align with the selected classification structure and be reflective of the employee-provided JAT information.

- Conduct small-scale salary surveys as needed to assess the market competitiveness of hard-to-fill classifications and/or classifications with retention issues and make changes to pay grade assignments, if necessary.

# Recommendations

- Conduct a comprehensive classification and compensation study every five to seven years, subject to budget constraints and market conditions.

- Review, revise, or develop as appropriate, pay practice guidelines, including those for determining salaries of newly hired employees, progressing employee salaries through the pay plan, and determining pay increases for employees who have been promoted to a different classification.

# *Thank You!*

**Evergreen Solutions, LLC**
2878 Remington Green Circle
Tallahassee, Florida 32308
850.383.0111 phone
850.383.1511 fax
www.ConsultEvergreen.com

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: AMENDMENT TO THE CONTRACT FOR THE CITY ADMINISTRATOR**

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

**Submitted: 09/20/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** MAYOR

**BUDGET IMPACT:**

---

**PURPOSE:** In line with the classification and compensation study approved by Mayor and Council the Mayor would like to amend the salary of the City Administrator.

**Recommendation:** For Mayor and Council to amend the contract of the City Administrator by a 5% increase. This salary increase is in line with the classification and compensation study approve by Mayor and Council, for all city staff. **(Mayor)**

Tony M. Phillips, City Administrator

## City Administrator – Amended Employment Contract

**THIS AMENDED EMPLOYMENT AGREEMENT**, is made and entered into this ____ day of September 2022, by and between the City of Fairburn (the "City"), a municipal corporation of the State of Georgia, by and through its duly elected Mayor and City Council ("Governing Body"), and Tony M. Phillips ("Mr. Phillips"), the City and Mr. Phillips hereinafter sometimes referred to as the "Parties".

**W I T N E S S E T H**

**WHEREAS**, the Parties entered into that certain Employment Agreement dated January 10, 2022, setting forth the terms and conditions of the employment of Mr. Phillips as the City Administrator of the City (the "Employment Agreement"); and

**WHEREAS,** subject to the terms and condition set forth in the Agreement, the Agreement may not be altered, amended, or modified except in writing and in accordance with an action by the Governing Body of the City; and

**WHEREAS**, the Governing Body authorized the increase of Mr. Phillips' compensation by Ordinance 22-____; and

**WHEREAS**, the Governing Body desires to amend the Agreement to reflect the increase in compensation.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, and obligations set forth and contained herein, the City and Mr. Phillips, desiring and intending to be so bound, the Agreement is amended as follows:

**Section 5. Compensation; Benefits**

**5.1 Salary**

As City Administrator, Mr. Phillips shall be paid and annual salary of $[_____].

**5.2 Car Allowance**

As additional compensation, Mr. Phillips will be paid a monthly car allowance of $[_____], which shall represent the City's entire obligation to Mr. Phillips for use of Mr. Phillips personal vehicle, during the performance of duties on behalf of the City, unless or until a take home City vehicle is provided in lieu of the use of his personal vehicle, at which time no car allowance will be provided.

**5.3 Health and Retirement Benefits**

Shall be provided in accordance with the City's health and retirement plan. If Mr. Phillips declines health or retirement coverage, he will be compensated $[_____] a month in lieu of receiving said benefits

All other provisions of the Agreement shall remain in full force and effect.

_____
Mayor, City of Fairburn

_____
Tony M. Phillips

ATTEST:

APPROVED AS TO FORM:

_____
City Clerk, City of Fairburn

_____
City Attorney, City of Fairburn

# CITY OF FAIRBURN

# CITY COUNCIL AGENDA ITEM

**SUBJECT: Monthly Financial Meeting**

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

**Submitted: 09/19/2022** **Work Session: N/A** **Council Meeting: 09/26/2022**

**DEPARTMENT:** Finance

**BUDGET IMPACT:** There are no budget impacts.

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

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**PURPOSE:** Financial presentation to Mayor and Council.

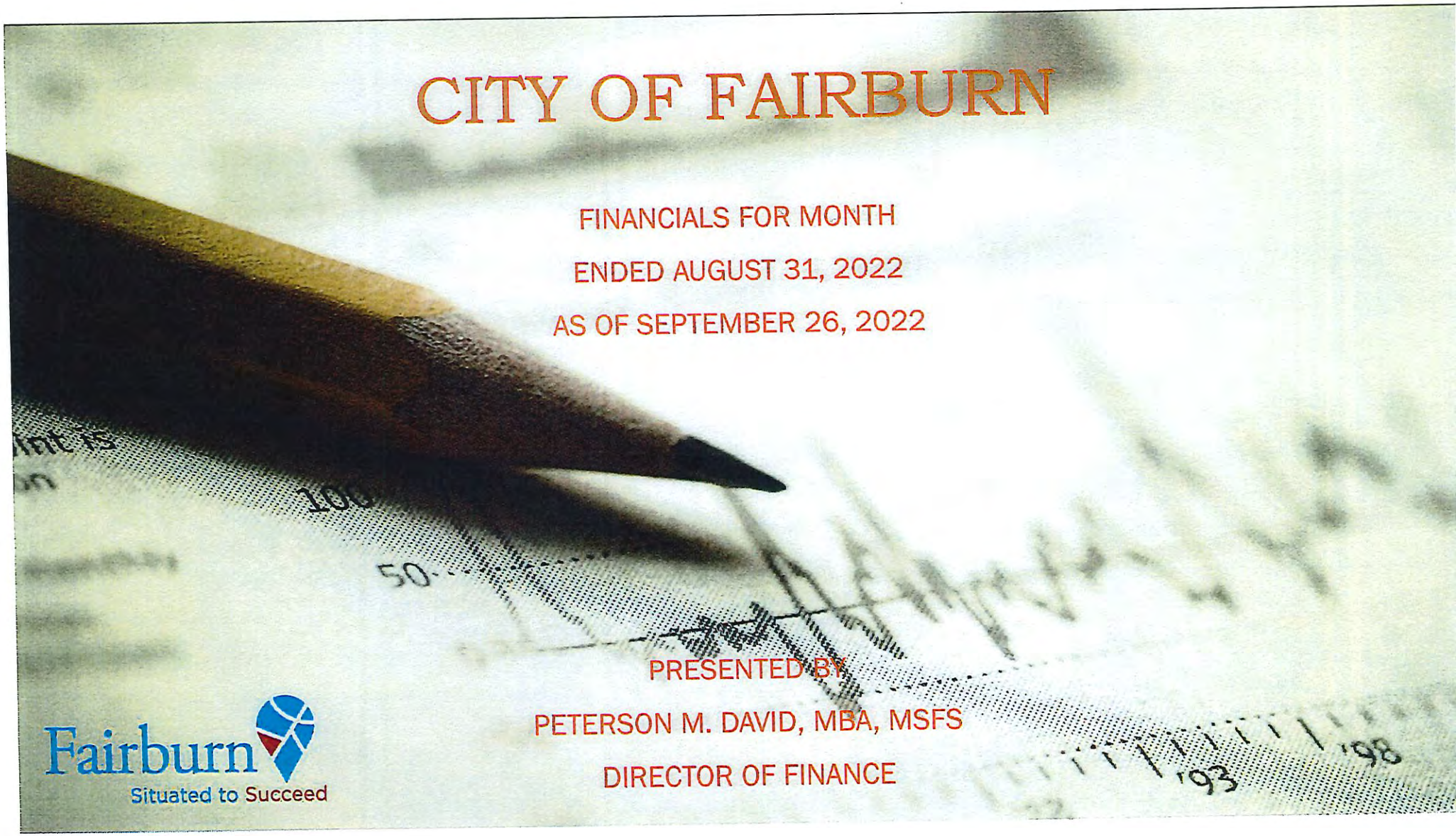
**HISTORY:** The presentation is the monthly financial presentation to Mayor and Council for FY 2021-2022.

