Council Meeting- Zoom

Dial (929)205-6099
Meeting ID: 770 964 2244, password 742272

Electronic Device
Meeting ID: 770 964 2244, password 7p9SKi
June 22, 2020 at 7:00 p.m.

The Honorable Mayor Elizabeth Carr-Hurst, Presiding

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

Mr. Randy Turner — City Attorney

I. Meeting Called to Order: — The Honorable Mayor Carr-Hurst

II. Roll Call: — Arika Birdsong-Miller, City Clerk

III. Invocation: — Mayor Pro-Tem Ulysses Smallwood

IV. Discussion:
1. Reopening of City's facilities
2. Fairburn's parks reopening dates
3. Utility disconnections
4. Hazard pay cut-off

V. Adoption of City Council Minutes: — Councilmembers
- May 11, 2020 Special Telephonic Council Meeting
- June 8, 2020 Zoom Council Meeting

VI. Adoption of the City Council Agenda: — Councilmembers

VII. Agenda Items:

1. Utility Department — **Mr. John Martin**
For Mayor and Council to approve Task Order #139 with Integrated Science & Engineering for Design, Bidding, and Construction Phase Assistance for the Fayetteville Road Water Main Improvements Project.

2. Property Management **Mr. Harvey Stokes**
For Mayor and Council to approve the purchase of two (2) John Deere Zero Z930M Turf Mowers.

3. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve an Intergovernmental Agreement with the South Fulton Community Development District for the Bohannon Road Sidewalk Project.

4. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve the Bohannon Road Sidewalk Project Contract Award.

5. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve Task Order #4 with Atlas Technical Consultants for Construction Engineering and Inspection Services.

6. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve an Intergovernmental Agreement with the South Fulton Community Development District for the Howell Avenue Extension Project.

7. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve the Howell Avenue Sidewalk Project Contract Award.

8. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve Task Order #5 with Atlas Technical Consultants for Construction Engineering and Inspection Services.

9. Community Development **Mr. Lester Thompson**
For Mayor and Council to approve the Permanent Easement Sale for the I-85 at State Route 74 Interchange Project.

10. City Attorney **Mr. Randy Turner**
For Mayor and Council to approve the Resolution in Support of the Legislation Pending the Georgia General Assembly (House Bill 426) which would define Hate Crimes and Provide for Enhanced Criminal Penalties for Individuals who Commit Hate Crimes within the State of Georgia.

VIII. Council Comments Councilmembers

IX. Executive Session Attorney Randy Turner

X. Adjournment Councilmembers

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

City of Fairburn
Mayor and Council Telephonic Meeting
May 11, 2020
7:00 p.m. @ City Hall

I. The meeting was called to order at 7:00 p.m. by the Honorable Mayor Carr-Hurst.

II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

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

The attendance of Council constituted a quorum and the meeting proceeded.

City Attorney Randy Turner was also present.

III. The invocation was led by Councilman Alex Heath.

IV. Presentations: Mr. Doug Moses of Mauldin and Jenkins presented the Fiscal Year 2019 audit report. Mr. Moses indicated that the City of Fairburn was able to meet the dealing even amidst the COVID-19 pandemic. Mr. Moses stated the General Fund Reserve is $11.7 million, and $11 million is unassigned. He discussed fund balance as a percentage of total expenditures being in excess of 80%. Before closing, Mr. Moses informed Mayor and Council that the City of Fairburn is in a strong net position in excess of $40 million.

IV. Adoption of City Council Meeting Minutes:
Motion to approve April 27, 2020, Regular Telephonic Meeting Minutes was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.
Vote: 6-0: Motion Carried.

V. Adoption of the Council Agenda:
Motion to approve the Council Agenda was made by Councilman Heath and the second was provided by Councilwoman Davis.
Vote: 6-0: Motion Carried.

VI. Agenda Items:

1. **Park and Recreations** **Mr. John Culbreth**
For Mayor and Council to approve the Mental Fitness agreement for the use of Fairburn's Youth Center located at 149 SW Broad Street, Fairburn, GA 30213. This item was tabled until the June 8, 2020, City Council Meeting in order to modify the verbiage in the lease agreement to be parallel with the City of Fairburn's Emergency Ordinance public facilities closure.

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2. **City Clerk** **Mrs. Arika Birdsong-Miller**

For Mayor and Council to approve the amended 2020 meeting schedule. Mrs. Birdsong-Miller proposed modifying the meeting schedule to restore the Council Meeting on June 22, 2020, that was initially cancelled due to the GMA Savannah training. Also, Mrs. Birdsong-Miller proposed reinstating July 13, 2020, Council Meeting that was scheduled as Council Holiday. Motion to amend the meeting schedule to reinstate the Council Meeting on June 22, 2020, but keep the scheduled Council Holiday on July 13, 2020, made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

3. **Property Management** **Mr. Harvey Stokes**

For Mayor and Council to approve the 10-year lease agreement between the City of Fairburn and Trion Studio/MFI for Building #3 located at Fairburn's Educational Campus at 336 W Broad Street, Fairburn, GA 30213. Mr. Stokes asked Mayor and Council that the 25, 307 square feet building as is right now is just a shell and proposed a $60,000 buildout assistance from the City. Mr. Stokes also explained that he has not been leased since 2014. Mr. Chris Donaldson, CEO of Trion Studios, LLC, explained his vision for the building that will include the opportunity to teach Fairburn's and surrounding municipalities youth about the film industry. Trion Studio/MFI proposed a plan to educate the City of Fairburn's young adults in the areas of professional film production, audio recording and radio/television broadcasting. Mr. Donaldson stated Trion Studio/MFI will invest $1.5 million into the facility in the first 18 months to assist Fairburn in educating the youth and bringing economic growth with paying jobs and advancing careers to the citizens of Fairburn.

Motion to approve the 10-year lease agreement between the City of Fairburn and Trion Studio/MFI for Building #3 located at Fairburn Educational Campus at 336 W Broad Street, Fairburn, GA 30213 was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.

Vote: 6-0: Motion Carried.

VIII. Council Comments:

Councilwoman Portis-Jones gave kudos to Angela Jackson and the Finance Department on a successful audit. Councilwoman Portis-Jones welcomed Mr. Donaldson to the City of Fairburn.

Councilman Pallend stated that he is happy about the Trion Studio partnership.

Councilman Whitmore expressed his excitement for the vision of the Trion Studio outreach program that will benefit the youth in Fairburn. Councilman Whitmore also expressed concern about the lack of quality products sold at the Food Depot.

Councilman Heath thanked Mayor Carr-Hurst, Councilwoman Davis, and Mr. Harvey Stokes for their leadership to help bring the Trion Studio to Fairburn.

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Councilwoman Davis commended Angela Jackson for the audit and thanked the staff for their hard work during the pandemic. Councilwoman Davis also thanked Mayor Carr-Hurst for her support with bringing Mr. Donaldson to Fairburn.

Mayor Pro-Tem Smallwood stated that the meeting was very productive and is looking forward to the partnership with Trion Studio.

Mayor Carr-Hurst stated that she has met with Food Depot's management previously to address the lack of quality food and that the issue improved for a while, but slowly began to slack again. Mayor Carr-Hurst will meet again with management before drastic measures are taken to bring Food Depot up to standards.
Mayor Carr-Hurst informed Council that we are awaiting the deed from the old Fulton County Courthouse to be transferred to the City of Fairburn.

IX. Adjournment: At 9:23 p.m., with no further business of the City of Fairburn, the Motion to adjourn was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Whitmore.
Vote: 6-0; Motion Carried.

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Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor

City of Fairburn
Mayor and Council Zoom Meeting
June 8, 2020
7:00 p.m. @ City Hall

I. The meeting was called to order at 7:20 p.m. by the Honorable Mayor Carr-Hurst.

II. Roll Call was taken by City Clerk, Arika Birdsong-Miller with the following members present:

Mayor Elizabeth Carr-Hurst

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

The attendance of Council constituted a quorum and the meeting proceeded.

City Attorney Randy Turner was also present.

III. The invocation was led by Councilman James Whitmore.

IV. Discussion:
Mayor Elizabeth Carr-Hurst notified Council that there was a peaceful protest held at Georgia Military College in support of the Black Lives Matter Movement that went without any issues. There were 50 police officers from Fairburn and our neighboring municipalities including: Union City, Palmetto, Chattahoochee Hill. Mayor Carr-Hurst informed Council that she was working on new ideas to promote participation in the Census.
Councilman Heath questioned a drain issue on Malone Street that John Martin and Harvey stokes will check out. Councilman Whitmore asked about the potholes on I-85N on the ramp from Peachtree City. Councilwoman Portis-Jones asked about the potholes on Hwy74 on Fairburn Industrial.

1. Donation of $10,000 for dog park in Duncan Park.
   Mr. John Culbreth explained that the City of Fairburn received a $10,000 donation from Ms. Deborah Mullis that would like to see a dog park in Fairburn. Mr. Culbreth will get cost estimates from municipalities with dog parks for upkeep and maintenance and deliver a report to Mayor and Council.

2. Fairburn's pool and parks reopening dates
   Mr. John Culbreth explained that he feels like it is too soon to open the parks back up, but is in favor of a soft opening granting citizens access to use the park to walk for exercise. Mr. Culbreth also mentioned that the restroom would require 2 employees to wipe down after each use the entire time the park was opened. Mr. Stokes does not have adequate staff to support the restroom maintenance all day long. After much discussion, Mayor and Council will wait to reopen the park until Mr. Culbreth can gather information from

surrounding areas on the date they plan to reopen during the next Council Meeting on June 22, 2020.

3. Resolution for Georgia Hate Crime Bill
   Councilwoman Portis-Jones explained that Georgia is one of the states that does not currently support the Hate Crime Bill that is currently at the Georgia Assembly awaiting approval. After much discussion and a consensus between Mayor and Council this item will be added as an item for approval on June 22, 2020 Council Meeting.

IV. Adoption of City Council Meeting Minutes:
Minutes of the May 11, 2020 Zoon Council Meeting was tabled for additional verbiage to be added to Item #3: 10-year lease agreement between City of Fairburn and Trion Studios; minutes will be added to the agenda for June 22, 2020 Council Meeting for approval.

V. Adoption of the Council Agenda:
Motion to approve the Council Agenda adding Item #9 Resolution Authorizing the City of Fairburn to Exercise its Power of Eminent Domain for the Howell Avenue Extension Project was made by Mayor Pro-Tem Smallwood and the second was provided by Councilman Heath.
Vote: 6-0: Motion Carried.

VI. Agenda Items:

1. **Office of the Mayor** **Mayor Carr-Hurst**
   For Mayor and Council to appoint Downtown Development Authority Member. Mayor Carr-Hurst asked Council to appoint Mr. Paris S. Hill, the CEO and managing partner of Sliders Burger Joint in Downtown Fairburn to the Downtown Development Authority for a term expiring January 31, 2022. Motion to appoint Mr. Paris S. Hill to the Downtown Development Authority was made by Councilman Whitmore and the second was provided by Councilman Heath. Vote: 6-0: Motion Carried.

2. **Office of the Mayor** **Mayor Carr-Hurst**
   For Mayor and Council to appoint Board of Appeals Members. Mayor Carr-Hurst asked Council to appoint Mr. Eric Wallis, Jr. as Councilman Whitmore's appointee, Ms. Synitra Hutcherson as Councilwoman Davis' appointee, and Mr. William Strawn as Councilman Pallend's appointee for terms expiring December 31, 2023. Motion to appoint Board of Appeals Members was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Smallwood. Vote: 6-0: Motion Carried.

3. **Office of the Mayor** **Mayor Carr-Hurst**
   For Mayor and Council to approve the Letter of Agreement with Dickerson Communications (Public Relations). Mayor Carr-Hurst explained the City of Fairburn needs to promote all the great things going on in Fairburn and feels like Mr. Dickerson is a great candidate. Mr. Dickerson has over 35 years of Public Advocacy and Communication experience and explained to Council that he welcomes the opportunity to help improve the image of the City of Fairburn. Councilman Heath asked for clarity on the price in the contract and the one mentioned on the coversheet. Mayor Carr-Hurst explained that the

money asked for on the coversheet is from this budget year ending on September 30, 2020. Councilwoman Davis questioned the process of determining that a Public Relations Adocate was needed. Mayor Carr-Hurst stated that no one was involved in the process but stated that Councilman Pallend has asked for a PR representative in the past. Councilwoman Davis suggested that there are challenges internally with employee turnover and morale and stated that she feels an independent company performing a SWOT analysis of the Human Resources Department would be more beneficial. Mayor Pro-Tem Smallwood stated that he believes a PR representative is a wonderful idea and the employees that he had interactions with have nothing but positive things to say about working for Fairburn. Councilman Whitmore stated that the City of Fairburn is overdue for a PR representative to broadcast all the great things happening in the Fairburn. Councilman Whitmore feels like Mr. Dickerson is the perfect person to tell Fairburn's narrative. Councilwoman Portis-Jones stated her concerns about the way the item was presented to Council and the item not being approved in the budget for the year. Councilwoman Portis-Jones stated that she feels like the $20,000 would be better spent on giving all employees that had to work during the pandemic hazard pay. Mayor explained that the Finance Director and the Mayor has the authority to transfer money between budget lines during this budget year for lines. Finance Director, Angela Jackson explained that if appropriation is not increased a line item transfer can be authorized by the Mayor to move funds between line items of a department's budget.
Motion to approve the Letter of Agreement with Dickerson Communication was made by Councilman Whitmore and the second was provided by Mayor Pro-Tem Smallwood. Vote for approval (Yay): Councilman Whitmore, Mayor Pro-Tem Smallwood, and Councilman Heath. Vote in opposition (Nay): Councilwoman Davis, Councilwoman Portis-Jones, and Councilman Pallend. As stated in the Fairburn Code of Ordinances Chapter II, Sec. 2-27-Voting; agenda; procedure the Mayor shall vote in the case of a tie. Mayor Carr-Hurst voted to approve the agreement. Vote: 4-3: Motion Carried.

4. Property Management **Mr. Harvey Stokes**

For Mayor and Council to approve the updated 10-year lease agreement between the City of Fairburn and Trion Studio/MFI for Building #3 located at Fairburn's Educational Campus at 336 W Broad Street, Fairburn, GA 30213. Attorney Randy Turner explained to Mayor and Council that this is the same lease agreement previously approved during the Council Meeting on May 11, 2020 and the only change the addition is the 501(c)3 nonprofit status obtained by Trion Studio. Councilwoman Portis-Jones wanted to see the language added to the contract that reflects the $1.5 Million that Trion Studio committed to invest in the building. Attorney Randy Turner stated that that language is mentioned in the executive summary as an attachment to the contract. Motion to approve the 10-year between the City of Fairburn and Trion Studio/MFI was made by Councilwoman Davis and the second was provided by Councilman Heath. Vote: 6-0: Motion Carried.

5. Community Development **Mr. Lester Thompson**

For Mayor and Council to approve the Fulton County CDBG Cooperation Agreement for PY's 2021-2023 & Adoption of the Resolution to be included in the Program. Mr.

Thompson explained that we have used the funds provided by the Fulton County CDBG Program in the past to make infrastructure and facility improvements in the Lightning Neighborhood. Motion to approve the Fulton County CDBG Cooperation Agreement for PY's 2021-2023 & Adopt the Resolution was made by Councilman Heath and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

6. Community Development **Mr. Lester Thompson**

For Mayor and Council to approve Task Order #8 with Pond & Company for Professional Engineering & Landscaping Architectural Services. Mr. Thompson explained that the City of Fairburn entered into a Master Service Agreement with Pond & Company on July 22, 2019 for On-Call Professional Engineering and Landscape Architectural Services not to exceed the amount of $25,000. Motion to approve Task Order #8 with Pond & Company for Professional Engineering & Landscaping Architectural Services was made by Councilman Whitmore and the second was provided by Councilwoman Davis.

