



**City of Fairburn Work Session**  
**Agenda**  
**December 12, 2022**  
**6:00 pm**

***The Honorable Mayor Mario Avery, Presiding***

The Honorable Mayor Pro-Tem Hattie Portis-Jones  
The Honorable Alex Heath  
The Honorable Ulysses J. Smallwood

The Honorable Linda J. Davis  
The Honorable Pat Pallend  
The Honorable James Whitmore

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

City Attorney  
City Administrator  
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Agenda Items:
  1. Review of changes to State Law related to Zoning Procedures (**Planning & Zoning**)
- IV. Adjournment



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Review of changes to State Law related to zoning procedures

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

**Submitted:** 11.29.2022                      **Work Session:** 12.12.2022                      **Council Meeting:** N/A

**DEPARTMENT:** Planning and Zoning

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

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

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**PURPOSE:** Presentation of changes enacted at the state-level related to required zoning procedures.

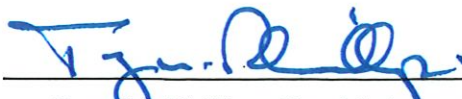
**HISTORY:** The power to zone and make land use decisions (rezonings, use permits, variances, etc) is enumerated by the state to local and County governments, while the minimum standards for exercising those powers are outlined in what is referred to as the Zoning Procedures Law.

**FACTS AND ISSUES:** The Zoning Procedures Law was amended by the state legislature in July 2022. Those changes involve minimum requirements for notice and hearing procedures for what are defined as quasi-judicial and zoning decisions. The changes require amendments to local ordinances to be in compliance with state law. Staff will review and summarize those changes at the December work session prior to proceeding through the text amendment process in January/February to answer any questions and receive policy feedback from City Council. Final adoption of the changes is required before July 2023.

**FUNDING SOURCE:** No additional funding source is required. These materials will be produced by staff moving forward.

**RECOMMENDED ACTION:** No action necessary.

**Attachments:** Presentation

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





# City of Fairburn

## City Council ZPL Summary

Monday, December 12, 2022



# What is the Zoning Procedures Law?

- Powers enumerated by the State Constitution
- Outlines required processes to be followed when exercising zoning powers
  - Defines which actions apply
  - Required notice
  - Required hearings
  - Appeals procedures
- Required to comply with ZPL + local ordinances for due process
- Amended in July 2022; changes effective by July 2023

# Definitions

- Defines “quasi-judicial officers, boards, or agencies” as those entities rendering decisions on variances, special administrative permits, special exceptions, conditional use permits, or other zoning decisions (Sec. 36-66-3(1.1))
- Defines “zoning decision” as a rezoning, text amendment, special use, and concurrent variances (Sec. 36-66-3(4))
  - Incorporates “repeal” and “denial” of decisions in the definition of “zoning decision”
  - Incorporates variances concurrent with special uses of property and rezonings in the definition of “zoning decision”

- Ordinance
  - Clearly define each of these actions
    - Variance
    - Use permit
    - Administrative permit
    - Concurrent variance
    - Rezoning
    - Text amendment
- Practice
  - Ensure each type of case is being properly processed



# Required Hearings

- Only one hearing combined required for text amendments, rezonings, special uses, and concurrent variances (or any combination thereof) (Sec. 36-66-4(a))
- One hearing per proposed action required for all quasi-judicial decisions (Sec. 36-66-4(g))

- Ordinance
  - No local changes anticipated at this time
- Practice
  - Continue to vote on each decision individually

# Notice

- Quasi- judicial decisions (Sec. 36-66-4(g)):
  - 30-days notice
  - Requires written notification to **property owner** and newspaper ad

- Ordinance
  - Set all notice requirements to 30 days minimum (regardless of decision type)
  - Identify property owner and newspaper as ad recipients
  - Set distance for notice to 1,000 feet
- Practice
  - Adjust 2023 calendar prior to adoption

# Multi-Family Changes

- Text amendments that involve allowing MF in a SFR district
- Abolition of SFR classifications in the jurisdiction
- When properties granted ability to deviate from existing zoning requirements in single-family residential zoning districts
  - Does not apply to SFR uses being changed to MFR uses for owner-initiated applications
- (Sec. 36-66-4(h)(1), (2), and (3))

- Ordinance
  - Clearly define multi-family uses and districts
  - Adopt by reference only
- Practice
  - Reference the state code if a request meeting this standard is proposed as a city-initiated action



# Multi-Family Changes (Hearings)

- Decisions to be adopted at two regular meetings that are to be a minimum of 21 days apart
- Prior to two-read adoption, two additional public hearings required
  - Hearings shall be held between 3-9 months prior to date of adoption
  - At least one hearing shall be held between 5 p.m. and 8 p.m.

- Ordinance
  - Clearly define multi-family uses and districts
  - Adopt by reference only
- Practice
  - Reference the state code if a request meeting this standard is proposed as a city-initiated action

# Multi-Family Changes (Notice)

- Post notice on each affected “premises.” If there are more than 500 parcels, posting is only required every 500 feet.
- Newspaper ad
  - Minimum of 15 days/not more than 45 days from hearing
  - Prominent notice of purpose (full description of intent of change)
  - 9 column inches
  - Not located in classified section
  - State that a copy of proposed ordinance on file (to be furnished upon request at no cost)

- Ordinance
  - Clearly define multi-family uses and districts
  - Adopt by reference only
- Practice
  - Reference the state code if a request meeting this standard is proposed as a city-initiated action

# Written Policies and Procedures

## Quasi-judicial decisions

- Policies and procedures outlined in ZPL shall be incorporated into ordinance
- Incorporate requirements for designating hearing procedures, criteria for review, and providing printed copies of procedures at quasi-judicial hearings
- (Sec. 36-66-5)

- Ordinance
  - No additional change necessary
- Practice
  - Continue to offer copies of procedures at meetings



# Appeals

- Zoning decisions – subject to de novo review that reviews the record and any new evidence; direct constitutional challenge regarding the validity of zoning
- Quasi-judicial decisions – subject to appellate review – reviews only the record
- Government to designate (by ordinance or resolution)
  - Officer of quasi-judicial board to receive service (at office during regular hours)
  - Elected official or designee for quasi-judicial appeals
- Appeal stays all actions
- (Sec. 36-66-5.1)

- Ordinance
  - Define what a zoning versus quasi-judicial decision via ordinance
- Practice
  - Process appeals accordingly

# Effective Date

- No text amendments adopted after July 1, 2022 unless adoption procedures comply with the aforementioned changes (Sec. 36-66-5(c))
- No zoning or quasi-judicial decision prior to July 1, 2023 is rendered invalid or void because of failure to update ordinances (Sec. 36-66-2(a))

- Ordinance
  - Adopt by July 2023
- Practice
  - Implement changes immediately upon adoption



**City of Fairburn Council Meeting**  
**Agenda**  
**December 12, 2022**  
**7:00 pm**

***The Honorable Mayor Mario Avery, Presiding***

The Honorable Mayor Pro-Tem Hattie Portis-Jones  
The Honorable Alex Heath  
The Honorable Ulysses J. Smallwood

The Honorable Linda J. Davis  
The Honorable Pat Pallend  
The Honorable James Whitmore

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

City Attorney  
City Administrator  
City Clerk

- I. Meeting Called to Order: The Honorable Mayor Avery
- II. Roll Call: City Clerk
- III. Invocation: Dr. Moses Woodruff, Fairburn United Methodist Church
- 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 November 14, 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. **AGENDA ITEMS/ PUBLIC HEARING:**
  1. Ordinance for Use Permit 2022125 Logistics Acquisitions, LLC



**Recommendation:** Based on the criteria outlined in Section 80-172 and the analysis of each provision outlined herein staff recommends approval of the Ordinance granting Logistics Acquisitions, LLC a use permit for a truck terminal at 8105 Cleckler Road. **(Planning & Zoning Department)**

**2. Ordinance for Use Permit 2022127 BCW Enterprises, INC.**

**Recommendation:** Based on the criteria outlined in Section 80-172 and the analysis of each provision outlined herein staff recommends approval of the Ordinance granting BCW Enterprises, Inc a Use Permit with conditions for a group home/shelter for six (6) adult males at 98 Orchard Street. **(Planning & Zoning Department).**

**X. CONSENT AGENDA ITEMS:**

**3. Acceptance of the Certified Official Election Votes for the 2022 Special Election**

**Recommendation:** Mayor and Council to accept the official certified votes from Fulton County Elections for the 2022 Special Election regarding the Sunday sales of alcohol. **(City Clerk Department)**

**4. Resolution to Set the Qualifying Fees for the 2023 General Election**

**Recommendation:** Mayor and Council to approve the Resolution to set the qualifying fees for the 2023 General Election at \$270.00 which is 3% of \$9,000.00 the annual salary paid to Council Members. **(City Clerk Department)**

**5. Resolution for the City of Fairburn to enter into a Memorandum of Understanding with Soccer in the Streets, Inc.**

**Recommendation:** Mayor and Council to approve the Resolution authorizing the City of Fairburn to enter into a Memorandum of Understanding with Soccer in the Street, Inc. and for other related purposes. **(Park and Recreation Department)**

**6. Resolution Authorizing an Amendment of the Emergency Cleaning Services**

**Recommendation:** Mayor and Council to approve the Resolution authorizing the execution of the Amendment of the Emergency Cleaning Services Agreement dated September 26, 2022, with RZA Facility Services, LLC for cleaning services of city owned facilities until March 31, 2023, in the amount not to exceed \$16,224.00. **(City Administration Department)**

**7. Resolution Authorizing the City of Fairburn to enter into a Consulting Services Agreement with Ashley Nicole Communications**

**Recommendation:** Mayor and Council approve the Resolution authorizing execution of the Consulting Services Agreement with Ashley N. Minter, d/b/a Ashley

Nicole Communications for Content Development Services in the amount of \$3,500.00 per month for Fiscal Year 2023. **(City Administration Department)**

**8. Resolution Authorizing the City of Fairburn to Execute an Engagement Letter with Urban Pulse Universal , LLC for Economic Development Consulting Services**

**Recommendation:** Mayor and Council to approve the Resolution authorizing execution of the Engagement Letter with Urban Pulse Universal, LLC and City of Fairburn for various economic development services in the amount of \$2,500.00 per month for Fiscal Year 2023. **(City Administration Department)**

**9. Resolution Authorizing Land Lease Agreement with Strack, Incorporation for use of land at the Fairburn Public Safety Training Center**

**Recommendation:** Mayor and Council to approve the Resolution authorizing the City of Fairburn to enter into a Land Lease with Strack, Incorporated for approximately 7.25 acres of property located at 8563 Bohannon Road for a term of five (5) years. **(Property Management Department)**

**10. Resolution Authorizing the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Cairo**

**Recommendation:** Mayor and Council to approve a Resolution authorizing the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Cairo. **(Utilities Department)**

**XI. REGULAR AGENDA ITEMS:**

**11. Resolution Authorizing the City of Fairburn to enter into an Intergovernmental Agreement for the Provision of 800 MHz Radio System Access with Fulton County**

**Recommendation:** Mayor and Council to approve the Resolution authorizing the execution of an Intergovernmental Agreement (IGA) between Fulton County, GA, and the City of Fairburn for the provision of 800 MHz Radio System Access in the amount of \$74,643.00 for years 2023, & 2024 and \$79,118.00 for years 2025 & 2026 from January 1, 2023, through December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. **(City Administration Department)**

**12. Resolution Authorizing the City of Fairburn to enter into an Intergovernmental Agreement with Fulton County for 911 Emergency Communication Services**

**Recommendation:** Mayor and Council to approve the Resolution authorizing the City of Fairburn to enter into an Intergovernmental Agreement with Fulton County for the provision of 911 Emergency Communication Services in the amount of \$400,000 annually for a term of twelve (12) Month from January 1, 2023, through



December 31, 2023, with three (3) automatic renewals commencing on January 1, of each successive year and termination at 2400 hours on December 31, 2026. **(City Administration Department)**

**13. Resolution Authorizing the City of Fairburn to enter into an Intergovernmental Agreement with Fulton County for Animal Control Services**

**Recommendation:** Mayor and Council to approve the Resolution authorizing execution of the first extension of the Intergovernmental Agreement (IGA) between Fulton County and the City of Fairburn for Animal Control Services in the amount of \$115,225.45 from January 1, 2023, through December 31, 2023. **(City Administration Department)**

**14. Reclassification and Position Allocation**

**Recommendation:** Due to the expansion of City projects and infrastructure and the need for administrative support the request is for Mayor and Council's approval to reclassify one (1) Property Manager position to Building Operations Director and add one (1) Administrative Assistant position to the Department of Property Management. **(City Administration Department)**

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

**XI. Council Comments:**

**XII. Adjournment:**

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



**City of Fairburn  
Council Meeting Minutes  
November 14, 2022  
7:00 pm**

I. The meeting was called to order by the Honorable Mayor Avery.

II. Roll Call by City Clerk, Brenda B. James found the following members present:

The Honorable Linda J. Davis  
The Honorable Pat Pallend  
The Honorable James Whitmore

The Honorable Alex Heath  
The Honorable Ulysses J. Smallwood

Members Absent: Mayor Pro Tem Hattie Portis-Jones

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

III. The invocation was provided by Dr. Maya Taylor, Open Word Christian Ministries.

IV. Pledge of Allegiance was in Unison.

V. Presentations and Proclamations: N/A

VI. Adoption of the City Council Agenda:

Councilman Smallwood made a motion to adopt the agenda as presented and Councilwoman Davis provided the second. **The motion carried unanimously.**

VII. Approval of the Minutes: Regular Council Meeting Minutes of October 24, 2022

Councilman Heath made a motion to approve the minutes as presented with Councilman Smallwood providing the second. **The motion carried unanimously.**

Special Called Meeting Minutes of November 2, 2022

Councilwoman Davis made a motion to approve the minutes as presented with Councilman Heath providing the second. **The motion carried unanimously.**

VIII. Public Comments:

Lydia Glaize said it was an honor to stand before Mayor and Council and thanked those who supported and voted for her to get elected as State Representative. She will continue to serve in a capacity that helps Fairburn become the best city, because we are situated to succeed. She emphasized to the Mayor and Council, that she will give 110% support and anything the city needs, she will work with them and never against them. As a member of this city for over 33 years, she sees no better time for her to join hands with Mayor and Council with this specific honor as your representative to make sure Fairburn continues to succeed and our residents thrive.

Tish Naghise introduced herself and stated she lived in Fayetteville but has no doubt that she will be here for the people of Fairburn. Fulton County is very dear to her as she had one son to graduate from public schools and another son graduate from Fayetteville. She stated she was here to support this body and will be working with Ms. Lydia Glaize as a team and looks forward to working with everyone.

**IX. AGENDA ITEMS/PUBLIC HEARINGS:**

**1. Rezoning Ordinance (2022088) MCRT SFR Investment LLC c/o Battle Law at Senoia Road and Landrum Road (Public Hearing)**

Planning and Zoning Interim Director, Rebecca Keefer presented this item and stated this request is to rezone 8515, 8521 Senoia Road and 0, 8521 Landrum Road from AG (Agricultural) to a PD (Planned Development) district. The purpose to rezone is to accommodate 187 townhome units, 2.20 acres of commercial use that has not been specifically identified and 17.60 acres that will be retained for conservation, which there is a lot of property that has some environmental areas in it like wetlands or stream buffers. The residential density is calculated at 4.46 density units an acre. The Highway Mixed-Use designation calls for a vibrant commercial corridor that provides an array of goods and services at a smaller scale with walkable retail centers. The rural residential character area is envisioned to preserve the rural feel and transition from rural residential down to rural districts and envisions a minimum of one acre lot sizes. The zoning districts for rural residential future land use map character area are R1, R2, R3, and R4.

Ms. Keefer discussed the site plan, and the proposed 187 units, and the two-acre commercial parcel that will be located along Senoia Road. There will be access onto the site from Senoia Road and Landrum Road. Staff reviewed the analysis in Section 80-300 and stated the proposal does not permit a use that is suitable in view of the use and development of adjacent and nearby properties and is not in conformity with the policies and intent of the land use plan. The request is not in conformance with the comprehensive plan given the vision for the largest portion of the property. Staff did recommend denial at the October 4<sup>th</sup> Planning & Zoning Commission meeting and the Commission recommended denial. We have proposed conditions that City Council could incorporate into the motion if approved.

Councilman Whitmore made a motion to open the public hearing and the second



was provided by Councilman Smallwood. **The motion carried unanimously.**

**In Favor:**

Tyler McSwain spoke in favor of this project on behalf of Battle Law Firm, and he represented Mill Creek Residential. He highlighted some development factors that is impacting this project and discussed the site plan. He said half of the site in question cannot be developed and staff pointed out some of the challenges with the flood zones that are on this site. The density that was requested is part of those factors of the layout. There are areas that cannot be developed because of the water. Moving to the Comprehensive Plan, the Highway Mixed-Use design specifically quotes, it provides an opportunity for commercial and residential land uses to coexist. That comprehensive design is for the two-acre tract that is supported by the Highway Mixed-Use overlay which is the proposed zoning district planned unit development. The property on the left-hand side of this area is rural residential, which is not compliant per US Code, and with that in mind we understand that the corridor is going to be changing or has specific character in a certain look and we believe that the layout that our clients are proposing will fit in line with the Comprehensive Plan.

Mr. McSwain stated they received comments from the public regarding traffic and they provided a traffic feasibility study which was completed in August 2022, that stated there wasn't any major improvements that were needed but we would be happy to apply contributions or changes to the roads as required by the City's ordinance and review authorities. We want to keep the residential feel and believe that with some smart design with landscaping and buffers, we can preserve the look of the corridor.

**In Opposition: N/A**

Councilman Smallwood made a motion to close the public hearing, with the second provided by Councilman Pallend. **The motion carried unanimously.**

Councilwoman Davis made a motion to deny rezoning request 2022088 with the second provided by Councilman Heath. **The motion carried unanimously.**

**2. Use Permit Ordinance (2022117) Fairburn 55 Senior Housing/Bohannon Road (Public Hearing)**

Planning and Zoning Interim Director, Rebecca Keefer presented this item and stated this request is for a use permit that has five (5) accompanying concurrent variances. The use permit will provide for an 80-unit senior housing project in AG zoning district. Senior housing is permitted by use permits as opposed to by rights and are required to come before this body and make a request to institute a senior housing use. Within the zoning ordinance, there's a set of supplemental regulations that all senior housing uses have to comply with. The first request is to reduce the front yard setback from 100' to 50' along Oakley Industrial Boulevard. The next request is



to increase the lot coverage from 15% to 28.6% and the remaining three come from supplemental use regulations required from instituting the senior housing use. The applicant would like to do renter occupied units and parking in the front yard and to allow an accessory structure in the front yard for a refuse dumpster.

The property is currently zoned AG and will continue as a result of this request and the Future Land Use Map is designated Rural Residential which identifies land uses at a maximum density of one unit per acre and identifies the acceptable uses which are single family residential, parks, and churches. She discussed the site plan which the parcel is on the corner of Oakley Industrial Boulevard and Bohannon Road. The parking lot is out front with the senior housing units in the rear.

Staff reviewed the analysis in Section 80-172 and stated the proposal does not permit a use that is suitable in view of the use and development of adjacent and nearby properties and is not in conformity with the policies and intent of the land use plan. We have identified the front set back variances does comply, but the remaining do not comply with the criteria as outlined in the staff report and staff recommends denial as well as the Planning Commission on the October 4<sup>th</sup> Planning & Zoning Commission Meeting. We did provide a series of conditions should you make the findings in favor of the application.

Councilwoman Davis made a motion to open the public hearing with the second provided by Councilman Heath. **The motion carried unanimously.**

**In Favor:**

Melanie Winfield spoke in favor of this project and spoke on behalf of Urban Poor Strategies and represented Staffins Properties, LLC. The property owner Charles Devin was in attendance. This property is located at 7875 Bohannon Road and Oakley Industrial Boulevard. There is a lot of wooded area that we do not plan to disturb, but plan to build senior housing with two buildings that will be four stories each to include forty units for senior occupancy. The buildings will be secluded and asking that the entry and exit points be on Bohannon Road because Oakley Industrial Boulevard is consumed with a number of truck traffic. We are asking for variances to reduce the setback from 100 feet to 50 feet on Oakley Industrial. We are also looking to have the front yard accommodate parking for the residents as well as a dumpster and to increase the lot occupancy from 15% to 28.6%.

Some of the features and amenities of the property will include a balcony for the residents to enjoy outside weather. All the units will be accessible from an interior hallway, an ADA accessible walking trail, a pickleball court, a swimming pool, a fitness center with community rooms, a courtyard, two dog parks, a picnic area, and a car wash area. There will be elevators at each building as we target the older age community. When we presented our community engagement sessions, there was concerns of traffic which we have proposed the access points be on Bohannon Road. They also had a market and feasibility study completed and stated this location is



suitable for senior housing. They held community engagement sessions as required by the ordinance who reside within 500 feet of the property and they included residents within 2,000 feet and mailed out 309 notifications and advertised on social media, trying to recruit individuals to come in and hear about this project. We held four sessions, two in person and two virtual sessions. The only item that was concerning was the traffic.

Pastor Hayes Clayton spoke in favor of the use permit. He said he feels this would be a very wonderful project; he has a few seniors in his church that could benefit from this, and it could also support Fairburn.

Abril Robinson spoke in favor of this project; she is a licensed relator in the area. This land is zoned AG-1 and has a very limited use because of the wetlands and impervious setbacks and the likelihood of someone purchasing this property for one to two single families is very low. This project is very strong, and she said she feels it would do well there.

#### **In Opposition:**

Lydia Glaze spoke in opposition of the project. She said that when Fairburn started building senior homes, Mayor and Council made sure there was transportation available and the needs of the seniors would be in a space where they can walk to and from the grocery store, and to get on the bus and go to a doctor's appointment. This location does not provide all of the seniors needs and asked that this request be denied.

Councilman Smallwood made a motion to close the public hearing, with the second provided by Councilwoman Davis. **The motion carried unanimously.**

Councilman Smallwood made a motion to deny the use permit for a senior housing development at 7875 Bohannon Road, with the second provided by Councilwoman Davis. **The motion carried unanimously.**

### **3. Resolution Recognizing the Proliferation of Investor-Owned Housing in the City of Fairburn**

City Administrator, Tony Phillips presented this item and stated there has been a proliferation over several years of investor-owned properties in the City of Fairburn. He stated the Redfin Study found that in Fairburn's 30213 zip code, institutional investors comprise nearly 50% of home purchases in 2021. Those investor properties depress home values and cause other quality of life issues within communities. At a recent Georgia Municipal Association District 3 meeting, there were an upward of twenty area-wide cities, that are experiencing this same challenge. We are requesting the approval of this Resolution recognizing the proliferation of investor-owned housing in the City of Fairburn and urging the Georgia General Assembly to



protect communities by passing legislation to regulate corporate ownership of private homes.

Councilman Pallend made a motion to approve the Resolution to urge the Georgia General Assembly to protect communities by passing legislation to regulate corporate ownership of private homes. The second was provided by Councilwoman Davis.

Councilwoman Davis said she was excited about the Resolution; she and her colleagues have researched this and have tried to fight the institutionalized investor's coming into our community and making havoc for our communities. She said part of her research has determined that this is a human rights issue and is happy Fairburn is taking a stand, she thanked Mr. Phillips for taking a lead on something that needs to be done for the City of Fairburn.

Councilman Whitmore said this is something that our city was hit with back in the downfall of the market. We had investors come in one community that has suffered greatly and is still suffering. This is very much needed for us to stand together and support this type of legislation. Asking our state legislators to do their part so that we can curve some of this in the city.

Councilman Heath said with him being a mortgage banker in 2007 until 2017, he saw where people were losing their homes. A lot of these investors were going out and getting loans to purchase these homes for it to go back to the banks. They had a backlog of homes that have been repossessed until it caused the rest of them to crash. With the interest rates going back up, it is the same thing that took place in 2007, people will be losing their homes. He wants to protect the citizens of Fairburn and all other neighboring communities and wants to see the legislators do whatever it takes to eliminate the possibility of us going through another downturn in our economy.

Mayor Avery said the lack of care in some of the neighborhoods are an issue and is glad this was brought forward. After discussion, **the motion carried unanimously.**

#### **4. Memorandum of Understanding with Music Education Group**

Parks & Recreation Director, Chapin Scott presented this item and said Parks & Recreation was always looking at ways to connect our youth to opportunities and this one with Music Education Group is a Memorandum of Understanding to provide free music education training. Within the Youth Center, they will install a studio and podcast area to engage our youth for six weeks. They are offering courses like music engineering, podcasting, artist development, elements of songwriting, music business, and industry laws. This will be a six-week course, and this will be a mobile studio that will train all of our teens that are in the program, and we will have a limited number that can attend and is a completely free program to us and our youth.



Councilman Heath made a motion to approve the Music Education Group Memorandum of Understand (MOU) for the provision of multimedia and technology training at the Fairburn Youth Center, with the second provided by Councilman Whitmore.

Councilman Whitmore commended Mrs. Scott for thinking outside the box and finding innovative ways to bring programs like this to the City of Fairburn. It is an opportunity for our youth to engage in levels that they would not be able to engage and thinks it is a great program and is looking to hear positive results from the children that will be participating and want to invite them to share with Mayor and Council their level of excitement and the things they've learned.

Councilwoman Davis said this was awesome, it gives another outlet for our youth. We have some very creative and talented youth. The most important thing is that they will teach music business, we have artists right now that do not know the music business and she thinks this will make a difference and thanked Ms. Scott for doing an outstanding job.

Mayor Avery commended Mrs. Scott for the digital media portions of the program which is very important in today's society. After discussion, **the motion carried unanimously.**

#### **5. Resolution for Local Option Sales Tax (LOST) Proceeds & Certification of Distribution**

City Administrator, Tony Phillips presented this item and stated the summary for this item after six months of negotiations between fifteen cities and Fulton County, they were able to strike an agreement with Fulton County Commissioners for the distribution of LOST for the next ten years, which is about \$3.8 billion. The previous agreement for the last ten years, the county was getting about 4.9% of LOST revenue in which they started out requesting 35% which was brought down to an average over the next ten years to 9.9%, which is a graduated increase that starts at 5% in the first year and graduates up to 12.5 % in the final years. No city will receive less in the next ten years than they did in the previous ten years. This item seeks approval from Council for the Mayor to enter into an agreement, a certification that goes to the State to memorialize this agreement between the other cities and county. The amount for Fairburn for the next ten years is roughly \$53 million, which is about \$5.3 million a year, that is a slight increase of what we've received in the last ten years.