**FACTS AND ISSUES:** This presentation is a report on the financial standings of the City of Fairburn as of August 31, 2022.

**FUNDING SOURCE:** There are no budget impacts.

**RECOMMENDED ACTION:** No recommended actions.

*Tony M. Phillips, City Administrator*



# CITY OF FAIRBURN

FINANCIALS FOR MONTH

ENDED AUGUST 31, 2022

AS OF SEPTEMBER 26, 2022


PRESENTED BY

PETERSON M. DAVID, MBA, MSFS

DIRECTOR OF FINANCE


Fairburn

Situated to Succeed

# CITY OF FAIRBURN GENERAL FUND

## FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)
AUGUST 31, 2022

1. The City of Fairburn's General Fund (GF) concludes its 11th month of 2022 operation with $3.9M in net cash flow.
2. To date the General Fund has generated $20.6M in Revenue with $16.7M in General Fund Expenditures.
3. As of August 31, 2022, the City has collected 94% of its YTD Revenues, a 4% increase from last month.
4. To date the City has expensed 76% of its budget.
5. Property and Local Option Sales Tax Revenue represents the City's General Fund primary source of operating resources.
    - Real Property Tax represents 39% of GF Revenue
    - L.O.S.T represents 24% of GF Revenue

# CITY OF FAIRBURN GENERAL FUND

## Statement of Revenues & Expenditures

FOR MONTH ENDING
August 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | YTD REVENUE |
|---|---|---|
| Real Property Tax | $7,878,307 | $8,136,714 |
| Motor Vehicle Tax | $550,000 | $769,543 |
| Franchise Tax | $1,100,000 | $1,327,983 |
| Local Option Sales Tax | $3,800,000 | $4,870,481 |
| Business & Occupation Tax | $750,000 | $942,983 |
| Other Taxes | $2,180,946 | $2,098,507 |
| Licenses & Permits | $580,890 | $428,141 |
| Charges for Services | $149,500 | $154,861 |
| Fines & Forfeitures | $507,000 | $819,686 |
| Other Revenues | $4,427,527 | $1,099,844 |
| **TOTAL REVENUES** | **$21,924,170** | **$20,648,743** |

# CITY OF FAIRBURN GENERAL FUND

## Summary of Revenues

## FOR MONTH ENDING AUGUST 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | AUGUST 2022 | YTD REVENUE | % OF YTD REVENUE |
|---|---|---|---|---|
| Real Property Tax | $7,878,307 | $22,622 | $8,136,714 | 39.41% |
| Motor Vehicle Tax | $550,000 | $61,268 | $769,543 | 3.73% |
| Franchise Tax | $1,100,000 | $19,993 | $1,327,983 | 6.43% |
| Local Option Sales Tax | $3,800,000 | $455,995 | $4,870,481 | 23.59% |
| Business & Occupation Tax | $750,000 | $27,242 | $942,983 | 4.57% |
| Other Taxes | $2,180,946 | $100,304 | $2,098,507 | 10.16% |
| Licenses & Permits | $580,890 | $58,789 | $428,141 | 2.07% |
| Charges for Services | $149,500 | $24,933 | $154,861 | 0.75% |
| Fines & Forfeitures | $507,000 | $98,797 | $819,686 | 3.97% |
| Other Revenues | $4,427,527 | $10,107 | $1,099,844 | 5.33% |
| TOTAL REVENUES | $21,924,170 | $880,050 | $20,648,743 | 100% |

# CITY OF FAIRBURN GENERAL FUND

## Statement of Revenues & Expenditures

## FOR MONTH ENDING AUGUST 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | YTD EXPENDITURES | % OF BUDGET |
|---|---|---|---|
| Mayor & Council | $414,332 | $262,986 | 63.47% |
| City Clerk | $218,612 | $173,495 | 79.36% |
| City Administrator | $1,234,630 | $971,918 | 78.72% |
| Finance | $802,129 | $693,638 | 86.47% |
| Technology | $340,000 | $235,168 | 69.17% |
| Human Resources | $419,393 | $315,459 | 75.22% |
| Property Management | $998,435 | $677,271 | 67.83% |
| Court Services | $785,385 | $561,666 | 71.51% |
| Police | $4,833,807 | $4,291,413 | 88.78% |
| Fire | $4,194,967 | $3,249,945 | 77.47% |
| Public Works Administration | $525,230 | $391,710 | 74.58% |
| Streets | $1,550,813 | $1,168,270 | 75.33% |
| Maintenance & Shop | $306,648 | $212,708 | 69.37% |
| Recreation Programs | $744,101 | $544,371 | 73.16% |
| Inspection & Enforcement | $333,580 | $264,883 | 79.41% |
| Planning & Zoning | $393,921 | $175,204 | 44.48% |
| Economic Development | $288,575 | $252,494 | 87.50% |
| Downtown Development Authority | $20,700 | $2,281 | 11.02% |
| Non-Departmental | $3,518,912 | $2,263,058 | 64.31% |
| TOTAL EXPENDITURES | $21,924,170 | $16,707,938 | 76.20% |

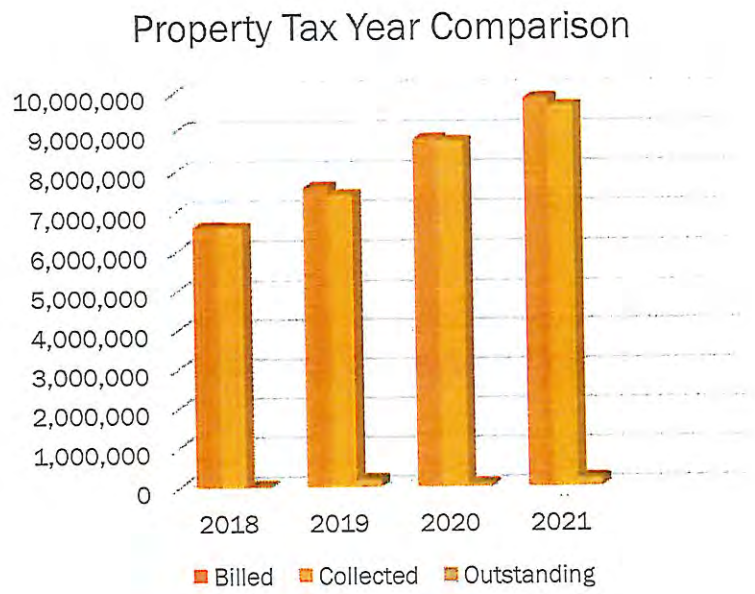
# PROPERTY TAX REVENUE

Tax year billing amounts

- 2021 - $9,821,364
- 2020 - $8,793,791
- 2019 - $7,581,072
- 2018 - $6,600,373

Tax year collection amounts and rate %

- 2021 - $9,615,476 (97.90%)
- 2020 - $8,725,047 (99.22%)
- 2019 - $7,396,370 (97.56%)
- 2018 - $6,583,627 (99.75%)



# CITY OF FAIRBURN ENTERPRISE FUND

## FINANCIAL HIGHLIGHT

YEAR TO DATE (YTD)
AUGUST 31, 2022

1. The City of Fairburn's Enterprise Fund (EF) concludes its 11th month of 2022 operation with roughly $172 thousand in net cash flow.
2. To date the Enterprise Fund has generated $18.4M in Revenue with $18.2M in Enterprise Fund Expenditures.
3. As of August 31, 2022, the City has collected 91% of its YTD Revenues, a 10% increase from last month.
4. To date the City has expensed 90% of its budget.