Vote: 6-0: Motion Carried.

7. Community Development **Mr. Lester Thompson**

For Mayor and Council to approve the CDBG, Dodd Street Pedestrian Improvements Project Contract Award. Mr. Thompson stated that the 2019 CDBG Contract with Fulton County with Fulton County in the amount of $162,487 for the Dodd Street Pedestrian Improvements Project was approve on April 13, 2020 City Council Meeting. These funds will be combined with T-SPLOST funds in order to take advantage of the economies of scale and to satisfy the CDBG match requirements with T-SPLOST funds instead of General Funds. Mr. Thompson explained that the $409,659 expenditures will come out of the T-SPLOST Infrastructure-Ped &Street and Infrastructure-Roadway account. Motion to approve the CDBG, Dodd Street Pedestrian Improvements Project Contract Award was made by Mayor Pro-Tem Smallwood and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

8. Planning and Zoning **Ms. Tarika Peeks**

For Mayor and Council to approve the Execution of the Sanitary Sewer & Drainage Easement Agreement located at Nowell Drive (Wendover Housing Partners). Ms. Peeks explained that Wendover Housing Partners is proposing a 78-unit multi-family residential development on Brooks Drive. The rezoning of the property to RM-36 was previously approved at the January 27, 2020 City Council Meeting. Ms. Peeks explained that Wendover is proposing to connect to the existing sanitary sewer system, however, to make the connection, an easement is needed on City owned property located at 0 Nowell Drive. Motion to approve the Execution of the Sanitary Sewer & Drainage Easement Agreement located at Nowell Drive was made by Councilman Whitmore and the second was provided by Councilwoman Davis. Vote: 6-0: Motion Carried.

9. City Attorney **Attorney Randy Turner**

For Mayor and Council to approve the Resolution Authorizing the City of Fairburn to Exercise its Power of Eminent Domain to Acquire Property for the Howell Avenue

Extension Project. Attorney Turner explained that reasonable offers based on the appraisal of a licensed real estate appraiser was made to the owner, but have not been accepted and at this time is unable to reach an agreement to acquire the rights and interest necessary for the project. Motion to approve the Resolution Authorizing the City of Fairburn to Exercise the Power of Eminent Domain to Acquire Property for Howell Avenue Extension Project was made by Councilwoman Davis and the second was provided by Councilman Whitmore. Vote: 6-0: Motion Carried.

VIII. Council Comments:

Councilwoman Portis-Jones asked for Mayor to provide her with a timeframe for recruiting a City Administrator and a Utility Director.

Councilman Pallend stated that he wants everyone to do their best we can for our staff and the residents of the City of Fairburn.

Councilman Heath stated that has been a resident of Fairburn all his life and is happy to see all the growth in the community.

Councilwoman Davis stated that she is proud to be a citizen of the City of Fairburn and is excited for the STEM school and Trion Studios.

Councilman Whitmore stated that he is excited for Trion Studios to be coming to the City of Fairburn. Councilman Whitmore is also excited that Mr. Dickerson will be able to write the narrative about the new businesses in Fairburn like the Cigar Bar and Casablanca.

Mayor Carr-Hurst had no comments.

IX. Adjournment: At 9:23 p.m., with no further business of the City of Fairburn, the Motion to adjourn was made by Councilman Heath and the second was provided by Councilwoman Davis.

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Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #139 WITH INTEGRATED SCIENCE & ENGINEERING FOR DESIGN, BIDDING, AND CONSTRUCTION PHASE ASSISTANCE FOR THE FAYETTEVILLE ROAD WATER MAIN IMPROVEMENTS PROJECT

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Utilities (Water & Sewer)

BUDGET IMPACT: The budget impact of this task order will be $65,620. The proposed expenditures will come out of the Water & Sewer Account (505-0000-52-1300).

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #139 with Integrated Science & Engineering, Inc. (ISE) for the Final Design, Project Bidding Assistance, and Construction Phase Assistance for the Fayetteville Road Water Main Improvements Project for an amount not to exceed $65,620.00

HISTORY: In 2016, ISE completed a field survey, subsurface field utility exploration, and a preliminary design for the City of Fairburn. Due to the age of this water main and repeated water main leaks, it was determined that it needed to be replaced.

FACTS AND ISSUES: The City of Fairburn has had numerous of maintenance issues with this water main. Replacing this section (5,000 LF) to an 8" water main will help enhance water service reliability to the customers in this area.

RECOMMENDED ACTION: Staff recommends that the City Council approve the Task Order #139 with Integrated Science & Engineering, Inc. (ISE) for the Final Design, Project Bidding Assistance, and Construction Phase Assistance for the Fayetteville Road Water Main Improvements Project and authorize the Mayor to sign the Task Order for an amount not to exceed $65,620.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

INTEGRATED Science & Engineering

Task Order Form

Atlanta / Savannah

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

To:	John Martin	Date:	May 13, 2020
Company:	City of Fairburn	From:	Jarred Jackson, P.E.
Address:	P.O. Box 145 Fairburn, Georgia	Copy to:	Lester Thompson
Project:	Fayetteville Road Water Main Improvements (2020)	TOF #:	139

BACKGROUND

The City of Fairburn (City) has experienced ongoing maintenance issues with the water distribution system on Fayetteville Road from Edelweiss Drive to Broad Street. City staff has identified recurring water main leaks, resulting in costly repairs, on the existing 6-inch water main in this area. Due to the age of this water main, and the ongoing repair expenses, the City desires to replace this, approximately 5,000 linear feet, portion of 6-inch water main. The City has requested that Integrated Science & Engineering (ISE) prepare water main replacement plans and details.

Fayetteville Road Water Main Improvements will include approximately 5,000 LF of 8-inch ductile iron pipe water main replacement via open cut replacement, using jack and bore construction under roadway intersections. Project scope will include driveway repair, fire hydrant assemblies, water valve replacement, and reconnection of all water service connections. It is anticipated that construction through private driveways be completed via open cut replacement, requiring approximately 27 driveway repairs within project limits. Also included in project scope are approximately 7 fire hydrant assemblies, 12 water valves, and all associated service connections.

In 2016, ISE completed field survey, subsurface utility exploration, and preliminary design of the proposed improvements. Using the previously completed survey and design work, ISE will complete detailed design, assist with project bidding, and provide construction phase assistance. ISE does not anticipate the need for additional field survey to complete detailed design.

This Task Order Form (TOF) outlines the Scope, Schedule, and Fee associated with performing the work outlined herein.

SCOPE OF SERVICES

Task 1 – Project Management. ISE will provide project management including coordination and correspondence with City staff and other stakeholders. This task includes meeting with City and any property owners to determine proposed water main location.

Task 2 – Project Mannal & Construction Drawings. Using survey, subsurface utility location, and preliminary design information previously completed in 2016, ISE will prepare a complete bid package with associated contract documents, technical specifications and construction drawings. ISE will also submit to the City of Fairburn for erosion control permitting.

Task 3 – Easement Preparation. It is assumed that all existing water mains and associated appurtenances in

the area are within the road right of way or a prescribed easement, since much of the work appears to be within the road right of way based on tax parcel maps. However, if easements are required due to existing conditions or proposed construction, ISE proposes to accomplish a completed easement document, less any legal review, on a per easement basis. This document shall have a cover letter and easement with exhibits A (drawing) and B (legal description).

Task 5 – Bid Phase Assistance. ISE will assist City staff during the competitive bidding process. This includes responding to bid phase RFIs, issuing addenda if required, attending the bid opening, and making contractor award recommendation.

Task 6 – Construction Phase Assistance. ISE will assist City staff as requested during the construction process on an hourly basis. This includes shop drawing review, pay request review, site visits, preparation of any change orders, and contract closeout.

SCHEDULE

Task 1 – Project Management: Provided for the duration of the project.
Task 2 – Project Manual & Construction Drawings: To begin upon authorization to proceed and completed within 8 weeks.
Task 3 – Easement Preparation: Completed concurrently with Task 2, as necessary.
Task 4 – Bid Phase Assistance: Provided from conclusion of all tasks above and continuing for a period of approximately 60 days.
Task 5 – Construction Phase Assistance: Provided from conclusion of Task 4 and continuing for a period of approximately 90 days (estimated construction period).

FEE ESTIMATE

Task	Fee
Task 1 – Project Management	$7,880
Task 2 – Project Manual & Construction Drawings	$19,920
Task 3 – Easement Preparation (hourly)	TBD[1]
Task 4 – Bid Phase Assistance	$7,820
Task 5 – Construction Phase Assistance	$30,000[2]
Total	**$65,620**

1 Easement document preparation fee to be billed hourly, if required.
2 Construction phase assistance only if requested. Fee to be billed hourly. Not to exceed Fee Estimate shown without authorization from the City of Fairburn.

AUTHORIZATION

The Scope of Services outlined herein will be performed in accordance with ISE's Master Services Agreement (MSA) with the City of Fairburn, Georgia dated August 14, 2017. Additional work requested outside the Scope of Work above can be accomplished at hourly rates outlined in our MSA. If this adequately defines the scope of work desired and is acceptable, please execute in the space provided below and return a copy to ISE as our Agreement and Authorization to proceed. We look forward to working with you and you're staff on this project.

Task Order Form

City of Fairburn

Signature: _____

Name: _____

Title: _____

Date:

Integrated Science & Engineering, Inc.

Signature: _____

Name: Jarred M. Jackson, P.E.

Title: Project Manager

Date: _____

MASTER SERVICES AGREEMENT
CITY OF FAIRBURN

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

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

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

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

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

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

1.1 **Description.** ENGINEER shall provide professional services to the CLIENT in the form of project management and consulting engineering services, from time to time, as requested by CLIENT. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the CLIENT. Examples of General Project Management and Consulting Engineering Services would include, but not be limited to, the following:

1.1.1 Review of existing system data and providing of advice pertaining to CLIENT operations, planning, expansion, repair or other matters that may be of concern to CLIENT.

1.1.2 Serve as consulting engineer on behalf of the CLIENT to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.

1.1.3 Prepare engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by CLIENT.

1.1.4 Serve as engineering liaison for the CLIENT to various local, state and federal agencies that may have jurisdiction over certain aspects of CLIENT's operations.

1.1.5 Provide other engineering related services as may be requested and authorized by the CLIENT.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for civil engineering, water and wastewater engineering, and water resources engineering related projects, or other projects stipulated by the CLIENT. Engineering services will typically include, but not be limited, to the following.

2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:

2.2.1 In consultation with CLIENT, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the CLIENT.

2.2.2 Advise CLIENT if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services, subject to the approval of CLIENT.

2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.

2.2.4 Provide coordination, permitting, and managerial assistance to the CLIENT regarding utility relocation, easements, right-of-way acquisition, etc. as specifically requested by the CLIENT.

2.3 **Comprehensive Design Phase.** The ENGINEER shall:

2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.

2.3.2 Represent the CLIENT at public hearings and meetings with applicable regulatory agencies and/or Authority Staff.

2.3.3 Prepare detailed design plans, specifications, documents (a.k.a. Contract Documents/Bidding Documents) and engineering cost estimates for the project.

2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.

2.3.5 Advise CLIENT of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.

2.3.6 Furnish copies of design plans, specifications and documents for approval by the CLIENT, his representatives, and applicable regulatory authorities.

2.4 **Pre-Construction Phase.** The ENGINEER shall:

2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.

2.4.2 Assist CLIENT in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.

2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.

2.4.4 Consult with CLIENT concerning, and determine, the acceptability of substitute materials and equipment proposed by CONTRACTOR(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.

2.4.5 Attend pre-bid meeting with prospective contractors, attend the bid opening, prepare bid tabulation sheets and assist CLIENT in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the CONTRACTOR's insurance and bonding capabilities meet the CLIENT's requirements.

2.5 **Construction Phase Services.** The ENGINEER shall:

2.5.1 Arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.

2.5.2 Review the CONTRACTOR's work schedule to ensure general conformance with preliminary schedules developed by the CLIENT and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the CLIENT if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

2.5.3 Serve as the CLIENT's representative with duties and limitations of responsibility and authority as stated in the construction Contract Documents.

2.5.4 Visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep CLIENT informed of same.

2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.

2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data that CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the CLIENT prior to CONTRACTOR notification.

2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential "work arounds" to make up for work delays, change orders, etc. Updated schedules will be provided to the CLIENT as necessary unless agreed otherwise.

2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR's applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the CLIENT for payment.

2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).

2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to CLIENT and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the CLIENT, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.

3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:

a) Geotechnical Engineering and Related Services.

b) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).

c) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).

d) Hydrogeology and Geology.

e) Geographical Positioning Systems (GPS) Mapping and Geographical Information Systems (GIS).

f) Supplemental or Extended Services, made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract period; and (3) default by the CONTRACTOR.

g) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.

h) Transportation Engineering (i.e. road design, easement and right-of-way acquisition, traffic analysis, etc.)

i) Resident Inspection for Construction.

j) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

4.1 For general consulting engineering services as outlined in this AGREEMENT, CLIENT shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT "A". Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the CLIENT regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the CLIENT. ENGINEER and CLIENT will also periodically review project progress and schedules to ensure timely completion of work.

4.2 The labor category unit rates are included in ATTACHMENT "A" and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles (mileage), in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 15% to the CLIENT.

4.3 ENGINEER shall submit monthly invoices to CLIENT in a format acceptable by the CLIENT. CLIENT shall endeavor to make payment to ENGINEER within thirty days from receipt of invoice.

4.4 For the term of this AGREEMENT or any extension thereof, the ENGINEER may petition to revise labor category billing rates effective January 1 of each year (the "Rate Modification Date") to account for salary adjustments. The CLIENT reserves the right to review the proposed annual billing rate adjustments for approval prior to implementation by the ENGINEER.

5.0 SECTION 5 – CLIENT'S RESPONSIBILITIES

5.1 CLIENT shall:

5.1.1 Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

5.1.2 Allow the ENGINEER to have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently the ENGINEER is denied or delayed in performing their services, the associated fees and costs may be viewed in their entirety as a reimbursable expense.

5.1.3 Promptly furnish to ENGINEER the information requested by ENGINEER needed for rendering of services hereunder. The CLIENT shall provide to the ENGINEER all such information as is available to the CLIENT and the CLIENT's consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for the ENGINEER to assure the accuracy, completeness and sufficiency of information provided to ENGINEER by CLIENT or third parties. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER and the ENGINEER's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to the ENGINEER.

5.1.4 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

5.1.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

5.1.6 Designate a person (or persons) to act as CLIENT's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

6.0 SECTION 6 – ENGINEER'S RESPONSIBILITIES

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

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

6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.

6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of $1,000,000 each claim, $2,000,000/year aggregate, with $100,000 per claim deductible, $200,000/year aggregate deductible. The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to CLIENT in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to CLIENT in writing, which event shall furnish CLIENT the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER to CLIENT, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.

6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the CLIENT is given, which event shall afford the CLIENT the option to terminate this AGREEMENT.

6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the CLIENT in the bidding and negotiating of water and sewer, and public works contracts, for which the successful contractor must present payment and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for CONTRACTOR's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and is licensed and in good standing with the Insurance Commission of the State of Georgia.

6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 SECTION 7 – GENERAL CONSIDERATIONS

7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.

7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be 12 months from the date of execution by all parties. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year beginning on January 1 and ending on December 31 of each such year. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.

7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.

7.4 **Successors and Assigns.**

7.4.1 CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this AGREEMENT.

7.4.2 Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the CLIENT, CONTRACTORS or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the CLIENT, CONTRACTORS or others, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by CONTRACTORS nor assume responsibility for CONTRACTOR's failure to perform in accordance with Contract Documents.

7.6 **Indemnification.** The CLIENT shall indemnify and hold harmless the ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the CLIENT, its employees or agents (except ENGINEER).

7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service with respect to the specific project and/or this AGREEMENT. They are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Therefore, any other use or distribution of said documents without the written consent of ENGINEER is prohibited.