Councilwoman Davis made a motion to approve a Resolution to approve a distribution of Local Option Sales Tax (LOST) proceeds; to authorize the Mayor and Council to execute a Certificate of Distribution for submission to the Commissioner of the Department of Revenue, to preserve rights, and for other related purposes. The second was provided by Councilman Whitmore.

Councilman Whitmore said we had our City Administrator and Assistant City Administrator sit through these negotiations along with the Mayor to represent our city and knew of other elected officials that participated, and he wanted to commend Mr. Phillips and Mrs. Criss for volunteering to stay and work with the attorney to get to the outcome that we have. He publicly thanked them for their professionalism and representing a city that is situated to succeed.

Councilwoman Davis said ditto on what Councilman Whitmore said, it was amazing.

Mayor Avery stated this was a painful process for all fifteen cities and thanked Mr. Phillips and Mrs. Criss for setting the stage as it related to a lot of written documentation that would have cost us a lot of money. After discussion, **the motion carried unanimously.**

#### **6. Recertification in Georgia Municipal Association's City of Ethics Program**

City Administrator, Tony Phillips presented this item and said this was a recertification of the GMA's City of Ethics program. There are a few adjustments to the recertification but not a lot of change. We are requesting that Mayor and Council approve the Resolution readopting ethical principles established by the Georgia Municipal Association (GMA) and requesting recertification in GMA's Certified City of Ethics Program.

Councilwoman Davis made a motion to approve the Resolution to readopt ethical principles established by GMA and requesting recertification in GMA's Certified City of Ethics Program, with the second provided by Councilman Smallwood.

Councilwoman Davis said she was excited we are doing this, and every city should be a City of Ethics. After discussion, **the motion carried unanimously.**

#### **X. City Administrator's Report will be discussed on December 12, 2022.**

#### **XI. Council Comments**

Councilman Pallend – N/A

Councilman Smallwood – N/A

Councilwoman Davis – N/A

Councilman Heath – N/A

Councilman Whitmore made a comment on the referendum issue that we encountered that was not on the ballot. He personally recognized City Clerk, Brenda James for having this issue corrected within 24 hours and had another machine onsite to correct the ballot. She jumped on it quickly and stood her ground to get this resolved. He stated for the record, he has received phone calls from some Christians, and they told him he was wrong for voting for it and for even wanting this on the ballot, but he stands firm on separating government and religion and stands firm on doing what is necessary to assist



our businesses to thrive in a positive way. He applauded Mrs. James, Mayor, and Council for taking the stance on making it happen.

Mayor Avery asked Mrs. James to make a comment about the certification.

Mrs. Brenda James stated that the referendum passed, and once Fulton County certifies the votes, a letter will be going out to the businesses advising them when they can start selling alcohol.

Mr. Phillips stated that the Clerk has explained the process and Mrs. James and Mrs. Criss are coordinating the next steps and reiterated words in reference to Mrs. James, experience is a value and thanked Councilman Smallwood for picking up on the ballot issue the first day.

Mayor Avery stated this will be the only Council meeting in the month of November, we have one meeting in December, which will be December 12<sup>th</sup>. We have a Christmas Tree Fireworks show in the Courtyard on December 3<sup>rd</sup> from 6 pm to 8 pm. There's a runoff election scheduled for December 6<sup>th</sup>.

Ms. James stated that early voting will begin on November 28<sup>th</sup> and if you are voting absentee, you can ask for your absentee ballot now.

Mr. Phillips stated they are actively filling the Director of Planning & Zoning and the Finance Director positions and will have more news at the next meeting.

A motion was made by Councilman Whitmore to go into Executive Session for litigation with the second provided by Councilman Heath. **The motion carried unanimously.**

A motion was made by Councilman Whitmore to close Executive Session, with the second provided by Councilman Heath. **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 8:15 pm. **The motion carried unanimously.**

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Brenda B. James, City Clerk

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Mario Avery, Mayor





**CITY OF FAIRBURN  
PLANNING & ZONING COMMISSION  
AGENDA ITEM**

**SUBJECT: USE PERMIT 2022125 LOGISTICS ACQUISITIONS, LLC**

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

**Submitted: 09/09/22**

**Planning Commission: 11/01/22**

**City Council: 12/12/22**

**DEPARTMENT:** Community Development, Planning and Zoning Office

**BUDGET IMPACT:** None

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

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**PURPOSE:** For the Mayor and City Council to review a use permit for a truck terminal at 8105 Cleckler Road.

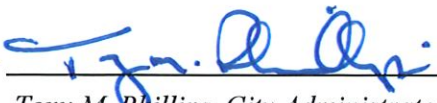
**HISTORY:** This property was previously a truck terminal for JB Hunt Transport Services, Inc. The use was abandoned for longer than six (6) months so the nonconforming use on the property is no longer allowed to continue or be re-established, pursuant to Section 80-243 (nonconforming lots, uses, and structures) of the City's Code of Ordinances.

**FACTS AND ISSUES:** The applicant is requesting the approval of a use permit to allow a truck terminal at 8105 Cleckler Road. The property is zoned M-2 (Heavy Industrial) and consists of (+/-) 4.3 acres of land. The M-2 (Heavy Industrial) zoning district does not allow truck terminals by right, rather it allows an applicant to make a request for consideration of a use permit.

This property was previously a truck terminal for JB Hunt Transport Services, Inc. The use was abandoned for longer than six (6) months so the nonconforming use on the property is no longer allowed to continue or be re-established, pursuant to Section 80-243 (nonconforming lots, uses, and structures) of the City's Code of Ordinances.

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Based on the criteria outlined in Section 80-172 and the analysis of each provision outlined herein staff recommends **APPROVAL** of the use permit for a truck terminal at 8105 Cleckler Road.

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

## APPLICATION INFORMATION

### Use Permit Petition 2022125

#### APPLICANT/PETITIONER INFORMATION

**Property Owner**  
Cle I, LLC

**Petitioner**  
Logistics Acquisitions, LLC

#### PROPERTY INFORMATION

**Address:** 8105 Cleckler Road [parcel # 07290001560699]  
Land Lot 157, District 7

**Land Lot and District:**

**Frontage:** Cleckler Road

**Area of Property:** +/- 4.3 acres

**Existing Zoning and Uses:** M-2 (Heavy Industrial)

**Prior Zoning Cases/History:** N/A

**Overlay District:** N/A

**2035 Comprehensive Future Land Use Map Designation:** Industrial

#### MEETING AND HEARING DATES

**Planning and Zoning Commission Meeting**  
Tuesday, November 1, 2022

**City Council Public Hearing**  
Monday, December 12, 2022

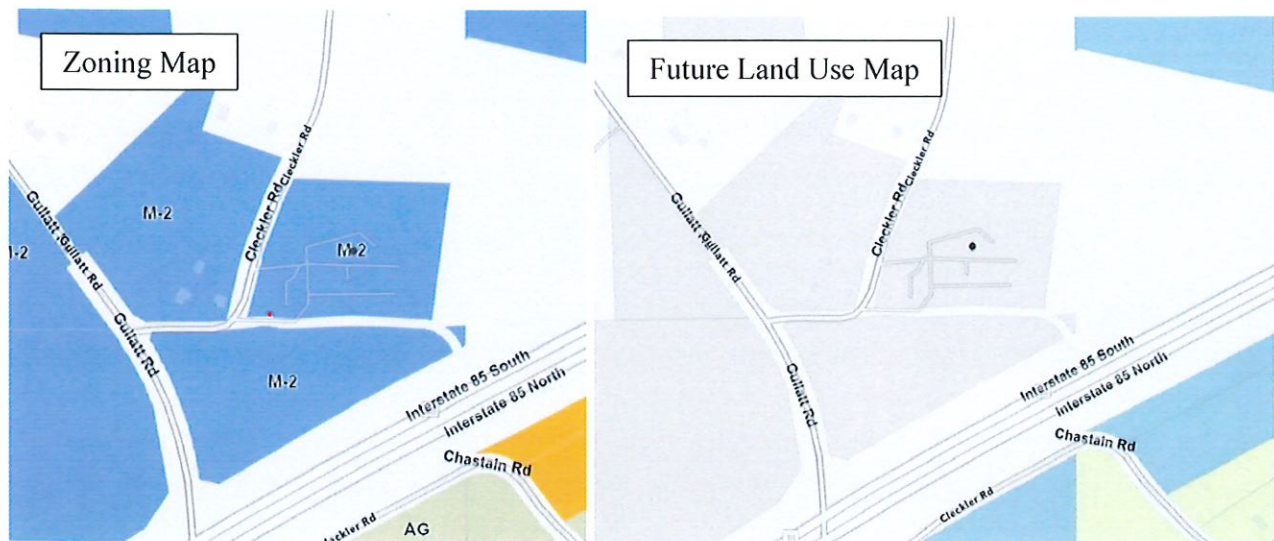
#### EXISTING ZONING AND LAND USE OF ABUTTING PROPERTIES

**North:** City of South Fulton  
**South:** M-2 (Heavy Industrial)  
**East:** City of South Fulton  
**West:** M-2 (Heavy Industrial)

#### PARCEL MAP



## ZONING MAP & FUTURE LAND USE MAP



Dark Grey = Industrial  
Blue = Office/Industrial  
Green = Rural Residential

## STAFF COMMENTS

### Planning & Zoning

1. On-site security shall be provided by the owner or operator of the truck stop 24 hours a day, seven days a week.
2. No long-term storage of trailers or trucks shall be allowed on the lot.
3. No overnight or sleeping facilities shall be provided on the lot.

### Engineering

1. The ingress and egress to the property must conform the GDOT Regulations for Driveway and Encroachment Control with regard to driveway/entrance spacing & placement requirements. As such, the minimum distance between the proposed access points is 125 feet, from radius return to radius return. This should be verified.

## USE PERMIT CRITERIA

Section 80-172 Use Permit Considerations: Staff has reviewed said items pertaining to the subject use and offers the following comments:

1. Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council;



Staff finds this proposal is consistent with the 2040 comprehensive land use plan. The subject property is in the Industrial Character Area and the 2040 Comprehensive Plan states the appropriate uses are:

- Manufacturing, Processing, and Fabrication
- Warehousing and Storage
- Automobile and Truck Sales and Maintenance
- Printing and Publishing

The Industrial Character Area is solely dedicated to industrial uses such as manufacturing, warehousing, fabrication, and processing.

The appropriate zoning district in the Residential Character Area are M-1 and M-2.

**2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed;**

Staff finds that this proposal is compatible with surrounding land uses and zoning. The area consists of industrial uses in the City of Fairburn and City of South Fulton along Cleckler Road and Gullatt Road.

**3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;**

The proposed use does not violate any known statutes, ordinances, or regulations governing land development. The applicant will be required to comply with all City of Fairburn regulations.

**4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;**

The proposed use of the land for a truck terminal does not appear to create a nuisance on traffic flow, vehicular nor pedestrian, as this was previously an existing use.

**5. The location and number of off-street parking spaces;**

The application proposes a gravel truck terminal that would only be used for truck and trailer parking.

**6. The amount and location of open space;**

The property is +/- 4.3 acres and the applicant is not proposing any new lot coverage. The lot would remain gravel and accommodate trucks and trailers temporarily parking on the site.

**7. Protective screening;**

The adjacent properties are zoned industrial; therefore, there are no adjacent uses that would benefit from the addition of any protective screening. The applicant is proposing a 6-foot chain link fence with 3 rows of protective barb wire.

**8. Hours and manner of operation;**

The proposed hours of operations are from 8am – 6pm.

**9. Outdoor lighting; and**

The applicant is proposing security lighting on the site.

**10. Ingress and egress to the property**

The are two ingress/egress point for the property is located on Cleckler Road that are existing.

**STAFF RECOMMENDATIONS**

Staff finds that the use permit request to allow a truck terminal at 8105 Cleckler Road does conform with the 2040 Comprehensive Plan and Future Land Use Map. The Future Land Use Map designates the subject property as Industrial, which identifies the sole use of the property as industrial. It does not appear that the proposed use of the property for a truck terminal would cause a detriment to the adjacent or near nearby properties and should not have a significant impact on traffic flow.

Staff recommends **APPROVAL** of the request for a use permit for a truck terminal at 8105 Cleckler Road.

The Planning and Zoning Commission recommended APPROVAL of the request for a use permit for a truck terminal at 8105 Cleckler Road at the regularly scheduled meeting on November 1, 2022.

#### **ATTACHMENTS**

- Exhibit A: Legal Description
- Exhibit B: Site Plan
- Exhibit C: Letter of Intent
- Exhibit D: Use Permit Application

Re: USE PERMIT 2022125  
Property of Cle I, LLC  
8105 Cleckler Road  
Parcel ID No.: 07290001560699  
4.3 acres; Land Lot 157  
District 7  
Fairburn, Fulton County, Georgia

**AN ORDINANCE GRANTING THE APPLICANT, LOGISTICS ACQUISITIONS, LLC, A USE PERMIT TO ALLOW FOR A TRUCK TERMINAL; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

**Whereas**, Chapter 80, Article II, Zoning Districts, Section 80-86 – M-2 (Heavy Industrial) Zoning District, (22) Truck terminals/truck stops, subject to a use permit., requires that, pursuant to Section 80-239 Truck terminals/truck stops, a Use Permit be obtained for truck terminals located within the City of Fairburn as an M-2 (Heavy Industrial) use; and

**Whereas**, Chapter 80, Article IV, Section 80-171 of the City of Fairburn Zoning Ordinance requires approval of the Use Permit by the City of Fairburn City Council; and

**Whereas**, Chapter 80, Article IV, Section 80-196 through Section 80-239 of the City of Fairburn Zoning Ordinance allows for the operation of certain uses, including truck terminals, within the M-2 (Heavy Industrial) Zoning District, within the City of Fairburn only by way of a use permit, describes the objective criteria to be evaluated in deciding whether to grant a requested use permit, and permits City Council to attach other conditions that it deems necessary to protect the environment as well as the public health, safety and welfare; and

**Whereas**, the Applicant, Logistics Acquisitions, LLC seeks a use permit (2022125) for an M-2 (Heavy Industrial) Zoning District use, in accordance with its petition, in order to allow a truck terminal onto 4.3 acres located at 8105 Cleckler Road with parcel identification number 07290001560699 in the M-2 (Heavy Industrial) Zoning District as described in Exhibit A; and

**Whereas**, pursuant to the requirements of the Zoning Procedures Act and the City of Fairburn Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 12th day of December, 2022; and

**Whereas**, pursuant to Chapter 80, Article IV, Section 80-171(5)(b) of the City of Fairburn Zoning Ordinance, the Use Permit, if granted, shall expire within three years from the date of approval of this resolution, unless a land disturbance permit, building permit, business license or certificate of occupancy has been issued.

**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia:**



**Section 1.** That a use permit is granted to the Applicant, Logistics Acquisitions, LLC, in accordance with Chapter 80, Article IV.- Administrative Permits and Use Permits of the City of Fairburn Zoning Ordinance in order to allow a truck terminal at the location 8105 Cleckler Road with parcel identification numbers 07290001560699, in the M-2 (Heavy Industrial) Zoning District, the City of Fairburn City Council concluding that the use permit should be granted.

**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 of parts hereof would be declared or adjudicated invalid or unconstitutional.

**Section 3.** This Ordinance shall become effective on the 12th day of December, 2022.

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

APPROVED this 12th day of December, 2022, by the Mayor and Council of the City of Fairburn, Georgia.

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Mario Avery, Mayor

ATTEST:

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Brenda James, City Clerk

APPROVED AS TO FORM:

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Rory K. Starkey, City Attorney



**CITY OF FAIRBURN  
PLANNING & ZONING COMMISSION  
AGENDA ITEM**

**SUBJECT: USE PERMIT 2022127 BCW ENTERPRISES, INC**

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

**Submitted: 09/09/22    Planning Commission: 11/01/22**

**City Council: 12/12/22**

**DEPARTMENT:** Community Development, Planning and Zoning Office

**BUDGET IMPACT:** None

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

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**PURPOSE:** For the Mayor and City Council to review a use permit for a group home/shelter for six (6) adult males.

**HISTORY:** This property is a vacant single-family home that has historically been used as a single-family home.

**FACTS AND ISSUES:** The applicant is requesting the approval of a use permit to allow a group home/shelter for six (6) adult males at 98 Orchard Street. The property is zoned R-3 (Single-family Residential) and consists of 0.50 acres of land. The AG (Agricultural) zoning district does not allow group homes/shelters by right, rather it allows an applicant to make a request for consideration of a use permit.

This group home/shelter would accommodate transitional housing to six (6) adult males. The proposed operation would be to have two persons to a room for up to twelve (12) months of housing. This facility would have 24-hour staffing with three (3) rotating shifts. This would include behavioral specialist, house director and assistant director, and house counselors.

The existing facility has three (3) off-street parking spaces, and the only transportation available for residents would be via care support team. Residents will not have access to personal vehicles. The parking would be utilized by staff only. The applicant stated that this use would not cause any disruption in traffic flow.

**FUNDING SOURCE:** N/A

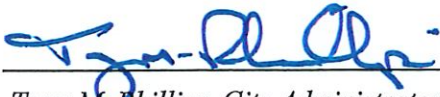
**RECOMMENDED ACTION:** Based on the criteria outlined in Section 80-172 and the analysis of each provision outlined herein staff recommends **APPROVAL** of the use permit for a group home/shelter at 98 Orchard Street with the following conditions:

1. Group home/shelter use is authorized if and only if the regulatory improvements for this occupancy maintain the residential character of the structure and site. The intent is for this condition to apply primarily to the exterior of the structure, but certain improvements may impact the interior as well. The determination of whether the improvements are residential in nature shall be made by the Planning and Zoning Director. If the improvements negatively impact the residential character, the



land use is not permitted. Such minor improvements as accessible parking or accessible ramps shall not be considered to negatively impact the residential character of the property.

2. There shall be a maximum of six (6) residents authorized to reside at the group home/shelter at any given time.
3. For as long as this group home/shelter use is carried out on the site, parking shall be limited to staff and visitors. No resident vehicles are permitted to remain on the property for more than 24 hours at a time. Passenger vans may remain on the property for a period of 24 hours maximum for the purpose of loading and unloading people and supplies. Long-term storage of any vehicles is prohibited.
4. No more than two guests are allowed on the premises at the same time.
5. An occupational tax certificate is required prior to initiation of group home/shelter use.
6. Requisite state certifications and licenses shall be obtained prior to issuance of occupational tax certificate for the group home/shelter.



*Tony M. Phillips, City Administrator*

## APPLICATION INFORMATION

Use Permit Petition 2022127

### APPLICANT/PETITIONER INFORMATION

**Property Owner**  
Lakes Georgia Properties, LLC

**Petitioner**  
BCW Enterprises, Inc

### PROPERTY INFORMATION

**Address:** 98 Orchard Street [parcel # 09F170900670486]  
**Land Lot and District:** Land Lot 101, District 25

**Frontage:** Orchard Street & Strickland Street

**Area of Property:** +/- 0.50 acres

**Existing Zoning and Uses:** R-3 (Single-family Residential)

**Prior Zoning Cases/History:** N/A

**Overlay District:** N/A

**2035 Comprehensive Future Land Use Map Designation:** Town Center Mixed-use

### MEETING AND HEARING DATES

**Planning and Zoning Commission Meeting**  
Tuesday, November 1, 2022

**City Council Public Hearing**  
Monday, December 12, 2022

### EXISTING ZONING AND LAND USE OF ABUTTING PROPERTIES

**North:** R-3 (Single-family Residential)

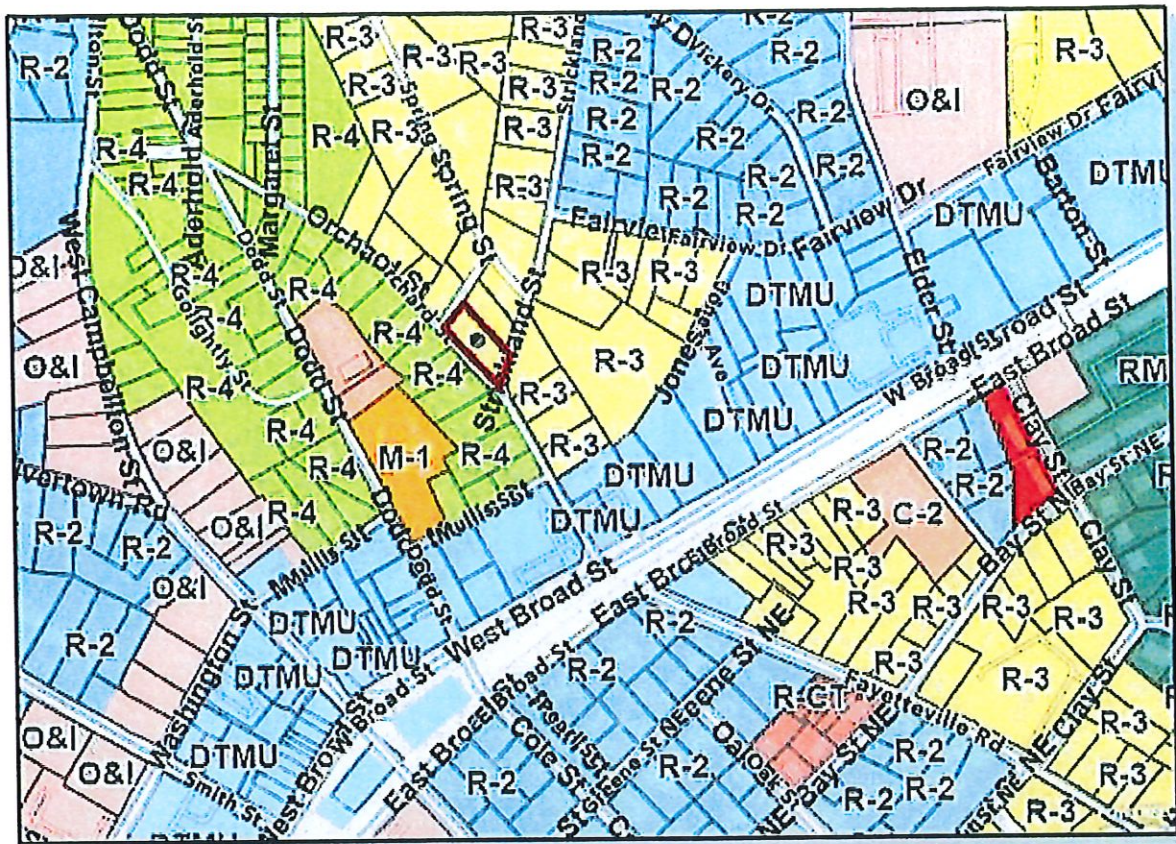
**South:** R-3 (Single-family Residential) & R-4 (Single-family Residential)

**East:** R-3 (Single-family Residential)

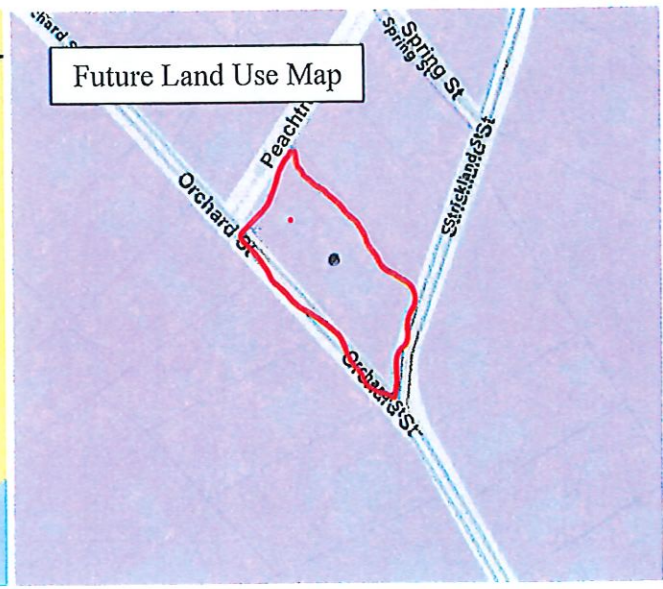
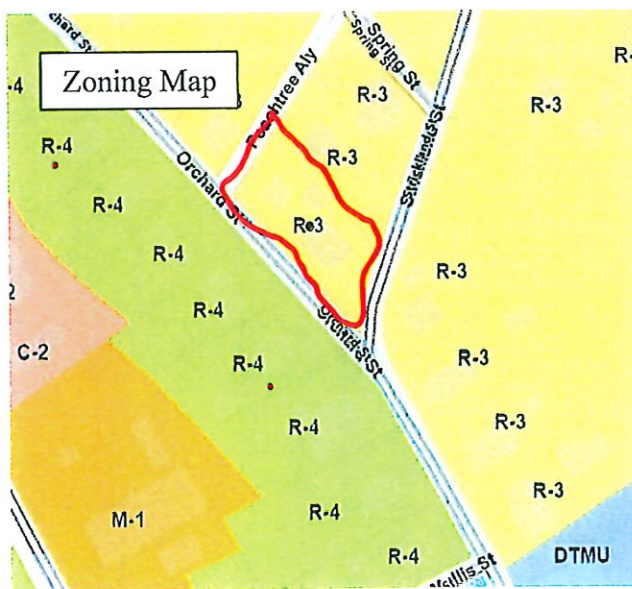
**West:** R-4 (Single-family Residential)

### PARCEL MAP





# ZONING MAP & FUTURE LAND USE MAP



Purple = Town Center Mixed Use

# STAFF COMMENTS



## Fire

1. The building is required to be protected throughout by an approved automatic sprinkler system, pursuant to NFPA 101, Section 32.3.3.5.
2. A fire alarm system is required pursuant to NFPA 101, Section 32.3.3.4.1 through 32.3.3.4.3 and 32.3.3.4.6.
3. Smoke detectors are required to be provided in accordance with NFPA 101, Section 32.3.3.4.8.
4. Every bathroom door shall be designed to allow opening from the outside during an emergency when locked.