# CITY OF FAIRBURN ENTERPRISE FUND

## Statement of Revenues & Expenditures

## FOR MONTH ENDING AUGUST 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | YTD REVENUE |
|---|---|---|
| Charges for Services | $19,314,571 | $18,137,551 |
| Investment Income | $154,722 | $3,117 |
| Miscellaneous Revenue | $522,233 | $18,571 |
| Other Financing Sources | $312,249 | $309,464 |
| **TOTAL REVENUES** | **$20,303,775** | **$18,468,703** |

# CITY OF FAIRBURN ENTERPRISE FUND

## Summary of Revenues

## FOR MONTH ENDING AUGUST 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | AUGUST 2022 | YTD REVENUE | % OF YTD REVENUE |
|---|---|---|---|---|
| Charges for Services | $19,314,571 | $1,963,267 | $18,137,551 | 98.21% |
| Investment Income | $154,722 | $0 | $3,117 | 0.02% |
| Miscellaneous Revenue | $522,233 | $0 | $18,571 | 0.10% |
| Other Financing Sources | $312,249 | ($15,000) | $309,464 | 1.68% |
| **TOTAL REVENUES** | **$20,303,775** | **$1,948,267** | **$18,468,703** | **100%** |

# CITY OF FAIRBURN ENTERPRISE FUND

## Statement of Revenues & Expenditures

## FOR MONTH ENDING AUGUST 31, 2022

| ACCOUNT DESCRIPTION | 2022 BUDGET | YTD EXPENDITURES | % OF BUDGET |
|---|---|---|---|
| Water & Sewer | $8,838,437 | $6,676,398 | 75.54% |
| Stormwater | $859,687 | $520,744 | 60.57% |
| Water & Sewer Bond | $331,700 | $63,350 | 19.10% |
| Electric | $9,423,951 | $10,279,038 | 109.07% |
| Sanitation | $850,000 | $756,995 | 89.06% |
| TOTAL EXPENDITURES | $20,303,775 | $18,296,525 | 90.11% |

Fairburn
Situated to Succeed

# QUESTIONS?



# City Administrator's Monthly Report

**August 2022**

**Fairburn, GA**

**Authored by: Tony M. Phillips, CPM®**

# Government of the City of Fairburn



Greetings Honorable Mayor & City Council Members,

I am honored to present a summary of the City's monthly administrative activities for August 2022. City operations and service delivery continue to improve in both efficiency and effectiveness. A pandemic that has spanned over more than two years, and a current economy that is both unpredictable and inflationary has created challenges. Through it all, Fairburn maintains a sound financial position while continuing to grow. The many assets we have as a city are key in Fairburn's status as one of the state's best live, work, play communities. Staff is daily focused on our steadfast commitment to provide each resident superior customer service, while listening to our neighborhoods, communities, and local businesses. Our goal is to support a safe, inclusive, innovative, and economically vibrant city.

This report summarizes activities through the end of August 2022. The City continues its "Fairburn Forward" focus under the leadership of the Honorable Mayor Mario Avery.

- Initiated RFP-22-016 for the Small Business Grant Program, fielded pre-application questions, established an evaluation team, to review, and process.
- Implementation of the new Façade Grant Program – Phase I – Business solicitation.
- The Fire Department received an AFG Grant for $112,000 for fire equipment.
- Classification and Compensation Study kick off with Employee Orientation sessions and onsite Employee Focus Group held on August 1, 2022.
- Human Resources held employee event "Understanding Your Retirement Benefits" on August 22, 2022; session was facilitated by Georgia Municipal Association (GMA).
- Parks & Recreation received a GRPA Afterschool Boost Grant in the amount of $59,000

- We are continuing to actively recruit and we are making consistent progress in filling open positions in the City to help elevate departmental service delivery.

I am excited and enthusiastic about our path forward in Fairburn. We are systematically assembling a first-class management team and staff to serve our residents with excellence. Each day we are focused on ways to connect with our citizens and provide opportunities to make Fairburn our region's most accessible government.

We have something *exceptional* in the city of Fairburn. This report highlights our initial and ongoing efforts to improve delivery of services in line with your collective vision as our elected leaders. Please review a summary of the City's successful outcomes from August 2022.

**Tony M. Phillips, CPM®**
City Administrator
City of Fairburn

# City Clerk

Director: Brenda James

August 2022

**Department Highlights/Accomplishments:**

Received 93 open records request for August 2022 – researched and processed

Processed incident reports to Travelers insurance

Processed City Council Credit Card Requests.

Prepared City Council Meeting packets for August 8th, August 15th, August 16th and August 22nd

Reviewed ordinances sent to Municode

Emailed weekly open requests report to Attorney, Mayor, City Administrator

Prepared City Council Minutes

Prepared ad for Special Election

Budget Meeting with Finance Director

CivicClerk Training

Working on Charter updates

Signed all Business Licenses

**Project Status:**

Continue to work with open records request several times a day

Continue to organize City records

Continue to work on the Charter updates

GOVERNMENT OF THE CITY OF FAIRBURN

# Community Development Department

Director: Lester Thompson, MPA

August 2022

## Department Highlights/Accomplishments:

Welcomed new Erosion Control/Development Inspector, Mr. Victor Hull to the Community Development Department.

Completion of the GDOT Engineering and Design Procurement Policy and Procedure Training.

## Department Updates:

| Permit Type | Number Issued |
|---|---|
| Right-of-Way Encroachment Permits | 6 |
| Clearing & Grading Permits | 0 |
| Land Disturbance Permits (LDPs) | 0 |

## Project Status:

| Community Development Projects Under Construction | | |
|---|---|---|
| **Project Name** | **Permit Type** | **Permit Issuance Date** |
| Project Miles Trailer Parking | Land Disturbance Permit | July 29th, 2022 |
| South Park, Building A | Land Disturbance Permit | July 20th, 2022 |
| Package Depot Plaza | Land Disturbance Permit | April 12th, 2022 |
| Fairburn Station | Land Disturbance Permit | March 16th, 2022 |
| 1162 Hwy 54 East, LLC | Land Disturbance Permit | February 16th, 2022 |
| Tractor Supply Company | Land Disturbance Permit | February 11th, 2022 |
| Fairburn DC, Howell Avenue | Land Disturbance Permit | February 8th, 2022 |
| Trillium Reserve Subdivision | Land Disturbance Permit | September 29th, 2021 |
| TEREX (TRX) – USA – Fairburn | Land Disturbance Permit | August 20th, 2021 |

| | | |
|---|---|---|
| Fern Dale Subdivision | Land Disturbance Permit | March 31st, 2021 |
| Legend Creek Subdivision | Land Disturbance Permit | October 15th, 2020 |

