

Council Meeting- Zoom

(929) 205-6099

Meeting ID 9531403976, password 564127

June 8, 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:

Councilman James Whitmore

IV. Discussion:

1. Donation of \$10,000 for dog park in Duncan Park
2. Fairburn's pool and parks reopening dates
3. Resolution for Georgia Hate Crimes Bill

V. Adoption of City Council Minutes:

Councilmembers

- May 11, 2020 Special Telephonic Council Meeting

VI. Adoption of the City Council Agenda:

Councilmembers

VII. Agenda Items:

1. Office of the Mayor

For Mayor and Council to appoint Downtown Development Authority Member.

2. Office of the Mayor

For Mayor and Council to appoint Board of Appeals Members.

3. Office of the Mayor

For Mayor and Council to approve the Letter of Agreement with Dickerson Communications (Public Relations).

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.

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.

6. Community Development

Mr. Lester Thompson

For Mayor and Council to approve Task Order #8 with Pond & Company for Professional Engineering & Landscaping Architectural Services.

7. Community Development

Mr. Lester Thompson

For Mayor and Council to approve the CDBG, Dodd Street Pedestrian Improvements Project Contract Award.

8. Planning and Zoning

Ms. Tarika Peeks

For Mayor and Council to approve the Execution of the Sanitary Sewer & Drainage Easement Agreement located on Nowell Drive (Wendover Housing Partners).

VIII. Council Comments

Councilmembers

IX. Adjournment

Councilmembers

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

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

To whom it may concern:

I was diagnosed with a brain tumor in August 2018. After recovery from surgery, radiation, and learning to manage ongoing chemo, I started working on putting my affairs in order. Because of my love for and work with dogs, I realized that a dog park in Fairburn would be a perfect legacy.

I am prepared to donate \$10,005 at this time.

This donation is given with the understanding that it will be used exclusively for the establishment and/or maintenance of a dog park in Fairburn.

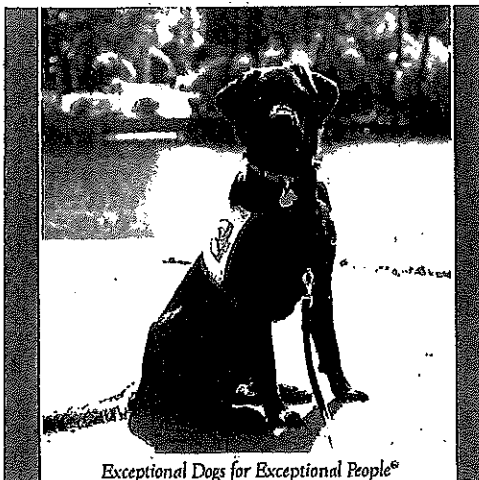
Deborah Mullis
Deborah Mullis

5/13/2020

770 363 1993

debbie@mullis.com

Canine Companions
for Independence®



Exceptional Dogs for Exceptional People®

2020

Chip In for Canines



Fairburn Parks and Recreation Action Plan for Semi-Opening

Target Date: June 15, 2020

Duncan Park

Open walking trails at Duncan Park.

Close off basketball courts (remove rims)

Close off playground (key lock)

Close pool and spray pool

Tennis courts leave open

Football field keep closed

Baseball fields close off no organized play.

Youth Center keep closed until school open (No summer camps) except meetings for planning.

Close observation docks

Pavilions plan opening for September 1, 2020

Signage- Post signage along walking paths indicating the 6 feet distance rules applies unless a family is walking.

Post warning signs on COVID-19 for participants entering the park.

Police monitoring is essential for the park opening and closing time.

Building and grounds continue to provide ongoing maintenance services.

Avery Park

Avery Park leave open.

Cora Robinson Park

Cora Robinson playground and Gazebo keep closed.

****These suggestions are centered around the CDC guidelines for reopening facilities and programming.**

Coronavirus Disease 2019 (COVID-19)

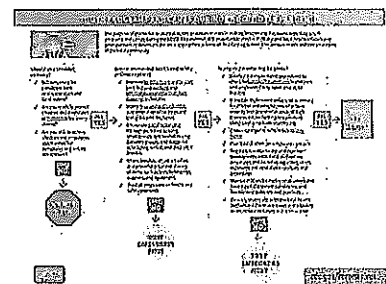
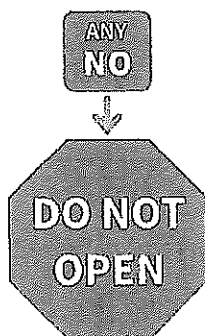
Youth Programs and Camps Decision Tool

Public Health Considerations for Reopening Youth Programs and Camps During the COVID-19 Pandemic

The purpose of this tool is to assist directors or administrators in making (re)opening decisions regarding youth programs and camps during the COVID-19 pandemic. It is important to check with state and local health officials and other partners to determine the most appropriate actions while adjusting to meet the unique needs and circumstances of the local community.

Should you consider opening?

- Will reopening be consistent with applicable state and local orders?
- Are you ready to protect children and employees at higher risk for severe illness?
- Are you able to screen children and employees upon arrival for symptoms and history of exposure?



Youth programs and camps decision tool [PDF - 1 page]

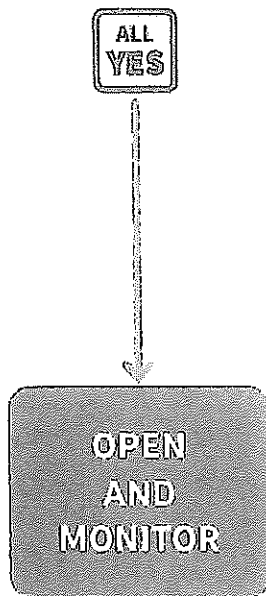
Are recommended health and safety actions in place?

- Promote healthy hygiene practices such as hand washing and employees wearing a cloth face covering, as feasible
- Intensify cleaning, disinfection, and ventilation of facilities and transport vehicles/buses
- Encourage social distancing through increased spacing, small groups, and limited mixing between groups, and staggered scheduling, arrival, and drop off, if feasible
- Where feasible, adjust activities and procedures to limit sharing of items such as toys, belongings, supplies, and equipment
- Train all employees on health and safety protocols



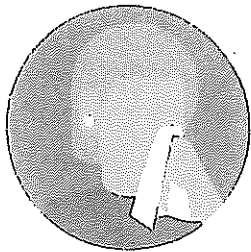
Is ongoing monitoring in place?

- Develop and implement procedures to check for signs and symptoms in children and employees daily upon arrival, as feasible
- If feasible, implement enhanced screening for children and employees who have recently been present in areas of high transmission, including temperature checks and symptom monitoring
- Encourage anyone who is sick to stay home
- Plan for if children or employees get sick
- Regularly communicate and monitor developments with local authorities, employees, and families regarding cases, exposures, and updates to policies and procedures
- Monitor child and employee absences and have a pool of trained substitutes, and flexible leave policies and practices
- Be ready to consult with the local health authorities if there are cases in the facility or an increase in cases in the local area



How to Protect Yourself and Others

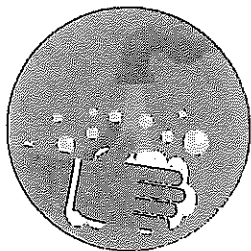
Know how it spreads



- There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
- **The best way to prevent illness is to avoid being exposed to this virus.**
- The virus is thought to spread mainly from person-to-person:
 - » Between people who are in close contact with one another (within about 6 feet).
 - » Through respiratory droplets produced when an infected person coughs, sneezes or talks.
 - » These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.
 - » Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

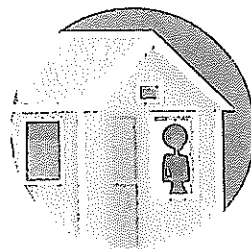
Everyone should

Clean your hands often

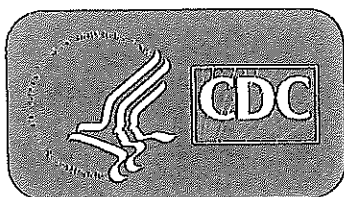


- **Wash your hands** often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, **use a hand sanitizer that contains at least 60% alcohol.** Cover all surfaces of your hands and rub them together until they feel dry.
- **Avoid touching your eyes, nose, and mouth** with unwashed hands.

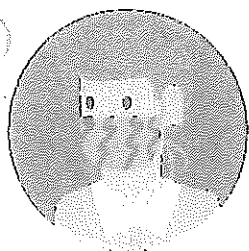
Avoid close contact



- **Stay home if you are sick.**
- **Avoid close contact** with people who are sick.
- **Put distance between yourself and other people.**
 - » Remember that some people without symptoms may be able to spread virus.
 - » This is especially important for **people who are at higher risk of getting very sick.** www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-higher-risk.html

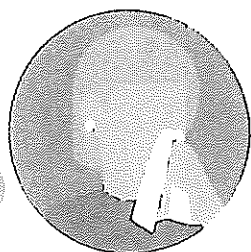


Cover your mouth and nose with a cloth face cover when around others



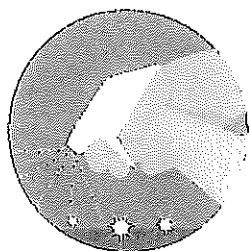
- You could spread COVID-19 to others even if you do not feel sick.
- Everyone should wear a cloth face cover when they have to go out in public, for example to the grocery store or to pick up other necessities.
 - » Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.
- The cloth face cover is meant to protect other people in case you are infected.
- Do **NOT** use a facemask meant for a healthcare worker.
- Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.

Cover coughs and sneezes



- If you are in a private setting and do not have on your cloth face covering, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Throw used tissues in the trash.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60% alcohol.

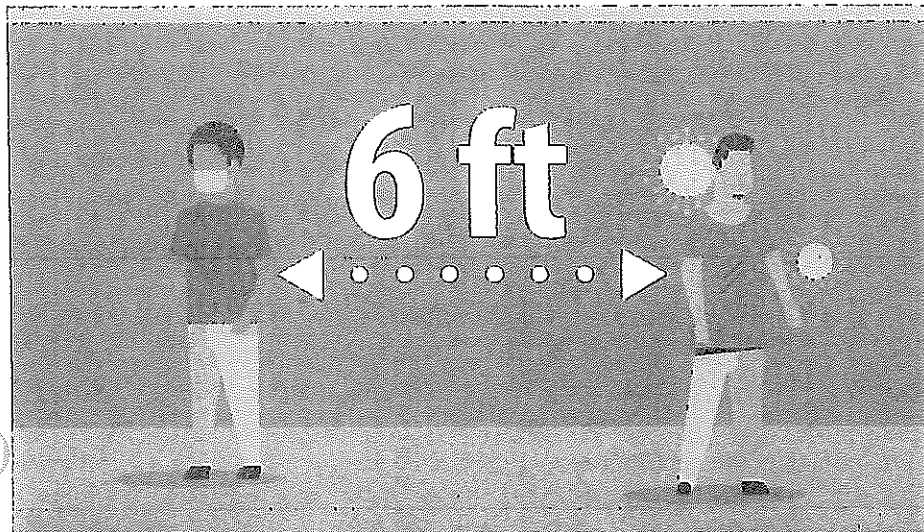
Clean and disinfect



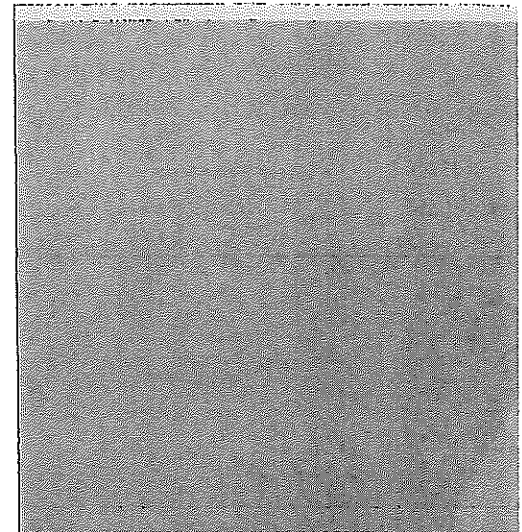
- Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks. www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html
- If surfaces are dirty, clean them: Use detergent or soap and water prior to disinfection.
- Then, use a household disinfectant. You can see a list of [EPA-registered household disinfectants here](#).

Stop the Spread of COVID-19

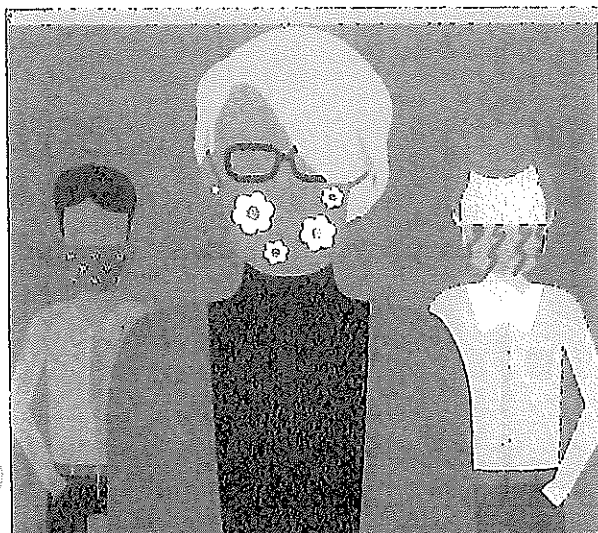
Help prevent the spread of respiratory diseases like COVID-19.



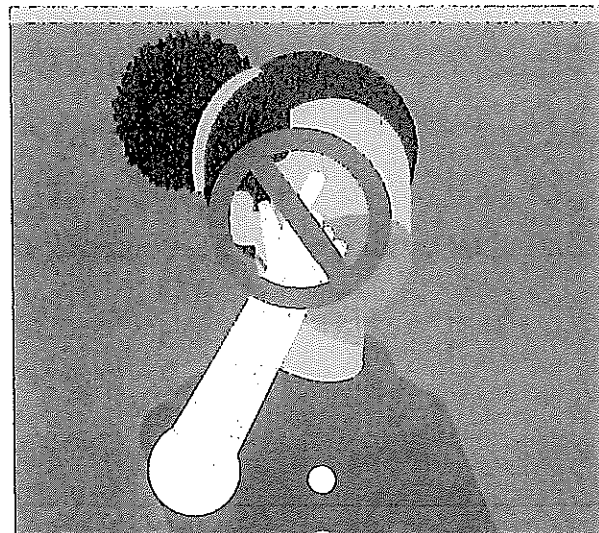
Stay at least 6 feet
(about 2 arms' length)
from other people.



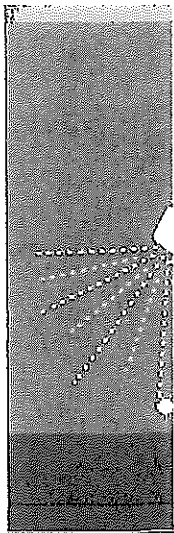
Cover your cough or sneeze with
tissue, then throw it away
in the trash and wash your hands.



When in public, wear a
cloth face covering over
your nose and mouth.



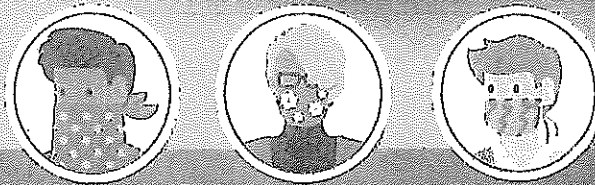
Do not touch your
eyes, nose, and mouth.



Clean your hands
frequently with soap and water.

Face Covering Do's and Don'ts:

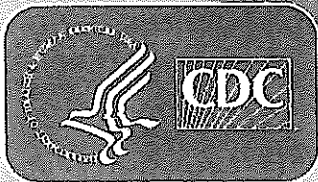
DO:



- ✓ Make sure you can breathe through it
- ✓ Wear it whenever going out in public
- ✓ Make sure it covers your nose and mouth
- ✓ Wash after using

DON'T:

- ✗ Use if under two years old
- ✗ Use surgical masks or other PPE intended for healthcare workers



[cdc.gov/coronavirus](https://www.cdc.gov/coronavirus)

RETURN TO PLAY

COVID 19 RISK ASSESSMENT TOOL



To help delay and mitigate the spread of COVID-19, governments across the world are encouraging people to stay at home when possible and adopt physical distancing and special hygiene measures in public.

Concurrently, health experts recognize the role of outdoor recreation and exercise in promoting mental health, physical fitness, and cognitive development. Indeed, the Centers for Disease Control and Prevention recommends daily physical activity for both children (60 minutes a day) and adults (30 minutes a day).

So, how can people exercise and return to play in a manner that minimizes the prospect of contracting or transmitting the virus? This general informational resource, created by the Aspen Institute with the support of medical experts, is designed to help people of all ages assess risk in a variety of common sport and recreational activities.



The CDC currently recommends no organized sports or activities, given the many challenges of containing the virus in group settings. So, priority consideration in this document is given to lower-risk forms of participation, most of which involve free play or individual training. As COVID-19 restrictions lift and organized activities return, additional insights will be added.

Two Aspen Institute programs partnered to develop this resource:



The **Sports & Society Program's** mission is to convene leaders, foster dialogue, and inspire solutions that help sport serve the public interest. Since 2011, the program has provided a venue where thought leadership and breakthrough strategies can be developed on a range of opportunities. Our signature initiative, **Project Play**, develops, applies and shares knowledge that helps stakeholders build healthy communities through sports. To learn more, visit projectplay.us



The **Health, Medicine and Society (HMS) Program**, the domestic health initiative at the Aspen Institute, seeks out bold, creative, and practical solutions to the health and medicine challenges facing the United States in the 21st century. As a magnet for some of the nation's sharpest leaders, intellectuals, and practitioners, HMS promotes cross-disciplinary learning, disruptive thinking, and broad dissemination of knowledge designed to build better health for all. To learn more, visit as.pn/hms

The materials are based on CDC guidelines and were reviewed by experts from the **American College of Sports Medicine** and the **Hospital for Special Surgery** which also offer free resources. We also thank officials at various national sport governing bodies for sharing their input.

This document is a general informational resource and should not be treated as medical or expert advice to participate in any activity. Rely on the information at your own risk, and consult the most up-to-date recommendations of federal, state and local public health officials. Consult your own qualified health providers or other advisors about any specific issues or circumstances you might have.

Updated on May 1, 2020.

GENERAL GUIDANCE

The [Centers for Disease Control and Prevention](#) offers recommendations on how members of the public can limit the spread of the coronavirus. They currently include:

- Clean and disinfect frequently touched surfaces and exercise equipment (including balls).
- Thoroughly wash your hands with soap and water for at least 20 seconds, or use an alcohol-based hand sanitizer that contains at least 60% alcohol.
- Wear a cloth face covering that covers your nose and mouth in public settings.
- Stay at least 6 feet away from non-household members. *Note: research is ongoing on appropriate physical distance for bodies in motion.*
- Cover your mouth and nose with tissue when coughing or sneezing.
- Stay home if you are sick.

Check local public health recommendations and mandates in your area, found on your state and local government website, before heading anywhere for a workout, especially considering local shelter-in-place and face-covering ordinances. Find a directory of state health departments [here](#), and get the latest data on COVID-19 cases and deaths by U.S. county [here](#).

Other Return to Play guidance: [US Olympic and Paralympic Committee on Sports and Events](#) • [CDC on Parks and Recreational Facilities](#) • [National Recreation and Park Association on Slowing the Spread](#)

RISK CATEGORIES

Risk categories are assigned relative to other ways of participating in that sport or activity, based on the latest public health and scientific understandings of COVID-19 and how it can be transmitted.

Activities are segmented into three types of risk posed both to participants and others, based on general characteristics:



Lowest Risk

Individual exercise or training at home, alone or with shared household members, with owned and sanitized equipment

Medium Risk

Individual exercise or training in public, alone or with shared household members, with owned and sanitized equipment; individual exercise or training in public with non-shared household members physically distant.

Highest Risk

Any group play or training with non-household members not physically distant in private or public; any usage of shared equipment.

"Physical distance" is currently defined by the CDC as 6 feet away or more from a non-household member. Research is ongoing on appropriate physical distance for bodies in motion. "Household member" is defined as anyone living with you. "Shared equipment" is defined as equipment shared with or owned by non-household members.

In the current environment and consistent with the views of public health experts, The Aspen Institute recommends engagement in the lowest risk activities with the necessary safety precautions (e.g. protective gear, safe play). We also recognize that some of the highest risk activities are currently not permitted by the shelter-in-place guidance of some state and local authorities.

FITNESS AND FUN ACTIVITIES

BICYCLING



Lowest Risk

Use your own indoor cycle; ride outside alone or with household members with your own equipment in less populated setting.



Moderate Risk

Ride alone or with household members outside with your own equipment (only ride in a pace line or close group/pack with household members) in more populated setting, remaining physically distant from any non-household members.



Highest Risk

Join group ride; ride with non-household members not keeping recommended physical distance; indoor cycle at public gym; cycle with shared equipment (e.g., bike, pump, rented bike, etc).