7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Coweta County, Georgia, which shall be appropriate venue for any action brought relating thereto.

7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining

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

7.10 **Risk Allocation.** In recognition of the relative risks, rewards and benefits of the project to both the CLIENT and ENGINEER, the risks have been allocated such that the ENGINEER and the CLIENT agree that, to the fullest extent permitted by the law, each parties' total aggregate liability to the one another and their respective contractors, subcontractors, consultants and other parties with legal standing to file claims resulting from any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this AGREEMENT from any cause or causes, shall not exceed $50,000 or the total fee for services contemplated under this AGREEMENT, whichever is less. Such causes include, but are not limited to, ENGINEER's or CLIENT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

7.11 **Ownership of Documents.** All documents produced by ENGINEER under this agreement shall remain the property of ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of ENGINEER. Any unauthorized use or distribution shall be at CLIENT's and Recipient's sole risk and without liability to ENGINEER. CLIENT further agrees that documents produced by ENGINEER pursuant to this agreement will not be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's written approval.

7.12 **Discovery of Hazardous Materials.** Hazardous materials may exist on the site on which work will be performed by the ENGINEER under this agreement. The CLIENT acknowledges that the ENGINEER's scope of services for this project does not include any services related to the identification, removal or abatement of hazardous wastes. The ENGINEER and the CLIENT agree that the discovery of hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The ENGINEER and the CLIENT also agree that the discovery of hazardous materials may make it necessary for the ENGINEER to take immediate measures to protect human health and safety, and/or the environment. The ENGINEER agrees to notify the CLIENT as soon as practically possible should hazardous materials or suspected hazardous materials be encountered. The CLIENT authorizes the ENGINEER to take any and all emergency measures that in the ENGINEER's professional opinion are justified to preserve and protect the health and safety of the ENGINEER's personnel and the public, and/or the environment, and the CLIENT agrees to compensate the ENGINEER for the additional cost of such work.

7.13 **Site Operations.** The ENGINEER's field personnel will avoid hazards or utilities that are visible to them at the site. If the ENGINEER is given data in writing that reveals the presence or potential presence of underground or overground obstructions, such as utilities, the ENGINEER will give special instructions to their field personnel. The ENGINEER will conduct the research that in its professional opinion is necessary to

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

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

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

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

CLIENT:

City of Fairburn

(Name) MARIO B. ALVERS
(Title) MAYOR

Attest: TOM RIDGWAY

ENGINEER:

Integrated Science & Engineering, Inc.

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

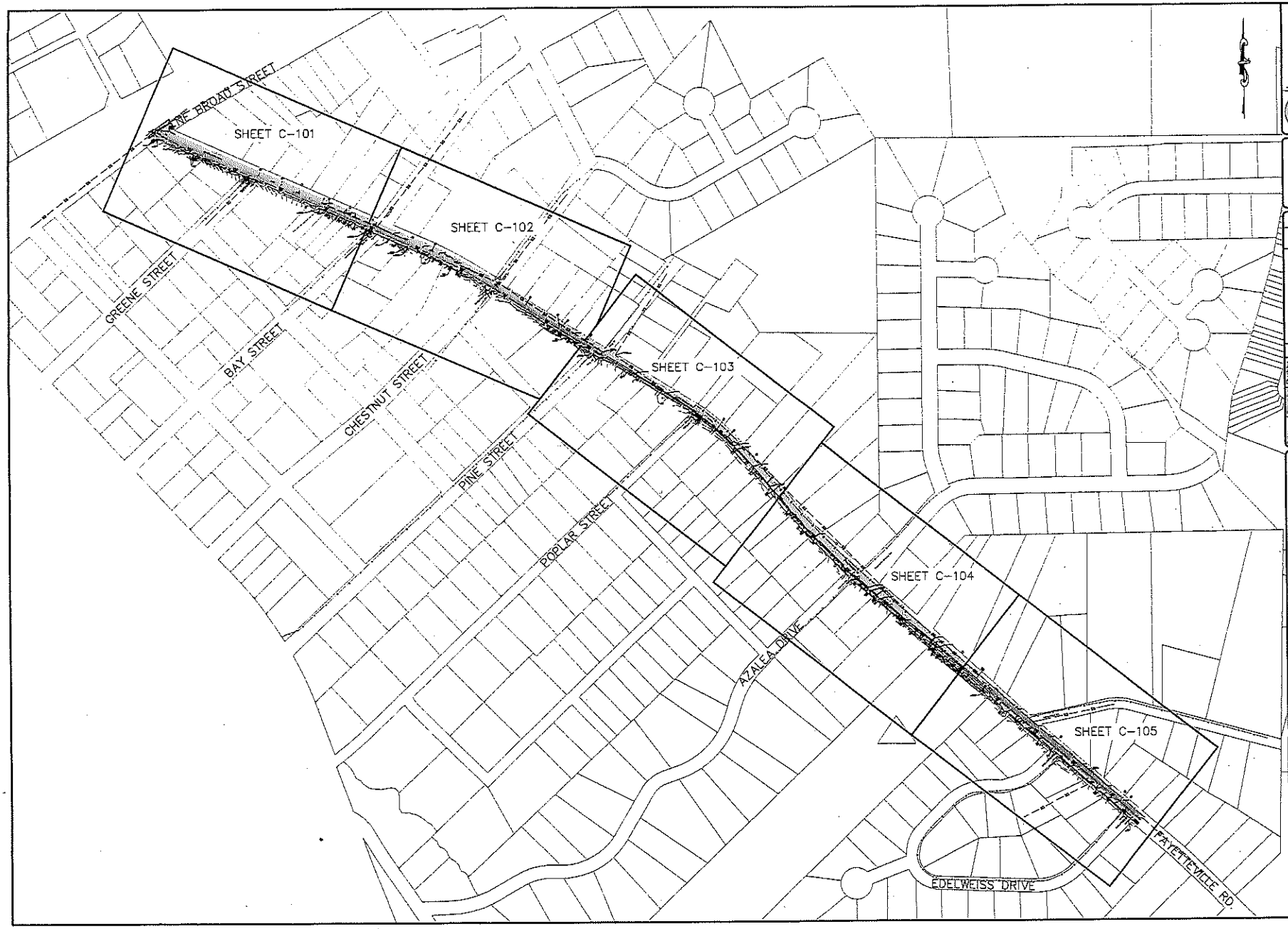
Lisa Henderson
Attest:

ATTACHMENT A

UNIT RATES

Integrated Science & Engineering, Inc.

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



INTEGRATED Science & Engineering

Date | Description | Rev

Drawn by: JKL | Checked by: CRD
Project #: 1009.1159 | Design by: CRD | Review by: LHB
SCALE: 1" = 150'

UTILITY PLANS
FOR
FAYETTEVILLE ROAD
WATER MAIN IMPROVEMENTS
CITY OF FAIRBURN
PROJECT LOCATED IN LAND LOT 53 AND 53 OF THE 6F DISTRICT, FULTON COUNTY GEORGIA

FAYETTEVILLE ROAD
WATER MAIN RELOCATION
OVERALL PLAN

DRAWING NO.
C-100

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: PURCHASE OF TWO (2) JOHN DEERE ZERO Z930M TURF MOWERS

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

Date Submitted: 06/15/2020 **Work Session:** N/A **Council Meeting:** 06/22/2020

DEPARTMENT: Property Management (Street Department)

BUDGET IMPACT: $18,894.26 from line item 100-4200-54-2700

PUBLIC HEARING: ( ) Yes (X) No

PURPOSE: To purchase two John Deere Zero Turn Z930M turf mowers for the ground maintenance. Funds to be taken from $19,000.00 budgeted for FY 2019-2020-line item 100-4200-54-2700.

HISTORY: We presently own 9 mowers that are used for public properties ground maintenance, our last purchase was around 2014, due to wear and tear on our equipment we are in desperate need of replacements to keep up with our demands.

RECOMMENDED ACTION: Staff recommends Mayor and Council approval to purchase two John Deere Z930M Turf Mowers listed on State Contract #99999-001-SPD0000102 not to exceed $18,894.26 from Ag-Pro authorized distributor for John Deere Company.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

JOHN DEERE

Ag-Pro

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
81 Millard Farmer Ind Blvd
Newnan, GA 30263
770-254-0383
WNewnanGM@agproco.com

Quote Summary

Prepared For:
City Of Fairburn
102 Howell Ave
Fairburn, GA 30213
Business: 770-964-2244

Delivering Dealer:
Ag-Pro
Tripp Mosteller
81 Millard Farmer Ind Blvd
Newnan, GA 30263
Phone: 770-254-0383
tmosteller@agproco.com

All Used Equipment is Sold As Is, No Warranty.

Quote ID:	22099490
Created On:	10 June 2020
Last Modified On:	10 June 2020
Expiration Date:	30 June 2020

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE Z930M ZTrak	$ 12,269.00	$ 9,447.13	X	2	=	$ 18,894.26

Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)
Price Effective Date: June 10, 2020

Equipment Total **$ 18,894.26**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 18,894.26
Trade In	
SubTotal	**$ 18,894.26**
Est. Service Agreement Tax	$ 0.00
Total	$ 18,894.26
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 18,894.26**

Salesperson : X _____ **Accepted By : X** _____

JOHN DEERE

Selling Equipment

Quote Id: 22099490 **Customer Name:** CITY OF FAIRBURN

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Ag-Pro
81 Millard Farmer Ind Blvd
Newnan, GA 30263
770-254-0383
WNewnanGM@agproco.com

JOHN DEERE Z930M ZTrak

Hours:
Stock Number:
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M CG 22)
Price Effective Date: June 10, 2020

Suggested List *
$ 12,269.00
Selling Price *
$ 9,447.13

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2167TC	Z930M ZTrak	2	$ 11,399.00	23.00	$ 2,621.77	$ 8,777.23	$ 17,554.46
	Standard Options - Per Unit						
001A	United States/Canada	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
1505	60 In. Mulch On Demand Mower Deck	2	$ 870.00	23.00	$ 200.10	$ 669.90	$ 1,339.80
2091	Deluxe Comfort Seat with Armrests (24" High Back)	2	$ 0.00	23.00	$ 0.00	$ 0.00	$ 0.00
	Standard Options Total		**$ 870.00**		**$ 200.10**	**$ 669.90**	**$ 1,339.80**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 12,269.00**		**$ 2,821.87**	**$ 9,447.13**	**$ 18,894.26**

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR THE BOHANNON ROAD SIDEWALK PROJECT

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/20**

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of $200,000 in project funding.

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide funding for the Bohannon Road Sidewalk Project.

HISTORY: The City of Fairburn requested funding assistance from the South Fulton CID to deliver the proposed Bohannon Road Sidewalk Project.

FACTS AND ISSUES: The proposed IGA is the South Fulton CID's formal response to the aforementioned request. In order to be reimbursed $200,000 in proposed construction funding the IGA with the South Fulton CID must be processed.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the South Fulton CID for the Bohannon Road Sidewalk Project.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

AGREEMENT

BETWEEN

CITY OF FAIRBURN

AND

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY and CID have collaborated on the Bohannon Road Sidewalk project including drainage components, design drawing being attached (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is designed to provide workers a safer route to and from work through the CITY and CID; and

WHEREAS, the PROJECT is being bid out by the CITY; and

WHEREAS, the CID is willing to pay an amount not to exceed $200,000 towards construction the PROJECT from CID funds ("CID Funding"); and

WHEREAS, should the CID Funding not be sufficient to complete construction of the PROJECT, the CITY is willing to provide the balance of the

representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

By:_____
Elizabeth Carr-Hurst, Mayor

Date:_____

Attest: _____
City Clerk

Approved: _____
City Attorney

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT

By:_____
Chairman

Date:_____

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE BOHANNON ROAD SIDEWALK PROJECT CONTRACT AWARD

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be $234,488.50. The South Fulton CID will be responsible for the first $200,000. The remaining project expenditures will come out of account number (360-000-54-1400) T-SPLOST Infrastructure-Ped & Street.

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve the Bohannon Road Sidewalk Project Contract Award to The Corbett Group, LLC for an amount of $234,488.50.

HISTORY: The Invitation for Bid (IFB#20-005, Bohannon Road Sidewalk Project) was advertised on May 6, 2020. The bid opening date was June 5th, 2020, at 3:30pm at which time the fifteen (15) bids received were opened and read aloud. After completion of the bid evaluation, it was determined that The Corbett Group, LLC, was the lowest responsive and responsible bidder with a bid price of $234,488.50.

FACTS AND ISSUES: After completion of the bid evaluation, it was determined that The Corbett Group, LLC, was the lowest responsive and responsible bidder with a bid price of $234,488.50.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Bohannon Road Sidewalk Project Contract Award to The Corbett Group, LLC at a bid price of $234,488.50.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

Bid Opening Results IFB# 20-005 Bohannon Road Sidewalk Project, City of Fairburn, Georgia

BID OPENING: June 5, 2020 - 3:30 P.M.

	PLAN HOLDERS	Bid Bond	ADDEND. #1	BID AMOUNT
1	Strack, Inc.			
2	Excellere Construction, Inc.	✓	✓	$393,500.00
3	Helix Group	✓	✓	$466,498.28
4	ConstructionConnect, Inc.			
5	BRTU Construction, Inc.	✓	✓	$485,779.50
6	The Corbett Group, LLC.	✓	✓	234,488.50
7	CMES, Inc.	✓	✓	$428,336.10
8	CMEC, LLC	✓	✓	$374,888.28
9	Lovvorn Construction	✓	✓	$599,431.68
10	Construction 57, Inc.	✓	✓	$368,802.00
11	Tople Construction & Engineering, Inc.	✓	✓	$365,591.20
12	DJR Construction	* ✓	✓	$333,841.54
13	Sol Construction, LLC	✓	✓	$291,008.25
14	Ohmshiv Construction, LLC			
15	Summit Construction & Development, LLC	✓	✓	$325,318.33
16	C & G Concrete Construction Co., Inc			
17	Autaco Development	✓	✓	$396,214.00
18	JHC, Inc.	✓	✓	$768,275.45
19	Pentagon 540, LLC	✓	✓	$343,326.25

Notes: 1. Acknowledged Addendum #1

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

LESTER THOMPSON

Marceia Lindley

MARCEIA LINDLEY

360-T-SPLOST Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL REVENUES	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28
EXPENDITURE SUMMARY							
Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
REVENUE OVER/(UNDER) EXPENDITURES	0.00	182,313.77	0.00	354,781.23	(5,600.00)	(349,181.23)	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes							
360-0000-31-3400 T-Splost Revenue	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
TOTAL Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income							
360-0000-36-1000 Interest Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
TOTAL Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue							
360-0000-38-9000 Misc Revenur	0.00	0.00	0.00	26,973.23	0.00	(26,973.23)	0.00
360-0000-38-9001 South Fulton CID	2,200,000.00	0.00	0.00	0.00	0.00	2,200,000.00	0.00
TOTAL Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
** TOTAL REVENUES **	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
Capital Outlay							
360-0000-54-1400 Infrastruct-Ped & Str	1,062,881.00	0.00	0.00	0.00	0.00	1,062,881.00	0.00
360-0000-54-1410 Infrastruct-Roadway	4,638,580.00	900.00	0.00	1,121,975.06	5,600.00	3,511,004.94	24.31
TOTAL Capital Outlay	5,701,461.00	900.00	0.00	1,121,975.06	5,600.00	4,573,885.94	19.78
TOTAL Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54

*** END OF REPORT ***

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #4 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be $11,900. The proposed expenditures will come out of the T-SPLOST Program Mgt Account (360-0000-52-1110).

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #3 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Bohannon Road Sidewalk Project (20-005).