**Public Works/Capital Improvement Projects Under Design**

| Project Name | Design Firm | Current Design Phase | Let Date |
|---|---|---|---|
| I-85 @ SR 74/Senoia Road Interchange Project (PI# 0007841)* | TranSystems Corporation | Right-of-Way Acquisition/Final Design | Management: October 15th, 2023 |
| Southeast Broad Street/McLarin Road Pedestrian Improvements Project | Pond & Company | Preliminary Design | October 19th, 2022, (anticipated) |
| CDBG, Golightly Street Pedestrian Improvements Project | Pond & Company | Preliminary Design | October 19th, 2022 (anticipated) |
| Virlyn B. Smith Pedestrian Improvements Project | Pond & Company | Preliminary Design | January 18th, 2023 (anticipated) |
| CDBG, Lightning Community Detention Pond & Greenspace | Pond & Company | Database Development/Preliminary Design | March 15th, 2023 (anticipated) |
| Park Road Extension/Duncan Park Secondary Access Road | Southeastern Engineering, Inc. | Environmental Screening/Database Development | March 15th, 2023 (anticipated) |
| Oakley Industrial Boulevard Roadway Extension to Gullatt Road via Cleckler Road | Southeastern Engineering, Inc. | Field Survey/Database Development | May 31st, 2023 (anticipated) |

* The I-85 @ SR 74/Senoia Road Interchange Project currently has 55 parcels; the preliminary parcel count was 50 parcels. GDOT has closed

on twenty (24) parcels, and ten (10) options are with their attorney for closing. Thirty (30) new appraisals were ordered and are all due between 30 to 120 days.

- Originally, GDOT had three (3) condemnations pending. All the appraisals have gotten too old and can no longer be used therefore new appraisals were ordered. They will begin negotiations fresh upon receipt of the new appraisals.
  - Please note, the right- of-way funds were authorized on 4/1/19, at which time the GDOT District 7 Right-of-Way Office requested 21 months for acquisition time.

| **Public Works/Capital Improvement Projects Under Construction** | | |
|---|---|---|
| **Project Name** | **Notice to Proceed Date (NTP)** | **Completion Date(s)** |
| Downtown LCI Streetscape Project [SR 14; CS 4130/W CAMPBELLTON ROAD & CS 4050/SMITH STREET-LCI] (19-005/ PI #0012636) | July 6th, 2020 | Substantial: April 13th, 2022<br>Final: May 22nd, 2022 (outstanding) |
| Rivertown Road Pedestrian Improvements Project (21-002) | October 4th, 2021 | Substantial: March 31st, 2021<br>Final: September 30th, 2022 |
| CDBG, Cora Robinson Park Improvements, Phase II Project (21-003) | September 27th, 2021 | Substantial: June 30th, 2022<br>Final: July 29th, 2022 |
| CDBG, Dodd Street Community Plaza Project (21-003) | September 27th, 2021 | Substantial: June 30th, 2022<br>Final: March 31st, 2023 (anticipated) |
| Roadway Improvements on Various City Roads Project (22-001), 2022 Local Maintenance Improvement Grant (LMIG)/TSPLOST City-Wide Resurfacing Project | June 6th, 2022 | September 30th, 2022 (anticipated) |

**Upcoming Events/Actions/Meetings:**

It is anticipated that the Contract Awards for On-Call Construction Management & Project Management (CM/PM) Services and On-Call

Professional Engineering & Landscape Architectural (PE/LA) Services will be presented at the October 10th City Council Meeting.

# Court Services

Director: Lisa Brownlee-Mack August 2022

**Department Highlights/Accomplishments:**

- All clerks received CPR/First Aid Training
- Started the review process of the Court fine & Bond Schedule
- Completed the 4 of the 6 scheduled court sessions (rescheduled 8/4/22 court due to Sgt. Astree service)
- Processed Monthly State Funds Report

**Upcoming Events/Actions/Meetings:**

- All clerks scheduled for yearly Court Clerks Training
- Continue review Court forms, fines and SOP

GOVERNMENT OF THE CITY OF FAIRBURN

# Economic Development

Director:Sylvia Abernathy August 2022

- Completed Downtown Development Authority Training – Advanced, Carl Vinson Institute, University of Georgia – August 22, 2022
  - Redevelopment Powers & Urban Redevelopment Law: BIDS, CIDS, TADS
  - Historic Preservation Tax Credits
  - Georgia Downtown Case Study – Downtown Valdosta, GA
- Participated in 2022 Georgia Downtown Conference – Georgia Municipal Association, attending meetings regarding economic development initiatives for downtown development: Fostering Creative Economies, Entrepreneurial ecosystem for local entrepreneurs and developers, downtown revitalization strategies and more.
- Initiated RFP-22-016 for Small Business Grant Program, responding to pre-application questions, establishing evaluation team, review, and processing.
- Project Management of Creative Crosswalk Project, finalizing RFP, review committee, and artists selection; facilitating recommendations with Assistant Administrator and Art Advisory Council for Mayor and City Council review. – ***Agenda Item submitted for September 12th***.
- Prepared and wrote September City Newsletter, featuring the City of Fairburn, Parks & Recreation Fall Festival, Human Resources: Employee of the Quarter, Utilities: Toilet Rebate, and Low-Income Water Assistance Program.

**Department Updates:**

- DA/DDA Board Meeting with New Board – August 30th
  Selection of Board Chair, Vice Chair, Treasurer, and Secretary.
- Implementation of Façade Grant Program – Phase I – Business solicitation.
  Participated in tour of downtown properties with City Administrator, City Buildings & Project Management consultant, and business owners, ongoing recruiting of small businesses to participate Façade Grant Program.
- FY2022-2023 Budget Presentation for Economic Development, completing preparation of budgetary requests, documentation, and reporting.
- Participated in Class and Comp Study Review with Department Head Focus Group, and Job Assessment Tool Supervisor's Review and Reporting.
- Completed August Community Activities Report for Georgia Main Street/ Department of Community Affairs (DCA), which includes data on job creation, real estate sales, housing, new construction, rehab, and public improvement projects for Main Street reporting.

**Project Status:**

- Small Business Development Grant Program – Application Development, Grant Administration and Grant Management Services.
- Historic Boys & Girls Scout Log-Cabin Relocation Project. – In Progress

- Adopt-A-Planter Program – submitted a proposal for the implementation of the program. ***In Process***
- Façade Grant Program – ***In Process***
  - Funding Approved
  - Working with Communications to promote program.
- Utility Box Murals – Draft Request for Proposals submitted for review.
- Downtown Catalytic Site Development:
  - Review of potential Catalytic Site in downtown Fairburn, Off Broad. ***-In Process***
  - Retail Strategies meeting regarding retail recruitment and downtown implementation efforts. Review of case studies with comparable Fairburn communities. – ***In Process***
  - Urban Pulse to discuss upcoming projects with downtown development, funding incentives, and economic development activities - May 27th
  - Redevelopment of downtown parcels.