Sources and resources: [USA Cycling](#)

RUNNING



Lowest Risk

Run on personal equipment (e.g. treadmill in your home); do sprints at home; run alone or with members of household in uncrowded nature area/roads/sidewalks with wide paths (keep recommended physical distance).



Moderate Risk

Run alone or with members of household in more populated rural/suburban/urban setting, remaining physically distant from any non-household members.



Highest Risk

Run in crowded areas; run with non-household members in close proximity; run indoors on shared equipment (e.g., treadmill in a shared gym).

Sources and resources: [New York Road Runners](#) • [Running USA](#)

SKATEBOARDING



Lowest Risk

Enjoy fun activities and individual skill development (balance, footwork, tricks), at home (driveway, backyard) alone or with household members.



Medium Risk

Skateboard in skate park alone or with household members and/or maintaining physical distance from non-household members; skateboard in public (e.g., road, sidewalks, parking lots) with household members or maintaining recommended physical distance from non-household members.



Highest Risk

Skateboard with non-household members not maintaining recommended physical distance.

Sources and resources: [USA Skateboarding](#) • [Tony Hawk Foundation](#)

WALKING/HIKING



Lowest Risk

Walk/hike alone or with members of household in uncrowded space with wide paths/roads/sidewalks (keeping recommended physical distance); walk on personal equipment (e.g. treadmill in your home).



Medium Risk

Walk/hike alone or with members of household in more populated rural/suburban/urban setting, keeping recommended physical distance from non-household members.



Highest Risk

Walk/hike in crowded areas; walk/hike with non-household members without keeping physical distance; walk indoors on shared equipment (e.g., treadmill in a shared gym).

Sources and resources: [National Recreation and Park Association](#)

YOGA



Lowest Risk

Practice yoga alone or with household members at home.



Moderate Risk

Practice yoga alone or with household members in outdoor public space, or with non-household members physically distant and with no physical contact and use of your own sanitized equipment (mat, blocks, straps, blankets, etc).



Highest Risk

Participate in indoor or outdoor yoga class not maintaining recommended physical distance of non-household members; using shared equipment.

Sources and resources: [Yoga Alliance](#)

OTHER LOW-RISK FUN AND FITNESS ACTIVITIES TO CONSIDER

When CDC recommendations on preventing spread of the virus are followed, shared equipment is not used, and activities are enjoyed alone or with household members:

- Outdoor activities such as archery, camping, cornhole, cross-country skiing, dance, fishing, frisbee, hopscotch, hula hoop, hunting, jump rope, kayak, roller skating, sailing, shadow tag, snowshoe, and spikeball
- Indoor activities at home such as dance, rowing machine, table tennis, and Tai Chi

Virtual fitness or P.E. classes on social media and group participation platforms (e.g. Zoom, Skype, Instagram)

- Online apps for individual fun or sport training activities

SPORT ACTIVITIES

BASEBALL/SOFTBALL



Lowest Risk

Participate in any fun or training activities (swing drills, catch, solo toss, footwork) alone or with household members at home with your own sanitized equipment.



Medium Risk

Train or play alone or with household members at a public facility with your own sanitized equipment.



Highest Risk

Participate in any team or large group pickup play with non-household members and shared equipment.

Sources and resources: [USA Baseball](#) • [USA Softball](#)

BASKETBALL



Lowest Risk

Dribble, shoot and participate in other ballhandling drills or activities alone or with household members at home in driveway or backyard with your own sanitized equipment.



Medium Risk

Engage in the above activities with household members at indoor or outdoor public court, making sure to sanitize any commonly shared surfaces such as gate handles, benches, basketballs, etc.



Highest Risk

Participate in any team or large group pickup play with non-household members and shared balls.

Sources and resources: [USA Basketball](#) • [Jr. NBA](#)

FOOTBALL



Lowest Risk

Train or engage in fun activities (e.g., catch, footwork, sprints) alone or with household member at home using own sanitized equipment.



Medium Risk

Same as the above, but in public spaces.



Highest Risk

Participate in any organized team or large group pickup play with non-household members and shared equipment (better if gloves are on).

Sources and resources: [USA Football](#) • [NFL](#)

GOLF



Lowest Risk

Putt or chip balls at home.



Medium Risk

If on golf course; carry own clubs or ride alone in sanitized golf cart and abide all updated club and/or US Golf Association (USGA) guidelines; maintain recommended physical distance from non-household members; keep golf bag in your possession at all times; use remote check-in; no bunker rakes; modified flagsticks and cups; with no common use distribution of tees/scorecards/pencils/ball markers.



Highest Risk

Play with non-household members not maintaining recommended physical distance; make physical contact (e.g., handshake, high-five, fist bump), and ignore club and/or USGA guidelines using shared equipment.

Sources and resources:

[Golf Course Superintendents Association of America](#) • [PGA of America](#)
[US Golf Association](#)

LACROSSE



Lowest Risk

Engage in sport-specific training and related activities (wallball, passing, footwork drills, shooting drills, etc.) alone or with household members at home with your own sanitized equipment.



Medium Risk

Engage in the activities above alongside shooting drills or free-play involving passing, running and scooping ground ball, alone or with household members, in a public venue with your own sanitized equipment while exercising appropriate social distancing.



Highest Risk

Participate in any group, team, or multi-team structured or pick-up play, with non-household members (including coaches and officials) and shared equipment.

Sources and resources: [US Lacrosse](#)

SOCCER



Lowest Risk

Train or enjoy exercises at home (e.g., juggle, cone drills, footwork, passing) alone or with household members and with your own equipment.



Medium Risk

Engage in any activities in public spaces alone or with household members, and with sanitized balls.



Highest Risk

Engage in team or large group pickup play with non-household members and shared balls.

Sources and resources: [US Soccer Federation](#) • [US Soccer Foundation](#) • [DC SCORES](#)

SWIMMING

According to current CDC guidance, there is no evidence that COVID-19 can be spread to humans through the water. Proper operation, maintenance, and disinfection (with chlorine or bromine) of pools should reduce risk of COVID-19.



Lowest Risk

Swim in your own chlorinated pool (laps, tread water); engage in dryland training at home alone or with household members.

Swimming Alone



Swim in chlorinated public pool as long as proper steps are taken by the operator to reduce the spread of the virus, and recommended physical distancing is practiced; swim, snorkel, surf in open salt or freshwater alone or with household.



Highest Risk

Use of water parks and water playgrounds, venues where physical distance is difficult to control; swim, snorkel, surf in open salt or freshwater with non-household members; dryland training within six feet of non-household members.

Sources and resources: [CDC \(Water and COVID-19 FAQs\)](#) • [USA Swimming](#)

TENNIS



Lowest Risk

Train or engage in activities alone or with household members at home (wall rally, hot hands, shadow swing, footwork) with own equipment.

Swimming, Alone



Play or train on public or shared court with household members.



Highest Risk

Play or train on public or shared court with non-household members, and with no measures taken to minimize touching of shared objects.

Sources and resources: [US Tennis Association](#)

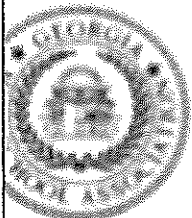
Also worth considering:

Virtual team activities, such as video conference training, fitness challenges and more to stay in contact with your teammates, friends and family.

Additional sports and activities will be added on a weekly basis, along with other editorial updates as risk assessments change. Upcoming additions include: beach/court volleyball, bowling, cheerleading, climbing, dance, field hockey, gymnastics, ice hockey, ice skating, martial arts, pickleball, rowing, triathlon, weightlifting, wrestling.

Contact jamie.davidow@aspeninstitute.org with any questions.

ORGIA



DR. JAMES R. HINES, JR., Executive Director
POST OFFICE BOX 271
151 S. BETHEL STREET
THOMASTON, GA 30286-0271
TELEPHONE 706-647-7473
FAX 706-647-2638
www.ghsa.net

ERNE YARBROUGH, Asst. Executive Director
STEVE FIGUEROA, Media/Information Director
DON CORR, Associate Director
KEVIN GIDDENS, Associate Director
PENNY PITTS MITCHELL, Associate Director
TOMMY WHITTLE, Associate Director
CARROR WRIGHT, Associate Director

HIGH SCHOOL ASSOCIATION

Guidance for returning to conditioning on June 8, 2020 with recommendations and/or restrictions

- All summer work is voluntary.
- Schools/ School Systems may be more restrictive than the GHSA but not less.
- Workouts are conditioning only, no balls or sport specific equipment.
- Member schools should prepare an Infectious Disease Prevention Plan prior to staff and athletes returning to conditioning.
- It is recommended that staff and athletes are screened prior to each workout (see sample monitoring form attached).
- Signage should be posted on site with the following:
 - Do you or have you had a fever in the last week?
 - Have you been diagnosed with COVID-19?
 - Have you been in contact with anyone diagnosed with COVID-19?
 - Have you traveled to a "hot spot" for COVID-19?
- Groups of 20, including coaches, for workouts per sport at any given time at the campus/facility.
- Groups should be the same individuals (including coaches) for each session to limit risk of exposure. Student or coaches CANNOT change groups for the duration of this guidance.
- No use of locker rooms or shower facilities. Students should report to the facility dressed to condition and shower at home.
- Weight equipment should be cleaned prior to each workout and sanitized between use by each student.
- Hand sanitizer should be plentiful and readily available.
- Each student should have their own personal water bottle. No use of water fountains or "water cows" is allowed.

Interim Coronavirus Disease 2019 (COVID-19) Guidance for Day Camp Settings

Updated May 12, 2020

The Georgia Department of Early Care and Learning (DECAL) is committed to supporting early learning and school-age providers during the COVID-19 public health emergency. DECAL recognizes the vital role that providers, including their teaching staff, play in the support of Georgia's children and families, especially during a public health crisis. DECAL also recognizes the important role of the child care industry in the economic stability of the state.

Early education and school age programs licensed by the Georgia Department of Early Care and Learning (DECAL), including Child Care Learning Centers, Family Child Care Learning Homes, Pre-K Programs, license exempt providers, and Child and Adult Food Programs and Summer Food Service Program Institutions and Sites, shall maintain full compliance with all DECAL directives and guidance, including Executive Orders.

The following practices align with CDC guidelines for open day camp programs during the COVID-19 health crisis and should be implemented by all open and reopening day camp programs until further notice to assist the program's in compliance with the Executive Order. Several of these practices are required through the Executive Order issued May 12, 2020. The required items are listed in a document titled Day Camps Operation Checklist within this document.

Anyone showing signs of illness of any kind or who may have been exposed to COVID-19 should not be in the day camp facility.

Symptoms of COVID-19

- Fever*
- Cough
- Shortness of breath
- Difficulty breathing
- Respiratory symptoms

Any two of the following symptoms:

- Chills
- Repeated Shaking with Chills
- Muscle Pain
- Headache
- Sore throat
- New loss of taste or smell

While symptoms in children are similar to adults, **children may have milder symptoms**. Reported symptoms in children include cold-like symptoms, such as fever, runny nose, and cough. Sore throat, headache, vomiting and diarrhea are less commonly reported. However, a small percentage of children have been reported to have more severe illness. If you have children with underlying health conditions, talk to their parents about their risk.

*Fever is determined by a thermometer reading 100.4 or higher or by subjective signs such as flushed cheeks, fatigue, extreme fussiness, chills, shivering, sweating, achiness, headache, not eating or drinking.

Drop-off/Arrival procedure:

- Before arrival: Ask parents to be on the alert for any symptoms of COVID-19 and to keep the child(ren) home if showing any signs of illness.
- Have a staff member greet children outside as they arrive.
- Designate a staff person to walk children to their classroom, and at the end of the day, walk them back to their cars.
- The staff person greeting children should not be a person at higher risk for severe illness from COVID-19.
- If possible, the same parent or designated person should drop off and pick up the child every day. Avoid designating those considered at high risk such as elderly grandparents who are over 65 years of age.
- Hand hygiene stations should be set up at the entrance of the facility, so that staff and children can clean their hands before they enter. If a sink with soap and water is not available, provide hand sanitizer with at least 60 percent alcohol. Keep hand sanitizer out of children's reach and supervise use.

Prevent virus that causes COVID-19 from entering the building

- Post a door sign for day camp facilities at all entrances to the facility describing enhanced sanitation procedures, Social Distancing requirements, and other instructions and limitations, as applicable. (see attached.
- Only children and staff who are required for daily operations should be allowed inside the building and classrooms.
- Staff must sign children in and out of the facility to prevent cross contamination of families signing campers in or out of the facility.
- Restrict teachers to one classroom with one group of children. Limit the use "floater" teachers to reduce the number of people coming in and out of classrooms.
- To the extent possible, keep the same staff and Campers in the same group for the duration of the camp.
- Conduct a daily health screening on all individuals who are entering the building (see attached). Providers should have the necessary equipment to provide temperature checks for children and staff on arrival. Further, all visitors, staff, and children in such facilities shall be screened prior to entrance and shall be excluded if they have a fever above 100.4 degrees Fahrenheit or exhibit respiratory symptoms, including cough or shortness of breath. Staff conducting daily health screenings should use the appropriate PPE.
- This screening will exclude individuals who are in any one of these four categories:
 1. Person is showing any of the symptoms of COVID-19
 2. Person thinks they could have COVID-19
 3. Person has tested positive for COVID-19
 4. Person is awaiting the results of testing for COVID-19Exclude children and staff who share a home (including siblings) or who have been in close contact with anyone in the four categories above.

People who may be at higher risk of severe illness from COVID-19:

- People aged 65 years and older
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
 - People with chronic lung disease or moderate to severe asthma
 - People who have serious heart conditions
 - People who are immunocompromised
- Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
- People with severe obesity (body mass index [BMI] of 40 or higher)
- People with diabetes, chronic kidney disease undergoing dialysis, or liver disease
- Please note that people who are pregnant have been known to be at higher risk of severe viral illness, however, to date data on COVID-19 has not shown increased risk
- Staff concerned about being at higher risk should discuss with their supervisor. They may want to speak with their medical provider to assess their risk.

Preventing the spread within the facility

- Consider whether to alter or stop daily group activities that may promote transmission.
- Limit the mixing of children by staggering playground times and keeping groups separate for special activities such as art, music, and exercise.
- Follow proper hand hygiene guidance for adults and children such as washing hands frequently with soap and water for at least 20 seconds (about as long as it takes to sing "Happy Birthday" twice). In addition to usual handwashing, make sure to wash hands:
 - upon arrival in the morning
 - before and after eating meals and snacks
 - after blowing noses, coughing, or sneezing or when in contact with body fluids
 - after toileting
- Avoid touching eyes, nose, and mouth.

- Cover coughs and sneezes with a tissue or an elbow.
- Refrain from water play and sensory play such as rice, beans, sand, or playdough activities.
- Hand sanitizing products with 60 percent alcohol may be used in lieu of handwashing when outdoors or when soap and water are not accessible. Hand sanitizer must be stored out of reach of children and supervised when used.
- Reference Section IV of the Executive Order issued May 12, 2020 pertaining to restaurants and apply as much as possible to the dining facilities within the day camp. For example, keep each group together rather than mixing with other groups; discontinue buffet style serving; ensure the food safety manager has up-to-date training; detail, clean and sanitize the facility prior to use and regularly while focusing on high-contact areas; clean and sanitize any tabletops, condiment containers, and commonly touched items; use rolled flatware rather than table presets; remove any self-service stations.
- Use a EPA-registered disinfectant that is active against coronaviruses. Clean and disinfect frequently touched surfaces throughout the day and at night.
- Follow CDC guidance for cleaning and disinfection recommendations. <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html#CleanDisinfect>

Children or staff who develop symptoms during the day

- If a child or staff member develops any symptoms of COVID-19, send them and family members home as soon as possible.
- While waiting for a sick child to be picked up, caregivers should stay with the child in a room isolated from others. If the child has symptoms of COVID-19, the caregiver should remain as far away as safely possible from the child (preferably, 6 feet) while maintaining visual supervision. Follow CDC Guidance for wearing cloth face covering.

Advise those who have been excluded

For people who think they might have COVID-19 or have **mild symptoms**, the Centers for Disease Control and Prevention recommends they stay home and call their doctor if they need medical advice. Anyone with **more serious symptoms** should seek medical attention immediately, by calling their doctor or 911 right away. If a person has been exposed to COVID-19, they should take the same steps as above to prevent spreading it.

Stay informed

- Know the signs and symptoms of COVID-19 in children and adults. Children typically have milder disease than adults.
- Plan ahead in case the facility needs to close:
 - Develop a plan - https://www.acf.hhs.gov/sites/default/files/occ/cdc_pandemic_checklist.pdf
 - Determine how staff will communicate with staff and parents.
 - Consult with your local health department for guidance on cleaning and closure.
 - The facility may need to close if the day camp cannot safely be p due to a high number of staff being out of work.
- For more information and to stay informed, check the following resources frequently:
 - DECAL COVID-19 website <http://dec.al.gov/BFTS/Covid19.aspx>
 - CDC COVID-19 website <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
 - CDC guidance for schools and childcare facilities
 - <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/index.html>
 - <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/guidance-for-childcare.html>

CHECKLIST FOR DAY CAMP PROGRAMS TO ENSURE COMPLIANCE WITH EXECUTIVE ORDER ISSUED 5/12/2020

	DATE
CHECK	REQUIREMENT
	Group Size <ul style="list-style-type: none"> Limit group sizes to a maximum of 20 people, including teachers, in a space where all persons gathered cannot maintain at least six (6) feet of distance between themselves and any other person;
	Sanitation and Infection Control <ul style="list-style-type: none"> To the extent possible, keep the same Workers and Campers in the same group for the duration of the camp Enforce Social Distancing between groups, prohibiting gatherings, and prohibiting congregating among Campers belonging to different groups Provide a separate designated space for each Camper to store personal belongings throughout the duration of the camp; Prohibit use of camp facilities and equipment that are not able to be regularly sanitized To the extent possible, allow only one group to use camp equipment at a time Sanitize camp equipment after each group use Patrol camp areas to enforce the equipment sanitization policy and conduct additional cleanings during times when equipment is not being used If swimming facilities are available, allow each group to swim only once per day and staggering swimming times to avoid crowding at the swimming facilities If camp facilities are also open to other patrons, prohibit contact between Campers and the facility's other patrons and requiring sanitization before and after camp use of any such shared facilities Provide hand sanitizer stations for Campers and requiring regular use (under supervision and when water and soap are not available for handwashing) Require Campers to wash or sanitize their hands during each group restroom break, snack break, and meal break Requiring all dining facilities to follow the criteria for restaurant dine-in services set forth in Section IV herein to the extent practicable; If possible, require Campers to bring their own lunch and snacks with them to camp each day, with all such food items being in a sealed lunch bag marked with the Camper's name Wear gloves when helping Campers open items from meals and snacks Clean and sanitize bathrooms and all frequently touched surfaces regularly throughout the opening hours in addition to the regular cleaning schedule. Shared restrooms must be sanitized no less than twice per day; Provide masks or other Personal Protective Equipment to Workers as available and appropriate to the function and location of Workers within the camp facility Provide masks or other Personal Protective Equipment to Campers as available and appropriate to the activity and location of Campers within the camp facility If camp vehicles are used for transporting Campers to and from on or off-site activities, sanitize each vehicle before and after use.
	Restrict Access. <ul style="list-style-type: none"> Prohibit unnecessary visitors to camp activities and facilities. Discontinue camp tours

	<p>Signage</p> <ul style="list-style-type: none"> Place signage at any entrance to instruct Campers that they cannot enter if they have been diagnosed with COVID-19, have exhibited symptoms of COVID-19, or had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days Place signage at any entrance and throughout the facility to instruct Campers of the enhanced sanitation procedures, Social Distancing requirements, and other instructions and limitations, as applicable, set forth below
	<p>Health Screenings</p> <ul style="list-style-type: none"> Screen Campers at drop-off and prevent any Camper from entering that exhibits a temperature greater than 100.4 degrees Fahrenheit, cough, shortness of breath, difficulty breathing, other respiratory symptoms, or at least two of the following symptoms: chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell;
	<ul style="list-style-type: none"> Any persons exhibiting a temperature greater than 100.4 degrees Fahrenheit, cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell at any time while at the Summer Camp shall be separated from the group immediately and must leave the camp facility as soon as practicable;
	<ul style="list-style-type: none"> Any Worker or Camper that has stayed home sick, been prevented from entering camp due to signs of illness, or been sent home during camp due to signs of illness shall not be permitted to attend camp again until they have either had a negative COVID-19 test or have been fever and fever medication free for seventy-two (72) hours, other symptoms have improved, and at least ten (10) days have passed since symptoms first appeared
	<ul style="list-style-type: none"> Provide training to Workers on how to identify symptoms of illness in Campers, the proper processes for removing a potentially ill Camper, and the infection mitigation procedures to perform in such an event
	<ul style="list-style-type: none"> Provide an isolation area for sick Workers or Campers;
	<p>Arrival/Drop-off - Modified sign-in/sign-out procedures.</p>
	<ul style="list-style-type: none"> Persons dropping-off and picking-up Campers remain in their vehicles
	<ul style="list-style-type: none"> Utilize contactless forms of Camper check-in and check-out
	<ul style="list-style-type: none"> Implement staggered drop-off and pick-up times, with specific times for each group of Campers, if practicable
	<ul style="list-style-type: none"> Provide hand sanitizer to Campers as soon as practicable upon drop-off

Daily Health Screening of Staff and Children for COVID-19

Screening criteria you may use during the COVID-19 outbreak which differs from standard exclusion criteria. However, standard exclusion criteria must still be followed as applicable.