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

FACTS AND ISSUES: The agreement with Moreland Altobelli (Atlas) was approved with the understanding that task orders associated with Construction Management Services would be issued on an as need basis. As such, Task Order #4 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #4 with Atlas Technical Consultants for Construction Engineering and Inspection Services on the Bohannon Road Sidewalk Project (20-005) and authorize the Mayor to sign the Task Order for an amount not to exceed $11,900.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

To:	City of Fairburn P.O. Box 145 Fairburn, Georgia 30213	Date: From: Copy to:	June 11, 2020 Chris Parypinski Buddy Gratton
Attn:	Mr. Lester Thompson		
Project:	Bohannon Road Sidewalk Improvements, Project Number 20-005		
TO No.:	4		

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the sidewalk installation work on Project Number 20-005

BACKGROUND INFORMATION

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

Task 1 – Construction, Engineering and Inspection Services

- Provide part time inspection services for the sidewalk, curb and gutter and drainage construction in the contract with The Corbett Group, LLC. for Project Number 20-005
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of $11,900.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

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

Authorization:

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

Authorized by: _____ Title: **Mayor**

Print Name: **Elizabeth Carr-Hurst** Date: _____

June 10, 2020

ATLAS

20-005, Bohannon Road Sidewalk Project
CEI Services
City of Fairburn

PERSONNEL COSTS:	EST HRS	RATE/HR	COST($)	
CONSTRUCTION ENGINEERING AND INSPECTION				
CONSTRUCTION SERVICES MGR	8	$125.00	$1,000	
SENIOR INSPECTOR	132	$75.00	$9,900	
		SUBTOTAL	**$10,900**	
DIRECT COSTS				
			REPRODUCTION/PLOTTING	$0
			TRAVEL AND MISC. DIRECT COSTS	$1,000
			TOTAL DIRECT COSTS	$1,000
			TOTAL COST	**$11,900**

Assumptions:

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL REVENUES	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28
EXPENDITURE SUMMARY							
Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
REVENUE OVER/(UNDER) EXPENDITURES	0.00	182,313.77	0.00	354,781.23	(5,600.00)	(349,181.23)	0.00

360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes							
360-0000-31-3400 T-Splost Revenue	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
TOTAL Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income							
360-0000-36-1000 Interest Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
TOTAL Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue							
360-0000-38-9000 Misc Revenur	0.00	0.00	0.00	26,973.23	0.00	(26,973.23)	0.00
360-0000-38-9001 South Fulton CID	2,200,000.00	0.00	0.00	0.00	0.00	2,200,000.00	0.00
TOTAL Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
** TOTAL REVENUES **	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28

REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
Capital Outlay							
360-0000-54-1400 Infrastruct-Ped & Str	1,062,881.00	0.00	0.00	0.00	0.00	1,062,881.00	0.00
360-0000-54-1410 Infrastruct-Roadway	4,638,580.00	900.00	0.00	1,121,975.06	5,600.00	3,511,004.94	24.31
TOTAL Capital Outlay	5,701,461.00	900.00	0.00	1,121,975.06	5,600.00	4,573,885.94	19.78
TOTAL Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54

*** END OF REPORT ***

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF AN INTERGOVERNMENTAL AGREEMENT WITH THE SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT FOR THE HOWELL AVENUE EXTENSION PROJECT

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/20**

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact of the proposed Intergovernmental Agreement is an increase of $2,450,000 in project funding.

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve an Intergovernmental Agreement (IGA) with the South Fulton Community Improvement District (CID) to provide funding for the Howell Avenue Extension Project.

HISTORY: The City of Fairburn requested funding assistance from the South Fulton CID to deliver the proposed Howell Avenue Extension Project.

FACTS AND ISSUES: The proposed IGA is the South Fulton CID's formal response to the aforementioned request. In order to be reimbursed $2,450,000 in proposed construction funding the IGA with the South Fulton CID must be processed.

RECOMMENDED ACTION: Staff recommends that Mayor and City Council to approve the Intergovernmental Agreement with the South Fulton CID for the Howell Avenue Extension Project.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

AGREEMENT

BETWEEN

CITY OF FAIRBURN

AND

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement (hereinafter referred to as "Agreement") is made and entered into the date last signed below (hereinafter referred to as "Effective Date") by and between the CITY of FAIRBURN, GEORGIA, acting by and through its Mayor and City Council (hereinafter referred to as "CITY"), and the SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT, an entity created by Fulton County, City of Fairburn, and Union City (hereinafter referred to as "CID").

WHEREAS, the CITY and CID have collaborated on the Howell Avenue Extension project (hereinafter referred to as the "PROJECT"); and

WHEREAS, the PROJECT is designed to reduce traffic congestion through the CITY and CID; and

WHEREAS, the PROJECT is being bid out by the CITY; and

WHEREAS, the CID commits to pay the first $1.5 Million to construct the PROJECT from GTIB funds ("GTIB Funding"); and

WHEREAS, the CID is willing to pay an amount not to exceed $950,000 thereafter to construct the PROJECT from CID funds ("CID Funding"); and

WHEREAS, should the GTIB Funding and CID Funding not be sufficient

to complete construction of the PROJECT, the CITY is willing to provide the balance of the funding required to complete the PROJECT; and

WHEREAS, the CITY and CID wish to contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment..." Ga. Constitution Article IX, §111, ¶I (a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the CITY and the CID hereby agree each with the other as follows:

1. The design is complete and the CITY owns the right of way for the PROJECT.

2. The CITY is bidding out the PROJECT and will undertake and assume all responsibilities for contracting, construction, and maintenance of the PROJECT.

3. The CID will pay the first $1.5 Million from GTIB Funding to construct the PROJECT on a reimbursement basis to the CITY.

4. The CID will pay up to the next $950,000 from CID Funding to construct the PROJECT on a reimbursement basis to the CITY.

5. Should the GTIB Funding and CID Funding not be sufficient to complete construction of the PROJECT, the CITY will provide the balance of the funding required to complete the PROJECT.

6. The foregoing commitment from the CID expires should the construction not begin by October 31, 2020.

7. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State

of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto be executed under seal by their duly authorized representatives.

IN WITNESS WHEREOF, the CITY and the CID have caused this Agreement to be executed under seal by their duly authorized representatives as of the dates set forth below.

CITY OF FAIRBURN, GEORGIA

By:_____
Elizabeth Carr-Hurst, Mayor

Date:_____

Attest: _____
City Clerk

Approved: _____
City Attorney

SOUTH FULTON COMMUNITY IMPROVEMENT DISTRICT

By:_____
Chairman

Date:_____

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE HOWELL AVENUE EXTENSION ROADWAY PROJECT CONTRACT AWARD

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Engineering

BUDGET IMPACT: The budget impact will be $3,170,410.54. The South Fulton CID will be responsible for the first $2,450,000. The remaining project expenditures ($720,410.54) will come out of account number (360-000-54-1410) T-SPLOST Infrastructure-Roadway.

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve the Howell Avenue Extension Roadway Project Contract Award to Strack, Inc. for an amount of $3,170,410.54.

HISTORY: The Invitation for Bid (IFB#20-004, Howell Avenue Extension Roadway Project) was advertised on May 6th, 2020. The bid opening date was June 5th, 2020, at 3:00pm at which time the eight (8) bids received were opened and read aloud.

FACTS AND ISSUES: After completion of the bid evaluation, it was determined that Strack Inc. was the lowest responsive and responsible bidder with a bid price of $3,170,410.54.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Bohannon Road Sidewalk Project Contract Award to Strack, Inc. at a bid price of $3,170,410.54.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

BID OPENINGS RESULTS
IFB# 20-004 HOWELL AVENUE EXTENSION ROADWAY PROJECT

BID OPENING: June 5, 2020 - 3:00 P.M.

	PLAN HOLDERS	BID BOND	ADDENDUM #1	ADDENDUM #2	ADDENDUM #3	BID AMOUNT
1	C.W. Matthews Contracting Co. Inc.	✓	✓	✓	✓	$3,570,876.00
2	Strack, Inc.	✓	✓	✓	✓	$3,170,410.54
3	Baldwin Paving					
4	Lewis Contracting Services					
5	Helix Group, Inc.	✓	✓	✓	✓	$4,442,000.00
6	BRTU Construction, Inc.	✓	✓	✓	✓	$4,223,586.35
7	CMES, Inc.					
8	Mullins Brothers Contracting					
9	ConstructConnect					
10	Construction Management & Estimating, Co.					
11	Piedmont Paving	✓	✓	✓	✓	$3,413,773.27
12	Wilburn Engineering					
13	Summit Construction and Development	✓	✓	✓	✓	$3,782,894.36
14	The Corbett Group, LLC					
15	CMEC, Inc.	✓	✓	✓	✓	$4,521,514.94
16	JHC, Inc.	✓	✓	✓	✓	$5,590,007.55

Notes:

1 Acknowledged addendum #1, 2 and 3

Bids were opened and read aloud in accordance with the project advertisement and invitation for bid. Unit price calculations and certifications will be verified and a certified tabulation release at a later date.

LESTER THOMPSON

Marcela Lindley
MARCEIA LINDLEY

360-T-SPLOST Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL REVENUES	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28
EXPENDITURE SUMMARY							
Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
REVENUE OVER/(UNDER) EXPENDITURES	0.00	182,313.77	0.00	354,781.23	(5,600.00)	(349,181.23)	0.00

360-T-SPLOST Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Taxes							
360-0000-31-3400 T-Splost Revenue	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
TOTAL Taxes	2,400,000.00	179,606.07	0.00	1,422,637.31	0.00	977,362.69	59.28
Investment Income							
360-0000-36-1000 Interest Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
TOTAL Investment Income	0.00	3,607.70	0.00	27,145.75	0.00	(27,145.75)	0.00
Miscellaneous Revenue							
360-0000-38-9000 Misc Revenur	0.00	0.00	0.00	26,973.23	0.00	(26,973.23)	0.00
360-0000-38-9001 South Fulton CID	2,200,000.00	0.00	0.00	0.00	0.00	2,200,000.00	0.00
TOTAL Miscellaneous Revenue	2,200,000.00	0.00	0.00	26,973.23	0.00	2,173,026.77	1.23
Other Financing Sources							
360-0000-39-1000 Transfer from General	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-39-9900 Budget Carryforward	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
TOTAL Other Financing Sources	1,481,391.00	0.00	0.00	0.00	0.00	1,481,391.00	0.00
** TOTAL REVENUES **	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28

360-T-SPLOST Fund
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Purchased-Contracted							
360-0000-52-1100 Admin-Operations & Sa	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-1110 Admin-Program Mgt	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
360-0000-52-2200 R&M-Maintenance & Saf	0.00	0.00	0.00	0.00	0.00	0.00	0.00
360-0000-52-2220 R&M-Quick Response	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Purchased-Contracted	379,930.00	0.00	0.00	0.00	0.00	379,930.00	0.00
Capital Outlay							
360-0000-54-1400 Infrastruct-Ped & Str	1,062,881.00	0.00	0.00	0.00	0.00	1,062,881.00	0.00
360-0000-54-1410 Infrastruct-Roadway	4,638,580.00	900.00	0.00	1,121,975.06	5,600.00	3,511,004.94	24.31
TOTAL Capital Outlay	5,701,461.00	900.00	0.00	1,121,975.06	5,600.00	4,573,885.94	19.78
TOTAL Non-Departmental	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54
TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54

*** END OF REPORT ***

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #5 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be $134,750. The proposed expenditures will come out of the T-SPLOST Program Mgt Account (360-0000-52-1110).

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #5 with Atlas Technical Consultants (Moreland Altobelli) for Construction Engineering and Inspection (CEI) Services on the Howell Avenue Extension Roadway Project (20-004).

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

FACTS AND ISSUES: The agreement with Moreland Altobelli (Atlas) was approved with the understanding that task orders associated with Construction Management Services would be issued on an as need basis. As such, Task Order #5 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #5 with Atlas Technical Consultants for Construction Engineering and Inspection Services Howell Avenue Extension Roadway Project (20-004) and authorize the Mayor to sign the Task Order for an amount not to exceed $134,750.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

To:	City of Fairburn P.O. Box 145 Fairburn, Georgia 30213	Date: From: Copy to:	June 11, 2020 Chris Parypinski Buddy Gratton
Attn:	Mr. Lester Thompson		
Project:	Howell Avenue Extension Roadway Improvement, Project Number 20-004		
TO No.:	5		

Scope of Work: Provide Construction Engineering and Inspections Services to monitor the construction work associated construction activities for the extension of Howell Avenue on Project Number 20-004

BACKGROUND INFORMATION

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

Task 1 – Construction, Engineering and Inspection Services

- Provide inspection services for the roadway construction of the Howell Avenue Extension project in accordance with the contract documents with Strack, Inc. for Project Number 20-004
- Provide engineering services to address contractor initiated RFI's.
- Provide engineering services to review contractor pay submittals.

The total not to exceed budget of $134,750.00 as outlined in the attached fee proposal includes staff time and expenses necessary to perform the scope of work outlined above.

If the City requires additional services, Atlas Technical Consultants, will provide those services in accordance with the existing Unit Rates agreed to with the City. A scope and

June 10, 2020

ATLAS

20-004, Howell Avenue Extension Roadway Project
CEI Services
City of Fairburn

PERSONNEL COSTS:	EST HRS	RATE/HR	COST($)	
CONSTRUCTION ENGINEERING AND INSPECTION				
CONSTRUCTION SERVICES MGR	210	$125.00	$26,250	
SENIOR INSPECTOR	1400	$75.00	$105,000	
		SUBTOTAL	**$131,250**	
DIRECT COSTS				
			REPRODUCTION/PLOTTING	$0
			TRAVEL AND MISC. DIRECT COSTS	$3,500
			TOTAL DIRECT COSTS	$3,500
			TOTAL COST	**$134,750**

Assumptions:

CITY OF FAIRBURN
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund
FINANCIAL SUMMARY

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AS OF:APRIL 30TH, 2020

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REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF:APRIL 30TH, 2020

360-T-SPLOST Fund
Non-Departmental

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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TOTAL EXPENDITURES	6,081,391.00	900.00	0.00	1,121,975.06	5,600.00	4,953,815.94	18.54

*** END OF REPORT ***

CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF PERMANENT EASEMENT SALE FOR THE I-85 @ SR74 INTERCHANGE PROJECT

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

Submitted: 06/15/2020 **Work Session: N/A** **Council Meeting: 06/22/2020**

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of the sale will be $1,200.00.

PUBLIC HEARING? ( ) Yes (X) No

PURPOSE: For Mayor and Council to approve the sale of 417.50 square feet of permanent easement for the I-85 @ SR 74 Interchange Project.

HISTORY: The right-of-way (ROW) plans were approved by GDOT on August 27th, 2018. The right-of-way (ROW) funds were authorized on April 1st, 2019. The GDOT District 7 Right-of-Way Office is conducting the right-of-way acquisition on behalf of the City of Fairburn. The original timeframe for ROW Authorization was 21 months. There is less than seven (7) months remaining in the schedule. The acquisition schedule is currently at risk, with GDOT trying to recover.