- Business Development and Activation: Ongoing discussions with business and property-owner stakeholders.
- Soofa System digital wayfinding kiosk installation. A pilot project to enhance pedestrian traffic within the downtown district and community engagement regarding governmental services, community announcements, special events, business services, and more. ***- Agenda Item submitted and approved August 3rd.***
- **Off-Premises Special Event Permit:** In response to business owners' desire to participate in ongoing downtown events, research, and planning as to the benefits to the city. – ***Agenda item submitted and approved for July 11th***
- Distillery Special Permit – ***Agenda Item Submitted and approved on July 11th***

**Upcoming Events/Actions/Meetings:**

- Economic Development Strategic Plan Update
- Business Alliance Meeting - TBA
- Planter Program/ Adopt-A-Spot
- Main Street Board Meeting
- Frankie Arnold Stage Lettering Dedication – TBA
- Betty Hannah Building Lettering Dedication Ceremony- TBA
- Hotel Motel Tax/Funds Report
- Economic Development Strategic Plan
- Third Friday Events & Concert Series
  - ~~Third Friday Kick Off – Taste of SoFu – May 20th~~
  - ~~Juneteenth Celebration – June 17th~~
  - ~~Summer Music Festival – July 15th~~
  - Back to School Celebration – ~~August 19th~~ Reschedule to October 28th
  - Hispanic Cultural Celebration Month – September 16th
- Fall Festival & Taste of Fairburn – October 1st
- ~~DDA/DA Board Meeting – 23rd (Upcoming Training on August 3rd)~~

# FIRE

Director: Chief Cornelius Robinson

August 2022

## Department Highlights/Accomplishments:

- Received AFG Grant for $112,000 for fire equipment
- Met with architects to discuss the design & building of Station 23 with Project Manager
- Provided apparatus and support for the Homegoing Services for Fairburn PD's own Lieutenant Harold Astree
- Admin & Honor Guard present for the funeral of Union City Fire's Sergeant Craig Underwood
- Congratulations to all members of personnel that have been nominated for the Ronnie Thames Silent Hero Award- an award that recognizes firefighters for their outstanding feats in areas such as teamwork, heroism, education & more. The Fairburn Fire Department has a total of five (5) nominees.
- Successful suppression of Old Campbell County Courthouse fire
- Successful suppression of house fire at 165 Strickland St at the corner of Strickland & Fairview
- Approved Fulton County Hazard Mitigation Plan through City Council
- Participated in Classification & Compensation study by Evergreen Solutions
- 2 Fire Investigations

## Department Updates:

- 5 Lieutenants and 3 Sergeants removed from TAD status to permanent status
- Hired 7 to 8 new members of personnel
- 4 Chief Officers have completed CPR Instruction Certification: 2 currently enrolled

**Project Status:**

- Developing Employee/Citizen CPR class
- Old Campbell County Courthouse fire under investigation

**Upcoming Events/Actions/Meetings:**

- Ronnie Thames Silent Hero Awards Banquet: Saturday, September 17, 2022
- Fire Prevention Week: October 9-15, 2022
- Recruit School for newly hired personnel

GOVERNMENT OF THE CITY OF FAIRBURN

# Human Resources

**Director:** TaLisha Champagne August 2022

## Department Highlights/Accomplishments:

- Classification and Compensation Study kick off with Employee Orientation sessions and onsite Employee Focus Group held on August 1, 2022.
- Presentation of first Employee of the Quarter award at the Police department.
- HR Staff training for Employee Navigator benefits module held on August 3rd. The New Hire online benefit election feature launched on August 17th.
- Hire Human Resources Specialist who is assigned to Benefits and Wellness functions.

## Department Updates:

- Human Resources held Leadership Training event "Workers' Comp Made Easy" on August 10, 2022; training event was facilitated by Georgina Municipal Association (GMA).
- Human Resources held employee event "Understanding Your Retirement Benefits" on August 22, 2022; session was facilitated by Georgia Municipal Association (GMA).
- City's Hiring & Turnover stats for August 2022:
  - New Hires – fifteen (14) employees
  - Separations – four (4) employees; 2-Voluntary, 1-Involuntary; 1- Retirement
- Extended three (3) conditional offers to new hires for the September new hire orientations; Various offers included the hiring incentive pay.

## Project Status:

- Classification & Compensation Study project near completion. Seven of the eleven work task plans have been finalized. Presentation to be held with City Administration on September 9, 2022.
- Compensation Leave policy reviewed and recommendations provided; Recommendations for Comp Leave payout for Fire 24-hr shift employees being finalized.
- Policy updates in progress (Pandemic Leave, Standards of Conduct, Military Leave, Maternity/Parental Leave, On-Call Policy, Telework policy, Workers' Comp policy, Comp Plan/Incentive Pay policy).

**Upcoming Events/Actions/Meetings:**

- Human Resources Professional Day upcoming on September 26, 2022.
- Breast Cancer Awareness Month upcoming in October 2023; Breast Cancer Awareness Week upcoming on October 4th – October 7th.
- Employee Appreciation Day moved to May 2023, date to be determined.
- Mental Health awareness leadership training in FY23; date to be determined.

# Parks & Recreations

Director: Chapin Payne

August 2022

August Monthly Report

**Department Highlights/Accomplishments:**

- GRPA Afterschool Boost Grant received in the amount of $59,000
  - Afterschool projected start date – October 2022
- Fairburn Flames Football/Cheer season registration completed- 250 participants – First Game 8/27/2022
- Water Aerobics – 200 August participants- Last Class Thursday September 1
- Program Launch – Sensational Senior Summer
  - Self Defense Class in partnership with Fairburn Police Department – 25 senior participants
  - Movie and Popcorn – 20 senior participants
  - Walking Club – 35 senior participants
  - Line Dance - 32 senior participants per class -Tuesday and Thursday weekly
  - Chair Aerobics - 20 senior participants
- Fall Festival - October 1, 2022
  - Theme: Yes, its Back!
  - Vendor Applications Received- 18
  - Musical Guest Secured– Releasing on 9/6

**Department Updates:**

- Pool & Splash Pad Information
  - Last weekday at the pool July 29th – Weekends only
  - Pool closes – Sunday, Sept. 3rd
- Fall Festival – Planning on going with securing vendors, and musical guest line up.
- New Program: Fairburn After School Enrichment Program – Received full amount of $59,000 – Currently planning logistics of afterschool enrichment program.
- New Program: Senior Walking Club – Every Monday & Wednesday / May – August

- New Program: Fairburn Flames Football/Cheer – Monday through Thursday
    - July- November
- New Program: Fairburn Cross Country – Beginning September- Registration now open

**Project Status:**

- Youth Center HVAC installation –Complete
- Duncan Park entrance gate repair – Complete
- Outdoor basketball court fence repair – Complete
- Duncan Park field maintenance – on going
- Youth Center landscape – Complete
- Fall Festival planning – on-going
- Youth Center access control – Moved to D. Parks

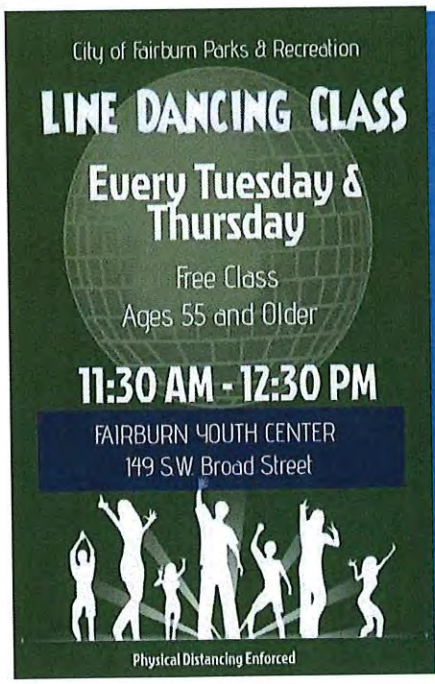
**Upcoming Events/Actions/Meetings:**

- September 1st – Sensational Senior Summer Cookout
- September – Chair Aerobics – Every Friday
- September 6th – Fall Festival Meeting #3
- September 21st – Senior Tablet Workshop
- September – November Football Games every Saturday
- Oct. 1st – Fairburn Fall Festival