### **USE PERMIT CRITERIA**

Section 80-172 Use Permit Considerations: Staff has reviewed said items pertaining to the subject use and offers the following comments:

- 1. Whether the proposal use is consistent with the comprehensive land use plan adopted by the city council;**  
Staff finds this proposal is consistent with the 2040 comprehensive land use plan. The subject property is in the Town Center Mixed Use Character Area and the 2040 Comprehensive Plan states the appropriate uses are:

- Mixed Use
- Civic/Institutional/Educational
- Residential (all types)
- Commercial/Retail/Office

The Town Center Mixed Use Character Area encourages a mix of uses and various housing types. The close proximity to Downtown Fairburn is ideal for a wide range of uses that encourages transit usage and maintains the integrity of interconnected grid and pedestrian circulation.

The appropriate zoning district in the Residential Character Area are RM-12, RM-36, R-3, R-4, R-CT, and O&I.

- 2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed;**

Staff finds that this proposal is compatible with surrounding land uses and zoning. The area consists of single-family homes and is approximately 700-feet from West Broad Street and Downtown Fairburn.

- 3. Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development;**

The proposed use does not violate any known statutes, ordinances, or regulations governing land development. The applicant will be required to submit copies of applicable local, state, and federal permits and/or licenses required for a group homes/shelters prior to the issuance of a certificate of occupancy and business license.

- 4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets;**

The proposed use of the land for a group home/shelter does not appear to create a nuisance on traffic flow, vehicular nor pedestrian.

- 5. The location and number of off-street parking spaces;**

The application proposes 3 parking spaces, which appear to meet the need for parking on the site. This proposal limits vehicular traffic to staff driving to the site and a passenger van to transport residents.

- 6. The amount and location of open space;**



The property is +/- 0.50 acres and has enough open space to allow for outdoor activities without creating a nuisance.

**7. Protective screening;**

The adjacent residential properties do not require any type of buffers based on application of the zoning regulations. This proposal does not propose to remove any of the existing vegetation nor the existing fence.

**8. Hours and manner of operation;**

The proposed use would have staff at the location 24-hours a day along with residents that would be living at the home. The applicant has stated that staff will typically be two (2) people but not more than three (3) at any given time.

**9. Outdoor lighting; and**

The applicant is proposing security lighting at the front and rear doors of the existing structure.

**10. Ingress and egress to the property**

The one ingress/egress point for the property is located on Orchard Street.

### **STAFF RECOMMENDATIONS**

Staff finds that the use permit request to allow a group home/shelter at 98 Orchard Street does conform with the 2040 Comprehensive Plan and Future Land Use Map. The Future Land Use Map designates the subject property as Town Center Mixed Use, which identifies a mix of uses as the intended development. It does not appear that the proposed use of the property for a group home/shelter would cause a detriment to the adjacent or near nearby properties and should not have a significant impact on traffic flow.

Staff recommends **APPROVAL with CONDITIONS** of the request for a use permit for a group home/shelter at 98 Orchard Street. Staff recommends the following conditions:

7. Group home/shelter use is authorized if and only if the regulatory improvements for this occupancy maintain the residential character of the structure and site. The intent is for this condition to apply primarily to the exterior of the structure, but certain improvements may impact the interior as well. The determination of whether the improvements are residential in nature shall be made by the Planning and Zoning Director. If the improvements negatively impact the residential character, the land use is not permitted. Such minor improvements as accessible parking or accessible ramps shall not be considered to negatively impact the residential character of the property.
8. There shall be a maximum of six (6) residents authorized to reside at the group home/shelter at any given time.
9. For as long as this group home/shelter use is carried out on the site, parking shall be limited to staff and visitors. No resident vehicles are permitted to remain on the property for more than 24 hours at a time. Passenger vans may remain on the property for a period of 24 hours maximum for the purpose of loading and unloading people and supplies. Long-term storage of any vehicles is prohibited.
10. No more than two guests are allowed on the premises at the same time.
11. An occupational tax certificate is required prior to initiation of group home/shelter use.
12. Requisite state certifications and licenses shall be obtained prior to issuance of occupational tax certificate for the group home/shelter.

The Planning and Zoning Commission recommended **DENIAL** of the request for a use permit for a group home/shelter at 98 Orchard Street at the regularly scheduled meeting on November 1, 2022.

#### **ATTACHMENTS**

Exhibit A: Letter of Intent

Exhibit B: Application



Re: USE PERMIT 2022127  
Property of Lakes Georgia Properties, LLC  
98 Orchard Street  
Parcel ID No.: 09F170900670486  
0.50 acres; Land Lot 101  
District 25  
Fairburn, Fulton County, Georgia

**AN ORDINANCE GRANTING THE APPLICANT, BCW ENTERPRISES, INC., A USE PERMIT, SUBJECT TO CERTAIN CONDITIONS, TO ALLOW FOR A MEDIUM GROUP HOME/SHELTER FOR SIX ADULT MALES; TO IDENTIFY THE CONDITIONS ATTACHED TO THE GRANT OF THE USE PERMIT; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, AND IT IS HEREBY ORDAINED BY AUTHORITY OF THE SAME THAT:

**Whereas**, Chapter 80. Article II, Zoning Districts, Section 80-74 – R-3 (Single-family Residential) Zoning District, subject to a use permit., requires that, pursuant to Section 80-212, a Use Permit be obtained for medium group home/shelters located within the City of Fairburn as an R-3 (Single-family Residential) zoning district use; and

**Whereas**, Chapter 80, Article IV, Section 80-171 of the City of Fairburn Zoning Ordinance requires approval of the Use Permit by the City of Fairburn City Council; and

**Whereas**, Chapter 80, Article IV, Section 80-196 through Section 80-239 of the City of Fairburn Zoning Ordinance allows for the operation of certain uses, including medium group home/shelters, within the R-3 (Single-family Residential) Zoning District, within the City of Fairburn only by way of a use permit, describes the objective criteria to be evaluated in deciding whether to grant a requested use permit, and permits City Council to attach other conditions that it deems necessary to protect the environment as well as the public health, safety and welfare; and

**Whereas**, the Applicant, BCW Enterprises, Inc. seeks a use permit (2022127) for an R-3 (Single-family Residential) Zoning District use, in accordance with its petition, in order to allow a medium group/home shelter onto 0.50 acres located at 98 Orchard Street with parcel identification number 09F170900670486 in the R-3 (Single-family Residential) Zoning District as described in Exhibit A; and

**Whereas**, pursuant to the requirements of the Zoning Procedures Act and the City of Fairburn Zoning Ordinance, a properly advertised public hearing was held not less than 15 nor more than 45 days from the date of publication of notice, and which public hearing was held on the 12th day of December, 2022; and

**Whereas**, pursuant to Chapter 80. Article IV, Section 80-171(5)(b) of the City of Fairburn Zoning Ordinance, the Use Permit, if granted, shall expire within three years from the date of approval of this resolution, unless a land disturbance permit, building permit, business license or certificate of occupancy has been issued.



**NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Fairburn, Georgia:**

**Section 1.** That a use permit is granted to the Applicant, Logistics Acquisitions, LLC, in accordance with Chapter 80, Article IV.- Administrative Permits and Use Permits of the City of Fairburn Zoning Ordinance in order to allow a medium group home/shelter at the location 98 Orchard Street with parcel identification numbers 09F170900670486, in the R-3 (Single-family Residential) Zoning District, the City of Fairburn City Council concluding that the use permit should be granted, subject to certain conditions.

**Section 2.** That the granted use permit is limited by the following conditions:

1. Group home/shelter use is authorized if and only if the regulatory improvements for this occupancy maintain the residential character of the structure and site. The intent is for this condition to apply primarily to the exterior of the structure, but certain improvements may impact the interior as well. The determination of whether the improvements are residential in nature shall be made by the Planning and Zoning Director. If the improvements negatively impact the residential character, the land use is not permitted. Such minor improvements as accessible parking or accessible ramps shall not be considered to negatively impact the residential character of the property.
2. There shall be a maximum of six (6) residents authorized to reside at the group home/shelter at any given time.
3. For as long as this group home/shelter use is carried out on the site, parking shall be limited to staff and visitors. No resident vehicles are permitted to remain on the property for more than 24 hours at a time. Passenger vans may remain on the property for a period of 24 hours maximum for the purpose of loading and unloading people and supplies. Long-term storage of any vehicles is prohibited.
4. No more than two guests are allowed on the premises at the same time.
5. An occupational tax certificate is required prior to initiation of group home/shelter use.
6. Requisite state certifications and licenses shall be obtained prior to issuance of occupational tax certificate for the group home/shelter.

**Section 3.** 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 of parts hereof would be declared or adjudicated invalid or unconstitutional.

**Section 4.** This Ordinance shall become effective on the 12th day of December, 2022.

**Section 5.** All Ordinances and parts of Ordinances in conflict with this Ordinance are repealed to the extent of the conflict.



APPROVED this 12th day of December, 2022, by the Mayor and Council of the City of Fairburn, Georgia.

\_\_\_\_\_  
Mario Avery, Mayor

ATTEST:

\_\_\_\_\_  
Brenda James, City Clerk

APPROVED AS TO FORM:

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



CITY OF FAIRBURN  
CITY COUNCIL AGENDA ITEM

**SUBJECT: ACCEPTANCE OF THE CERTIFIED OFFICIAL ELECTION RESULTS  
FROM FULTON COUNTY FOR THE 2022 SPECIAL ELECTION**

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

**Submitted: 11/22/2022**

**Work Session: N/A**

**Council Meeting: 12/12/2022**

**DEPARTMENT: CITY CLERK**

**BUDGET IMPACT: N/A**

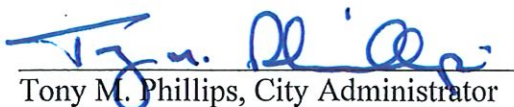
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**PURPOSE:** For Mayor and Council to accept certification of the Official Votes from Fulton County for the Special Election.

**FACTS & ISSUES:** The City of Fairburn held a Special Election for the citizens to vote regarding the Sunday sales of alcohol. Fulton County conducted the election and have presented the official results.

**HISTORY:** Once the official votes have been certified by the county, the City Council officially accepts their certification.

**RECOMMENDATION:** For Mayor and Council to accept the Certification of the Official Votes for the 2022 Special Election.

  
Tony M. Phillips, City Administrator



**WHITE** sheet to Secretary of State.  
**YELLOW** sheet to Superintendent.  
**PINK** sheet to City Clerk.  
**GOLDENROD** sheet to be posted immediately at  
the City Hall.

FOR  
( ) SPECIAL ELECTION  
( ) GENERAL ELECTION  
( ) RUNOFF ELECTION

(DATE)

City of Fardburn  
(MUNICIPALITY)

**FOR THE REFERENDUM QUESTION(S)**  
(Show the complete wording as the  
question(s) appeared on the ballot)

QUESTION: \_\_\_\_\_

**FOR THE REFERENDUM QUESTION(S)**  
(Show the complete wording as the  
question(s) appeared on the ballot)

QUESTION: \_\_\_\_\_

TOTAL NUMBER  
OF  
VOTES RECEIVED

Received \_\_\_\_\_ Yes Votes  
Received \_\_\_\_\_ No Votes

THIS REFERENDUM WAS HELD PURSUANT TO LOCAL LEGISLATION. (CITATION OF ACT CALLING FOR THE ELECTION):

\_\_\_\_\_ Ga. Laws, p. \_\_\_\_\_ and  
(Year) (Page No.)

Act No. \_\_\_\_\_ Ga laws and  
(Year)

Ga. Code Chapter \_\_\_\_\_, Section \_\_\_\_\_

(Required by Georgia Election Code,  
Section 21-2-497 (D))

TOTAL NUMBER  
OF  
VOTES RECEIVED

Received \_\_\_\_\_ Yes Votes  
Received \_\_\_\_\_ No Votes

THIS REFERENDUM WAS HELD PURSUANT TO LOCAL LEGISLATION. (CITATION OF ACT CALLING FOR THE ELECTION):

\_\_\_\_\_ Ga. Laws, p. \_\_\_\_\_ and;  
(Year) (Page No.)

Act No. \_\_\_\_\_ In laws and,  
(Year)

Ga. Code Chapter \_\_\_\_\_, Section \_\_\_\_\_

(Required by Georgia Election Code,  
Section 21-2-197 (D)).

We, the undersigned Superintendent/Supervisor of Elections and his/her Assistants, do jointly and severally certify that the above is a true and correct count of the votes cast in this Municipality. IN TESTIMONY WHEREOF, We have hereunto set our hands and seals this 12 day of August, 2010. SIGNED IN QUADRUPPLICATE.

*[Handwritten signature]*

(Seal)

*[Handwritten signature]*

(Seal)

*[Handwritten signature]*

(Seal)

(Seal) } Assistants

(Seal)

(Seal)

(Seal)

Eileen M. Walsh (Seal)  
Superintendent/Supervisor Of Elections



Election Summary Report  
Fulton County, Georgia  
Special Election  
November 08, 2022  
CITY OF FAIRBURN  
Official and Complete

Elector Group	Counting Group	Ballots	Voters	Registered Voters	Turnout
Total	Election Day	1,012	1,012		9.24%
	Advanced Voting	3,332	3,332		30.42%
	Absentee by Mail	125	125		1.14%
	Provisional	0	0		0.00%
	Total	4,469	4,469	10,952	40.81%

Precincts Reported: 4 of 4 (100.00%)

Registered Voters: 4,469 of 10,952 (40.81%)

Ballots Cast: 4,469

### City of Fairburn - Sunday Sales (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total	
Times Cast	1,012	3,332	125	0	4,469 / 10,952	40.81%
Undervotes	2	3	0	0	5	
Overvotes	0	0	0	0	0	
Candidate	Party	Election Day	Advanced Voting	Absentee by Mail	Provisional	Total
Yes		811	2,575	78	0	3,464
No		199	754	47	0	1,000
Total Votes		1,010	3,329	125	0	4,464
		Election Day	Advanced Voting	Absentee by Mail	Provisional	Total
Unresolved Write-In		0	0	0	0	0





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

#### **SUBJECT: RESOLUTION TO SET THE QUALIFYING FEES FOR THE 2023 GENERAL ELECTION**

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

**Submitted: 12/01/2022**

**Work Session: N/A**

**Council Meeting: 12/12/2022**

**DEPARTMENT: CITY CLERK**

**BUDGET IMPACT: \$300.00 Advertising 100-310-52-3300**

---

**PURPOSE:** To set the qualifying fees for the upcoming election in November 2023. There are three City Councilmembers up for elections. The fees are 3% of the current salary of the Councilmembers. The salary is \$9,000 so the qualifying fees will be \$270.00.

**FACTS & ISSUES:** Pursuant to O.C.G.A., 21-2-131(a)(1)(A), the City Council must set and publish the qualifying fees by February 1, 2023, for the November 7, 2023, General Election.

**HISTORY:** According to State Law the fees must be set by February 1<sup>st</sup> of each year in which there is an election.

**RECOMMENDATION:** Mayor and Council approve the resolution setting the qualifying fees.

  
Tony M. Phillips, City Administrator

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3  
4

RESOLUTION NO. \_\_\_\_\_

5 A RESOLUTION AUTHORIZING THE MAYOR AND COUNCIL TO  
6 ESTABLISH QUALIFICATION FEES FOR THE 2023 GENERAL ELECTION;  
7 TO PROVIDE AN EFFECTIVE DATE; TO REPEAL INCONSISTENT  
8 RESOLUTIONS; AND FOR OTHER RELATED PURPOSES.

9 WHEREAS, the City of Fairburn General Election for the office of three (3) City  
10 Council Members will be held on Tuesday, November 7, 2023 pursuant to O.C.G.A. 21-  
11 2-9(c); and

12 WHEREAS, pursuant to O.C.G.A., 21-2-131(a)(1)(A), the City Council must set  
13 and publish the qualifying fees by February 1, 2023 for the November 7, 2023 election.

14 NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of  
15 the City of Fairburn that the qualifying fee to be paid by each candidate for City Council  
16 shall be \$270.00.

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

26  
27 BE IT FURTHER RESOLVED, this Resolution shall become effective  
28 immediately upon signature by the Mayor.  
29

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

32 [SIGNATURES APPEAR ON FOLLOWING PAGE]

33 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
34



35           This 12<sup>th</sup> day of December 2022.

36

37

38

39

40

41

42   ATTEST:

43

44

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46   \_\_\_\_\_  
Brenda B. James, City Clerk

47

48

49   APPROVED AS TO FORM:

50

51

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

**CITY OF FARIBURN**

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

## **NOTICE TO SET THE QUALIFYING FEES FOR NOVEMBER 7, 2023, GENERAL ELECTION**

Pursuant to O.C.G.A. § 21-2-131(1)(A) notice is hereby given that the City of Fairburn, Georgia has adopted a resolution setting the qualifying fees for the November 7, 2023, General Election, to elect three (3) Council Members. The qualifying fee for City Council is Two Hundred-Seventy Dollars (\$270.00). Qualifying dates will be announced later.

This 12<sup>th</sup> day of January 2023

Brenda B. James  
City Clerk





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Soccer in the Streets, Inc. MOU

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

**Submitted:** 11/11/2022

**Work Session:** N/A

**Council Meeting:** 12/12/2022

**DEPARTMENT:** Parks & Recreation

**BUDGET IMPACT:** \$0

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

---

**PURPOSE:** Memorandum of Understanding (MOU) to provide a sports-based youth development program to children and families in the City of Fairburn.

**HISTORY:** Soccer in the Streets' mission is to build young leaders and cultivate healthy communities. Soccer in the Streets believes that all students deserve an opportunity to succeed, regardless of background. In partnership, Soccer in the Streets and the City of Fairburn Parks and Recreation will accomplish the above goals by providing soccer-based youth development programming to the community.

**FACTS AND ISSUES:** The mission of the City of Fairburn Parks and Recreation Department is to promote physical activity, positive social interaction, and outdoor exploration through leisure activities and recreation programs. This purpose of this partnership is to expand access to quality soccer programs in Fairburn and surrounding communities and utilize quality facilities in Fairburn for the Spring 2023 season.

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** For Mayor and Council to approve a Resolution authorizing the City of Fairburn to enter into a Memorandum of Understanding with Soccer in the Streets, Inc. and for other related purposes.

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

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO A**  
5 **MEMORANDUM OF UNDERSTANDING WITH SOCCER IN THE STREETS, INC.;**  
6 **AND FOR OTHER RELATED PURPOSES.**  
7

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

10 **WHEREAS**, Soccer in the Streets' mission is to build young leaders and cultivate healthy  
11 communities; and

12 **WHEREAS**, Soccer in the Streets, Inc., in partnership with the City of Fairburn through  
13 its Parks and Recreation Department (hereinafter "the City") will provide soccer-based youth  
14 development programming to children and families in Fairburn, Georgia; and

15 **WHEREAS**, Soccer in the Streets, Inc. and the City have agreed to enter into a  
16 Memorandum of Understanding to set forth the terms and expectations for Spring 2023 soccer  
17 enrichment programs; and

18 **WHEREAS**, Soccer in the Streets, Inc. will provide programs including the Fairburn  
19 Spring Soccer League, a teen outreach program, and development and training for volunteer  
20 coaches at no financial cost to the City; and

21 **WHEREAS**, the City will provide access and general maintenance at the Duncan Park  
22 Football Field, participant registration information and support to Soccer in the Streets, Inc.; and

23 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
24 of the citizens of the City to enter into a Memorandum of Understanding.

25 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute a  
26 Memorandum of Understanding, in substantially the form attached hereto as **Exhibit "A"**.  
27

28 **BE IT FURTHER RESOLVED**, in the event any section, subsection, sentence, clause,  
29 or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such  
30 adjudication shall in no manner affect the previously existing provisions of the other sections,  
31 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and  
32 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or  
33 unconstitutional were not originally a part thereof. The City Council declares that it would have  
34 passed the remaining parts of this Resolution if it had known that such part or parts hereof would  
35 be declared or adjudicated invalid or unconstitutional.  
36

37 **BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately  
38 upon signature by the Mayor.  
39



40 **BE IT FINALLY RESOLVED**, that any and all resolutions in conflict with this resolution  
41 be and the same are hereby repealed, only to the extent of such conflict.  
42

43 This \_\_\_\_ day of \_\_\_\_\_, 2022.  
44  
45  
46  
47

48 \_\_\_\_\_  
Mario B. Avery, Mayor  
49  
50

51 ATTEST:

APPROVED AS TO FORM:  
52  
53  
54

55 \_\_\_\_\_  
Brenda B. James, City Clerk

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

**EXHIBIT "A"**

**MEMORANDUM OF UNDERSTANDING BETWEEN SOCCER IN THE STREETS,  
INC., AND THE CITY OF FAIRBURN**



# **Memorandum of Understanding**

City of Fairburn  
and  
Soccer in the Streets, Inc.

This Memorandum of Understanding (MOU) sets forth the terms and understanding between City of Fairburn, on behalf of its Parks and Recreation Department and Soccer in the Streets, Inc. to provide a sports-based youth development program to children and families in the City of Fairburn.

## **Background**

Soccer in the Streets' mission is to build young leaders and cultivate healthy communities. Soccer in the Streets believes that all students deserve an opportunity to succeed, regardless of background.

The mission of the City of Fairburn's Parks and Recreation Department is to promote physical activity, positive social interaction, and outdoor exploration through leisure activities and recreation programs.

## **Purpose**

The purpose of this partnership is to expand access to quality soccer programs in Fairburn and surrounding communities and utilize quality facilities in Fairburn for the Spring 2023 season.

In partnership, Soccer in the Streets and the City of Fairburn, through its Parks and Recreation Department, will accomplish the above goals by providing soccer-based youth development programming to the community through the following services and resources:

- Fairburn Spring Soccer League Play – A seasonal program that is available to youth of all ages, operated by the City of Fairburn and Soccer in the Streets, Inc.
- Soccer in the Streets professional coach development training and in service – provided by Soccer in the Streets certified staff, under the jurisdiction of Georgia Soccer and the US Soccer Federation. This will be offered to volunteer coaches recruited through registration process.
- Soccer in the Streets Teen Outreach – Increase capacity in coaching and referee pools through outreach to teen participants for the "Life Works" program employability training and mentoring.
- Soccer in the Streets events and pickup play – using regular "seeding" activities to promote and create awareness for soccer programs and opportunities.

## **Provisions**

- SOCCER IN THE STREETS will provide the following related to the above activities and service:
  - Identify point of contact within staff for the purpose of management, communication, and scheduling of assets/resources
  - Soccer in the Streets will offer free soccer for all youth in the City of Fairburn, including uniforms
  - Coaching recruitment, training, and supervision
  - Registration through Georgia Soccer and access to sanctioned, inter-league play, as appropriate to provide variety in competition

- Format for training and competition, as appropriate for age groups and skill levels
  - Consultation for registration, recruitment, parent engagement and other soccer operations
  - Training and game day supervision and referee assignor
  - Partnership with soccer entities and other resource development
  - Support for organizing special events and programs related to soccer
  - Provide identifying marks and materials, as a “In Partnership with ...” entity for said programs
  - Contractor staff and volunteers must have a background check and certifications on file with Soccer in the Streets and the City of Fairburn, and the cost of such background checks will be the sole responsibility of Soccer in the Streets.
- City of Fairburn’s Parks and Recreation Department will provide the following to facilitate the partnership with Soccer in the Streets:
    - Duncan Park -Football Field (Grass Field Only) – provide access and general maintenance. This includes grass landscape, insect treating and weed maintenance.
      - Tuesdays and Thursdays: 5:30 PM -8:00 PM
      - February 1, 2023 – May 31, 2023
    - Collect and forward registration information to Soccer in the Streets for the purpose of team formation, Georgia Soccer registration input, evaluation tracking, etc.
    - Identify point of contact within staff for purpose of management, communications and scheduling of assets/resources
    - Provide letters of support, where appropriate, which will aid Soccer in the Streets in continuing to provide resources to this project
    - Communicate and coordinate closely on organizing events/programs, where Soccer in the Streets is required to play a key role in delivering services and resources
    - In the area of evaluation, provide necessary data to determine the efficacy of programs (i.e. demographics, contact information, retention, etc.)

### **Reporting**

Soccer in the Streets’ leadership along with the leadership of the City of Fairburn Department of Parks and Recreation will evaluate the effectiveness and adherence to this agreement. Evaluation of the partnership will happen on an annual basis.

### **Fields**

City of Fairburn will provide the field availability at Duncan Park for soccer activities to take place. Soccer in the Streets will use Duncan Park for practice on Tuesdays and Thursdays unless notified to change.

### **Duration**

This MOU will remain in effect February 1, 2023 – May 31, 2023 unless modified by mutual written consent of the parties or unless terminated by either party by providing thirty (30) day written notice to the other party.



## ATTACHMENTS

The documents listed below have been attached hereto and are incorporated herein as a part of this Agreement:

### **Addendum A – Insurance Requirements**

#### **Contact Information**

City of Fairburn  
Parks and Recreation Department  
149 S.W. Broad Street  
Fairburn, GA 30213  
Attn: Chapin Scott, Director  
Email: [cscott@fairburn.com](mailto:cscott@fairburn.com)

Soccer in the Streets, Inc.  
Tony Carter  
Director Of Programs  
130 Boulevard SE #1  
Atlanta, GA 30312  
Email: [tony@soccerstreets.org](mailto:tony@soccerstreets.org)

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the date(s) indicated below.

Soccer in the Street, Inc.

City of Fairburn, Georgia

\_\_\_\_\_  
Tony Carter/ Director of Programs– Signature

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

\_\_\_\_\_  
Tony Carter/ Director of Programs – Printed

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

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

Attest:

\_\_\_\_\_  
Brenda B. James, City Clerk

Approved as to Form:

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



## ADDENDUM A

### INSURANCE REQUIREMENTS

Soccer in the Streets, Inc. shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of the work hereunder by Soccer in the Streets, Inc., its agents, representatives, employees or subcontractors.

#### A. MINIMUM LIMITS OF INSURANCE

Soccer in the Streets, Inc. shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
3. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the City of Fairburn (hereinafter "City"). At the option of the City, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officer's officials, and employees; or Soccer in the Streets, Inc. shall procure a bond guaranteeing payment of losses related to investigations claim administration and defense expenses.