The person doing screenings should wear Personal Protective Equipment (PPE) and maintain a six-foot distance while asking questions. Ask each staff person and person dropping off children the following questions before they arrive at the facility. Exclude anyone who answers YES to the following questions:

Ask everyone who enters the building:

1. Do you or do any of the children you are dropping off have a fever*, cough, shortness of breath, difficulty breathing, other respiratory symptoms, or at least two of the following symptoms: chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell?
2. Have you or any of the children you are dropping off:
 - Had any of these symptoms since last time you were last here?
 - Been in contact with anyone with these symptoms since the last time you were here?
 - Potentially been exposed** to COVID-19 or have reason to believe you/they have COVID-19?

*Fever is determined by a thermometer reading 100.4 or higher or by subjective signs such as flushed cheeks, fatigue, extreme fussiness, chills, shivering, sweating, achiness, headache, not eating or drinking.

**Exposure is sharing a household or having close contact with anyone with COVID 19 or has symptoms of COVID 19.

Ask staff members:

- Are you concerned about being at higher risk for severe illness from COVID-19?

Staff who are over 65 years of age, have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Staff who are pregnant are known to be at risk with severe viral illness, however, to date data on COVID-19 has not shown increased risk. Speak to your supervisor if you are concerned. Talk with your medical provider to assess your risk and determine if you should work.

Screen children and staff by:

- Making a visual inspection of the person for signs of infection such as flushed cheeks, fatigue, or extreme fussiness.
- Conducting temperature screening using the protocol below.
- Recording temperature and/or any symptoms on daily health screening (attached).

Health screenings should be repeated periodically throughout the day for staff and children to check for new symptoms developing.

Temperature protocol:

- Individuals waiting to be screened should stand six feet apart from each other. Use tape on the floor to for spacing.
- The staff person taking temperature should wear PPE consisting of face mask, gloves, and clothing covering that can be removed and washed or disposed. Stay six feet apart unless taking temperature.
- If possible, parents, family members, or legal guardians may bring a thermometer from home to check their own child's temperature at drop off.
- Use a touchless thermometer if one is available. If not available, use a tympanic (ear), digital axillary (under the arm), or temporal (forehead) thermometers.

Do not take temperatures orally (under the tongue) because of the risk of spreading COVID-19 from respiratory droplets from the mouth.

If using the facility's thermometer:

- Wash hands or use hand sanitizer before touching the thermometer.
- Wear gloves if available and change between direct contact with individuals.
- Let staff take their own temperature and parents take their child's temperature.
- Use disposable thermometer covers that are changed between individuals.
- Clean and sanitize the thermometer using manufacturer's instructions between each use.
- Wash hands or use hand sanitizer after removing gloves and between direct contact with individuals.

[illegible]



Coronavirus (COVID-19) Information

Only Staff Members and Campers May Enter After Screening

To keep our facility, staff, children, and community safe, please do not enter the building if:

- ✓ You have tested positive for COVID-19
- ✓ You or anyone in your household have been tested for COVID-19
- ✓ You or anyone in your household think they could have COVID-19

You or anyone in your household **(including children)** have these symptoms or have been in close contact with anyone with these symptoms, you may not enter for 14 days:

- ✓ Fever
- ✓ Cough
- ✓ Shortness of breath
- ✓ Difficulty breathing
- ✓ Respiratory symptoms
- ✓ At least two of the following symptoms: chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell

If you have any of these symptoms, contact a health professional.

Be aware, you are at higher risk if you are:

- ✓ Age 65 years or older
- ✓ Pregnant (It is not yet known if pregnant women are high risk but pregnant women should protect themselves from all infectious diseases)

...or have any of these health conditions:

- ✓ Chronic illness such as lung disease or moderate to severe asthma
- ✓ Heart disease
- ✓ Immunocompromised, including those undergoing cancer treatment
- ✓ Severe obesity
- ✓ Diabetes
- ✓ Renal failure
- ✓ Liver disease

Staff concerned about being at risk should discuss with their supervisor.

Enhanced Sanitation Procedures have been implemented.

Each room is limited to 20 persons unless six feet of distance is maintained between each person.

Staff will conduct a standard Daily Health Check on every child, every day and exclude if he/she:

- ✓ Has a temperature above 100.4 and symptoms described above
- ✓ Is unable to participate in activities as normal
- ✓ Needs more care than staff can provide without compromising the health and safety of others

Staff will also check for signs of illness periodically throughout the day for these symptoms.



COVID-19 Guidance – Public Swimming Pools

On May 12, 2020, Governor Kemp issued Executive Order 05.12.20.02, “Reviving a Healthy Georgia,” which allows public swimming pools to be reopened. The Georgia Department of Public Health and local county health departments regulate public swimming pools in Georgia, including the following:

1. Public pools regulated under Title 31, Chapter 45 of the Georgia Code and Chapter 511-3-5 of the Rules of the Department of Public Health (including municipal, school, hotel, and motel pools, any pool to which access is granted in exchange for payment of a daily fee, special purpose pools, spas, and recreational water parks);
2. Pools operating under County Ordinances, including subdivision, apartment and country club pools; and
3. Public pools as defined in the State’s mandatory International Swimming Pool and Spa Code.

Under the Governor’s Order, recreational water parks that operate single waterslides and similar non-mechanical attractions at municipal, county, state, or community-operated pools will be allowed to reopen, consistent with Safety Fire Commissioner Rule 120-3-27-.43. However, recreational water parks that are operators of water amusement rides as defined in Code section 25-15-51(1) and Safety Fire Commissioner Rule 120-3-27-.02(54) must remain closed.

To reduce the risk of spreading COVID-19 at public swimming pools, the Department has developed the mitigation measures contained in this guidance document. These mitigation measures are based on Executive Order 05.12.20.02 and the Centers for Disease Control and Prevention’s [guidance on operating and managing public pools, hot tubs, and water playgrounds during the pandemic](#).

Facility Mitigation Measures to Reduce Exposure Risks among Swimmers and Patrons

The following measures are strongly recommended for all operators of public swimming pools:

- Employ cleaning and disinfection measures to reduce patron exposure.
 - [Clean and disinfect](#) frequently touched surfaces at least daily and shared objects each time they are used. For example:
 - Handrails, slides, and structures for climbing or playing
 - Lounge chairs, tabletops, pool noodles, kickboards, and drinking fountains
 - Door handles and surfaces of restrooms, handwashing stations, diaper-changing stations, and showers
 - Limit locker room use when possible; design facility plans addressing access and egress.
 - Require patrons to spray showers with a provided cleaning spray after use.
 - Require workers to clean and sanitize bathroom and shower areas regularly throughout the opening hours in addition to the regular cleaning schedule.

- Consult with the company or engineer that designed the public pool to decide which [List N disinfectants approved by the U.S. Environmental Protection Agency](#) (EPA) are best for your facility.
 - Set up a system so that furniture (for example, lounge chairs) that needs to be cleaned and disinfected is kept separate from already cleaned and disinfected furniture.
 - Label containers for used equipment that has not yet been cleaned and disinfected and containers for cleaned and disinfected equipment.
 - Launder towels and clothing according to the manufacturer's instructions. Use the warmest appropriate water temperature and dry items completely.
 - Protect shared furniture, equipment, towels, and clothing that have been cleaned and disinfected from becoming contaminated before use.
 - Ensure [safe and correct use](#) and storage of disinfectants, including storing products securely away from children.
- Maintain water quality parameters to ensure water sanitation.
 - Be aware of maintaining all water quality parameters within ideal operating ranges; ensure disinfectant and pH levels are monitored accordingly to ensure proper disinfection.
 - Test water quality parameters in accordance with state or local rules and regulations.
- Review mechanical ventilation service records and operation and follow tips as appropriate.
 - Ensure that ventilation systems of indoor spaces operate properly.
 - Increase introduction and circulation of outdoor air as much as possible by opening windows and doors, using fans, or other methods. However, do not open windows and doors if doing so poses a safety risk to staff, patrons, or swimmers.
- Review water systems and maintain procedures for the facility.
 - [Take steps](#) to ensure that all water systems (for example, drinking fountains, decorative fountains, hot tubs) are safe to use after a prolonged facility shutdown to minimize the risk of [Legionnaires' disease](#) and other diseases associated with water.
- [Modify the layout of the facility to promote social distancing.](#)
 - [Change deck layouts to ensure that in the standing and seating areas, individuals can remain at least 6 feet apart from those they don't live with.](#)
 - [Ensure that the layout will not impede the four foot of unstructured decking required around the pool perimeter for emergency rescue.](#)
- Introduce physical barriers and guides to prohibit gathering.
 - Provide physical cues or guides (for example, lane lines in the water or chairs and tables on the deck) and visual cues (for example, tape on the decks, floors, or sidewalks) and signs to ensure that staff, patrons, and swimmers stay at least 6 feet apart from those they don't live with, both in and out of the water.

- Monitor communal or shared spaces for social distancing.
- Stagger use of communal spaces (for example, in the water or breakroom), if possible, and [clean and disinfect](#) frequently touched surfaces regularly (based on daily usage but at least once during hours of operation and before opening). Clean and disinfect shared objects each time they are used.
 - Discourage people from sharing items that are difficult to clean, sanitize, or disinfect or that are meant to come in contact with the face (for example, goggles, nose clips, and snorkels).
 - Discourage people from sharing items such as food, equipment, toys, and supplies with those they don't live with.
 - Ensure adequate equipment for patrons and swimmers, such as kick boards and pool noodles, to minimize sharing to the extent possible, or limiting use of equipment by one group of users at a time and cleaning and disinfecting between use.
- Seek approval of alterations or modification of the aquatic features.
 - Consult the company or engineer that designed the public pool before altering an aquatic feature (for example, slides and structures designed for climbing or playing).
 - Inform the local health authority of any planned alteration to equipment or aquatic features.
- Prepare food concession areas for service.
 - Ensure areas designated for dining encourage social distancing; design seating areas to ensure six (6) feet of separation.
 - Food Service Establishments must comply with the existing guidance published by the department.
- Establish contacts for patrons and staff members.
 - Assign monitoring responsibility to an appropriate staff member, such as a trained operator or assigned assistant.
 - Use lifeguards for water safety only, ensuring that lifeguards who are actively lifeguarding are not also expected to monitor handwashing, use of cloth face coverings, or social distancing of others.
 - Designate a COVID-19 Point of Contact staff member to be responsible for responding to COVID-19 concerns. All staff should know who this person is and how to contact him or her.
 - Limit public pool use to only staff, patrons, and swimmers who live in the local area, if feasible.
- Assess communication systems and put methods in place.
 - Have staff, patrons, and swimmers self-report if they have [symptoms](#) of COVID-19.
 - Have staff report a positive test for COVID-19, or if they were exposed to someone with COVID-19 within the last 14 days.
 - Broadcast [regular announcements about how to stop the spread on PA system](#).

- Include messages about behaviors that prevent the spread of COVID-19 in contacts with individual patrons or households, in emails, on facility websites (for example, posting online [videos](#)), through facility's [social media accounts](#), and on entrance tickets, and via homeowners association websites and email.
- Utilize contactless forms of patron check-in; suspend use of wristbands and handstamps.
- **Discontinue organized events or classes.**
 - Due to social distancing requirements, limits on gatherings, and spectator safety considerations, all organized sport competitions should be postponed.
 - **Consult with your local jurisdiction**, sport governing or certifying body for requirements or recommendations to determine if events, such as aquatic fitness classes, swim lessons and swim team practice can commence while maintaining the requirements and intent of this guidance. However, swim meets, celebrations, and party bookings should not occur at this time.

How to Prepare for When a Staff Member or a Patron Becomes Ill or Gets Sick

To prepare for when someone gets sick, operators of public swimming pools should establish plans for the following:

- Isolating and requesting appropriate transportation for those who are sick to their home or a healthcare provider.
 - Immediately separating staff, patrons, or swimmers with COVID-19 [symptoms](#) (such as cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell).
 - Establishing procedures for contacting emergency personnel or a family member to transport anyone who is sick to their home or to a healthcare provider.
- Notifying public health officials if someone is sick.
 - Immediately notifying designated Point of Contact, who will contact [local public health officials](#).
 - Public health will inform those who have had [close contact](#) with a person diagnosed with COVID-19 to stay home, [self-monitor for symptoms](#), and follow [CDC guidance](#) if symptoms develop.
- Cleaning and disinfecting an area used by an ill person.
 - Closing off areas used by a sick person and not using the areas until after cleaning and disinfecting them.
 - Waiting more than 24 hours before cleaning and disinfecting these areas.
 - Ensuring [safe and correct](#) use and storage of [EPA-approved List N disinfectants](#), including storing products securely away from children.

Statewide Mitigation Measures for Non-Critical Infrastructure

The following requirements are found in Executive Order 05.12.20.02 and are applicable to all businesses and organizations that are not considered Critical Infrastructure, including public swimming pools:

- Screen and evaluate workers who exhibit signs of illness, such as a fever over 100.4°F, cough, shortness of breath or difficulty breathing, chills, muscle pain, sore throat, or new loss of taste or smell. *While it is strongly recommended that each facility have an infrared thermometer on hand to screen employees, it is not required. Employees may screen themselves with their own thermometers and do their own [symptom checking](#) prior to coming to work. Consider using the screening methods in CDC's [General Business FAQs](#).*
- Require workers who exhibit signs of illness to not report to work or to seek medical attention. *An employee with known or suspected COVID-19 must follow CDC guidelines to self-isolate for at least ten days after symptom onset and end isolation only after symptoms have shown progressive improvement and the employee has been fever-free for three consecutive days without medication before returning to work. Employers should consider implementing sick leave (time off) policies and practices for staff that are flexible and non-punitive. Employers should also consider developing return-to-work policies aligned with CDC's [criteria to discontinue home isolation](#).*
- Require hand washing or sanitation by workers at appropriate places within the location. *Use proper hand hygiene and respiratory etiquette. Encourage all staff, patrons, and swimmers to [wash their hands](#) often and cover their coughs and sneezes. Provide adequate supplies to support proper hygiene. Supplies include soap, hand sanitizer with at least 60 percent alcohol, if feasible (for adults and older children who can safely use hand sanitizer), paper towels, tissues, and no-touch trash cans.*
- Prohibit gatherings during hours of operation. *No more than ten people may be present at a single location if six feet of distance cannot be maintained between each person. However, public swimming pools are strongly encouraged to ensure that people who do not live together maintain social distancing even in groups smaller than ten people.*
- Permit workers to take breaks and meals outside, in their office or personal workspace, or in such other areas where Social Distancing is attainable.
- Implement teleworking as practicable.
- Implement staggered shifts as practicable. *Stagger or rotate shifts to limit the number of staff members present at the public pool at the same time.*
- Deliver intangible services remotely as practicable.
- Discourage workers from using other workers' phones, desks, offices, or other tools and equipment (such as pens, pencils, etc.).

- Prohibit handshaking and unnecessary person-to-person contact in the workplace.
- For retailers and service providers, provide for alternative points of sale outside of buildings, including curbside pick-up or delivery of products and/or services if an alternate point of sale is permitted under Georgia law.
- For retailers and service providers, open sales registers must be at least six feet apart.
- Point of sale equipment should be frequently cleaned and sanitized. *Registers and point of sale machines should be cleaned and sanitized between uses by different employees.*
- If practicable, provide personal protective equipment as available and appropriate to the function and location of the worker within the business location. *Encourage the proper use of cloth face coverings as feasible. Face coverings are most essential at times when physical distancing is difficult. Advise those wearing face coverings to not wear them in the water. Cloth face coverings can be difficult to breathe through when they're wet.*
- If practicable, provide disinfectant and sanitation products for workers to clean their workspace, equipment, and tools.
- If practicable, increase physical space between workers' worksites to at least six feet. *Where possible, stagger workstations to avoid workers standing next to each other. Where six feet of separation is not possible, consider spacing options that include other mitigation efforts, such as cloth face coverings and increased frequency of cleaning and sanitizing surfaces.*
- Post a sign on the front of the facility stating that individuals who have a fever or other symptoms of COVID-19 shall not enter. *According to current CDC guidance, symptoms of COVID-19 may include cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell.*
- Enhance sanitation as appropriate. *A list of approved disinfectants from the Environmental Protection Agency that are shown to be effective against SARS-CoV-2, the virus that causes COVID-19, can be found here: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2>. An alternative disinfectant can be used: 1/3 cup of unscented bleach added to 1 gallon of water. Do not mix bleach with other cleaning and disinfection products together because this can cause fumes that are very dangerous to breathe in. Schedule time for disinfection.*
- Disinfect common surfaces regularly. *Clean and disinfect restrooms regularly, check restrooms based on the frequency of use, and ensure adequate supply of soap and paper towels is available. Clean and disinfect frequently touched surfaces based on daily usage but at least once during hours of operation and before opening. General CDC guidance on cleaning and disinfecting can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/community/reopen-guidance.html>.*

- Hold all meetings and conferences virtually, as practicable. *Provide staff training on all safety protocols and new procedures. Conduct training virtually or ensure that social distancing is maintained during in-person training.*
- Place notices that encourage hand hygiene at the entrance to the pool and in other areas where they are likely to be seen.
- Enforce Social Distancing of non-cohabitating persons while present on the public swimming pool's leased or owned property. *Ensure that non-cohabitating patrons and swimmers maintain 6 feet of separation on the pool decks and in the water.*
- Increase physical space between workers and patrons. *Exceptions to the social distancing guidance include: anyone rescuing a distressed swimmer, providing first aid, or performing cardiopulmonary resuscitation, with or without an automated external defibrillator; and individuals in the process of evacuating a public pool or entire facility due to an emergency.*
- Frequently disinfect Personal Identification Number ("PIN") pads, PIN entry devices, electronic signature capture, and any other credit card receipt signature capture devices if in use.
- If the public swimming pool engages volunteers or has members of the public participate in activities, prohibit volunteering or participation in activities for persons diagnosed with COVID-19, having exhibited symptoms of COVID-19, or having had contact with a person that has or is suspected to have COVID-19 within the past fourteen (14) days.

Resources

Considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19

<https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/aquatic-venues.html>

State of Georgia Executive Order 04.23.20.02, Reviving a Healthy Georgia,

<https://gov.georgia.gov/executive-action/executive-orders/2020-executive-orders>.

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/cleaning-disinfection.html>.

Cleaning and Disinfecting for Reopening,

<https://www.cdc.gov/coronavirus/2019-ncov/community/reopen-guidance.html>.

Guidance for Building Water Systems,

<https://www.cdc.gov/coronavirus/2019-ncov/php/building-water-system.html>.

Parks and Recreational Facilities

<https://www.cdc.gov/coronavirus/2019-ncov/community/parks-rec/index.html>



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 Receptions** **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.

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. 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.

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.

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.

Arika Birdsong-Miller, City Clerk

Elizabeth Carr-Hurst, Mayor



CITY OF FAIRBURN CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENT TO THE DOWNTOWN DEVELOPMENT AUTHORITY

☐ AGREEMENT ☐ POLICY / DISCUSSION ☐ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☒ OTHER

Submitted: 06/03/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Mayor's Office

BUDGET IMPACT: None

PUBLIC HEARING? ☐ Yes ☒ No

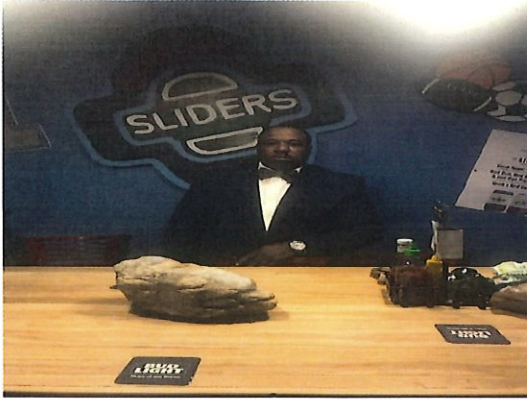
PURPOSE: For Mayor and Council to approve the appointment to the Downtown Development Authority.

HISTORY: Per Section 2, Article IV- Departments, Boards, and Commissions of the Fairburn Code of Ordinances, the Mayor and Council Shall establish boards, commissions, and authorities as it deems necessary or advisable, in accordance to the law. The terms of the members are staggered four (4) year terms or until their successors are appointed. On June 8, 2020, Mr. Paris S. Hill is appointed to the Downtown Development Authority for a four (4) year term that expires June 8, 2024.

RECOMMENDED ACTION: For Council to approve the appointment of Paris S. Hill to the Downtown Development Authority.