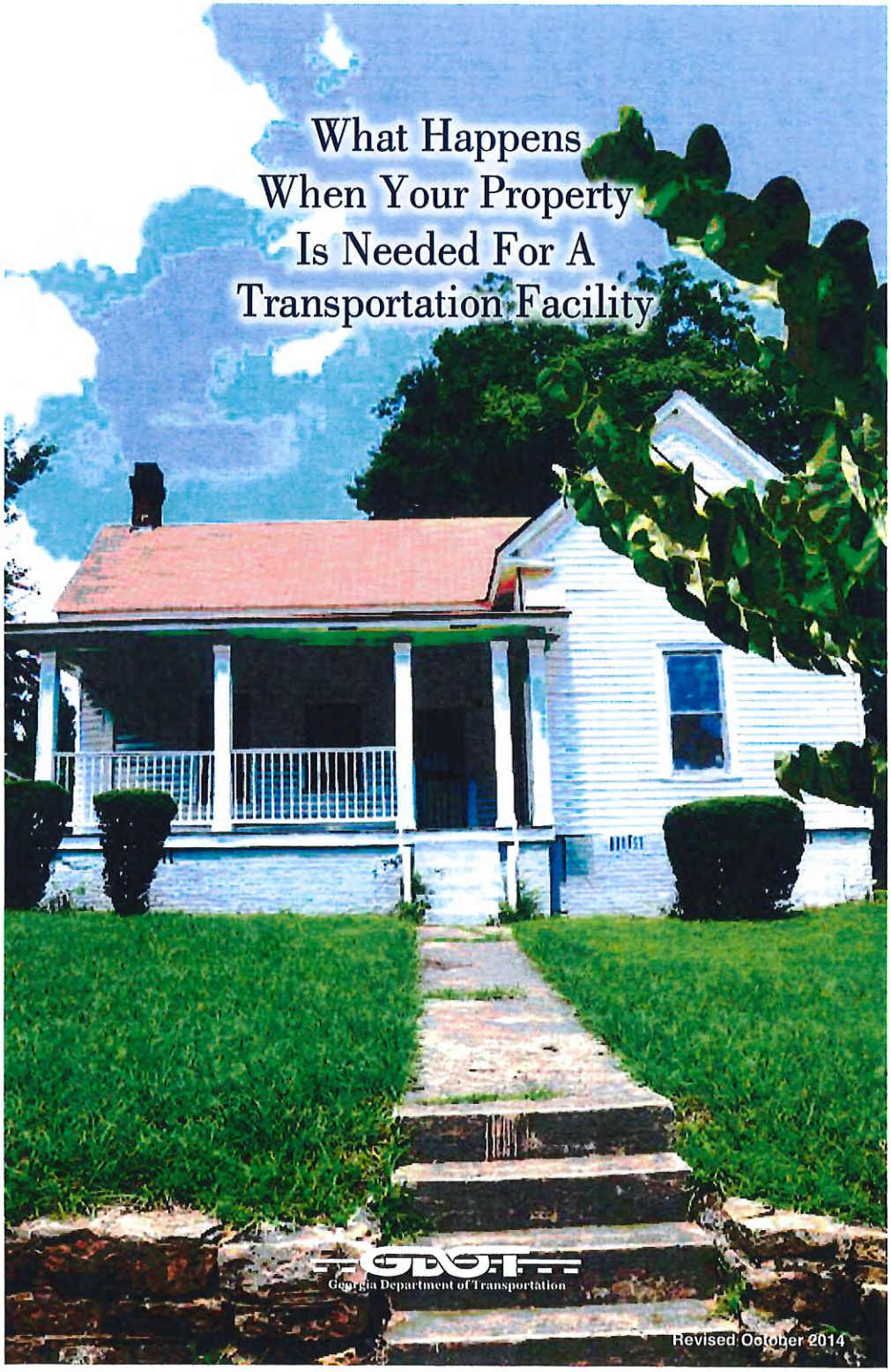
FACTS AND ISSUES: The City of Fairburn owns property with the project limits of the I-85 @ SR 74 Interchange Project. In order to construct the project as designed, 417.50 square feet of this property is needed for the construction and maintenance of slopes and utilities. Based on the assessment of qualified appraisers, the Fair Market Value of the property to be purchased is $1,200.

RECOMMENDED ACTION: Staff recommends that City Council approve the sale of 417.50 square feet of permanent easement located on Parcel 42 of the I-85 @ SR 74 Interchange Project for the asking price of $1,200.

Elizabeth Carr-Hurst

Elizabeth Carr-Hurst, Mayor

What Happens When Your Property Is Needed For A Transportation Facility



Georgia Department of Transportation

Revised October 2014

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2 Does the Department have the right to acquire my property?
3 How far in advance will I know that my property in needed?
What will I be paid for my property?
4 Some advantages of selling property to the Georgia Department of Transportation
5 Who prepares the deed and handles the closing?
What happens if an agreement to sell cannot be reached?
6 May I keep my home or other buildings?
7 When must I vacate my property?
May I move prior to negotiations to acquire my property?
Suppose I need assistance in relocating?
8 An Illegal Alien is not eligible for relocation assistance payments and benefits
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23 1968 Fair Housing Law
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Creative & Design Services
Program Manager: Carla Murphy
Project Manager & Photography: Cedric Mohr

The Georgia Department Of Transportation Needs Your Help

The Georgia Department of Transportation must acquire land to improve its transportation system. Many of our transportation systems which were built years ago have outlived their intended use. If you own property near an existing or proposed transportation facility, you will be interested in the procedure which the Georgia Department of Transportation follows in acquiring the necessary right of way.

This brochure tells why your property may be needed, what your rights are as a property owner and provides answers to some of the questions that will come to mind if your property is needed for a transportation facility. The Brochure is not all inclusive, but rather is intended to serve as an outline. For more detailed information, please consult the Georgia DOT representative assigned for the acquisition of your property.

What Determines Why My Property Is Needed?

Many factors are critically analyzed in locating and designing modern transportation systems. The element of need is the first consideration.For many years, as an example, roads were improved and hard-surfaced to meet the needs of the new automobile, people were willing to pay almost any price to get the roads that they wanted and needed. During this time, economics was the main consideration and the best road was almost always the shortest distance between two points.

In more recent years, as the Interstate System and other major limited-access highways were built, the tremendous impact of these modern, safe, efficient and really super-highways came to be felt on the entire society. Planners and designers began to be more concerned with aesthetics and safety than a better location.

Now we have turned completely around. No longer is money the overriding factor. It is still a very important consideration, for we can build nothing without it, but it is no longer the most important, and it should not be. Now roads must do more than just transport people, goods and services. They must be planned and designed to blend with our communities. They must help accomplish other desirable social goals besides just providing a physical transportation artery.

An example of this is joint-use of the transportation facility right of way, such as the development of new parks, or enlarging, enlivening and increasing access and use of existing park facilities.

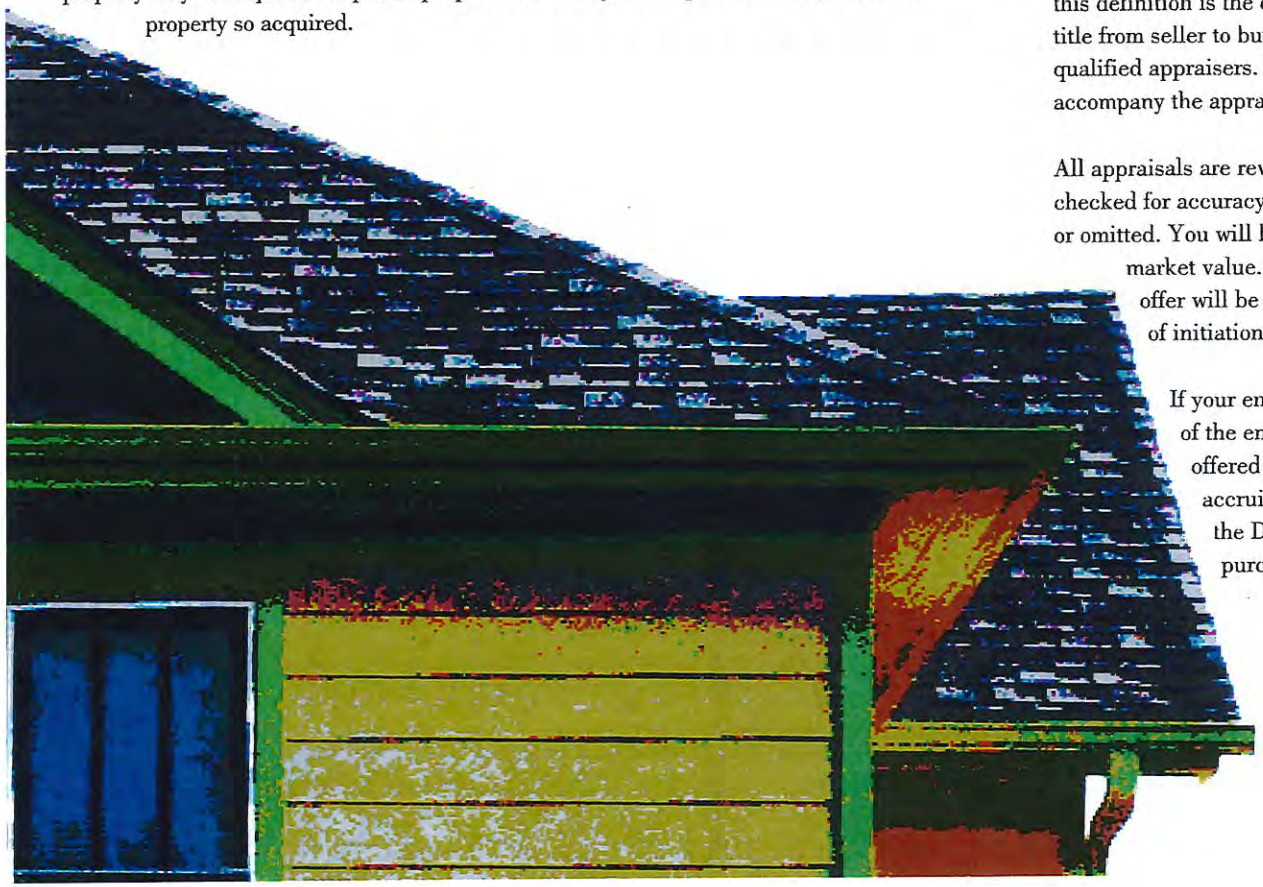
Another example of joint-use is the placing of two or more transportation facilities in the same corridor, such as highways and rapid mass transit facilities.

Both of these examples are being planned for new highway and transportation facilities in Georgia.

In the last few years, national figures show the increased environmental controls, both in design and construction have increased costs. But the changes have been worth the extra cost in the savings of additional lives and the enhancement of the environment through which these facilities pass.

Does The Department Have The Right To Acquire My Property?

The Constitution of Georgia and the Constitution of the United States provide that private property may be acquired for public purposes and that just compensation be paid for all property so acquired.



How Far In Advance Will I Know That My Property Is Needed?

The Department will advise you well in advance of actual negotiations. This is done through public hearings, meetings and personal visits. DO NOT ACT ON RUMORS. Be sure you have the facts from the Department before building or making major changes. The mere fact that a survey is being made on or near your property does not mean that the final location of a proposed transportation facility will cross your lands.

What Will I Be Paid For My Property?

You are entitled to receive fair market value for your property. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer. This value is determined from appraisals prepared by highly qualified appraisers. You or your designated representative will be given an opportunity to accompany the appraiser during his/her inspection of your property.

All appraisals are reviewed by experienced, qualified review appraisers. The appraisals are checked for accuracy to make certain that no items of allowable value have been overlooked or omitted. You will be offered the full amount of the review appraiser's estimate of fair market value. There will be no attempt to buy your property at a lesser figure. This offer will be made to you in writing and will establish the Department's legal date of initiation of negotiations to purchase your property.

If your entire property is needed, you will be offered the fair market value of the entire property. If only a part of your property is needed, you will be offered the fair market value of that part to be acquired plus any damages accruing to the remaining property. Should the remainder be classified by the Department as an uneconomic remnant the Department will offer to purchase the remainder.

Some Advantages Of Selling Property To The Georgia Department Of Transportation

1. Cash Sale
2. No real estate commission to pay
3. Reimbursement will be made for:
    a. Recording and/or cancellation fees, and similar expenses incidental to the conveyance of the acquired property to the Department.
    b. Penalty costs for pre-payment of any pre-existing recorded mortgage entered into in good faith encumbering such real property.
    c. A pro-rated portion, on a calendar year basis, of all real estate property taxes which have been paid or which are due and payable at the time of acquisition.
    d. Reasonable survey fees to reestablish existing property corner pins that were removed as a result of the acquisition or construction.
4. The property will be evaluated thoroughly, completely and accurately by expert appraisers.
5. The owners do not pay legal or appraisal fees unless they hire their own attorney or appraiser.

Who Prepares The Deed And Handles The Closing?

The closing will be similar to that required in any real estate transfer. The Department prepares the deed. There will be no charges for preparing the deed.

Naturally, it will be necessary to satisfy all outstanding loans or liens on the property. The Department representative will be glad to try to bring together all parties who have any interest in the property. When an agreement is reached, the Department will deliver payment upon satisfaction of any outstanding encumbrances and upon execution of the deed.

What Happens If An Agreement To Sell Cannot Be Reached?

Since the Department must acquire the property in order to construct the proposed facility, Georgia law provides that the Department can initiate a condemnation suit under eminent domain proceedings. This suit would be filed in the superior court of the county where the property is located. One of the following methods will be employed:

Declaration of Taking
This is the most commonly used method. Upon filing the petition, the Department deposits its estimate of just compensation. At this time title passes to the Department.

Special Master
Under this method the Judge of the superior court appoints an attorney to hear the evidence and make an award.

Three Assessors
Under this method one assessor is selected by the owner, one by the Department and the third by agreement of the first two, or if agreement cannot be reached, the third is appointed by the Judge of the Superior Court. These three review the facts and make an award based on their findings.

May I Keep My Home Or Other Buildings?

If closing by DEED, there are two procedures by which the owner may retain the home or other buildings located on or partially on the property being acquired as right of way. During negotiations an agreement will be reached with the owner in regard to such buildings and will be spelled out in the option agreement. These procedures are as follow:

1. The owner may wish to retain the buildings at a predetermined retention value set by the Department and make arrangements to have the buildings moved to a new location. Under this procedure, the property owner will pay the Department the retention value as determined by the Department for each improvement to be retained. The owner will be required to post a cash bond until the buildings have been removed. Once the buildings have been removed the cash bond will be refunded. Improvements retained by the property owner must be removed within 30 days of closing.

2. Improvements not retained under paragraph one (1) are bid out for demolition to prequalified, pre-approved Right of Way demolition contractors and disposed of according to Georgia Environmental Protection Division guidelines.

When Must I Vacate My Property?

The occupants of property required for rights of way will not be required to vacate prior to three months from the date they were first and formally contacted in regard to the purchase of the occupied property nor less than two months from the date of its acquisition.

It is the policy of the Department that no person will be displaced unless and until comparable replacement housing is available.

May I Move Prior To Negotiations To Acquire My Property?

It is your right to move when you wish. In the event you desire to move prior to negotiations for the parcel (property you occupy), your **eligibility for Relocation Assistance Benefits could be forfeited.**

Suppose I Need Assistance In Relocating?

Any person, family, business or farm displaced shall be offered relocation assistance services for the purpose of locating a comparable replacement property. Relocation services are provided by qualified personnel employed by the Department. It is their goal and desire to be of service and assist in a successful relocation.

A representative of the Department will contact all affected persons and explain the services and payments available. You will be provided current lists of comparable replacement housing which will be within the individual's financial means, available on the open market and "decent, safe and sanitary".

The Department's representative is familiar with the services provided by other public and private agencies in the community. Please make any needs known to the Department's representative; if this representative cannot personally help with specific problems, perhaps the representative knows someone who can.

The Department will furnish information concerning local housing ordinances, open housing, building codes, social services, data for such costs as security deposits, closing costs, typical down payments, interest rates and terms, VA and FHA insured loan requirements, real property taxes, consumer education literature on housing and various other subjects.

An Illegal Alien Is Not Eligible For Relocation Assistance Payments & Benefits

Public Law 105-117 provides that aliens not lawfully present in the United States are not eligible to receive relocation assistance payments and/or any other benefits that are commonly provided to displacees. This law requires that persons seeking relocation payments or assistance under the Uniform Act certify, as a condition of eligibility, that they are citizens or are otherwise lawfully present in the United States.

If it is discovered that some of the occupants of the household and/or business are illegal aliens, then any payments or benefits the family or business would have received if all were legally present in the U. S. , would only be made payable to the remaining eligible family occupants or business members based on a pro rata share basis of each member's eligible share. The shares of those that are illegal aliens cannot be paid to any of the remaining eligible displacees. Under law, the Department may deny eligibility only if:

(1) a person fails to provide the required certification; or

(2) the agency determines that a person's certification is invalid, based on a fair and nondiscriminatory review of an alien's documentation or other information that the agency considers reliable and appropriate; and

(3) the agency concludes that denial would not result in "exceptional and extremely unusual hardship" situations.