#### C. OTHER INSURANCE PROVISION

##### 1. General Liability, Automobile Liability, and Umbrella Liability Coverages

The City and its officers, officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Soccer in the Streets, Inc. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and its officers, officials employees or volunteers. Soccer in the Streets, Inc is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City and its officers, officials, employees and volunteers for losses arising from the work performed by Soccer in the Streets, Inc. for the City.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the City of said change of coverage, cancellation, suspension, termination or non-renewal.

#### D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the City.

#### E. VERIFICATION OF COVERAGE.

Soccer in the Streets, Inc. shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause at least thirty (30) days prior to the start of the program. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

#### F. SUBCONTRACTOR

"Subcontractor" is defined as an entity or individual, not in the employment of Soccer in the Streets, Inc who is performing all or part of the services under this Agreement under a separate contract with Soccer in the Streets, Inc.

Soccer in the Streets, Inc. shall include all subcontractors as insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this Agreement. The City may request evidence of subcontractor's insurance.

#### G. WAIVER OF SUBROGATION

Soccer in the Streets, Inc. shall require all insurance policies in any way related to the work and secured and maintained by Soccer in the Streets, Inc. to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the City. Soccer in the Streets, Inc. shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. Soccer in the Streets, Inc. shall provide the City with copies of the aforementioned written agreements.

#### H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Soccer in the Streets, Inc. shall, in addition to any other obligation hereunder agree to indemnify the City of Fairburn and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City of Fairburn, their agents, elected Officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of or resulting from claims to have resulted in whole or in part from any actual or alleged act or omission of Soccer in the Streets, Inc., any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights or other intellectual property rights by Soccer in the Streets, Inc. in the performance of the work; or c) liens, claims or actions made by Soccer in the Streets, Inc. or other party performing the work, as approved by the City.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by Soccer in the Streets, Inc., its subcontractors, as approved by the City of Fairburn, under the Worker's Compensation Act; , other employee benefit acts or any other relevant statutory law. Any costs or expenses, including attorney's fees, incurred by the City of Fairburn to enforce this agreement shall be borne by Soccer in the Streets, Inc.

#### I. NOTICE PROVISION

All notices to the City shall be addressed as follows:

**To the City:**

Mario B. Avery, Mayor  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

Tony M. Phillips, City Administrator

City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

Chapin Scott, Director of Parks and Recreation  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

**With a copy to:**

Rory K. Starkey, City Attorney  
Hilliard Starkey Law  
561 Thornton Road, Suite G  
Lithia Springs, GA 30122  
678-909-2096  
678-623-5767 (facsimile)





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Amendment of Emergency Cleaning Services Agreement

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

**Submitted:** 11/17/2022                      **Work Session:** N/A                      **Council Meeting:** 12/12/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$16,224.00

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

---

**PURPOSE:** To amend the Cleaning Services Agreement executed on September 26, 2022 for the provision of cleaning services at City-owned facilities on an emergency basis.

**FACTS AND ISSUES:** The City issued a Request for Proposals: Contracted Janitorial Services, RFP #22-018 on or about September 23, 2022 and did not receive a responsive and responsible bidder for the award of the solicited contract. The Parties desire to amend the Agreement and extend the term to provide continuous services and to provide the City with adequate time to receive and consider bids for long term janitorial services. The current contract is set to expire on December 31, 2022.

**FUNDING SOURCE:** Property Management: 100-1565-52-3900 (Other Contracted Services)

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing the amendment of the Emergency Cleaning Services Agreement dated September 26, 2022 with RZA Facility Services, LLC for cleaning services of City-owned facilities until March 31, 2023 in an amount not to exceed \$16,224.00.

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

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE AMENDMENT OF THE EMERGENCY**  
5 **CLEANING SERVICES AGREEMENT DATED SEPTEMBER 26, 2022, WITH RZA**  
6 **FACILITY SERVICES LLC; TO REPEAL INCONSISTENT RESOLUTIONS; AND FOR**  
7 **OTHER RELATED PURPOSES.**

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

10  
11 **WHEREAS**, the Parties entered into that certain **Cleaning Services Agreement** dated  
12 September 26, 2022, setting forth the terms and conditions for the provision of cleaning services  
13 for City-owned facilities on an emergency basis (the "Agreement"); and

14 **WHEREAS**, the Term of the Agreement expires on December 31, 2022; and

15 **WHEREAS**, the City issued its Request for Proposals: Contracted Janitorial Services, RFP  
16 #22-018 on or about September 23, 2022; and

17 **WHEREAS**, the City did not receive a responsive and responsible bidder for the award of  
18 the solicited contract; and

19 **WHEREAS**, the City has issued Request for Proposals: Contracted Janitorial Services,  
20 RFP #23-005 on or about November 21, 2022 to solicit additional proposals for the provision of  
21 janitorial services; and

22 **WHEREAS**, the Parties desires to amend the Agreement to extend the term of thereof to  
23 provide for continuous services to provide the City with adequate time to receive and consider bids  
24 for long term janitorial services; and

25 **WHEREAS**, the Mayor and City Council in the exercise of their sound judgment and  
26 discretion, after giving thorough thought to all implications involved, and keeping in mind the  
27 public interest and welfare of the citizens of the City, have determined it to be in the best interest  
28 of the citizens of the City, that this Resolution be adopted.  
29

30 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute an  
31 amendment to the Agreement in substantially the form attached hereto as **Exhibit "A"**.

32 **BE IT FURTHER RESOLVED**, in the event any section, subsection, sentence, clause,  
33 or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such  
34 adjudication shall in no manner affect the previously existing provisions of the other sections,  
35 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and  
36 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or  
37 unconstitutional were not originally a part thereof. The City Council declares that it would have  
38 passed the remaining parts of this Resolution if it had known that such part or parts hereof would  
39 be declared or adjudicated invalid or unconstitutional.  
40

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

43  
44 **BE IT FINALLY RESOLVED**, that any and all resolutions in conflict with this resolution  
45 be and the same are hereby repealed, only to the extent of such conflict.  
46

47 This \_\_\_\_ day of \_\_\_\_\_, 2022.

48  
49  
50 \_\_\_\_\_  
51 Mario B. Avery, Mayor  
52

53  
54 ATTEST:

APPROVED AS TO FORM:

55  
56  
57 \_\_\_\_\_  
58 Brenda James, City Clerk

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



**EXHIBIT "A"**

**AMENDED CLEANING SERVICES AGREEMENT**

CITY OF FAIRBURN, GEORGIA

**Amended Cleaning Services Agreement**

**THIS AMENDED CLEANING SERVICES AGREEMENT**, is made and entered into this \_\_\_\_ day of December 2022, by and between the City of Fairburn (the "City" or "Customer"), a municipal corporation of the State of Georgia and RZA Facility Services, LLC (the "Contractor"), a Georgia limited liability company, the City and the Contractor hereinafter sometimes referred to collectively as the "Parties".

**WITNESSETH**

**WHEREAS**, the Parties entered into that certain **Cleaning Services Agreement** dated September 26, 2022, setting forth the terms and conditions for the provision of janitorial services to City-owned facilities (the "Agreement"); and

**WHEREAS**, the Term of the Agreement expires on December 31, 2022; and

**WHEREAS**, the Parties desires to amend the Agreement to extend the Term.

**NOW, THEREFORE**, in consideration of the premises, mutual promises, and obligations set forth and contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, desiring and intending to be so bound, the Agreement is amended as follows:

**11. Termination of Agreement.**

This Agreement shall continue in effect until March 31, 2023, unless earlier terminated by either party. Termination shall be effected by giving 30 days' written notice by registered mail addressed to the non-terminating party at the address set forth in this section as follows, or such other address as the parties may advise each other from time to time in writing:

Notice to Customer: City of Fairburn  
56 Malone Street SW  
Fairburn, GA 30213  
Attn: Tony M. Phillips, CPM®  
City Administrator

Notice to RZA: RZA Facility Services LLC  
7 Pear Ct  
Sharpsburg, GA 30277

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

CITY OF FAIRBURN, GEORGIA

IN WITNESS WHEREOF, the Parties have affixed their signatures as of the date first above written.

**CITY OF FAIRBURN**

**RZA FACILITY SERVICES LLC**

By: \_\_\_\_\_  
Tony M. Phillips, CPM®  
City Administrator

By: \_\_\_\_\_  
Jose Alvarado

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

ATTEST:

\_\_\_\_\_  
Brenda B. James, City Clerk

APPROVED AS TO FORM:

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





## CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

**SUBJECT: Consulting Services Agreement**

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

**Submitted: 12/1/2022**

**Work Session: N/A**

**Council Meeting: 12/12/2022**

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$42,000.00 (\$3,500.00 per month)

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

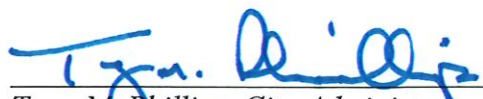
---

**PURPOSE:** Consulting services to create and manage important messaging related to City operations and activities.

**FACTS AND ISSUES:** The City of Fairburn needs the services of an experienced communications and public relations strategist to manage important messaging related to City operations and activities.

**FUNDING SOURCE:** Public Relations: 100-1320-52-1210

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing execution of the Consulting Services Agreement between Ashley N. Minter, d/b/a Ashley Nicole Communications and the City of Fairburn for Content Development Services in the amount of \$3,500.00 per month for Fiscal Year 2023.

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

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO A**  
5 **CONSULTING SERVICES AGREEMENT WITH ASHLEY NICOLE**  
6 **COMMUNICATIONS FOR CONTENT DEVELOPMENT SERVICES; TO ESTABLISH**  
7 **AN EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**  
8

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

10  
11 **WHEREAS**, the City of Fairburn needs the services of an experienced communications  
12 and public relations strategist to manage important messaging related to City operations and  
13 activities; and

14 **WHEREAS**, the Ashley N. Minter, d/b/a Ashley Nicole Communications (the  
15 "Consultant") has extensive experience providing social media, traditional media relations,  
16 strategic communications and content development services to public sector clients; and

17 **WHEREAS**, the City wishes to engage the services of Consultant for Fiscal Year 2023 as  
18 described in the proposal submitted by Consultant; and

19 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
20 of the City to enter into an agreement for the provision of content development and other related  
21 communications services.

22 **NOW THEREFORE BE IT RESOLVED**, that the Mayor is authorized to execute the  
23 Consulting Services Agreement, in substantially the form attached hereto as Exhibit "A".

24 **BE IT FURTHER RESOLVED**, that the services rendered by Consultant and accepted  
25 by the City from October 1, 2022 through the date of this Resolution are hereby ratified by the  
26 City Council.

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

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

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

39           This \_\_\_\_ day of \_\_\_\_\_, 2022.

40

41

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

42    ATTEST:

APPROVED AS TO FORM:

43

44    \_\_\_\_\_  
Brenda B. James, City Clerk

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



**EXHIBIT A**

**CONSULTING SERVICES AGREEMENT**

## **CONSULTING SERVICES AGREEMENT**

This **CONSULTING SERVICES AGREEMENT** (the "Agreement") is made effective October 1, 2022 (the "Effective Date"), by and between Ashley N. Minter, d/b/a Ashley Nicole Communications ("Consultant"), whose principal address is 416 Calibre Brooke Way SE, Smyrna, GA 30080 and the City of Fairburn, a municipal corporation organized and existing under the laws of the State of Georgia ("City"), whose principal address is 56 Malone Street SW, Fairburn, GA 30213 (Consultant and City sometimes collectively referred to as the Parties).

### **WITNESSETH**

**WHEREAS**, the City needs the services of an experienced communications and public relations strategist to manage important messaging related to City operations and activities; and

**WHEREAS**, the Consultant has extensive experience providing social media, traditional media relations, strategic communications and content development services to public sector clients; and

**WHEREAS**, the City wishes to engage the services of Consultant as hereinafter described.

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

#### **1. Scope of Services**

Consultant will provide the City with consulting services as mutually agreed upon and described in the proposal attached hereto as Exhibit "A" and incorporated herein by reference. All consulting services to be provided hereunder will be referred to as services. The Parties may use this Agreement for additional statements of work. All additional statements of work must be in writing and signed by the Parties, and shall include at least the following information: (a) a complete, sufficiently detailed description of the types of services to be rendered; (b) the applicable billing rates for the services to be rendered (service fees); and (c) any additional terms and conditions to which the Parties may agree.

#### **2. Services Fees and Expenses**

For services rendered hereunder, the City shall pay a flat fee of three thousand five hundred and 00/100 dollars (\$3,500.00) per month, payable by the \_\_\_\_ day of each month. Payment shall be made via wire transfer or ACH to account information provided in writing to the City's Finance Department, Accounts Payable office.

#### **3. Term and Termination**

The term of this Agreement shall commence on October 1, 2022 and shall remain in force through and including September 30, 2023 (the "Initial Term"). The City shall have the option to renew the Agreement for an additional term of one (1) year, with the renewal term commencing

on October 1, 2023 and terminating on September 30, 2024 (the "Renewal Term"), by giving Consultant written notice not less than thirty (30) days prior to the expiration of the Initial Term. Notwithstanding the foregoing, the Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the Agreement.

#### **4. Proprietary Rights**

Consultant agrees that the work products from the services provided to the City shall be owned by the City. Nothing contained in this Section 5 shall be construed as prohibiting Consultant from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for the City.

#### **5. Warranties**

Consultant warrants that the services to be provided under this agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. The City agrees that Consultant's sole and exclusive obligation with respect to the services covered by this limited warranty shall be to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

#### **6. Miscellaneous Provisions**

**6.1** The relationship of the City and Consultant is that of independent contractors. Personnel of both Parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

**6.2** No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure. "Force majeure" shall be defined to mean any event or circumstance which is: (1) beyond the reasonable control of the party whose performance is required by this Agreement, and (2) not due to any act or omission of the party whose performance is required by this Agreement, and (3) caused by acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, disruptions in supply chains, or generalized lack of availability of raw materials (including prefabricated building components), supplies or energy.

**6.3** Consultant shall not assign their obligations under this Agreement without the prior written approval of the City.

**6.4** All communications between the parties with respect to any of the provisions of this agreement shall be in writing, and shall be sent by personal delivery, nationally recognized overnight delivery service or e-mail to the Parties as set forth in the preamble of this Agreement,



until such time as either party provided the other not less than seven (7) days prior written notice of a change of address in accordance with these provisions.

**6.5** The validity of this agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Georgia; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement shall otherwise remain in full force.

**6.6** Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

**6.7** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**6.8** This Agreement, including all exhibits referred to herein or to be delivered by the Parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the Parties to the extent that any such agreement or understanding relates to providing services to the City. To the extent, if any, that the terms and conditions of the City's orders or other correspondence are inconsistent with this Agreement, this Agreement shall control.

**SIGNATURES APPEAR ON FOLLOWING PAGE**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

**CLIENT:**  
**CITY OF FAIRBURN**

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

**CONSULTANT:**  
**ASHLEY NICOLE COMMUNICATIONS**

By: \_\_\_\_\_  
Ashley N. Minter

**ATTEST:**

By: \_\_\_\_\_  
Brenda B. James, City Clerk

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**

**ASHLEY NICOLE COMMUNICATIONS  
COMMUNICATIONS SERVICES PROPOSAL**





## COMMUNICATIONS SERVICES **SERVICES & CONTRACT** **FY 2023**

Providing communications services to assist the City of Fairburn in being "Situating to Succeed."



## Keeping Clients First



Dear City of Fairburn,

I am Ashley N. Minter, owner, and CEO of Ashley Nicole Communications, LLC. your potential communications and branding solution.

I have over 8 years of experience working with local governments, mall businesses, non-profits, and entrepreneurs helping them take their business to the next level.

I am an experienced strategic communications and public relations professional in digital, verbal, and written communications, social media strategy, project management, media relations, and content design. As a highly motivated and proactive communications professional, I have a passion for delivering high-value communications strategies and deliverables to drive storytelling internally and externally. My experience in local government and nonprofit organizations enables me to work with an array of organizations, professionals, partners, stakeholders and agencies.

As a communications and marketing crusader for local government and small business, it would be my pleasure to assist you in your business and professional endeavors and become an integral part of your team.

Please take a look at this proposal and I look forward to working with you!

*- Ashley N. Minter*



Ashley Nicole Communications, LLC is a creative boutique firm specializing in public engagement, building and enhancing brands, crisis communications and issue management, and media relations.

Our services also include public content writing for websites, blogs, social media posts, and more. The professionals at Ashley Nicole Communications, LLC lend a wealth of knowledge and experience to client accounts. The agency expands its capabilities beyond traditional public relations and offers tutoring and workshops for individual and group communications training.

## **Social Media**

We offer custom social media campaigns that can include any or all of the following: engagement and response tracking, content marketing, account management or employee training.

## **Media Relations**

We design and execute media and publicity campaigns; leveraging the influence of traditional news media, digital media and social media to tell your story.

## **Website Content Development**

We create timely and relevant web content that resonated with visitors and can work with contractors for website re-design projects.

## **Content Marketing**

We handle all your professional writing needs, including copywriting of social content, blogs, newsletters, and digital content and work with you to provide tools and processes for ongoing distribution.

## **Marketing Material Design**

We offer graphic design services or can work with a contractor for print and digital use in posters, publications, advertisements, logos, brand identity materials, tradeshow displays, web graphics, and social media.

## **Strategic Communications**

We work with you to develop comprehensive communications strategies and campaigns; aligning marketing and sales goals, and measuring results every step of the way.



Ashley Nicole Communications, LLC is proposing to provide Content Development services including:

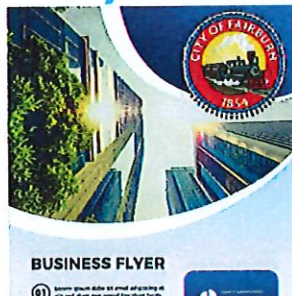


Manage and increase public engagement through social media interaction with residents, businesses and media. Create social media content received from City departments and post on social platforms. Manage existing social media platforms and create a City of Fairburn Nextdoor account.



Develop a minimum of two (2) press releases per month to ensure that the City protects and promotes its image in a proper, coordinated, and consistent manner. Cultivate and enhance collaborative working relationships within the press and publicity community including local:

- News Stations
- Radio Stations
- Magazines
- Newspapers including, but not limited to:
  - South Fulton Neighbor
  - South Fulton Observer
  - Atlanta Journal Constitution
  - Atlanta Business Chronicle



Create marketing materials including flyers to promote City events, projects and initiatives.

### Additional Services that can be negotiated at a later date:

- Marketing including securing radio ads, social media ads, billboards, google ads, etc.
- Newsletter redesign and creation.





## ANC will:



- Collaborate with City representatives on communications projects and content that resonates with key stakeholders.
- Work in a professional manner and in the benefit of the City of Fairburn.



- Ensure goals & expectations are clearly defined and agreed upon to plan communications campaigns that will be effective and successful.
- Request access (user ids and passwords) to all existing social media/digital accounts as well as electronic copies of branding material, letterhead, typography, logo, signature files, etc.



- Support drafting of press releases and distribution to media outlets.
- Create impactful communication on behalf of the organization and why the services are vital to the active and latent audience.



Ashley Nicole Communications, LLC 's content development services will be retained for FY 2023 with the option to renew in FY 2024.

**\$3,500.00/month to include the following Content Development Services:**

- Social Media
  - Creating Social Posts: Content is provide by City Departments and ANC will edit and create social media posts
  - Public Engagement: ANC will engage with social media followers to support transparency and enhanced communication
- Media Relations
  - Press Releases: ANC will create press releases from content provided by City Departments
  - Engage Media: ANC will engage media outlets in order to promote and support the City's brand
- Marketing Material Creation
  - Creating Flyers: Content is provide by City Departments and ANC will edit and create the marketing material
- Website Editing & Maintenance
  - Website content updating
  - Creating timely and relevant web content that resonates with web visitors

Costs related to the above tasks and services are to be paid via direct deposit. Payments will be made once a month every month.





**THANK  
YOU**



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Engagement Letter for Economic Development Consulting Services

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

Submitted: 12/1/2022                      Work Session: N/A                      Council Meeting: 12/12/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$30,000.00 (\$2,500.00 per month)

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

---

**PURPOSE:** Consulting services on economic development initiatives for the City of Fairburn.

**FACTS AND ISSUES:** The City of Fairburn needs the services of an experienced urban development firm to provide the City with consultation on economic development initiatives and assist in the planning of the City Council's Annual retreat.

**FUNDING SOURCE:** Other Contract Services: 100-1320-52-3900

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing execution of the Engagement Letter between Urban Pulse Universal, LLC and the City of Fairburn for various economic development services in the amount of \$2,500.00 per month for Fiscal Year 2023.

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



1 STATE OF GEORGIA  
2 COUNTY OF FULTON

RESOLUTION NO: \_\_\_\_\_

3  
4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO EXECUTE AN**  
5 **ENGAGEMENT LETTER WITH URBAN PULSE UNIVERSAL, LLC FOR VARIOUS**  
6 **SERVICES; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER RELATED**  
7 **PURPOSES.**

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

10  
11 **WHEREAS**, the City of Fairburn (hereinafter the "City") needs the services of an  
12 experienced urban development firm to provide the City with consultation on economic  
13 development initiatives and assist in the planning of the City Council's Annual retreat; and

14 **WHEREAS**, Urban Pulse Universal, LLC (hereinafter "Urban Pulse") is an economic, real  
15 estate, and government services consulting firm; and

16 **WHEREAS**, the City wishes to engage the services of Urban Pulse as described in the  
17 engagement letter submitted by Urban Pulse for Fiscal Year 2023; and

18 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
19 of the City to enter into an agreement for the City Council's annual planning retreat and other  
20 urban development services.

21 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute the  
22 Engagement Letter, in substantially the form attached hereto as Exhibit "A".

23 **BE IT FURTHER RESOLVED**, that the services rendered by Urban Pulse and accepted  
24 by the City from October 1, 2022 through the date of this Resolution are hereby ratified by the  
25 City Council.

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

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

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

38 **SIGNATURES APPEAR ON FOLLOWING PAGE**

39           This \_\_\_\_ day of \_\_\_\_\_, 2022.

40

41

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

42   ATTEST:

APPROVED AS TO FORM:

43

44   \_\_\_\_\_  
Brenda B. James, City Clerk

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



**EXHIBIT A**

**URBAN PULSE ENGAGEMENT LETTER**

## ENGAGEMENT LETTER AND FEE STRUCTURE

Mr. Tony M. Phillips, CPM®  
City Administrator  
City of Fairburn  
56 Malone Street SW  
Fairburn, GA 30213

Dear Mr. Phillips:

Thank you for selecting Urban Pulse to assist you with the City of Fairburn Council Retreat. The UP Team is pleased to undertake this engagement on your behalf. At this time, I wish to set forth our agreement regarding the scope of work and payment of our fees. Please note this agreement will not become effective and Urban Pulse shall not be obliged to furnish or render any professional services before we receive a duly signed copy of this agreement.

### I. THE PARTIES.

This Engagement Letter ("Letter"), dated as of December 12, 2022, confirms request by:

Client: City of Fairburn with a mailing address of 56 Malone Street SW, Fairburn, GA 30213 ("Client") agrees to hire

Service Provider: Urban Pulse Universal, LLC with a mailing address of 2597 Lakeshore Drive, Atlanta, GA 30337 ("Service Provider").

### II. SERVICES PROVIDED.

The Service Provider is required to provide the following services: Council Retreat Pre-Planning; Council Retreat Economic Development Facilitation; Review of Current Plans; Main Street Program; Downtown Master Plan; Highway 74 Corridor; Land Use; Economic Development Incentives; Tax Allocation District (hereinafter collectively known as the "Services."

### III. FEES.

The Service Provider offers three fee structures to provide the best option for our clients. The Client may select the fee structure that best meets their needs.

**Hourly Fee Structure:** Our hourly fee for services is \$175 per hour, plus any expenses incurred. It is difficult to estimate the exact amount of time and expense that will be necessary to adequately complete the project. However, we can agree on an approximate total for the project. Service Provider will advise the Client before we do any work that will increase the agreed upon estimated amount of fees.

**Retainer Fee Structure:** For your convenience, we offer a flat-rate monthly retainer fee option of \$2,500 per month with a required minimum of a six-month commitment.



The retainer fee is in addition to any expenses incurred. This option provides the greatest amount of flexibility and time commitment.

**Flat Rate Fee Structure:**

Flat rate fee structure is provided for one-time projects which have a specific time commitment and completion date. Flat rate fee is in addition to any expenses incurred. Flat rate offers the least amount of time flexibility and is subject to a specific number of hours at the \$175 per hour rate.

The Client may choose the hourly fee structure, monthly retainer fee structure or flat rate fee structure. With either the hourly fee structure or monthly retainer fee structure, there is a \$2,500 retainer fee due upon the execution of this Engagement Letter. In both the Hourly Fee Structure and the Retainer Fee Structure, the initial retainer fee is applied to the overall project fee payment.

For the Services, the Client shall pay the Service Provider: Select the payment option you prefer (check one)

- ☐- \$175 / Hour with one-time \$2,500 retainer fee
- ☒ Retainer: \$2,500 per month (minimum of six months)
- ☐ Flat Rate: One-time service \$2,625.00

In addition, the Client may be charged for any administrative fees, filings or any other costs directly or indirectly related to the Services provided for the project.

**IV. BILLING.**

Payment for each invoice is due fifteen (15) business days after receipt. If we do not receive your written objection to any charges designated in our invoice by the 5th day after receipt of your statement, your invoice will be deemed approved for payment in full.

For the hourly fee structure and the retainer fee structure, itemized statements will be issued monthly with the first monthly statement commencing at the time agreement is fully executed and every 30 days thereafter. All itemized statements will include full descriptions identifying the date of service, the time spent in rendering such service in minimum increments of each quarter-hour, and a full description of all services rendered.

**V. PRIMARY CONTACT (CLIENT).** The primary contact for the Client regarding the Services mentioned in this Letter shall be:

Individual's Name: Christopher G. Pike  
Phone: O: 470-242-1264 | C: 229-376-1715  
E-Mail: cpike@urbanpulse.us

**VI. YOUR OBLIGATIONS AS A CLIENT:**

Clear communication between the Service Provider and the Client is essential to effective representation and service delivery. We cannot properly assist you without your full cooperation

in furnishing us with accurate and complete information and written materials as and when requested.