Elizabeth Carr-Hurst, Mayor

Paris S Hill BIO



As the C.E.O. and managing partner of Sliders Burger Joint Corporation, Paris Hill is both diligent in the hospitality field and committed to the profession. He started the restaurant and hospitality business with his Wife and Business Partner Ashley Hill in 2014, and open there first location in 2017. Pryor to entering the hospitality field Paris Hill Was a Commercial Designer and Builder for His Construction Firm Designs By You Construction LLC, building some well known and respected places, such as The U Bar, and The Tavern @ JR Crickets, both located on Camp Creek

Parkway, as well as The Athlete Foot Shoe Stores, and Custom woodwork for the Lenox Mall CheeseCake Factory, just to name a few. While in the construction field Paris Hill was able to secure contracts with Fulton County, The City Of Atlanta, as well as being the only construction company to redevelop Kenny's Alley in Underground Atlanta in 2009-2011 building Scores Sports Bar, Georgia Peach Restaurant, and his own Fuzion Showcase Lounge, a very popular Jazz and blues lounge. There is where he learned he had a pas-sion for both hospitality and developing Communities. And since then Paris Hill have continued to create businesses, offer employment, and develop communities.

Aside from being a Business Man, entrepreneur, builder, designer, an overall consultant of the people, teach-er, student, and great cook, he's been told a time or two.

Paris S. Hill was born and raised in Atlanta, GA. Living most of His life in Fulton County and South Atlanta. He attended Mays High School, after taking advance wood shop courses at Mays he went on to further his wood building skills at JAL Custom Cabinet and Construction, while running his party promotions Company in 1991, which he ran until starting his construction company in 1996 at the age of 24, with a twelve man crew and five apartment complexes own by Bank of America, The Ram Group, and The LEDC Group in which he held cabinet, and construction contracts.

He is now Married to his beautiful Wife of 12 years Ashley Hill, CEO Of Tri-Mac Conglomerate Corp...the management Company for their restaurants. He has two children, a Son 25 years old, a truck driver, and CDL Trainer, and daughter 28 year old, a Juvenile Correctional Officer in Fulton County. And also has a Bachelors in Child Psychology.



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPOINTMENTS TO THE BOARD OF APPEALS

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

Submitted: 06/02/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Mayor's Office

BUDGET IMPACT: None

PUBLIC HEARING: () Yes (X) No

PURPOSE: For City Council to approve appointments to the Board of Appeals (BOA).

HISTORY: The Mayor and City Council approved to populate the Board of Appeals in 2016. The Board of Appeals Bylaws and Rules of Procedures, which were adopted on September 15, 2016, requires the BOA to consists of seven (7) members who must be residents of Fairburn. The powers and duties of the BOA are:

1. To hear and decide where it is alleged there is error in any order, requirement, decision, or determination made by a member of Staff of the Community Development Department in the enforcement of the Ordinances.
2. To hear flood variances and stream buffer variances from the Land Development and Related Regulations, Conditions Governing Applications:
To authorize upon appeal in specific cases such variance from the terms of the Flood Ordinance and/or Stream Buffer Ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of Chapter 65, Article V. - Stream Buffer Protection or Chapter 68 - Floods, would result in unnecessary hardship.
3. In granting any variance, the Board of Appeals may prescribe appropriate conditions and/or safeguards in conformity with Chapters 65 and 68 of the City of Fairburn Code of Ordinances.

RECOMMENDED ACTION: For Council to approve the appointments of Eric Wallis, Jr., Synitra Hutcherson and William Strawn to the Board of Appeals.


Elizabeth Carr-Hurst, Mayor

Eric Wallis, Jr.

Eric Wallis Jr. is a four-year resident of Fairburn, Georgia. Mr. Wallis is an Air Force veteran and shining star in the Federal Aviation Administration. He is a productive member of his community, and constantly search for ways to improve his neighborhood and build lasting relationships with his neighbors. He has been service oriented since his elementary school days and looks forward to continue in that light of service for his fellow citizens of Fairburn.



Synitra Hutcherson

BS: PSYCHOLOGY May 1983
Troy State University

EXPERIENCE:

Teacher
Director of School System
Owned successful Government funded
tutoring company
Motivational Speaker
Work on Circuit Clerk Campaign



136 Malone
Circle Fairburn, Ga. 30213
☎ 407-608-8389
✉ synitratrinity@gmail.com

SUMMARY

A Professional with strong verbal and written communication skills, while maintaining good judgement and decision making abilities. Proven ability to establish rapport with clients and exceed quotas. Reliable, driven, self-starter, objective-focused, and strong time management and strong problem solving abilities.

HIGHLIGHTS:

Analytical Skills. Customer Service. Research Skills. Technology. Service Oriented. Attention to Detail
Sharp Problem Solver. Energetic Worker. Master Recruiter. Recruitment Fairs. Banking/Auditor. Deadline Driven
Team player. Organizational & Interpersonal Skills

**CURRICULUM & STAFF DEVELOPMENT DIRECTOR/RECRUITER/CUSTOMER SERVICE/APRIL 2017-PRESENT
TRINITY EARLY LEARNING CENTER/ATLANTA, GA.**

Coordinate and Assist in the design, implementation, evaluation, and follow up of curriculum
Sent weekly marketing and recruitment mail outs to the community
Support recruitment and enrollment process
Conducted Tours and School Interviews
Conducted new employee and student Orientation

**2ND GRADE TEACHER/ AUGUST 2013- MAY 2014
ARLINGTON CHRISTIAN SCHOOL – FAIRBURN, GA.**

Planned, implemented and created activities to meet the physical, emotional, intellectual and social needs of the students. Improved learning gains in students from day one to end of school term Established a parent/teacher rapport in order to get the best out of each student Developed culturally appropriate programs and activities

**RESOLUTIONS/CUSTOMER SERVICE MANAGER/RECRUITER/MAY 2005 - JUNE 2013
A + MARKEM TUTORING INC/ORLANDO, FLORIDA**

PROFESSIONAL AFFILIATIONS:

Who's Who of America
Society for Marketing Professionals (SMP)
Public Relations Society of America
Toast Masters National Member
Public Relations Society

SKILLS AND CERTIFICATIONS:

Certified Protocol Instructor
Retired Certified Educator (K-6)

Synitra

William Strawn

William Strawn has been a citizen of Fairburn for many years. He is the former owner of the Strawn Brewing Company located in Fairburn, GA, which is now Cochran Mill Brewing Company. Mr. Strawn also serves on the Fairburn Ethics Committee.



CITY OF FAIRBURN
CITY COUNCIL AGENDA ITEM

SUBJECT: FOR MAYOR AND COUNCIL TO APPROVE THE APPOINTMENT OF JEFF DICKERSON (DICKERSON COMMUNICATIONS) AS COMMUNICATIONS SPECIALIST AND PUBLIC ADVOCATE.

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

Submitted: 06/08/2020 **Work Session:** N/A **Council Meeting:** 06/08/2020

DEPARTMENT: Mayor and City Council

BUDGET IMPACT: \$25,000 budget line 100-1320-52-1210

PUBLIC HEARING? () Yes (X) No

PURPOSE: This item is for discussion and possible approval by the Mayor and City Council to appoint Jeff Dickerson as Communications Specialist and Public Advocate for the City of Fairburn.

FACTS AND ISSUES: Jeff Dickerson is the President of Dickerson Communications, a public affairs firm that with over 35 years of Public Advocacy and Communications experience.

RECOMMENDED ACTION: Approval of the engagement letter and appointment of Mr. Jeff Dickerson as Communications Specialist and Public Advocate for the City of Fairburn.


Elizabeth Carr-Hurst, Mayor

Jeff Dickerson

*Communications Specialist
And Public Advocate*

Jeff Dickerson is president of Dickerson Communications, a public affairs firm that advocates and defends clients in the court of public opinion and before public governments and agencies.

Dickerson has more than 35 years of public advocacy and communications experience as op-ed editor of The Detroit News; editorial writer and columnist for The Atlanta Journal-Constitution, the Atlanta Business Chronicle and The Atlanta Tribune. Dickerson served on the editorial board of the AJC for 17 years, authoring the newspaper's opinions on a wide range of public policy issues.

Dickerson Communications was launched in 2000 to advocate for and defend clients facing public crises and media challenges. The firm has served an array of private-sector clients, including The Coca Cola Co., Delta Air Lines, SCANA Energy, Kaiser Permanente, AT&T, HMS Host, Cancer Treatment Centers of America, the Savannah College of Art and Design, the Georgia Bankers Association, the Atlanta Committee for Progress and many more.

Public-sector clients include the Atlanta Housing Authority, Atlanta Public Schools, the DeKalb County School District, the Georgia Department of Transportation, DeKalb County Government, Stone Mountain Park, the City of Brookhaven, the Georgia Department of Human Services and the Fulton-DeKalb Hospital Authority.

Dickerson has successfully advocated for clients before the Office of the Mayor of Atlanta, Atlanta City Council, various county commissions, the Georgia General Assembly and the U.S. Congress.

For three decades, Dickerson appeared on WAGA-TV Fox 5's "Georgia Gang," Atlanta's leading public affairs program offering political analysis of local and state issues.

Case histories of Dickerson's successful public advocacy are available at www.dickerson-communications.com.

DICKERSON COMMUNICATIONS



1096 PIEDMONT AVE.
UNIT 2
ATLANTA, GEORGIA 30309

PHONE 678.640.1972

May 12, 2020

Letter of Agreement

Elizabeth Carr-Hurst
Mayor, City of Fairburn
Fairburn City Hall
56 Malone Street
Fairburn, GA. 30213

Dear Mayor Hurst,

The purpose of this letter is to outline various communications services Dickerson Communications will provide to the City of Fairburn (the City), and the compensation for rendering those services.

Dickerson Communications agrees to serve the City as its communications agency in accordance with and subject to the following terms and conditions.

Dickerson Communications will be responsible for the following services:

- Developing public statements, messages, talking points, and strategies to manage the City's public challenges and opportunities.
- Serving as a strategic communications advisor to help mitigate public crises.
- Contacting media representatives and managing media relations on behalf of the City.
- Participating in all relevant meetings to stay current on critical issues.
- Drafting strategic messaging and talking points.
- Reviewing and editing external communications to stakeholders.

The general provisions of this agreement are as follows:

Mutually Exclusive Arrangements: Dickerson Communications agrees to refrain during the life of this agreement from acting as a communications agency for any forces or agencies in opposition to City leadership.

Care of Property: Dickerson Communications will maintain communications materials in a confidential manner, and upon request will return all materials after the termination of this agreement.

Confidentiality: Dickerson Communications will not disclose any trade secrets, communications strategies or other proprietary information, nor will Dickerson Communications use the City's confidential information in any way, directly or indirectly, except as required in the performance of this contract.

Termination of Agreement: This agreement will take effect upon signing. Either party may terminate the agreement at any time. To terminate, written notice must be given at least 30 days before the effective date of termination. The City agrees to pay for all services rendered up to the effective date of termination.

Accuracy of Information: The City agrees to accept responsibility for the accuracy and legal integrity of all information submitted to Dickerson Communications. The City also accepts responsibility for reviewing all communications materials prepared by Dickerson under this agreement, and to ensure that all representations, direct or implied, are supportable by objective data possessed by the City.

Fees: Compensation for services rendered under this contract will be based on a retainer of \$5,000.00 per month for six months. The fee is due upon acceptance of this agreement.

This agreement is accepted by: **Dickerson Communications**

By: _____
(Authorized Signature)

(Print Name and Title)

Date: _____

The City's Acceptance

DICKERSON COMMUNICATIONS



3575 TRINITY PLACE
LITHONIA, GEORGIA 30038

OFFICE 404.935.3550

This agreement is accepted by

By: _____
(Authorized Signature)

(Print Name and Title)

Date: _____



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: LEASE AGREEMENT BETWEEN THE CITY OF FAIRBURN AND TRION STUDIO/MFI

☐ AGREEMENT ☐ POLICY / DISCUSSION ☒ CONTRACT
☐ ORDINANCE ☐ RESOLUTION ☐ OTHER

Submitted: 06/03/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Property Management (Education Campus)

BUDGET IMPACT: 1) From budget line item 100-1565-52-2201, the City has approved (5-11-2020) the expenditure of \$60,000.00 for a partial buildout of Classroom Building #3; 2) The subject lease will generate rent income to the City in the first (1st) year (8/01/2020 - 7/30/2021) in the amount of \$88,574.50. The rental rate will rise annually, and in year five (5) (8/01/2025 - 7/30/2026) through the end of the ten (10) year term (7/30/2030), annual rent income to the City will be \$278,377.00.

PUBLIC HEARING? ☐ Yes ☒ No

PURPOSE: Amend the Lease Agreement approved on May 11, 2020 to substitute Trion Film Institute, Inc., a Georgia Domestic Nonprofit Corporation, as Lessee.

HISTORY: On May 11, 2020, the City approved a ten (10) year Lease Agreement with Trion Studios, LLC (under the direction and control of Mr. Chris Donaldson) (effective 8/01/2020) for the use of Classroom Building #3. In keeping with the City's obligations flowing from the tax-exempt bond financing of the subject property, this Lease was conditional upon Mr. Donaldson's assurance that the Lessee would be a not-for-profit enterprise under his direction. Mr. Donaldson has since formed Trion Film Institute, Inc., a Georgia Domestic Nonprofit Corporation, for this purpose.

RECOMMENDED ACTION: Approval of the proposed amended Lease Agreement.


Elizabeth Carr-Hurst, Mayor

**STATE OF GEORGIA
COUNTY OF FULTON**

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into effective the 1st day of August, 2020 ("Effective Date") by and between the **CITY OF FAIRBURN, GEORGIA**, a Georgia Municipal Corporation, whose address is 56 Malone Street, Fairburn, Georgia 30213, hereinafter "the City" or "the Lessor", and **TRION FILM INSTITUTE, INC.**, a Georgia Domestic Nonprofit Corporation, whose address is 336 West Broad Street, Fairburn, Georgia 30213, and whose Chief Executive Officer and Registered Agent is Chris Donaldson, hereinafter "Trion" or "the Lessee", the parties to this Agreement hereinafter sometimes referred to collectively as "the Parties".

ARTICLE I. **LEASED PREMISES AND USE OF LEASED PREMISES**

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the Parties, does, as of the Effective Date, grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee the premises situated in Fulton County, Georgia, and more particularly described as follows, *to wit*:

SEE LEGAL DESCRIPTION ON EXHIBIT "A" ATTACHED

(hereinafter "the Premises"), together with all the improvements, tenements, and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times, and the Lessee does hereby agree as of the Effective Date to lease, rent and take the Premises from the Lessor, upon the terms and conditions herein stated, to use the Premises solely for educational functions and facilities.

ARTICLE II. **TERM**

This Agreement shall be for a term of ten (10) years commencing at 12:00 AM on August 1, 2020 and shall terminate at 11:59 PM on July 30, 2030, unless earlier terminated, modified, extended, or renewed (hereinafter "the Term").

ARTICLE III. **RENT**

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Rent:

- a. Beginning on the Effective Date, and for the first 12 months of this Agreement, Lessee shall pay Lessor an annual Rent of Three Dollars and 50/100 (\$3.50) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the first 12 months.
- b. Beginning on the Effective Date, and for the next 12 months of this Agreement, beginning on August 1, 2021, Lessee shall pay Lessor an annual Rent of Four Dollars and 50/100 (\$4.50) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the second 12 months.
- c. Beginning on the Effective Date, and for the next 12 months of this Agreement, beginning on August 1, 2022, Lessee shall pay Lessor an annual Rent of Five Dollars and 50/100 (\$5.50) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the third 12 months.
- d. Beginning on the Effective Date, and for the next 12 months of this Agreement, beginning on August 1, 2023, Lessee shall pay Lessor an annual Rent of Seven Dollars and 00/100 (\$7.00) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the fourth 12 months.
- e. Beginning on the Effective Date, and for the next 12 months of this Agreement, beginning on August 1, 2024, Lessee shall pay Lessor an annual Rent of Nine Dollars and 00/100 (\$9.00) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the fifth 12 months.
- f. Beginning on the Effective Date, and for the remaining Term of this Agreement, beginning on August 1, 2025, Lessee shall pay Lessor an annual Rent of Eleven Dollars and 00/100 (\$11.00) per square foot of the Premises described in Exhibit "A" attached, which annual Rent shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the remaining Term of this Agreement.
- g. Any monthly installment of Rent not received by Lessor within ten (10) days of the due date of shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

ARTICLE IV. OPTIONS TO RENEW

The Lessor, in consideration of the terms and conditions set forth in this Agreement, along with the Exhibits "A" and "B", which Exhibits are incorporated herein by reference, and all of the promises, covenants and stipulations contained herein, does hereby grant and convey to Lessee the exclusive right, privilege and option, in Lessee's sole discretion, to renew this Agreement for up to three (3) consecutive Renewal Terms, each for a Renewal Term of five (5) years. During the First Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Twelve Dollars and Seventy-Five Cents (\$12.75) per square foot of the Premises described in Exhibit "A". During the Second Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Thirteen Dollars and Fifty Cents (\$13.50) per square foot of the Premises

described in Exhibit "A". During the Third Renewal Term, if any, Lessee shall pay Lessor an annual Rent of Fourteen Dollars and Twenty-Five Cents (\$14.25) per square foot of the Premises described in Exhibit "A". Notice of Lessee's intent to exercise its option to renew shall be provided to Lessor at least ninety (90) days prior to the end of the Term of this Agreement, and at least ninety (90) days prior to the end of any Renewal Term that is then in effect. Rent paid during any Renewal Term shall be paid to Lessor in equal monthly installments on the first (1st) day of each and every calendar month during the Renewal Term. Any monthly installment of Rent not received by Lessor within ten (10) days of the due date of shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

ARTICLE V. **MAINTENANCE AND REPAIR**

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises during the construction of the buildings, except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

ARTICLE VI. **STIPULATIONS**

The said stipulations provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "B", are hereby incorporated herein and made a part of this Agreement by reference.

ARTICLE VII. **GEORGIA LAW; ENTIRE AGREEMENT**

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. The Parties mutually agree that this Agreement, including the attached Exhibits "A" and "B" shall constitute the entire agreement of the Parties and that all other agreements between the Parties respecting the City of Fairburn Educational Campus shall be deemed null and fully discharged as of the Effective Date of this Agreement.

(Signatures On Next Page)

IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first written above, each of the said parties keeping one of the copies hereof.

CITY OF FAIRBURN, GEORGIA

Elizabeth Carr-Hurst, Mayor

TRION FILM INSTITUTE, INC.
A Georgia Nonprofit Corporation

Chris Donaldson, Chief Executive Officer

Arika Birdsong-Miller, City Clerk

Corporate Secretary

William R. Turner, City Attorney

Signed in the Presence of:

Notary Public

EXHIBIT "A"

Leased Premises

Fairburn Education Campus
Classroom Building # 3

Lower Level

5,397 Square Feet

Main Level

9,955 Square Feet

Upper Level

9,955 Square Feet

Total Square Feet of Leased Premises: 25,307 Square Feet

EXHIBIT "B"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Agreement

Purpose of Paragraph Identification References

The brief, captioned, paragraph-identification references, which appear in the left hand margin of this Exhibit B, are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

- a) "Lessor" means the City of Fairburn, Georgia, acting pursuant to a Project Lease Agreement between the City and the Downtown Development Authority of Fairburn, including their successors and assigns, if any.
- b) "Lessee" means Trion Film Institute, Inc. a Georgia Domestic Nonprofit Corporation.
- c) "Premises" means the premises leased and identified in Article 1 of the Agreement, set forth with more particularity at Exhibit A to this Agreement.
- d) Any and all references to the "term" of this Agreement shall mean not only the initial term, but also any renewal or extension of the initial term.

Time of Essence

Time is of the essence in this Agreement.

Service of Notice

All notices, requests, demands and other communications necessary or required under this Agreement shall be in writing and shall be mailed by first class United States certified mail, return receipt requested, delivered by a commercial carrier, or personally delivered at the addresses indicated below:

If to Lessor ---

Mayor
City of Fairburn
City Hall
56 Malone Street
Fairburn, Georgia 30213

and

City Administrator
City of Fairburn
City Hall
56 Malone Street
Fairburn, Georgia 30213

If to Lessee ---

Chris Donaldson, CEO
Trion Film Institute, Inc.
336 West Broad Street
Fairburn, Georgia 30213

With copies to:

As to each party, at such other address and/or person as shall be designated by such party by written notice to the other.

Covenants of Title and Quiet Enjoyment

Lessor covenants that the Downtown Development Authority of Fairburn is seized of the Premises in fee simple absolute and, pursuant to a certain judicially validated Intergovernmental Agreement and Project Lease Agreement by and between the Downtown Development Authority of Fairburn and the City of Fairburn Georgia, Lessor holds a leasehold interest in the Premises which vested in Lessor the right to enter into this Agreement regarding the Premises. Lessee, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy the Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever. If, for any reason whatever, except if caused by an act of Lessee or its agents, Lessee is deprived of its right to lawfully, quietly, and peacefully have, hold, use, possess, enjoy and occupy the Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Lessee by giving the Lessor notice thereof. If the Lessor's title shall come into dispute or litigation, the Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

Notice of Appointment of Agent

Lessee shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Lessee by the Lessor in writing.