Will I Have To Pay Moving Costs To Have My Furniture And Other Personal Property Moved?

If you are displaced, you are entitled to be reimbursed, subject to certain limitations and requirements, for your reasonable and necessary moving costs. The methods of moving and the various types of moving cost payments are outlined in this brochure. You will choose which option to use for your move. Do not move before you have discussed your moving plans with your relocation agent and have received written authorization to move. You can jeopardize your right to receive relocation assistance payments unless you advise GDOT in advance of your move plans. Method B Actual Move costs may include the costs to dismantle, insure, disconnect, transport, crate, unload, load, reconnect and modify personal property. Also service charges necessary to disconnect and reconnect utilities are reimbursable.

This does not include any costs which you may incur to add to, improve, alter, or make physical changes to the replacement structure. **Prior to payment for the removal and reinstallation of your personalty, the owner and the Department must agree in writing that the property is personalty and that the Department is released from any payment for the property as realty.**

In hardship cases, arrangements may be made for payment of moving expenses in advance, but only after the property on which you reside has been acquired by the Department.

Persons Eligible For Moving Payments

To be eligible for moving payments the property must be acquired by the Department and the person must have been:

1. In legal occupancy at the time the owner is given a written offer for the property to be acquired; or
2. In legal occupancy at the time the property is acquired by the Department.

Moving Payments -Individuals And Families

Eligible individuals or families may be reimbursed for their reasonable and necessary moving costs by one of the three methods identified as Method "A", Method "B", or Method "C". The method preferred must be selected before the move and indicated on the form entitled "Application for Moving Costs". Such costs are not applicable to items classified by the Department as real property. **You cannot combine any parts of the three methods.**

There is no limitation on the distance you may move. However, reimbursement for transportation charges is limited to a distance of 50 miles, except with prior approval by the Department. Such exceptions will only be allowed when the relocation cannot be accomplished within the 50 mile area and then only to the nearest comparable and available site. Claims must be filed with the Department within eighteen (18) months of the date a tenant moves, owners have eighteen (18) months from the date of move or date of final payment for the acquired dwelling, whichever is later.

Occupants of mobile homes are only eligible for payment under Methods "B" or "C" when the mobile home itself is classified as personal property.

Method A -Fixed Moving Cost

An eligible individual or family may choose to be reimbursed a fixed amount as determined by the Department (Not Applicable for Mobile Homes). Determination of this amount is based upon the number of rooms having adequate furnishings. This amount includes a dislocation allowance to assist in utility reconnection charges.

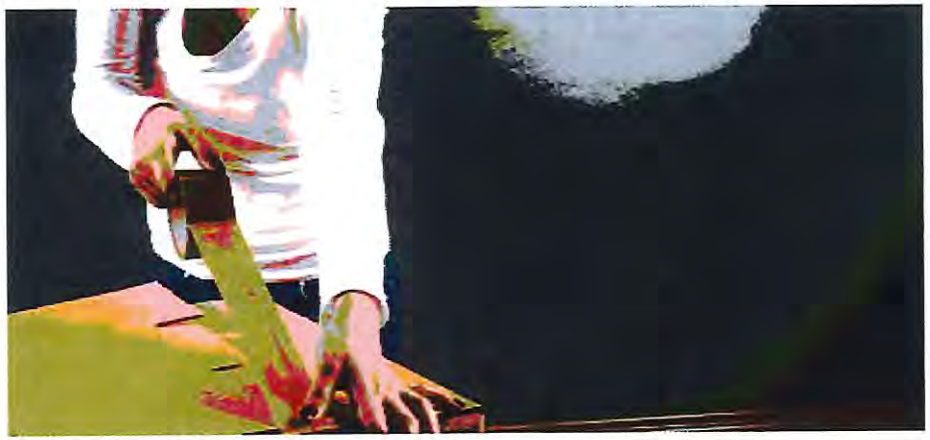
Method B -Actual Cost

By written agreement between the Department, the mover and you, a licensed mover and/or qualified performer of services may be chosen to move your personal property. After services have been completed, the mover will present to you an invoice, receipt, statement, or other acceptable documentation of moving costs which you will forward to the Department. The mover will be paid directly by the Department for all reasonable costs. It may be necessary for more than one mover to complete the move. If so, each must be approved by the Department prior to the move. Reconnection charges for utilities, telephones, TV cable, etc., will be reimbursed based on paid actual costs.

Method C - Self Move

You may choose to move yourself and be reimbursed for actual reasonable expenses incurred, supported by paid receipted bills or other acceptable evidence of costs incurred. Such payments may **not** exceed the estimated **cost of moving commercially**, based on estimates secured by the Department **prior to moving.**

A claim form will be furnished to you, which **paid receipts** must be attached and submitted to the Department for payment. The Department's representative will assist you in processing your claim. Reconnection charges for utilities, telephone, T.V. cable, etc. will also be reimbursed.



Moving Payments-Businesses, Farm Operations, And Nonprofit Organizations

Eligible businesses, farms and nonprofit organizations may be reimbursed for their reasonable and necessary costs of removal, or by moving a reinstallation of personal property by selecting one of the three methods explained below. In hardship cases, arrangements may be made for payment of moving expenses in advance of moving, however, this will only be made after the occupied property has been acquired by the Department. The displaced business, farm or nonprofit organization must provide the Department seven (7) days advance notice of the approximate date of the start of the move or disposition of the personal property.

The expense of removal, reinstallation, reestablishment and modification of machinery, equipment, appliances and other items which have been considered as personalty, including reconnection of utilities to such items, which do not constitute an improvement to the replacement site, are eligible for reimbursement.

Prior to payment of any expenses for removal and reinstallation of such property, the owner and the Department shall agree in writing the property is personalty and the Department is released from any payment for the property as realty. The owners or operators must (Department personnel will assist if needed) prepare and execute a certified inventory of the items to be actually removed and reinstalled. This certified inventory must be prepared and attested to for all moves. If the items listed on the certified inventory deviate to a significant extent from the items actually removed and reinstalled, the amount previously agreed will be revised accordingly.

In addition to Method A- Self Move or Method B- Actual Cost (see below), the following **moving incidentals** will be reimbursed, based on receipted bills, if pre-approved by the Department and are considered reasonable and necessary:

1) licenses
2) permits
3) relettering of signs
4) replacing stationery on hand that is made obsolete may be reimbursed
5) connection to available nearby utilities from the right-of-way to improvements at the replacement site
6) professional services performed prior to the purchase or lease of a replacement site to determine its suitability for the displaced person's business operation including but not limited to, soil testing, feasibility and marketing studies (excluding any fees or commissions directly related to the purchase or lease of such site.) At the discretion of the Department a reasonable pre-approved hourly rate may be established
7) impact fees or one time assessments for anticipated heavy utility usage, as determined necessary by the Department

The method desired must be selected prior to moving by executing a Department form entitled "Application for Moving Costs Benefits." Relocatees will be advised of the amount of estimate prior to signing. The Department's representative must be permitted to make reasonable and timely inspections of the personal property at both the acquired site and the replacement site and to monitor the move. Claims must be filed with the Department within eighteen (18) months of the date of move or date of final payment for the property, whichever is later.

Method A -Self Move

If the relocatees want to take full responsibility for the entire move, they may choose to be reimbursed by Method A, known as the Self-Move Method.

The amount will be based on estimates prepared by the Department and/or qualified moving contractors. The relocatee may elect to submit to the Department paid receipted bills or other evidence of costs incurred to support the costs of the move. In no event will a payment be made in excess of what would have been paid for a move by a commercial mover.

Method B -Actual Cost

An eligible relocatee may elect to be reimbursed by the Moving Contractor Method. The Department will secure at least two (2) estimates from licensed moving contractors and will establish payment based on these estimates. Upon completion of the removal and reinstallation the Department will make payment directly to the contractor.

Alternate Payments In Addition To Method "A" Or "B"

Payment for losses of tangible personal property may be made when it is decided not to move such property. A payment of this type requires a bona fide effort to sell the item(s). Reimbursement will also be made for the reasonable expenses incurred to effect the sale.

Consult the Department's representative if you have personal property which may not be moved or which may be replaced at your new location.

Reestablishment Costs

The owner of a displaced small business, farm, or nonprofit organization is entitled to receive a payment for actual necessary and reasonable expenses to reestablish at a new site.

This payment is limited to $25,000.00 and will only be paid under Methods "A", "B" or actual direct losses of tangible personal property payments.

*Small Business -is a business having not more than 500 employees working at the site being acquired or displaced by a program or project, which site is the location of economic activity. The income generated from the business must have been reported and filed with the IRS and the Georgia Revenue Department in order to be eligible to receive reimbursement of the eligible expenses associated with the reestablishment of the business.

When claiming this expense, the claimant will be required to submit certified copies of their current individual and business income tax returns to the Department for verification and documentation.

Sites occupied solely by outdoor advertising signs, displays or devices do not qualify as a business and are not eligible for the reestablishment expense.

"Economic Activity" is when the site is producing or is capable of producing an ongoing legal financial activity currently in operation or where there has been some kind of economic development produced at or by the residence or building within the last twenty four (24) months prior to the initiation of negotiation for the parcel. A detailed list of the charges that were or will be involved in the reestablishment of the business will be reviewed by the Department and all eligible costs that were actually incurred and paid will be reimbursed, but not to exceed the maximum amount allowed as stated above. These expenses include the following:

1. Repairs or improvements to the replacement real property as required by Federal, State or local law, code or ordinance,
2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business,
3. Construction and installation costs for exterior signing to advertise the business,
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting,
5. Advertisement of replacement location,
6. Estimated increased costs of operation during the first two (2) years at the replacement site for such items as: (a) lease or rental charges,
(b) personal or real property taxes, (c) insurance premiums, and
(d) utility charges, excluding impact fees,
7. Other items that the Department considers essential to the reestablishment of the business.

The following is a non-exclusive listing of reestablishment expenditures not considered to be reasonable, necessary or otherwise eligible:

1. Purchase or construction of capital assets, such as office furniture, filing cabinets, machinery, or trade fixtures.
2. Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
3. Interest on money borrowed to make the move or purchase the replacement property.
4. Payment to a part-time business in the home which does not contribute materially to the household income.
5. Sites occupied solely by outdoor advertising signs, displays or devices.

Actual Reasonable Expenses In Searching For A Replacement Location

The owner of a displaced business, farm, or nonprofit organization may be reimbursed for the actual reasonable expenses in searching for a replacement location, not to exceed two thousand and five hundred dollars ($2,500). Such expenses may include transportation expenses, meals, lodging away from home and the reasonable value of time actually spent in search, including the fees of real estate agents or real estate brokers.
(a) Receipted Bills - All expenses claimed, except the value of time actually spent in search, must be supported by receipted bills.
(b) Time Spent in Search - Payment for a person(s) time actually spent in search must be documented and the hourly wage rate must be reasonable. Also a certified statement of the dates and hours spent searching, including the places visited and the persons contacted, must accompany this claim.

Method C - In Lieu Of "A" Or "B"

In lieu of payment under Methods "A" or "B" and if actual direct losses of tangible personal property are not desired, an owner of a discontinued or relocated business, farm or nonprofit organization may be eligible to receive a payment equal to the past two (2) tax years average annual net earnings.

Such payment shall not be less than one thousand dollars ($1,000.00) nor more than forty thousand dollars ($40,000.00). A person whose sole business at the displacement site (single or multi family units) is the rental of such property will not be eligible for this payment.

For the owner of a business to be entitled to this payment, the Department must determine that:
(1) The business owns or rents personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move; and the business vacates or relocates from its displacement site.
(2) The business cannot be relocated without a substantial loss of its existing patronage (clientele or net earnings).
(3) The business is **not part of a commercial enterprise having more than three other establishments** which are not being acquired by the Department, and which are under the same ownership and are engaged in the same or similar business activity.
(4) The business is not operated at a displacement dwelling solely for the purpose of renting such dwelling to others.
(5) The business is not operated at the displacement site solely for the purpose of renting the site to others.
(6) The business contributed materially to the operator's income during the two (2) taxable years prior to the taxable year displacement occurs as follows:
a. had average annual gross receipts of at least $5,000, or
b. had average annual net earnings of at least $1,000, or
c. contributed at least 33 1/3 percent to the operator's average annual gross income from all sources.

For the owner of a displaced farm operation to be entitled to this payment, the Department must determine that:
(1) The farm operation produces products or commodities in sufficient quantity to be capable of contributing materially (as defined in (6) above) to the operator's support.
(2) The farm operator was required by the acquisition to discontinue his entire farm operation at the present location or required to relocate the entire farm operation.
(3) In the case of a partial acquisition of land which was a farm operation before the acquisition; the payment may be made if it is determined that:
a. The acquisition of part of the land caused the operator to be displaced from the farm operation on the remaining land, or
b. The partial acquisition caused a substantial change in the nature of the farm operation.

For a nonprofit organization to be eligible for this payment, the Department must determine that the nonprofit organization cannot be relocated without a substantial loss of its existing membership or clientele.

Any payment in excess of $1,000.00 must be supported with financial statements for the two twelve-month periods prior to displacement. The amount to be used for any payment by the Department is the average of two (2) years annual gross revenues less administrative expenses.

Payment Determination -Businesses And Farms
The term "average annual net earnings" means one-half of any net earnings of the business or farm before Federal, State and local income taxes, during the two taxable years immediately preceding the taxable year in which the business is relocated. "Average annual net earnings" include any compensation paid by the business or farm to the owner, his spouse, or his dependents during the two-year period. Such earnings and compensation may be established by Federal income tax returns filed by the business or farm and its owner, his/her spouse, and their dependents during the two-year period. In the case of a corporate owner of a business or farm, earnings shall include any compensation paid to the spouse or dependent of the owner of a majority interest in the corporation. For the purpose of determining majority ownership, stock held by a husband, his wife and their dependent children shall be treated as one unit.

A Business or Farm Less Than Two Years
If the business or farm was not in operation for the full two taxable years prior to displacement, net earnings shall be based on the actual period of operation at the displacement site during the two taxable years prior to displacement, projected to an annual rate.

Owner Must Provide Information
For the owner of a business, farm, or nonprofit organization to be entitled to this payment, you must provide information to support the net earnings. City, County, State, or Federal Tax Returns or a certified financial statement prepared by a Certified Public Accountant (C.P.A.) for the tax years in question are the best source of this information and would be accepted, as evidence of earnings.

A representative of the Department will assist businesses, farm operations, nonprofit organizations and owners of other personal property in processing applications and claims.

Replacement Housing Payments To Owners

Displaced owner-occupants of a dwelling may receive payments for the additional costs necessary to purchase comparable replacement housing, compensation for the loss of favorable financing of the existing mortgage in the financing of replacement housing and reimbursement for certain closing costs incidental to the purchase of replacement housing.

A "comparable dwelling" is one which, when compared with the dwelling being acquired, is (a) decent, safe and sanitary; (b) functionally equivalent with particular attention to the number of rooms and living space; (c) in an area not subjected to unreasonable adverse environmental conditions; (d) is not generally less desirable than the dwelling being acquired in regard to public utilities and public and commercial facilities; (e) reasonably accessible to the displacee's place of employment; (f) on a site that is typical in size for residential development with normal site improvements including customary landscaping, excluding special improvements such as outbuildings, swimming pools and greenhouses; (g) available on the market; and (h) within the financial means of the displaced family or individual.

A. Replacement Housing Payment
The replacement housing payment is the difference, if any, between the amount finally paid for the property acquired and the actual cost which the owner paid for a comparable decent, safe and sanitary dwelling, or the amount determined by the Department as necessary to purchase a comparable dwelling, whichever is less.