**Marketing Materials:**


Fairburn
Situated to Succeed
FALL FESTIVAL
AND
THE
Taste of Fairburn
Parade
Vendors
Live Music
FOOD
SAVE THE DATE
OCTOBER 1, 2022


Fairburn
CHAIR AEROBICS
Free Workout Class
A fun way to achieve your fitness goals!
EVERY FRIDAY
11:00 AM - 12:00 PM
FAIRBURN YOUTH CENTER
149 S.W. BROAD STREET
FAIRBURN, GA 30213
Register by calling (770) 964-2244
ext. 133 or via email at
shjackson@fairburn.com


City of Fairburn Parks & Recreation
LINE DANCING CLASS
Every Tuesday & Thursday
Free Class
Ages 55 and Older
11:30 AM - 12:30 PM
FAIRBURN YOUTH CENTER
149 S.W. Broad Street
Physical Distancing Enforced


DUNCAN PARK POOL & SPLASH PAD
6000 RIVERTOWN RD., FAIRBURN, GA 30213
Now Open!
Saturday & Sunday
1:00pm- 6:00pm
Session Schedule:
1:00 PM - 3:00 PM
4:00 PM - 6:00 PM
3:00pm - 4:00pm (closed for cleaning)
General Admission - $4.00
2 & Under - FREE
Fairburn
Pool closes September 26th for the season

FAIRBURN PARKS AND RECREATION DEPARTMENT

*Fairburn Flames Football*

-OPENING DAY-

SATURDAY 8/27

9:00AM 6U BURN UNIT VS. WILLIAM WALKER

10:30AM 7U HOT BOYZ VS. SSE MUSTANGS

12:00PM 8U FAIRBURN FLAMES VS. MILFORD WARRIORS

1:30PM 9U FAIRBURN FLAMES VS. MILFORD WARRIORS

3:30PM 10U FAIRBURN FLAMES VS. WILLIAM WALKER

5:30PM 11U FLAME GANG VS. WILLIAM WALKER

7:30PM 12U FAIRBURN FLAMES VS. WILLIAM WALKER

DUNCAN PARK
6000 RIVERTOWN RD FAIRBURN, GA 30213

Fairburn Parks and Recreation

Youth Cross Country



REGISTRATION NOW OPEN!

$75.00
PRACTICE HELD TUESDAY & THURSDAY
6:15pm -7:15pm (starting Sept. 27th)

AGES: 7-14

Register Online @ www.fairburn.com
"How Do I"

MORE INFO & REGISTRATION:
CONTACT: (770) 964-2244 EXT. 450
OR Cpayne@fairburn.com

Fairburn
Situated to Succeed

# Planning and Zoning

Interim Director: Rebecca Keefer

August 2022

**Department Highlights/Accomplishments:**

1. Community Garden Strategy adopted August 8, 2022.

**Boards & Commissions Meetings**

1. The Planning and Zoning Commission meeting was held on August 2nd.

**Community Meetings and other Meetings:**

**Department Updates:**

| Permit Type & Other | Number Issued |
|---|---|
| Sign Permit | 0 |
| Film Permit | 0 |
| Short Term Rental Permit | 2 |
| Special Event Permit | 0 |
| Occupational Tax License Review | 7 |
| Zoning Verification Letter | 1 |
| Yard Sale Permit | 4 |

**Project Status:**

**Community Development Projects Under Review**

| Project Name | Plan Type |
|---|---|
| 96 Howell | Site Development Plan |

| | |
|---|---|
| Buckingham - Google | Site Development Plan |
| Vickers Road - Lennar | Site Development Plan |
| South Park Bldg. B & C | Conceptual Site Plan |
| Copart | Clearing and Grading |
| Evergreen Subdivision | Conceptual Plat |
| Renaissance Park Apartments | Conceptual Site Plan |
| Renaissance Park Apartments | Final/Combination Plat |
| Evergreen Subdivision | Preliminary Plat |
| Fairburn Village Center | Conceptual Site Plan |

**Upcoming Events/Actions/Meetings:**

**Upcoming Planning and Zoning Commission meetings – September 13th (Rescheduled from September 6)**

**Upcoming Board of Appeals meetings – September 15th**

**Processed Rezoning/Use Permit Petitions**

A request to rezone 70.17 acres from PD (Planned Development) to PD (Planned Development) to accommodate 114 single-family residential lots, 126 townhouses, commercial uses, and a convalescent center/nursing home/hospice and personal care home/assisted living/hospice facility, with two concurrent use permits and two concurrent variances – **City Council - August 22, 2022 – CONDITIONAL APPROVAL**

**Upcoming Rezoning/Use Permit Petitions**

MCRT SFR Investment/Battle Law - A request to rezone 41.89 acres from AG (Agriculture) to RM-12 (Multi-family Residential) for a 194-unit multi-family townhouse development.
**Meeting Dates: Planning and Zoning Commission – October 4, 2022 (tentative)**
**City Council – November 14, 2022 (tentative)**

Fairburn 55 – Use permit request to allow senior housing in the AG zoning district with four concurrent variances including, reducing the front yard setback along Oakley Industrial Blvd from 100' to 50'; allowing rent-occupied units; increasing the lot coverage maximum from 15% to 28.6%; and allowing parking in the minimum front yard setback.
**Meeting Dates: Planning and Zoning Commission – October 4, 2022**
**City Council – November 14, 2022**

## Upcoming Variance Petitions

Rhys Black & Shannon Loe - A request to reduce the side yard setback to allow the renovation of an existing structure into an accessory dwelling structure.
**Meeting Dates: Planning and Zoning Commission – September 13, 2022**

Bohannon Road Distribution Center – Requests to encroach 23,186 square feet into the 25' impervious stream buffer and to encroach 26,058 square feet into the 25' stream buffer feet.
**Meeting Dates: Board of Appeals – September 15, 2022**

Jose Gomes - A request to reduce the side yard setback from 10' to 5' to allow for an addition to an existing home.
**Meeting Dates: Planning and Zoning Commission – October 4, 2022**

## Upcoming Plats

Evergreen Subdivision Concept Plat – **September 13, 2022**
Renaissance Park Concept Plat – **September 13, 2022**
Evergreen Subdivision Preliminary Plat – **October 4, 2022 (tentative)**
Renaissance Park Final/Combination Plat – **October 4, 2022 (tentative)**
Fairburn Village Center Conceptual Plat – **October 4, 2022 (tentative)**

## Proposed Text Amendments

1. Add liquor stores to the list of prohibited uses within the Highway 74 Overlay District
2. Revise the text for prohibited tire treading and recapping uses to add tire repair shops and add a separation distance requirement for automobile repair shops (to include oil change, body repair, and tire repair shops)
3. Notice of public hearing letters to property owners distance increase from 500 feet
4. Zoning Procedures Law procedural amendments
5. Conceptual Plat expiration period.
6. Define front, side, and rear yard.
7. Define allowed uses in the DTMU zoning district.