Change in Ownership of Premises

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. Further, no change or division in ownership shall be binding on the Lessee for any purpose until the Lessee shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect On Heirs, Assigns, Etc.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Lessor's Failure to Deliver Premises at Commencement of Term

Should the Lessor, for any reason whatever, be unable to deliver possession of the Premises to the Lessee at the commencement of the term, there shall be a total abatement of rent during the period between the commencement date and the date upon which the Lessor delivers possession of the Premises to the Lessee.

Destruction of or Damage to Premises

In the event the Premises, either prior to the commencement date or during the term of this Agreement shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Lessee, there shall be a total abatement of rent during the period of time the Premises are unfit for occupancy. Shall the Premises, either prior to the commencement date of this Agreement or during the term thereof, be partially destroyed, by any cause whatever, except if caused by act of Lessee or its agents, but not rendered unfit for occupancy by Lessee, then the Lessor agrees that the Premises, at the Lessor's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In the event of a partial destruction of the Premises there shall be a proportionate abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent shall be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Lessee in Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Lessor. In connection with the foregoing, it is agreed by the parties hereto that the Lessee and Lessor shall have a third party to decide, after making a reasonable assessment of damages, who shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the Lessee. There shall be no abatement of rent if any damage is caused by act of Lessee or its agents.

Use of Premises and Lessee's Insurance Requirements

a) Lessee shall use Premises for any purpose within the powers of same for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of Premises, nor acts done, which will cause a cancellation of or an increase in the fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Lessor and obtaining appropriate insurance endorsements, including the payment of any increase in premium for such endorsements. The Lessee shall not sell, or permit to be kept for use in or about Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.

b) Lessee shall insure or self-insure at its own cost and expense all of its fixtures, furnishings, equipment and personal property, which it may use or store on the Premises. Lessee will provide third party liability coverage arising from the acts of its officers, members, and employees for \$1,000,000.00 per person and \$3,000,000.00 per occurrence.

Event of Default

If Lessee fails to fulfill or obey any of the stipulations, provisions, terms, conditions, covenants, agreements, or obligations of this Lease, whether monetary or non-monetary, Lessee shall be in default of the Lease ("Event of Default"). In the Event of Default, Lessor may, at its option, provide a written seven (7) days notice of default and opportunity to cure upon Lessor specifying the nature of said default. Upon the expiration of seven (7) days, if Lessee has not cured the Event of Default, Lessor may pursue all remedies available to Lessor at law or in equity, including, but not limited to, dispossessory proceedings in a court of competent jurisdiction. In the Event of Default, Lessor may take any legal action to enforce any of Lessee's covenants and obligations in the Lease.

Holding Over

Any holding over, or continued use and/or occupancy by the Lessee of the Premises after the expiration of this Agreement shall operate and be construed as a tenancy at will.

Repairs by Lessor

During the term of this Agreement, and subject to the provisions of Article 4 of this Agreement, Lessor, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Premises together with any improvements or additions the Lessor might install in or place upon the Premises in the course of the term of this Agreement. In the event that Lessee constructs or erects any additions and/or improvements to or on the Premises, Lessor shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

Notice to Lessor of Damage of Defects

Lessee shall give to Lessor prompt written notice of any defects in the Premises and, subject to the provisions of Article 4 of this Agreement, such defects shall be remedied with due diligence by the Lessor at Lessor's expense.

Entry for Inspection and Repairs, Alterations or Additions, Janitorial Services, Rubbish Removal

Lessee shall permit Lessor, his agents or employees, to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations, or additions to any portion of the Premises.

Lessee shall furnish janitorial services for general cleaning of the Premises. Lessee shall use care to select honest and efficient personnel for such services.

Lessee shall keep the Premises clean, both inside and outside, at its own expense, and shall see that all garbage, trash, and all other refuse is disposed of properly.

Termites, Rodents, and Pests

Lessor shall, subject to the provisions of Article 4 of this Agreement, at its own expense, keep the Premises free from infestation by termites, rodents, and other pests, and shall repair all damage caused to the Premises by same during the term of this Agreement.

Utilities

Lessee shall furnish all water, electricity, gas, fuel, oil, coal, light, air conditioning, heat, cable, internet and power, or any other utility used by Lessee while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the services of water, electricity, gas, fuel, oil, coal, light, air conditioning, heat, cable, internet and power or any other utility unless caused by an act of Lessor. In the event of an interruption in water, electricity, light, air conditioning, heat, cable, internet, or power caused by Lessor, subject to the provisions of Article 4 of this Agreement, Lessor will proceed with all due diligence to restore same.

Taxes and Assessments

This section is not applicable.

Removal of Improvements, Erections and Additions by Lessee

With the express written consent of the Lessor first having been obtained, the Lessee may make, at Lessee's own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conduct of the Lessee's business. All improvements, erections and additions installed in or placed upon the Premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Lessee, and may be removed by the Lessee, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Lessee removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Lessee

At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Lessee shall have the right and privilege to remove all easily removable fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises. The Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Reservation of Rights

Lessor reserves the right to have access to and to have the use of all areas of the Administration Building not a part of the Leased Premises (Exhibit A) covered by this Agreement.

Waiver of Rights

The waiver by Lessor, or by Lessee, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, term, covenant, agreement or condition herein contained.

Abandonment of Premises

During the term of this Agreement, Lessee agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance.

Assignment and Subletting

Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or

any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Lessor first having been obtained. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, on twenty (20) days notice to Lessee, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Lessor.

Effect on Assignment and Subletting when Lessee Surrenders Premises

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing sublets or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such sublets or subtenancies.

Surrender of Premises

Lessee shall, at the termination of this Agreement, vacate and surrender the Premises in good order and condition; reasonable use and ordinary wear and tear excepted.

Invalidity of Provision or Portion of Provision

Should any provision or portion of such provision of this Agreement be held invalid, the remainder of this Agreement or the remainder of such provision shall not be affected.

Compliance with Laws, Ordinances and Regulations

- a) Lessor shall be responsible for compliance with all applicable laws, ordinances, and regulations.
- b) Lessor is solely responsible for assuring that the Premises and all common areas are at all times in compliance with the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.* (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the Premises after the commencement date of this Agreement due to an election by Lessee to remodel (but not including any remodeling or alterations at the beginning of the term of this Agreement to make the Premises initially suitable for Lessee), Lessor shall be solely responsible for all costs and expenses associated with ADA compliance. Lessor shall not charge Lessee for, nor seek reimbursement from Lessee for, any expenditures, capital or otherwise, associated with conforming the Premises or common areas to the requirements of the ADA and the Regulations.

Subordination

This Agreement shall be subject and subordinate to all existing liens and encumbrances against the Premises (and all rights and obligations contained therein).

Mold

Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the property clean, and take other measures to retard and prevent mold and mildew from accumulating in the Premises. Lessee agrees to clean and dust on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee agrees not to block or cover heating, ventilation, or air conditioning ducts on the Premises. Lessee also agrees to immediately report to the Lessor: (1) any evidence of a water leak or excessive moisture on the property, as well as in any storage room or common area; (2) any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction of the heating, ventilation or air conditioning systems in the Premises; and (4) any inoperable windows and doors. Lessee further agrees that Lessee shall be responsible for damage to the Premises and Lessee's property as well as injury to Lessee and Lessee's occupants resulting from Lessee's failure to comply with the terms of this paragraph.

Entire Agreement

This Agreement, including the attached Exhibits A and B, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements, either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by all the parties to this Agreement.

END OF EXHIBIT "B"



Company

Executive Summary

Objective

This proposal outlines a plan to educate the City of Fairburn youth adults in the areas of professional film production, audio recording and radio / television broadcasting. This service is discounted to the Fairburn resident youth attending the Institute. The studios within the facility will also be used to train and employ residents of Fairburn. Our robust portfolio of work in this area is what sets us apart from the rest and our level of education, experience and track record in the youth education platform is the first of its kind in the entire state of GA.

Goals

The City of Fairburn would benefit greatly with their vision of educating the youth and economically growing within the workplace by partnering with Metro Institute / Trion Studios. As the City continues to blossom, will make sure the youth are highly educated, trained and prepared within the number 1 growing and profitable industry (entertainment) in the entire southern region. Having Metro / Trion will place Fairburn as the number 1 city with a highly respected youth performing arts / film production Institute in the entire south.

Solution

With our professional, experience, trained staff of writers, producers, cinematographers, gaffers, actors, musical directors, business instructors and more, we concentrate diligently on the following:

Education / Training: Students are classroom trained. Utilizing the MFI curriculum which is derived from American Film Institute Los Angeles (AFI) which is considered the top film Institute in the world. Several of our instructors are graduates of that institution.

On Set Training: Metro Students will obtain actual film industry credits to be used towards their job experience points while in studies. This will place the students at a greater advantage when positioning themselves within the major film productions after graduation.

Employment: Metro / Trion will train and employ residents from the Fairburn area, from the entry to managerial / executive level positions.

Studios: Trion will build (3) state of the art television studios. With shows like the "Angle Stone" show featuring Angle Stone, Patty Labelle, Kelly Price, "The Round Table" with celebrity guest each night. The shows will air on networks such as BET, CBS, HBO, DUBL and all streaming platforms obtaining millions of viewers daily.



Company

QUALIFICATIONS

Working in the entertainment industry for the past 29 years in the capacity of ASCAP writer, musical producer, cinematographer, performing arts instructor, film director and accolades covering CBS, HBO, Starz, Lifetime networks and more, Mr. Chris Donaldson has a proven track record and has high respect, support and admiration from the industry colleagues and executives. Business partner / friend the late Tommy Ford (Martin Lawrence) and he started Trion / MFI with the support and blessings from dozens of celebrity friends such as Charles Dutton, Bill Bellamy, Angie Stone, Senator Lena Taylor, Mayor Steve Benjamin (SC) network executives, casting directors, Sony distributors and many more.

WORLD CLASS EXECUTIVE TEAM

Not only is our CEO / Founder highly trained, educated and well respected within the entertainment industry, he has assembled a world class executive team that will also be training, teaching and producing at METRO / TRION studios.

- Jeff Robinson - Best known for facilitating singer superstar Alicia Keys career. Manager / advisor for over 10 years. Currently managing / advising platinum recording artist HER. Jeff duties will include working diligently in the entertainment business art department of Metro / Trion. Teaching how to build, manage, promote, market the art / talent.
- Angie Stone - Grammy Award winning (Arista recording artist). Her duties will include teaching MFI students vocals, melodies, chorus arrangements and the business of touring. Breaking into the entertainment industry. She will also be accompanied each month with lectures and appearances from celebrity friends and guest such as Kelly Price, Patty LaBelle, Lauryn Hill, Alicia Keys, Tank and more.
- Kenneth Jones - Entertainment Attorney. Has worked with Warner Bros, Paramount Studios, Virgin Records, Disney, CBC television. His duties include teaching the business of entertainment. Contracts, promotions, writing a business plan, finance within entertainment structure, how to advance to the next level with the arts.
- Vince Sizer - Vice President of Marketing. Accolades covers. Facilitating career of Jamie Foxx, Tommy Ford, Mya, Steven Davis (NFL) Richard Hamilton (NBA) Wany'a Morris (Boyz II Men) His duties will include domestic / international affairs for Metro Institute / Trion Studios. Handling online course studies from 15 countries, corporate sponsors and private donations.
- Tyrone Tate - Director of Operations. Duties to include the day to day operations of Trion & Metro Institute. Class scheduling, student progress, staff placements, student corporate internship / job placement and more.

PRICING

The tuition is discounted to all Fairburn resident students. The school will teach up to 245 students per year on campus with an estimated 350 - 500 taking online courses around the country.

Metro / Trion obtains their annual operation budget via grants, private donations, merchandise sales, studio rentals and television revenue.



Company

Metro / Trion will grant to the Mayor's office the usage of the state of the art studio (B) space for their monthly council meeting which will be streamlined out to the Fairburn residents and surrounding areas for FREE. (This Includes Trion production staff)

TIMELINE

Metro / Trion is eager and ready to begin the build out procedure on the building. As stated within the cover letter, Trion will invest 1,500,000.00 (One Million Five Hundred Thousand Dollars) into the facility over the first 18 months. This is with our understanding that the new Fulton County STEM school program will be complete within the fall of 2021, therefore we are aligning the Metro Film Institute classrooms / studio areas to be completed and ready for operation.

Metro / Trion is seeking a long term relationship with the City of Fairburn and is willing to sign a multi year agreement showing our commitment in assisting Fairburn in educating the youth and bringing economic growth with paying jobs and advancing careers to the people of Fairburn.

We are eager and ready to begin building Metro / Trion Studios in the Fairburn area April of 2020.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Trion Film Institute Inc.
a Domestic Nonprofit Corporation

has been duly incorporated under the laws of the State of Georgia on **05/11/2020** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/19/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

**Articles of Incorporation
Of
Trion Film Institute Inc.**

Article 1

The name of the corporation is Trion Film Institute Inc.

Article 2

"The corporation is organized pursuant to the Georgia Nonprofit Corporation Code."

Article 3

Street address and county of the registered office is, 336 West Broad St Fairburn GA, 30213.
The registered office is Chris Donaldson. The county of the registered office is Fulton.

Article 4

The name and address of each incorporator is:

Chris Donaldson
336 West Broad St
Fairburn GA, 30213

Jasmine Martin
3552 Pine Forest Dr
Fairburn GA, 30213

Tyrone Tate
4500 Ridge Road
Fairburn GA, 30213

Article 5

The Corporation will not have members.

Article 6

The mailing address of the corporation's principal office is 336 West Broad St Fairburn Georgia, 30213.

Article 7

The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes as specified in Section 501(c)(3) of the Internal Revenue Code, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. The specific purposes of the Corporation is for Teaching Film / Audio Production, Writing, Cinematography.

The Corporation shall not be conducted or operated for profit and no part of the net earnings of the Corporation shall inure to the benefit of any individual, nor shall any of the profits or assets of the Corporation be used other than for the purposes of the Corporation.

Article 8

At all times the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof.
2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
3. Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Article 9

The duration of the corporate existence shall be perpetual. In the event of liquidation, dissolution, or winding up of the Corporation, whether voluntary, involuntary, or by the operation of law, the property or other assets of the Corporation remaining after the payment, satisfaction, and discharge of liabilities or obligations, shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the ____ day of 5/7/2020, 2020.

DocuSigned by:

5126BED3A8E2461

Incorporator

Chris Donaldson
(Capacity of signer Incorporator)

CEO / Founder



Secretary of State

OFFICE OF SECRETARY OF STATE
CORPORATIONS DIVISION
2 Martin Luther King Jr. Dr. SE
Suite 313 West Tower
Atlanta, Georgia 30334
(404) 656-2817
sos.ga.gov

Electronically Filed
Secretary of State
Filing Date: 5/11/2020 3:51:08 PM

TRANSMITTAL INFORMATION FORM
GEORGIA PROFIT, NONPROFIT OR PROFESSIONAL CORPORATION

Primary Email Address: directorchrisonaldson@gmail.com

1. Entity Type (check one only) ☐ Profit Corporation ☒ Nonprofit Corporation ☐ Professional Corporation

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

Trion Film Institute Inc.

Corporate Name (List exactly as it appears in articles.)

2. Chris Donaldson
Name of Person Filing Articles of Incorporation

<u>336 West Broad St</u>	<u>Fairburn</u>	<u>GA</u>	<u>30213</u>
Address	City	State	Zip Code

3. 336 West Broad St
Principal Office Mailing Address of Profit/Non Profit Corporation (Unlike registered office address, this may be a post office box.)

<u>Fairburn</u>	<u>GA</u>	<u>30213</u>
City	State	Zip Code

4. Chris Donaldson
Name of Registered Agent in Georgia

336 West Broad St
Registered Office Street Address in Georgia (Post office box or mail drop not acceptable for registered office address.)

<u>Fairburn</u>	<u>Fulton</u>	<u>GA</u>	<u>30213</u>
City	County	State	Zip Code

directorchrisonaldson@gmail.com
Registered Agent's Email Address

5. Name and Address of Each Incorporator

<u>Chris Donaldson</u>	<u>336 West Broad St</u>	<u>Fairburn</u>	<u>GA</u>	<u>30213</u>
Incorporator	Address	City	State	Zip Code
<u>Jasmine Martin</u>	<u>3552 Pine Forest Dr</u>	<u>Fairburn</u>	<u>GA</u>	<u>30213</u>
Incorporator	Address	City	State	Zip Code
<u>Tyrone Tate</u>	<u>4500 Ridge Road</u>	<u>Fairburn</u>	<u>GA</u>	<u>30213</u>
Incorporator	Address	City	State	Zip Code

6. ANNUAL REGISTRATION AGREEMENT

- Georgia corporations incorporated between January 1 – October 1 must file its annual registration with the Secretary of State within 90 days after the date its articles of incorporation are filed with the Secretary of State.
- Georgia corporations incorporated between October 2 – December 31 must file its annual registration with the Secretary of State between January 1 and April 1 of the next year succeeding the calendar year of its incorporation.

7. Submitted with this filing is a filing fee of \$100.00 payable to "Secretary of State". Filing fees are non-refundable.
I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (The clerk of superior court can advise you of the official organ in a particular county.) I understand that this Transmittal Information Form is included as part of my filing, and the information on this form will be entered in the Secretary of State business entity database. I certify that the above information is true and correct to the best of my knowledge.

Chris Donaldson
Signature of Authorized Person



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVE THE FULTON COUNTY CDBG COOPERATION AGREEMENT FOR PY's 2021-2023 & ADOPTION OF THE RESOLUTION TO BE INCLUDED IN THE PROGRAM.

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

Submitted: 06/01/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Community Development

BUDGET IMPACT: There are no expenses associated with the agreement.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Fulton County Community Development Block Grant (CDBG) Cooperation Agreement for Program Years 2021-2023 and adopt the associated Resolution.

HISTORY: Fulton County has provided administrative services associated with the Community Development Block Grant (CDBG) Program for the last several program cycles and is proposing to perform these services once again. In the past, we have used the funds derived from the Fulton County CDBG Program to make infrastructure and facility improvements in the Lightning Neighborhood.

FACTS AND ISSUES: Authorizing the Mayor to sign the Agreement will allow the City of Fairburn to continue to leverage CDBG funds as in previous years. The Mayor is also required to sign the associated Resolution as evidence of the authorizing execution of said Agreement.

RECOMMENDED ACTION: Staff recommends that City Council authorizes the Mayor to sign the PY 2021- 2023 Cooperative Agreement and that Mayor and City Council adopt the resolution as presented.


Elizabeth Carr-Hurst, Mayor



Fulton County
Department of Community Development



May 12, 2020

The Honorable Mayor Elizabeth Carr-Hurst
Fairburn City Hall
56 Malone Street
Fairburn, GA 30213

Re: Cooperation Agreement for Program Years January 1, 2021 – December 31, 2023

Dear Mayor Carr-Hurst:

Every three years, Fulton County, as the lead entity for the Fulton County Urban County CDBG Program, is required to re-qualify as an Urban County along with each of its municipal partners. As such, the Fulton County CDBG Program Office is requesting documentation of the City's intent to participate in the Fulton County Urban County CDBG Program. If the City elects to participate for the next three years, please pass a resolution to authorize the chief elected official to execute an agreement that allows for continual participation in the Fulton County Urban County CDBG Program. If the City elects to not participate, please send a formal declination that excludes participation in Fulton County's Urban County CDBG Program. *(Fulton County is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the City of Fairburn notifies the Fulton County CDBG Program Office in writing by Friday, June 5, 2020).*

This letter serves as notification that the City of Fairburn is not eligible to apply for CDBG grants under the State CDBG program while it is a part of an Urban County, and in becoming a part of the Urban County, City of Fairburn automatically participates in the HOME and ESG programs if the Urban County receives HOME and ESG funding, respectively. If a jurisdiction decides to exclude itself from Fulton County's Urban County, it may compete statewide through the Georgia State Department of Community Affairs (DCA) CDBG Program for any future CDBG funding.

We have enjoyed working with the City of Fairburn over the years and we know that the CDBG funds invested in the City of Fairburn has funded numerous public improvements, supported nonprofit agencies, and provided assistance to low and moderate income families.



Fulton County
Department of Community Development



Page 2 of 2

City of Fairburn

Cooperation Agreement Program Years 2021- 2023

To remain a part of the Fulton County Urban County, the City should take the following steps:

Council Action Required

- Obtain a formal majority vote by the City Council at a regularly scheduled or special meeting prior to June 5, 2020 to rejoin the Fulton County Urban County CDBG Program; and
- Authorize the Mayor to execute and the City Clerk to certify all Cooperation Agreements and any other necessary documents permitting the City to remain as a member of the Fulton County CDBG Program.

Mayor/Clerk Action Required

- Execute Federal Program Year [PY] 2021-2023 Cooperation Agreement with original signatures on all 5 copies.
- Return all 5 copies of PY2021-2023 Cooperation Agreements and copies of the City's authorizations [agenda and minutes] to the Fulton County CDBG Program Office- Attention Kim Benjamin, CDBG Community Development Manager, by Friday, June 12, 2020.
- If your City chooses to exclude itself from the Fulton County Urban County CDBG Program, you are required to notify the County in writing that the City wishes to be excluded from participation in Fulton County's Urban County program at the expiration of the current agreement by Friday, June 5, 2020.