#### **VII. TERMINATION.**

The term of the Agreement shall commence on October 1, 2022 (the "Effective Date") and shall terminate absolutely and without further obligation on the part of the Client on September 30, 2023. Notwithstanding the foregoing, the Client may terminate our services at any time upon delivery of written notice to us stating that you wish to terminate this Agreement. In the event that you terminate our services, we may bill and be paid for all fees and costs incurred to the date of termination. Unless we specifically agree to do so in writing, we will not be obligated to perform any further services, or advance any expenses to, for, or on your behalf after receipt of your notice of termination.

#### **VIII. CONSULTANTS**

There may be situations when we may need to consult with other firms or individuals for a specific skill set and/or expertise. Your signature on this agreement authorizes us to contact consultants and experts, as we deem necessary, subject to your approval of the terms of any contracts with such consultants or experts. All consultant/expert engagements will be under a "direct billing" arrangement in which you shall pay all approved fees and expenses billed by any consultant or expert we have engaged with your approval. You will not be billed for any work conducted by a consultant that the Client did not approve.

#### **IX. RETAINING OUR SERVICES**

The Service Provider has included a copy of this letter for you to review, sign, and return. If the information in this letter contradicts your understanding of our agreement, please contact me before signing the letter. Otherwise, please sign the enclosed copy and return it with your retainer payment in the amount of \$2,500.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



Tony M. Phillips, CPM®,  
City Administrator  
December 12, 2022  
Page 4 of 4

**IN WITNESS WHEREOF**, the Client and Service Provider agree to the terms and conditions contained in this Letter.

**CLIENT:**  
**CITY OF FAIRBURN**

**SERVICE PROVIDER:**  
**URBAN PULSE UNIVERSAL, LLC**

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

By: \_\_\_\_\_  
Christopher G. Pike,  
President and CEO

**ATTEST:**

By: \_\_\_\_\_  
Brenda B. James, City Clerk

**APPROVED AS TO FORM:**

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Resolution authorizing Land Lease Agreement with Strack, Incorporated for use of land at the Fairburn Public Safety Training Center

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

**Submitted:** 12/2/2022

**Work Session:** N/A

**Council Meeting:** 12/12/2022

**DEPARTMENT:** Property Management

**BUDGET IMPACT:** N/A

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

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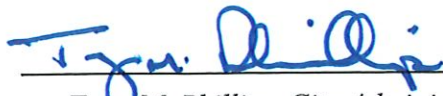
**PURPOSE:** To adopt the Resolution authorizing the City to enter into a land lease agreement with Strack, Incorporated for the use of approximately 7.25 acres of land at the Fairburn Public Safety Training Center.

**HISTORY:** The property located at 8563 Bohannon Rd, Fairburn, GA 30213 has been utilized by the City's Public Safety employees for several years for training and development.

**FACTS AND ISSUES:** The City of Fairburn maintains property where the Public Safety Training Center is located. Public Safety personnel actively utilize several acres of this property for training and development. Strack Incorporated, a heavy civil-site contractor located in Fairburn, GA, is requesting use of approximately 7.25 acres of land for training and development purposes.

**FUNDING SOURCE:** N/A

**RECOMMENDED ACTION:** Request Mayor and Council approval of a Resolution authorizing the City of Fairburn to enter into a Land Lease with Strack, Incorporated for approximately 7.25 acres of property located at 8563 Bohannon Road, Fairburn, GA 30213 for a term of five (5) years.

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



1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER A LEASE**  
5 **WITH STRACK, INCORPORATED; TO ESTABLISH AN EFFECTIVE DATE; AND**  
6 **FOR OTHER RELATED PURPOSES.**

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

10 **WHEREAS**, the City of Fairburn (hereinafter the "City") owns approximately 7.25 acres  
11 of property located at 8563 Bohannon Rd, Fairburn, GA 30213 (the "Property"); and

12 **WHEREAS**, Strack, Incorporated (hereinafter "Strack") desires to lease the Property for  
13 a term of five (5) years, with an option to renew the lease for an additional five-year term; and

14 **WHEREAS**, renewal of the lease will be subject to approval of the then-current governing  
15 body of the City at the time of renewal; and

16 **WHEREAS**, the City desires to lease the Property to Strack pursuant to mutually agreed  
17 upon terms; and

18 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
19 of the City to enter into the lease with Strack.

20 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute the  
21 lease, in substantially the form attached hereto as Exhibit "A".

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

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

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

34 **SIGNATURES APPEAR ON FOLLOWING PAGE**

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

36

37

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

38    ATTEST:

APPROVED AS TO FORM:

39

40    \_\_\_\_\_  
Brenda B. James, City Clerk

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



**EXHIBIT A**

**LEASE WITH STRACK, INCORPORATED**

## LAND LEASE

---

THIS LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the City of Fairburn, a municipality organized and existing under the laws of the State of Georgia (hereinafter called "Landlord") and Strack, Incorporated, a \_\_\_\_\_ corporation (hereinafter called "Tenant") (Landlord and Tenant collectively referred to as the "Parties").

### WITNESSETH

#### PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following-described property (hereinafter called the "Premises"), to-wit:

- Approximately 7.25 acres located at 8563 Bohannon Rd, Fairburn, GA 30213
- Exhibit "A" illustrates the location within the full lot

#### TERM

2. The Tenant shall have and hold the Premises for a term of 60 months beginning on the \_\_\_\_\_ day of 20 \_\_\_\_\_ and ending on the \_\_\_\_\_ day of \_\_\_\_\_, at midnight, unless sooner terminated as hereinafter provided (the "Term").

#### RENTAL

3. Tenant shall pay to Landlord at the address of Landlord as stated in this Lease, without demand, deductions or set off, an annual rent of Six thousand dollars (\$6,000) in equal monthly installments of Five hundred dollars (\$500) on the first of each and every month of the term.

#### UTILITY BILLS

4. Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, and electricity bills for the Premises and Tenant shall pay all charges for garbage collection or other sanitary services.

#### USE OF PREMISES

5. Tenant shall use the Premises for the purpose of training and development of employees for heavy civil sitework consisting of multiple areas where heavy equipment will be used for dirt moving (cut/fill) and pipe installation methods.

#### TAXES

6. Landlord shall be responsible for all real estate taxes, if any.

#### INDEMNITY; INSURANCE

7. As a material part of the consideration for this Lease, Tenant shall indemnify and hold free and harmless Landlord, its officers, agents, employees, successors and assigns, if any, from and against any and all liability, loss, cost, claim, demand, damage, or expense of any kind or nature whatsoever (including, without limitation, all attorneys' fees and costs of litigation incurred in defense of such claims) for (i) any loss of life, bodily injury or personal injury to any persons whomsoever, and (ii) any loss, damage or destruction of or to any property of any kind or nature whatsoever owned, leased, or controlled by any persons or entities whomsoever. In addition, during the Term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force and effect comprehensive general liability insurance with limits of \$1,000,000.00 per



accident. Tenant shall provide evidence of such insurance to Landlord prior to the commencement of the Term. of this Lease. Landlord and Tenant each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the policy limits of said comprehensive general liability insurance. Landlord and Tenant shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease. Said insurance policy or policies shall cover Landlord as an additional named insured thereunder and shall include, without limitation, a contractual indemnity endorsement covering the indemnification set forth in this Section 7 of this Lease.

#### DESTRUCTION OR DAMAGE TO PREMISES

8. Landlord shall not be liable for loss or damage to Tenant's property, improvements and buildings on the Premises. Tenant assumes all risk of damage to property in, upon or about the Premises arising from any cause and Tenant waives all claims in respect thereof against Landlord.

#### ASSIGNMENT AND SUBLETTING

9. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

#### DEFAULT AND REMEDIES

10. It is mutually agreed that in the event the Tenant shall default in the payment of rent herein reserved, when due, and fails to cure said default within ten (10) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at its option may at once, or within six (6) months thereafter, terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Any notice provided in this paragraph may be given by Landlord, or its attorney. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

#### EXTERIOR SIGNS

11. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs.

#### EFFECT OF TERMINATION OF LEASE

12. No termination of this Lease prior to the end of the Term, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### QUIET ENJOYMENT

13. Tenant's covenants, including its covenant to pay rent, are given in exchange for, and their performance is dependent upon, quiet enjoyment of the premises and the performance of Landlord's duties under this Lease. Without limiting the foregoing, on failure of Landlord to perform any duty including the duty to pay taxes, assessments and charges, and meet other obligations imposed by law or this Lease, Tenant's remedies shall include the right to pay the taxes, assessments, or charges, or



meet the obligations, and charge Landlord for the costs thereof or offset same against rent, provided Tenant shall allow Landlord a reasonable time after written notice to commence and complete performance of such duties except where Tenant has reason to believe its own property or interests are in imminent danger of damage or prejudice.

#### NO ESTATE IN LAND

14. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

#### HOLDING OVER

15. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law.

#### ATTORNEY'S FEES

16. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord, Landlord shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding. Furthermore, Tenant agrees to pay the attorney's fees and expenses of Landlord if it is made a party to litigation because of its being a party to this Lease.

#### RIGHTS CUMULATIVE

17. All rights, powers, privileges, and remedies conferred by this Lease upon Landlord and Tenant shall be cumulative and shall be deemed additional to any and all of the remedies to which either party may be entitled in law, in equity, or otherwise, unless specifically and expressly limited by the provisions of this Lease.

#### WAIVER OF RIGHTS

18. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach hereunder. No waiver of any default hereunder by either party shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver for the time and to the extent therein stated. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### ENVIRONMENTAL LAWS

19. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of its employees, agents, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any hazardous substances which would result in the Premises not complying with any applicable environmental laws.

#### OPTION TO RENEW

20. Landlord grants Tenant the right to renew this Lease on the terms and conditions applicable to the primary term for an additional term of five (5) years; provided, however, that such renewal shall be subject to the approval of the then current governing body of Landlord. Tenant's right to such extension shall be exercised in writing and mailed to Landlord at least six (60) days prior to the expiration of the then current term.

## TIME OF ESSENCE

21. Time is of the essence of this Lease.

## DEFINITIONS

22. "Landlord" as used in this Lease shall include the undersigned, his heirs, representatives, assigns and successors in title to the Premises. "Tenant" shall include the undersigned and its assigns and successors.

## NOTICES

23. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered or sent to the address hereinafter stated, to-wit:

### **LANDLORD: CITY OF FAIRBURN**

#### **Physical Address**

Address: 56 Malone Street, SW  
City/State/Zip: Fairburn, GA 30213  
Attention: Tony M. Phillips, CPM®,  
City Administrator  
Telephone: 770-969-2244  
Facsimile: N/A  
E-mail: tphillips@fairburn.com

### **Copy to: HILLIARD STARKEY LAW**

Address: 561 Thornton Rd, Ste G  
City/State/Zip: Lithia Springs, GA 30122  
Attention: Rory K. Starkey, City Attorney  
Telephone: 678-909-2096  
Facsimile: 678-623-5767

### **TENANT: STRACK, INCORPORATED**

Address: 125 Laser Industrial Ct.  
City/State/Zip: Fairburn, GA 30213  
Attention: Eric Cooley  
Telephone: 770-969-1591  
Facsimile: 770-692-3258  
E-mail: ericc@strackinc.com

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

## ENTIRE AGREEMENT

24. This Lease contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties, not embodied herein, shall be of any force or effect.

## SPECIAL STIPULATIONS

25. Any special stipulations are set forth in the attached Exhibit "B". Insofar as said special stipulations conflict with any of the foregoing provisions, said special stipulations shall control.

Facsimile signatures shall be sufficient unless originals are required by a third party.

*(Signatures on following page)*



IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

Signed sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

Attest:

By: \_\_\_\_\_  
Brenda B. James, City Clerk

Approved as to Form:

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

Signed sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

**LANDLORD: CITY OF FAIRBURN**

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

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

Its: \_\_\_\_\_

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

**TENANT: STRACK, INCORPORATED**

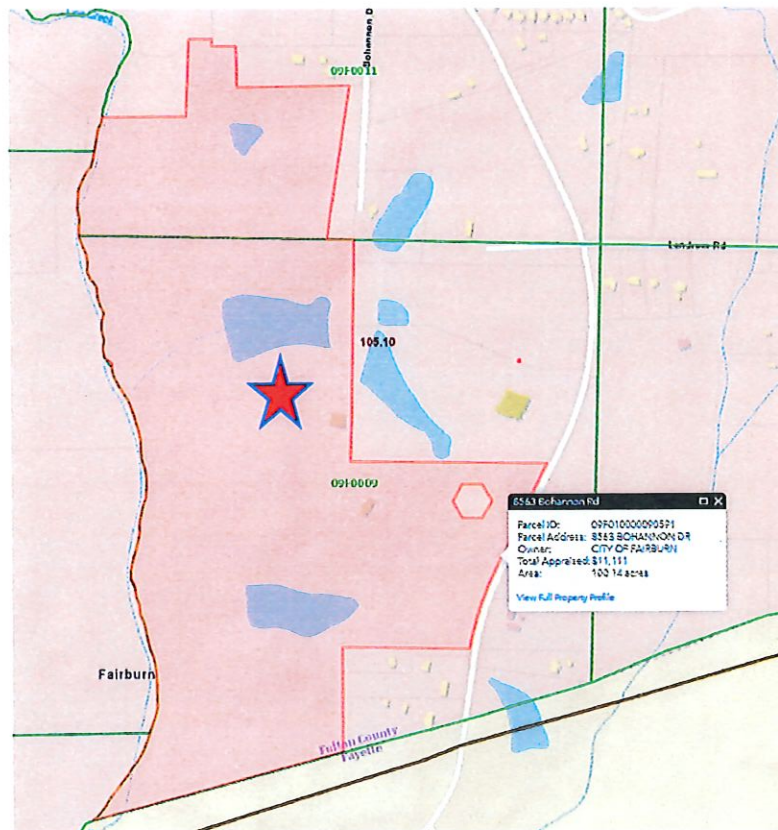
By: \_\_\_\_\_

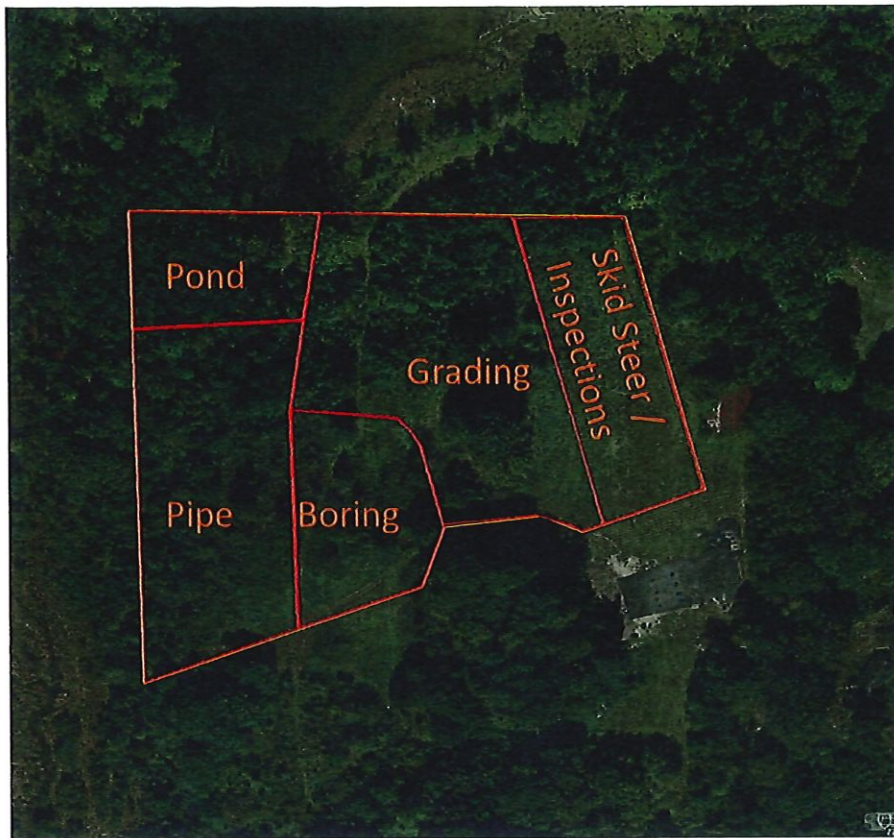
Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT "A"**  
**PREMISES ILLUSTRATION**





#### **EXHIBIT B**

##### **SPECIAL STIPULATIONS**

1. **Shared Access.** Landlord agrees to share access to the premises throughout the lease period. Parking will be shared at the old gun range site. Tenant shall share in the expense of maintaining the access road and parking.
2. **Intended Improvements of Premises.** Tenant anticipates clearing trees, disturbing the ground (grading), installing a modular trailer(s), spreading millings/gravel in certain areas and installing covered observation areas as part of the ongoing training use.
3. **Erosion Control and Monitoring.** Tenant will be responsible for all erosion control measures and monitoring on the Premises. These activities include install and maintaining erosion BMPs (Best Management Practices), NPDES (National Pollution Discharge Elimination System) monitoring, providing an erosion control plan and securing appropriate permits and licenses. Tenant is engaging qualified third-party engineers to develop erosion plan. Landlord, as owner, will cooperate and support the Tenant to secure the appropriate licenses and permits.
4. **Return State of Property:** Upon termination of lease, Tennant will stabilize the site with permanent vegetation and remove any temporary BMPs. Any millings and gravel will be left in place.
5. **Gun Range:** Tenant will provide the labor and equipment to complete the new gun range to include pistol area and 100-yard rifle lane. Landlord shall provide any additional millings/crusher run if required.
6. All of the terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their heirs, beneficiaries, successors, assigns, subsidiaries and affiliated corporations.





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT: APPROVAL OF A RESOLUTION AUTHORIZING THE MEAG POWER SALE OF EXCESS CAPACITY AND EXCESS RESERVE CAPACITY TO THE CITY OF FAIRBURN ON BEHALF OF THE CITY OF CAIRO**

( ) AGREEMENT  
( ) ORDINANCE

( ) POLICY / DISCUSSION  
(X) RESOLUTION

( ) CONTRACT  
( ) OTHER

Submitted: 11/14/2022

Work Session: N/A

Council Meeting: 12/12/2022

**DEPARTMENT:** Utilities (Electric)

**BUDGET IMPACT:** The budget impact of this task order will total \$91,418.

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

---

**PURPOSE:** For Mayor and Council to review and approve a resolution authorizing the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Cairo.

**HISTORY:** The City of Fairburn has allowed MEAG to conduct the purchase of its excess power and reserve power to adequately supply power that will be needed annually.

**FACTS AND ISSUES:** The agreement is to purchase 3,602 kW of Excess Capacity (\$54,030.00) at \$15.00 per kW-year and to purchase 2,876 kW of Excess Reserve Capacity (\$37,388.00) at \$13.00 per kW-year for this year. This will also accommodate any extended wintry months as well as upcoming developments.

**FUNDING SOURCE:** The budget impact of this task order will be included in the annual MEAG budget which is billed monthly. The proposed expenditures will come out of the Electric Account (510-0000-53-1530).

**RECOMMENDED ACTION:** Staff recommends that the Mayor and City Council approve a resolution authorizing the MEAG Power Sale of Excess Capacity and Excess Reserve Capacity to the City of Fairburn on behalf of the City of Cairo.

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

*Tony M. Phillips, City Administrator*

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO THE**  
5 **MEAG POWER SALE AGREEMENTS OF EXCESS CAPACITY AND EXCESS**  
6 **RESERVE CAPACITY TO THE CITY OF FAIRBURN ON BEHALF OF THE CITY OF**  
7 **CAIRO; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER RELATED**  
8 **PURPOSES.**  
9

10 **W I T N E S S E T H:**  
11

12 **WHEREAS**, the City of Fairburn (hereinafter the "City") desires to enter into an Inter-  
13 Participant Contracts with the Municipal Electric Authority of Georgia ("MEAG") and the City of  
14 Cairo, Georgia ("Cairo") for the purchase of Cairo's excess capacity and excess reserve capacity  
15 (the "Agreements"); and

16 **WHEREAS**, the Agreements will allow the City to proactively plan for the City's power  
17 needs and accommodate any extended wintery months, as well as upcoming developments; and

18 **WHEREAS**, the term of the Agreements shall become effective January 1, 2023 and  
19 expire December 31, 2023; and

20 **WHEREAS**, the funding source for the Agreements is the City's electric account; and

21 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
22 of the citizens of the City to enter into this Agreements.

23 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute the  
24 MEAG Power Sale Letter Agreements, in substantially the form attached hereto as **Exhibit "A"**.

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

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

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

37 **[SIGNATURES APPEAR ON FOLLOWING PAGE]**



38            This \_\_\_\_ day of \_\_\_\_\_, 2022.

39

40

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

41    ATTEST:

APPROVED AS TO FORM:

42

43    \_\_\_\_\_  
Brenda B. James, City Clerk

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

**EXHIBIT "A"**

**MEAG POWER SALE AGREEMENT OF EXCESS CAPACITY TO THE CITY OF  
FAIRBURN ON BEHALF OF THE CITY OF CAIRO**





October 24, 2022

City of Cairo, Georgia  
Attn: Mr. Julian Brown, City Manager  
200 First Avenue  
Cairo, GA 39828

City of Fairburn, Georgia  
Attn: The Honorable Mario Avery, Mayor  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213

**Re: MEAG Power Sale of Excess Capacity to the City of Fairburn  
on Behalf of the City of Cairo**

Dear Mr. Brown and Mayor Avery:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Cairo, Georgia ("Cairo"), and the City of Fairburn, Georgia ("Fairburn") for MEAG Power's sale on behalf of Cairo of certain excess capacity to Fairburn pursuant to Section 312 of the Power Sales Contract between MEAG Power and Cairo. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Cairo and Fairburn, it is understood and agreed that:

**(1) Sale of Excess Capacity by MEAG Power on Behalf of Cairo.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Cairo, Cairo has declared capacity in the amount of 3,602 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Cairo has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

**(b)** This Sale Amount shall not reduce Cairo's cost obligations under the Power Sales Contract and Cairo shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Fairburn for the Sale Amount pursuant to

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



this Letter Agreement shall be credited to Cairo's obligation to MEAG Power to pay for its Entitlement Share.

**(2) Purchase of Excess Capacity by Fairburn.** Fairburn agrees to purchase the Sale Amount for a price of \$15.00 per kW-year (the "Contract Price"). MEAG Power shall bill Fairburn for such amount and Fairburn shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Fairburn.

**(3) Costs.** Cairo shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Cairo to enable it to verify any such costs.

**(4) Indemnification.** Cairo hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Cairo's sale of excess reserve capacity pursuant to this Letter Agreement, only to the extent permitted by law.

**(5) Term.** The initial term of the sale of Cairo's excess capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2023 and end at 2400 hours on December 31, 2023. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Cairo's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Cairo and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

By:

\_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_  
Month Year

**CITY OF CAIRO**

By: \_\_\_\_\_  
Julian Brown, City Manager  
ATTEST:

\_\_\_\_\_  
Dana W. Barfield, City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_  
Month Year

**CITY OF FAIRBURN**

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

ATTEST:

\_\_\_\_\_  
Brenda B. James, City Clerk

[SEAL]

APPROVED AS TO FORM:

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



**EXHIBIT "B"**

**MEAG POWER SALE AGREEMENT OF EXCESS RESERVE CAPACITY TO THE  
CITY OF FAIRBURN ON BEHALF OF THE CITY OF CAIRO**



October 24, 2022

City of Cairo, Georgia  
Attn: Mr. Julian Brown, City Manager  
200 First Avenue  
Cairo, GA 39828

City of Fairburn, Georgia  
Attn: The Honorable Mario Avery, Mayor  
56 SW Malone Street  
Fairburn, Georgia 30213

**Re: MEAG Power Sale of Excess Reserve Capacity to the City of Fairburn  
on Behalf of the City of Cairo**

Dear Mr. Brown and Mayor Avery:

This Letter Agreement sets forth the agreement between the Municipal Electric Authority of Georgia ("MEAG Power"), City of Cairo, Georgia ("Cairo"), and the City of Fairburn, Georgia ("Fairburn") for MEAG Power's sale on behalf of Cairo of certain excess reserve capacity to Fairburn pursuant to Section 312 of the Power Sales Contract between MEAG Power and Cairo. MEAG Power is willing to facilitate and execute this transaction pursuant to Section 312, subject to this Letter Agreement.

The capitalized words or terms that are used in this Letter Agreement, but are not defined herein, shall have the same meanings as assigned to them in the Power Sales Contract.

In consideration of the mutual agreements set forth herein, the sufficiency and adequacy of which are acknowledged by MEAG Power, Cairo and Fairburn, it is understood and agreed that:

**(1) Sale of Excess Reserve Capacity by MEAG Power on Behalf of Cairo.**

**(a)** Pursuant to Section 312 of the Power Sales Contract between MEAG Power and Cairo, Cairo has declared capacity in the amount of 2,876 kW, as measured at B1, of the total kW of its Project One Entitlement Share (the "Sales Amount") to be excess to its needs. Cairo has requested MEAG Power to sell, and MEAG Power shall, in accordance with this Letter Agreement, sell this capacity, but no energy associated therewith, to Fairburn.

**(b)** This Sale Amount shall not reduce Cairo's cost obligations under the Power Sales Contract and Cairo shall remain liable to MEAG Power for its entire Entitlement Share. All payments received by MEAG Power from Fairburn for the Sale Amount pursuant to this Letter Agreement shall be credited to Cairo's obligation to MEAG Power to pay for its Entitlement Share.

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300



**(2) Purchase of Excess Reserve Capacity by Fairburn.** Fairburn agrees to purchase the Sale Amount for a price of \$13.00 per kW-year (the "Contract Price"). MEAG Power shall bill Fairburn for such amount and Fairburn shall pay all amounts due in the same manner as other payments under the Power Sales Contract between MEAG Power and Fairburn.

**(3) Costs.** Cairo shall be obligated for all costs incurred by MEAG Power as a direct result of the transaction identified in this Letter Agreement. MEAG Power agrees to provide sufficient documentation to Cairo to enable it to verify any such costs.