*The above-mentioned text amendments are under legal review.*

## Creative Placemaking and Public Art Initiatives

1. Call for Artists for Creative Crosswalks

**SCHEDULE**

1. Publish Call for Artist on **June 22, 2022**
2. Deadline for all artist proposal submissions on **July 21, 2022**, by 5:00 p.m. EST
3. Proposal reviewed and selected by City Staff and Art Advisory Council late **August 2022**
4. Final designs and artists presented to Fairburn City Council **September 12, 2022**
5. Selected Artist(s) notified, public announcement and showcase of artists and design late **September 2022**
6. Crosswalks completed by late **October 2022**

# Police Department

Director: Chief James A. McCarthy

August 2022

**Department Highlights/Accomplishments:**

- Active shooter training for officers
- Senior self-defense training at youth center

**Department Updates:**

- Currently have 4 vacancies
- Open range (firing range) 9/20 and 9/22

**Project Status:**

- Power DMS software integration started and in progress

**Upcoming Events/Actions/Meetings:**

- Command Staff meeting every Wednesday at 10 AM
- A student from Kennesaw State University will be starting an internship with the PD in October

# Fairburn Police Department

James McCarthy Chief of Police

191 SW Broad Street
Fairburn, GA 30213

Phone: 770-964-1441
Fax: 770-774-7908

## August 2022 Crime Report

### Total Part 1 Crime Incidents

- 2022 YTD 218

- 2021 328
- 2020 416
- 2019 589
- 2018 709
- 2017 824

**Part 1 crimes are murder, manslaughter, sex offenses, robbery, aggravated assault, burglary, motor vehicle theft, theft, and arson**

| Month | Increase / Decrease Same Month Prior Year | Total Part 1 Crimes |
|---|---|---|
| January 2021 | - 56.9% | 26 |
| February 2021 | - 7.4% | 25 |
| March 2021 | - 19.4% | 31 |
| April 2021 | - 22.2% | 21 |
| May 2021 | 4% | 26 |
| June 2021 | - 9.6% | 29 |
| July 2021 | - 14.2% | 32 |
| August 2021 | - 35.2% | 24 |
| September 2021 | - 30.5% | 26 |
| October 2021 | - 31% | 27 |
| November 2021 | 36% | 32 |
| December 2021 | - 23.6% | 28 |
| January 2022 | 7% | 28 |
| February 2022 | - 8% | 23 |
| March 2022 | - 9.6% | 27 |
| April 2022 | 4.7% | 22 |
| May 2022 | 30.7% | 34 |
| June 2022 | 17.2% | 34 |
| July 2022 | - 37.5% | 20 |
| August 2022 | 37.5% | 33 |

# Fairburn Police Department

James McCarthy Chief of Police

## Executive Summary
## August 2022

- Uniform Patrol Division
  - Total Calls Answered: 771
    - Self-Initiated 1,142
    - Dispatched 771
  - Arrests 51
  - Arrest – Released 43
  - Citations 473
  - Warnings 622
  - Incident Reports 289
  - Accident Reports 91

- Special Services
  - N/A, units assigned to patrol division

- Criminal Inv. Division – August
  - Cases Assigned 64
  - Ex-Cleared 2
  - Cleared by Arrest 3
  - Unfounded 0
  - Inactivated 14

- CID – Cases Prior to August
  - Carry Over 178
  - Ex-Cleared 7
  - Cleared by Arrest 7
  - Unfounded 2
  - Inactivated 26

- Internal Affairs
  - Vacancies
    - 4 police officers
  - 1 military leave (PD)

**Police**

August 2020
- Citations 556
- Warnings 1,311
- Arrests 28
- A/R 88

August 2021
- Citations 676
- Warnings 1,393
- Arrests 35
- A/R 71

August 2022
- Citations 473
- Warnings 622
- Arrests 51
- A/R 43

*Aug. '21 compared to Aug. '22*
*37.5% Part 1 crime increase*

**Code Enforcement**

August 2022
- Care of Prem. 52
- Self-Initiated 87
- Stop Work 2
- Signs Rmvd 28
- Door Hngrs 37
- 5 Day Notice 54
- Citations 5
- Complaints Resolved 26
- Closed cases 119

# Police Department

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August 2022

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**Upcoming Events/Actions/Meetings:**

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- A student from Kennesaw State University will be starting an internship with the PD in October

# Property Management

Contractor:Dana Smith

August 2022

## Department Highlights/Accomplishments:

- Repaired leaking HVAC system in Fire HQ.
- Repaired broken lock at Fire HQ.
- Pre-Proposal Meeting for RFP for design services for Fire Station 23 held.
- Pre-Proposal Meeting for RFP for design services for City Facility Property Condition Assessment held.
- Old Campbell Courthouse post fire investigation are in progress by Fire Investigators and the Insurance company. The post fire building stabilization and mitigation is ongoing.
- Secured vendor to perform roofing replacement at Police HQ.
- Secured vendor to provide temporary Fire Station.
- Secured vendor to repair leaking roof at Educational Campus Student Center.

## Department Updates:

- Facility Manager position, vacant for over two years, is currently advertised to fill the vacancy for this department.

## Project Status:

- RFP for design services for Fire Station 23 Published.
- RFP for City Facility Property Condition Assessment Published.
- Roofing replacement at Police HQ scheduled to begin 1st week of September weather permitting.
- Scheduled a vendor to perform roofing assessments of Fire Station HQ, Fire Station 21, and Municipal Court buildings.
- Finalizing contract with vendor providing temporary Fire Station.
- Pricing installation of exterior hose bibs at Armando's.
- Pricing brick dumpster enclosures at Armando's and Casablanca.
- Working with Fire Department to complete acquisition and installation of generator for Fire Station HQ/ Fire Station 22/Youth Center Building.

**Upcoming Events/Actions/Meetings:**

- Scheduled elevator inspections for Educational Campus Administration building with Georgia Department of Insurance and Safety Fire.

- Publish RFP for On Call Design Architectural services.
- Begin design of utilities for temporary Fire Station.
- Publish RFPs for on Call/Preferred Maintenance Contractor services.
- Publish RFP for Preventive Maintenance contracts.
- Spatial planning of unused Fairburn Educational buildings (Breneau and Shell buildings).
- Assess emergency power and generator connections at Police HQ.

GOVERNMENT OF THE CITY OF FAIRBURN

# STREET DEPARTMENT

Director: Gale Higgs

August 2022

**Department Highlights/Accomplishments:**

**2 New Employees Hired**

**Department Updates:**

**2 Trees Have Been Removed from Bay St/Jonesboro Rd**

**Walk Bridge Near Fire Station Painted**

**Sidewalk Repairs on Senoia Rd**

**Road Patchwork Complete on John Rivers Rd**

**Sign Replacements / Installation Throughout**

**Project Status: Pending**

**Employee Flagger Training**

**Fuel Software Upgrade Completion**

**Community Fall Clean Up / Shred Event**

**Multi Area Sidewalk Repairs**

**Upcoming Events/Actions/Meetings:**

**City Concert Scheduled for 9/16/2022**

**City Fall Festival 10/1/2022**

GOVERNMENT OF THE CITY OF FAIRBURN

# Utilities Department

Director: John D. Martin, QWLA — August 2022

**Department Highlights/Accomplishments:**

*Director's Office*:

- Department Head Focus Group- Utilities Meeting (August 1st)
- Utilities Department Weekly Leadership Meeting (Every Monday)
- Payment Arrangements-Teams Meeting with Utilities and City Administration (August 2nd)
- Teams Meeting: EPD Non-Compliance Letter Discussion (August 2nd)
- Teams Meeting: Employee Accommodation with HR (August 2nd)
- Mandatory Leadership Meeting to discuss the number of employees attending funeral (August 3rd)
- Meeting with Kendall Supply: InCode Meter Codes (August 4th)
- On-Call Policy Meeting with HR (August 4th)
- EPD District Inspection for Water Sampling (August 10th)
- Conference Call Meeting with Fairburn and MEAG Power (August 10th)
- Utilities Department Budget Presentation (City Hall) (August 15th)
- Budget Meeting @ City Hall (August 15th)
- Worker's Comp Leadership Training Meeting in Council Chambers (August 10th)
- Fire Hydrant Replacement Preconstruction Meeting (August 17th)
- Meeting with Integrated Science on Water Meter Details/Sanitary Survey (August 17th)
- Monthly Project Meeting with Integrated Science Engineering (August 11th)
- Teams Meeting with Finance, MEAG, and Utilities (August 19th)
- Department Leadership meeting (August 5th & August 18th)
- GFL Meeting @ City Hall (August 23rd)
- Meeting with NxKem- Medicine Cabinets and AED Services (August 25th)
- Zoom Meeting with Finance, Paymentus, and Utilities (August 25th)
- Teams Meeting concerning Fairburn MEAG Billing (August 26th)
- Bi-weekly Department Meeting with Assistant City Administrator's Office (August 30th)
- Fairburn Water Meter Replacement Program Kick-off Meeting (August 30th)
- Fairburn Discussion Meeting with Georgia Cities (August 30th)
- RAMP Training with Finance Director (August 30th)
- Middle Chattahoochee Water Authority Meeting with Tom Owens (August 31st)

*Customer Service/Meter Reading*:

**Meetings:**

- Focus Group Meeting for Salary Class & Comp. study.
- Meeting with City Administrator's Office about utility payment arrangement policy with the Utilities Director.
- Employee Accommodation meeting with Human Resources Director & Utilities Director.
- Meeting with Kevin Purcell & Jason Kendall (Kendall Supply) about setting up new Incode Meter Type Codes for Meter Change Out.
- Meeting with Human Resources, Streets Director & Utilities Director about the "On-Call" policy.
- Leadership Training on Workers' Comp with Human Resources.
- Meeting with Chau Nguyen (Electric Cities of Georgia) regarding billing discrepancies on commercial customer (ABL).
- Introduction meeting with GFL's New Leadership Team (Vice President, General Manager, Ops Manager), City Administrator & Utilities Director.
- "Teams" Meeting with Cintas Team, City Administrator's Office &Utilities Director about medicine cabinets and AED services.
- Meeting with Paymentus & Finance Team(s) to further discuss plans on implementation for new payment methods.
- "Water Meter Replacement Program" Kickoff meeting with Kevin, Jason, Charles Bowden (Meter Contractor) & Utilities Team (Leadership & Billing Team).

**Tasks:**

- Worked closely with GFL Leadership Team to rectify escalated service issues.
- Conducted "Citywide" field audits to gather information for yard waste, recycling, waste, and bulk scheduling.
- Completed account review and 12-month adjustment on ABL Technic account for reading discrepancies.
- Reached out to seriously delinquent customers, via email/phone, to settle past due balances.
- Worked closely with Utilities Director & Procurement Manager on compiling data for Sanitation Services RFP.
- Worked closely with Water Superintendent on water meter tampering for new constructions in the city. Sent 6-7 locations to Code Enforcement for possible tampering on Broadmoor Way & Somerset Hills.
- Worked on special project for Landmark Christian Academy, with representative Nita Elliott; regarding all electric/water meters for the school.
- Compiled billing statistics for Benchmark Data from Katrina Bond (ECG).
- Provided the "Utilities Administration Goals & Accomplishments" for Fiscal Year 2022-2023.

- Worked closely with John Stein (Energy Contractor) and provided billing statistics for yearly energy audit.

**Billing Information:**

Utility Bill Count: 7,028 (TOTAL), 6,408 (MAILED)

- **537 work order requests** (*412 – Meter Readers, 78 – Water Team, 39 – Electric, 8 – Miscellaneous*) were completed for the month of August
- 52 service disconnections issued on seriously delinquent accounts.
- Meter Reading Staff successfully collected **1,071 visual reads for billing**.

*Electric*:

- Re-visited contractor install of Cora M. Robinson Park lights. All rubber goods, sticks, and ground cables tested by Irby on trucks.
- Continued to repair lights at Cora M. Robinson Park. Met with Brad Schiffer about t-6 switch and t-9 switch changed all preferred settings to FO852.
- Completed make ready poles for AT & T revenue collection.
- Tree trimming continues started moving phases on primary pole at Senoia Road and East Broad Street
- Completed work on primary pole at East Broad Street
- Vine maintenance at Fireside Subdivision. Started JAT survey
- Meeting with flashing light contractor at Rivertown Road. Crew prepped both primary poles for installation on Senoia Road and East Broad Street. JAT survey
- Hand dug pole hole on East Broad Street and set primary pole. Completed transfer of phases. JAT survey.
- Hand dug pole hole and replaced primary pole at 51 Senoia Road. Completed work orders. Tree trimming continues Bay Street
- Heavy equipment work orders completed. Meeting with contractor for Electrolux, restock, and inventory of materials.

- Set 45' pole at 51 Senoia Rd. work orders. Tree trimming continued. Mahaffey Street.
- Removed bad primary pole at Police Department. Replaced with 45' pole, new crossarm new conductor, re-established riser to Police Department. Repaired damaged primary cable restored power. Tree trimming continued -Bay Street.
- Training- James Adams ECG. Meeting with Greg Lee ECG concerning 92 Howell Avenue to confirm 3 phase temp plans.
- Completed pole framing stilt and installed new overhead service for crosswalk at Magnolia Subdivision. Installed wildlife prevention.
- Meeting about GMA benefits.
- Pulling in 1/0 conductor for Electrolux and trimming in row at 92, meeting with Director over rates, Internet down.
- Setting 300KVA transformer at Electrolux, terminating 1/0 cables, scheduling outages at Electrolux and discount tire. Tree trimming at Funeral home easement.
- Completed overhead upgrade at 92 Howell Ave. Meeting with Director on rates, received stock, and placed on shelf. Tree trimming at hotspot on Hwy 29.

*Water/Sewer*:

- Fire Flow Test (8040 Senoia Road)
- Flushed fire hydrant on Cole Street
- Unclogged sewer lateral: None
- Rereads: 12
- Meter Leaks: 8
- Meter Installations: 17
- Locates: 3
- Check Low Water Pressure: 1
- Meter Maintenance: 7
- Replaced meter lids: 2
- Monthly On-calls: 11
- Sewer Back-ups: 2

*Stormwater*:

- Identifying and inspecting of damaged storm drains
- Jetted overflowing storm drains
- Repaired storm drain-Colony Trail

*COVID-19*:

- Water and Sewer personnel are maintaining restrictions and social distancing.
- Utilities buildings are wiped down on Mondays and Thursdays to prevent exposure.

**Department Updates:**

- Customer Service/Meter Reader Work orders completed: 412
- Water/Sewer Work orders completed: 78

**Project Status:**

- Lift Station Project-Lowest Bidder-Crawford Grading and Piping
- Fire Hydrant Replacement Preconstruction Meeting (August 17th)
- Shockley Plumbing, Inc. Kick-off Meeting completed
- Upgrade Power Grid (Elder & Poplar)-Bid preparation
- 2021 Storm Drain Lining Project *(In Progress-awaiting easements)*

**Upcoming Events/Actions/Meetings:**

- Upgrade Power Grid (Elder & Poplar)
- Overhead to Underground Power Installation (Rivertown Road) FY23
- Implementation of the Backflow software (*On-going*)
- Prepare Backflow Ordinance for Mayor and Council approval *(In Progress)*
- Review meter details for new developments and renovations-Scheduled for August 17th meeting-completed