B. Increased Mortgage Interest Costs
You will be reimbursed for increased interest costs if the interest rate on your new mortgage exceeds that of your present mortgage. The interest rate on the new mortgage used in determining the amount of the payment shall not exceed the prevailing fixed interest rate for conventional mortgages currently charged by mortgage lending institutions in the area in which the replacement dwelling is located. To be eligible, your acquired dwelling must have been encumbered by a bona fide mortgage which was a valid lien for at least 180 days prior to the initiation of negotiations and the mortgage was for the purchase of or improvements to the dwelling.

You may also be eligible for reimbursement of purchaser points and/or loan origination fees, when such fees are normal to real estate transaction in your area (payment will be based on the remaining balance of the mortgage on the acquired property).

C. Closing Costs
You may also be reimbursed for other expenses such as reasonable costs incurred for title search, recording fees and certain other closing costs, but not including prepaid expenses such as real estate taxes and property insurance.

Owner Retains His Dwelling And Uses It As Replacement Dwelling

It is possible for an owner to retain the present dwelling, move it from the right of way and use it for replacement housing. Please contact the Department's representative for details.

Replacement Housing Payment Eligibility

Owner-Occupant for 90 Days or More
To be eligible for replacement housing payments the displacee must have owned and occupied the dwelling for not less than 90 consecutive days immediately prior to the first formal contact to acquire the property*.

* *Initiation of negotiations*

In addition, you must purchase and occupy a decent, safe and sanitary replacement dwelling, within one year of the date you move, receive final payment for the displacement dwelling or the date the required amount is deposited in court, whichever is later. Application for the replacement housing payment should be made as soon as possible after replacement housing is purchased and must be made on a form furnished by the Department. The claim for payment must be filed within 18 months after date of displacement or date of final payment, whichever is later.

Replacement dwellings must be decent, safe and sanitary. In brief, this means that the replacement dwelling conforms to State and Local building plumbing, electrical, housing and occupancy codes or ordinances, or in the absence of such codes it meets similar criteria established by the Department. The Department's representative will furnish a copy of these requirements. The replacement dwelling must be inspected by a representative from the Department to see that it meets these standards prior to payment.

Inspection Should Be Made Before Any Agreement To Buy Or Rent Replacement Housing Is Made.

In the event the replacement dwelling does not meet these standards, the displacee will be advised in writing of the deficiencies. It is not necessary to buy a comparable house in order to qualify for a supplemental payment, but the replacement dwelling must be decent, safe and sanitary.

If a relocatee elects to construct a new replacement dwelling, the payment will be based on the cost of comparable housing as determined by the Department or the cost of construction whichever is less. For benefits purposes, construction documents are needed prior to any commitment to build.
Upon request, the Department will verify to any interested party the eligibility of the relocatee for Replacement Housing Payments and the amount of such payment. In addition, the replacement housing payment, closing costs and increased interest costs may be paid at the closing of your replacement dwelling. The Department's representative will advise you of the Department's procedure.

Rental Payments - Down Payments Owners And Tenants

Tenants, owners who prefer to rent, or owners who occupied their dwelling for less than 90 days prior to the initiation of negotiations may be entitled to a supplemental payment to assist them in renting a replacement dwelling if they occupied the property for at least 90 days prior to the initiation of negotiations.

The payment will equal the difference, as determined by the Department, between the cost of renting a comparable, decent, safe and sanitary dwelling and the actual or economic rent of the acquired property. The amount of rental payment is determined by subtracting 42 times the average rent being paid during the last three (3) months or the economic rent from the rental cost over forty two (42) months at the comparable property. Utilities will be included in the rental for the acquired property and the comparable replacement property when making this calculation. The rental payment will normally be paid in a lump sum unless the Department determines otherwise. To qualify for the payment you must rent and occupy a decent, safe and sanitary dwelling within twelve (12) months of the date you move, and claim for payment must be filed within eighteen (18) months of the date you move.

If you rent a sleeping room, the supplemental rent payment, if any, will be based on the rent for a comparable sleeping room. The standards of being decent, safe and sanitary will apply; however, a kitchen area need not be provided. Lavatory and toilet facilities must be provided including a door for privacy which can be locked.

A tenant and short term owner may elect to purchase replacement housing. In that event, they may qualify for a down payment on a comparable decent, safe and sanitary dwelling if the Department has determined, computed and has made the displacee a rental supplement payment offer.

The displacee does not qualify for a down payment assistance amount if he/she was not eligible to receive a rent supplement payment amount. The down payment replacement housing payment is not to exceed the amount of the rent supplement, if any, described above including any eligible closing costs (Election to purchase must be made within twelve (12) months of the date moved, when converting a rent supplement to down payment.)

Mobile Homes

Occupants of mobile homes are basically entitled to the same moving and replacement housing payments as occupants of a conventional dwelling.

The various choices and combinations of payments are too numerous to list; however, relocatees who occupy a mobile home will be contacted and advised of the choices, amounts and procedures to claim the moving cost and replacement housing payments.

Subsequent Occupants

Persons in occupancy when property is acquired by the Department, but who do not qualify as a 90 day occupant prior to the initiation of negotiations, are eligible for advisory services and reimbursement of moving expenses. Also, they may be eligible for financial assistance in obtaining replacement housing if comparable housing is not available within their financial means.

Replacement Housing Payments In The Event Of Condemnation

Since replacement housing payments are determined partially from the amount paid by the Department for the property acquired, a final determination of payment due cannot be made in the event of condemnation until the condemnation has been settled. The replacement housing payment will be recomputed based on the verdict by the court compared to the actual price paid for replacement property, or the amount determined by the Department necessary to acquire a comparable decent, safe and sanitary dwelling, whichever is less. An advance payment may be made by the Department pending the final determination of condemnation. Such payment would be limited to the amount determined by the Department. The owner must execute a promissory note and Deed to Secure Debt in the amount of the advance payment on the replacement property before an advance payment is made. Should the recomputation of benefits due result in a decrease of payment, the difference would have to be refunded to the Department. Should the recomputed benefits result in an increase the additional payment will be made by the Department.

Effects Of Relocation Assistance Benefits On Income

No relocation payment received will be considered as income for the purpose of the Internal Revenue Code or for the purposes of determining eligibility or the extent of eligibility of any person for assistance under the Social Security Act or any other Federal law.

Appeals

(Relocation Assistance & Incidental Expenses)
Any disagreement on eligibility for, or the amounts of, relocation payments and expenses to transfer title to the Department may be appealed. An appeal should be made as soon as you feel aggrieved, but the latest an appeal may be filed is twelve (12) months from the date you received written notification of the Department's determination of your eligibility or amounts of payment.

The appeal will be handled by the Department or Local Acquiring Agency in accordance with Federal law (42 USC 4601 et seq.) and the Georgia Administrative Procedures Act (Georgia Code Chapter 50-13) in the following manner:

1. Upon receipt of the appeal all determinations of benefits will be administratively reviewed by the Department. Prompt notification of the results of the Department review will be provided.

2. If, after the Departmental review, a further review is desired, a request in writing must be made to the Office of State Administrative Hearings.
3. If the decision of the Office of State Administrative Hearings is unsatisfactory to the Appellant or the Department, either party may submit a request to the Department of Transportation for an agency review.

In the event the property being acquired by the Department is pending final judgment due to condemnation and the appeal pertains to the cost of replacement housing, the appeal findings will only determine the cost of replacement housing. No payment can be determined until final judgment at which time the Department will use this cost in computing the amount of Replacement Housing Payment.

1968 Fair Housing Law

EQUAL HOUSING LENDER

In Title VIII of the Civil Rights Act of 1968 (the Fair Housing Law), Congress declared a national policy of providing fair housing throughout the United States. This law and later Acts and amendments make discrimination based on race, color, religion, sex, or national origin illegal in connection with the sale or rental of most housing and any vacant land offered for residential construction or use.

The Americans With Disabilities Act Of 1992

The Americans with Disabilities Act, of 1992 requires non-discrimination on the basis of Disability in State and Local Government Services. Therefore, no individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the service or activities of a public entity or be subjected to discrimination by any such entity. If you have any questions regarding this Act, contact or write the following individual:

Right of Way Relocation Manager
Georgia Department of Transportation
600 West Peachtree Street, N.W.
Atlanta, Georgia 30308
404.347.0159

Control Of Right Of Way

Right of Way conveyed to the Department for public road purposes must be utilized for that purpose exclusively, except such encroachments as may be permissible by permit from the Department. The adjacent land owner or other individuals are not permitted to use the right of way for permanent parking, storage of materials, display of merchandise, erection of signs, fences, or other structures. Prior to planning construction adjacent to the right of way, the owner should contact the appropriate District Engineer as listed in this brochure to obtain application forms for an entrance permit. His office will provide assistance in securing permissible entrances not specifically provided for on the construction plans. On Limited Access Projects, no entrances are permissible across the limited access right of way.

Environmental Law

The purchase of property by the Department of Transportation does not limit Environmental responsibility of either the Grantee of Grantor under Federal 40 CFR 280.12 or other applicable State or Federal Environmental Laws.

Georgia Department Of Transportation District Offices

The map shown in this booklet indicates the location of the Department's District Offices at which you may obtain additional information regarding the regulations outlined in this booklet.

District Map

District Engineer Contact Numbers:

District One
770-532-3526
Gainesville

District Two
478-552-4601
Tennille

District Three
706-646-6500
Thomaston

District Four
229-386-3280
Tifton

District Five
912-427-5700
Jesup

District Six
770-387-3602

District Seven
770-936-1011
Chamblee

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bgjackson

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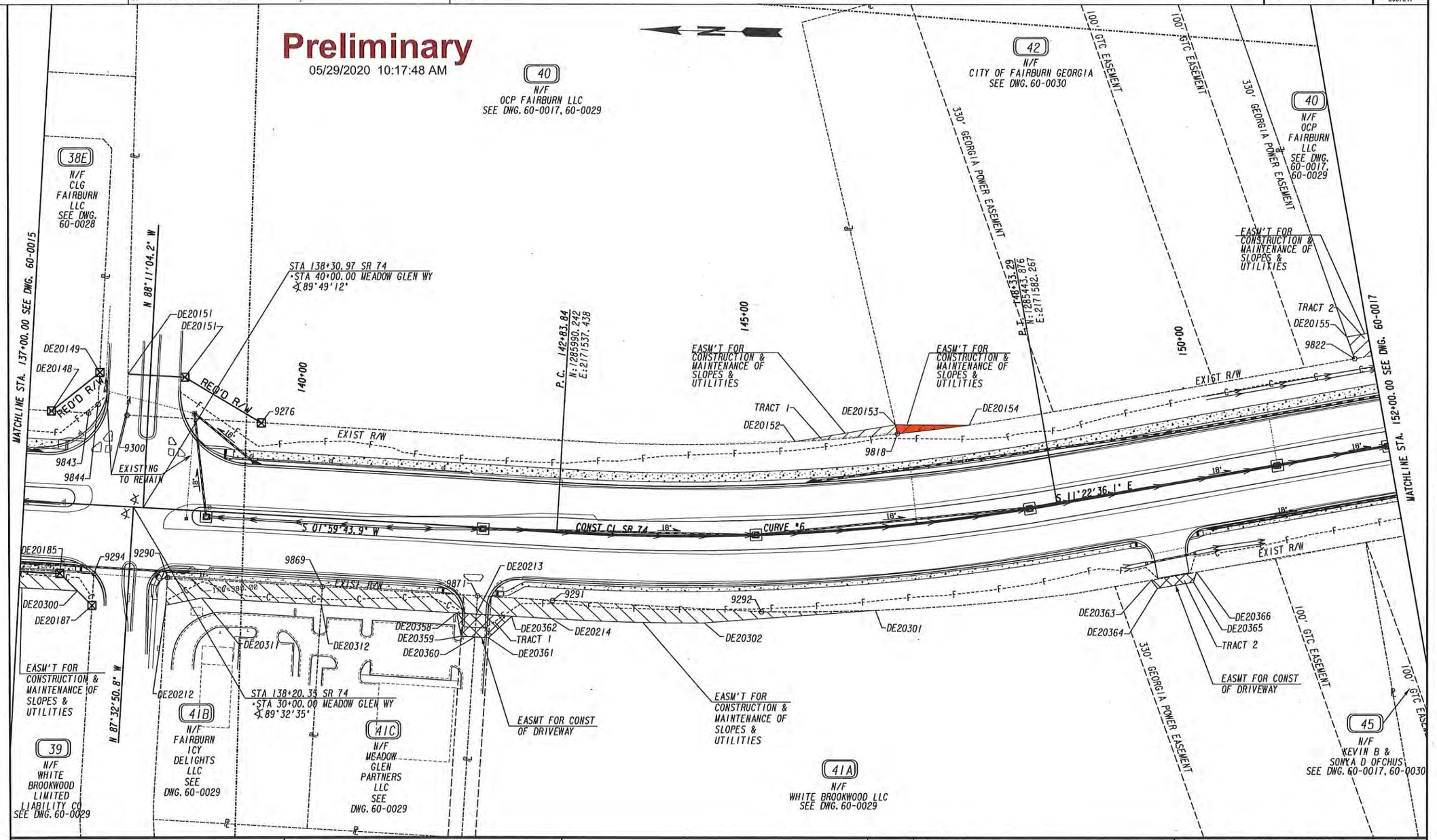

PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	C F
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET
0 50 100 200

TranSystems
260 Peachtree Street NW
Suite 800
Atlanta, Georgia 30303
Tel 678.244.9730
Fax 770.216.1734
www.transystems.com

DATE	REVISIONS
05/17/19	REM PAR 38, 41 & ADD PAR 38E, 41A, 41B, 41C
05/17/19	REV REQ'D R/W & EASM'T PAR 39, 40
05/17/19	REM REQ'D R/W & REV EASM'T PAR 42
05/17/19	REV REQ'D R/W PAR 45

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PLAN

PROJECT NO: CSNHS-0007-00(841)
COUNTY: FULTON
LAND LOT NO: 12, 13, 27
LAND DISTRICT: 9F
GMD 1134
DATE 5/22/18 SH 16 OF 31

DRAWING No.
60-0016

7/31/2015 GRMPLN

42
N/F
CITY OF FAIRBURN GEORGIA
SEE DWG. 60-0016

PARCEL 42 REQ'D EASM'T. FOR CONSTRUCTION & MAINTENANCE OF SLOPES & UTILITIES

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
9818	100.00 L	146+66.86	SR 74/SENOIA RD.
	10.08	N 75°24'59.4" E	
DE20153	110.00 L	146+65.53	SR 74/SENOIA RD.
	81.32	S 1°15'32.4" E	
DE20154	100.00 L	147+50.00	SR 74/SENOIA RD.

ARC LENGTH = 79.60
CHORD BEAR = N 8°20'16.8" W
LNTH CHORD = 79.60
RADIUS = 2254.22
DEGREE = 2°32'30.2"

9818	100.00 L	146+66.86	SR 74/SENOIA RD.

REQD EASMT = 417.50 SF
REQD EASMT = 0.010 ACRES

45
N/F
KEVIN B & SONYA D OFCHUS
SEE DWG. 60-0016, 60-0017

PARCEL 45 REQ'D R/W

PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20188	100.00 R	153+07.00	SR 74/SENOIA RD.
	293.00	S 11°22'36.1" E	
DE20191	100.00 R	156+00.00	SR 74/SENOIA RD.
	170.00	S 78°37'23.9" W	
DE20190	270.00 R	156+00.00	SR 74/SENOIA RD.
	150.00	N 11°22'36.1" W	
DE20373	270.00 R	154+50.00	SR 74/SENOIA RD.
	10.00	S 78°37'23.9" W	
DE20372	280.00 R	154+50.00	SR 74/SENOIA RD.
	25.00	N 11°22'36.1" W	
DE20371	280.00 R	154+25.00	SR 74/SENOIA RD.
	10.00	N 78°37'23.9" E	
DE20370	270.00 R	154+25.00	SR 74/SENOIA RD.
	118.00	N 11°22'36.1" W	
DE20189	270.00 R	153+07.00	SR 74/SENOIA RD.
	170.00	N 78°37'23.9" E	
DE20188	100.00 R	153+07.00	SR 74/SENOIA RD.