**(4) Indemnification.** Cairo hereby indemnifies and holds MEAG Power and the remaining MEAG Power Participants harmless from and against any and all losses, costs, liabilities, damages, expenses (including without limitation attorneys' fees and expenses) of any kind and incurred or suffered by MEAG Power or its Participants as a result of, or in connection with, Cairo's sale of excess reserve capacity pursuant to this Letter Agreement, only to the extent permitted by law

**(5) Term.** The initial term of the sale of Cairo's excess reserve capacity to Fairburn pursuant to this Letter Agreement shall begin at 0000 hours on January 1, 2023 and end at 2400 hours on December 31, 2023. Other than as to the sales transaction, all other provisions of the agreement shall remain in effect until all other obligations under this Letter Agreement are satisfied, including, but not limited to, Cairo's obligation to indemnify MEAG Power and the Participants. All times referenced herein are Central Prevailing Time.

**(6) Termination and Unwind.** If MEAG Power changes its policy concerning the computation of necessary reserve capacity from a "budgeted coincident peaks" standard to an "actual peaks" standard and such policy change goes into effect during the Term of this Letter Agreement, Cairo and Fairburn shall be returned to their respective positions as if this Letter Agreement had not been entered into (e.g., Fairburn shall receive a credit for amounts it paid pursuant to this Letter Agreement and Cairo shall be billed for all such amounts). Subsequently, this Letter Agreement shall terminate, except that Sections (3) and (4) shall remain effective.

If you are in agreement with the foregoing and after this Letter Agreement has been duly authorized by the respective governing bodies of Cairo and Fairburn, please execute this Letter Agreement in the space provided below.

**MUNICIPAL ELECTRIC AUTHORITY OF  
GEORGIA**

ATTEST:

By:

\_\_\_\_\_  
James E. Fuller  
President and Chief Executive Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

Municipal Electric Authority of Georgia  
1470 Riveredge Parkway NW  
Atlanta, Georgia 30328-4640

1-800-333-MEAG 770-563-0300





Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

**CITY OF CAIRO**

By: \_\_\_\_\_  
Julian Brown, City Manager

ATTEST:

\_\_\_\_\_  
Dana W. Barfield, City Clerk

[SEAL]

Agreed to and accepted, this \_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.  
Month Year

**CITY OF FAIRBURN**

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

ATTEST:

\_\_\_\_\_  
Brenda B. James, City Clerk

[SEAL]

APPROVED AS TO FORM:

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Intergovernmental Agreement for 800 MHz Radio System Access

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

**Submitted:** 11/17/2022                      **Work Session:** N/A                      **Council Meeting:** 12/12/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$74,643.00 (2023 & 2024); \$79,118.00 (2025 & 2026)

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


---

**PURPOSE:** To establish the annual cost of the license and the terms and conditions for the provision of the license to use the radio units on Fulton County's radio system.

**FACTS AND ISSUES:** The current IGA with Fulton County for 911 Emergency Communications Services was executed on December 12, 2018 and is set to terminate on December 31, 2022. The County and City desire to enter into a new Intergovernmental Agreement (IGA) for the County to provide the City a revocable license to use 179 radio units on the County's System.

**FUNDING SOURCE:** Other Contracted Services funding line in Police, Fire, Utilities, & City Administrator's Office; Exact allocation will be based on the number of radios within each respective department.

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing the execution of a Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Fairburn for the provision of 800 MHz Radio System Access in the amount of \$74,643.00 for years 2023, 2024 and \$79,118.00 for years 2025 & 2026 from January 1, 2023 through December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026.

  
Tony M. Phillips, City Administrator

1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO AN**  
5 **INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO**  
6 **SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF**  
7 **FAIRBURN, GEORGIA; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER**  
8 **RELATED PURPOSES.**  
9

10 **W I T N E S S E T H:**  
11

12 **WHEREAS**, Fulton County (the "County") is the sole owner and operator of an APCO  
13 P25 Phase 2 Digital 800 MHz radio system (hereinafter the "County System"); and  
14

15 **WHEREAS**, numerous County departments, including the Police, Sheriff, Marshal, Public  
16 Works, General Services Administration, School Police, and National Park Services, are presently  
17 users on the System; and  
18

19 **WHEREAS**, it is desirable to have a unified system to include entities on the System who  
20 affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare;  
21 and  
22

23 **WHEREAS**, the City of Fairburn (the "City") is a municipality located within Fulton  
24 County and provides public safety services to the citizens of the City within Fulton County; and  
25

26 **WHEREAS**, the City therefore affects and furthers the goal of protecting the health, safety,  
27 and welfare of the citizens of the County; and  
28

29 **WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise  
30 provided by law, prohibits cities and counties from exercising governmental authority within each  
31 other's boundaries except by Intergovernmental Agreement; and  
32

33 **WHEREAS**, the County and the City desire to enter into a new Intergovernmental  
34 Agreement for the County to provide the City a revocable license to use one hundred seventy-nine  
35 (179) radio units on the County's System for the period from January 1, 2023, and ending  
36 December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on  
37 December 31, 2026 (the "800 MHz IGA"); and  
38

39 **WHEREAS**, the 800 MHz IGA establishes the annual cost of the license and the terms  
40 and conditions for the provision of the license to use the radio units on the County's System; and  
41

42 **WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient,  
43 and cooperative relationship that will promote the interests of the citizens of both jurisdictions;  
44 and  
45



46           **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
47 of the City to enter into the 800 MHz IGA.

48           **NOW THEREFORE BE IT RESOLVED**, that the Mayor is authorized to execute the  
49 800 MHz IGA, in substantially the form attached hereto as Exhibit "A".  
50

51           **BE IT FURTHER RESOLVED**, in the event any section, subsection, sentence, clause,  
52 or phrase of this Resolution shall be declared or adjudged invalid or unconstitutional, such  
53 adjudication shall in no manner affect the previously existing provisions of the other sections,  
54 subsections, sentences, clauses or phrases of this Resolution, which shall remain in full force and  
55 effect as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or  
56 unconstitutional were not originally a part thereof. The City Council declares that it would have  
57 passed the remaining parts of this Resolution if it had known that such part or parts hereof would  
58 be declared or adjudicated invalid or unconstitutional.  
59

60           **BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately  
61 upon signature by the Mayor.  
62

63           **BE IT FINALLY RESOLVED**, that any and all resolutions in conflict with this resolution  
64 be and the same are hereby repealed, only to the extent of such conflict.  
65

66           This \_\_\_\_ day of \_\_\_\_\_, 2022.  
67  
68  
69

70 \_\_\_\_\_  
71 Mario B. Avery, Mayor  
72

73  
74 ATTEST:

75 APPROVED AS TO FORM:  
76  
77

78 \_\_\_\_\_  
Brenda B. James, City Clerk

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

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF FAIRBURN, GEORGIA**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
800 MHz RADIO SYSTEM ACCESS  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY of FAIRBURN, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter the "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "User"), a municipality of the State of Georgia, entered into this 1st day of January, 2023

**RECITALS**

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Public Works, General Services Administration, School Police, and National Park Services, are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of Fairburn in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use 179 radio units on the County's System for the period from January 1, 2023, and ending December 31, 2023, with three (3) consecutive one (1) year automatic renewal options ending on December 31, 2026. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed



change is subject to consideration and approval of the Board of Commissioners and Fairburn Council.

**User Agrees To:**

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console, to 179. User may request additional units by making formal application with supporting documentation of need to the Director of the Department of Emergency Services 911 or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, airtime usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning, or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Services 911 and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of the Department of Emergency Services 911.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units, with such training requiring persons to attend an in-house training program for eight (8) to ten (10) weeks in order to obtain the following certifications that are mandatory to perform the duties and responsibilities as a communications officer: (a) the State of Georgia Peace Officer Standards and Training's Basic Communications Officer Training Course certification; (b) the International Academy of Emergency Dispatch's Emergency Medical Dispatch certification; (c) the American Heart Association's Healthcare Provider Cardio Pulmonary Resuscitation certification; (d) the Georgia Crime Information Center's ("GCIC") Criminal Justice Information Services certification; and (e) the GCIC's Security Awareness certification.



(6) Guarantee that its employees who are trained and authorized to use the County System do so in compliance with federal, state, and county laws, codes, regulations, and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director, or his designee may be appealed to the Board constituted for such purposes, said Board to be comprised of the Director of the Department of Emergency Services 911, the Chief of the Fulton County Police Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible, or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the



actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Department of Emergency Services 911 will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January 1~ of each year; and the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement, and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2023 and 2024 is

\$417.00 times the number of radio units, 179, equals annual cost of \$74,643.00. The pro rata share for years 2025 and 2026 will increase by approximately 6% to \$442.00 times the number of radio units, 179, equals annual cost of \$79,118.00.

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

**The County Agrees To:**

- (1) Maintain and support the core of the County System.
- (2) Use best efforts to answer questions and facilitate use of the County System by User.
- (3) Comply with federal, state, and county rules.
- (4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System; and
- (5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.



**TERMINATION AND DEFAULT REMEDIES:**

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of Fairburn shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

**AMENDMENTS:**

This Agreement may be modified at any time during the term by mutual written consent of the parties.

**NOTICES:**

All notices shall be given by first class mail except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notice shall be addressed to the parties at the following addresses:

**If to the County:**

Richard "Dick" Anderson, County Manager  
141 Pryor Street, S.W.,  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)

**With a copy to:**

Soo Jo, County Attorney  
141 Pryor Street, S.W.,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0235  
404-730-6324 (facsimile)

**If to the City:**

Mario Avery,  
Mayor City of  
Fairburn  
56 SW Malone Street  
Fairburn, Georgia  
30213  
770-964-2244

Tony Phillips, City  
Administrator City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

James McCarthy, Chief of  
Police 191 W Broad Street  
Fairburn, Georgia 30213  
770-964-1441

Cornelius Robinson, Fire  
Chief 19 NE Broad Street  
Fairburn, Georgia 30213  
770-683-4630

**With a copy to:**

Rory K. Starkey, City Attorney  
Hilliard Starkey Law  
561 Thornton Road, Suite G  
Lithia Springs, GA 30122  
678-909-2096  
678-623-5767 (facsimile)

**NON- ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ENTIRE AGREEMENT:**

The County and User acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

**SEVERABILITY:**

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

**GOVERNING LAW AND VENUE:**

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

**EFFECTIVE DATE**

This Agreement shall become effective upon its adoption by both governing authorities of the City and County or January 1, 2023, whichever is later.

**WHEREFORE**, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.**

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Robb L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVES AS TO SUBSTANCE:**

\_\_\_\_\_  
Soo Jo  
County Attorney

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**FAIRBURN, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Brenda B. James, City Clerk  
City of Fairburn

(Seal)

**APPROVED AS TO SUBSTANCE**

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

\_\_\_\_\_  
James McCarthy, Chief of Police  
City of Fairburn

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cornelius Robinson, Fire Chief  
City of Fairburn

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



## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Intergovernmental Agreement for 911 Emergency Communication Services

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

**Submitted:** 11/15/2022                      **Work Session:** N/A                      **Council Meeting:** 12/12/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$400,000

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

---

**PURPOSE:** To provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services.

**FACTS AND ISSUES:** The current IGA with Fulton County for 911 Emergency Communications Services was executed on October 22, 2018 and is set to terminate on December 31, 2022. The County and City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

**FUNDING SOURCE:** Fire Department: \$200,000 (100-3500-52-1360, E-911 Fulton County); Police Department: \$200,000 (100-3200-52-1360, E-911 Fulton County)

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing the execution of a Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Fairburn for the provision of 911 Emergency Communication Services in the amount of \$400,000 annually for a term of twelve (12) months from January 1, 2023 through December 31, 2023 with three (3) automatic renewals commencing on January 1 of each successive year and terminating at 2400 hours on December 31, 2026.

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



1 STATE OF GEORGIA  
2 COUNTY OF FULTON  
3

RESOLUTION NO: \_\_\_\_\_

4 **A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO AN**  
5 **INTERGOVERNMENTAL AGREEMENT WITH FULTON COUNTY, GEORGIA FOR**  
6 **THE PROVISION OF 911 EMERGENCY COMMUNICATION SERVICES; TO**  
7 **ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**  
8

9 **W I T N E S S E T H:**  
10

11 **WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise  
12 provided by law, prohibits cities and counties from exercising governmental authority within each  
13 other's boundaries except by Intergovernmental Agreement; and  
14

15 **WHEREAS**, the Fulton County Board of Commissioners has previously entered into an  
16 Intergovernmental Agreement with the City of Fairburn (the "City") to provide use of the Fulton  
17 County Radio Communications System for a period of three (3) years; and  
18

19 **WHEREAS**, Fulton County (the "County") and the City desire to enter into a new  
20 Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering  
21 point within the boundaries of the City for a term of twelve (12) months from January 1, 2023,  
22 through and including December 31, 2023, with three (3) automatic renewals commencing on  
23 January 1 of each successive year; and  
24

25 **WHEREAS**, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception  
26 and public safety radio dispatch services to be provided by the County to the City pursuant to the  
27 agreement; and  
28

29 **WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient,  
30 and cooperative relationship that will promote the interests of the citizens of both jurisdictions;  
31 and  
32

33 **WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
34 of the City to enter into the 911 IGA.

35 **NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute the  
36 911 IGA, in substantially the form attached hereto as Exhibit "A".  
37

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



46  
47       **BE IT FURTHER RESOLVED**, this Resolution shall become effective immediately  
48 upon signature by the Mayor.  
49

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

53       This \_\_\_\_ day of \_\_\_\_\_, 2022.  
54  
55

56  
57  
58 \_\_\_\_\_  
59 Mario B. Avery, Mayor  
60

61 ATTEST:

APPROVED AS TO FORM:

62  
63  
64 \_\_\_\_\_  
65 Brenda B. James, City Clerk

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

**EXHIBIT A**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF FAIRBURN, GEORGIA**

**INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF  
911 EMERGENCY COMMUNICATION SERVICES  
BETWEEN  
FULTON COUNTY, GEORGIA and  
THE CITY OF FAIRBURN, GEORGIA**

---

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia (hereinafter "County"), a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Fairburn, Georgia (hereinafter "City"), a municipality of the State of Georgia, entered into this 1st day of January, 2023.

WITNESSETH:

**WHEREAS**, the Fulton County Board of Commissioners has previously entered into the Agreement with the City to provide use of the Fulton County Radio Communications System for a period of three (3) years; and

**WHEREAS**, the Georgia Constitution, ARTICLE IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

**WHEREAS**, the County and the City desire to enter into a new Intergovernmental Agreement (the "911 IGA") for the County to provide a public safety answering point within the boundaries of the City for a term of twelve (12) months from January 1, 2023, through and including December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year; and

**WHEREAS**, the 911 IGA establishes the cost of Enhanced 911 Emergency call reception and public safety radio dispatch services to be provided by the County to the City pursuant to this Agreement; and

**WHEREAS**, the County and the City desire to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:



## ARTICLE 1

### PURPOSE AND INTENT

- 1.1 The purpose of this Agreement is to provide the vital and necessary communications link between the City of Fairburn citizens and the Fulton County Department of Emergency Services-911 through use of the County's consolidated 911 call reception and radio dispatching of requests of public safety services for a term of twelve (12) months from January 1, 2023, at 0000 hours and concluding at 2400 hours on December 31, 2023, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026.
- 1.2 Fulton County, therefore, agrees to provide the City of Fairburn with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

## ARTICLE 2

### DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

- 2.1 ***Call for Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or Ambulance pre-hospital care response or assistance in response to natural and man-made incidents.
- 2.2 ***Communications Officer*** means any employee of the Fulton County Department of Emergency Services-911, who has successfully completed the basic training course required by O.C.G.A. § 35- 8- 23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.
- 2.3 ***Contract Administrators*** means the Director of the Fulton County Department of Emergency Services-911, or the designee of such Director for the COUNTY, and the City Administrator, or the designee of such Administrator of the CITY. The primary responsibilities of the Contract Administrators are to coordinate and communicate with each other and to manage and supervise execution and completion of the terms and conditions of this Agreement as set forth herein. In the Administration of the Agreement, as contrasted with matters of policy, all parties may rely on the instructions and determinations made by the

Contract Administrators: provided, however, that such instructions and determinations do not increase the obligations of the COUNTY or the CITY hereunder.

- 2.4 ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police between citizens and Fulton County Department of Emergency Services 911 through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide APCO P25 Phase 2 Digital 800MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to field units and private ambulance services.
- 2.5 ***Emergency 911 ("Department")*** means that unit of Fulton County Government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and medical services to the proper locations. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz radio system to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted.
- 2.6 ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.
- 2.7 ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name, and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.
- 2.8 ***Fire Department*** means the City of Fairburn Fire/EMS Department.
- 2.9 ***Police Department*** means the City of Fairburn Police Department.
- 2.10 ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and Mobile Data.
- 2.11 ***Staffing Levels*** means the availability of communications officers to handle calls for service from the City of Fairburn. Specific positions or individuals cannot be identified inasmuch as the number of dispatchers is based on call volume and



incoming calls for service are processed by the first available call taker regardless of where the call originates, which is intended to reflect that same level being provided to the area by operation of the County budget.

### **ARTICLE 3**

#### **TERM OF AGREEMENT**

The initial term of this Agreement is for twelve (12) months, from January 1, 2023, at 0000 hours and concluding December 31, 2023, at 2400 hours, with three (3) automatic renewals commencing on January 1 of each successive year. This Agreement shall terminate at 2400 hours on December 31, 2026. At the conclusion of the last term (2400 hours on December 31, 2026), the City will be solely responsible for providing all public safety answering point services within City boundaries, unless extended by mutual agreement approved by both governing bodies. The parties will meet on or before December 31, 2026, to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Fulton County Board of Commissioners and the City of Fairburn City Council.

The parties agree that the City may, at any time, upon sixty (60) days notice to the County, terminate this Agreement upon its determination that it wishes to provide its own emergency communications services or provide emergency communications services by other means.

### **ARTICLE 4**

#### **COMPENSATION AND CONSIDERATION**

- 4.1 For the emergency communications services to be rendered pursuant to this Agreement, based upon the call volume described herein below in sub-paragraph 5.4, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Additionally, the County is entitled to impose and retain an annual subsidy from the City in the amount of **\$400,000.00**. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of Fairburn.
- 4.2 The County agrees to provide an invoice representing the full amount of the subsidy owed by the City for the term of this Agreement and subsequent invoices for any renewals of the Agreement within thirty (30) days of the execution of the Agreement or each renewal of the Agreement as applicable. The City agrees to promptly remit full payment of the invoiced amount within (30) days of receipt of the invoice from the County. A late payment penalty will accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent.



## **ARTICLE 5**

### **EMERGENCY COMMUNICATIONS SERVICES**

- 5.1 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in two (2) 12-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire, and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.
- 5.2 Based upon the volume of calls originating from within the City of Fairburn, provisions of emergency communications services provided by communications officers shall be as furnished in the positions of call takers, dispatchers, and supervisors during day, and morning shifts and may be modified by the Director of Fulton County Department of Emergency Services 911 from time to time as needs arise. These staffing positions represent the global level necessary for a complete 24-hour period in Fulton County.
- 5.3 The Director of Fulton County Department of Emergency Services 911 may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsible of the County.
- 5.4 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Department of Emergency Services 911, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of Fairburn with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission.

## **ARTICLE 6**

### **EQUIPMENT**

The County shall furnish and maintain in good working condition for the benefit of the City, all necessary 800 MHz digital radio emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties, and responsibilities described in this Agreement.

## **ARTICLE 7**

### **EMPLOYMENT STATUS**

- 7.1 All emergency communications officers, as well as any other Fulton County personnel assigned under this Agreement, are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions. All emergency communications employees will continue to report under the management structure established in the Fulton County Department of Emergency Services 911.
- 7.2 In the event the City Administrator becomes dissatisfied with the performance of any sworn or civilian personnel performing emergency communications services on behalf of the City, the City Administrator shall discuss the concerns with the Director of the Fulton County Department of Emergency Services 911.
- 7.3 Fulton County Department of Emergency Services 911 employees will not be specifically assigned as call takers for the City of Fairburn, because the County operates a consolidated center, the E911 telephone equipment routes calls from anywhere in the County to the first available call taker. Any other method of staff deployment would reduce the service level and adversely impact all citizens of Fulton County, including the City of Fairburn. Accordingly, the number of employees needed by call volume from Fairburn has been estimated, but not assigned to specific employees.

## **ARTICLE 8**

### **RECORDKEEPING AND REPORTING**

- 8.1 The Police and Fire Department Records Sections are the central repository for all police and fire department records and are available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.*
- 8.2 The Director of the Fulton County Department of Emergency Services 911 shall prepare and deliver monthly reports to the City Administrator. The reports shall describe the volume of 911 calls for service, identification of police, fire, or EMS, and answer speed for calls originating within the City of Fairburn.
- 8.3 Except as limited by provision of state or federal law, the City may request, review, and access data and County records, at a mutually agreed upon time and place, to ensure compliance with this Agreement.



## **ARTICLE 9**

### **ANCILLARY SERVICES**

- 9.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.
- 9.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Department of Emergency Services 911 include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.
- 9.3 During the term of this Agreement, the County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point.
- 9.4 During the term of this Agreement, the County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of Fairburn will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

## **ARTICLE 10**

### **CITY- COUNTY RELATIONS**

- 10.1 The Director of the Fulton County Department of Emergency Services 911, or his/her designee, will notify the County Manager and City Administrator in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Department of Emergency Services 911 and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Administrator shall be notified consistent with the notification by the Fulton County Department of Emergency Services 911 to the County Manager.
- 10.2 At the request of the City Administrator, the Director of the Fulton County Department of Emergency Services 911 or that official's designee shall be available to attend City Council meetings on an "as needed" basis.
- 10.3 The County shall be the sole provider of public safety answering point services during the term of this Agreement.



## **ARTICLE 11**

### **TRANSITION**

- 11.1 In the event of the termination or expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from County to a municipal public safety answering point and to maintain the same high quality of 911 and emergency medical response provided by this Agreement for the residents, businesses, and visitors of the City.
- 11.2 The Director of the Fulton County Department of Emergency Services 911 or his/her designee shall present a summary report to the City Council within sixty (60) days of the conclusion of this Agreement to facilitate the transition to the City's PSAP.
- 11.3 The County and the City agree that ninety (90) days prior to the expiration of this Agreement, the City Administrator and County Manager will meet and confer to effect a smooth transition.

## **ARTICLE 12**

### **INDEMNIFICATION**

- 12.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. § 46-5-131. Only to the extent permitted by law and in the event O.C.G.A. § 46-5-131 is deemed inapplicable, shall the City defend, indemnify, and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers, and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.
- 12.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

## **ARTICLE 13**

### **EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the County as follows:
  - 13.1.1 The County repeatedly disregards local priorities established by the City Administrator which the County is required to observe by the Agreement, and which have been communicated in writing by action of the City Council to the County on more than one occasion.
  - 13.1.2 The County does not maintain sufficient personnel in the Department of Emergency Services 911 to handle the volume of 911 calls as required by Article 5.
  - 13.1.3 The County consistently fails to meet the levels of service outlined in Article 5, which failure has been communicated in writing by action of the City Council to the County on more than one occasion.
- 13.2 An event of default shall mean a material breach of this Agreement by the City as follows:
  - 13.2.1 Failure of the City to establish specific objectives, written and attainable local priorities for local emergency communication services activities and transmit the same to the Director of the Fulton County Department of Emergency Services 911.
  - 13.2.2 Failure of the City to remit timely payment of any subsidy amount payable pursuant to Article 4 of this Agreement.

## **ARTICLE 14**

### **TERMINATION AND REMEDIES**

- 14.1 The City or the County may terminate this Agreement only for an event of default, or as outlined in Article 3, Term of Agreement, unless the default is cured as provided in this Article.
- 14.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing; specify the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a sixty (60) day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and



continuity during the sixty (60) day period, or any longer period which the City prescribes.

- 14.3 If an event of default occurs, in the determination of the County, the County may notify the City in writing, specify the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a sixty (60) day period; except that for events of default related to the payment of fees, the cure period is reduced to thirty (30) days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the sixty (60) day period (30 days for payments) or any longer period which the County prescribes.
- 14.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within thirty (30) days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.
- 14.5 The parties reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

## **ARTICLE 15**

### **AMENDMENTS**

This Agreement may be modified at any time during the term by mutual written consent of both parties.

## **ARTICLE 16**

### **NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

**If to the County:**

Richard "Dick" Anderson, County Manager  
141 Pryor Street, S.W.,  
Suite 1000  
Atlanta, Georgia 30303  
404-612-8335  
404-612-0350 (facsimile)



**With a copy to:**

Soo Jo, County Attorney  
141 Pryor Street, S.W.,  
Suite 4038  
Atlanta, Georgia 30303  
404-612-0235  
404-730-6324 (facsimile)

**If to the City:**

Mario Avery, Mayor  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

Tony Phillips, City Administrator  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

James McCarthy, Chief of Police  
191 W Broad Street  
Fairburn, Georgia 30213  
770-964-1441

Cornelius Robinson, Fire Chief  
19 NE Broad Street  
Fairburn, GA 30213  
770-683-4630

**With a copy to:**

Rory K. Starkey, City Attorney  
Hilliard Starkey Law  
561 Thornton Road, Suite G  
Lithia Springs, GA 30122  
678-909-2096  
678-623-5767 (facsimile)

**ARTICLE 17**

**NON- ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

## **ARTICLE 18**

### **ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement.

## **ARTICLE 19**

### **SEVERABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed, and the remainder of this Agreement will continue in full force and effects as if the invalid provision or portion of the provision were not part of this Agreement.

## **ARTICLE 20**

### **BINDING EFFECT**

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors and assigns.