Should you have any questions regarding the execution of the attached City of Fairburn Cooperation Agreement, please contact me at (404) 612-1243 or via email at Pamela.roshell@fultoncountyga.gov

Sincerely,

Pamela Roshell, PhD
Interim Director and
Deputy Chief Operating Officer

cc: Robb L. Pitts, Chairman, Fulton County Board of Commissioners
Richard Dick Anderson, County Manager
Anna Roach, Chief Operating Officer
Patrise Perkins- Hooker, County Attorney

U.S. Department of Housing and Urban Development

CDBG Program Urban County Qualification

COOPERATION AGREEMENT

FOR

Fulton County, Georgia

and

The City of Fairburn

Program Years

January 1, 2021 – December 31, 2023

AUTHORITY: HUD - NOTICE CPD-19-04

TABLE OF CONTENTS

Section 1: Urban County Qualification Requirements	3
Section 2: CDBG Program	3
Section 3: Duration of Agreement	5
Section 4: Federal Grant Restrictions	5
Section 5: Compliance	6
Section 6: CDBG Eligible Project Approval.....	7
Section 7: Program Income	7
Section 8: Authorizations	8
Section 9: Agreement Execution	9
Section 10: City Clerk Certification	10
Section 11: Legal Opinion	11

FULTON COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

COOPERATION AGREEMENT

[AUTHORITY: CPD NOTICE 19-04; MARCH 2019]

Program Year 2021 - 2023

This Cooperation Agreement made this ____ day of _____, 2020, by Fulton County, a political subdivision of the State of Georgia (hereinafter referred to as the "County") and the **City of Fairburn**, a municipal corporation located in Fulton County (hereinafter referred to as the "City").

Section 1: Urban County Qualification Requirements

The United States Department of Housing and Urban Development (hereinafter referred to as "HUD") has determined that the County is eligible, as an "Urban County", to receive Entitlement Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, to address certain needs of predominantly low and moderate income persons with CDBG funds, and any program income derived from the expenditure of CDBG funds to be made available during the period beginning with Program Year [hereinafter referred to as PY] 2021 and continuing in place and in full effect until such time in the future as the City shall elect to exclude itself, in accordance with HUD instructions and schedules. The County agrees to provide written notice to the City of its rights of future exclusion from the County CDBG Program for each successive three year qualification period, in compliance with HUD-required notification dates. HUD permits Urban Counties and their participating municipalities to execute Cooperation Agreements which are to be automatically renewed at the end of each three-year qualification period, unless changes in the Agreement are required by HUD that would necessitate the execution of a new Agreement and/or unless the participating municipality elects to be excluded from the Agreement at the beginning of each three year cycle. The County and the City agree, herein, to execute this automatically renewing Cooperation Agreement, with these special stipulations, and as further described in this Agreement, beginning with PY 2021.

Section 2: CDBG Program

The funds received under this Agreement will be used to improve the quality of housing, public facilities, certain public service capital needs, and to create and/or retain jobs, predominantly for low and moderate income persons. These funds will benefit low and moderate income citizens of the County's incorporated municipalities, if the needs of such persons in these municipalities are included in the Fulton County CDBG Program.

By executing the CDBG Cooperation Agreement, the City understands that it: 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds; and

3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds.

Participation in this Agreement covers participation in the Community Development Block Grant [CDBG] program per HUD requirements. The County invites the participation of the incorporated municipalities located in Fulton County in the Community Development Block Grant Program, upon the respective municipalities dedicating their population counts in support of the County formula allocation of funds and the County agrees to carry out the objectives of the Housing and Community Development Act, as amended, throughout the unincorporated areas of the County and in the City.

The County agrees to allocate to the City each Program Year a CDBG "fair share" dollar amount based on the City's percentage of the County's total population, according to the 2020 or later Census, or any Bureau of Census population statistics, if approved by HUD. The City may also receive additional CDBG funds, if awarded by the Fulton County Board of Commissioners. During each Program Year, the City agrees to make priority decisions and to submit a list of eligible CDBG activities to the County. The CDBG activities shall be submitted to the County in accordance with the County's schedule for the preparation of the Consolidated Plan(s), which must be approved by HUD. The list of CDBG activities will be accepted by the County, as recommended by the City, except for activities, which are ineligible under the federal program regulations. The County and the City acknowledge that neither party shall obstruct the implementation of the HUD approved Consolidated Plan(s) during the period covered by this Agreement. The County and City jointly agree to work cooperatively each program year to establish a schedule of implementation, which is responsive to the City's needs, while complying with all federal requirements. The County agrees to submit to the City, for review and comment, any plans, which would affect the City, which will involve the use of CDBG funds for implementation.

Section 3: Duration of Agreement

This Agreement remains in effect until CDBG funds have been received from HUD and have been expended by the City and the County. Neither the County nor the City can terminate or withdraw from the Cooperation Agreement while it remains in effect.

The City pledges its willingness to undertake or assist in the undertaking of eligible CDBG activities funded by the Fulton County CDBG Program. The City understands that it remains a part of the County CDBG Program beginning with PY 2021 and shall remain a member until such time, at the end of any HUD-designated three-year period, as the County provides to the City written notice, in accordance with the HUD-established instructions and schedule, and the City elects not to participate in a new qualification period. The failure of either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for Cooperation Agreements set forth by HUD for a subsequent three year Urban County qualification period and to submit the amendment(s) to HUD, as required by HUD, will void the automatic renewal of such qualification period. The County will notify the City, by HUD prescribed dates, for the next and all subsequent three year qualification periods, of the City's rights to remain a party to the Agreement or elect to choose exclusion from the County CDBG Program.

It is hereby agreed to by the parties signed hereto that neither party shall terminate this Cooperation Agreement after the date first written prior to the end of any three year qualifying period. The City may choose to exclude itself from the County CDBG Program only at the beginning of each three year qualifying period, unless the City has exercised its option to exclude itself from the County CDBG Program established under the terms of the Housing and Community Development Act of 1974, as amended. The only other options for termination of this Agreement are the cancellation by HUD of its obligation to the County under the aforementioned Act, or if the County fails to qualify as an Urban County, or if the County does not receive a CDBG grant in any year of the three year period previously identified. It is also agreed by the parties signed hereto that this Agreement shall remain valid until such time as:

- a. HUD requires changes in the Agreement; or
- b. The City shall choose to exclude itself from the County CDBG Program; or
- c. The County shall no longer qualify to receive CDBG funds.

Section 4: Federal Grant Restrictions

The City understands that it may not apply for grants under the Small Cities or Department of Community Affairs [DCA] State CDBG Program from appropriations for fiscal years during the period in which it is participating in the County's CDBG Program. The City understands that it may not participate in a Consortium except through the County, regardless of whether the County receives a formula allocation.

The County agrees to actively request the City's involvement in the Community Development Block Grant Program and the County agrees to accept the City's interest in undertaking eligible CDBG activities. The City and the County agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing within the municipal limits of said City.

Section 5: Compliance

The County and the City agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities."

The City acknowledges that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations. The City acknowledges that it has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

The County and the City will take all actions necessary to ensure compliance with the County's certification under Section 104 (b) of Title I of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The City and the County also have an obligation to comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws.

The County acknowledges that it is prohibited from funding activities in or in support of any cooperating city that does not affirmatively further fair housing within its own jurisdiction or that impede the County's actions to comply with its fair housing certification. If the City undertakes any activities with Community Development Block Grant funds, the City will take all required actions to comply with the provisions of Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.

The City agrees to affirmatively further fair housing within its jurisdiction and to assist the County in the implementation of its HUD approved Consolidated Plan covering the County and the City throughout the effective term of this Agreement.

The City has affirmed that it has adopted and is enforcing: a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and;

b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."

The city understands that it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 6: CDBG Eligible Project Approval

The County will have the responsibility for approving projects as eligible for funding, after their selection by the Mayor and Council of the City. The County will also have the responsibility for preparing the Consolidated Plan and for other documents and reports to be submitted to HUD. The City will provide the necessary documentation, with technical assistance from the County, for projects funded with CDBG funds. Pursuant to the requirements of 24 CFR 570.501(b), the City agrees that it will enter into a CDBG Subrecipient Agreement [as do all Subrecipients, as set forth in 24 CFR 570.503] for each of the years during which the City remains as a participating municipality in the County CDBG Program for the use of such funds as are approved by the County for the City for each of the respective years.

Section 7: Program Income

If the City generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c), as well as the following specific stipulations, shall apply:

- a. The City acknowledges that it must notify the County of any program income generated through the expenditure of CDBG funds during the calendar month that such program income is generated.
- b. The City acknowledges that any such program income must be expended by the City or paid to the County at the end of the month in which the program income is generated.
- c. The City further acknowledges that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The responsibility for appropriate recordkeeping by the City and reporting to the County by the City on the generation of such program income is hereby acknowledged by the City. The County agrees, herein, to provide technical assistance to the City in establishing an appropriate and proper recordkeeping and reporting system, as required by HUD.
- d. In the event of close-out or change in status of the City, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days following the official date of the close-out or change in status. The County agrees to notify the City, in writing, should close-out or change in status of the City occur as a result of changes in CDBG Program statutes, regulations and/or instructions.

The following standards shall apply to real property (within the control of the City) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- a. The City shall inform the County in writing at least thirty (30) calendar days prior to any modification or change in the use of the real property from that planned at the time of acquisition or improvements, including disposition;
- b. The City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use which does not qualify under the CDBG regulations. Said reimbursement shall be provided to the County at the time of sale or transfer of the property referenced, herein.
- c. Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the Cooperation Agreement between the County and the City shall be repaid to the County at the time of disposition or transfer of the property.

Section 8: Authorizations

The Mayor of the **City of Fairburn** is hereby authorized to execute any and all documents necessary as a condition for the City's participation under the terms of the aforementioned Housing and Community Development Act of 1974, as amended.

Section 9: Agreement Execution

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Fairburn:

For Fulton County:

Elizabeth Carr-Hurst, Mayor
City of Fairburn

Robb L. Pitts, Chairman
Fulton County Board of Commissioners

Typed or printed name and title

Date of Signature

Date of Signature

Attest: _____
County Clerk

Attestor Type or printed name and title

Attest: _____
Signature

Date of Signature

[IMPRINT COUNTY SEAL HERE]

Attestor Typed or printed name and title

Date of Signature

Pamela Roshell, PhD
Deputy Chief Operating Officer and
Interim Director of
Community Development Department

Date of Signature

City of Fairburn Resolution Item Number: _____

City Council Approval Meeting Date: _____

Section 10: City Clerk Certification

Name of City: City of Fairburn

This is to certify that the authority to execute the attached Cooperation Agreement with the Fulton County Board of Commissioners for participation in the Fulton County Community Development Block Grant Program, for Urban County qualification beginning with PY 2021, and continuing until such time for future Urban County qualification periods as the City might choose to exclude itself from the Fulton County Government Community Development Block Grant Program, was approved and adopted in the regular meeting of the City Council held on:

This is to further certify that the attached is a true and correct copy of said "Cooperation Agreement," as approved at the City Council meeting held on the date written above.

Signature of Fairburn City Clerk

Print Name of Fairburn City Clerk

Date

Attest: Signature

Print Name of Attestor

Date of Signature

Section 11: Legal Opinion

For City of Fairburn

LEGAL OPINION OF THE CITY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **Fairburn City Attorney**

_____ **Name of City Attorney [Typed or Printed]**

_____ **Date of Approval**

For Fulton County

LEGAL OPINION OF THE COUNTY ATTORNEY:

I do hereby certify that the terms and provisions of the Fulton County Urban Cooperation Agreement are fully authorized under State and local law, and the Agreement provides full legal authority for the Urban County to undertake or assist in undertaking activities for the Community Development Block Grant Program.

Approved: _____ **Fulton County Attorney**

_____ **Name of Fulton County Attorney [Typed or Printed]**

_____ **Date of Approval**

RESOLUTION NO. _____

Whereas, the City of Fairburn, Georgia desires to be included as part of the Fulton County's Community Development Block Grant (CDBG, ESG and HOME) programs for Federal Fiscal Years 2021, 2022 and 2023 to be automatically renewed thereafter;
and

Whereas, the attached Cooperation Agreement has been prepared for said purposes;
and

Whereas, evidence authorizing execution of said Cooperation Agreement must accompany the Cooperation Agreement upon its submission to the U.S. Department of Housing and Urban Development.

Now Therefore, be it resolved by the Mayor and Council of the City of Fairburn, Georgia that:

1. The attached Cooperation Agreement is hereby approved; and
2. The Mayor is hereby authorized to execute said Agreement in accordance with directives under CDBG program.

SO RESOLVED, this _____ day of _____, 2020

Elizabeth Carr-Hurst, Mayor

City of Fairburn, Georgia

Attest:

Randy Turner, City Attorney

Date: _____

Date: _____



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF TASK ORDER #8 WITH POND & COMPANY FOR PROFESSIONAL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES

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

Submitted: 06/01/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact of this task order will be \$25,000. The proposed expenditures will come out of the Public Works Administration Professional Account (100-4100-52-1200).

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve Task Order #8 with Pond & Company for Professional Engineering & Landscape Architectural Services.

HISTORY: The City of Fairburn entered into a Master Services Agreement with Pond & Company on July 22nd, 2019 for On-Call Professional Engineering and Landscape Architectural Services.

FACTS AND ISSUES: The agreement with Pond & Company was approved with the understanding that task orders associated with Professional Engineering and Landscape Architectural Services would be issued on an as need basis. As such, the task order #8 for said services has been submitted for review and approval.

RECOMMENDED ACTION: Staff recommends that the City Council approve Task Order #8 with Pond & Company for Professional Engineering & Landscape Architectural Services and authorize the Mayor to sign the Task Order for an amount not to exceed \$25,000.


Elizabeth Carr-Hurst, Mayor



City of Fairburn

July 26, 2019

Mr. Bob Williams, PE
Vice President
Pond & Company
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

Re: Notice of Award - RFP# 19-004 - On-Call Professional Engineering & Landscape Architectural Services

The City has considered the proposal submitted by your firm for the above described work in response to its Request for Proposal (RFP) dated June 14, 2019.

You are hereby notified that your proposal has been accepted for services outlined in the Scope of Services provided and will be further detailed and outlined in each task order developed for work assigned.

Attached is a copy of a proposed agreement for consideration. It is imperative that this agreement be finalized for approval within the next two weeks. So, please expedite any legal review and approvals necessary.

You are required to return acknowledged copies of this Notice of Award to the Owner within five (5) days of receipt of these documents.

Sincerely,


Lester Thompson, Deputy Director Community Development/Public Works

ACCEPTANCE OF NOTICE

Receipt of the Notice of Award is hereby acknowledged by:

Pond & Company



Bob Williams, PE

Vice President

7.31.2019
Date

56 Malone St., SW Fairburn, GA 30213
(770) 964-2244 (770) 969-3484 FAX

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and entered into this 22nd day of July 2019 by and between POND & COMPANY, a Georgia corporation ("Contractor") and THE CITY OF FAIRBURN, a municipality incorporated in the State of Georgia ("City").

Recitals:

- A. The City desires to secure professional service associated with the management of the construction of several improvement projects (the "Project").
- B. The City has selected Contractor to perform certain Professional Services in connection with the Project, as more specifically set forth below.
- C. The City and Contractor desire to enter into this Agreement to set forth the terms and conditions of the services to be provided by Contractor.
- D. The City has established the necessary funding for the project through a combination of local, state, and federal funds.

NOW, THEREFORE, in consideration of the matters recited above, the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Recitals. The foregoing recitals are true and correct and incorporated herein.
- 2. Services by Contractor. Contractor shall perform the following services as directed by the City, or its designee, and in compliance with requirements of the proposal dated June 14, 2019, and approved by City Council on July 22, 2019:
 - (a) Perform the Professional Services as indicated on the Request for Proposal dated June 14, 2019 (Attachment 1);
 - (b) Compile or provide the necessary database of information to complete the scope of work;
 - (c) Keep the City, or its appointee, informed and apprised as to the status of progress by way of regular status reports;
 - (d) Coordinate with the City staff and any stakeholders in the performance of all of Contractor's services;
 - (e) Prepare and maintain files and records in compliance with requirements of the City and Georgia Open Records Act.

3. Contractor's Compensation. For the services to be performed by Contractor described in Section 2 hereof, Contractor will be compensated by the City as outlined on Attachment 2 – Fee Proposal. Payments will be due as follows:

(a) Payment for services rendered will be invoiced monthly and due 30 days after receipt by the City;

(b) Payment for reimbursable and hourly expenses may be invoiced on demand and will be due 30 days after receipt by the City;

No expenses of Contractor shall be reimbursable by the City unless approved in advance in writing by the City. Any additional services, not enumerated in this Agreement or its attachments, which might be required will be outside the scope of this agreement unless mutually agreed by City and Contractor.

4. Contractor's Duties. Contractor shall perform all services required hereunder in a professional manner, adhering to the requirements of Georgia law and standard policies and procedures. Contractor shall be solely responsible for obtaining and maintaining all licenses, if any, required under applicable laws, rules and ordinances necessary for the performance of its services described herein. Contractor shall keep the City and its project manager informed (on at least a weekly basis through informal meetings and correspondence) as to the status of the Project.

4.1 Contractor Personnel. Contractor acknowledges that the City selected Contractor for the Project because of the knowledge and experience of certain of Contractor's personnel. Contractor agrees that it shall use experienced and qualified individuals for the performance of each of Contractor's duties and obligations hereunder.

5. City's Responsibilities. The City and its agents shall endeavor to perform the following in a timely manner in order to facilitate Contractor's performance of its services required hereunder:

(a) Furnish plans, surveys, and/or plats of the parcels of property or studies in its possession needed for the Project;

(b) Coordinate with the Contractor in establishing a working relationship with the local government agencies and stakeholders;

(c) Establish procedures and guidelines for responding quickly to requests for information and documentation;

(d) Coordinate with the Contractor in establishing a management and coordination process to facilitate effective communication and coordination among the City, its agents and professionals, and the Contractor.

6. Duration and Termination. This Agreement shall remain in effect until July 22, 2021, unless terminated earlier in accordance herewith. The City may terminate this Agreement for any reason whatsoever upon ten (10) days advance notice to Contractor. In the event of such

termination by the City, the City shall compensate Contractor for all services performed up to the date of termination, and the City shall have no further liability to Contractor, including without limitation, no liability for lost profits. Contractor shall deliver to the City all "work in progress" including, but not limited to, drafts of documents, contact information and status of negotiations. Notwithstanding the foregoing, the City may terminate this Agreement immediately, with or without notice, in the event that Contractor defaults with respect to any of its obligations hereunder.

7. Status. Contractor is, as to the City, an independent contractor and is not nor shall Contractor be deemed to be an employee or agent (except as set forth below) of the City for any purpose whatsoever and nothing contained herein shall be deemed to constitute a contract of employment. In furtherance of the foregoing, Contractor acknowledges that: (a) it is not an employee of the City, (b) it will be working for the City on a temporary basis, (c) the City is not responsible for paying to Contractor or on Contractor's behalf any income tax withholding, unemployment taxes or compensation, workers' compensation premiums or benefits, health insurance premiums or benefits, or any other employment benefits, (d) it is ineligible to participate in, or receive anything from, any City benefit program. Notwithstanding the foregoing, Contractor shall act in the City's behalf for the specific land acquisition activities related herein and Contractor shall only act on the specific instructions and agreements with the City.

8. Insurance and Indemnity. Contractor shall maintain a policy of comprehensive general liability insurance in the combined single limit of at least \$1,000,000 to cover any claims arising out of the performance of the services under this Agreement. Contractor shall indemnify, hold harmless and defend the City from any and all claims, charges, lawsuits and liabilities arising out of or relating to any act or omission of Contractor or its agents.

9. Assignability. The City is entering into this Agreement in reliance upon the particular qualifications of Contractor to perform the services herein described. This Agreement may not be delegated or assigned by Contractor and any purported delegation or assignment by Contractor of this Agreement (or rights hereunder) is void unless Contractor has first obtained the prior written consent of the City which consent may be withheld for any reason or no reason. The City may assign this Agreement, in its discretion, to other local government(s) or state agencies with authority for public right of way issues within its jurisdiction.

10. Confidentiality. Except as required by law or by court order, Contractor shall not disclose any information related to the negotiations or agreements with Landowners or related to the performance of its services for the City without the prior written consent of the City.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth opposite their signatures below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, with written confirmation by a nationally recognized overnight courier sent the same day as the facsimile, in which case notice shall be deemed delivered upon receipt of confirmation transmission of such facsimile notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or

personal delivery and delivered after 5:00 p.m. eastern standard time shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

12. Miscellaneous. This Agreement shall not be modified or amended except by written instrument signed by each of the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision of this Agreement be for any reason unenforceable, the balance shall nonetheless remain in and be of full force and effect, but without giving effect to such unenforceable provision. Time is of the essence hereof. The section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

[Signature page follows]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals hereto as of the day and year indicated next to their signatures.

CONTRACTOR:

Address:

POND & COMPANY, a Georgia corporation.