REQD R/W = 50060.00 SF
REQD R/W = 1.149 ACRES
REMAINDER = +/- 7.414 ACRES

46
N/F
AMSDELL STORAGE VENTURES 52 LLC
SEE DWG. 60-0017

PARCEL 46 DRWY. EASM'T.

PNT	OFFSET/	STATION/	ALIGNMENT
DE20219	100.00 R	158+25.00	SR 74/SENOIA RD.
DE20237	100.00 R	159+45.00	SR 74/SENOIA RD.
DE20236	130.00 R	159+15.00	SR 74/SENOIA RD.
DE20235	130.00 R	158+45.00	SR 74/SENOIA RD.
DE20219	100.00 R	158+25.00	SR 74/SENOIA RD.

Preliminary
05/29/2020 10:24:12 AM

PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

DATE	REVISIONS	DATE	REVISIONS
05/17/19	REM REQD R/W & REV EASM'T PAR 42		
05/17/19	REV REQD R/W PAR 45		
05/17/19	REV OWNER & EASM'T & REM REQ'D R/W PAR 46		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: CSNHS-0007-00(841)
COUNTY: FULTON
LAND LOT NO:
LAND DISTRICT:
GMD
DATE SH 30 OF 31
DRAWING No. 60-0030

3/6/2020 2:14:29 PM GPLOT-V8 0007841_23

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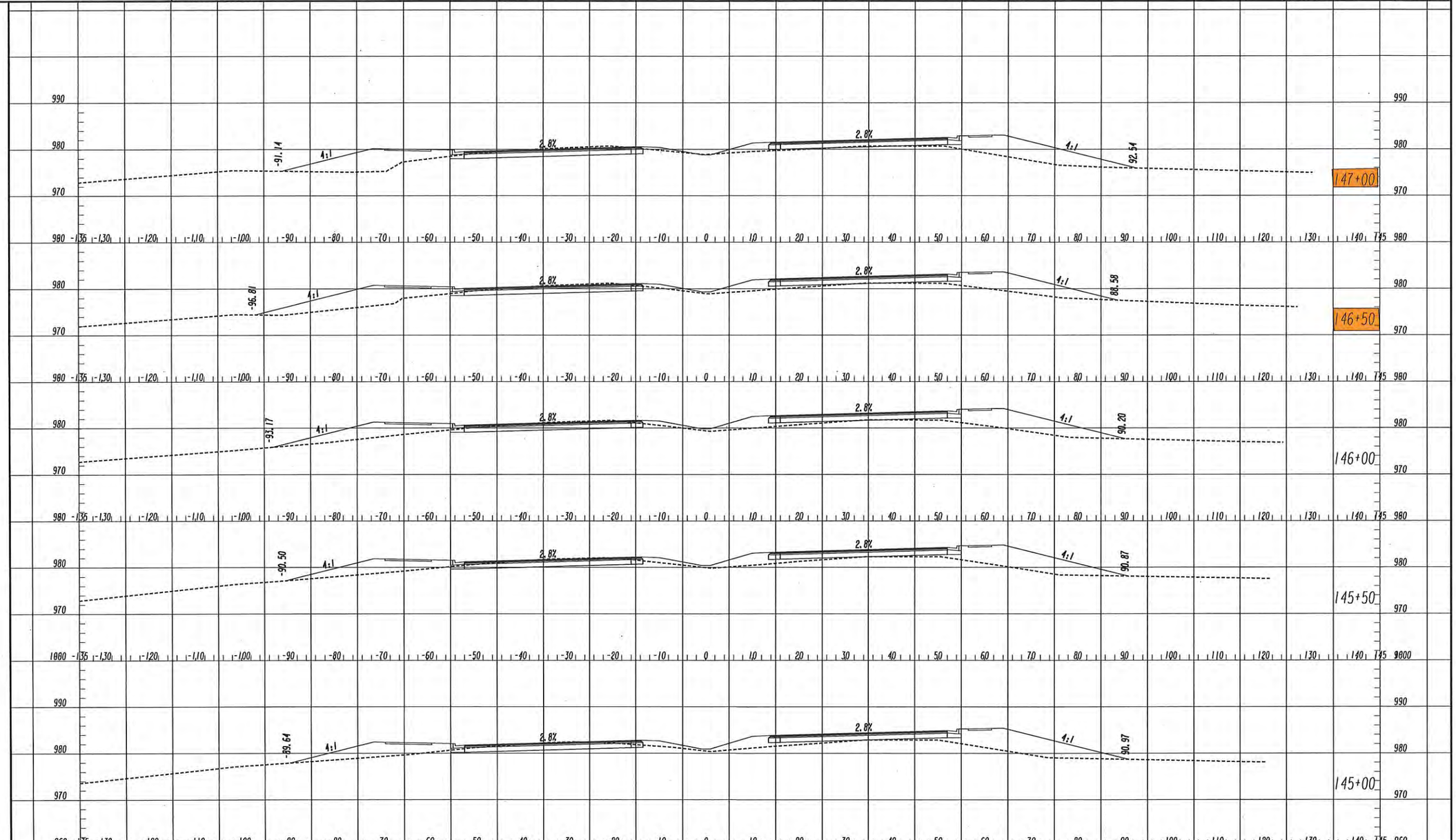
P.I. No. 0007841



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SR 74/SENOIA ROAD

TranSystems
260 Peachtree Street NW
Suite 800
Atlanta, Georgia 30303
Tel 678.244.9730
Fax 770.216.1734
www.transystems.com

SCALES:
HORIZ. 1"=10'
VERT. 1"=10'

REVISION DATES

CROSS SECTIONS
SR 74/SENOIA RD.
INTERCHANGE IMPROVEMENTS
PROJECT: CSHNS-0007-00(841)
COUNTY: FULTON

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING No. 23-0025

7/31/2015 SUYSEW

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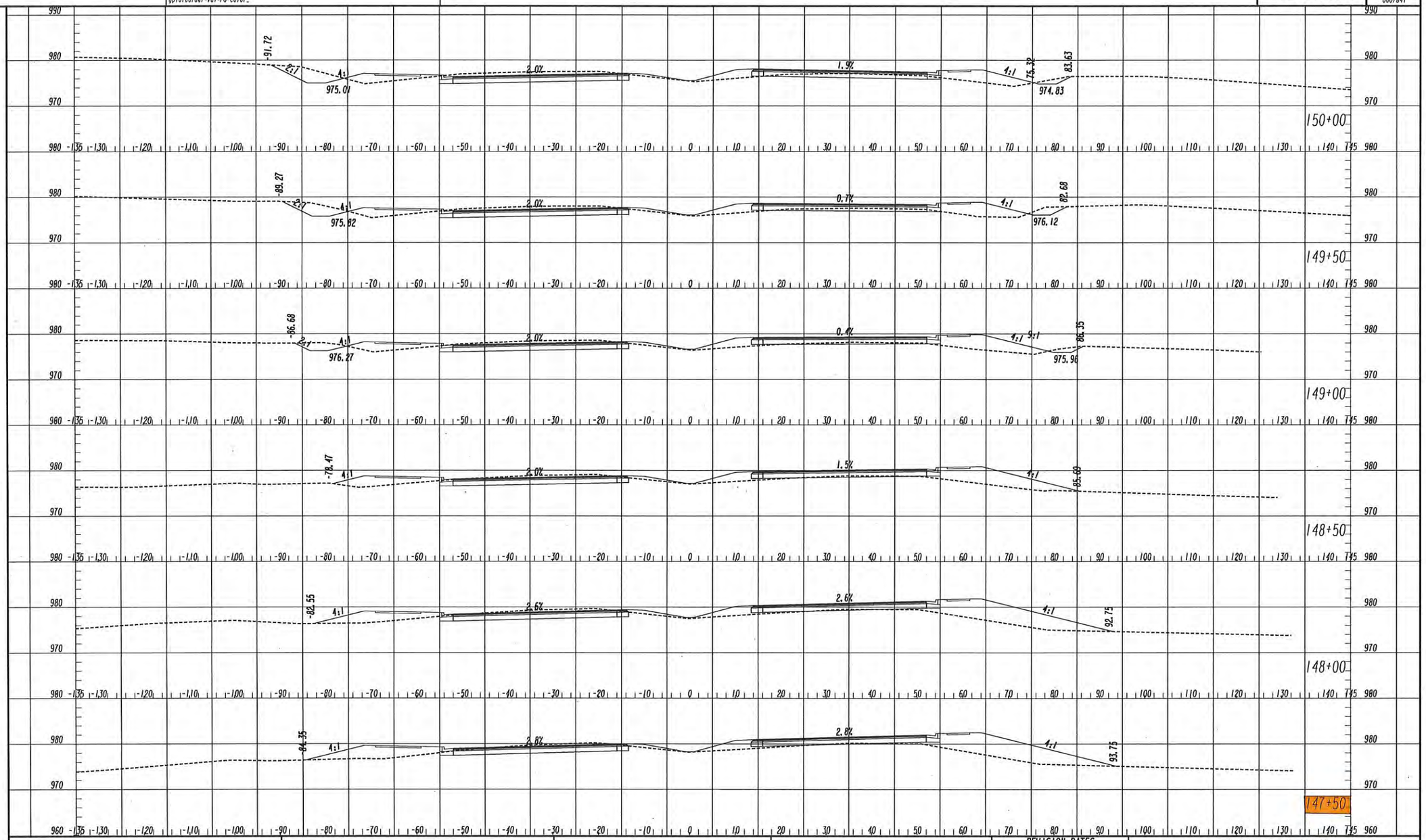
jgleljedel gplotborder-V81-PO-color_

P.I. No. 0007841



Preliminary
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SR 74/SENOIA ROAD

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Atlanta, Georgia 30303
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SCALES:
HORIZ. 1"=10'
VERT. 1"=10'

REVISION DATES

CROSS SECTIONS
SR 74/SENOIA RD.
INTERCHANGE IMPROVEMENTS
PROJECT: CSHWS-0007-00(841)
COUNTY: FULTON

CHECKED:		DATE:	
BACKCHECKED:		DATE:	
CORRECTED:		DATE:	
VERIFIED:		DATE:	

DRAWING No. 23-0026

7/31/2015 SUXSEW

RESOLUTION (JUNE 22, 2020) OF THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA IN SUPPORT OF LEGISLATION PENDING IN THE GEORGIA GENERAL ASSEMBLY (HOUSE BILL 426), WHICH WOULD DEFINE HATE CRIMES AND PROVIDE FOR ENHANCED CRIMINAL PENALTIES FOR INDIVIDUALS WHO COMMIT HATE CRIMES WITHIN THE STATE OF GEORGIA

WHEREAS, in 2019, the Georgia House of Representatives, with bipartisan support, approved House Bill 426, which would define hate crimes and provide for enhanced criminal penalties for individuals who commit hate crimes within the State of Georgia; and

WHEREAS, Georgia is one of only four (4) states that has no hate crime law; and

WHEREAS, the carrying out of acts of violence and criminal misconduct against persons and/or their property because of that person's race, color, religion, national origin, sexual orientation, gender, mental or physical disability is abhorrent to our democracy and the belief in economic and social equality; and

WHEREAS, House Bill 426 is now pending in the Georgia Senate; and

WHEREAS, more than sixty (60) major businesses, professional sports teams and organizations in Georgia have called upon members of the Georgia Senate to approve House Bill 426 during the 2021 Session; and

WHEREAS, passage of House Bill 426 by the Georgia Senate would show that the State of Georgia is serious and committed to fighting against those who would use hate as the basis for harming others and/or their property; and

WHEREAS, the Mayor and City Council of the City of Fairburn, Georgia desires to show its full and unambiguous support for House Bill 426; and

WHEREAS, the Mayor and City Council urges that the Georgia Senate vote on and adopt House Bill 426 immediately upon commencement of the 2021 Session; and

WHEREAS, the Mayor and City Council urges the Governor of the State of Georgia to immediately sign and enact into law House Bill 426 upon its approval in the Georgia Senate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRBURN, GEORGIA, and it is hereby Resolved by the authority of same, as follows:

Section 1. Adoption of House Bill 426 by the Georgia Senate.

The Mayor and City Council applauds the Georgia House of Representatives' adoption of House Bill 246 and strongly urges and supports the adoption of House Bill 246 by the Georgia Senate.

Section 2. Support of Immediate Action to Approve House Bill 426.

The Mayor and City Council strongly urges and supports the adoption of House Bill 246 by the Georgia Senate immediately upon the commencement of the 2021 Session.

Section 3. Support of Immediate Action by Georgia Governor Brian Kemp.

The Mayor and City Council strongly urges and supports Governor Brian Kemp's signature and enactment of House Bill 426 immediately upon its approval by the Georgia Senate.

Section 4. Distribution.

A copy of this Resolution in its approved and executed form shall be forwarded to all members of the Georgia House and Senate representing any portion of Fulton County or the City of Fairburn; to others members of the Georgia General Assembly as might be identified by the Mayor or any member of City Council, as well as to the Governor, Lieutenant Governor and Speaker of the Georgia House of Representatives.

[Signatures at Next Page]

This 22 day of June, 2020.

CITY OF FAIRBURN, GEORGIA

Elizabeth Carr-Hurst, Mayor

Ulysses J. Smallwood, Mayor Pro Tem

Linda J. Davis, Councilmember

Alex Heath, Councilmember

Hattie Portis-Jones, Councilmember

Pat Pallend, Councilmember

James Whitmore, Councilmember

ATTEST:

Arika Birdsong-Miller, City Clerk

Approved:

Randy Turner, City Attorney

House Bill 426 (COMMITTEE SUBSTITUTE)

By: Representatives Efstration of the 104th, Smyre of the 135th, Bennett of the 94th, Silcox of the 52nd, Drenner of the 85th, and others

A BILL TO BE ENTITLED

AN ACT

To amend Article 1 of Chapter 10 of Title 17 of the Official Code of Georgia Annotated, relating to procedure for sentencing and imposition of punishment, so as to repeal certain provisions regarding the sentencing of defendants for crimes involving bias or prejudice; to provide criteria for imposition of punishment for defendants who select their victims based upon certain biases or prejudices; to provide the sanctions for such crimes; to provide for related matters; to repeal conflicting laws; and for other purposes.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

SECTION 1.

Article 1 of Chapter 10 of Title 17 of the Official Code of Georgia Annotated, relating to procedure for sentencing and imposition of punishment, is amended by repealing Code Section 17-10-17, relating to sentencing of defendants guilty of crimes involving bias or prejudice, circumstances, and parole, in its entirety and inserting in lieu thereof a new Code section to read as follows:

"17-10-17.

(a) Subject to the notice requirement provided in Code Section 17-10-18 and in enhancement of the penalty imposed, if the trier of fact determines beyond a reasonable doubt that the defendant intentionally selected any victim or group of victims or any property as the object of the offense because of the actual or perceived race, color, religion, national origin, sexual orientation, gender, mental disability, or physical disability of such victim or group of victims, the judge imposing sentence shall:

(1) If the offense for which the defendant was convicted is a misdemeanor, impose a sentence of imprisonment for a period of not less than three nor more than 12 months, and a fine not to exceed $5,000.00;

(2) If the offense for which the defendant was convicted is a misdemeanor of a high and aggravated nature, impose a sentence of imprisonment for a period of not less than six nor more than 12 months, and a fine not to exceed $5,000.00; or

27 (3) If the offense for which the defendant was convicted is a felony, impose a sentence
28 of imprisonment for a period of not less than two years.
29 (b) The judge shall state when he or she imposes the sentence the amount of the increase
30 of the sentence based on the application of subsection (a) of this Code section."

31 **SECTION 2.**

32 All laws and parts of laws in conflict with this Act are repealed.