## **ARTICLE 21**

### **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

**WHEREFORE**, the parties have read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]  
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers as of the date first above written.**

**FULTON COUNTY, GEORGIA**

**ATTEST:**

\_\_\_\_\_  
Robb L. Pitts, Chairman  
Fulton County Board of Commissioners

\_\_\_\_\_  
Tonya R. Grier, Clerk (SEAL)  
Clerk to the Commission

**APPROVED AS TO FORM:**

**APPROVES AS TO SUBSTANCE:**

\_\_\_\_\_  
Soo Jo  
County Attorney

\_\_\_\_\_  
Chris Sweigart, Director  
Department of Emergency Services 911

**FAIRBURN, GEORGIA**

**ATTEST:**

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

\_\_\_\_\_  
Brenda B. James, City Clerk  
City of Fairburn

(Seal)

**APPROVED AS TO SUBSTANCE**

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

\_\_\_\_\_  
James McCarthy, Chief of Police  
City of Fairburn

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cornelius Robinson, Fire Chief  
City of Fairburn

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





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** First Extension of Intergovernmental Agreement for Animal Control Services

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

**Submitted:** 11/17/2022                      **Work Session:** N/A                      **Council Meeting:** 12/12/2022

**DEPARTMENT:** City Administrator's Office

**BUDGET IMPACT:** \$115,225.45

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

---

**PURPOSE:** To provide the citizens of the City of Fairburn with Animal Control Services.

**FACTS AND ISSUES:** The current IGA with Fulton County for Animal Control Services was executed on May 14, 2018 and is set to terminate on December 31, 2022. The County and City desire to extend the agreement for an additional period of three hundred and sixty-five (365) days, through December 31, 2023. This extension will allow the County and City to evaluate the scope and manner of delivery of these services moving forward. Additionally, this extension will allow the County to release a RFP and negotiate a new contract with the appropriate parties as they prepare to bring the new animal shelter online in Q4 of 2023. The cost for services in 2023 is estimated to remain the same as the County plans to absorb the one-year increase in operating and labor costs for their contractor, Lifeline Animal Project, while the new animal shelter is completed.

**FUNDING SOURCE:** Inspection & Enforcement: 100-7200-52-2115 (Animal Control)

**RECOMMENDED ACTION:** Staff request Mayor and Council approval of a Resolution authorizing execution of the first extension of the Intergovernmental Agreement (IGA) between Fulton County, GA and the City of Fairburn for Animal Control Services in the amount of \$115,225.45 from January 1, 2023 through December 31, 2023.

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

STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION AUTHORIZING THE CITY OF FAIRBURN TO ENTER INTO AN  
EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT ("IGA") WITH  
FULTON COUNTY FOR ANIMAL CONTROL SERVICES; TO ESTABLISH AN  
EFFECTIVE DATE; AND FOR OTHER RELATED PURPOSES.**

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

**WHEREAS**, the City of Fairburn (hereinafter the "City") has a need to provide the citizens  
of Fairburn with animal control services; and

**WHEREAS**, the City and Fulton County (hereinafter the "County") entered into an  
Intergovernmental Agreement ("IGA") on July 7, 2014 for the purpose of authorizing the County  
to provide animal control services to the City, by way of a contract with an animal control vendor;  
and

**WHEREAS**, the terms of the Original agreement are set to expire on December 31, 2022,  
and the County and the City desire to extend the agreement for an additional period of three  
hundred and sixty-five (365) days, through December 31, 2023; and

**WHEREAS**, the City, after due consideration, has determined that it is in the best interest  
of the citizens of the City to extend the original IGA.

**NOW THEREFORE BE IT RESOLVED** that the Mayor is authorized to execute the  
First Extension of the Intergovernmental Agreement for the Provision of Animal Control Services,  
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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Brenda B. James, City Clerk



**EXHIBIT "A"**

**FIRST EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT FOR THE  
PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON COUNTY,  
GEORGIA AND FAIRBURN, GEORGIA**

**FIRST EXTENSION OF THE INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION OF ANIMAL CONTROL SERVICES BETWEEN FULTON  
COUNTY, GEORGIA AND FAIRBURN, GEORGIA**

**This First Extension to the Intergovernmental Agreement ("First Extension")** is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Fairburn, Georgia ("**Fairburn**"), a municipal corporation, and Fulton County, Georgia ("**County**"), herein after collectively referred to as the "**Parties**".

**WHEREAS**, pursuant to the Georgia Constitution, Article IX, Section II, Paragraph I, cities and counties are prohibited from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement, or as otherwise provided by law; and

**WHEREAS**, Fairburn, and the County entered into that certain Intergovernmental Agreement on or about July 7, 2014 as Fulton County Board of Commissioners Agenda Item #14-0641 ("Original Agreement"), for the purpose of authorizing the County to provide animal control services to Fairburn, by way of a contract with an animal control services vendor; and

**WHEREAS**, the term of the Original Agreement is set to expire on December 31, 2022 and the County and Fairburn desire to maintain the same level of services for an additional period beyond this set date so that the parties can evaluate the scope and manner of deliver of these services moving forward; and

**WHEREAS**, the Parties desire, through this First Extension, to extend the Term (Article 2) of the Original Agreement under the same terms and conditions set forth in the Original Agreement for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

**NOW THEREFORE**, Fairburn and the County, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

**Section 1.** Fairburn and the County do hereby agree that Article 2 (Term of Agreement) of the Original Agreement is hereby amended by this First Extension for an additional period of three hundred and sixty-five (365) days, up to and including December 31, 2023.

**Section 2.** The Parties further agree that all the terms and conditions, including, but not limited to, Article 3 (Compensation and Consideration), that are set out in the Original Agreement, as modified by this First Extension, will continue to be enforceable during the First Extension.

**Section 3.** The Parties further agree that Article 10 (Notices) of the Original Agreement is hereby amended by this First Extension to reflect the following change to notice provision 10.3: all notices to the City shall be addressed as follows:

**If to the City:**

Tony M. Phillips, CPM®, City Administrator  
City of Fairburn  
56 SW Malone Street  
Fairburn, Georgia 30213  
770-964-2244

**With a copy to:**

Rory K. Starkey, City Attorney  
Hilliard Starkey Law  
561 Thornton Road, Suite G  
Lithia Springs, GA 30122  
678-909-2096  
678-623-5767 (facsimile)

**Section 3.** The Original Agreement, as modified by the First Extension, contains the entire agreement between the Parties, and no modification shall be binding upon the Parties unless evidenced by a subsequent written agreement signed by the County acting by and through the Fulton County Board of Commissioners, and Fairburn, acting by and through its duly authorized officers.

**Section 4.** In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Original Agreement, as modified by the First Extension.

**Section 5.** The Original Agreement, as modified by the First Extension, shall be governed in all respects as to the validity, construction, capacity performance, or otherwise by the laws of the State of Georgia.

**Section 6.** Nothing contained in the Original Agreement, as modified by the First Extension, shall be construed to be a waiver of any of the Parties' sovereign immunity, any individual's qualified immunity, or any other immunity or exemption from liability provided for by law.

**Section 7.** The Original Agreement, as modified by the First Extension, shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

**Section 8.** Except as modified by this First Extension, all terms and conditions of the Original Agreement remain in full force and effect.

**(SIGNATURES APPEAR ON FOLLOWING PAGE)**



**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and affixed their seals the day and year first above written.

**CITY OF FAIRBURN**

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

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

Attest: \_\_\_\_\_  
Brenda B. James, City Clerk

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

(SEAL)

**APPROVED AS TO FORM:**

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

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

**FULTON COUNTY, GEORGIA**

By: \_\_\_\_\_  
Robert L Pitts, Chairman  
Fulton County Board of Commissioners

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

Attest: \_\_\_\_\_  
Tonya R. Grier  
Clerk to the Commission

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

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Y. Soo Jo, County Attorney

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

# ATTACHMENT 1

## Estimated Annual Animal Control Services Payment Amounts for Municipalities and Fulton County

(Based on data for the period ending 7/1/2021 thru 6/30/2022)

$$\text{Payment Amount} = (A+V+C+M+D)(C/TC)$$

			36.11% increase from the 2018- 2022 contract amount (\$3,600,000)
A	2023 Annualized contract amount	\$ 4,900,000.00	
V	Vehicle replacement (total cost \$832,592 over 5 years -- Approx cost per unit \$52,037)	\$ 166,518.40	
C	Capital improvement plan	\$ 500,000.00	
M	Annual maintenance cost	\$ 300,000.00	
D	Call Taking and Dispatch Services (24/7/365)	\$ 328,000.00	
TC	Total Calls		
<b>2023 Annual Shared Costs</b>			
	County Contribution	\$ 128,000.00	
	County one-time absorbion of contract increase during 1 year extension	\$ 1,300,000.00	
Paid by Cities	<b>2023 Total Annual Shared Cost (Minus County annual contribution &amp; one-time absorbion of contract increase)</b>	<b>\$ 4,766,518.40</b>	0% increase from 2018-2022 contract amount (\$4,766,518.40)
	Additional Animal Services Costs Covered by the County	\$ 209,115.00	
	<b>2023 Total Cost for Animal Services Program</b>	<b>\$ 6,531,633.40</b>	

	Name of Jurisdiction	# of Responses Per Jurisdiction	% of Jurisdiction Responses to Total Responses	Share of Total Cost
1	Alpharetta	326	1.76%	\$ 84,034.67
2	Atlanta	10192	55.12%	\$ 2,627,243.28
3	College Park	137	0.74%	\$ 35,315.18
4	East Point	1267	6.85%	\$ 326,600.98
5	Fairburn	447	2.42%	\$ 115,225.45
6	Hapeville	80	0.43%	\$ 20,622.00
7	Mountain Park	1	0.01%	\$ 257.78
8	Palmetto	124	0.67%	\$ 31,964.11
9	Sandy Springs	648	3.50%	\$ 167,038.23
10	Roswell	516	2.79%	\$ 133,011.92
11	Union City	836	4.52%	\$ 215,499.94
12	Johns Creek	333	1.80%	\$ 85,839.09
13	Milton	163	0.88%	\$ 42,017.33
14	South Fulton	3284	17.76%	\$ 846,533.26
15	Chattahoochee	96	0.52%	\$ 24,746.40
16	Fulton Industrial District	41	0.22%	\$ 10,568.78
<b>Total</b>		<b>18491</b>	<b>100.00%</b>	<b>\$ 4,766,518.40</b>





## CITY OF FAIRBURN

### CITY COUNCIL AGENDA ITEM

**SUBJECT:** Reclassification and Position Allocation

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

**Submitted:** 12/06/2022

**Work Session:** N/A

**Council Meeting:** 12/12/22

**DEPARTMENT:** City Administration

**BUDGET IMPACT:** To Be Determined

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

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**PURPOSE:** Due to the expansion of City projects and infrastructure and the need for administrative support, requesting approval to reclassify one (1) Property Manager position to Building Operations Director and approval to add one (1) Administrative Assistant position to the Department of Property Management resulting in a total employee count of four (4).


**HISTORY:** In an effort to streamline processes within the Property Management Department, various operational functions were placed under contract to ensure permitting workflows and guidelines are processed timely and efficiently, and to meet to the current demands of residential and commercial projects.

**FACTS AND ISSUES:** The reclassification of the Property Manager position to the classification of Building Operation Director will allow for the development of facilities improvements and renovations, will enhance oversight of property management, building operations, information technology program management, capital projects, and asset management, and provide guidance for a comprehensive building operations plan.

Additionally, there is a need for support personnel to fulfill the administrative functions of the department and to improve operational efficiency. Responsibilities would include billing, invoicing, managing work order requests, supply orders (city and departmental), and will serve as the administrative support.

**FUNDING SOURCE:** The funding for the requested position allocations will result from the department budget salary savings due to vacancies and from the contractual savings at the conclusion of the Atlas agreement. A budget amendment is required to transfer funding to the Personnel Services 100-1565-51-1100 [Salaries & Wages] budget line.

**RECOMMENDED ACTION:** Request Mayor and Council approval to reclassify one (1) Property Manager position to Building Operations Director and approval to add one (1) Administrative Assistant position to the Department of Property Management.

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





## JOB DESCRIPTION

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*To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.*

### Building Operations Director

**Department:** Property Management  
**Pay Grade:** G20  
**Pay Basis:** Salaried  
**FLSA Status:** Exempt  
**EEO Category:** 1.2

#### JOB SUMMARY

The Building Operations Director is responsible for managing the design, construction, and maintenance of City facilities. This position also manages custodial services and provides asset management, records management, information technology, and telecommunication services to support City operations. Reports to the Assistant City Administrator.

#### ESSENTIAL JOB FUNCTIONS

- Directs facilities planning, design, maintenance, and construction programs by leading facilities-related project scope, specifications, requests for proposals and quotations, contracting, and project management.
- Leads long-term space planning and facility needs; designs and plans workstations, coordinates remodeling and refurbishment initiatives, forecasts space needs and coordinates relocations in partnership with City Administration and ensure that decisions align within City's strategic planning, budget, and goals.
- Manages City capital construction projects including fire and police stations, recreation centers, and other City buildings.
- Develops and supports the City's short, intermediate, and long-range plans, programs and strategies for City operations, consistent with the site-operating plans and the City's operational goals and objectives.
- Develops and manages the City's asset program to monitor, report, and analyze information for existing and new infrastructure asset, including renewals, modifications,

periodic inspections, corrective action, work history, asset condition and performance, failure analysis and tracking.

- Manages the City's network infrastructure to include the monitoring, installation, and integration of hardware in the network such as routers, switches, servers, power systems, and cables.
- Plans for network solutions; performs site surveys and audits to ensure that the organization's network site has the proper specifications; ensures City resources are being utilized effectively.
- Responsible for developing budgets and long-range facilities plans based on the City's growth and future needs; Monitors project schedules, budget expenditures, and staffing levels to ensure work is being completed efficiently and as projected.
- Tracks and ensures the City's facilities are in compliance with all federal, state, and local laws and regulations and acts as the main contact for compliance-related questions and communications.
- Provides regular feedback to City Administration on progress of City construction projects.
- Manages assigned building maintenance staff focusing on safety, quality, goal setting, performance management, career development; and attracting, developing, and retaining a high-performance workforce.
- Provide records storage and retrieval for multiple City departments.
- Performs other related duties as assigned.

### **QUALIFICATIONS**

#### **Education and Experience:**

Bachelors' Degree in Engineering, Construction Management, Architecture, or a related field, supplemented by eight (8) years of operations management, contract/facility management, asset management, or similar area, and 5-7 years of supervisory experience; or any equivalent combination of education, training, and experience. Masters' Degree preferred. Local government experience a plus.

#### **Licenses or Certifications:**

Project Management Professional (PMP) certification desirable.

Valid State of Georgia driver's license.

#### **Special Requirements:**

Requires an acceptable general background check to include a local and state criminal history check and an acceptable driving record.

#### **Knowledge, Skills and Abilities:**

- Comprehensive knowledge of facilities and buildings, including knowledge of methods, materials, hazards and tools used in custodial services, facility and equipment system construction, maintenance, monitoring, security and operation. Includes knowledge of the following: HVAC, electrical, mechanical, pneumatics and plumbing systems; carpentry; carpet installation; painting and surface preparation; boiler operation; fire



safety systems; building security systems; grounds, roofing, elevator maintenance; and asbestos abatement.

- Thorough knowledge of facilities-related theory and applications applicable to diverse facilities including the business and technical aspects of facilities management.
- Working knowledge in areas of engineering, painting, carpentry, electrical wiring and controls, plumbing, vehicle and machinery operations.
- Knowledge of principles and practices of project management, contract administration, construction methods, cost estimating permits, processes and requirements.
- Knowledge of applicable local, state and federal laws, codes and standards related to construction.
- Knowledge of fiscal management including budget preparation, cost and budget analysis, expenditure control and records management.
- Knowledge of basic arithmetic operations.
- Ability to help develop long term plans and goals for the City and provide management with target dates, costs, and implementation strategies.
- Ability to establish and maintain effective working relationships with City Council, the City Administrator, department heads, City staff, and contractors.
- Ability to function in a managerial capacity for a division or organizational unit. Includes
- the ability to make decisions on procedural and technical levels.
- Ability to exercise judgment, decisiveness and creativity in situations involving broader aspects of organizational programs and operations, moderately unstable situations, or the direction, control and planning of an entire program or set of programs
- Ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.
- Ability to utilize a personal computer with word processing, spreadsheet, and related software to effectively complete a variety of administrative tasks with reasonable speed and accuracy. Proficient with Microsoft Office Suite (Outlook, Word, PowerPoint and Excel).
- Skill in coordinating and resolving daily operational and administrative problems and issues effectively with subordinate employees.
- Skill in effective inter-personal and public relations and customer service; excellent oral and written communication skills to satisfactorily resolve conflicts and issues; to explain established policies and procedures to employees and the general public.
- Skill in planning, prioritizing, and organizing work; ability to handle multiple work assignments and deadlines efficiently, accurately, and professionally; skill in planning, prioritizing, organizing, reviewing, and evaluating the work of others.



**PHYSICAL DEMANDS**

Requires exerting up to 50 pounds of force. Tasks require the ability to exert light physical effort which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight. Tasks may involve extended periods of time at a keyboard or work station. Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, and visual cues or signals. Some tasks require the ability to communicate orally.

**WORK ENVIRONMENT**

Work is performed primarily indoors in an office environment but may also include outdoor work and visits to building site locations sometimes in confined spaces to inspect and review work performed by City personnel, contractors, or other vendors. Hazards are infrequent but may include fumes, dust, moving mechanical equipment parts, extreme temperatures, inadequate lighting, and loud noises.

***The City of Fairburn has the right to revise this job description at any time. This description does not represent in any way a contract of employment.***

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Employee Signature

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Date

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Supervisor (or HR) Signature

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Date

*The City of Fairburn is an Equal Opportunity Employer. To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. In compliance with the American Disabilities Act (ADA) reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions. Prospective and current employees are encouraged to discuss accommodations with the employer.*





# City Administrator's Monthly Report

October & November 2022

Fairburn, GA

Authored by: Tony M. Phillips, CPM®





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## Government of the City of Fairburn



Greetings Honorable Mayor & City Council Members,

I am honored to present a summary of the City's monthly administrative activities for October & November 2022. The focus and intention on the improvement of city operations and service delivery remains an operational constant. The current economic dynamics that are frequently erratic and inflationary has created challenges that city staff continues to effectively navigate. Fairburn maintains a solid financial standing while continuing to consistently manage smart growth. Our status as one of the state's best live, work, play communities is built on a foundation of multiple inherent assets which include among others, being the 9th largest MSA (*metropolitan statistical area*) in the country, near the world's busiest airport; having excellent access to major interstate and state highways; a historically low crime rate; residential neighborhoods with historic homes and new development. Staff is daily focused on our steadfast commitment to provide each resident extraordinary 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 for October & November 2022. The City, under the leadership of the Honorable Mayor Mario Avery, continues its "Fairburn Forward" initiative highlighted by our three R's (Refresh, Rebrand, Renew).

- 2022 Fairburn Fall Festival & Parade
- Inaugural Taste of Fairburn – 10 Participating Restaurants
  - 1,500 free samples distributed
  - Celebrity Emcees Frank Ski and Casual Cal
  - Chef Mike Simpson of South Fulton
- Completion of Phase I -Creative Crosswalk Project Installation
  - 91 Elder St – Campbell Elementary School



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- Malone & SE Broad – Landmark Christian School
  - Installation of Smart City Soofa System within Downtown Historic Commercial District
    - Location 1 – Frankie Arnold Stage & Courtyard Area
    - Location 2 – Pedestrian Bridge
  - Art Advisory Council facilitated completion of Phase II of Creative crosswalk Mural Installation at Duncan Park and Fairburn Youth Art Center.
  - Old Campbell Courthouse post fire investigation by Fire Investigators and the Insurance company was completed. The post fire building stabilization and mitigation is ongoing.
  - Municipal Court Failure to Appear Amnesty Program completed
  - Diabetes Awareness Month recognized city-wide for November 2022.
  - Parks & Recreation hosted Holiday Break Camp – 17 youth participants
  - New Teen Music Program
  - Thanksgiving Food Drive & Giveaway
  - Downtown Commercial District Christmas decorations and installation for main street and business promotions with department teams.
  - 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. Two new Department Director hires completed (Planning & Zoning & Finance, along with the city's new Information Technology Manager.

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

Fairburn is an exceptional city with a bright path ahead. 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 October & November 2022.

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



## City Clerk

Director: Brenda James

November 2022

### **Department Highlights/Accomplishments:**

Received 81 open records request for November – researched and processed

Amounts Collected in Open Records to date: \$10,291.41

Processed incident reports to Travelers insurance

Processed City Council Credit Card Requests.

Prepared City Council Meeting packets for November 14th

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

Prepared City Council Minutes

CivicClerk Training

Signed all Business Licenses

Travel Arrangements for Council

Prepared Checks for Council Travel

Managing Mayor Calendar

Preparing payment of invoices

Attend Leadership Meetings

Attended Insurance Training with Travelers

### **Project Status:**

Continue to work on the Charter updates/ Spoke with GMA





## Community Development Department

Director: Lester Thompson, MPA

November 2022

### Department Highlights/Accomplishments:

The Invitation for Bid (IFB) for the Southeast Broad Street Pedestrian Improvements Project (23-002) was advertised on November 9<sup>th</sup>, 2022.

The Invitation for Bid (IFB) Virlyn B. Smith Pedestrian Improvements Project (23-004) was advertised on November 9<sup>th</sup>, 2022.

The Invitation for Bid (IFB) for the Golightly Street Pedestrian Improvements Project (23-004) was advertised on November 9<sup>th</sup>, 2022.

### Department Updates:

Permit Type	Number Issued
Right-of-Way Encroachment Permits	1
Timber Harvesting Permits	0
Clearing & Grading Permits	1
Land Disturbance Permits (LDPs)	2

### Project Status:

Community Development Projects Under Construction		
Project Name	Permit Type	Permit Issuance Date
Copart Fairburn	Clearing & Grading Permit	November 17 <sup>th</sup> , 2022
Ren Park Apartments	Land Disturbance Permit	November 10 <sup>th</sup> , 2022
South Park, Building B	Land Disturbance Permit	November 8 <sup>th</sup> , 2022
SIXTY-NINE ZERO FIVE DEV CO. - 6905 Virlyn B. Smith (Renaissance Festival)	Timber Harvesting Permit	October 26 <sup>th</sup> , 2022





# GOVERNMENT OF THE CITY OF FAIRBURN

96 Howell Avenue, Lot 3, Water and Sewer Project	Land Disturbance Permit	September 28 <sup>th</sup> , 2022
1162 Hwy 54 East, LLC	Land Disturbance Permit	September 28 <sup>th</sup> , 2022
Project Miles Trailer Parking	Land Disturbance Permit	July 29 <sup>th</sup> , 2022
South Park, Building A	Land Disturbance Permit	July 20 <sup>th</sup> , 2022
Package Depot Plaza	Land Disturbance Permit	April 12 <sup>th</sup> , 2022
Tractor Supply Company	Land Disturbance Permit	February 11 <sup>th</sup> , 2022
Fairburn DC, Howell Avenue	Land Disturbance Permit	February 8 <sup>th</sup> , 2022
Trillium Reserve Subdivision	Land Disturbance Permit	September 29 <sup>th</sup> , 2021
Fern Dale Subdivision	Land Disturbance Permit	March 31 <sup>st</sup> , 2021
Legend Creek Subdivision	Land Disturbance Permit	October 15 <sup>th</sup> , 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 15 <sup>th</sup> , 2023
Southeast Broad Street/McLarin Road Pedestrian Improvements Project	Pond & Company	Final Design/Letting	November 9 <sup>th</sup> , 2022



CDBG, Golightly Street Pedestrian Improvements Project	Pond & Company	Final Design/Letting	November 9 <sup>th</sup> , 2022
Virlyn B. Smith Pedestrian Improvements Project	Pond & Company	Final Design/Letting	November 9 <sup>th</sup> , 2022
CDBG, Lightning Community Rain Garden & Greenspace Project	Pond & Company	Preliminary Design	March 15 <sup>th</sup> , 2023 (anticipate d)
Park Road Extension/Dun can Park Secondary Access Road	Southeast ern Engineeri ng, Inc.	Environmental Screening/Data base Development	March 15 <sup>th</sup> , 2023 (anticipate d)
Oakley Industrial Boulevard Roadway Extension to Gullatt Road via Cleckler Road	Southeast ern Engineeri ng, Inc.	Field Survey/Databas e Development	May 31 <sup>st</sup> , 2023 (anticipate d)

- \* The I-85 @ SR 74/Senoia Road Interchange Project currently has fifty-six (56) parcels; the preliminary parcel count was fifty (50) parcels. GDOT has closed on twenty-three (23) parcels, and two (2) options are with their attorney for closing. The remaining parcels are set to be reappraised in the next few months. Condemnations will start over due to expired appraisals.

<b>Public Works/Capital Improvement Projects Under Construction</b>
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## GOVERNMENT OF THE CITY OF FAIRBURN

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 6 <sup>th</sup> , 2020	Substantial: April 13 <sup>th</sup> , 2022 Final: May 22 <sup>nd</sup> , 2022 (outstanding)

### Upcoming Events/Actions/Meetings:

- The Southeast Broad Street Pedestrian Improvements Project (23-002) bid opening date is December 14<sup>th</sup>, 2022.
- The Virlyn B. Smith Pedestrian Improvements Project (23-003) bid opening date is December 14<sup>th</sup>, 2022.
- The Golightly Street Pedestrian Improvements Project (23-004) bid opening date is December 14<sup>th</sup>, 2022.





## Court Services

Director: Lisa Brownlee-Mack

November 2022

### **Department Highlights/Accomplishments:**

- Completed Failure to Appear Amnesty Program
- Completed Record Restriction applications
- Completed all scheduled court sessions
- Responded to Open Records
- Processed Monthly State Funds Report
- Received information on the TRIP

### **Upcoming Events/Actions/Meetings:**

- Continue review and revise Court forms, fines and SOP



## Economic Development

Director: Sylvia Abernathy

November 2022

### **Department Highlights/Accomplishments:**

- Comprehensive Economic Development (CED) Forum with Georgia Municipal Association, participated in economic development summit to review regional and local strategies.
  - CEDS findings, goals, and actions in conjunction with the Atlanta Regional Commission staff.
  - Economic Development Administration funding opportunities
  - Tour of Underground Atlanta Redevelopment project.
- Launched Annual Amex Neighborhood Champion #Shop Small Event, participating businesses engage in national small business promotions and retail opportunities.
- Georgia Trend – Economic Development Editorial and
- Art Advisory Council facilitated completion of Phase II of Creative crosswalk Mural Installation at Duncan Park and Fairburn Youth Art Center.
- Downtown Commercial District Christmas decorations and installation for main street and business promotions with department teams.
- Prepared and wrote November City Newsletter, featuring Annual #Shop Small Program, update regarding Local Option Sales Tax, and Around Fairburn

### **Department Updates:**

- Development Authority (DA)/ Downtown Development Authority (DDA) Special-Called Meeting to review Ren Park Development and Historic Bank Building Project.
- ARC Land Use Committee, participated in LCI and CDAP Downtown Development Tour
- Monthly Main Street Program meeting with Georgia Main Street.
- Façade Grant Program business recruitment activities.
- Completed November 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.
- Soofa System digital wayfinding kiosk installation. Weekly updates of digital platform with downtown events calendar, business promotions, and analytics.