Pond & Company (Pond)
3500 Parkway Lane, Suite 500
Peachtree Corners, GA 30092

By: 
President

Date signed by Contractor:

[CORPORATE SEAL]


July 31st, 2019

CITY:

Address:

THE CITY OF FAIRBURN, a municipality
incorporated in the State of Georgia

City of Fairburn
56 Malone St., SW
Fairburn, GA 30213

By: 
Mayor: Elizabeth Carr-Hurst

Date signed by City:

July 22nd, 2019

Attest: 

Approved as to form:

Interim City Clerk: Shana T. Moss



City Attorney: William Randy Turner

[SEAL]



3500 Parkway Lane, Suite 500
Peachtree Corners, Georgia 30092

T: 678.336.7740 | F: 678.336.7744
www.pondco.com

TASK ORDER 8: ON-CALL LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES (2019)

To: City of Fairburn

PO Box 145

Fairburn, GA 30213

Attn: Mr. Lester Thompson

Date: May 29, 2020

From: Andrew Kohr (Pond)

Copy to: Bob Williams

Scope of Work

Description: Provide On-Call Professional Engineering & Landscape Architectural Services as identified in the Request for Proposal dated May 15, 2019 and subsequent contract dated July 31, 2019.

Background:

Pond has prepared this Task Order (TO) in accordance with our Master Services Agreement dated July 31, 2019. This TO has been prepared to assist the City of Fairburn with Professional Engineering and Landscape Architecture Services. Pond will support existing staff in executing plan reviews and providing engineering assistance as needed.

Specific Tasks:

- Provide plan review services for projects submitted to the city for development permits
- Provide engineering and landscape architecture services as requested.
- Provide development site inspection services as requested.

Budget

The total not to exceed budget is \$25,000 includes staff review time and reimbursable expenses to perform the scope of work. The city will be billed using the billing rates and expense table included in our proposal.

Additional Work

Pond can provide the city additional planning, design, and engineering services on an as-needed basis. A scope of work for future services would be provided under subsequent task orders.

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 (digital is acceptable) to Pond (c/o Andrew Kohr) for our records.

Authorized by: _____

Name: Elizabeth Carr-Hurst

Title: Mayor

Date: _____

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Personal Services</u>							
100-4100-51-1100 Salaries & Wages	126,568.00	9,736.00	0.00	73,021.64	0.00	53,546.36	57.69
100-4100-51-1200 Temporary Employee	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-1300 Overtime	300.00	0.00	0.00	172.81	0.00	127.19	57.60
100-4100-51-1900 Allocate to Stormwater	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2100 Group Insurance	35,617.00	2,241.24	0.00	14,713.05	0.00	20,903.95	41.31
100-4100-51-2150 Health Reimbursement	0.00	0.00	0.00	1,152.38	0.00	1,152.38	0.00
100-4100-51-2200 F.I.C.A. & Medicare T	12,000.00	651.06	0.00	5,076.41	0.00	6,923.59	42.30
100-4100-51-2400 Retirement	14,391.00	0.00	0.00	0.00	0.00	14,391.00	0.00
100-4100-51-2600 Unemployment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2700 Workers Comp	6,000.00	0.00	0.00	0.00	0.00	6,000.00	0.00
100-4100-51-2800 Comp Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2905 Incentive Pay	1,299.40	0.00	0.00	1,299.40	0.00	0.00	100.00
100-4100-51-2910 Other Employee Benefi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-51-2920 Other Emp Ben-Ins Opt	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Personal Services	196,175.40	12,628.30	0.00	95,435.69	0.00	100,739.71	48.65
<u>Purchased-Contracted</u>							
100-4100-52-1200 Professional	119,200.00	4,948.50	0.00	50,515.43	0.00	68,684.57	42.38
100-4100-52-1205 Stormwater Management	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-1242 Pre-Employment Scree	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-1300 Technical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2100 Cleaning Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2110 Disposal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2130 Janitorial	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2140 Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2200 R & M Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2205 R & M Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2210 R & M Vehicle	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-2320 Rental of Equipment &	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3200 Telephone	1,000.00	83.52	0.00	599.75	0.00	400.25	59.98
100-4100-52-3300 Advertising	3,451.00	360.36	0.00	1,321.32	495.50	1,634.18	52.65
100-4100-52-3400 Printing & Binding	49.00	0.00	0.00	49.00	0.00	0.00	100.00
100-4100-52-3450 Postage	250.00	41.78	0.00	54.03	0.00	195.97	21.61
100-4100-52-3500 Travel	2,500.00	0.00	0.00	0.00	0.00	2,500.00	0.00
100-4100-52-3600 Dues & Subscriptions	250.00	0.00	0.00	0.00	0.00	250.00	0.00
100-4100-52-3700 Education & Training	3,000.00	0.00	0.00	475.00	0.00	2,525.00	15.83
100-4100-52-3705 Business Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3850 Contract Labor	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-52-3900 Other Contract Servic	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL Purchased-Contracted	134,700.00	5,434.16	0.00	53,014.53	495.50	81,189.97	39.73
<u>Supplies</u>							
100-4100-53-1100 Office Supplies	3,000.00	0.00	0.00	1,155.08	80.06	1,764.86	41.17
100-4100-53-1220 Natural Gas	0.00	0.00	0.00				

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

100-General Fund
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
100-4100-53-1600 Small Equip 500-5000	2,900.00	790.82	0.00	2,088.17	19.99	791.84	72.70
100-4100-53-1700 Misc Supplies <500	500.00	0.00	0.00	27.68	0.00	472.32	5.54
100-4100-53-1710 Uniforms/Clothing	400.00	0.00	0.00	0.00	0.00	400.00	0.00
100-4100-53-1720 Repair Parts	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-53-1730 Duncan Park	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Supplies	7,800.00	790.82	0.00	3,463.23	100.05	4,236.72	45.68
Capital Outlay							
100-4100-54-1401 Infrastructure - SR74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2200 Vehicles	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2300 Furniture & Fixtures	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
100-4100-54-2400 Computers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2600 Building Renovations	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-4100-54-2700 Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL Public Works Admin	343,675.40	18,853.28	0.00	151,913.45	595.55	191,166.40	44.38



CITY OF FAIRBURN

CITY COUNCIL AGENDA ITEM

SUBJECT: APPROVAL OF THE CDBG, DODD STREET PEDESTRIAN IMPROVEMENTS PROJECT CONTRACT AWARD

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

Submitted: 06/01/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Community Development

BUDGET IMPACT: The budget impact will be \$409,659. The project expenditures will come out of account numbers [250-4202-54-1402 CDBG account (Expenditures/Outlay)], (360-000-54-1400) T-SPLOST Infrastructure-Ped & Street, and (360-000-54-1410) T-SPLOST Infrastructure-Roadway.

PUBLIC HEARING? () Yes (X) No

PURPOSE: For Mayor and Council to approve the Dodd Street Pedestrian Improvements Project Contract Award with The Corbett Group, LLC for an amount of \$409,659.

HISTORY: The 2019 CDBG Contract with Fulton County in the amount of \$162,487 for the Dodd Street Pedestrian Improvements Project was approved at the April 13th, 2020 City Council Meeting. These funds will be combined with Transportation Special Local Option Sales Tax (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.

FACTS AND ISSUES: The Invitation for Bid (IFB#20-003, Dodd Street Pedestrian Improvements Project) was advertised on April 22, 2020. The bid opening date was May 15th, 2020, at 3:00pm at which time the thirteen (13) 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 \$409,659.

RECOMMENDED ACTION: Staff recommends that Mayor and Council approve the Dodd Street Pedestrian Improvements Project Contract Award to The Corbett Group, LLC at a bid price of \$409,650.


Elizabeth Carr-Hurst, Mayor

**CITY OF FAIRBURN
INVITATION FOR BID**

IFB # 20-003 – DODD STREET PEDESTRIAN IMPROVEMENTS PROJECT

April 22, 2020

The City of Fairburn will accept sealed bids from qualified Contractors for furnishing all labor, equipment, and materials necessary to complete the **DODD STREET PEDESTRIAN IMPROVEMENTS PROJECT #20-003**. The work includes the removal of existing header curb, installation of new header curb, installation of new sidewalk, replacement of existing sidewalk as required, installation of new ADA handicap ramps, the replacement of existing handicap ramps as required, and the installation of concrete sidewalk-header curb-retaining wall combination as required. This contract will also include preparation of sub-grade, saw-cutting and demolition of existing asphalt as well as clean up and backfilling. The scope of the Add Alternate includes milling, asphalt paving, the installation of traffic print textured paving crosswalks, manhole adjustments and associated tasks. All work must be completed within seventy-five (75) calendar days of the Notice to Proceed with Construction (NTP).

Bids will be received at the City of Fairburn at City Hall, 56 Malone Street, Fairburn, Georgia 30213 (phone: 770-964-2244) **until 3:00 PM, Friday, May 15th, 2020**, at which time the bids will be opened and read aloud. No bid may be modified, withdrawn, or canceled for a period of 60 days after time designated for receipt of Bids or until notified by Owner, whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities, and informalities.

Contact Ms. Marceia Lindley at 770-964-2244 (ext. 305) to order bid packages. Questions of a technical nature should be submitted in writing to the City of Fairburn via electronic mail, attention Lester Thompson: lthompson@fairburn.com.

Bid Opening Results IFB# 20-003 Dodd Street Improvements Project, City of Fairburn, Georgia

BID OPENING: May 15, 2020 - 3:00 P.M.

	PLAN HOLDERS	Bid Bond	ADDEND. #1	ADDEND. #2	BID AMOUNT	Add Alt. 1	Total
1	Baldwin Paving, Inc.						
2	Excellere Construction, LLC.	✓	✓	✓	\$306,600.00	\$197,320.02	\$503,920.02
3	BRTU Construction, Inc.	✓	✓	✓	310,390.00	\$163,320.00	\$473,710.00
4	Jackson Prime Construction, LLC (JP Construct.)						
5	Construction 57, Inc.	✓	✓	✓	\$306,379.00	\$223,420.00	\$529,799.00
6	The Corbett Group, LLC.	✓	✓	✓	\$244,465.00	\$165,194.00	\$409,659.00
7	Construction Engineering and Management Co.	✓	✓	✓	\$243,236.00	\$177,056.00	\$420,292.00
8	Frontier Design Build						
9	Ohmshiv Construction, LLC						
10	Helix Group	✓	✓	✓	\$527,009.01	\$279,451.30	\$806,460.31
11	Deltek						
12	CMEC, LLC	✓	✓	✓	\$344,273.00	\$253,862.00	\$598,135.00
13	Piedmont Paving, Inc.	✓	✓	✓	\$460,307.50	\$127,484.00	\$587,791.50
14	Summit Construction & Development, LLC	✓	✓	✓	\$264,913.43	\$207,482.00	\$472,395.43
15	Sol Construction, LLC	✓	✓	✓	\$398,413.80	\$171,240.00	\$569,653.80
16	JHC Corporation	✓	✓	✓	\$456,384.10	\$214,580.00	\$670,964.10
17	SD & C Incorporated	✓	✓	✓	\$290,057.00	\$174,320.00	\$464,377.00
18	Tople Construction	✓	✓	✓	\$359,030.00	\$171,092.00	\$530,122.00

Notes: 1. Acknowledged Addendum #1

2. Acknowledged Addendum #2

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

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

250-Grants Fund
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
Intergovernmental	920,142.60	0.00	0.00	269,273.85	0.00	650,868.75	29.26
Miscellaneous Revenue	4,362,752.00	0.00	0.00	100,500.00	0.00	4,262,252.00	2.30
Other Financing Sources	1,172,912.00	0.00	0.00	0.00	0.00	1,172,912.00	0.00
TOTAL REVENUES	6,455,806.60	0.00	0.00	369,773.85	0.00	6,086,032.75	5.73
=====							
<u>EXPENDITURE SUMMARY</u>							
Police	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fire Department	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Public Works Admin	244,617.00	3,021.09	0.00	11,435.71	0.00	233,181.29	4.67
LMIG	390,525.60	0.00	0.00	187,964.00	0.00	202,561.60	48.13
CDBG	663,926.00	0.00	0.00	0.00	0.00	663,926.00	0.00
LCI Implementation	5,156,738.00	0.00	0.00	13,425.00	0.00	5,143,313.00	0.26
Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	6,455,806.60	3,021.09	0.00	212,824.71	0.00	6,242,981.89	3.30
=====							
REVENUE OVER/(UNDER) EXPENDITURES	0.00 (3,021.09)		0.00	156,949.14	0.00 (156,949.14)		0.00
=====							

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

250-Grants Fund

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Intergovernmental</u>							
250-0000-33-1410 SR 74 Interchange Des	244,617.00	0.00	0.00	0.00	0.00	244,617.00	0.00
250-0000-33-3060 CDBG	285,000.00	0.00	0.00	0.00	0.00	285,000.00	0.00
250-0000-33-4000 GEMA/FEMA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-33-4055 LMIG - Road Resurfaci	390,525.60	0.00	0.00	202,561.60	0.00	187,964.00	51.87
250-0000-33-6000 CDBG Grant	0.00	0.00	0.00	66,712.25	0.00	(66,712.25)	0.00
TOTAL Intergovernmental	920,142.60	0.00	0.00	269,273.85	0.00	650,868.75	29.26
<u>Miscellaneous Revenue</u>							
250-0000-38-1000 Grant Revenue - Polic	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-1001 Grant Revenue - Fire	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-1002 LWCF - Grant Recreati	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-8000 Insurance Claim Proce	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9000 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9010 Interchange Study SR-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-0000-38-9013 LCI Implementation Gr	4,362,752.00	0.00	0.00	100,500.00	0.00	4,262,252.00	2.30
TOTAL Miscellaneous Revenue	4,362,752.00	0.00	0.00	100,500.00	0.00	4,262,252.00	2.30
<u>Other Financing Sources</u>							
250-0000-39-5800 Transfer from General	1,172,912.00	0.00	0.00	0.00	0.00	1,172,912.00	0.00
TOTAL Other Financing Sources	1,172,912.00	0.00	0.00	0.00	0.00	1,172,912.00	0.00
*** TOTAL REVENUES ***	6,455,806.60	0.00	0.00	369,773.85	0.00	6,086,032.75	5.73

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

250-Grants Fund
Fire Department

[illegible]

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

250-Grants Fund
Public Works Admin

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4100-54-1100 REBC Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1300 TE Project Hwy 29/138	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1405 Interchange Study SR	244,617.00	3,021.09	0.00	11,435.71	0.00	233,181.29	4.67
250-4100-54-1410 Interchange Design -	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1415 Interchange - Acquisi	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4100-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	244,617.00	3,021.09	0.00	11,435.71	0.00	233,181.29	4.67
 TOTAL Public Works Admin	 244,617.00	 3,021.09	 0.00	 11,435.71	 0.00	 233,181.29	 4.67

250-Grants Fund
LMIG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>Capital Outlay</u>							
250-4201-54-1404 LMIG - Road Resurfac	390,525.60	0.00	0.00	187,964.00	0.00	202,561.60	48.13
250-4201-54-1415 Interchange Acquisiti	0.00	0.00	0.00	0.00	0.00	0.00	0.00
250-4201-54-1420 Interchange Construct	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	390,525.60	0.00	0.00	187,964.00	0.00	202,561.60	48.13
 TOTAL LMIG	 390,525.60	 0.00	 0.00	 187,964.00	 0.00	 202,561.60	 48.13

5-14-2020 01:02 PM

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

PAGE: 7

250-Grants Fund
CDBG

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4202-54-1402 CDBG	663,926.00	0.00	0.00	0.00	0.00	663,926.00	0.00
TOTAL Capital Outlay	663,926.00	0.00	0.00	0.00	0.00	663,926.00	0.00
TOTAL CDBG	663,926.00	0.00	0.00	0.00	0.00	663,926.00	0.00

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

250-Grants Fund
LCI Implementation

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-4203-54-1403 LCI Implementation Gr	5,156,738.00	0.00	0.00	13,425.00	0.00	5,143,313.00	0.26
250-4203-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	5,156,738.00	0.00	0.00	13,425.00	0.00	5,143,313.00	0.26
 TOTAL LCI Implementation	 5,156,738.00	 0.00	 0.00	 13,425.00	 0.00	 5,143,313.00	 0.26

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

250-Grants Fund
Recreation Programs

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
Capital Outlay							
250-6100-54-2500 LWCF - Grant Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL Recreation Programs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL EXPENDITURES	6,455,806.60	3,021.09	0.00	212,824.71	0.00	6,242,981.89	3.30

*** END OF REPORT ***

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
<u>REVENUE SUMMARY</u>							
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
=====							
<u>EXPENDITURE SUMMARY</u>							
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
<hr/>							
<u>Taxes</u>							
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
<u>Investment Income</u>							
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
<u>Miscellaneous Revenue</u>							
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
<u>Other Financing Sources</u>							
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
<hr/>							
** TOTAL REVENUES **	6,081,391.00	183,213.77	0.00	1,476,756.29	0.00	4,604,634.71	24.28

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

360-T-SFLOST 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
<u>Purchased-Contracted</u>							
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
<u>Capital Outlay</u>							
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: SANITARY SEWER & DRAINAGE EASEMENT AGREEMENT

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

Submitted: 06/02/2020

Work Session: N/A

Council Meeting: 06/08/2020

DEPARTMENT: Community Development

BUDGET IMPACT: None

PUBLIC HEARING? () Yes (X) No

PURPOSE: For the Mayor and Council to approve the execution of a sanitary sewer and drainage easement agreement on city owned property for the development of a 78-unit multi-family residential development.

HISTORY: Wendover Housing Partners is proposing to develop a 78-unit multi-family residential development on Brooks Drive. The rezoning of the property, from O&I (Office Institutional) to RM-36 (Multi-family Residential) was approved by City Council on January 27, 2020. Wendover is proposing to connect to the existing sanitary sewer system, however in order to make the connection, an easement is needed on city owned property located at 0 Nowell Drive.

FACTS AND ISSUES: Wendover Housing Partners is applying to the Department of Community Affairs (DCA) 9% Competitive Tax Credit Program which requires the applicant to demonstrate adequate access to sewer. The DCA will not approve projects that does not have adequate access to sewer. Therefore, approval of the sanitary sewer and drainage easement agreement must be approved prior to the submission of the application, which has a deadline of June 18, 2020. The owner/developer will be responsible for the cost associated with the sewer tie-in; no cost will be incurred by the City of Fairburn.

RECOMMENDED ACTION: For the Mayor and Council to approve the execution of the sanitary sewer and drainage easement agreement for City owned property located on 0 Nowell Drive.


Elizabeth Carr-Hurst, Mayor

This document prepared by and
should be returned to:

N. DWAYNE GRAY, JR. ESQ.
Zimmerman, Kiser & Sutcliffe, P.A.
315 East Robinson Street, Suite 600
Orlando, FL 32801

SANITARY SEWER & DRAINAGE EASEMENT AGREEMENT

THIS SANITARY SEWER & DRAINAGE EASEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2020, by and between **THE CITY OF FAIRBURN**, a Georgia municipal corporation, successor by name change from the Town of Fairburn ("GRANTOR"), having its principal address at 56 Malone Street, Fairburn, GA 30213, and **JUDY T. HIGHT**, an individual ("GRANTEE"), having her principal address at 123 Manor Way, Carrollton, GA 30117.

RECITALS

A. GRANTOR is the fee simple owner of the real property described in **Exhibit "A"** attached hereto ("GRANTOR Parcel").

B. GRANTEE is the fee simple owner of the real property described in **Exhibit "B"** attached hereto ("GRANTEE Parcel").

C. GRANTEE desires to obtain a sanitary sewer and drainage easement over the GRANTOR Parcel for the benefit of the GRANTEE Parcel.

D. The parties desire to create an easement for the purposes stated herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Grant of Easement.** GRANTOR hereby declares, establishes, creates, conveys, and delivers for the benefit of the GRANTEE Parcel, a perpetual, exclusive easement, right, license, and privilege over, across, and upon those portions of the GRANTOR Parcel as

shown on the depiction, and described in the legal description, both attached hereto as **Exhibit "C"** ("Easement Area") for the purpose of sanitary sewer service, including, without limitation, installation and use of all future and existing, if any (and replacement and restored), above ground and below ground sanitary sewer improvements, facilities, pipes, and conduits, as well as for the purposes of drainage of storm water, including, without limitation, installation and use of all existing, if any (and replacement and restored), drainage improvements, retention swales, catch basins, and underground pipes.

3. **Term of Easement.** The easement granted and imposed by this Agreement shall become effective on the date of this Agreement and shall be perpetual in duration, running with the title to the GRANTEE Parcel and GRANTOR Parcel, and shall remain in full force forever and shall be binding upon all parties or persons claiming under the parties hereto. This Agreement may not be changed, amended, modified, canceled, or terminated, except by an instrument in writing executed by the then owners of the GRANTEE Parcel and the GRANTOR Parcel, and any and all mortgagees of any portion thereof.

4. **Incidental Rights.** The easement hereby created, granted, and conveyed includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the easement for its intended purposes, including, without limitation, the right of entry, access, ingress, and egress.

5. **Reservation of Rights.** GRANTOR, as the owner of the GRANTOR Parcel, hereby reserves unto itself, and its successors and assigns, the right of entry, access, ingress, and egress upon the Easement Area, at any and all times, which does not interfere with the exercise and use of the easement and other rights granted herein.