**Project Status:**

- Adopt-A-Planter Program – submitted a proposal for the implementation of the program. ***In Process***
- Façade Grant Program
  - Funding Approved
  - Working with Communications
- Utility Box Murals – Submitted Draft Call to Arts Advisory Council. – November 17<sup>th</sup>
  - Vote approving solicitation of artists.
  - Approval of mural locations.
- Downtown Catalytic Site Development:
  - Review of potential Catalytic Site in downtown Fairburn, Off Broad. -***Ongoing***
  - 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 - ***Ongoing***
  - Redevelopment of downtown parcels. Business Development and Activation: Ongoing discussions with business and property-owner stakeholders.

**Upcoming Events/Actions/Meetings:**

- Economic Development Strategic Plan Update
- Business Alliance Meeting - TBA
- Planter Program/ Adopt-A-Spot
- Main Street Board Meeting
- Hotel Motel Tax/Funds Report
- Economic Development Strategic Plan
- Third Friday Events & Concert Series
  - Back to School Celebration –Reschedule to September 9th
  - Hispanic Cultural Celebration Month – September 16th
- Fall Festival & Taste of Fairburn – October 1st



## Fire

Director: Chief Cornelius Robinson

November 2022

### **Department Highlights/Accomplishments:**

- Temporary station delivered and installed
- The City of Fairburn hosted a Veterans Day Program at the Frankie Arnold Stage & Courtyard to honor all employees that have served in the military. Our Honor Guard presented the colors for the program. A special tribute was paid to Lt. Jean-Harold Astree for his 29 years of service in the United States Air Force.
- Tanker 24 has been added to the apparatus fleet.
- Our Administrative Assistant, LaQuisha Redmon, won 1st Place in the 1st Annual Rip the Runway Contest for Diabetes Awareness—spearheaded by our Wellness Team.

### **Department Updates:**

- All CPR Training recertifications complete for all personnel
- Tanker Shuttle training with Tanker 24 has been completed

### **Project Status:**

- Met with Brindlee Mountain on work for Truck 21
- Met with Randall Brackett on work for Truck 21
- Five more weeks remaining in Recruit School

### **Upcoming Events/Actions/Meetings:**

- Annual Fairburn Tree Lighting & Fireworks Show
- Several personnel members will be testing for Advanced EMT Certification





## Human Resources

Director: TaLisha Champagne

November 2022

### **Department Highlights/Accomplishments:**

- Paycom HRIS, Payroll, Time & Attendance, and Personnel Action Form HR training held beginning November 2022.
- Diabetes Awareness Month recognized city-wide for November 2022.
- Diabetes Awareness Lunch and Learn held on November 14<sup>th</sup>.
- Rip the Runway” event in recognition of Diabetes Awareness held on November 18<sup>th</sup>.

### **Department Updates:**

- Human Resources in partnership with the Employee Engagement Team honored the City's Finance Team in November in recognition of Accounting Professionals Day.
- City's Hiring & Turnover stats for October 2022:
  - New Hires – Six (6) employees
  - Separations – Two (2) voluntary employees
- Extended three (2) conditional offers to new hires for the December 2022 and January 2023 new hire orientations.

### **Project Status:**

- Sick Leave Donation Policy presented before Mayor and Council and approved.
- Paycom HRIS and Applicant Tracking implementation underway with first payroll date 01.06.23; Fully go live date of 01.30.23.



- 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:**

- ✚ Paycom Time & Attendance and ESS manager and employee training to be held beginning December 6, 2022.
- ✚ Paycom Personnel Action Forms (PAF) and Applicant tracking for managers to be held beginning December 19<sup>th</sup>.
- ✚ Wellness Team to hold Financial Wellness Lunch & Learn to be held on December 13<sup>th</sup>
- ✚ Employee Service Award and Holiday Party to be held on December 15<sup>th</sup>.
- ✚ Wellness Team to hold Self Defense class, in recognition of Domestic Violence Awareness event to be held on December 17<sup>th</sup> in partnership with the Police Department
- ✚ 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 Scott

November 2022

### **Department Highlights/Accomplishments:**

- Holiday Break Camp – 17 youth participants
- Youth Basketball – 70 youth participants
- Host 2022 MAYFL Playoffs – Nov. 12<sup>th</sup> – Nov. 13<sup>th</sup>
- 12U MAYFL Cheerleading Champions
- 6U MAYFL Runner- ups
- Thanksgiving Food Drive & Giveaway – Nov. 22<sup>nd</sup>
- Dementia Awareness Community Conversation – Nov. 10<sup>th</sup>
- Fairburn Sensational Seniors Bingo Fridays – Launched Nov. 7<sup>th</sup>
- Cookie Decorating Class – Nov. 16<sup>th</sup>
- Weekly Senior programs – Walking Club, Chair Aerobics, Line Dancing

### **Department Updates:**

- Duncan Park Pool & Splash Pad – Winterized for the off season
- Fairburn Tree Lighting & Fireworks Show – Planning
- New Program: December Holiday Break Camp – Planning
- New Program: Music Education Group partnership – Launches Monday, Dec. 5<sup>th</sup>
- New Program: Soccer in the Streets – planning
- New Program: Teen Referee Clinic – planning
- Golden Holiday Senior Brunch – planning
- Mother/Son & Father/ Daughter Sneaker Ball - planning
- Senior Walking Club – Every Monday & Wednesday
- Fairburn Flames Football/Cheer – Complete
- Fairburn Cross Country – Complete
- Youth Basketball – Registration closed – 70 participants



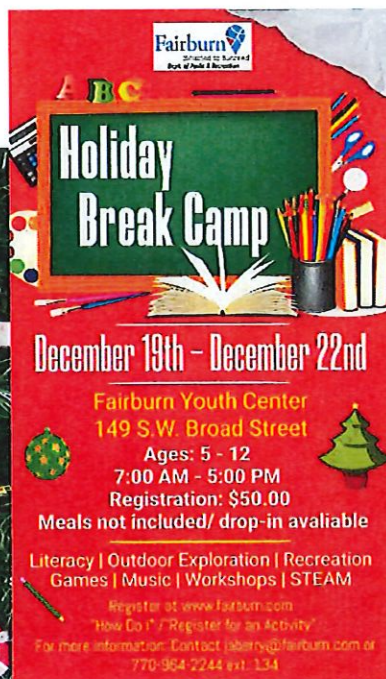
### Project Status:

- Parks Master Plan – planning
- Master Event Calendar – planning
- 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
- Youth Center access control – Complete
- Dedication Signs – Duncan Park Pool – Installed

### Upcoming Events/Actions/Meetings:

- December 3<sup>rd</sup> – Fairburn Tree Lighting
- December 13<sup>th</sup> – Golden Holiday Brunch
- December 19<sup>th</sup> – December 22<sup>nd</sup> – Holiday Break Camp
- January 5<sup>th</sup> – Elder Abuse Awareness
- January 18<sup>th</sup> – CPR Certification Class – Sensational Seniors

### Marketing Materials:







## Planning and Zoning

Interim Director: Rebecca Keefer

November 2022

### **Department Highlights/Accomplishments:**

1. Transitioned plan review letters to the permit clerk duties and updated workflow.
2. Started communicating decision letters to City Clerk's office.
3. Incorporated presentation slides for City Council and board meetings to better illustrate case information and recommendations.
4. Conducted legal and procedural training for Planning and Zoning Commission (11.01.2022)

### **Boards & Commissions Meetings**

1. The November Planning and Zoning Commission meeting was held on November 1<sup>st</sup>, 2022.

### **Community Meetings and other Meetings:**

1. There will be a Planning and Zoning Commission meeting on December 6<sup>th</sup>, 2022.

### **Planning Permits:**

Permit Type & Other	Number Issued
Sign Permit	6
Film Permit	1
Short Term Rental Permit	0
Special Event Permit	0
Occupational Tax License Review	2
Zoning Verification Letter	2
Yard Sale Permit	2

**Community Development Projects Under Review:**

Project Name	Plan Type
Buckingham - Google	Site Development Plan
Vickers Road - Lennar	Site Development Plan
Fairburn Village Center	Conceptual Site Plan
Ferndale Residential Subdivision	Site Development Plan
Copart of Connecticut	Clearing & Grading Plan
South Park Building B	Site Development Plan
South Park Building C	Site Development Plan
Mini Storage Depot	Site Development Plan
Renaissance Park Apartments	Site Development Plan
Curry Bend	Conceptual Site Plan
Atlanta Habitat for Humanity	Final Plat
Andy Anderson, Jr.	Final Plat

**Building Permits:**

Permit Type	Number Issued
Interior/Addition Commercial Permit	8
Interior/Addition Residential Permit	14
New Commercial Building Permit	0
New Residential Building Permit	1

**Upcoming Events/Actions/Meetings:**

The Zoning Procedures Law for the State of Georgia was amended in July of this year. In partnership with the Zoning Attorney, the Planning and Zoning Department will be summarizing the proposed changes in December prior to bringing a text amendment forward with the required changes to the Zoning Ordinance.





New Planning and Zoning Director starts on December 7, 2022.

**Processed 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 REC. DENIAL**

**City Council – November 14, 2022 DENIAL**

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 REC. DENIAL**

**City Council – November 14, 2022 DENIAL**

**Processed Variance Petitions:**

No variance petitions were processed in November.

**Upcoming Rezoning/Use Permit Petitions:**

Logistics Acquisitions, LLC – Use permit request to allow trailer parking in the M-2 zoning district at 8105 Cleckler Road.

**Meeting Dates: Planning and Zoning Commission – November 1, 2022 REC. APPROVAL**

**City Council – December 12, 2022**

BCW Enterprises, LLC – Use permit request to allow a group home in the R-3 zoning district at 98 Orchard Street

**Meeting Dates: Planning and Zoning Commission – November 1, 2022 REC. DENIAL**

**City Council – December 12, 2022**

**Upcoming Variance Petitions:**

There are no upcoming variance petitions for the month of December.

**Processed Plats:**

Evergreen Subdivision Preliminary Plat – November 1, 2022 APPROVED

Mini Storage Depot Conceptual Plat – November 1, 2022 APPROVED

South Park Buildings C Conceptual Plat - November 1, 2022 APPROVED



**Upcoming Plats:**

Andy Anderson, Jr Conceptual Plat – three residential lots

**Meeting Dates: Planning and Zoning Commission – December 6, 2022**

**City Council – January 23, 2022**

Habitat for Humanity Atlanta Conceptual Plat – two residential lots

**Meeting Dates: Planning and Zoning Commission – December 6, 2022**

**City Council – January 23, 2022**

**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.
8. Add regulations for patios and uncovered decks to encroach in the required setbacks.

*The above-mentioned text amendments are under legal review. Some will be brought forward with the Zoning Procedures Law amendments in the first quarter of 2023.*





## Police

Director: Chief James A. McCarthy

November 2022

### **Department Highlights/Accomplishments:**

- Intern Takila Maldonado completes her internship Friday, 12/02/2022
- A new intern will begin in January

### **Department Updates:**

- Currently have 1 vacancy with 3 recruits awaiting the start of the police academy

### **Project Status:**

- Beginning upgrade to new report system. Courtware RMS has become JusticeOne and will include web-based report system.

### **Upcoming Events/Actions/Meetings:**

- Command Staff meeting every Wednesday at 10 AM



# Fairburn Police Department

James McCarthy

Chief of Police

191 SW Broad Street  
Fairburn, GA 30213

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



## November 2022 Crime Report

### Total Part 1 Crime Incidents

○ 2022 YTD	315
○ 2021	325
○ 2020	413
○ 2019	591
○ 2018	709
○ 2017	827

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

Month	Increase / Decrease	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	- 39%	25
November 2021	28%	32
December 2021	- 26.3%	28
January 2022	7.6%	28
February 2022	- 20%	20
March 2022	- 12.9%	27
April 2022	4.7%	22
May 2022	30.7%	34
June 2022	17.2%	34
July 2022	- 37.5%	20
August 2022	41.6%	34
September 2022	- 3.8%	25
October 2022	44%	36
November 2022	9.3%	35





# Fairburn Police Department

James McCarthy

Chief of Police

## Executive Summary November 2022



- **Uniform Patrol Division**
  - Total Calls Answered: 755
    - Self-Initiated 1,668
    - Dispatched 755
  - Arrests 41
  - Arrest – Released 52
  - Citations 592
  - Warnings 1,006
  - Incident Reports 350
  - Accident Reports 94
- **Special Ops**
  - Total Calls Answered: 16
    - Self-Initiated 184
    - Dispatched 16
  - Arrests 14
  - Arrest – Released 5
  - Citations 97
  - Warnings 129
  - Incident Reports 48
  - Accident Reports 1
- **Criminal Inv. Division – November**
  - Cases Assigned 67
  - Ex-Cleared 6
  - Cleared by Arrest 2
  - Unfounded 3
  - Inactivated 13
- **CID – Cases Prior to November**
  - Carry Over 212
  - Ex-Cleared 4
  - Cleared by Arrest 4
  - Unfounded 5
  - Inactivated 26
- **Internal Affairs**
  - Vacancies
    - 1 police officer
  - 1 military leave (PD)
  - 2 out on medical leave
  - 3 new hires

### Code Enforcement

#### November 2022

- Care of Prem. 21
- Self-Initiated 91
- Stop Work 5
- Signs Rmvd 44
- Door Hngrs 37
- 5 Day Notice 37
- Citations 1
- Complaints Resolved 25
- Opened cases 25
- Closed cases 79



## Property Management

Program Manager: Dana Smith

November 2022

### **Department Highlights/Accomplishments:**

- Repaired plumbing and HVAC leaks at Police HQ.
- Performed HVAC repairs and routine maintenance at GMC campus buildings.
- Old Campbell Courthouse post fire Asbestos abatement and debris removal is in progress.
- Temporary Fire Station Building has been delivered, work to establish utilities and provide furnishings in progress.
- Temporary Fire Station apparatus bay pricing is ongoing.
- Utilities/Street Building Access Controls installation is completed.
- Exterior hose bibs at Armando's and Casablanca completed.
- Structural Assessment of Old Bank building is completed.
- Roofing repairs at Fire Station HQ, Fire Station 21, Municipal Courts, Utilities and Fleet Maintenance buildings completed.
- Unused Remote storage building rented by the City has been empty and closed.

### **Department Updates:**

- Second Building Maintenance Technician position was filled for this department.

### **Project Status:**





- Fire Station # 23 design by POH is in progress, the floor plan is nearly complete.
- New breakroom for Utilities' electrical workers is nearly complete, work on the HVAC and doors is in progress.
- Planning Office reorganization for Utilities customer service staff to improve work conditions and productivity is in progress.
- RFP for On Call Design Services has been closed and is under review.
- RFP for City Facility Property Condition Assessment has been awarded to Bureau Veritas and contract execution is nearly complete.
- Structural Assessment of Old Campbell Courthouse has begun and will resume after abatement and debris removal.
- Overhead Door repairs at the Fleet Maintenance are scheduled for next month.
- Pricing brick dumpster enclosures at Armando's and Casablanca ongoing.
- Follow up on Scheduled elevator inspections for Educational Campus Administration building with Georgia Department of Insurance and Safety Fire.
- Security upgrades are being installed at the Duncan Park concession stand area.

#### **Upcoming Events/Actions/Meetings:**

- 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).
- Soliciting vendors for backup generator Utilities and Fire HQ/FS#22/Youth Center buildings.
- Assess emergency power and generator connections at Police HQ.



## Public Relations & Community Engagement Consultant

Contractor: Ashley Nicole Communications, LLC

November 2022

### Department Updates:

#### Written and Distributed Press Releases

- Press Release: The City of Fairburn Invites Residents & Visitors to the Annual Christmas Tree Lighting & Fireworks Show
  - Distribution Date: November 18<sup>th</sup>
  - South Fulton Neighbor News:

[https://www.mdjonline.com/neighbor\\_newspapers/south\\_metro/community/fairburn-invites-residents-to-see-christmas-tree-lighting-and-fireworks-show/article\\_fae60cb2-6bd7-11ed-8fe2-bb0c6f4106cc.html](https://www.mdjonline.com/neighbor_newspapers/south_metro/community/fairburn-invites-residents-to-see-christmas-tree-lighting-and-fireworks-show/article_fae60cb2-6bd7-11ed-8fe2-bb0c6f4106cc.html)

#### Created and Posted Social Media & Website Content (some posts scheduled multiple days)

- New Business of the Month Post
- City of Fairburn Open Positions:
  - Finance Director
  - Information Technology Manager
  - Single Post for:
    - Revenue Specialist I
    - Building Maintenance Technician
    - Firefighter Basic
    - Firefighter Advanced Emergency Medical Technician
    - Firefighter Paramedic
    - Police Officer
- Hwy 29 & Church Street Closure Notice
- Council Meeting Cancellation Notice
- Teen Music Program
- Veterans Day
- Holiday Safety - Thanksgiving
- Notice of Sunday Sales





- Notice of Filming
- Mayor Pro Tem Hattie Portis-Jones was elected to the National League of Cities Board of Directors
- Water Main Break on Elder Street
- Holiday Break Camp
- Golden Holiday Brunch
- Early Voting Locations Update
- Tree Lighting & Fireworks Show

### **Projects & Marketing Materials Created**

- Project: SoFu Lifestyle Editorial
  - Edited Mayor response for editorial
- Project: Veteran's Day
  - Materials Created:
    - Program
    - Banner
    - Flyer
    - Closure Notice
- Project: Christmas Tree Lighting & Fireworks Show
  - Secured Billboard & South Fulton Neighbor Newspaper Ad
  - Materials Created:
    - Flyer
    - Press Release
- Project: World Diabetes Day (HR Event)
  - Material Created:
    - Flyer
- Project: Thanksgiving
  - Materials Created:
    - Closure Notice
    - Turkey Frying Safety Flyer
    - Happy Thanksgiving
- Project: Sunday's Best/Fairburn Rip the Runway Flyer (HR Event)
- Project: Thanksgiving Food Drive Flyer
- Project: Financial Wellness Flyer
- Project: Failure to Appear Amnesty Month Flyer
- Project: Employee Self Defense Class Flyer
- Project: Christmas Affair Holiday Event
  - Working with Videographer/Photographer on project and quotes
  - Materials Created:
    - Save the Date



### **Website Management**

- Added Parks & Recreation activity registration tab to Homepage
- Updated Parks & Recreation webpage
- Updated Main Street webpage
- Updated the Development Authority & Downtown Development Authority webpage
- Updated Voter & Election Information webpage
- Added City Administrator's Monthly Reports





## Streets

Director: Gale Higgs

November 2022

### **Department Highlights/Accomplishments:**

1 Employee Received ASE Certification Part Two

All Employees Received Sewer Maintenance Training

### **Department Updates:**

Multiple Sidewalk Repairs

Pothole Repair on Multiple City Streets

SeeClickFix Software Upgrade

Multiple Roadway Tree Cutbacks

Sewer / Gutter Cleanouts Throughout City

Continuous Sign Replacements / Installation Throughout City

### **Project Status:** Pending

Canopy Cutbacks on various City Streets

Tree Removal at Several City Buildings

Parking Lot Striping at City Hall

Departmental Office Moves



**Upcoming Events/Actions/Meetings:**

Christmas Tree Lighting 12/3/2022

Christmas Celebration 12/15/2022





## Utilities

Director: John Martin

November 2022

### **Department Highlights/Accomplishments:**

#### **Director's Office:**

- Mandatory Training on Reporting Liability Claims-HR (November 7th)
- Utilities Department Weekly Leadership Meeting (Every Monday)
- Zoom Meeting with Fulton County concerning Sewer Monitoring Investigation (November 28th)
- Teams Meeting: GFL Bikes for Christmas Giveaway (November 29th)
- Christmas Tree Lighting Meetings (Frankie Arnold Stage & Courtyard) - (November 9th)/Teams-(November 16th)
- Veteran's Day Celebration Event-Utilities Veterans honored: Tom Banks, Michael Grant, and Willie Smith) (November 10th)
- ECG Safety Meeting: Flagging Class (November 8th)
- Holiday Community Outreach Meeting-HR Office (November 4th)
- Bi-weekly Department Meeting with Assistant City Administrator (November 3rd)
- Zoom Meeting: Civic Clerk User Training -(November 3rd)
- Teams Meeting: Telco Wiz (November 15th)
- GFL New Management Introduction Meeting (November 7th)
- Teams Meeting: Sewer Agreement between Fairburn and Tyrone Discussion (November 16th)
- Monthly Project Meeting with Integrated Science Engineering (November 10th)
- Department Leadership meeting (November 9th)
- Review of Fairburn Pipe Lining Project with IPR and ISE (November 9th)
- Middle Chattahoochee Water Authority Meeting (November 8th)
- MEAG Meeting: Fairburn Annual Participation Transmission Report (November 29th)



- Christmas Lights Poles Evaluation (November 2nd)
- On-site Flow Test-121 Roberts Street (November 2nd)

Customer Service/Meter Reading:

**Meetings:**

- “Kick-Off” Meeting about the Finance Team & Paymentus to discuss new payment features (implementation).
- Meeting with City Administrator’s Office & Lisa Harris (Telco Wiz), regarding phone prompt features and updates.
- Meeting with Mrs. Criss, Finance Team and Incode, to discuss the new payment options offered through the Incode System.

**Trainings:**

- Mandatory Training on reporting liability claims (with Leadership Team) in Council Chambers.

**Activities:**

- Assisted with the Veteran’s Day Event (Frankie Arnold Stage)
- Departmental Holiday feast for Thanksgiving
- Donated 50 care packages to the Senior Activity Center on 66 Brooks Drive

**Tasks:**

- Worked closely with GFL Leadership Team to rectify escalated service issues.
- Reached out to seriously delinquent customers (between 75-100), via email/phone, to settle past due balances.
- Drafted and finalized a memorandum for Utility Administration staff, regarding work schedules and lunch breaks.
- Implemented new work order structure for Meter Reading staff. Field audit visit with Fairburn Meter Reader, Water & Sewer Technician and Landmark Facilities Manager; to identify all electric/water meters.
- Worked closely with Incode & VC3 Support teams to get user profiles reset in the iPads/Incode.





- Drafted and finalized a new phone prompt for the Utilities Department main phone line.
- Worked closely with Human Resources Director with finalizing job summary and tasks for pending “Utilities Collection Specialist” position.

### **Billing Information:**

Utility Bill Count: **7,058** (TOTAL), **6,459** (MAILED)

- **366 work order requests** (**257** – Meter Readers, **84** – Water Team, **17** – Electric, **3** – Unassigned, **3** – Billing, **1**- Sanitation, **1**- Stormwater) were completed for the month of October.
- **21** service disconnections issued on seriously delinquent accounts.
- Meter Reading & Water Staff successfully collected visual electric/water reads for billing

### **Electric:**

- Received stock from Gresco/Daily Operations (November 1st)
- Completed inventory on meter sockets for 3-phase and warehouse (November 2nd)
- Followed up on pole survey delinquent transfers/ Pulled poles in various locations in city limits/Attended Christmas decorations meeting at Frankie Arnold Stage (November 3rd)
- Organized water meter stock for Director in warehouse/ completed work orders (November 4th)
- Began decorations layout for tree and courtyard/ Partial tree building completed (November 7th)
- Continuation installing of Christmas decorations, banners, and tree building (November 8th)
- Crews continued tree building and decorations on tree light testing and banners/ Work orders in the afternoon (November 9th)
- Veteran’s Day Celebration at Courtyard/Meeting with Director on electric meter security/ Received McGard order of lock rings for apartment electric meters/ Prepared trucks for oncoming storm (November 10th)
- Crews dedicated to Christmas lights (November 14th)
- Crews continued Christmas banner installation (November 15th)
- Crews organizing underground inventory, inclement weather (November 16th)





- Wiring transformer at 92 Howell Avenue for installation of meter base/ Christmas decorations with Economic Development (November 17th)
- Christmas decorations with Economic Development (November 18th)
- Meter investigation at Green Oil for 3- phase meter change out program (November 21st)
- Continued organizing of underground stock in warehouse/ Completion of power installation at 92 Howell Avenue, and Christmas decorations (November 21st)
- Christmas decorations and tree lighting check (November 22nd & 23rd)
- Repaired damaged primary line 507 Rivertown Road (November 28th)
- Meeting with Stuart Jones (MEAG)/ Replace primary pole and service tap to 507 Rivertown Road/ Replaced overhead 25 KVA transformer on Bay Street (November 29th)
- Clean-up storm damage/ Decorations meeting / Investigated lights for Director/Planned pole and bank replacement at Fairburn Ready Mix (November 30th)

### **Water/Sewer:**

- Unclogged sewer lateral: None
- Hydrant Flushing: 3
- Rereads: 6
- Meter Leaks: 10
- Meter Installations: 42
- Locates: 5
- Check Low Water Pressure: 2
- Meter Maintenance: 2
- Replaced meter lids: 4
- Monthly On-calls: 8
- Sewer Back-ups: 15

### **Stormwater:**

- Identifying and inspecting of damaged storm drains
- Jetted overflowing storm drains
- Storm Drain Repair Assessment: 301 Bay Street & 4003 Castle Way
- Superintendent Stormwater Training: Streets & Electric





### **Department Updates:**

- Customer Service/Meter Reader Work orders completed: 366
- Water/Sewer Work orders completed: 301

### **Project Status:**

- Lift Station Project-Pumps and monitoring systems ordered.
- Fire Hydrant Replacement Project (45% completed)
- Upgrade Power Grid (Elder & Poplar)- (In Progress)
- Water Meter Exchange-29 accounts changed out (Pilot)
- 2021 Storm Drain Lining Project (In Progress-awaiting easements)

### **Upcoming Events/Actions/Meetings:**

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