6. **No Public Dedication.** Nothing contained herein shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.

7. **Non-Reciprocal.** Nothing herein shall be construed to grant any reciprocal easement rights over the GRANTEE Parcel for the benefit of the GRANTOR Parcel.

8. **Enforcement.** The rights and obligations granted or created hereby shall be enforceable by either of the parties hereto, or their respective successors or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate. This grant shall not create, nor shall it in any way be construed to create, any reversion or right of reverter whatsoever, and the sole remedy for any violation of any easement, as set forth herein, shall be the remedy set forth in this paragraph.

9. **Successors and Assigns.** The easement hereby granted and conveyed is an easement appurtenant, and, with or without specific reference thereto, the conveyance of an interest in any portion of the GRANTOR Parcel or the GRANTEE Parcel shall be subject to the respective burdens and benefits of the easement hereby granted and conveyed to the same extent as if all of the terms of this instrument were set forth in such conveyance in full. The rights, titles, interest, privileges, and reservations provided for herein shall run with the title to the GRANTEE Parcel and the GRANTOR Parcel, and shall be binding upon, and inure to the benefit of, the parties hereto, their successors and assigns, including, without limitation, their respective mortgagees, any purchaser at a foreclosure sale, tenants, licensees, invitees, employees, agents, and guests of each of them.

10. **Governing Law; Waiver of Jury Trial; Venue.** This Agreement is to be governed by and construed in accordance with the laws of the State of Georgia. The parties hereto expressly waive the right to a jury trial in any action relating to this Agreement. The parties to this Agreement consent to the exclusive jurisdiction and venue of the state courts located in Fulton County, Georgia for any litigation regarding this Agreement.

11. **Notice.** Any notice required or allowed to be delivered pursuant to this Agreement shall be in writing and be deemed to be delivered when (i) hand delivered to a party at the address(es) set forth at the beginning of this Agreement, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address(es) set forth at the beginning of this Agreement. From time to time, either party may change such party's address for purposes of notice hereunder by written notice to the other party delivered in accordance herewith.

12. **Joinders.** If any other party holds a superior interest, right, title, lien, or encumbrance to or against the GRANTOR Parcel, then, simultaneously with the execution of this Agreement, GRANTOR hereby agrees to cooperate with GRANTEE in obtaining a Joinder and Consent to this Agreement from such other party. If any Joinders and Consents are necessary, they shall subordinate the particular interest to this Agreement, and are attached hereto and incorporated herein by reference.

13. **Counsel.** Each party hereby acknowledges that such party has freely and voluntarily entered into this Agreement and that each has had the benefit of, or been given the opportunity to, receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

14. **Relationship of Parties.** Nothing contained in this Agreement is intended to, or shall, or shall be deemed to create a joint venture, partnership or fiduciary relationship between the parties hereto, or authorize any party to bind any other party in any manner whatever.

15. **Recordation of Agreement.** An executed original of this Agreement shall be recorded by GRANTEE, at GRANTEE's expense, among the Public Records of Fulton County, Georgia.

16. **Maintenance, Repair, and Replacement of Easement Area.** GRANTEE shall be responsible for, and hereby agrees to perform, all maintenance, repair, and replacement activities necessary or required in order to keep and maintain the Easement Area, in good order and in compliance with all applicable governmental requirements.

17. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties, with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

19. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors in interest, transferees, and assigns of the parties, and shall run with and/or benefit the GRANTOR's Parcel and GRANTEE's Parcel.

20. **Construction.** This Agreement shall not be construed against either party on the basis of such party being the drafter of the Agreement. The parties agree that each played an equal part in drafting this Agreement. Captions and paragraph headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

21. **Severability.** If any particular term, provision, or condition of this Agreement, the deletion of which would not adversely affect the receipt of any of the material benefits of this Agreement by either party hereto, or substantially increase the burden of this Agreement upon either party hereto, shall be held to be invalid or unenforceable, to any extent, by a court of competent jurisdiction, the same shall not affect, in any respect whatsoever, the validity or enforceability of the remaining terms, provisions, and conditions of this Agreement.

22. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW, AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.**

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth above.

Signed, sealed and delivered
in the presence of:

THE CITY OF FAIRBURN,
a Georgia municipal corporation, successor
by name change from the Town of Fairburn

Witness Signature: _____

Print Witness Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Notary Public for Georgia

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

Signed, sealed and delivered
in the presence of:

Witness Signature: _____

Print Witness Name: _____

By: _____
JUDY T. HIGHT, an individual

Printed Name: _____

Notary Public for Georgia

My Commission Expires: _____

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION
GRANTOR PARCEL

ALL THAT PARCEL OF LAND LYING IN LAND LOT 51, DISTRICT 9F IN THE CITY OF FAIRBURN, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2-INCH REBAR WITH CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (60-FOOT RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CEMETERY STREET (40-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF CEMETERY STREET THE FOLLOWING 4 COURSES AND DISTANCES: NORTH 31°00'29" WEST A DISTANCE OF 217.77 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 103.48 FEET (SAID ARC HAVING A RADIUS OF 520.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 36°42'32" WEST A DISTANCE OF 103.31 FEET) TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 74.78 FEET (SAID ARC HAVING A RADIUS OF 250.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 50°58'44" WEST A DISTANCE OF 74.50 FEET) TO A 1/2-INCH REBAR WITH CAP SET, AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 42.33 FEET (SAID ARC HAVING A RADIUS OF 920.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 60°51'58" WEST A DISTANCE OF 42.33 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN CITY OF FAIRBURN (FAIRBURN CEMETERY) (PER DEED BOOK L, PAGE 707, & DEED BOOK O, PAGE 410, FULTON COUNTY, GEORGIA, RECORDS, AND THE ABANDONED RIGHT-OF-WAY OF MADISON STREET) TO THE SOUTHEAST AND LOT 33, FAIRBURN COMMONS SUBDIVISION (PER PLAT BOOK 211, PAGE 36, AFORESAID RECORDS) TO THE NORTHWEST NORTH 39°02'14" EAST, PASSING A 3/4-INCH REBAR FOUND AT A DISTANCE OF 1.12 FEET, A TOTAL DISTANCE OF 106.81 FEET TO A 1/2-INCH REBAR WITH CAP SET ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NOWELL DRIVE (50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 6 COURSES AND DISTANCES: NORTH 39°02'14" EAST A DISTANCE OF 3.70 FEET TO A 1-INCH REBAR FOUND, SOUTH 32°44'46" EAST A DISTANCE OF 9.69 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 13.80 FEET (SAID ARC HAVING A RADIUS OF 475.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 53°44'28" EAST A DISTANCE OF 13.80 FEET) TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 52°54'32" EAST A DISTANCE OF 132.38 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 73.93 FEET (SAID ARC HAVING A RADIUS OF 1025.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 54°58'31" EAST A DISTANCE OF 73.91 FEET) TO A 1/2-INCH REBAR WITH CAP SET AND FOLLOWING THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 113.03 FEET (SAID ARC HAVING A RADIUS OF 60.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 64°04'48" EAST A DISTANCE OF 97.04 FEET) TO A 1/2-INCH REBAR FOUND; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN THE CITY OF FAIRBURN, GEORGIA (PER DEED BOOK 54092, PAGE 589, AFORESAID RECORDS) TO THE SOUTHWEST AND LOT 1 OF SAID FAIRBURN COMMONS SUBDIVISION TO THE NORTHEAST THE FOLLOWING 2 COURSES AND DISTANCES: SOUTH 19°26'10" EAST A DISTANCE OF 30.18 FEET TO A 1/2-INCH REBAR WITH CAP SET AND SOUTH 59°32'55" EAST A DISTANCE OF 80.16 FEET TO A 1/2-INCH REBAR FOUND ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (60-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF WASHINGTON STREET THE FOLLOWING 4 COURSES AND DISTANCES: SOUTH 33°27'32" WEST A DISTANCE OF 48.31 FEET TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 119.59 FEET (SAID ARC HAVING A RADIUS OF 520.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 40°02'51" WEST A DISTANCE OF 119.33 FEET) TO A 1/2-INCH REBAR WITH CAP SET, FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 19.00 FEET (SAID ARC HAVING A RADIUS OF 520.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 47°40'59" WEST A DISTANCE OF 19.00 FEET) TO A 1/2-INCH REBAR WITH CAP SET AND SOUTH 48°43'47" WEST A DISTANCE OF 42.92 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 61,974 SQUARE FEET OR 1.423 ACRES.

EXHIBIT "B"
LEGAL DESCRIPTION
GRANTEE PARCEL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 51 OF THE 9TH DISTRICT OF FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROOSEVELT HIGHWAY (ALSO KNOWN AS BROAD STREET) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BROOKS DRIVE; THENCE RUNNING IN A NORTHWESTERLY DIRECTION AND FOLLOWING THE CURVATURE OF SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF BROOKS DRIVE, A DISTANCE OF 1,110.0 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION A DISTANCE OF 535 FEET, MORE OR LESS, TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CEMETARY STREET; THENCE RUNNING IN A SOUTHEASTERLY DIRECTION AND FOLLOWING THE CURVATURE OF SAID SOUTHERLY RIGHT-OF-WAY LINE OF CEMETARY STREET A DISTANCE OF 610 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING THE NORTHERLY CORNER OF A PARCEL OF LAND KNOWN AS A CEMETARY; THEN RUNNING ALONG THE NORTHWESTERLY PROPERTY LINE OF SAID CEMETARY IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 168 FEET, MORE OR LESS, TO A POINT; THENCE RUNNING ALONG THE SOUTHWESTERLY PROPERTY LINE OF SAID CEMETARY IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 970 FEET, MORE OR LESS, TO A POINT LOCATED ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF ROOSEVELT HIGHWAY; THENCE RUNNING IN A SOUTHWESTERLY DIRECTION, ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF ROOSEVELT HIGHWAY, A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, CONTAINING 9 ACRES.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THAT PORTION OF LAND EMBRACED WITHIN THE BOUNDS OF THE RIGHT-OF-WAY OF SOUTH WASHINGTON STREET, AND LESS AND EXCEPT ALL THAT PROPERTY DEEDED TO THE FAIRBURN MASONIC LODGE 180 F & A. M. LYING WITHIN THE BOUNDS OF ROOSEVELT HIGHWAY, BROOKS DRIVE, SOUTH WASHINGTON STREET AND THE OLD FAIRBURN CEMETERY WHICH CONTAINS SOME 3 ACRES, MORE OR LESS.

EXHIBIT "C"
LEGAL DESCRIPTION & SKETCH
EASEMENT AREA

ALL THAT PARCEL OF LAND LYING IN LAND LOT 51, DISTRICT 9F IN THE CITY OF FAIRBURN, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2-INCH REBAR WITH CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (60-FOOT RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CEMETERY STREET (40-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF WASHINGTON STREET THE FOLLOWING 2 COURSES AND DISTANCES: NORTH 48°43'47" EAST A DISTANCE OF 42.92 FEET TO A 1/2-INCH REBAR WITH CAP SET AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 19.00 FEET (SAID ARC HAVING A RADIUS OF 520.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 47°40'59" EAST A DISTANCE OF 19.00 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 32°44'46" WEST A DISTANCE OF 432.80 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

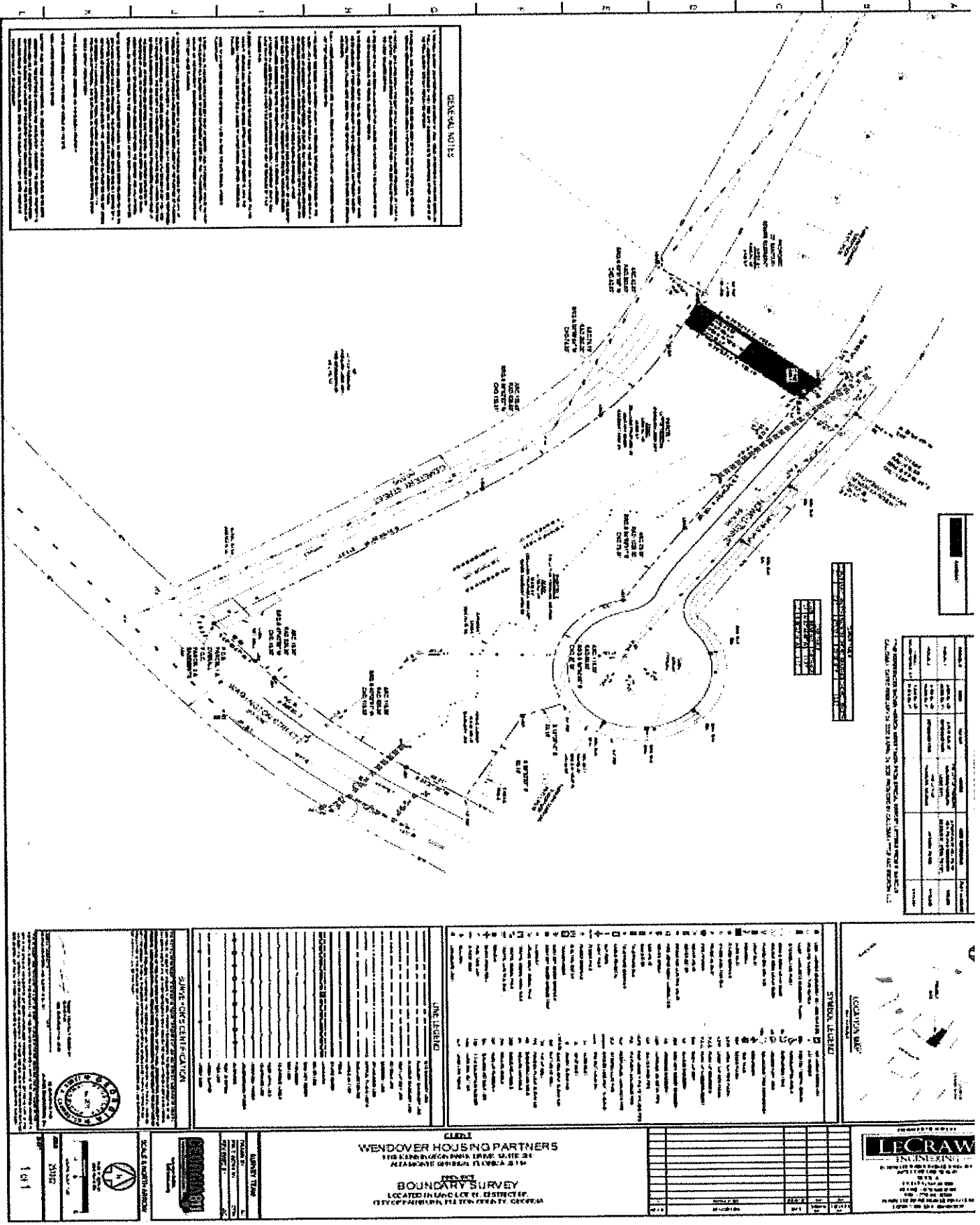
THENCE SOUTH 39°02'14" WEST A DISTANCE OF 100.19 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CEMETERY STREET (40-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 20.35 FEET (SAID ARC HAVING A RADIUS OF 920.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 61°33'03" WEST A DISTANCE OF 20.35 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 39°02'14" EAST, PASSING A 3/4-INCH REBAR FOUND AT A DISTANCE OF 1.12 FEET, A TOTAL DISTANCE OF 106.81 FEET TO A 1/2-INCH REBAR WITH CAP SET ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NOWELL DRIVE (50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES AND DISTANCES: NORTH 39°02'14" EAST A DISTANCE OF 3.70 FEET TO A 1-INCH REBAR FOUND AND SOUTH 32°44'46" EAST A DISTANCE OF 9.69 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 32°44'46" EAST A DISTANCE OF 11.37 FEET BACK TO THE POINT OF BEGINNING.
CONTAINING 2,106 SQUARE FEET OR 0.048 ACRE.

AND

ALL THAT PARCEL OF LAND LYING IN LAND LOT 51, DISTRICT 9F IN THE CITY OF FAIRBURN, FULTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A 1/2-INCH REBAR WITH CAP SET AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF WASHINGTON STREET (60-FOOT RIGHT-OF-WAY) WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CEMETERY STREET (40-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF WASHINGTON STREET THE FOLLOWING 2 COURSES AND DISTANCES: NORTH 48°43'47" EAST A DISTANCE OF 42.92 FEET TO A 1/2-INCH REBAR WITH CAP SET AND FOLLOWING THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 19.00 FEET (SAID ARC HAVING A RADIUS OF 520.00 FEET AND BEING SUBTENDED BY A CHORD OF NORTH 47°40'59" EAST A DISTANCE OF 19.00 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 32°44'46" WEST A DISTANCE OF 432.80 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 32°44'46" WEST A DISTANCE OF 11.37 FEET TO A 1/2-INCH REBAR SET ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF NOWELL DRIVE (50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE AND FOLLOWING THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 10.81 FEET (SAID ARC HAVING A RADIUS OF 475.00 FEET AND BEING SUBTENDED BY A CHORD OF SOUTH 53°55'16" EAST A DISTANCE OF 10.81 FEET) TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 39°02'14" WEST A DISTANCE OF 4.11 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 22 SQUARE FEET OR 0.001 ACRE.



GENERAL NOTE

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THE TITLE SHEET.

3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR INDICATED ON THE TITLE SHEET.

4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING AS SET FORTH IN THE FLORIDA SURVEYING ACT, CHAPTER 461, F.S., AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING, CHAPTER 61G, F.A.C.

NO.	DESCRIPTION	DATE	BY	FOR
1	REVISION			
2	REVISION			
3	REVISION			
4	REVISION			
5	REVISION			
6	REVISION			
7	REVISION			
8	REVISION			
9	REVISION			
10	REVISION			

CLIENT

WENDOVER HOUSING PARTNERS

1100 KENNEDY BLVD, SUITE 200

ATLANTA, GEORGIA 30326

PROJECT

BOUNDARY SURVEY

LOCATED IN LAND LOT 11, DISTRICT 11

13700 PINEHURST, PINE TREE, FLORIDA 32081

LEGEND

1. BOUNDARY LINE

2. EASEMENT

3. RIGHT-OF-WAY

4. ADJACENT PROPERTY

5. WATER

6. ROAD

7. FENCE

8. UTILITY

9. TREE

10. ROCK

11. IRON PIPE

12. CEMENT PIPE

13. GALVANIZED PIPE

14. STEEL PIPE

15. BRASS PIPE

16. COPPER PIPE

17. ALUMINUM PIPE

18. PLASTIC PIPE

19. CONCRETE PIPE

20. CLAY PIPE

21. GLASS PIPE

22. RUBBER PIPE

23. LEAD PIPE

24. ZINC PIPE

25. INCONEL PIPE

26. TITANIUM PIPE

27. CARBON FIBER PIPE

28. Kevlar PIPE

29. FIBERGLASS PIPE

30. POLYESTER PIPE

31. POLYPROPYLENE PIPE

32. POLYETHYLENE PIPE

33. POLYVINYL CHLORIDE PIPE

34. POLYURETHANE PIPE

35. POLYIMIDE PIPE

36. POLYETHER ETHER KETONE PIPE

37. POLYETHER SULFONE PIPE

38. POLYETHERIMIDE PIPE

39. POLYETHER SULFONE PIPE

40. POLYETHERIMIDE PIPE

PROPERTY MAP

1. BOUNDARY LINE

2. EASEMENT

3. RIGHT-OF-WAY

4. ADJACENT PROPERTY

5. WATER

6. ROAD

7. FENCE

8. UTILITY

9. TREE

10. ROCK

11. IRON PIPE

12. CEMENT PIPE

13. GALVANIZED PIPE

14. STEEL PIPE

15. BRASS PIPE

16. COPPER PIPE

17. ALUMINUM PIPE

18. PLASTIC PIPE

19. CONCRETE PIPE

20. CLAY PIPE

21. GLASS PIPE

22. RUBBER PIPE

23. LEAD PIPE

24. ZINC PIPE

25. INCONEL PIPE

26. TITANIUM PIPE

27. CARBON FIBER PIPE

28. Kevlar PIPE

29. FIBERGLASS PIPE

30. POLYESTER PIPE

31. POLYPROPYLENE PIPE

32. POLYETHYLENE PIPE

33. POLYVINYL CHLORIDE PIPE

34. POLYURETHANE PIPE

35. POLYIMIDE PIPE

36. POLYETHER ETHER KETONE PIPE

37. POLYETHER SULFONE PIPE

38. POLYETHERIMIDE PIPE

39. POLYETHER SULFONE PIPE

40. POLYETHERIMIDE PIPE

SCALE

1" = 100'

0 10 20 30 40 50 60 70 80 90 100

DATE

10/1/2011

BY

10/1/2011

PROJECT NO.

10/1/2011

SCALE

1" = 100'

0 10 20 30 40 50 60 70 80 90 100

DATE

10/1/2011

BY

10/1/2011

PROJECT NO.

10/1/2011

SCALE

1" = 100'

0 10 20 30 40 50 60 70 80 90 100

DATE

10/1/2011

BY

10/1/2011

PROJECT NO.

10/1/2011